COLLECTIVE AGREEMENT

Effective September 1, 2020

and

Ending August 31, 2024

between

the Edmonton Catholic Separate School Division 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

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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 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 Division 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.
 - (c) The Employer and Local recognize our employees in equity seeking groups and recognize the value of the Unifor Women's Advocate program.

ARTICLE 2 - MANAGEMENT RIGHTS

2.1 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, ability and experience, 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 active and inactive including the name, location, classification, FTE, seniority date, contract status, employee contact information including home emails, where provided by the employee, amount of dues deducted for each employee, and relevant rate of pay.

- 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.
- 3.5 Opportunities will be provided to the Union to provide orientation for new employees.

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 probationary period. A continuous employee is one who is assigned to work on a twelve (12) month basis or on an operational-year basis, either in a traditional or in a year-round school.
- 4.2 A probationary employee is the successful candidate on a posted permanent position.
- 4.3 A probationary period means the period of six (6) months that a new employee serves at commencement of employment in a posted permanent position with the employer, excluding any sick days or leaves of absence. An employee may be terminated at any time during the probationary period in accordance with Article 24.2.
- 4.4 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.
- 4.5 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.

- 4.6 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.
- 4.7 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.
- 4.8 Seniority is defined as the length of continuous service in the permanent employ of the employer from the date of hire as a continuous employee in accordance with Article 20. Seniority shall not apply during the probationary period; however, once the probationary period has been completed seniority shall be credited back to the commencement of the probationary period.
- 4.9 Year shall be defined as:

for 10 month employees, a full school year generally from September of one year to June of the following year.

for 12 month employees, a full 12 months from July of one year to June of the following year.

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.

- 4.10 Classification groupings shall be as follows:
 - Administrative Support
 - Early Childhood Educator
 - English Language Learner Educator
 - Educational Assistant
 - Instructor
 - Licensed Practical Nurse
 - Media Resources
 - Printing Services
 - Multicultural Animator
 - Therapeutic Assistant
 - Sign Language Interpreter
 - Braillist
 - Laboratory Technician
- 4.11 FTE shall mean full time equivalency.
- 4.12 A job description is a written statement identifying the classification, level and key responsibilities about the work expected to be performed in a particular job.

- 4.13 Priority placement is the procedure, prior to the layoff process as outlined in Article 23, for permanent employees when the employer determines that a change in FTE or a reduction in staff is necessary.
- 4.14 Transfer means a movement from one position to another position within the Division at the same classification, FTE and level.

ARTICLE 5 - POSTINGS AND TRANSFERS

- 5.1 Postings
 - (a) All permanent vacancies, temporary vacancies or newly created positions will be posted electronically, internally for three (3) working days prior to posting externally.
 - (i) Continuous employees cannot move positions more than two (2) times in a school year.
 - (ii) Employees who are on the priority placement list and have previously held a position within the same classification, level and FTE will be offered the vacant position provided the employee has the qualifications, ability and experience to perform the work. In such cases, clause 5.1 (a) shall not apply and the vacant position will not be posted.
 - (iii) During the layoff recall process any emergent vacancies will be offered to laid off employees, providing they have the qualifications, ability and experience to do the job, prior to posting. 5.1 (a) shall not apply.
 - (b) A notice of vacancy shall specify the classification, salary range, qualifications, ability and experience as described in the job specification, and other pertinent information.
 - (c) Where a casual employee is needed/occurs, a posting is not required.
 - (d) Applicants with continuous status shall be given first consideration for appointment to posted positions in accordance with 5.1 (a) and (f). 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.
 - (e) When selecting the successful candidate for postings and transfers the Employer shall use the following determining factors: qualifications, ability, experience, and any other relevant factors. These factors will be considered by the Employer.

- (f) 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 when one becomes available. The continuous employee will continue to accrue seniority during the term of the temporary position.
- (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) A notice with the names of successful candidates from the previous notice of vacancy shall be provided to the Local President by the 5th working day of the next school month.
- (i) Where an applicant does not receive the position he/she applied for, he/she may request an explanation from the principal/supervisor of the position.
- 5.2 Transfers

Transfers of employees may be made by mutual agreement between the Local and the Employer without posting.

ARTICLE 6 – PROBATIONARY PERIOD

- 6.1 (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 unless as outlined in 8.5 (a)(i)(ii).
 - Prior to the end of the first six months worked the Employer may extend the probationary period for any periods of sick leave, vacation days or leaves of absence taken during the six (6) month probationary period. The Local President shall be informed of any such extension.
 - (ii) If an employee has not completed probation by June 30 and secures a permanent position by the first operational day of the following school year, their probationary period would be continued from the previous year.
 - (iii) With mutual agreement with the Union the Employer may extend the probationary period up to 4 months.
 - (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.

(c) Applications for transfer or promotion will not normally be considered for employees who are serving a probationary or trial period. Should an employee be transferred or promoted during their probationary period they shall be required to complete their probationary period.

ARTICLE 7 - TRIAL PERIOD

- 7.1 (a) An employee who is appointed to a different classification, level or 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.
 - In cases of a transfer during the probationary period, the probation period shall continue. The employee shall then serve a pro-rated trial period at the completion of the probationary period in the new position.
 - (ii) 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.
 - (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) During the trial period or after the six (6) month trial period, and provided the Employer has given the employee their performance review in accordance with 7.1 (b), if the Employer reasonably concludes the employee's performance in the new position continues 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 priority placement 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.

ARTICLE 8 - SALARY ADMINISTRATION

- 8.1 (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.
- 8.2 Employees shall be paid by the last working day of each month.
- 8.3 (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 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. Such time earned must be entered on the "extra time banked form" and maintained at the school site. Time taken must be entered as "time off in lieu" in the applicable tracking system.
 - (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 a claim for work prior at 100% for amounts over \$200.
 - (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 and vacation adjustments will be made accordingly.

- (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.
- 8.4 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.
- 8.5 (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.
 - 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 and the date of eligibility for future increments will be adjusted accordingly.
 - (ii) An employee on layoff for greater than ninety (90) consecutive calendar days shall not have the period of layoff counted for incremental purposes and the date of eligibility for future increments will be adjusted accordingly.
- 8.6 (a) An employee who is promoted 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, ability and experience 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. An electronic notification will be sent to

affected employees on an annual basis via ECSD email reminding them of the frozen status.

- 8.7 (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 Superintendent of Human Resource Services. Should the Appeals Committee not be able to agree, the 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.
- 8.8 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.

8.9 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.
 - i) Where the employee's current salary is at LSI 1 or LSI 2, acting pay shall be two (2) times the difference between LSI 1 and LSI 2 at the employee's current level.
 - ii) Acting pay shall not be paid for coverage of vacation, time in lieu or non-operational days.
- (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.

ARTICLE 9 - HOURS OF WORK

- 9.1 (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 FTE. With 24 hours' notice, any hours worked beyond their regular FTE. 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.
- 9.2 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.

9.3 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 10 - OVERTIME

- 10.1 (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.
- 10.2 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.
- 10.3 Overtime shall be paid at time and one half (1.5) or time in lieu at time and one half (1.5) and be 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 8.3.

ARTICLE 11 - PUBLIC AND STATUTORY HOLIDAYS

11.1 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.

- 11.2 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.
- 11.3 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 FTE to be taken at an alternate time if they work less than five (5) days a week.
- 11.4 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.
- 11.5 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 12 - VACATION LEAVE

12.1 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.

- 12.2 Vacation entitlement is earned during each vacation year of unbroken service worked as a probationary or continuous employee and taken during the following vacation year. Seniority date will be used to determine vacation accrual rates, as set out below. Vacation entitlement with pay for employees shall be as follows:
 - 12.2.1 12 Month Employees:
 - (a) Shall earn one and one quarter (1 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 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 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 1/2) days' vacation for every full month worked (30 days).
 - 12.2.2 Part Time Employees
 - (a) The above entitlements will be pro-rated for part time Employees based on their FTE.
 - 12.2.3 10 Month Employees:
 - (a) Shall earn one and one quarter (1 ¹/₄) days' vacation for every full month worked (12 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.
 - 12.2.4 11 Month Employees
 - (a) Shall earn one and point one four (1.14) days' vacation for every full month worked (12 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.
- 12.3 (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 12.2, 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 their annual vacation allotment plus ten (10) days' vacation less any vacation used up to June 30 of the previous vacation year. This vacation shall be scheduled only with the approval of the employee's immediate supervisor.
- 12.4 Except on termination, and as described in Article 12.7, pay in lieu of vacation time will normally not be permitted.
- 12.5 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.
- 12.6 Notwithstanding Article 12.2, 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 12.7.
- 12.7 Notwithstanding Article 12.2 and 12.6, 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 13 - SICK LEAVE

13.1 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.

- 13.2 Sick leave credits shall be accrued at the rate of two (2) working days per month by all continuous and probationary employees to a maximum accrual of two hundred (200) working days. Part time employees' sick leave accrual and credit shall be calculated on a pro-rated FTE.
- 13.3 Transfer, promotion, demotion and/or reclassification shall not affect sick leave entitlements of any employee.
- 13.4 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 extended 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.
 - (b) Employees who exhaust their accrued sick leave credit or reach the 90 day extended disability elimination period shall not be entitled to the sick pay benefits provided elsewhere in the agreement.
- 13.5 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.
- 13.6 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.
- 13.7 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.
- 13.8 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 Division that they held prior to the leave. A similar position is one at the same classification, level and FTE.

ARTICLE 14 - PERSONAL AND FAMILY LEAVE

14.1 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 Superintendent of Human Resource Services or designate.
- (b) In the event of a death of a brother-in-law, sister-in-law, or grandparent-inlaw 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 Superintendent of Human Resource Services or designate.
- 14.2 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.

- 14.3 There may be circumstances where the above provisions may be extended. The Superintendent of Human Resource Services or designate may authorize such extension with or without pay at his/her sole discretion.
- 14.4 Family Related Leave
 - (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 FTE. or greater.
 - (b) Effective date of ratification, eligible employees shall be able to roll over and accumulate one (1) unused family related leave day for one year. The leave day from the previous year must be used before any further rollover may occur.

- (c) 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.
- (d) Family related leave cannot be used to extend weekends, vacations or school closures without the prior approval of the Superintendent of Human Resources or Designate.
- (e) Family related leave cannot be used consecutively without the prior approval of the Employer.
- (f) When accessing family related leave, employees shall notify their supervisor.
- (g) Unused family related leave shall be forfeited upon termination.

ARTICLE 15 - 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 Alberta Employment Standards, as amended from time to time.

- 15.1 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.
- 15.2 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.
- 15.3 Birth Leave
 - (a) Two days leave on the birth of the child provided such birth takes place during the school year for a 10 month employee.
 - (b) Two days leave on the birth of the child anytime during the year for a 12 month employee.

ARTICLE 16 - LEAVE OF ABSENCE

- 16.1 (a) Short leaves of absence with or without pay for personal reasons may be granted by the 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 16.1(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.
- 16.2 (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 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. The seniority date will be used to determine length of service.
 - (b) Application for extended leave of absence shall be made in writing to the 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 Division 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.
- 16.3 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.
- 16.4 Seniority shall continue to accrue during an approved leave of absence.
- 16.5 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 17 - LEAVES OF ABSENCE FOR LOCAL BUSINESS

17.1 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.

- 17.2 Leave for negotiations shall not exceed an aggregate of twenty (20) working days per year.
- 17.3 Where an employee requests a leave of absence to serve as an officer of the union, or to attend to other Local affairs as approved by a member of the local Executive, 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.
- 17.4 Leave of Absence Seconded Officer
 - 17.4.1 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.
 - 17.4.2 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.
 - 17.4.3 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 FTE.
 - 17.4.4 Such designate shall continue to be paid at their current rate of pay, at their current FTE., 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.
 - 17.4.5 The leave may be terminated with at least thirty (30) calendar days' notice by the designate, Union or Employer.
 - 17.4.6 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 23.1.
 - 17.4.7 The designate is not precluded from applying on other positions during the course of this leave.

17.5 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 18 - EDUCATION

- 18.1 (a) An Educational Leave shall mean a paid or partially paid 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 paid or partially paid Educational Leave by the Employer shall receive no less than 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 19 - PROFESSIONAL DEVELOPMENT

- 19.1 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.
- 19.2 The Employer may consider requests for leaves of absence for the purposes of participating in professional development opportunities in accordance with Article 16.1.

ARTICLE 20 - SENIORITY AND SERVICE

20.1 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 probationary or continuous contract.

20.2 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 21 - RETIREMENT

- 21.1 (a) Effective until May 31, 2023, Employees who are at least age 55, with ten (10) years of service with the Employer 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 June 1, 2023, Employees who are at least age 55, with ten (10) years of service with the Employer 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 \$350 to the amount for every year of service until retirement.

ARTICLE 22 - BENEFITS

- 22.1 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
- 22.2 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.
- 22.3 (a) Participating employees shall be defined as all active continuous, or probationary employees working at 0.4 FTE. 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.
- 22.4 The Employer agrees to continue the benefit premium cost sharing for employees who are in receipt of Extended Disability Benefits.

ARTICLE 23 – PRIORITY PLACEMENT, LAYOFF AND RECALL

23.1 Priority Placement

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 communication outlining the Division's Priority Placement process will be sent to affected continuous employees.

- (a) When the Employer determines that a change in FTE, or a reduction in staff is necessary, the Employer shall identify staff for priority placement 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 23.1 shall be deemed to limit or restrict the right of the Employer to adjust its staffing component through the layoff provision of Article 23.3.
- (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) Priority placement applies to continuous employees whose FTE is reduced.
- (d) An employee may choose not to be placed on the priority placement list and may accept the position with the reduced FTE.
- (e) Vacant positions will be posted. Employees who are affected by priority placement and have previously held a position within the same classification, level and FTE will apply to and be offered a vacant position

provided the employee has the qualifications, ability and experience to perform the work.

- (i) Where two or more employees within the same classification, level and FTE are on priority placement, vacant positions will be offered in the order of seniority provided the employee has the qualifications, ability and experience as to perform the work.
- (ii) Employees who do not secure a position by applying to vacancies through the priority placement process will be placed into an available vacant position within the same classification level and FTE.
- (f) In the event there are no available vacant positions, the employee will have the right to displace the least senior employee who is within their classification, at the same or lower level, and FTE and for whose position they have the qualifications, ability and experience.
 - (i) Employees shall not increase their FTE by more than 0.1 as a result of displacing the least senior employee.
- (g) Employees who refuse an offer of a position during the priority placement process in accordance with (e) and (f) above shall move to the bottom of the priority placement list.
- (h) Employees who refuse an offer of priority placement after moving to the bottom of the priority placement list shall forfeit any further rights to priority placement and be placed on layoff in accordance with Article 23.3.
- (i) An employee that has been displaced in accordance with (f) above will be laid off according to Article 23.3 Layoff.
- (j) If the only position available to an employee during displacement is at a lower level classification, the employee's salary shall be frozen according to clause 8.6 (c).
- 23.2 The Union shall be notified in writing, and in a timely manner, of all priority placements resulting from the application of this article.
- 23.3 Layoff Procedure
 - (a) Layoff is not a normal occurrence but may be necessary in certain circumstances. Article 23.1 does not apply to those employees on layoff.
 - (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, ability and experience 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, ability and experience.
- (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, ability and experience.
- (g) An employee may choose to accept a vacant position at a lower level provided s/he has the qualifications, ability and experience 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.
- 23.4 Recall Procedure
 - (a) Continuous employees affected by 23.3 shall retain recall rights to any position for which they meet the minimum qualifications, ability and experience 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, ability and experience to do the work available.
 - (c) Employees shall be notified of recall by the Employer by telephone, or ECSD email. 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 or email.
 - (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 23.4 (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 23.4 (e) and/or (f).
- 23.5 The Employer shall, during November and year end of each school year, provide to the Local a list of continuous employees awaiting recall.
- 23.6 Employees awaiting recall may, at any time, waive their right to recall by providing notice in writing to Human Resource Services. Their name shall be removed from the recall list and they will be deemed to have resigned.

ARTICLE 24 - DISCIPLINE PROCEDURE AND TERMINATION OF EMPLOYMENT

- 24.1 (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.
- 24.2 At any time during a temporary contract or the probationary period the Employer, at its discretion, may terminate the employment of such employees.

ARTICLE 25 - GRIEVANCE PROCEDURE

- 25.1 (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 25.2.
 - (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 25.2.
 - (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.
- 25.2 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.

25.3 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.

25.4 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 26 - DURATION AND TERMINATION OF AGREEMENT

- 26.1 This Agreement shall take effect on September 1, 2020 and shall remain in full force and effect through August 31, 2024 except as hereinafter provided.
- 26.2 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.

- 26.3 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.
- 26.4 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.
- 26.5 This Agreement shall remain in full force and effect during negotiations for a further Agreement.

ARTICLE 27 - HEALTH CARE SPENDING ACCOUNT

- 27.1 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 Division. The unused balance will be carried forward for a total accumulation of two years.
- 27.2 Effective September 1, 2023, each probationary and continuous employee covered by this agreement will have access to a Flexible Spending Account at a rate of \$500 per 1.0 FTE annually on September 1. This amount will be prorated for employees employed less than full time with the Edmonton Catholic School Division. The unused balance will be carried forward for a total accumulation of two years.

ARTICLE 28 – HEALTH AND SAFETY

28.1 The Division and the Union agree to promote and encourage safety practices that will ensure the safety and health of all employees, pursuant to the Alberta Occupational Health and Safety legislation. Employees, in accordance with health and safety committee Division Administrative Procedures, will participate in any scheduled health and safety committee meetings.

ARTICLE 29 – RESPECT IN THE WORKPLACE

29.1 The parties recognize the value of informal discussion between Employees and their supervisors and between the Union and the Employer to the end that problems might be resolved without recourse to formal complaint. The Union Employer and Employees are committed to a safe and respectful workplace where workplace violence, bullying and harassment are not tolerated.

IN WITNESS WHEREOF: the Board and the Local have caused these presents to be executed by their duly authorized representatives on the 26th day April, 2023 at Edmonton, Alberta.

FOR: Edmonton Catholic Separate School Division:

Board Chairperson, Sandra Palazzo

Chief Superintendent, Robert Martin

FOR: Unifor 52A

Wivanicke

Unifor 52A Representative, Wally Ewanicke

Unifor 52A Chair, Kristine Maudsley

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APPENDIX A - SALARY SCHEDULES

Effective June 1, 2023 – general wage increase of 1.25% shall be applied to all September 1, 2019 rates of pay

Effective February 1, 2024 – general wage increase of 1.5% shall be applied to all June 1, 2023 rates of pay

*Effective February 1, 2024 – salary adjustment in accordance with the following Gain Sharing Formula (potential 0.5% wage increase shall be applied to all February 1, 2024 rates of pay)

***Gain Sharing Formula:

Alberta's 20-year average (2000-2019) of Real Gross Domestic Product (GDP) is 2.7%. Provided that the "Average of All Private Forecasts for Alberta's Real GDP" for 2023 Calendar Year is at or above 2.7% as of February of 2024, then an additional 0.5% will be added to wages retroactively effective February 1, 2024.

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

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

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

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.

		Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	LSI 1	LSI 2
For pay purposes	Grade	0	1	2	3	4	5	6	7	8
Level 1	1	2417	2540	2660	2781	2901	3021	3141	3258	3378
Level 2	2	2664	2802	2934	3069	3209	3344	3477	3615	3750
Level 3	3	2908	3065	3214	3363	3515	3661	3810	3963	4114
Level 4	4	3161	3324	3489	3655	3821	3983	4153	4318	4480
Level 5	5	3416	3593	3768	3947	4125	4299	4480	4661	4841
Level 6	6	3674	3865	4053	4241	4432	4620	4813	5003	5193
Level 7	7	3928	4129	4335	4529	4739	4941	5146	5346	5548
Level 8	8	4194	4404	4616	4831	5040	5253	5466	5677	5887
Level 9	9	4454	4679	4904	5119	5346	5568	5794	6011	6234
Level 10	10	4618	4865	5108	5349	5595	5836	6038	6323	6565

EFFECTIVE SEPTEMBER 1, 2019 12 MONTH SALARY SCHEDULE

		Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	LSI 1	LSI 2
For pay purposes	Grade	0	1	2	3	4	5	6	7	8
Level 1	1	2447	2572	2693	2816	2937	3059	3180	3299	3420
Level 2	2	2697	2837	2971	3107	3249	3386	3520	3660	3797
Level 3	3	2944	3103	3254	3405	3559	3707	3858	4013	4165
Level 4	4	3201	3366	3533	3701	3869	4033	4205	4372	4536
Level 5	5	3459	3638	3815	3996	4177	4353	4536	4719	4902
Level 6	6	3720	3913	4104	4294	4487	4678	4873	5066	5258
Level 7	7	3977	4181	4389	4586	4798	5003	5210	5413	5617
Level 8	8	4246	4459	4674	4891	5103	5319	5534	5748	5961
Level 9	9	4510	4737	4965	5183	5413	5638	5866	6086	6312
Level 10	10	4676	4926	5172	5416	5665	5909	6113	6402	6647

EFFECTIVE JUNE 1, 2023 (general wage increase of 1.25%) 12 MONTH SALARY SCHEDULE

EFFECTIVE FEBRUARY 1, 2024 (general wage increase of 1.5%) 12 MONTH SALARY SCHEDULE

		Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	LSI 1	LSI 2
For pay purposes	Grade	0	1	2	3	4	5	6	7	8
Level 1	1	2484	2611	2733	2858	2981	3105	3228	3348	3471
Level 2	2	2737	2880	3016	3154	3298	3437	3573	3715	3854
Level 3	3	2988	3150	3303	3456	3612	3763	3916	4073	4227
Level 4	4	3249	3416	3586	3757	3927	4093	4268	4438	4604
Level 5	5	3511	3693	3872	4056	4240	4418	4604	4790	4976
Level 6	6	3776	3972	4166	4358	4554	4748	4946	5142	5337
Level 7	7	4037	4244	4455	4655	4870	5078	5288	5494	5701
Level 8	8	4310	4526	4744	4964	5180	5399	5617	5834	6050
Level 9	9	4578	4808	5039	5261	5494	5723	5954	6177	6407
Level 10	10	4746	5000	5250	5497	5750	5998	6205	6498	6747

EFFECTIVE SEPTEMBER 1, 2019 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
For pay purposes	Grade	0	1	2	3	4	5	6	7	8
Level 1										
Base Salary	1	2417	2540	2660	2781	2901	3021	3141	3258	3378
After 7 Years	1A	2466	2591	2712	2837	2960	3081	3203	3321	3446
After 15 Years	1B	2514	2642	2766	2892	3016	3143	3267	3387	3514
After 24 Years	1C	2563	2692	2819	2948	3076	3203	3328	3454	3581
Level 2										
Base Salary	2	2664	2802	2934	3069	3209	3344	3477	3615	3750
After 7 Years	2A	2717	2858	2993	3130	3273	3411	3547	3687	3825
After 15 Years	2B	2770	2914	3052	3193	3337	3477	3616	3761	3900
After 24 Years	2C	2823	2971	3110	3254	3402	3543	3686	3831	3976
Level 3										
Base Salary	3	2908	3065	3214	3363	3515	3661	3810	3963	4114
After 7 Years	3A	2966	3126	3278	3429	3585	3733	3886	4042	4196
After 15 Years	3B	3025	3189	3343	3498	3656	3806	3961	4122	4279
After 24 Years	3C	3083	3250	3408	3565	3726	3880	4038	4201	4361
Level 4										
Base Salary	4	3161	3324	3489	3655	3821	3983	4153	4318	4480
After 7 Years	4A	3223	3392	3560	3728	3897	4062	4237	4404	4570
After 15 Years	4B	3287	3459	3629	3801	3974	4142	4320	4490	4660
After 24 Years	4C	3351	3524	3699	3875	4049	4221	4403	4577	4749
Level 5										
Base Salary	5	3416	3593	3768	3947	4125	4299	4480	4661	4841
After 7 Years	5A	3484	3666	3842	4027	4208	4385	4570	4755	4938
After 15 Years	5B	3553	3737	3918	4106	4290	4471	4660	4847	5035
After 24 Years	5C	3621	3810	3993	4185	4372	4556	4749	4941	5132

		Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	LSI 1	LSI 2
For pay purposes	Grade	0	1	2	3	4	5	6	7	8
Level 6										
Base Salary	6	3674	3865	4053	4241	4432	4620	4813	5003	5193
After 7 Years	6A	3746	3941	4135	4326	4521	4712	4909	5103	5297
After 15 Years	6B	3821	4018	4216	4410	4610	4804	5005	5203	5401
After 24 Years	6C	3894	4096	4297	4496	4698	4897	5102	5303	5505
Level 7										
Base Salary	7	3928	4129	4335	4529	4739	4941	5146	5346	5548
After 7 Years	7A	4007	4212	4422	4620	4834	5040	5249	5452	5659
After 15 Years	7B	4086	4294	4508	4710	4929	5139	5352	5559	5769
After 24 Years	7C	4163	4376	4595	4801	5025	5238	5455	5666	5880
Level 8										
Base Salary	8	4194	4404	4616	4831	5040	5253	5466	5677	5887
After 7 Years	8A	4278	4493	4708	4928	5141	5358	5575	5791	6005
After 15 Years	8B	4362	4580	4800	5025	5242	5463	5684	5904	6123
After 24 Years	8C	4445	4668	4891	5120	5343	5568	5794	6018	6241
Level 9										
Base Salary	9	4454	4679	4904	5119	5346	5568	5794	6011	6234
After 7 Years	9A	4543	4773	5002	5221	5453	5679	5909	6132	6359
After 15 Years	9B	4633	4866	5101	5324	5559	5791	6027	6253	6482
After 24 Years	9C	4722	4959	5198	5426	5666	5902	6142	6372	6608
Level 10										
Base Salary	10	4618	4865	5108	5349	5595	5836	6038	6323	6565
After 7 Years	10A	4711	4962	5210	5456	5707	5952	6160	6450	6696
After 15 Years	10B	4803	5060	5313	5563	5820	6069	6281	6576	6828
After 24 Years	10C	4896	5157	5415	5669	5932	6185	6402	6702	6959

EFFECTIVE SEPTEMBER 1, 2019 10 MONTH SALARY SCHEDULE (Cont'd)

		Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	LSI 1	LSI 2
For pay purposes	Grade	0	1	2	3	4	5	6	7	8
Level 1										
Base Salary	1	2447	2572	2693	2816	2937	3059	3180	3299	3420
After 7 Years	1A	2497	2623	2746	2872	2997	3120	3243	3363	3489
After 15 Years	1B	2545	2675	2801	2928	3054	3182	3308	3429	3558
After 24 Years	1C	2595	2726	2854	2985	3114	3243	3370	3497	3626
Level 2										
Base Salary	2	2697	2837	2971	3107	3249	3386	3520	3660	3797
After 7 Years	2A	2751	2894	3030	3169	3314	3454	3591	3733	3873
After 15 Years	2B	2805	2950	3090	3233	3379	3520	3661	3808	3949
After 24 Years	2C	2858	3008	3149	3295	3445	3587	3732	3879	4026
Level 3										
Base Salary	3	2944	3103	3254	3405	3559	3707	3858	4013	4165
After 7 Years	3A	3003	3165	3319	3472	3630	3780	3935	4093	4248
After 15 Years	3B	3063	3229	3385	3542	3702	3854	4011	4174	4332
After 24 Years	3C	3122	3291	3451	3610	3773	3929	4088	4254	4416
Level 4										
Base Salary	4	3201	3366	3533	3701	3869	4033	4205	4372	4536
After 7 Years	4A	3263	3434	3605	3775	3946	4113	4290	4459	4627
After 15 Years	4B	3328	3502	3674	3849	4024	4194	4374	4546	4718
After 24 Years	4C	3393	3568	3745	3923	4100	4274	4458	4634	4808
Level 5										
Base Salary	5	3459	3638	3815	3996	4177	4353	4536	4719	4902
After 7 Years	5A	3528	3712	3890	4077	4261	4440	4627	4814	5000
After 15 Years	5B	3597	3784	3967	4157	4344	4527	4718	4908	5098
After 24 Years	5C	3666	3858	4043	4237	4427	4613	4808	5003	5196
Level 6										
Base Salary	6	3720	3913	4104	4294	4487	4678	4873	5066	5258
After 7 Years	6A	3793	3990	4187	4380	4578	4771	4970	5167	5363
After 15 Years	6B	3869	4068	4269	4465	4668	4864	5068	5268	5469
After 24 Years	6C	3943	4147	4351	4552	4757	4958	5166	5369	5574

EFFECTIVE JUNE 1, 2023 (general wage increase of 1.25%) 10 MONTH SALARY SCHEDULE

		Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	LSI 1	LSI 2
For pay purposes	Grade	0	1	2	3	4	5	6	7	8
Level 7	Ciuuo	•	•	-	•	-	•		•	-
Base Salary	7	3977	4181	4389	4586	4798	5003	5210	5413	5617
After 7 Years	7A	4057	4265	4477	4678	4894	5103	5315	5520	5730
After 15 Years	7B	4137	4348	4564	4769	4991	5203	5419	5628	5841
After 24 Years	7C	4215	4431	4652	4861	5088	5303	5523	5737	5954
Level 8										
Base Salary	8	4246	4459	4674	4891	5103	5319	5534	5748	5961
After 7 Years	8A	4331	4549	4767	4990	5205	5425	5645	5863	6080
After 15 Years	8B	4417	4637	4860	5088	5308	5531	5755	5978	6200
After 24 Years	8C	4501	4726	4952	5184	5410	5638	5866	6093	6319
Level 9										
Base Salary	9	4510	4737	4965	5183	5413	5638	5866	6086	6312
After 7 Years	9A	4600	4833	5065	5286	5521	5750	5983	6209	6438
After 15 Years	9B	4691	4927	5165	5391	5628	5863	6102	6331	6563
After 24 Years	9C	4781	5021	5263	5494	5737	5976	6219	6452	6691
Level 10										
Base Salary	10	4676	4926	5172	5416	5665	5909	6113	6402	6647
After 7 Years	10A	4770	5024	5275	5524	5778	6026	6237	6531	6780
After 15 Years	10B	4863	5123	5379	5633	5893	6145	6360	6658	6913
After 24 Years	10C	4957	5221	5483	5740	6006	6262	6482	6786	7046

EFFECTIVE JUNE 1, 2023 (general wage increase of 1.25%) 10 MONTH SALARY SCHEDULE (Cont'd)

		Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	LSI 1	LSI 2
For pay purposes	Grade	0	1	2	3	4	5	6	7	8
Level 1										
Base Salary	1	2484	2611	2733	2858	2981	3105	3228	3348	3471
After 7 Years	1A	2534	2662	2787	2915	3042	3167	3292	3413	3541
After 15 Years	1B	2583	2715	2843	2972	3100	3230	3358	3480	3611
After 24 Years	1C	2634	2767	2897	3030	3161	3292	3421	3549	3680
Level 2										
Base Salary	2	2737	2880	3016	3154	3298	3437	3573	3715	3854
After 7 Years	2A	2792	2937	3075	3217	3364	3506	3645	3789	3931
After 15 Years	2B	2847	2994	3136	3281	3430	3573	3716	3865	4008
After 24 Years	2C	2901	3053	3196	3344	3497	3641	3788	3937	4086
Level 3										
Base Salary	3	2988	3150	3303	3456	3612	3763	3916	4073	4227
After 7 Years	3A	3048	3212	3369	3524	3684	3837	3994	4154	4312
After 15 Years	3B	3109	3277	3436	3595	3758	3912	4071	4237	4397
After 24 Years	3C	3169	3340	3503	3664	3830	3988	4149	4318	4482
Level 4										
Base Salary	4	3249	3416	3586	3757	3927	4093	4268	4438	4604
After 7 Years	4A	3312	3486	3659	3832	4005	4175	4354	4526	4696
After 15 Years	4B	3378	3555	3729	3907	4084	4257	4440	4614	4789
After 24 Years	4C	3444	3622	3801	3982	4162	4338	4525	4704	4880
Level 5										
Base Salary	5	3511	3693	3872	4056	4240	4418	4604	4790	4975
After 7 Years	5A	3581	3768	3948	4138	4325	4507	4697	4886	5075
After 15 Years	5B	3651	3841	4027	4219	4409	4595	4789	4982	5174
After 24 Years	5C	3721	3916	4104	4301	4493	4682	4880	5078	5274
Level 6										
Base Salary	6	3776	3972	4166	4358	4554	4748	4946	5142	5337
After 7 Years	6A	3850	4050	4250	4446	4647	4843	5045	5245	5443
After 15 Years	6B	3927	4129	4333	4532	4738	4937	5144	5347	5551
After 24 Years	6C	4002	4209	4416	4620	4828	5032	5243	5450	5658

EFFECTIVE FEBRUARY 1, 2024 (general wage increase of 1.5%) 10 MONTH SALARY SCHEDULE

		Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	LSI 1	LSI 2
For pay purposes	Grade	0	1	2	3	4	5	6	7	8
Level 7										
Base Salary	7	4037	4244	4455	4655	4870	5078	5288	5494	5701
After 7 Years	7A	4118	4329	4544	4748	4967	5180	5395	5603	5816
After 15 Years	7B	4199	4413	4632	4841	5066	5281	5500	5712	5929
After 24 Years	7C	4278	4497	4722	4934	5164	5383	5606	5823	6043
Level 8										
Base Salary	8	4310	4526	4744	4964	5180	5399	5617	5834	6050
After 7 Years	8A	4396	4617	4839	5065	5283	5506	5730	5951	6171
After 15 Years	8B	4483	4707	4933	5164	5388	5614	5841	6068	6293
After 24 Years	8C	4569	4797	5026	5262	5491	5723	5954	6184	6414
Level 9										
Base Salary	9	4578	4808	5039	5261	5494	5723	5954	6177	6407
After 7 Years	9A	4669	4905	5141	5365	5604	5836	6073	6302	6535
After 15 Years	9B	4761	5001	5242	5472	5712	5951	6194	6426	6661
After 24 Years	9C	4853	5096	5342	5576	5823	6066	6312	6549	6791
Level 10										
Base Salary	10	4746	5000	5250	5497	5750	5998	6205	6498	6747
After 7 Years	10A	4842	5099	5354	5607	5865	6116	6331	6629	6882
After 15 Years	10B	4936	5200	5460	5717	5981	6237	6455	6758	7017
After 24 Years	10C	5031	5299	5565	5826	6096	6356	6579	6888	7152

EFFECTIVE FEBRUARY 1, 2024 (general wage increase of 1.5%) 10 MONTH SALARY SCHEDULE (Cont'd)

EFFECTIVE SEPTEMBER 1, 2019 11 MONTH SALARY SCHEDULE

(A)

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

		Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	LSI 1	LSI 2
For pay purposes	Grade	0	1	2	3	4	5	6	7	8
Level 1										
Base Salary	1	2198	2308	2417	2529	2638	2747	2856	2962	3071
After 7 Years	1A	2242	2355	2465	2579	2690	2801	2911	3019	3132
After 15 Years	1B	2286	2401	2514	2630	2743	2857	2970	3080	3195
After 24 Years	1C	2331	2448	2563	2680	2796	2911	3026	3139	3256
Level 2										
Base Salary	2	2423	2548	2667	2791	2917	3041	3161	3286	3409
After 7 Years	2A	2470	2598	2720	2846	2975	3101	3224	3353	3477
After 15 Years	2B	2517	2650	2774	2902	3033	3161	3287	3418	3546
After 24 Years	2C	2567	2700	2827	2958	3093	3222	3352	3483	3614
Level 3										
Base Salary	3	2645	2787	2922	3057	3196	3327	3463	3604	3739
After 7 Years	3A	2697	2843	2980	3118	3260	3395	3532	3675	3815
After 15 Years	3B	2751	2898	3040	3179	3323	3461	3602	3747	3890
After 24 Years	3C	2803	2954	3098	3240	3387	3526	3672	3819	3964
Level 4										
Base Salary	4	2873	3022	3172	3322	3474	3620	3777	3925	4074
After 7 Years	4A	2930	3082	3235	3389	3542	3693	3852	4004	4154
After 15 Years	4B	2989	3145	3300	3456	3612	3766	3927	4082	4236
After 24 Years	4C	3046	3204	3363	3522	3682	3837	4002	4161	4318
Level 5										
Base Salary	5	3106	3267	3424	3589	3750	3908	4074	4237	4401
After 7 Years	5A	3168	3331	3494	3661	3825	3987	4154	4323	4489
After 15 Years	5B	3229	3398	3562	3732	3899	4065	4236	4407	4577
After 24 Years	5C	3292	3463	3630	3804	3975	4142	4318	4492	4664

		Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	LSI 1	LSI 2
For pay purposes	Grade	0	1	2	3	4	5	6	7	8
Level 6										
Base Salary	6	3339	3513	3685	3855	4029	4199	4375	4548	4722
After 7 Years	6A	3407	3583	3759	3933	4110	4284	4463	4639	4815
After 15 Years	6B	3474	3653	3832	4010	4191	4367	4550	4730	4910
After 24 Years	6C	3539	3724	3907	4087	4271	4451	4638	4822	5005
Level 7										
Base Salary	7	3571	3753	3940	4118	4308	4492	4678	4859	5043
After 7 Years	7A	3642	3829	4020	4199	4394	4581	4772	4956	5144
After 15 Years	7B	3714	3904	4098	4282	4480	4671	4865	5053	5245
After 24 Years	7C	3785	3979	4178	4365	4567	4761	4958	5151	5346
Level 8										
Base Salary	8	3813	4004	4196	4392	4581	4775	4969	5161	5353
After 7 Years	8A	3889	4084	4280	4479	4673	4871	5068	5264	5459
After 15 Years	8B	3965	4164	4364	4567	4764	4966	5168	5367	5566
After 24 Years	8C	4040	4243	4446	4655	4856	5062	5267	5470	5673
Level 9										
Base Salary	9	4049	4253	4458	4654	4859	5062	5267	5465	5667
After 7 Years	9A	4131	4339	4547	4747	4957	5163	5372	5574	5780
After 15 Years	9B	4212	4424	4637	4840	5053	5264	5478	5683	5893
After 24 Years	9C	4292	4509	4726	4933	5151	5365	5583	5793	6007
Level 10										
Base Salary	10	4198	4423	4643	4863	5086	5306	5489	5749	5969
After 7 Years	10A	4283	4511	4736	4960	5188	5412	5599	5864	6087
After 15 Years	10B	4366	4600	4830	5057	5290	5517	5710	5978	6207
After 24 Years	10C	4450	4688	4922	5154	5393	5623	5820	6094	6326

EFFECTIVE SEPTEMBER 1, 2019 11 MONTH SALARY SCHEDULE (Cont'd)

		Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	LSI 1	LSI 2
For pay purposes	Grade	0	1	2	3	4	5	6	7	8
Level 1										
Base Salary	1	2225	2337	2447	2561	2671	2781	2892	2999	3109
After 7 Years	1A	2270	2384	2496	2611	2724	2836	2947	3057	3171
After 15 Years	1B	2315	2431	2545	2663	2777	2893	3007	3119	3235
After 24 Years	1C	2360	2479	2595	2714	2831	2947	3064	3178	3297
Level 2										
Base Salary	2	2453	2580	2700	2826	2953	3079	3201	3327	3452
After 7 Years	2A	2501	2630	2754	2882	3012	3140	3264	3395	3520
After 15 Years	2B	2548	2683	2809	2938	3071	3201	3328	3461	3590
After 24 Years	2C	2599	2734	2862	2995	3132	3262	3394	3527	3659
Level 3										
Base Salary	3	2678	2822	2959	3095	3236	3369	3506	3649	3786
After 7 Years	3A	2731	2879	3017	3157	3301	3437	3576	3721	3863
After 15 Years	3B	2785	2934	3078	3219	3365	3504	3647	3794	3939
After 24 Years	3C	2838	2991	3137	3281	3429	3570	3718	3867	4014
Level 4										
Base Salary	4	2909	3060	3212	3364	3517	3665	3824	3974	4125
After 7 Years	4A	2967	3121	3275	3431	3586	3739	3900	4054	4206
After 15 Years	4B	3026	3184	3341	3499	3657	3813	3976	4133	4289
After 24 Years	4C	3084	3244	3405	3566	3728	3885	4052	4213	4372
Level 5										
Base Salary	5	3145	3308	3467	3634	3797	3957	4125	4290	4456
After 7 Years	5A	3208	3373	3538	3707	3873	4037	4206	4377	4545
After 15 Years	5B	3269	3440	3607	3779	3948	4116	4289	4462	4634
After 24 Years	5C	3333	3506	3675	3852	4025	4194	4372	4548	4722
Level 6										
Base Salary	6	3381	3557	3731	3903	4079	4251	4430	4605	4781
After 7 Years	6A	3450	3628	3806	3982	4161	4338	4519	4697	4875
After 15 Years	6B	3517	3699	3880	4060	4243	4422	4607	4789	4971
After 24 Years	6C	3583	3771	3956	4138	4324	4507	4696	4882	5068

EFFECTIVE JUNE 1, 2023 11 MONTH SALARY SCHEDULE (general wage increase of 1.25%)

		Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	LSI 1	LSI 2
For pay purposes	Grade	0	1	2	3	4	5	6	7	8
Level 7										
Base Salary	7	3616	3800	3989	4169	4362	4548	4736	4920	5106
After 7 Years	7A	3688	3877	4070	4251	4449	4638	4832	5018	5208
After 15 Years	7B	3760	3953	4149	4336	4536	4729	4926	5116	5311
After 24 Years	7C	3832	4029	4230	4420	4624	4821	5020	5215	5413
Level 8										
Base Salary	8	3861	4054	4248	4447	4638	4835	5031	5226	5420
After 7 Years	8A	3938	4135	4334	4535	4731	4932	5131	5330	5527
After 15 Years	8B	4015	4216	4419	4624	4824	5028	5233	5434	5636
After 24 Years	8C	4091	4296	4502	4713	4917	5125	5333	5538	5744
Level 9										
Base Salary	9	4100	4306	4514	4712	4920	5125	5333	5533	5738
After 7 Years	9A	4183	4393	4604	4806	5019	5228	5439	5644	5852
After 15 Years	9B	4265	4479	4695	4901	5116	5330	5546	5754	5967
After 24 Years	9C	4346	4565	4785	4995	5215	5432	5653	5865	6082
Level 10										
Base Salary	10	4250	4478	4701	4924	5150	5372	5558	5821	6044
After 7 Years	10A	4337	4567	4795	5022	5253	5480	5669	5937	6163
After 15 Years	10B	4421	4658	4890	5120	5356	5586	5781	6053	6285
After 24 Years	10C	4506	4747	4984	5218	5460	5693	5893	6170	6405

EFFECTIVE JUNE 1, 2023 11 MONTH SALARY SCHEDULE (general wage increase of 1.25%) (Cont'd)

EFFECTIVE FEBRUARY 1, 2024							
11 MONTH SALARY SCHEDULE (general wage increase of 1.5%)							

		Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	LSI 1	LSI 2
For pay purposes	Grade	0	1	2	3	4	5	6	7	8
Level 1										
Base Salary	1	2258	2372	2484	2599	2711	2823	2935	3044	3156
After 7 Years	1A	2304	2420	2533	2650	2765	2879	2991	3103	3219
After 15 Years	1B	2350	2467	2583	2703	2819	2936	3052	3166	3284
After 24 Years	1C	2395	2516	2634	2755	2873	2991	3110	3226	3346
Level 2										
Base Salary	2	2490	2619	2741	2868	2997	3125	3249	3377	3504
After 7 Years	2A	2539	2669	2795	2925	3057	3187	3313	3446	3573
After 15 Years	2B	2586	2723	2851	2982	3117	3249	3378	3513	3644
After 24 Years	2C	2638	2775	2905	3040	3179	3311	3445	3580	3714
Level 3										
Base Salary	3	2718	2864	3003	3141	3285	3420	3559	3704	3843
After 7 Years	3A	2772	2922	3062	3204	3351	3489	3630	3777	3921
After 15 Years	3B	2827	2978	3124	3267	3415	3557	3702	3851	3998
After 24 Years	3C	2881	3036	3184	3330	3480	3624	3774	3925	4074
Level 4										
Base Salary	4	2953	3106	3260	3414	3570	3720	3881	4034	4187
After 7 Years	4A	3012	3168	3324	3482	3640	3795	3959	4115	4269
After 15 Years	4B	3071	3232	3391	3551	3712	3870	4036	4195	4353
After 24 Years	4C	3130	3293	3456	3619	3784	3943	4113	4276	4438
Level 5										
Base Salary	5	3192	3358	3519	3689	3854	4016	4187	4354	4523
After 7 Years	5A	3256	3424	3591	3763	3931	4098	4269	4443	4613
After 15 Years	5B	3318	3492	3661	3836	4007	4178	4353	4529	4704
After 24 Years	5C	3383	3559	3730	3910	4085	4257	4438	4616	4793
Level 6										
Base Salary	6	3432	3610	3787	3962	4140	4315	4496	4674	4853
After 7 Years	6A	3502	3682	3863	4042	4223	4403	4587	4767	4948
After 15 Years	6B	3570	3754	3938	4121	4307	4488	4676	4861	5046
After 24 Years	6C	3637	3828	4015	4200	4389	4575	4766	4955	5144

		Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	LSI 1	LSI 2
For pay purposes	Grade	0	1	2	3	4	5	6	7	8
Level 7										
Base Salary	7	3670	3857	4049	4232	4427	4616	4807	4994	5183
After 7 Years	7A	3743	3935	4131	4315	4516	4708	4904	5093	5286
After 15 Years	7B	3816	4012	4211	4401	4604	4800	5000	5193	5391
After 24 Years	7C	3889	4089	4293	4486	4693	4893	5095	5293	5494
Level 8										
Base Salary	8	3919	4115	4312	4514	4708	4908	5106	5304	5501
After 7 Years	8A	3997	4197	4399	4603	4802	5006	5208	5410	5610
After 15 Years	8B	4075	4279	4485	4693	4896	5103	5311	5516	5721
After 24 Years	8C	4152	4360	4570	4784	4991	5202	5413	5621	5830
Level 9										
Base Salary	9	4162	4371	4582	4783	4994	5202	5413	5616	5824
After 7 Years	9A	4246	4459	4673	4878	5094	5306	5521	5729	5940
After 15 Years	9B	4329	4546	4765	4975	5193	5410	5629	5840	6057
After 24 Years	9C	4411	4633	4857	5070	5293	5513	5738	5953	6173
Level 10										
Base Salary	10	4314	4545	4772	4998	5227	5453	5641	5908	6135
After 7 Years	10A	4402	4636	4867	5097	5332	5562	5754	6026	6255
After 15 Years	10B	4487	4728	4963	5197	5436	5670	5868	6144	6379
After 24 Years	10C	4574	4818	5059	5296	5542	5778	5981	6263	6501

EFFECTIVE FEBRUARY 1, 2024 11 MONTH SALARY SCHEDULE (general wage increase of 1.5%) (Cont'd)

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	SER	VICE	SENIORITY			
	ACCRUE	RETAIN	ACCRUE14.1	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

Letter of Understanding - Subrogation Rights

The following provisions apply to Article 13 - Sick Leave and Article 22 - 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 - 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, 2024.

Letter of Understanding - Paid Domestic Violence Leave

When there is adequate verification from a recognized professional, an employee who is in an abusive or violent situation will not be subject to discipline if work performance or absence can be linked to the abusive or violent situation. Absences which are not covered by sick leave or disability insurance will be granted as follows: During the life of the collective agreement the parties agree that leave requirements not appropriate for sick leave will be covered to a maximum of three paid days per year.

- Effective period: September 1, 2020 August 31, 2024
- Approval via Employee Health Services, no onerous documentation required
- Unique AESOP coding