

SUPPORT STAFF

EDMONTON PUBLIC SCHOOLS COLLECTIVE AGREEMENT

between

*Board of Trustees
Edmonton School District No. 7*

and

*Canadian Union of Public Employees
Local 3550*

September 1, 2006 to August 31, 2011



EDMONTON PUBLIC SCHOOLS



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1. Recognition

- 1.a The Board recognizes the Canadian Union of Public Employees Local 3550 as the sole and exclusive bargaining agent for all employees included under Certificate #350-93, including those supply hourly employees filling, in a temporary or acting capacity, positions that would be included under clause 26.h *Position Title By Pay Grade Groups*, specifically excluding the following positions:

Administrative Assistants to:
Executive Directors
Board of Trustees
Board Secretary
Director Communications
Personnel Directors
General Counsel
Managing Directors
Superintendent of Schools
Manager Staff Health Services
Manager Compensation and Labour Relations
Treasurer

- 1.b It is agreed that the Board, for the term of the agreement, will not contract out support staff work if such action will result in the layoff or reduction in full time equivalency (FTE) or 12-month status of any current permanent employees. It is also agreed by both parties that the provision of the collective agreement shall not apply to employees hired pursuant to the Summer Temporary Employment Program (STEP).

2. Board Rights

- 2.a The right to control operations and to direct the work force is vested exclusively with the Board, subject only to the restrictions provided in this agreement which affect the exercise of these rights.

- 2.b Where the Board requires an employee to undergo a medical examination by a physician approved by the Board, all related costs will be borne by the Board and the employee shall be provided with a copy of the Board physician's report.

3. Definitions

- 3.a "12-month employee" is one who occupies a position established by the Board either in a school or in Central Services and such a position requires services on a 12-month annual basis.
- 3.b "10-month employee" is one who occupies a position established by the Board either in a school or in Central Services and which position requires ten (10) consecutive months of service on a 12-month annual basis.
- 3.c "Part-time employee" is one who occupies a 10-month or 12-month position established by the Board and which position requires services on less than a full-time basis.
- 3.d "Temporary bi-weekly employee" is an employee hired on a full or part-time basis for a period not less than thirty-five (35) cumulative work days in the same classification and location within the current school year as defined in Board policy except as provided in 4.c(iv). The intended duration of employment shall be given to the employee in writing at the time of hiring. Temporary bi-weekly employees shall receive from the Board a copy of the collective agreement at the commencement of their first temporary bi-weekly assignment.
- 3.e "Probationary employee" is one who, at commencement of employment with the Board, occupies an established position for a probationary period of up to six (6) months.
- 3.f "Permanent employee" is one who has successfully completed the probationary period.
- 3.g "Supervisor" is the designated person to whom an employee reports.
- 3.h "Supply support staff" are temporary employees hired on an hourly basis to carry out temporary assignments on a day-to-day basis, for a period not to exceed thirty-five (35) cumulative work days in the same classification and location.
- 3.i "School year" shall mean the school year as defined in Board policy.
- 3.j "Probation period" means the period of up to six (6) months that a new employee serves at the commencement of employment.
- 3.k "Trial period" means the period of up to three (3) months that a present employee serves when promoted or transferred to an equivalent or higher position.
- 3.l "Recall period" means the 12-month period following the date on which an employee is laid off and placed on recall. Staff members who refuse a second recall to an equivalent position will forfeit any recall rights and lose their permanent status.
- 3.m "Recall list" is a listing of the names of those employees who during the last twelve (12) months have been laid off and placed on recall.

- 3.n “Compressed work week” shall mean fewer days of work in the work week and more hours of work in a work day paid at the employee’s regular wage rate. A compressed work week is scheduled in advance and these arrangements must be approved by the supervisor based on operational requirements. Employees on a compressed work week shall normally work between Monday and Friday.
- 3.o “Flexitime” shall mean an employee’s work day is not generally scheduled. There is flexibility regarding start times, lunch breaks and end times. These arrangements must be approved by the supervisor based on operational requirements. Employees shall normally work between Monday and Friday.
- 3.p “Board” shall mean “Edmonton School District #7” or the “Employer”.
- 3.q "Liaison Committee" shall mean a committee comprised of representatives appointed by the Union and the Employer for the purpose of solving problems unrelated to the collective agreement and separate and distinct from negotiations.

4. Appointments and Staff Changes

- 4.a Appointments shall be made on the basis of seniority an evaluation of all qualifications including skills, training, knowledge and performance in current position. In the event that the qualifications of the applicants are relatively equal, seniority with the Board shall be the determining factor in the selection process. First consideration will be given to permanent employees covered by this collective agreement.
- 4.b(i) Vacant positions including new positions will be filled in order of priority by:
- (a) permanent employees requiring administrative placement by the Superintendent;
 - (b) permanent employees who are on the recall list;
 - (c) posting the vacant position as per clause 4.c.
- 4.b(ii) Provided they have the required qualifications, experience, and ability to fulfill the normal requirements of the position, permanent employees requiring an administrative placement or on the recall list will be offered, in order of seniority, vacant positions of the same position which are of equal FTE and 10-month or 12-month status.
- 4.b(iii) Staff who refuse a second recall to a vacant position of the same position which is of equal FTE and 10-month or 12-month status will forfeit their recall rights and have their employment terminated without severance pay.

- 4.c(i) Notice of vacancy in any authorized permanent position within the bargaining unit as well as any authorized secretarial or clerical position outside of the bargaining unit, will be posted, in a location readily accessible by all staff, in central services and schools for five (5) working days prior to the closing date of the competition.
- 4.c(ii) All staff on extended disability or leave of absence will have copies of postings mailed to their most recent address provided that they have informed the Board in writing of their intended date of return.
- 4.c(iii) Notwithstanding the above, when a position is reclassified, the incumbent will, if qualified, be placed in the new position without that position being advertised. In all such instances, the Union shall be informed of the reclassification and the name of the incumbent.
- 4.c(iv) If a temporary bi-weekly position continues beyond the current school year as defined in Board policy, including the summer layoff period, that position will be deemed to have become permanent and shall be filled in accordance with 4.b unless the temporary bi-weekly employee is replacing an employee who is absent due to illness, leave of absence or vacation.
- 4.c(v) The hiring of new employees in the bargaining unit will not take place until:
 - (a) there are no qualified employees requiring administrative placement or on the recall list; and
 - (b) the applications of permanent employees in the bargaining unit have been considered in accordance with clause 4.a; and
 - (c) the applications of supply support staff have been considered.

- 4.d(i) Prior to the last working day of each school year, the Board will determine the date upon which each 10-month employee is to commence employment in the following school year and advise each employee in writing.
- 4.d(ii) Unless otherwise notified, 10-month employees assigned to senior high schools are required to report for duty two (2) weeks prior to the commencement of the school year.
- 4.d(iii) Unless otherwise notified, all other 10-month employees will report for duty one (1) week prior to the commencement of the school year.
- 4.e(i) The Board shall have the right to identify staff for transfer or layoff. When a change in needs occur, or a reduction in staff is necessary, the decision unit administrator will take seniority and program needs into consideration.
- 4.e(ii) Notice of layoff will be given to the employee in writing fifteen (15) working days prior to the layoff and shall indicate the reasons for the layoff.
- 4.e(iii) Staff on layoff, provided they are qualified, will be recalled to those vacant positions as per clause 4.b.
- 4.e(iv) Employees who have been given notice of layoff will be provided with time off to interview for alternative employment within the district without loss of pay.

- 4.f(i) Prior to June 8th of the current school year, the following permanent employees must indicate whether they wish to participate in the bumping process:
- (a) Employees identified for layoff during the school year who have not obtained another permanent position.
 - (b) Employees identified for transfer for the ensuing school year.
 - (c) Full-time employees who have an involuntary reduction in their FTE during the school year and who are still at less than 1.0 FTE at the time of the bumping process. These employees may choose to enter the bumping process at 1.0 FTE.
- 4.f(ii) Employees participating in the bumping process will:
- (a) be placed, in order of seniority, into vacant positions with the same position title, FTE and 10-month or 12-month status provided the employee has the required qualifications, experience and the ability to fulfill the normal requirements of the position, or
 - (b) where there is no suitable vacant position available, the employee may elect to replace the employee with the least seniority and the same position title, FTE and 10-month or 12-month status provided the employee has the required qualifications, experience and the ability to fulfill the normal requirements of the position. The replacement shall be effective at the start date for the position at the commencement of the ensuing school year.
- 4.f(iii) In the event the same FTE position is not available, the employee may replace the employee with the least seniority and lesser FTE within that position title. An employee identified for transfer and not placed by June 30 of that year shall receive notice of layoff to be effective at the commencement of the ensuing school year and will have rights in accordance with clause 4.e(iii). These same dates will apply to staff who are laid off as a result of being bumped.
- 4.f(iv) Employees entitled to severance pay under the Employment Standards Code, who are not placed within the 12-month recall period, shall have their employment terminated and be paid at the rate of one (1) week's pay for every year of permanent service with the Board to a maximum of ten (10) weeks or in accordance with the Employment Standards Code, whichever is greater.
- 4.g Employees shall give at least two (2) weeks written notice if they decide to terminate employment.

5. Discipline & Discharge

- 5.a(i) The Board shall have the right to transfer, discipline, demote, suspend, layoff or discharge employees for proper and sufficient cause. An employee discharged for proper and sufficient cause shall not be entitled to notice or pay in lieu of notice.
- 5.a(ii) An employee shall have the right to have a Union representative present at a meeting which involves disciplinary action and is likely to result in a written reprimand, suspension, demotion or termination. If the employee waives their right to Union representation, the Employer will immediately provide the Union with written notice of the waiver one (1) working day prior to proceeding with this disciplinary meeting.
- 5.b When an employee is entitled to severance pay, it shall be paid in accordance with federal and provincial regulations.

6. Personnel Records

- 6.a Upon prior arrangement, employees have the right to review their personnel file. Employees shall have the right to obtain a copy of any material contained in their personnel file at no cost to the employee. Employees may have a representative of the Union present during such review.
- 6.b An employee may respond to any documents in the personnel file and such response, if in writing, will become part of that file.
- 6.c After thirty (30) months, an employee may request removal of disciplinary reports provided that there have been no further reports issued or disciplinary action taken within the thirty (30) month period.

7. Probation and Trial Period

- 7.a A probationary employee is an employee as defined in clause 3.e and whose employment may be terminated at the Board's discretion at any time during this period.
- 7.b The probationary period for an employee may, at the discretion of the Board, be extended by a maximum of three (3) months, provided that the employee is notified in writing with the reasons for the extension prior to the expiration of the initial three (3) month period.
- 7.c If a probationary employee is employed in the same position beyond the probationary period, the employee will be deemed to have successfully completed the probationary period.
- 7.d(i) An employee who is promoted or transfers to another permanent position shall be on a trial period for up to three (3) months.
- 7.d(ii) If the Employer determines the employee is unable to fulfill the requirements of the position, or if the employee does not wish to remain in the position during the trial period, the Board shall place the employee in the employee's former position, if available, or its equivalent as soon as possible.
- 7.d(iii) If the former position or its equivalent is not available, the employee shall be assigned to Supply Services at the same salary and benefits as their former position until a placement is made.
- 7.d(iv) The trial period for an employee may, at the discretion of the Board, be extended by a maximum of three (3) months, provided that the employee is notified in writing with the reasons for the extension prior to the expiration of the initial three (3) month period.
- 7.d(v) If an employee is employed in the same position beyond the trial period, the employee will be deemed to have successfully completed the trial period.

8. Hours of Work

- 8.a Hours of work for full-time employees shall normally be seven (7) hours per day Monday to Friday. The work schedule shall be arranged by the supervisor. Hours and days of work may be amended to meet the needs of individual positions, departments or all employees provided that the total hours per pay period do not exceed seventy (70) hours per pay period.
- 8.b(i) Employees shall be entitled to a fifteen (15) minute paid break in each half day worked at a time determined by the supervisor.
- 8.b(ii) Employees with an FTE of .714 or greater shall be entitled to a minimum thirty (30) minute unpaid lunch break. Lunch breaks shall be taken at a time determined by the supervisor.
- 8.c An employee shall be notified in writing of any substantial change to their regular work schedule or FTE which exceeds five (5) work days. Notice of such a change shall be given at least ten (10) working days prior to the effective date of such a change, unless the FTE is being reduced then the employee shall be given fifteen (15) working days notice. Employees who have been given notice of FTE reduction of at least 0.300 FTE will be provided with time off work to interview for alternative employment within the district without loss of pay.

9. Overtime

9.a(i) Overtime shall be defined as:

- (a) hours worked in a pay period that exceed the hours of a full-time employee;
- (b) all hours worked on Saturday and Sunday unless the employee is normally scheduled to work on those days;
- (c) all hours worked on statutory, general or Board declared holidays;
- (d) all hours worked in conjunction with meetings or other school or Central Services activities outside of normal working hours.

9.a(ii) Overtime shall be paid at the rate of one and one half (1½) times the employee's regular rate of pay except that when overtime is worked on statutory, general or Board declared holidays, overtime shall be paid at the rate of two (2) times the employee's regular rate of pay.

9.b When an employee is called from home to work overtime, the employee shall be paid a minimum of three (3) hours pay at that employee's overtime rate.

9.c All overtime shall require approval in writing.

9.d(i) The Board may allow an employee the option of taking time banked in lieu of payment for approved overtime. Such time banked shall be based on the applicable overtime rate.

9.d(ii) Any or all banked overtime credits will be paid out upon the request of the employee on the next pay period following the request.

9.d(iii) All outstanding overtime credits shall be paid out annually on the first pay period in June.

9.d(iv) This requirement may be waived on a case by case basis provided that a written mutual commitment has been made by the employee and the employee's supervisor to allow the employee specific days off in lieu of any unpaid overtime credits.

10. Holidays

10.a(i) Employees shall be entitled to the following holidays:

New Years Day	August Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

As well as any other holiday proclaimed by the City of Edmonton, Government of Alberta or Government of Canada except when replacing holidays above-named, in which case only one (1) holiday shall be recognized. Employees scheduled to work on December 24 and December 31 of each year shall be entitled to a half-day paid holiday on each of those days. This shall include 10-month employees.

10.a(ii) Part-time staff will be paid for the above holidays only if they would normally be scheduled to work on that day.

10.b If any of the holidays outlined in clause 10.a(i) falls on an employee's regular day off and an equivalent day in lieu thereof has not been proclaimed by the Board, there shall be added to that employee's annual vacation allowance one (1) day for each holiday so occurring. Notwithstanding the foregoing, in the case of a 12-month employee, if a holiday falls on a regular working day during the period of that employee's annual vacation, one (1) day shall be added to that employee's accumulated vacation entitlement for each day so occurring.

11. Vacations

11.a(i) Employees shall receive the following annual vacation with pay, calculated as of June 30 each year, and pro-rated on the basis of the time worked in the previous twelve (12) months.

After one (1) year of continuous service ----- fifteen (15) days
After eight (8) years of continuous service -----twenty (20) days
After seventeen (17) years of continuous service ----- twenty-five (25) days
After twenty-five (25) years of continuous service ----- thirty (30) days

11.a(ii) Employees with less than one (1) year of continuous service shall earn vacation entitlement on a pro-rated basis.

11.a(iii) Temporary bi-weekly employees shall earn vacation entitlement at a rate of four percent (4%) to be added to their bi-weekly pay.

11.b 10-month employees with less than eight (8) full years of continuous service shall be entitled to paid annual vacation days that coincide with those days in the Christmas, spring break and teachers' convention that are not named holidays.

11.c Employees transferring from 12-month to 10-month positions shall have the option of being paid all vacation days due to them on the date of transfer or carrying their accumulated vacation forward.

11.d Vacations may be taken at the discretion of the Board after consideration of departmental needs and the wishes of the employee. Upon approval, a 12-month employee may defer up to one (1) year of vacation entitlement.

11.e If an employee, is absent due to sickness or disability for a period of ninety (90) consecutive calendar days, further accumulation of vacation entitlement will be discontinued until such time as that employee returns to regular duty.

11.f Full-time 12-month employees shall be entitled to choose either an additional five (5) days vacation or a bonus equal to five (5) days pay paid by February 15 if during the preceding calendar year such employee has not been absent due to leave of absence without pay for more than five (5) consecutive working days requested by the employee or due to illness, disability or non-occupational accident. This entitlement will be reduced by one (1) day for each day absent for the above-mentioned reasons during the preceding calendar year. 10-month and part-time employees shall be eligible for the pro-rated additional vacation entitlement based on time worked during the year.

12. Sick Leave

- 12.a Sick leave is the period of time an employee is absent with full pay due to sickness, disability, medical or dental treatment, or an accident not covered by Workers' Compensation or Extended Disability Benefits (EDB) provided under clause 21.
- 12.b(i) Sick leave entitlement shall be earned by full-time 12-month employees on the basis of twenty-two (22) working days per year.
- 12.b(ii) Part-time and 10-month employees will earn sick leave entitlement on a pro-rated basis according to time worked during the year.
- 12.b(iii) An employee who has not completed one (1) full year of continuous service shall be entitled to sick leave on a pro-rated basis.
- 12.c(i) Each employee shall accrue one hundred percent (100%) of all unused sick leave to a maximum total accumulation of one hundred seventy-five (175) working days.
- 12.c(ii) Notwithstanding the above, if an employee is absent due to sickness or disability for a period of ninety (90) consecutive calendar days, no further sick leave shall be earned until such time as that employee returns to regular duty.
- 12.c(iii) Where an employee has been or expects to be absent for a period in excess of twelve (12) months, the position occupied by that employee may be declared vacant and the employee notified in writing within ten (10) working days of the decision.
- 12.c(iv) When ready to return to work, the employee will be placed on the same step and grade of the salary schedule and the same 10-month/12-month status as was effective when the leave commenced but not necessarily in the same location.
- 12.d In any one (1) year, the number of days of sick leave taken in excess of that year's entitlement will be deducted from the employee's total accumulation.
- 12.e Where an employee has left the service of the Board and then has been re-engaged, the provisions of clause 12 shall apply only from the date of the most recent engagement. However, transfers from one position to another, or recall from layoff within the twelve (12) month period, shall not affect accumulated sick leave entitlements.
- 12.f An employee who becomes eligible for disability benefits will not be entitled to receive sick leave benefits.
- 12.g When sick leave extends for a period in excess of three (3) consecutive working days, the employee may be required to provide a certificate from a qualified medical or dental practitioner before sick leave benefits are paid. The cost of the certificate shall be covered by the Board.

13. Compassionate, Bereavement and Family Leave

- 13.a(i) The Board undertakes to grant leave with full pay to employees who are required to be absent as a result of critical illness or death of near relatives or other persons.
- 13.a(ii) The granting of leave and number of days allowed shall be at the discretion of the Board based on the specific circumstances of each request.
- 13.a(iii) If bereavement occurs while an employee is on vacation, there shall be no deduction of vacation credits for the period of the bereavement leave.
- 13.b Leave of absence with pay shall be granted to an employee to a maximum of three (3) working days per school year for the purpose of making arrangements for the care of a family member, or caring for a family member or other persons who reside in the home of the employee.

14. Parental/Maternity Leave

- 14.a(i) An employee with one (1) year of service shall be granted leave in accordance with clause 14.a(ii).
- 14.a(ii) Leave of absence without pay or benefits shall be granted, upon thirty (30) days written notice where possible, to an employee who is pregnant or who will be the primary caregiver of a natural or adopted child of that employee. Such leave shall be for a definite period not to exceed fifteen (15) consecutive weeks for maternity leave, thirty-seven (37) consecutive weeks for parental leave and fifty-two (52) consecutive weeks for adoption leave.
- 14.a(iii) Maternity leave shall commence at the discretion of the employee at any time within twelve (12) weeks of the estimated date of delivery. Maternity leave can begin no later than on the actual date of delivery.
- 14.a(iv) Parental leave can begin at any time after the birth or adoption of the child but must be completed within fifty-two (52) weeks of the date a child is born or an adopted child is placed with the parent.
- 14.a(v) Second parent leave, which shall be available to one parent at a time, for a maximum of thirty-seven (37) weeks, without salary or benefits, shall commence at the discretion of the employee at any time after the birth or adoption of the child and completed within fifty-two (52) weeks of the birth or adoption of the child, provided that the employee supplies the Employer with proof. If shared, the second parent shall provide four (4) weeks notice to commence that leave.
- 14.a(vi) The employee may terminate the maternity/parental/adoption leave with a four (4) week prior notice, in writing, at any time during the combined leave period. Upon completion of the leave, the employee shall return to the position held when the leave commenced. If that position no longer exists, the Employer shall provide the employee with alternate work of a comparable nature at the same wages.

- 14.b The Board shall maintain a maternity supplement to Employment Insurance (EI) benefits which will pay an employee who is unable to work because of her pregnancy, one hundred percent (100%) of regular earnings during a maximum of ninety (90) calendar days, when eligible for Extended Disability Benefits (EDB), surrounding the delivery date of her child.
- 14.c During the health-related portion of maternity leave, health insurance premiums are payable by the Employer as provided by this agreement.
- 14.d Notwithstanding clause 14.a, an employee on maternity leave without salary may access sick leave entitlement as provided in clause 12, if satisfactory evidence of medical disability is provided to the Board.
- 14.e Second Parent Leave – An employee may be granted up to three (3) days leave with pay at the time of the birth of the child.
- 14.f Adoption Leave – An employee may be granted up to three (3) days leave with pay at the time of the initial home placement of an adopted child.

15. Personal Leaves

- 15.a Leaves of absence without pay for personal reasons may be granted for periods not exceeding one (1) month.
- 15.b(i) Education leaves of absence without pay may be granted to employees. When an education leave in excess of twelve (12) months duration is granted, the employee's position may be declared vacant, provided the employee is advised in writing at the time the leave is granted and, if filled, shall be filled in accordance with clause 4.
- 15.b(ii) Employees with a minimum of three (3) years continuous service with the Board may be granted up to one (1) year leave of absence without pay. For leaves of absence longer than six (6) months, the position may be declared vacant provided the employee is advised in writing at the time the leave is granted and, if filled, shall be filled in accordance with clause 4.
- 15.b(iii) Applications for extended leaves of absence shall be made in writing to the Decision Unit administrator at least one (1) month prior to the commencement of the proposed leave. Within ten (10) working days, the Decision Unit administrator will provide written acknowledgement of the application and indicate either a decision or the expected date of a decision.
- 15.b(iv) On return from an extended leave of absence, the Board shall place the employee in the employee's former position if available or its equivalent. An employee returning from an extended leave of absence without pay must provide to the Board a minimum of thirty (30) calendar days notice.

- 15.c Employees on leave of absence for personal reasons for periods exceeding seven (7) consecutive working days shall not earn vacation or sick leave credits for the period of leave.
- 15.d Leaves of absence for private business may be granted by the supervisor, having due regard to all the circumstances and the interests of the Decision Unit for up to two (2) days per school year. Leaves shall be granted with benefits and fifty percent (50%) of the employee's daily rate of pay. Requests for leave which would extend the Christmas, spring recess, summer vacation period or other natural breaks may not be granted under this clause.
- 15.e Employees may be allowed one (1) day per school year for a leave of absence with pay and without loss of seniority and benefits for:
- Formal hearing to become a Canadian citizen;
 - Convocation of the employee or anyone in their immediate family from a post-secondary institution.

16. Leaves of Absence For Union Business

- 16.a Leaves of absence with pay shall be granted to a maximum of five (5) Union representatives for the purpose of meeting with Board representatives to resolve grievances or to negotiate a collective agreement.
- 16.b Upon written request, the Employer shall grant leave of absence without pay and without loss of seniority so that employees may be candidates in a federal, provincial, municipal or school board election. An employee who is elected to public office shall be granted leave of absence without pay and without loss of seniority for the term they are elected.
- 16.c Leave of absence without pay for Union employment shall be granted to a support staff member(s) elected to office or seconded to Local 3550 of the Canadian Union of Public Employees up to a maximum of 3.00 FTE. The person(s) shall retain their seniority as if they had remained in continuous employment. The employee(s) shall have the right, at any time, upon giving one (1) months notice, to return to their previous position, if available, or its equivalent. Where such a leave is granted, the arrangements, including arrangements for benefits and pension, shall be confirmed in writing between the Board and Local 3550 prior to commencement of the leave.
- 16.d(i) The Board shall consider, on a case by case basis, the granting of a request for leave of absence without pay to an employee who is offered any assignment with the Canadian Union of Public Employees. Where such a leave is granted, the Canadian Union of Public Employees will be responsible for reimbursing the district for all pay, benefits and entitlements, if applicable. This arrangement as well as any other arrangements shall be confirmed in writing between the Board and the Canadian Union of Public Employees prior to commencement of the leave.
- 16.d(ii) On return from an approved leave, in accordance with clause 16.d, the Board shall place the employee in the employee's former position, if available, or its equivalent.
- 16.d(iii) On return from an approved leave, in accordance with clause 16.d, the employee may apply to have the leave recognized as pensionable service. The Canadian Union of Public Employees shall reimburse the Board for the Employer share upon receipt of an invoice from the Board and the employee shall pay the employee's share.

17. Witness and Jury Duty

Permanent and temporary bi-weekly employees called for jury duty or to answer a subpoena or summons to attend court proceedings as a witness in a case other than their own shall be paid regular salary and benefits and will reimburse the Board an equivalent amount of any jury or witness fees set by the court.

18. Seniority

- 18.a(i) Seniority is defined as the length of service with the Board based on the seniority list dated May 6, 1993 plus all service within the bargaining unit, inclusive of summer recess, accumulated since that date.
- 18.a(ii) Seniority shall not continue to accumulate in the event of:
- (a) temporary layoff;
 - (b) personal leave of absence without pay in excess of four (4) weeks;
 - (c) a temporary board assignment in a position outside the bargaining unit which continues beyond six (6) months.
- 18.a(iii) Employees shall lose seniority only in the event they:
- (a) are laid off for a period in excess of twelve (12) months;
 - (b) are terminated for cause;
 - (c) resign from employment in the bargaining unit;
 - (d) successfully complete probationary periods for positions exempted from this agreement.
- 18.a(iv) A district employee with continuous service with the Board who is successful in acquiring a position back in the bargaining unit shall be entitled to claim seniority previously earned within the bargaining unit. The Union shall be informed in writing of each such circumstance.
- 18.a(v) Temporary bi-weekly employees will accumulate seniority calculated on the basis of weeks or fractions of weeks worked. Accumulated seniority will be recognized once a temporary employee attains permanent status.
- 18.a(vi) If a contract for an assignment terminates and the temporary bi-weekly employee has not been given a new temporary bi-weekly or permanent assignment within twelve (12) months, seniority shall be lost.

- 18.b The Board will, by October 30, February 15 and June 8 of each year, provide the Union with an updated seniority list of all employees within the bargaining unit in a mutually acceptable format.
- 18.c Any protest with regard to seniority standing must be presented to the Board within thirty (30) days from the date the list is provided to the Union and decision unit administrators. Any error identified will be corrected and the Union shall be notified of any changes within thirty (30) days.

19. Grievance Procedure

Should a dispute arise between the Board and any employee or the Union regarding the interpretation and application of this agreement, an earnest effort will be made to resolve the dispute without any stoppage using the following Steps. All submissions and replies must be in writing and all time limits refer to operational days. Time limits may be extended by mutual agreement.

Step One: The aggrieved employee shall discuss the complaint with the supervisor with or without a representative of the Union present.

Step Two:

- (a) Failing satisfactory settlement under Step One, the employee may submit the particulars of the dispute and redress sought to the Union's representative within twenty (20) days of the date when the employee became aware of the alleged violation of the collective agreement.
- (b) If the Union supports the alleged violation, the Union's representative shall submit a grievance and redress sought to the Superintendent of Schools or designate within ten (10) days of receipt of the particulars.

Step Three: The Superintendent of Schools shall have fifteen (15) days to reply in writing following receipt of the grievance. Both parties are encouraged to resolve the grievance through formal discussions prior to the Superintendent of Schools' reply.

Step Four: The parties may mutually agree to non-binding mediation.

- (a) After receipt of the decision of the Superintendent of Schools, under Step Three above, within ten (10) days either party may request that a Mediator be appointed to meet with the parties, investigate and define the issues in dispute and facilitate a resolution.
- (b) The Mediator shall be appointed by mutual agreement between the parties.
- (c) The purpose of the Mediator's involvement in the grievance process is to assist the parties in reaching a resolution of the dispute, and anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged. During the proceedings, the parties shall fully disclose all materials and information relevant to the issue(s) in dispute.
- (d) The expenses of the Mediator shall be equally borne by both parties.
- (e) The grievance may be resolved by mutual agreement between the parties. Within ten (10) days of first meeting the parties, having considered the issue(s) in dispute and the terms of the collective agreement, the Mediator shall issue a report including non-binding recommendations.

Step Five: Failing satisfactory settlement under Step Three and/or Step Four, the Union may, within ten (10) working days of receiving the reply of the Superintendent of Schools, and/or the Mediator, request in writing the establishment of an Interpretations Committee to review the grievance.

Note: The parties agree that the grievance procedure is intended to bring resolution to the differences arising from the application of the collective agreement.

The time limits in the grievance procedure may be extended by mutual agreement, in writing, between the Employer and the Union. Should the responding party fail to comply with any time limits in the grievance procedure, the grievance will automatically move to the next step on the day following the expiry of the particular time limit.

Step Six: The Interpretations Committee shall consist of four (4) persons not previously involved in the dispute, two (2) of whom are appointed by the Union and two (2) by the Board. The Committee shall meet to consider and render a written decision normally within ten (10) days of receipt of the grievance. A unanimous decision by the Committee shall be final and binding on both parties to this agreement. Although the Committee does not have the power to change, modify or alter the terms of this agreement, it shall have the power to substitute any remedy that it deems appropriate.

Step Seven: Failing unanimous agreement under Step Four and/or Step Five, either party may request an Arbitration Board within ten (10) days of receipt of the Committee's decision.

Step Eight: Each party shall appoint a representative to the Arbitration Board within ten (10) days of the request for the establishment of an Arbitration Board. The two (2) representatives shall, within five (5) days after the second of them is appointed, select a Chairperson. If the nominees to the Arbitration Board are unable to agree to a Chairperson, either party may apply under the provisions of the Alberta Labour Relations Code to appoint a Chairperson. The Arbitration Board shall convene and render a decision as soon as possible after the selection of the Chairperson. The decision of the Arbitration Board is final and binding. An Arbitration Board shall not change any of the terms of this Collective Agreement. Each party shall be responsible for the costs of its nominee and both parties shall share equally the costs of the Chairperson.

20. Union Dues

- 20.a The Board agrees to deduct an amount equivalent to Union dues from all employees covered by this agreement whether or not these employees choose to become members of the Union provided that the dues are normal regular assessments in accordance with the constitution and bylaws of the Union.
- 20.b Union dues shall be forwarded by direct deposit to the Union's financial institution upon release of the employee's cheque on which the dues were deducted. An electronic list will be forwarded to the Union Treasurer at the same time. This list will contain:
- employee name
 - complete address and telephone number, except a declared silent number
 - Full Time Equivalent (FTE)
 - position
 - employee status
 - permanent hire date
 - location

21. Employee Benefits

- 21.a(i) Employee participation in group benefit plans shall be in accordance with plans in force from time to time.
- 21.a(ii) Participation in group insurance plans shall be a condition of employment of all staff appointed to permanent positions.
- 21.a(iii) Notwithstanding clause 21.a(ii), the requirement to participate in either Alberta Health Care, Extended Health Care, Dental Care or Vision/Hearing Care Plan insurance, as a condition of employment, shall be waived for those employees who already have such group insurance coverage as dependants of their spouses and who therefore elect not to participate.

Further, employees with no dependants other than spouses may elect to take single coverage in any of Alberta Health Care, Extended Health Care, Dental Care or Vision/Hearing Care Plan insurance plans if their spouses have single coverage in the same or comparable plans.

21.b

ALBERTA HEALTH CARE	Employer's contribution will be a cash amount equal to premiums in effect for the 2006-07, 2007-08, 2008-09, 2009-10 and 2010-11 school years.
EXTENDED HEALTH CARE (PLAN 2)	Employer's contribution will be a cash amount equal to premiums in effect for the 2006-07, 2007-08, 2008-09, 2009-10 and 2010-11 school years.
DENTAL CARE (PLAN 3C)	Employer's contribution will be a cash amount equal to premiums in effect for the 2006-07, 2007-08, 2008-09, 2009-10 and 2010-11 school years.
LIFE/ACCIDENTAL DEATH & DISMEMBERMENT (A.D.D.) (PLAN 2A)	Employer's contribution shall be one hundred percent (100%)
EXTENDED DISABILITY INSURANCE (EDB) (PLAN D)	Employer's contribution shall be twenty percent (20%) effective February 1, 2007.
VISION/HEARING CARE (PLAN 3)	Employer's contribution will be a cash amount equal to premiums in effect for the 2006-07, 2007-08, 2008-09, 2009-10 and 2010-11 school years.
HEALTH SPENDING ACCOUNT (HSA)	<p>The Board will establish for each member a Health Spending Account effective September 1, 2007. The Board will contribute annually an amount for each 1.0 full time equivalent (FTE) employee.</p> <ul style="list-style-type: none"> • \$175.00 effective September 1, 2007 • \$250.00 effective September 1, 2008 <p>The contributions shall be prorated for employees working less than fulltime with the Board. The unused balance will be carried forward for a total accumulation of two years. Employees leaving the employ of the Board will forfeit any remaining balance.</p>

The Board will pay fifty percent (50%) of any surcharge levied by the Alberta School Employee Benefit Plan (ASEBP) or a plan with equivalent or better benefits provided by the Board or at a cost equal to or less than ASEBP other than Life Insurance/A.D.D. where the Board pays one hundred percent (100%) of the costs.

Effective September 1, 2008, the Board will pay one hundred percent (100%) of any surcharge levied by the Alberta School Employee Benefit Plan or a plan with equivalent or better benefits provided by the Board or at a cost equal to or less than ASEBP.

Effective January 1, 1999 the order of payment for benefit plans by the Board will be:

- | | |
|--------------------------------|-------------------------------|
| 1. Extended Disability Plan D | 4. Vision/Hearing Care Plan 3 |
| 2. Extended Health Care Plan 2 | 5. Life and A.D.D. Plan 2A |
| 3. Dental Care Plan 3C | 6. Alberta Health Care |

- 21.c The Life Insurance/A.D.D. and Extended Disability Benefit (EDB) plans shall provide benefits equal to or better than the Alberta School Employee Benefit Plan (ASEBP) at a cost to the employee not greater than ASEBP.
- 21.d Employees who are on an authorized leave of absence without pay may choose to pay both the Employer and employee portions of the benefit premiums as provided in this agreement.
- 21.e All permanent employees who meet the eligibility requirements of the Local Authorities Pension Plan (LAPP) shall participate in the plan.

22. Correspondence

22.a The Union will be notified in writing, on a bi-weekly basis, of:

- position, grade and step of all hires
- reclassifications
- new positions
- changes to FTE
- approved leaves of absence
- resignations
- retirements
- transfers
- layoffs
- deaths
- recalls
- promotions
- changes to 10-month/12-month status
- acting appointments
- extensions to probation/trial periods
- suspensions
- demotions
- terminations for the preceding period

22.b(i) The location of staff members involved in such changes will be included.

22.b(ii) The Union shall be provided with a listing of all approved placements made under Summer Temporary Employment Program (STEP) by June 15th. The listing shall include the location of the placement, duration of the placement and a brief description of the duties as indicated in the STEP application.

22.c When the Board creates a new position or reclassifies an existing position, it shall forthwith provide the Union with written notice setting out the location and the qualifications for appointment of the new or reclassified position.

23. Tuition Fees

With prior approval of the Board, an employee shall be reimbursed for tuition fees, following the successful completion of a course related to an employee's duties.

24. Workers' Compensation

- 24.a If a permanent or temporary bi-weekly employee is prevented from performing regular work with the Board on account of an occupational accident that is recognized by the Workers' Compensation Board (WCB), the School Board will supplement the award made by the WCB for loss of wages to the employee by such an amount that the award of the WCB for loss of wages, together with the supplement by the School Board, will equal full net salary on date of disability. The said supplementation shall not be payable to any employee's regular pension, nor will it be paid after the WCB has certified that the employee is able to return to work, or has been awarded a permanent allowance for either partial or total disability. Neither will the School Board supplement be paid to an employee who has been recalled by the WCB for further treatment of an injury suffered by the employee before being employed by the School Board.
- 24.b(i) An employee who has been on workers' compensation and is certified by the WCB fit to return to work shall provide the Employer with two (2) weeks written notice of readiness to return to work. Upon mutual agreement between the Employer and the employee, the notice period may be shortened.
- 24.b(ii) During the period of incapacitation, seniority shall continue to accrue.
- 24.b(iii) When an employee has been absent for twelve (12) months, the position may be declared vacant and filled in accordance with clause 4. The employee, when ready to return to duty, will be placed on the same step and pay grade of the salary schedule as was effective when the leave commenced but not necessarily in the same location.

25. Duration and Termination of Agreement

- 25.a This agreement shall take effect on September 1, 2006 and shall remain in full force and effect through August 31, 2011 except as hereinafter provided.
- 25.b Either party desiring to amend or terminate this agreement shall give notice in writing to the other party not less than sixty (60) days and not more than one hundred twenty (120) days immediately preceding August 31, 2011 or August 31 of any subsequent year. In the event the foregoing notice is served, the parties shall commence collective bargaining within thirty (30) days of receipt of such notice.
- 25.c This collective agreement shall continue in full force and effect until a replacement agreement is concluded or until a legal strike or lockout commences in accordance with the Labour Relations Code.
- 25.d The two parties may at any time by mutual agreement negotiate revisions in writing to this agreement. Any such revisions in writing agreed upon shall become effective from such date as may be mutually agreed by the parties.

26. Salary

- 26.a Employees will be paid by direct deposit to the financial institution of the employee's choice, every second Friday or the preceding working day in the event that a pay day falls on a statutory or Board declared holiday.
- 26.b The Board may place a new employee at any step in the pay grade in recognition of education, qualifications and previous experience.
- 26.c(i) Employees will move from one step to the next on the salary grid based on one (1) year of employment. Increments will be effective on the anniversary date of employment.
- 26.c(ii) Leaves of absence without pay for periods up to sixty (60) days shall not change the annual increment date. Any time worked since the date of the last increment prior to the commencement of the leave shall be credited to the employee on return from leave when calculating service for increment purposes.
- 26.d An employee who is promoted to a position having a higher pay grade shall be placed on the same step in the new pay grade. Notwithstanding the foregoing, the Board reserves the right to place an employee on any step to the maximum of the pay grade.
- 26.e An employee who is demoted or who transfers to a position having the same or lower pay grade shall be paid on the highest step in the new pay grade that reflects the demotion or voluntary transfer.
- 26.f(i) Notwithstanding clause 26.e an employee's salary shall be maintained if the employee's position is reclassified or the employee is transferred to a lower pay grade position. The employee shall either move to a higher step in the lower pay grade or the employee's salary shall be frozen until the maximum salary for the lower pay grade position exceeds the employee's salary or two (2) calendar years, whichever is shorter.
- 26.f(ii) Prior to establishing a position title covered by clause 26.h Position Title By Pay Grade Groups the Board will consult with the Union concerning the salary grade to be assigned.

- 26.g(i) When, as a result of the absence of an incumbent, an employee is appointed to temporarily accept the responsibility and to carry out the duties of a position which has a higher pay grade than the position normally held, said employee shall be temporarily reclassified to reflect the position and the rate of pay shall be equivalent to that which the employee would be entitled if promoted to that position. That rate shall be paid for each day of the temporary appointment.
- 26.g(ii) Under normal circumstances, this clause will not apply to absences of less than five (5) working days or in cases when the incumbent's work is handled by a number of persons.
- 26.g(iii) All temporary appointments of this nature must be authorized in writing.

26.h Position Title By Pay Grade Groups

PAY GRADE	POSITIONS
6	FOOD PREPARER B
8	CLERK C
8	FOOD PREPARER C
8	LIBRARY TECHNICIAN C
8	SECRETARY C
8	TEACHER ASSISTANT C
10	CLERK D
10	FOOD PREPARER D
10	LIBRARY TECHNICIAN D
10	SECRETARY D
10	TEACHER ASSISTANT D
10	TECHNICIAN D
12	ADMINISTRATIVE ASSISTANT E
12	CLERK E
12	LIBRARY TECHNICIAN E
12	TEACHER ASSISTANT E
12	TECHNICIAN E
14	ADMINISTRATIVE ASSISTANT F
14	CLERK F
14	FOOD PREPARER F
14	LIBRARY TECHNICIAN F
14	TEACHER ASSISTANT F
14	TECHNICIAN F
16	ADMINISTRATIVE ASSISTANT G
16	INTERPRETER G
16	TECHNICIAN G (ARCHIVIST)
18	FOOD PREPARER H
18	INTERPRETER H

26.i(i) Hourly salary schedule effective September 1, 2006

PAY GRADE	CATE-GORY	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
6	B	\$12.73	\$13.15	\$13.63	\$14.10	\$14.61	\$15.14	\$16.37
8	C	\$13.63	\$14.10	\$14.61	\$15.14	\$15.76	\$16.37	\$17.82
10	D	\$14.61	\$15.14	\$15.76	\$16.37	\$17.07	\$17.82	\$19.40
12	E	\$15.76	\$16.37	\$17.07	\$17.82	\$18.58	\$19.40	\$21.13
14	F	\$17.07	\$17.82	\$18.58	\$19.40	\$20.25	\$21.13	\$23.08
16	G	\$18.58	\$19.40	\$20.25	\$21.13	\$22.08	\$23.08	\$25.20
18	H	\$20.25	\$21.13	\$22.08	\$23.08	\$24.13	\$25.20	\$27.57

Hourly salary schedule effective January 1, 2007

PAY GRADE	CATE-GORY	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
6	B	\$12.89	\$13.31	\$13.80	\$14.28	\$14.79	\$15.33	\$16.57
8	C	\$13.80	\$14.28	\$14.79	\$15.33	\$15.96	\$16.57	\$18.04
10	D	\$14.79	\$15.33	\$15.96	\$16.57	\$17.28	\$18.04	\$19.64
12	E	\$15.96	\$16.57	\$17.28	\$18.04	\$18.81	\$19.64	\$21.39
14	F	\$17.28	\$18.04	\$18.81	\$19.64	\$20.50	\$21.39	\$23.37
16	G	\$18.81	\$19.64	\$20.50	\$21.39	\$22.36	\$23.37	\$25.52
18	H	\$20.50	\$21.39	\$22.36	\$23.37	\$24.43	\$25.52	\$27.91

Hourly salary schedule effective September 1, 2007

PAY GRADE	CATE-GORY	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
6	B	\$13.64	\$14.15	\$14.64	\$15.16	\$15.71	\$16.98
8	C	\$14.64	\$15.16	\$15.71	\$16.36	\$16.98	\$18.49
10	D	\$15.71	\$16.36	\$16.98	\$17.71	\$18.49	\$20.13
12	E	\$16.98	\$17.71	\$18.49	\$19.28	\$20.13	\$21.92
14	F	\$18.49	\$19.28	\$20.13	\$21.01	\$21.92	\$23.95
16	G	\$20.13	\$21.01	\$21.92	\$22.92	\$23.95	\$26.16
18	H	\$21.92	\$22.92	\$23.95	\$25.04	\$26.16	\$28.61

Hourly salary schedule effective January 1, 2008

PAY GRADE	CATE-GORY	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
6	B	\$13.78	\$14.29	\$14.79	\$15.31	\$15.87	\$17.15
8	C	\$14.79	\$15.31	\$15.87	\$16.52	\$17.15	\$18.67
10	D	\$15.87	\$16.52	\$17.15	\$17.89	\$18.67	\$20.33
12	E	\$17.15	\$17.89	\$18.67	\$19.47	\$20.33	\$22.14
14	F	\$18.67	\$19.47	\$20.33	\$21.22	\$22.14	\$24.19
16	G	\$20.33	\$21.22	\$22.14	\$23.15	\$24.19	\$26.42
18	H	\$22.14	\$23.15	\$24.19	\$25.29	\$26.42	\$28.90

Hourly salary schedule effective March 1, 2008

PAY GRADE	CATE-GORY	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
6	B	\$14.78	\$15.29	\$15.79	\$16.31	\$16.87	\$18.15
8	C	\$15.79	\$16.31	\$16.87	\$17.52	\$18.15	\$19.67
10	D	\$16.87	\$17.52	\$18.15	\$18.89	\$19.67	\$21.33
12	E	\$18.15	\$18.89	\$19.67	\$20.47	\$21.33	\$23.14
14	F	\$19.67	\$20.47	\$21.33	\$22.22	\$23.14	\$25.19
16	G	\$21.33	\$22.22	\$23.14	\$24.15	\$25.19	\$27.42
18	H	\$23.14	\$24.15	\$25.19	\$26.29	\$27.41	\$29.90

Hourly salary schedule effective September 1, 2008

PAY GRADE	CATE-GORY	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
6	B	\$15.45	\$15.98	\$16.51	\$17.05	\$17.63	\$18.97
8	C	\$16.51	\$17.05	\$17.63	\$18.31	\$18.97	\$20.56
10	D	\$17.63	\$18.31	\$18.97	\$19.75	\$20.56	\$22.30
12	E	\$18.97	\$19.75	\$20.56	\$21.40	\$22.30	\$24.19
14	F	\$20.56	\$21.40	\$22.30	\$23.23	\$24.19	\$26.33
16	G	\$22.30	\$23.23	\$24.19	\$25.24	\$26.33	\$28.66
18	H	\$24.19	\$25.24	\$26.33	\$27.48	\$28.66	\$31.25

26.i(ii) Supply Support Staff Rates

	SEPT 1 2006	JAN 1 2007	SEPT 1 2007	JAN 1 2008	MAR 1 2008	SEPT 1 2008
SUPPLY SUPPORT LEVEL ONE	\$13.37	\$13.54	\$13.88	\$14.02	\$15.02	\$15.70
SUPPLY SUPPORT LEVEL TWO	\$14.55	\$14.73	\$15.10	\$15.25	\$16.25	\$16.99

Effective April 1, 2007

	APRIL 1 2007	SEPT 1 2007	JAN 1 2008	MAR 1 2008	SEPT 1 2008
SUPPLY SUPPORT LEVEL THREE	\$16.03	\$16.43	\$16.59	\$17.59	\$18.39

26.i(iii) For difficult-to-staff positions, or unusual circumstances, the Board reserves the right to establish a market rate. The Union shall be informed of such circumstances in writing.

Effective September 1, 2009 and 2010:

Wages shall be increased on September 1st of the years 2009 through 2010, by the Average Weekly Wage Earnings (AWWE*) index in Alberta from the previous calendar year, as specified below, e.g., the increase for September 1st (e.g. 2009) is calculated by comparing the average of earnings for Alberta from January 1st to December 31st of the previous year (e.g. 2008) to the average of earnings for Alberta from January 1st to December 31st of the immediate preceding year (e.g. 2007).

Accordingly the increases shall be as follows:

September 1, 2009	Average Weekly Wage Earnings Index increase in Alberta from previous calendar years (Jan – Dec 2008 over 2007)
September 1, 2010	Average Weekly Wage Earnings Index increases in Alberta from previous calendar year (Jan – Dec 2009 over 2008)

27. Inconvenience Allowance

An employee who holds a spare support staff position will be paid a bi-weekly inconvenience allowance of \$110.00. Effective September 1, 2008, the bi-weekly inconvenience allowance will be \$114.98.

An employee who is required to travel between or among sites on a daily basis will be paid a bi-weekly advance on expenses of \$150.00. Effective September 1, 2008, the bi-weekly allowance on expenses will be \$156.80.

Increases to this allowance will be consistent with the date and amount of increases to the salary in clause 26.

28. Retirement Allowance

28.(i) Employees who retire in accordance with the Local Authorities Pension Plan (LAPP) (whether or not they participate in that Plan) shall receive a retirement allowance based on the following schedule:

YEARS OF SERVICE	SEPT 1 2006	JAN 1 2007	SEPT 1 2007	JAN 1 2008	SEPT 1 2008
After 10 Years of Service	\$3,086	\$3,125	\$3,203	\$3,235	\$3,382
After 11 Years of Service	\$3,694	\$3,741	\$3,834	\$3,873	\$4,048
After 12 Years of Service	\$4,304	\$4,357	\$4,466	\$4,511	\$4,715
After 13 Years of Service	\$4,910	\$4,971	\$5,095	\$5,146	\$5,379
After 14 Years of Service	\$5,517	\$5,586	\$5,725	\$5,783	\$6,045
After 15 Years of Service	\$6,127	\$6,204	\$6,359	\$6,422	\$6,713
After 16 Years of Service	\$6,426	\$6,506	\$6,669	\$6,736	\$7,041
After 17 Years of Service	\$6,725	\$6,809	\$6,979	\$7,049	\$7,368
After 18 Years of Service	\$7,025	\$7,113	\$7,290	\$7,363	\$7,697
After 19 Years of Service	\$7,322	\$7,413	\$7,598	\$7,674	\$8,022
After 20 Years of Service	\$7,622	\$7,718	\$7,911	\$7,990	\$8,352
After 21 Years of Service	\$7,931	\$8,030	\$8,231	\$8,313	\$8,690
After 22 Years of Service	\$8,239	\$8,342	\$8,550	\$8,636	\$9,027
After 23 Years of Service	\$8,547	\$8,654	\$8,870	\$8,959	\$9,365
After 24 Years of Service	\$8,857	\$8,968	\$9,192	\$9,284	\$9,705
After 25 Years of Service	\$9,166	\$9,280	\$9,512	\$9,607	\$10,042
After 26 Years of Service	Add \$300 to the amount for every year of service until retirement.				

Increases to this allowance will be consistent with the date and amount of increases to the salary in clause 26.

28.(ii) At the employee's request, the payment of retirement allowance shall be:

- (a) a lump sum payment at the time of retirement; and/or
- (b) where eligible, transferred to the employee's registered retirement savings plan, with no initial taxes deducted.

29. Supply Support Staff

- 29.a Supply support staff shall receive pay for public holidays in accordance with Employment Standards Code Regulations.

- 29.b Supply support staff shall receive from the Board a copy of the collective agreement at the time of hiring.

- 29.c(i) Supply support staff will be paid a minimum of three and one half (3.5) hours for each assignment.

- 29.c(ii) Supply support staff who report for an assignment and are not required for the assignment or part thereof will be paid a minimum of three and one half (3.5) hours.

- 29.d Supply support staff will have four percent (4%) vacation pay added to their regular earnings.

- 29.e Supply support staff who have not been placed on the supply support roster at the start of the next school year, shall, upon request, be notified of the reasons in writing.

Letter Of Understanding

The incumbent of the Horticultural Technician G position will be grandfathered at the G level until the position is vacant.

Letter Of Understanding

Employees who feel they are recipients of any form of harassment are encouraged to use the provisions of Edmonton Public School Board Policy and Regulations ACA.BP and ACA.AR Discrimination and Harassment.

Employees who wish to make a complaint are required to use the provisions of Edmonton Public School Board Policy and Regulations.

Letter of Intent – Technology

The district is committed, over the term of the new collective agreement to developing a policy, administrative regulation and/or guidelines on the use of all technologies, including electronic surveillance.

A Joint Committee consisting of an equal number of representatives from the Employer and the Union will be formed within 30 days of the signing of the collective agreement to examine issues related to:

- video surveillance systems related to support work
- electronic support systems related to support work
- other surveillance systems or practices related to support work
- related staff educational materials

Information gathered as a result of the work of this committee will be submitted for consideration in the development of a policy, administrative regulation and/or guidelines relative to the use of technology.

Letter Of Understanding

The parties agree that the Joint Support Training and Advisory Committee that was established under the September 1, 2004 to August 31, 2006 collective agreement will continue until the work of the committee has been completed.

Staff Development - The parties agree that within thirty (30) days of the signing of this collective agreement, a Joint Support Training and Advisory Committee, consisting of an equal number of representatives from the Employer and the Union shall be formed. The Terms of Reference shall be developed by the committee and will consider the development and implementation of the following:

- *a staff development framework, which addresses the qualifications required of support staff in order to perform their assigned responsibilities;*
- *access to computer technology and applicable training for support staff;*
- *a mentoring program for support staff.*

Minutes of the committee meetings and written recommendations shall be provided to the Union and the Employer. All costs of the committee shall be borne by the Employer.

Letter of Understanding

The parties agree that the Joint Return to Work Committee that was established under the September 1, 2004 to August 31, 2006 collective agreement will continue until the work of the committee has been completed.

During the term of this agreement, the Employer and the Union will develop a joint approach to assisting employees in returning to work. The Local will also be involved in the development and implementation of the Administrative Regulation related to return to work and duty to accommodate.

Letter of Understanding

The parties agree that the Joint Support Occupational Health & Safety Committee that was established under the September 1, 2004 to August 31, 2006 collective agreement will continue until the work of the committee has been completed.

The parties agree that within thirty (30) days of the signing of this collective agreement, a Joint Support Occupational Health and Safety Committee, consisting of an equal number of representatives from the Employer and the Union shall be formed to examine workplace health and safety issues related to support work. The Terms of Reference shall be developed by the committee and will include, but not be limited to, development and implementation of:

- *hazard assessments related to support work;*
- *employer requirements for personal protective equipment, as indicated in the written hazard assessments;*
- *safety procedures when required to work alone, as outlined in the provincial legislation;*
- *related staff education materials.*

Minutes of the committee meetings and written recommendations shall be provided to the Union and the Employer. All costs of the committee shall be borne by the Employer.

Letter of Intent

Annual Discussion of Inconvenience Allowance

The parties agree to meet on an annual basis prior to December 31 of 2009 and 2010 to discuss any potential changes to the amounts specified in Clause 27 – Inconvenience Allowance.

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3550**

**BOARD OF TRUSTEES
EDMONTON SCHOOL DISTRICT #7**

Signed this 15th day of May, 2008.