

SUPPORT STAFF

EDMONTON PUBLIC SCHOOLS COLLECTIVE AGREEMENT

between

*Board of Trustees
Edmonton School District No. 7*

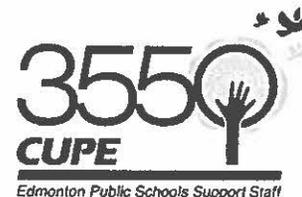
and

*Canadian Union of Public Employees
Local 3550*

September 1, 2017 to August 31, 2020



EDMONTON PUBLIC SCHOOLS



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Support Staff Collective Agreement

September 1, 2017 – August 31, 2020

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 28.h Position Titles, specifically excluding the following positions:

Administrative Assistants to:

- Assistant Superintendents
- Board of Trustees
- Board Secretary
- Chief Communications Officer
- Chief Financial Officer
- Chief Human Resources Officer
- Executive Directors
- General Counsel
- Human Resources Directors
- Manager Employee Health Services
- Manager Labour Relations and Total Compensation
- Managing Directors
- Superintendent of Schools

- 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).

- 1.c It is recognized that the Board and its employees operate under and are bound by legislation such as the School Act, Labour Relations Code, Employment Standards Code, Human Rights Act, Freedom of Information and Protection of Privacy Act, and other legislation enacted by the provincial and federal governments.

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 which requires services on a 12-month annual basis.

- 3.b "10-month employee" is one who occupies a position which 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 which 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 twenty-five (25) cumulative work days in the same classification and decision unit within the current school year as defined in Board policy except as provided in 4.c(iv).
- 3.e "Probationary employee" is one who, at commencement of a permanent position with the Board, will serve 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 employee" is a temporary employee hired on an hourly basis to carry out temporary assignments on a day-to-day basis, for a period not to exceed twenty-five (25) cumulative work days in the same classification and decision unit.
- 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 an employee serves at the commencement of a permanent position.
- 3.k "Trial period" means the period of up to three (3) months that a permanent employee serves when successful in competition.
- 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 "Flextime" shall mean there is flexibility regarding start times, lunch breaks and end times. Flexed hours must occur within the same pay period. 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.
- 3.r "Human Resources employee file" is the official district file relating to each employee which is maintained in electronic format and accessible online. Sections of this file containing personal information are only accessible to the employee upon prior arrangement with Human Resources Services.

3.s "Position Description" is an official document created and maintained by the employer that includes but is not limited to: duties, responsibilities, working conditions and other details related to the position. Position descriptions are evaluated by the employer to determine the classification of a position. Position descriptions and classifications are not grievable.

3.t "FTE" means full time equivalent.

3.u "IDFT" means identified for transfer.

3.v "IDFL" means identified for layoff.

4. Appointments and Staff Changes

- 4.a Appointments shall be made on the basis of an evaluation of all qualifications including skills, training, knowledge and performance. 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 title 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 title 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.b (iv) An employee may have up to twenty-four (24) hours to respond to an offer of recall.
- 4.c (i) Notice of vacancy in any authorized permanent position within the bargaining unit as well as any authorized administrative assistant or clerical position outside of the bargaining unit, will be posted electronically 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 are able to review internal job postings on Staff Zone. Upon request, copies of postings will be mailed to their most recent address.
- 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 Clause 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 twenty (20) working days prior to the layoff and shall indicate the reasons for the layoff. If an employee is identified for lay off (IDFL) in the school year, they shall be placed on the recall list and have the option to be placed in the Supply Pool. Employees who choose to be placed in the Supply Pool shall be compensated at the same hourly rate of pay as their former position for hours worked.
- 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.
 - (d) Part-time employees who have an involuntary reduction in their FTE during the school year of 0.200 FTE or greater and who remain 0.200 FTE or greater from their highest FTE of the current school year, at the time of the bumping process. These employees may choose to enter the bumping process at their highest FTE.
 - (e) Employees who are advised of a change in their position from 12 months to 10 months during the school year shall be allowed to enter the bumping process as a 12-month employee unless prior to bumping the employee has obtained another position through competition.
- 4.f (ii) Employees participating in the bumping process shall not gain FTE within the process.

- (a) Full-time employees shall be placed, in order of seniority, into vacant positions with the same 10-month or 12-month status, position title, and FTE and provided the employee has the required qualifications, experience and the ability to fulfill the normal requirements of the position.

Where there is no suitable vacant position available, the full-time employee may elect to replace the employee with the least seniority and the same 10-month or 12-month status, position title, and FTE 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.

- (b) Part-time employees shall be placed, in order of seniority, into vacant positions with the same 10-month or 12-month status, position title, and FTE provided the employee has the required qualifications, experience and the ability to fulfill the normal requirements of the position.

Where there is no suitable vacant position available at their original FTE, part-time employees may be placed in descending order into vacant positions within the nearest 0.200 FTE.

If there is no suitable vacant position available, the part-time employees may then elect to replace the employee with the least seniority and the same 10-month or 12-month status, position title, and the nearest 0.100 FTE 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.

- (c) In the event the employee is unsuccessful in securing a position through Clause 4.f(ii)(a) or 4.f(ii)(b), the employee may replace the employee with the least seniority and lesser FTE within that position title provided the employee has the required qualifications, experience and the ability to fulfill the normal requirements of the position. 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.

- (d) Employees who are laid off and 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. This provision is in place of and not in addition to Employment Standards provisions.

4.g Employees shall give at least two (2) weeks written notice if they decide to terminate employment.

5. Discipline and 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 any meeting which is likely to result in disciplinary action. 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.a (iii) A copy of disciplinary correspondence will be provided to the Union.

6. Respectful Working Environment

The District and the Union jointly affirm that every employee in the district is entitled to a respectful workplace. The environment must be free of discrimination and harassment as defined by Edmonton Public School Board Policy and Administrative Regulations.

Employees who wish to make a complaint are required to use the process outlined in the Edmonton Public School Board Policy and Administrative Regulations.

7. Human Resources Records

- 7.a Upon prior arrangement, employees have the right to review their employee file. Employees shall have the right to obtain a copy of any material contained in their employee file at no cost to the employee. Employees may have a representative of the Union present during such review.
- 7.b An employee may respond to any documents in their employee file and such response, if in writing, will become part of that file.
- 7.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.

8. Probation and Trial Period

- 8.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.
- 8.b If an employee is unsuccessful in their probationary period and was employed in Supply Services prior to probation, they may request to return to Supply Services. Reinstatement to Supply Services shall be at the discretion of the Board.

If not reinstated to Supply Services, reasons shall be provided in writing with a copy to the Union. The employee may request a meeting with the Board and the Union to discuss the reasons.
- 8.c If a probationary employee is employed in the same position beyond the probationary period, the employee will be deemed to have successfully completed probation.
- 8.d If a probationary employee is successful in competition for a different position during probation, they will serve the remainder of their probationary period in the new position, or three (3) months, whichever is more.
- 8.e (i) An employee who is promoted or transfers to another permanent position shall be on a trial period for up to three (3) months.
- 8.e (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.

- 8.e (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.
- 8.e (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.
- 8.e (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.

9. Hours of Work

- 9.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.
- 9.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.
- 9.b (ii) All employees who work five (5) consecutive hours or longer shall be entitled to an unpaid scheduled break between thirty (30) and sixty (60) continuous minutes in length. Breaks shall normally be scheduled/taken at approximately the mid-point of the shift at a time determined by the supervisor.
- 9.c An employee shall be notified in writing of any substantial change to their regular work schedule or FTE which exceeds five (5) working 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 will be provided with reasonable time off work to interview for alternative employment within the district without loss of pay.

10. Overtime

- 10.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 activities outside of normal working hours.
- 10.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.
- 10.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.
- 10.c All overtime shall require approval in writing.
- 10.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.

- 10.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.
- 10.d (iii) All outstanding overtime credits shall be paid out annually on the first pay period in June.
- 10.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.

11. Holidays

11.a 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

and 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.

11.b If any of the holidays outlined in Clause 11.a 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.

Should Remembrance Day fall on the weekend, and the following Monday has been designated as a Board approved non-instructional day or a teachers' day in lieu, 10-month employees shall be provided with the above vacation day to be taken on the Monday.

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.

12. Vacations

12.a (i) Employees shall receive the following annual vacation with pay, based on years of continuous service, and pro-rated on the basis of the time worked in the previous twelve (12) months. Changes to accrual rates shall be applied at the beginning of the pay period immediately after the attainment of the following:

- After one (1) year of service - fifteen (15) days
- After seven (7) years of service - twenty (20) days
- After sixteen (16) years of service - twenty-five (25) days
- After twenty-four (24) years of service - thirty (30) days

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

- 12.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.
- 12.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.
- 12.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.
- 12.e If an employee, is absent due to sickness, disability or WCB 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.
- 12.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 preceding calendar year.

Absences related to an approved Workers' Compensation claim shall not reduce an employee's eligibility for the vacation bonus days during the calendar year in which the claim originated.

13. Sick Leave

- 13.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 Article 22.
- 13.b (i) Full-time 12-month employees shall accrue sick leave entitlement bi-weekly on the basis of twenty-two (22) working days per year.
- 13.b (ii) Part-time and 10-month employees shall accrue sick leave entitlement bi-weekly on a pro-rated basis according to time worked during the year.
- 13.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.
- 13.c (ii) Notwithstanding the above, if an employee is absent due to sickness, disability or WCB 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.
- 13.c (iii) Where an employee has been or expects to be absent for a period in excess of twelve (12) months,
(a) the position occupied by that employee may be declared vacant and the employee notified in writing within ten (10) working days of the decision.

- (b) the employee shall provide a medical certificate from a qualified medical or dental practitioner a minimum of twenty-one (21) days prior to their return to work.
- (c) the employee will be placed in the same FTE, step and grade of the salary schedule and 10-month/12-month status as was effective when the leave commenced but not necessarily in the same decision unit. If a permanent position is not available, the employee shall be assigned to Supply Services at the same FTE, salary and benefits as their former position until a placement is made.
- (d) The provisions of Clause 13.c(iii)(b) and 13.c(iii)(c) shall not apply to an employee who requires accommodation to their duties or hours of work.

13.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.

13.e Where an employee has left the service of the Board and then has been re-engaged, the provisions of Article 13 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.

13.f An employee who becomes eligible for disability benefits will not be entitled to receive sick leave benefits.

13.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.

14. Compassionate, Bereavement and Family Leave

- 14.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.
- 14.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.
- 14.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.
- 14.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:
 - (i) caring for a family member or
 - (ii) making arrangements for the care of a family member or
 - (iii) caring for other persons who reside in the home of the employee

15. Parental/Maternity/Adoption Leave

- 15.a (i) An employee with a minimum of ninety (90) days of service shall be granted leave in accordance with Article 15.

- 15.a (ii) Leave of absence without pay or benefits shall be granted, upon thirty (30) days written notice where possible, to an employee as follows:
birth mothers shall be eligible for up to sixteen (16) consecutive weeks of maternity leave.
birth mother (immediately following maternity leave), other parent, adoptive parents, or both parents (shared between them) shall be eligible for up to sixty-two (62) weeks of parental leave.
If the parents intend to share the parental leave, and they are both District employees, they shall advise the District of their intentions and will be eligible for a combined maximum of sixty-two (62) weeks.
- 15.a (iii) Maternity leave shall commence at the discretion of the employee at any time within thirteen (13) weeks of the estimated date of delivery. Maternity leave can begin no later than on the actual date of delivery.
- 15.a (iv) Parental leave can begin at any time after the birth or adoption of the child and must be completed within seventy-eight (78) weeks of the date a baby is born or an adopted child is placed with the parent.
- 15.a (v) 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.
- 15.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.
- 15.c During the health-related portion of maternity leave, health insurance premiums are payable by the Employer as provided by this agreement.
- 15.d Notwithstanding Clause 15.a, an employee on maternity leave without salary may access sick leave entitlement as provided in Article 13, if satisfactory evidence of medical disability is provided to the Board.
- 15.e Second Parent Leave - An employee may be granted up to three (3) days leave with pay at the time of the birth or adoption of a child.

16. Personal Leaves

- 16.a Leaves of absence without pay for personal reasons may be granted for periods not exceeding one (1) month.
- 16.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 Article 4.
- 16.b (ii) Employees with a minimum of two (2) 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 Article 4.
- 16.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.
- 16.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. If a permanent position is not available, the employee shall be assigned to Supply Services at the same FTE, salary and benefits as their former position until a placement is made.
- 16.b (v) An employee returning from an extended leave of absence without pay must provide to the Board a minimum of thirty (30) days notice.
- 16.c Employees on leave of absence for personal reasons for periods exceeding seven (7) consecutive days shall not earn vacation or sick leave credits for the period of leave.
- 16.d (i) 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.
- 16.d (ii) Employees will be able to carry over one (1) unused private business day from the previous school year. Employees will be able to use a maximum of three (3) private business days in one school year.
- 16.e Employees may be provided with time off without loss of pay, benefits, and seniority as follows:
- (i) One (1) day per school year for a formal hearing to become a Canadian Citizen
 - (ii) One (1) day per school year for the convocation of the employee or anyone in their immediate family from a post-secondary institution
 - (iii) One-half (1/2) day per school year for attendance at the high school graduation of an immediate family member, where the event begins prior to 1700 hours.
- 16.f (i) Leaves of absence without pay shall be granted to an employee who is experiencing domestic violence to a maximum of ten (10) working days per school year. This leave will be in addition to existing paid and/or unpaid leave entitlements and may be taken as consecutive or single days or as a fraction of a day.

- 16.f (ii) Employees shall provide the District with notice as soon as reasonable before taking the leave. Eligibility and entitlements shall be consistent with legislative provisions.
- 16.f (iii) All personal information concerning domestic violence will be kept confidential in line with relevant legislation. No information will be kept on an employee's file without their written permission.
- 16.f (iv) Accommodations for an employee experiencing domestic violence shall not be unreasonably denied.

17. Leaves of Absence for Union Business

- 17.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.
- 17.b Upon written request, the Employer shall grant leave of absence without pay and without loss of seniority to any employee who wishes to be a candidate in a federal, provincial, municipal or school board election. Except where prohibited by applicable legislation, an employee who is elected to such public office shall be granted further leave of absence without pay and without loss of seniority for the term of office. Such employees shall be paid out any earned vacation or banked time at the commencement of their leave.
- 17.c (i) 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 6.00 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 thirty (30) days 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.
- 17.c (ii) Upon giving one (1) months' notice, the employee shall return to the position held when the leave commenced if available, or its equivalent.
- 17.d (i) The Board shall consider the granting of a request for leave of absence without pay for up to two (2) years with the opportunity to extend to an employee who is offered any assignment with the Canadian Union of Public Employees (National) or other recognized labour organization. Where such a leave is granted, the Canadian Union of Public Employees (National) or other recognized labour organization 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 Local 3550 prior to commencement of the leave.
- 17.d (ii) On return from an approved leave, in accordance with clause 17.d, the Board shall place the employee in the employee's former position, if available, or its equivalent.
- 17.d (iii) On return from an approved leave, in accordance with clause 17.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.

18. 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.

19. Seniority

- 19.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.
- 19.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.
- 19.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.
- 19.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.
- 19.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.
- 19.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.d Previous permanent employees, who return to permanent employment with the District within twelve (12) months of the last date of employment, or within twelve (12) months of the end of the recall period, shall be recognized with previously accrued seniority with the District.

20. Grievance Procedure

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.

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 4, either party may, within ten (10) working days of receiving the reply of the Superintendent of Schools, and/or the Mediator's report, request an Arbitration Board.

Step Six:

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.

21. Union Dues

- 21.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.
- 21.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
 - decision unit

22. Employee Benefits

- 22.a (i) Employee participation in group benefit plans shall be in accordance with plans in force from time to time.
- 22.a (ii) Participation in group insurance plans shall be a condition of employment of all staff appointed to permanent positions.
- 22.a (iii) Notwithstanding Clause 22.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 dependents of their spouses and who therefore elect not to participate.

Further, employees with no dependents 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.

- | | |
|--------------------------------------|---|
| 22.b ALBERTA HEALTH CARE | Employer's contribution will be a cash amount equal to premiums in effect for the term of the Collective Agreement. |
| EXTENDED HEALTH CARE (PLAN 1) | Employer's contribution will be a cash amount equal to premiums in effect for the term of the Collective Agreement. |

DENTAL CARE (PLAN 3C)	Employer's contribution will be a cash amount equal to premiums in effect for the term of the Collective Agreement.
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 will be one hundred percent (100%) effective the beginning of the pay period following ratification.
VISION/HEARING CARE (PLAN 3)	Employer's contribution will be a cash amount equal to premiums in effect for the term of the Collective Agreement.
HEALTH AND WELLNESS SPENDING ACCOUNT	<p>The Board will contribute annually an amount for each 1.0 full-time equivalent (FTE) employee</p> <ul style="list-style-type: none"> • \$400.00 effective September 1, 2017 • \$750.00 effective September 1, 2018

The contributions shall be prorated for employees working less than full-time with the Board. The unused balance will be carried forward for a total accumulation of two years.

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

- 22.c The Life Insurance/ADD 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.
- 22.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.
- 22.e All permanent employees who meet the eligibility requirements of the Local Authorities Pension Plan (LAPP) shall participate in the plan.
- 22.f A confidential Employee and Family Assistance Program (EFAP), as determined by the District, will be offered.

23. Correspondence

- 23.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 trial periods
 - suspensions
 - demotions
 - terminations for the preceding period
 - competition number
 - name of successful candidate
- 23.b (i) The decision unit of staff members involved in such changes will be included.
- 23.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 decision unit of the placement, duration of the placement and a brief description of the duties as indicated in the STEP application.
- 23.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 decision unit and the qualifications for appointment of the new or reclassified position.

24. Training and Professional Development

- 24.a (i) The Employer and the Local shall maintain a Joint Support Staff Training and Advisory Committee for the purpose of providing input into the development and implementation of support staff training.
- 24.a (ii) The Committee will consist of equal number of representatives from the Employer and the Union, or as otherwise agreed by both parties.
- 24.a (iii) Terms of Reference will be reviewed and established by the Committee annually.
- 24.a (iv) All costs of the committee shall be borne by the Employer.
- 24.b (i) On an annual basis, the District will allocate funds to a Support Staff professional improvement program.

- 24.b (ii) Employees may apply to Human Resources for professional improvement support that falls within the scope of the bargaining unit.
- 24.c With prior approval of the Board, an employee shall be reimbursed following the successful completion of a course or program.

25. Joint Occupational Health & Safety Committee

- 25.a (i) The Board and the Union shall maintain a Joint Occupational Health & Safety Committee for the purpose of examining workplace health and safety issues related to support work.
- 25.a (ii) The Committee will consist of equal number of representatives from the Employer and the Union, or as otherwise agreed by both parties.
- 25.a (iii) Terms of Reference will be reviewed and established by the Committee annually.
- 25.a (iv) All costs of the committee shall be borne by the Employer.

26. Workers' Compensation

- 26.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.
- 26.b (i) During the period of incapacitation:
 - (a) Seniority shall continue to accrue;
 - (b) Service, for the purpose of determining vacation accrual entitlement, shall continue for a period of up to twelve (12) months.
- 26.b (ii) When an employee has been absent for twelve (12) months, the position may be declared vacant and filled in accordance with Article 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 decision unit.

27. Duration and Termination of Agreement

- 27.a This agreement shall take effect on September 1, 2017 and shall remain in full force and effect through August 31, 2020 except as hereinafter provided.

- 27.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, 2020 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.
- 27.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.
- 27.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.

28. Salary

- 28.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.
- 28.b The Board may place a new employee at any step in the pay grade in recognition of education, qualifications and previous experience.
- 28.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.
- 28.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.
- 28.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.
- 28.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.
- 28.f (i) Notwithstanding Clause 28.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.
- 28.f (ii) Prior to establishing a position title covered by clause 28.h Position Titles the Board will consult with the Union.
- 28.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.

28.g (ii) Permanent employees temporarily assigned to a higher classification, for a minimum of three (3) working days, shall be eligible for the rate of pay of the higher classification. The higher rate of pay shall be retroactive to the first day of the assignment.

28.g (iii) All temporary appointments of this nature must be authorized in writing.

28.h Position Titles

- Administrative Assistant
- Administrative Assistant Mentor
- Clerk
- Educational Assistant
- Educational Assistant Mentor
- Food Preparer
- Interpreter
- Library Technician
- Licensed Practical Nurse
- Speech Language Pathology Assistant
- Technician

28.i (i) Hourly salary schedule effective
September 1, 2017

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
B	\$18.30	\$18.89	\$19.49	\$20.11	\$20.78	\$22.31
C	\$19.49	\$20.11	\$20.78	\$21.55	\$22.31	\$24.12
D	\$20.78	\$21.55	\$22.31	\$23.19	\$24.12	\$26.11
E	\$22.31	\$23.19	\$24.12	\$25.08	\$26.11	\$28.28
F	\$24.12	\$25.08	\$26.11	\$27.18	\$28.28	\$30.72
G	\$26.11	\$27.18	\$28.28	\$29.47	\$30.72	\$33.39
H	\$28.28	\$29.47	\$30.72	\$32.03	\$33.39	\$36.33

September 1, 2018

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
B	\$18.39	\$18.98	\$19.59	\$20.21	\$20.88	\$22.42
C	\$19.59	\$20.21	\$20.88	\$21.66	\$22.42	\$24.24
D	\$20.88	\$21.66	\$22.42	\$23.31	\$24.24	\$26.24
E	\$22.42	\$23.31	\$24.24	\$25.21	\$26.24	\$28.42
F	\$24.24	\$25.21	\$26.24	\$27.32	\$28.42	\$30.87
G	\$26.24	\$27.32	\$28.42	\$29.62	\$30.87	\$33.56
H	\$28.42	\$29.62	\$30.87	\$32.19	\$33.56	\$36.52

September 1, 2019

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
B	\$18.57	\$19.17	\$19.79	\$20.41	\$21.09	\$22.64
C	\$19.79	\$20.41	\$21.09	\$21.88	\$22.64	\$24.48
D	\$21.09	\$21.88	\$22.64	\$23.54	\$24.48	\$26.50
E	\$22.64	\$23.54	\$24.48	\$25.46	\$26.50	\$28.70
F	\$24.48	\$25.46	\$26.50	\$27.59	\$28.70	\$31.18
G	\$26.50	\$27.59	\$28.70	\$29.92	\$31.18	\$33.90
H	\$28.70	\$29.92	\$31.18	\$32.51	\$33.90	\$36.89

28.i (ii) Supply Support Employee Rates

	Sept. 1/17	Sept. 1/18	Sept 1/19
SUPPLY SUPPORT LEVEL ONE	\$18.57	\$18.66	*
SUPPLY SUPPORT LEVEL TWO	\$20.05	\$20.15	\$20.35
SUPPLY SUPPORT LEVEL THREE	\$21.63	\$21.74	\$21.96

* Delete Level 1 September 2019

28.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.

29. Travel Allowance

An employee who is required to travel between or among sites on an occasional or daily basis will be paid a bi-weekly advance on expenses at the applicable current Board rate.

30. Retirement Allowance

30.a 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. 1/17	Sept. 1/18	Sept. 1/19
After 10 Years of Service	\$3,941	\$3,961	\$4,001
After 11 Years of Service	\$4,715	\$4,739	\$4,786
After 12 Years of Service	\$5,491	\$5,518	\$5,573
After 13 Years of Service	\$6,264	\$6,295	\$6,358
After 14 Years of Service	\$7,041	\$7,076	\$7,147
After 15 Years of Service	\$7,818	\$7,857	\$7,936
After 16 Years of Service	\$8,201	\$8,242	\$8,324
After 17 Years of Service	\$8,582	\$8,625	\$8,711
After 18 Years of Service	\$8,965	\$9,010	\$9,100
After 19 Years of Service	\$9,345	\$9,392	\$9,486
After 20 Years of Service	\$9,727	\$9,776	\$9,874
After 21 Years of Service	\$10,123	\$10,174	\$10,276
After 22 Years of Service	\$10,514	\$10,567	\$10,673
After 23 Years of Service	\$10,908	\$10,963	\$11,073
After 24 Years of Service	\$11,303	\$11,360	\$11,474
After 25 Years of Service	\$11,697	\$11,755	\$11,873
After 26 Years of Service, Add to the amount for every Year of service until retirement	\$367	\$369	\$373

Increases to this allowance will be consistent with the date and amount of increases to the salary grid in Article 28.

30.b At the employee's request, the payment of retirement allowance shall be:

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

30.c Service, for the purpose of retirement allowance, shall be calculated as follows:

- (i) Service shall be defined as active permanent employment.

- (ii) Service shall be pro-rated for part-time employment.
- (iii) A service gap will be defined as a complete break in service (i.e. termination to re-hire into a permanent position). A gap in permanent employment of greater than twelve (12) months shall result in a break in service. The gap can be extended if there is active employment (via Supply work) that occurs during the period – the gap is extended by an additional twelve (12) months from the last date of supply work.
- (iv) Unpaid Leaves of absence shall not break service, however all periods of unpaid LOAs are excluded from the Retirement Allowance calculation.
- (v) Employees who have retired, received a retirement allowance, and then re-employ on a permanent basis with the District shall not be eligible to add their second period of service to the first in order to increase their entitlement. Employees can receive a second Retirement Allowance payment if their second period of service meets the minimum eligibility requirements as set out in the article.

31. Supply Support and Temporary Bi-Weekly Employees

- 31.a Supply support employees shall receive pay for public holidays in accordance with Employment Standards Code Regulations.
- 31.b Supply support employees shall receive from the Board a copy of the Collective Agreement at the time of hiring.
- 31.c (i) Supply support employees will be paid a minimum of three and one half (3.5) hours for each half day worked or portion thereof. Duties may be assigned for up to 7 hours.
- 31.c (ii) Supply support employees 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.
- 31.d (i) Supply support employees with less than five (5) years of employment will have four percent (4%) vacation pay added to their regular earnings.
- (ii) Supply support employees with five (5) or more consecutive years of employment will have six percent (6%) vacation pay added to their regular earnings.
- 31.e All hourly support employees with Edmonton Public Schools will receive overtime for hours worked over seven (7) hours per day or thirty-five (35) hours per week.
- 31.f Supply support employees 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.
- 31.g (i) Temporary bi-weekly employees will be provided the intended duration of their assignment in writing.
- 31.g (ii) An employee assigned to a temporary bi-weekly assignment shall receive the applicable hourly salary rate for the position according to the pay grade and step in Clause 28.i (i).
- 31.g (iii) All 10-month temporary bi-weekly assignments shall end no later than June 30.
- 31.h (i) Temporary bi-weekly employees shall earn vacation entitlement at a rate of four percent (4%) to be added to their bi-weekly earnings.
- 31.h (ii) Temporary bi-weekly employees shall participate in all group insurance plans for the duration of their assignment.

- 31.h (iii) Temporary bi-weekly employees are not eligible for participation in the Local Authorities Pension Plan (LAPP).
- 31.h (iv) Temporary bi-weekly employees will earn sick leave entitlement on a pro-rated basis according to the duration of their assignment.
- For temporary bi-weekly employees who are assigned to 10-month positions, accrual shall discontinue, and all remaining entitlements shall be removed at the end of the last bi-weekly pay period of each school year.
 - For temporary bi-weekly employees who are assigned to 12-month positions, all accruals and entitlements shall be maintained for the duration of their assignment.
- 31.i (i) 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.
- 31.i (ii) 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.

Letters of Understanding and Intent

Letter of Understanding Joint Return to Work

The parties agree that, during the term of this agreement, the Employer and the Union will continue a joint approach to assisting employees in returning to work.

The Union will be involved in the development and implementation of any Administrative Regulation that may be developed related to Return to Work and Duty to Accommodate.

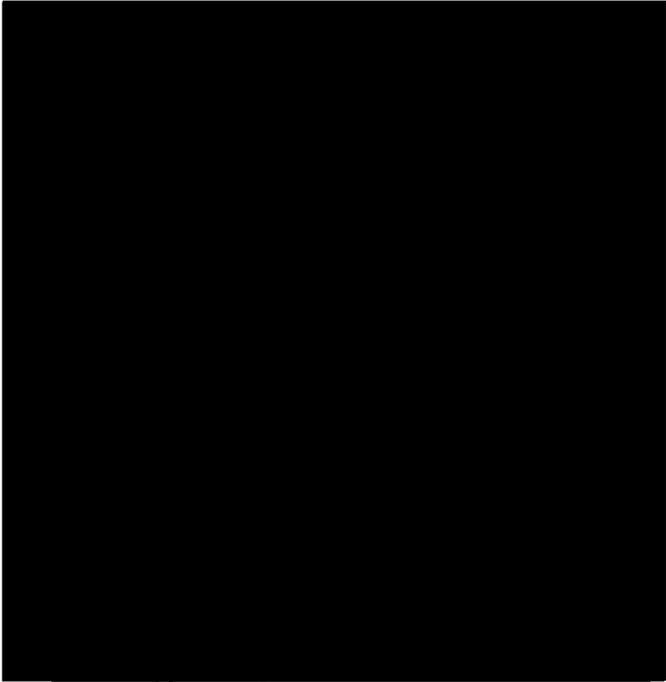
Letter of Understanding Interpretation of 1.b Contracting Out

The parties agree that within sixty (60) days of the signing of this Collective Agreement, the Union and the Employer will meet to open Article 1, Clause 1.b to come to a mutually agreed interpretation.

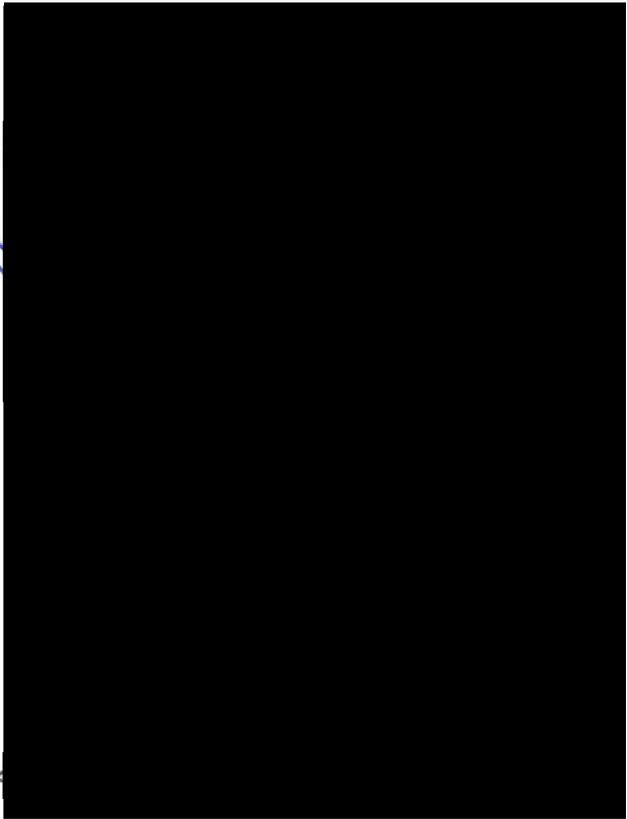
Letter of Understanding Spare Support Staff Board

The parties agree that the Joint Support Staff Committee will continue to examine the feasibility of establishing a permanent Spare Support Staff Board. Recommendations from this committee will be submitted to the administration.

CANADIAN UNION OF PUBLIC EMPLOYEES
CUPE LOCAL 3550



BOARD OF TRUSTEES
EDMONTON SCHOOL DISTRICT NO. 7



Signed this 17th day of June, 2019.

