



## **AGREEMENT BETWEEN**

## **EAST CENTRAL ALBERTA CATHOLIC SEPARATE SCHOOLS REGIONAL DIVISION NO. 16**

AND

## **THE SUPPORT STAFF**

*(Blessed Sacrament School, Blessed Sacrament Outreach, School Of Hope, St. Jerome's School, St. Thomas Aquinas, Theresetta, Mother Teresa Halkirk Catholic School, Christ-King Catholic School, and Central Office)*

**Effective  
September 1, 2007 to August 31, 2012**

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*This agreement is made in triplicate this \_\_\_\_\_ day of \_\_\_\_\_ 2008 pursuant to the School Act, 2000, as amended, and the Labour Relations Code.*

## **Agreement**

**BETWEEN: East Central Alberta Catholic Separate Schools Regional Division No.16  
(Hereinafter called "The Board")**

**and the**

**Support Staff at**

*(Blessed Sacrament School, Blessed Sacrament Outreach, School Of Hope, St. Jerome's School, St. Thomas Aquinas, Theresetta, Mother Teresa Halkirk Catholic School, Christ-King Catholic School, and Central Office)*

**(Hereinafter called "The Staff")**

### **ARTICLE 1 INTERPRETATION**

- 1.01 "Regular Employee" shall mean a full time or part time employee who has completed the required probationary period set out in this Agreement.
- 1.02 "Full - time Employee" shall mean an employee who occupies a regular position established by the Board and works a minimum of thirty (30) hours per week.
- 1.03 "Temporary Employee" shall mean an employee who occupies a temporary position established by the Board. A temporary employee shall not be used to displace a regular employee. A regular employee will be given first opportunity for temporary employment where there is staff reduction because of redundancy.
- 1.04 "Casual Employee" shall mean an employee other than a full time or part-time employee.
- 1.05 "Regular Position" shall mean a position established as such, the duties of which are of a continuing nature of indefinite extent.
- 1.06 "Temporary Position" shall mean a position established as such, the duties of which are for a specific purpose and for a specific period of time.
- 1.07 "12-month employee" is one who occupies a position established by the Board either in a school or in Central Office and such a position requires services on a 12-month annual basis.
- 1.08 "10-month employee" is one who occupies a position established by the Board either in a school or in Central Office and such a position requires services that coincide with the school calendar.
- 1.09 Grid levels in Article 16.02 do not reflect years of experience.

### **ARTICLE 2 APPLICATION**

- 2.01 The following articles of this Agreement shall apply to regular employees only;
  - (a) Article 3, Grievance Procedure (in case of termination of employment);
  - (b) Article 4, Termination of Employment;
  - (c) Article 6, Seniority;
  - (d) Article 7, Vacant Positions; and
  - (e) Article 8, Layoff and Recall.

- 2.02 Temporary employees shall receive only those benefits required by statute, the wages as per Article 16.02 and shall be subject to termination as required by statute.
- 2.03 Casual employees shall receive only those benefits required by statute, the wages as per Article 16.02 and shall be subject to termination on one (1) week notice.
- 2.04 Part-time employees shall receive the wage rates and the applicable conditions of employment specified in this Agreement on a pro-rata basis according to their hours of work, based on a six (6) hour workday.

### **ARTICLE 3 GRIEVANCE PROCEDURE**

- 3.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration, or violation of the Agreement. For application of this article, days shall mean workdays.
- 3.02 A grievance shall be processed according to the steps and time limits set out in this grievance procedure.
- 3.03 A grievance must be initiated in writing within thirty (30) days of the event, giving rise to the grievance, or of the time when the employee first became aware that the grievance had allegedly occurred.
- 3.04 A regular employee, shall during the time-period set out in Clause 3.03, first attempt to resolve his or her difference with his or her immediate supervisor.
- 3.05 Failing settlement of the difference under Clause 3.04, the grievant shall submit a grievance, pursuant to Clause 3.03 to the Superintendent of Schools. The grievance shall set out the particulars of the grievance, the Clause(s) of this Agreement, which are alleged to have been violated, and the redress sought. The Superintendent of Schools, or his designate, shall render a decision in writing within ten (10) days of receipt of the grievance.
- 3.06 Failing settlement of the grievance under Clause 3.05, the grievant shall forward written grievance to the Board within ten (10) days of receipt of the decision from the Superintendent of Schools. The Board shall render a written decision on the grievance within ten (10) days after the next regularly scheduled School Board Meeting.
- 3.07 A grievance of the Board shall be initiated in writing by the Principal or Administrator of a School to the Superintendent of Schools of the Board within thirty (30) days of the incident giving rise to the grievance or within thirty (30) days of the Principal or Administrator of a School becoming aware of the incident. The difference shall be attempted to be resolved in that time period. If unresolved in that time period, the Principal or Administrator of a School shall refer the grievance in writing to the Superintendent of Schools, setting out the particulars of the grievance, the clause(s) of this Agreement alleged to have been violated and the redress sought. The Superintendent of Schools shall provide his or her decision in writing within ten (10) days of receiving the grievance.
- 3.08 Failing settlement of the grievance under Clause 3.07, the grievance may be forwarded to the Board by the Principal or Administrator of a School within ten (10) days of receipt of the decision of the Superintendent of Schools. The Board shall render a written decision on the grievance within ten (10) days after the next regularly scheduled School Board Meeting.
- 3.09 Within ten (10) days after receiving the written decision of the Board after the School Board Meeting, the grievant may notify the Board in writing that he or she is referring the

grievance to arbitration. Such notice shall contain a statement of the grievance, the sections of this Agreement alleged to have been violated, the redress sought and specify at least three names of the persons desired as a single arbitrator. Within ten (10) days of receipt of such notice of referral to arbitration, the Board shall in writing accept one of the arbitrators proposed or provide the grievant with a list of at least three names of arbitrators it is willing to accept as a single arbitrator to hear the grievance. Within ten (10) days of receipt of the proposed names received from the Board, the grievant shall advise the Board in writing whether any of the names provided are acceptable. If the parties are unable to agree on a person who will be the single arbitrator, either party may request the Court of Queen's Bench of Alberta appoint a single arbitrator to hear the grievance.

- 3.10 Within ten (10) days after receiving the written decision of the Board after the School Board Meeting, the Superintendent of Schools of the Board may notify the grievant in writing that he or she is referring the grievance to arbitration. Such notice shall contain a statement of the grievance, the sections of this Agreement alleged to have been violated, the redress sought and specify at least three names of the persons desired as a single arbitrator. Within ten (10) days of receipt of such notice of referral to arbitration, the grievant shall in writing accept one of the arbitrators proposed or provide the Superintendent of Schools of the Board with a list of at least three names of arbitrators he or she is willing to accept as a single arbitrator to hear the grievance. Within ten (10) days of receipt of the proposed names received from the grievant, the Superintendent of Schools of the Board shall advise the grievant in writing whether any of the names provided are acceptable. If the parties are unable to agree on a person who will be the single arbitrator, either party may request the Court of Queen's Bench of Alberta appoint a single arbitrator to hear the grievance.
- 3.11 The arbitrator shall inquire into the grievance and issue a written award which is final and binding on the parties. The arbitrator shall not alter, amend or change the terms and conditions of this Agreement. If the arbitrator finds the grievant has been disciplined or discharged without just cause, the arbitrator may substitute any penalty for the discipline or discharge which the arbitrator finds to be just and reasonable in all of the circumstances. In the case of a discharge for just cause where the arbitrator finds there was not just cause to discharge the grievant, the arbitrator may award a monetary sum as severance pay to the grievant rather than reinstating the grievant. The provisions of the Alberta *Arbitration Act*, as amended from time to time, shall apply to the arbitration.
- 3.12 The time limits contained in the grievance and arbitration procedure may be extended by written consent of the grievant and a representative of the Board.

#### **ARTICLE 4 DISCIPLINE OR TERMINATION OF EMPLOYMENT**

- 4.01 A regular employee shall have the right to proceed under the grievance procedure in matters relating to discipline, suspension and discharge.
- 4.02 In case of discipline and discharge, the burden of proof of just cause shall rest with the Board.
- 4.03 An employee who is absent for three (3) consecutive scheduled working days without providing notice or sufficient cause to the Board shall be deemed to have abandoned his employment.
- 4.04 An employee shall provide one (1) month written notice to the Board of intention to terminate employment.

## **ARTICLE 5 PROBATIONARY PERIOD**

- 5.01 Upon initial employment in a regular position, a probationary employee shall serve a probationary period of one hundred and twenty (120) work days. By mutual agreement, the probationary period may be extended another one hundred and twenty (120) work days.
- 5.02 During the probationary period, a probationary employee may be terminated at any time by the Employer without recourse to the grievance procedures under this Agreement.
- 5.03 When a temporary employee is appointed to a regular position and the duties of the regular position are identical to the duties performed by the temporary employee immediately prior to the appointment, the requirement to serve a probationary period will be waived provided the temporary employee had performed these duties for one hundred and twenty (120) work days.

## **ARTICLE 6 SENIORITY**

- 6.01 Seniority shall be determined by length of service within either the office or non-office designation and shall be a consideration for the filling of vacant or newly created positions, layoff, and recall under this Agreement.
- 6.02 Upon successful completion of the probationary period, a regular employee shall be credited with seniority back to the commencement of his or her continuous employment with the Board.
- 6.03 Seniority shall accumulate when a regular employee is absent from work due to sick leave (including extended disability), accident, lay-off, education, maternity, or leave of absence approved by the Board, as specified in this Agreement.
- 6.04 Seniority and employment shall be lost in the event a regular employee:
  - (a) is dismissed for just cause and is not reinstated;
  - (b) resigns in writing; or
  - (c) is laid off for a period longer than one (1) year; and
  - (d) retires.
- 6.05 When an employee's seniority and employment are lost, no severance or termination pay is payable to the employee by the Board.

## **ARTICLE 7 VACANT OR NEWLY CREATED POSITIONS**

- 7.01 In filling a vacant or newly created position coming within the scope of this Agreement, the knowledge, qualifications and skills required for the vacant or newly created position shall be the primary considerations. Where two or more applicants are equally qualified, as judged by the Board, to fulfill the duties of the vacant or newly created position, seniority shall be the determining factor.
- 7.02 Prior to advertising vacant and newly created positions in the newspapers, the Board shall first advise employees of the competition by posting a notice containing the required qualifications, on bulletin boards in each staff room. The posting of notice may be waived where all employees receive written notice of the vacancy.
- 7.03 Where a regular employee fills a vacant or newly created position, the regular employee shall serve a trial period of one hundred and twenty (120) days worked. If the regular

employee is determined to be unsuitable for the position, or is unable to perform the duties of the position, the Employer shall return the employee to his or her former position or to a comparable position, without loss of seniority.

#### **ARTICLE 8 LAYOFF AND RECALL**

- 8.01 In the event of a lay-off, regular employees shall be retained on the basis of seniority provided they have the abilities and qualifications to do the required work.
- 8.02 Employees who have been laid off shall be recalled to work on the basis of seniority provided they have the abilities and qualifications to do the required work.
- 8.03 In the event of lay-off, the Board shall provide a regular employee with one (1) month notice of lay-off.
- 8.04 A regular employee who is on lay-off in excess of thirty (30) consecutive calendar days shall cease to accrue any benefits under the Agreement, for the entire period of absence.

#### **ARTICLE 9 HOURS OF WORK AND JOB DESCRIPTION**

- 9.01 The normal hours of work shall be determined for each specific position as assigned by the principal or designate, in consultation with the Superintendent.
- 9.02 The Board, through the Superintendent, principal or his designate, shall provide a written job description for each position.

#### **ARTICLE 10 OVERTIME**

- 10.01 Overtime is all time authorized by the employer and worked by an employee in excess of eight (8) hours per day, and/or forty-four (44) hours per week.
- 10.02 All overtime work authorized by the Board shall be paid at the rate of one and one half times (1.5) the employee's regular rate of pay.
- 10.03 Notwithstanding Clause 10.01, a regular employee who is called back to work after completing a regular shift shall be paid for a minimum of two (2) hours.
- 10.04 If mutually agreed between the employee and the employer, equivalent time off with pay may be granted in lieu of overtime pay. Time off with regular pay instead of overtime pay must be provided, taken, and paid to the employee within three (3) months of the end of the pay period in which it was earned; unless mutually agreed upon between the employee and the employer. Time off not taken by the last day of June in any given year shall be paid out.

#### **ARTICLE 11 RECOGNIZED HOLIDAYS**

- 11.01 The Board recognizes the following as paid holidays for regular full-time and part-time employees even if holidays fall on a regular day off.

New Year's Day  
Family Day  
Good Friday

Labour Day  
Thanksgiving Day  
Remembrance Day

Easter Monday  
Victoria Day  
Canada Day

Christmas Day  
Boxing Day

Any other day proclaimed as a holiday by the Dominion, Provincial, or Municipal Government.

- 11.02 To be eligible for a recognized holiday, a regular or probationary employee shall not be absent from work on the last working day prior to or the first working day following the recognized holiday, unless the absence is authorized by the Board.
- 11.03 A regular or probationary employee who is authorized by the Board to work on a recognized holiday shall be paid at the rate of two (2) times the regular rate of pay for those hours worked on the recognized holiday.
- 11.04 Part time employees shall receive statutory pay on a pro-rated basis.

## **ARTICLE 12 ANNUAL VACATION**

12.01 Annual vacation is defined as follows:

- (a) Upon completion of one (1) or more years service the employee shall have earned two (2) weeks holiday with regular pay or five (5) percent Holiday Pay;
- (b) Upon completion of four (4) or more years service the employee shall have earned three (3) weeks holiday with regular pay or seven point five (7.5) percent Holiday Pay;
- (c) Upon completion of nine (9) or more years service the employee shall have earned four (4) weeks holiday with regular pay or ten (10) percent Holiday Pay; and
- (d) Upon completion of fourteen (14) or more years service the employee shall have earned five (5) weeks holiday with regular pay or twelve point five (12.5) percent Holiday Pay.

12.02 Effective September 1, 2008 annual vacation is defined as follows:

12 month employees:

It is understood that the following vacation entitlements cannot be used before they are earned:

- (a) For less than 1 year of service, the employee shall earn one and one-quarter day per each full month of employment;
- (b) Upon completion of one (1) or more years service the employee shall have access to three (3) weeks holiday with regular pay per annum which is earned at a rate of one and one-quarter day per each full month of employment;
- (c) Upon completion of six (6) or more years service the employee shall have access to four (4) weeks holiday with regular pay per annum which is earned at a rate of one and two-thirds day per each full month of employment;
- (d) Upon completion of thirteen (13) or more years service the employee shall have access to five (5) weeks holiday with regular pay which is earned at a rate of two and one-twelfth days per each full month of employment; and

- (e) Upon completion of nineteen (19) or more years service the employee shall have access to six (6) weeks holiday with regular pay per annum which is earned at a rate of two and one-half days per each full month of employment.

10 month employees:

In lieu of annual vacation, 10 month employees shall receive the following vacation payments:

- (f) For less than 1 year of service, the employee shall earn six (6) percent Holiday Pay per annum;
- (g) Upon completion of one (1) or more years service the employee shall earn six (6) percent Holiday Pay per annum;
- (h) Upon completion of six (6) or more years service the employee shall earn eight (8) percent Holiday Pay per annum;
- (i) Upon completion of thirteen (13) or more years service the employee shall earn ten (10) percent Holiday Pay per annum; and
- (j) Upon completion of nineteen (19) or more years service the employee shall earn twelve (12) percent Holiday Pay per annum.

- 12.03 No vacation time shall be carried from one vacation year to the next vacation year, unless mutually agreed to in writing in advance by the Board and the regular employee. If unable to take vacation, unused vacation is to be paid out at year-end.
- 12.04 A regular employee with vacation time earned at the time of termination of employment will receive a proportionate holiday payment of wages in lieu of vacation time.
- 12.05 If a recognized holiday under Article 11 falls on or is observed during a regular 12 month employee's scheduled vacation period, that day shall be treated as a recognized holiday, and no deduction will be made from the regular employee's vacation time.
- 12.06 Where a regular 12 month employee can demonstrate to the Board's satisfaction that during the employee's vacation period the employee became entitled to bereavement leave, the regular employee's vacation time shall be adjusted accordingly.

### **ARTICLE 13 SUBSTITUTE SUPPORT STAFF**

- 13.01 The substitute support staff may be paid as per the lowest level of the salary grid for the position that they are replacing. If the position is a temporary casual position they may be paid as casual staff.
- 13.02 An employee who is assigned to replace another employee for a period of twenty (20) or more consecutive working days; in a higher paid classification; shall be paid the rate of pay for the higher classification in which the employee is relieving.
- 13.03 When an employee is required to temporarily perform the duties of a lower paid classification, his/her basic rate of pay will not be changed.

## ARTICLE 14 SICK LEAVE PROVISIONS

- 14.01 Sick leave, with pay, shall be granted to an employee for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness or disability in accordance with the following schedule:
- (a) Sick leave for a full time employee shall be earned and computed at the rate of two (2) working days for each full working month to a maximum of 100 working days.
  - (b) Notwithstanding Clause 14.01(a), the employee, after one year of service, shall be granted sick leave benefits, less used portion of statutory sick leave, up to ninety (90) calendar days required for long term disability, where the employee presents to the Board a doctor's recommendation for such extended leave.
  - (c) Should extended disability reoccur as per Clause 14.01(b), the Board will pay salary and benefits for the required ninety (90) days.
  - (d) Part time employees shall receive sick leave entitlements on a pro-rated basis.
  - (e) A regular employee is entitled to a maximum of four (4) days of leave during a school year to attend to the medical needs of an employee's parent, child or spouse. Such leave shall be at full pay and benefits and be taken from the employee's sick leave entitlement.
- 14.02 After ninety (90) calendar days of continuous absence due to disability, the Alberta School Employee Benefit Plan shall take effect.
- 14.03 An employee who is absent from school duties to obtain necessary medical or dental treatment, or because of accident, disability or sickness for a period of more than three (3) consecutive days may be required to present to the Board a medical certificate within fourteen (14) days after resuming duties.
- 14.04 An employee who is absent from school duties to obtain necessary medical or dental treatment, or because of accident or sickness for a period of three (3) consecutive days or less may be required to present to the Board a signed statement giving the reason for such absence upon return to regular duties.
- 14.05 In case of prolonged sick leave with pay, the Board may require at its expense, a certificate from a medical or dental practitioner designated by the Board.
- 14.06 Where an employee has suffered an illness and/or has been paid under the provisions of the Alberta School Employee Benefit Plan, upon his or her return to regular duty, he/she shall be entitled to sick leave under the provision of clause 14.01.
- 14.07 When an employee leaves the employ of the Board, all accumulated sick leave shall be cancelled.
- 14.08 Notwithstanding 14.07, in the case of an employee who has five or more years of service with the Board and re-enters its employ, the sick leave accumulated under clause 14.01 during the period of employment with the Board shall be reinstated, provided that the employee re-enters within a period of two years.
- 14.09 The Board agrees to grant (1) day of paid personal leave for forty-five days (45) of accumulated sick leave. An employee may take two (2) days of paid personal leave each year once the ninety (90) day sick leave accumulation is reached and provided the ninety (90) days are maintained at the time the personal days are taken. The principal shall be

informed of intention to take personal leave at least two (2) days in advance of the personal leave.

- 14.10 If the principal deems a substitute personnel is required, for the employee, the Board will pay for the substitute.
- 14.11 Effective September 1, 2008, the Board shall advise each employee in writing (along with their regular pay stub) by September 30 of each year of their accumulated sick leave entitlement.

## **ARTICLE 15 LEAVES OF ABSENCE**

- 15.01 A regular employee shall be granted leave without loss of wages to a maximum of five (5) regular scheduled consecutive work days in the event of the death of a spouse, child, parent of employee or spouse, brother, sister, or a relative who is a member of the employee's household.
- 15.02 A regular employee shall be granted leave without loss of wages to a maximum of three (3) regular scheduled consecutive workdays in the event of the death of a grandparent of employee or spouse, grandchild, sister-in-law, brother-in-law, daughter-in-law, and son-in-law.
- 15.03 A one-day leave without loss of wages shall be granted to a regular employee to attend a funeral as a pallbearer, or to attend a funeral of a close friend.
- 15.04 Special request for additional days of bereavement in the death of a spouse or child or for special circumstances may be approved by the Board.
- 15.05 Defined as follows:
  - (a) Maternity leave shall be granted for a maximum of eighteen (18) weeks without pay and benefits upon eight (8) weeks notice of expected date of commencement and return to work. Any leave beyond the eighteen (18) weeks will be considered personal leave without pay and benefits.
  - (b) The regular employee shall obtain and submit a certificate from a physician certifying her pregnancy and approximate day of confinement. The date of the beginning and termination of leave shall be mutually agreed. Where there is not mutual agreement, or subsequent extraordinary circumstances occur, the Board shall determine the dates of such leave on the recommendation of the physician.
  - (c) The regular employee returning to work after maternity leave shall provide the Board with at least six (6) weeks prior notice. On return from maternity leave the regular employee shall resume her former position or a comparable position.
  - (d) Maternity leave or leave for adoption of a child shall be granted without pay and benefits, with the exception of maternity leave benefits granted in accordance with the approved registered 95% Supplemental Unemployment Benefits (SUB) plan during the health-related portion of her maternity leave, as per her doctor's certification. The Board shall pay its portion of benefit plan premiums during the health-related portion of maternity leave. The remainder of the maternity leave not covered by the health-related portion shall be without pay and benefits.
  - (e) Parental leave shall be granted to qualifying employees in accordance with the Employment Standards Code. The total of Maternity and Parental Leave shall not

exceed 52 weeks. Should two employees be entitled to share a Parental Leave, only one of them may be absent from work at one time, except by permission of the Board.

15.06 Leave of absence without loss of salary shall be granted:

- (a) for jury duty or any subpoena related thereto; or
- (b) to answer a subpoena to attend as a witness in any proceeding, except against the employee or an employee's defense against the Board, authorized by law to compel the attendance of witnesses, provided that the employee remits to the Board any witness fee or jury stipend (excluding allowances and/or expenses) set up by the Court or other body.
- (c) because of inclement weather, impassable roads or failure of public transportation facilities based on the Board's discretion.

15.07 The Board agrees to grant a leave of absence with pay for the following incidents and for the following maximum annual days for each incident, provided the regular employee is required to attend to the incident during his normal hours of work:

| <b>INCIDENT DAYS</b>                                                                                                                                                            | <b>ANNUAL MAXIMUM</b> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| To write an examination to upgrade his/her employment qualifications for work                                                                                                   | one (1) day           |
| To attend to serious accidents or critical illness of a spouse, child, parent of employee or spouse brother, sister, and a relative who is a member of the employee's household | five (5) days         |

15.08 A regular employee may make an application to the Board for a leave of absence with or without pay. Such application shall be in writing stating the reason(s) necessitating the leave.

15.09 The Board may require written verification for any leave of absence under this Article.

**ARTICLE 16 PAYMENT OF WAGES**

16.01 The Board agrees to pay wages to employees in twelve (12) equal payments, in accordance with the hourly wage schedule set out under Clause 16.02. The Board agrees to provide each employee an itemized statement of his / her wages, overtime and deductions with each pay cheque.

16.02 Salary Grid - effective September 1, 2007 (4%)

| <b>Position</b> | <b>Level 1</b> | <b>Level 2</b> | <b>Level 3</b> | <b>Level 4</b> | <b>Level 5</b> |
|-----------------|----------------|----------------|----------------|----------------|----------------|
| Payroll Clerk   | 21.76          | 22.85          | 23.99          | 25.19          | 26.45          |
| Technician      | 19.07          | 20.03          | 21.04          | 22.09          | 23.19          |

| <b>Position</b>                 | <b>Level 1</b> | <b>Level 2</b> | <b>Level 3</b> | <b>Level 4</b> | <b>Level 5</b> |
|---------------------------------|----------------|----------------|----------------|----------------|----------------|
| Executive Assistant             | 18.81          | 19.72          | 20.64          | 21.56          | 22.53          |
| Secretary 2 /<br>Office Clerk 2 | 17.08          | 18.03          | 19.03          | 19.99          | 21.04          |
| Secretary 1 /<br>Office Clerk 1 | 15.03          | 16.00          | 16.99          | 18.04          | 19.19          |
| Librarian                       | 13.99          | 14.87          | 15.80          | 16.80          | 17.86          |
| Instructional Assistant         | 13.66          | 14.55          | 15.43          | 16.40          | 17.37          |
| Teacher's Assistant             | 12.68          | 13.48          | 14.31          | 15.19          | 16.18          |
| Caretaker                       | 13.88          | 14.75          | 15.67          | 16.64          | 17.69          |
| Librarian Assistant             | 12.06          | 12.84          | 13.66          | 14.52          | 15.42          |
| Clerical Asst.                  | 10.70          | 11.40          | 12.07          | 12.77          | 13.47          |
| Casual Help                     | 10.70          |                |                |                |                |

Due to unusual pressures of the job market, it has become necessary to permanently adjust hourly rates for Payroll Clerk and Caretaker (in addition to a 4% salary increase).

- 16.03 In accordance with the Memorandum of Agreement between the Government and the ATA dated November 13, 2007, for the school years 2008/2009 to 2011/2012, salary grid adjustments will be as follows:

The Alberta Average Weekly Earnings\* Index (AAWEI) percentage increase for September 1, 2008 will be calculated by comparing the average of earnings for Alberta for January 1, 2007 to December 31, 2007 to the average of earnings for Alberta for January 1, 2006 to December 31, 2006, and then applied to the salary grid in effect on August 31, 2008.

The Alberta Average Weekly Earnings\* Index (AAWEI) percentage increase for September 1, 2009 will be calculated by comparing the average of earnings for Alberta for January 1, 2008 to December 31, 2008 to the average of earnings for Alberta for

January 1, 2007 to December 31, 2007 and then applied to the salary grid in effect on August 31, 2009.

The Alberta Average Weekly Earnings\* Index (AAWEI) percentage increase for September 1, 2010 will be calculated by comparing the average of earnings for Alberta for January 1, 2009 to December 31, 2009 to the average of earnings for Alberta for January 1, 2008 to December 31, 2008, and then applied to the salary grid in effect on August 31, 2010.

The Alberta Average Weekly Earnings\* Index (AAWEI) percentage increase for September 1, 2011 will be calculated by comparing the average of earnings for Alberta for January 1, 2010 to December 31, 2010 to the average of earnings for Alberta for January 1, 2009 to December 31, 2009, and then applied to the salary grid in effect on August 31, 2011.

**Note:** If the AAWEI calculation results in a negative number, the current salary grid in effect at the time shall continue in effect for the subsequent school year.

\* The average weekly earnings for Alberta (based on the Statistics Canada Survey of Employment, Payrolls and Hours), unadjusted for seasonal variation, by type of employee for selected industries classified using the North American Industry Classification System (NAICS), monthly (Dollars) (281-0026).

- 16.04 Employees shall receive pay step advancements the first of the month following the completion of 1820 hours worked at each step of the pay range to which the employee has been allocated. Accumulation of these hours shall commence September 1, 2002.
- 16.05 Administrators shall place new employees on the grid based on their qualifications and experience.

## **ARTICLE 17 JOB CLASSIFICATION**

- 17.01 A regular employee, upon written request, may obtain a copy of his or her job description. Upon commencement of employment with the Board, a regular employee will be given a copy of his job description.
- 17.02 When a new position covered by the Agreement is established and classified, the rates of pay for the position shall be subject to mutual agreement between the Board and the employee.
- 17.03 Should the parties be unable to agree on the rate of pay for the position in question, the matter may be subject of the next round of the bargaining between the parties to this Agreement.

## **ARTICLE 18 HEALTH PLAN BENEFITS**

- 18.01 The Board shall pay ninety five percent (95%) of the monthly premiums of the following plans:
  - 18.1.1 (a) ASEBP Extended Disability— Plan D1
  - (b) ASEBP Life and Accidental Dismemberment—Plan 2A
  - (c) ASEBP Dental Plan—Plan 3C
  - (d) ASEBP Extended Health Care—Plan 1
  - (e) ASEBP Vision Plan —Plan 3

(f) Alberta Health Care

- 18.02 Effective September 1, 2008 the Board shall pay one hundred percent (100%) of the monthly premiums of the following plans:
- 18.02.1 (a) ASEBP Extended Disability— Plan D1  
(b) ASEBP Life and Accidental Dismemberment—Plan 2A  
(c) ASEBP Dental Plan—Plan 3C  
(d) ASEBP Extended Health Care—Plan 1  
(e) ASEBP Vision Plan—Plan 3  
(f) Alberta Health Care
- 18.03 If regular part-time employees wish to have these benefits they must request them from the Board.
- 18.04 A regular part-time employee shall receive those benefits on a pro-rata basis by comparing the part-time hours worked to a six (6) hour work day.
- 18.05 The Board will establish, for each regular employee, a Health Spending Account (HSA) that adheres to Canada Revenue Agency (CRA) requirements. Effective September 1, 2011, the Board will establish for each employee, a HSA of \$300 allotted on an annual basis, prorated to an employee's FTE. The unused balance will be carried forward to the extent permitted by the CRA. Notwithstanding, no HSA credits will be contributed for employees who are in receipt of extended disability benefits (EDB), in receipt of a pension under the Local Authority Pension Plan, or on leaves of absence of 30 days duration or more. Employees leaving the employ of the Board for any reason will forfeit any remaining balance.

**ARTICLE 19 GENERAL**

- 19.01 When a regular employee is required to use his or her private automobile to travel on school business, to the bank or post office, the employee shall be reimbursed at least the travel reimbursement as set by the Board.
- 19.02 Eligible employees shall be covered by the Workers Compensation Act.
- A regular employee who is prevented from performing regular duties, as a result of an injury sustained in the performance of duties with the Board and as a result is eligible to receive Worker's Compensation, shall be paid regular wages during the period the employee is required to remain off work provided the employee assigns over to the Board any eligible Worker's Compensation Board payments.
- 19.03 The employees listed in Appendix "A" shall be entitled, upon retirement, to those amounts listed.
- 19.04 Registered Retirement Savings Plan. A contribution of five (5%) percent of monthly salary matched by the regular employee shall be made by the Board on the regular employee's behalf to an RRSP with Sun Life Financial Advisory Services Inc. and may not be withdrawn until formal termination by the Board. New regular employees shall be eligible to receive the RRSP benefit after completing six (6) months of continuous service with the Board. Regular employees may request to have an additional deduction from their monthly pay deposited to their RRSP as long as this is at no cost to the Board.

- 19.05 Local Authorities Pension Plan (LAPP). Effective September 1, 2008 or once the Board is advised of LAPP acceptance for membership, all regular employees who meet the eligibility requirements of the Local Authorities Pension Plan (LAPP) and the LAPP Board Policy shall participate in the plan. At that point, Registered Retirement Savings Plan as per clause 19.04 will discontinue.

**ARTICLE 20 TERM AND EFFECTIVE DATE**

- 20.01 Unless otherwise specifically provided for in the Agreement, this Agreement shall take effect September 1, 2007 and shall remain in effect until August 31, 2012 and shall continue from year to year thereafter unless a new Agreement is ratified by both parties. Notice to commence bargaining shall be in accordance with Clause 20.02.
- 20.02 Not less than sixty (60) calendar days nor more than one hundred and twenty (120) calendar days prior to the termination date of this Agreement, either party may give to the other party a notice in writing of its intention to commence bargaining.
- 20.03 A notice to commence bargaining shall contain the particulars of all amendments which the party serving the notice wishes to consider during bargaining.
- 20.04 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

**ARTICLE 21 BINDING AGREEMENT**

21.01 This Agreement in binding on all support staff employees of the Board. This Agreement will continue to be binding on support staff employees until a new Agreement becomes effective. For this Agreement to become effective, each support staff employee shall sign a written acknowledgement accepting the terms and conditions of this Agreement.

**IN WITNESS WHEREOF** the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2008.

**FOR THE EAST CENTRAL ALBERTA CATHOLIC SEPARATE SCHOOLS REGIONAL DIVISION NO. 16**

\_\_\_\_\_  
**Jim Brady**, Chair of the Negotiations Committee

\_\_\_\_\_  
**Iveta Paulik**, Secretary - Treasurer

**FOR THE SUPPORT STAFF AT EAST CENTRAL ALBERTA CATHOLIC SEPARATE SCHOOLS REGIONAL DIVISION NO. 16**

\_\_\_\_\_  
**Irene Murphy**, Chair of the Negotiations Committee

\_\_\_\_\_  
**Marian Emter**, Negotiations Committee Representative

I, Iveta Paulik, Secretary-Treasurer of the East Central Alberta Catholic Separate Schools Regional Division No. 16 certify that the foregoing agreement was ratified and adopted by resolution of the Board at a duly constituted meeting thereof, held on the \_\_\_\_\_ day of \_\_\_\_\_ 2008 and the Chairman was then authorized to execute it on behalf of the Board.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2008 \_\_\_\_\_ Secretary/Treasurer

**APPENDIX "A"**

*Grandfather Employees  
RRSP Clause 19.03*

| Employee # | Amount Due                                           |
|------------|------------------------------------------------------|
| 0045       | \$6,300                                              |
| 0141       | Paid Out (2004-2005)                                 |
| 0132       | \$5,400                                              |
| 0043       | Paid Out                                             |
| 0129       | \$4,200                                              |
| 0042       | \$3,900                                              |
| 0038       | \$3,900                                              |
| 0142       | \$3,300                                              |
| 0150       | Paid out                                             |
| 0084       | \$3,000                                              |
| 0115       | \$3,000                                              |
| 0044       | \$3,000                                              |
| 0146       | \$3,000                                              |
| 0154       | \$3,000                                              |
| 0037       | \$3,000                                              |
| 0151       | \$3,000                                              |
| 0153       | \$3,000 (Board Motion #2005-216, September 26, 2005) |

**APPENDIX "B"**

**East Central Alberta Catholic S.S.R.D. #16**

*Letter of Intent*

To the Support Staff of ECACSSRD #16:

The Board of Trustees recognizes that there is a need to have an evaluation process in place for all support staff employees at each school, as well as at central office. As per Administrative Procedure 422 – Support Staff Evaluation, evaluations will be conducted on an annual basis for all support staff employees.

The Board has asked administration to ensure all support staff evaluations are completed as per the guidelines outlined in Administrative Procedure 422 Section 4.

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Jim Brady  
Chairman  
Board Negotiation Committee