

MEMORANDUM OF AGREEMENT

Between

EDMONTON CATHOLIC SEPARATE SCHOOL DIVISION

And



UNIFOR
theUnion | lesyndicat

Unifor Local 52A

The above named Parties agree this Memorandum of Agreement, set forth properly outlines the terms and conditions agreed upon by the negotiating committee on behalf of the Employer and the negotiating committee on behalf of the Union, through the process of collective bargaining.

The items attached to this memorandum will form a Tentative Agreement between the parties.

The parties agree to recommend to their respective stakeholders the following as the terms and conditions contained in the Tentative Agreement.

It is understood that the Tentative Agreement is subject to ratification by both parties. It is further understood that non-acceptance of the contents of this Tentative Agreement by either of the parties shall nullify the positions established herein.

HOUSE KEEPING

- **Wherever it is denoted District change to Division.**
- **Wherever it is denoted Assistant Superintendent change to Superintendent.**
- **Replace the former name of the Employer “The Board of Trustees of the Edmonton Catholic Separate School District No. 7” to Edmonton Catholic Separate School Division wherever it appears.**

GENERAL WAGE INCREASE

June 1, 2023 – 1.25%

February 1, 2024 – 1.5%

February 1, 2024 – 0.5%* based on Gain Sharing Formula

ARTICLE 1 – RECOGNITION

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

ARTICLE 3 - LOCAL MEMBERSHIP

- 3.3 The Employer shall provide to the Local, once per month, a list of active and inactive including the name, location, classification, FTE-, seniority date, contract status, **employee contact information including home emails, where provided by the employee** ~~home address~~, amount of dues deducted for each employee, **and** relevant rate of pay, ~~and home phone number.~~
- 3.5 **Opportunities will be provided to the Union to provide orientation for new employees.**

ARTICLE 4 - DEFINITIONS

- 4.1 A continuous employee is one who is employed by the Employer on an ongoing basis following successful completion of a ~~six (6) month~~ probationary period. A continuous employee is one who is assigned to work on a twelve (12) month basis or on an operational-year basis, either in a traditional or in a year-round school.
- 4.2 A probationary employee ~~is a temporary, casual, or new employee who~~ is the successful candidate on a posted permanent position.

- 4.3 A probationary period means the period of six (6) months that a new employee serves at commencement of employment in a posted permanent position with the employer, excluding any sick days or leaves of absence. An employee may be terminated at any time during the probationary period in accordance with Article 22.2.**
- 4.4 A temporary employee is one who is employed on a temporary basis:
- i) for a specific assignment of more than three (3) months but less than twelve (12) months; or
 - ii) to replace an employee who is on an approved leave of absence for a period in excess of three (3) months; or
 - iii) to replace an employee who is on leave due to illness or injury where the employee has indicated that the duration of such leave will be in excess of three (3) months.
- 4.5 A casual employee is one who is:
- i) employed on a day-to-day basis; or
 - ii) regularly scheduled for a period of three (3) months or less for a specific assignment; or
 - iii) employed to replace another employee filling a position as per Article 1.1 (a) for a period of three (3) months or less.
- 4.6 A temporary position is a position established by the Employer for a specific assignment where the work is of limited or fixed duration exceeding three (3) months but less than twelve (12) months.
- 4.7 A permanent position is a position established by the Employer that requires services on a continuous basis and is intended to continue year after year.
- 4.8 Seniority is defined as the length of continuous service in the permanent employ of the employer from the date of hire as a continuous employee in accordance with Article 18. Seniority shall not apply during the probationary period; however, once the probationary period has been completed seniority shall be credited back to the commencement of the probationary period.**
- 4.9 Year shall be defined as:
- (a) for 10 month employees, a full school year generally from September of one year to June of the following year.

- (b) for 12 month employees, a full 12 months from July of one year to June of the following year.
- (c) for 10 month employees employed in the year round schooling program, 11 months from August of one year to the end of June of the following year.

4.10 Classification groupings shall be as follows:

- Administrative Support
- ~~Coordinator and Counselor~~
- ~~Early Learning Facilitator~~
- **Early Childhood Educator**
- **English Language Learner Educator**
- Educational Assistant
- Instructor
- Licensed Practical Nurse
- Media Resources
- Printing Services
- Multicultural Animator
- Therapeutic Assistant
- Sign Language Interpreter
- Brailist
- Laboratory Technician

4.11 FTE shall mean full time equivalency.

4.12 A job description is a written statement identifying the classification, level and key responsibilities about the work expected to be performed in a particular job.

4.13 **Priority placement is the procedure, prior to the layoff process as outlined in Article 21, for permanent employees when the employer determines that a change in FTE or a reduction in staff is necessary.**

4.14 Transfer means a movement from one position to another position within the District at the same classification, FTE and level.

ARTICLE 5 – PROMOTIONS, TRANSFERS AND VACANCIES

5.1 Staffing Postings

- (a) All permanent vacancies, temporary vacancies or newly created positions will be posted electronically, internally for three (3) working days prior to posting externally. ~~The Local shall be emailed a copy of all postings on the day they become active.~~

- (i) ~~Between electronic postings, vacancies shall be filled on an interim basis and in accordance with Articles 5 and 21.~~

- ~~(ii) Any bulletins used in the layoff recall process will not be counted in the above count.~~
- (i) Continuous employees cannot move positions more than two (2) times in a school year.
- (ii) Employees who are on the priority placement list and have previously held a position within the same classification, level and FTE will be offered the vacant position provided the employee has the qualifications, ability and experience to perform the work. In such cases, clause 5.1 (a) shall not apply and the vacant position will not be posted.
- (iii) During the layoff recall process any emergent vacancies will be offered to laid off employees, **providing they have the qualifications, ability and experience to do the job**, prior to posting. **5.1 (a) shall not apply.**
- (c) Where ~~the appointment of~~ a casual employee is needed/occurs, a posting is not required.
- (d) Applicants with continuous status shall be given first consideration for appointment to posted positions in accordance with 5.1 (a) and ~~(d) (f) above~~. Should there be no qualified applicants with continuous status; applicants will be considered in the following order:
 - i) probationary status employees;
 - ii) all other employees.
- (e) **When selecting the successful candidate for postings and transfers the Employer shall use the following determining factors: qualifications, ability, experience, and any other relevant factors. These factors will be considered by the Employer.**
- (f) A continuous employee may apply for a temporary posting. Upon completion of the temporary position, the continuous employee will be placed in a vacant assignment equal to the classification, level and FTE. of the position they held prior to the temporary position **when one becomes available**. The continuous employee will continue to accrue seniority during the term of the temporary position.
- ~~(e) i) Employees who are on the priority placement list and have previously held a position within the same classification, level and FTE will be offered the vacant position provided the employee has the qualifications, ability and experience to perform the work. In such cases, clause 5.1 (a) shall not apply and the vacant position will not be posted.~~

- ~~ii) — Where two or more employees within the same classification, level and FTE are on priority placement, vacant positions will be offered in the order of seniority provided the employee has the qualifications, ability and experience as to perform the work.~~
- ~~iii) — Employees who refuse an offer of priority placement shall move to the bottom of the priority placement list.~~
- ~~iv) — Employees who refuse an offer of priority placement after moving to the bottom of the priority placement list shall forfeit any further rights to priority placement and be placed on layoff in accordance to Article 21.~~
- ~~(f) — Should there be no employees within the same classification and level on the priority placement list, the position shall be posted in accordance with 5.1 (a).~~
- (g)** Employees may choose to accept a vacant position at a lower level. Should an employee choose a position at a lower level their salary will be adjusted to fall within the range for the lower level position.
- ~~(i) — Applications for transfer or promotion will not normally be considered for employees who are serving a probationary or trial period.~~
- (h)** A notice with the names of successful candidates from the previous notice of vacancy shall be provided to the Local President by the 5th working day of the next school month.
- (i)** Where an applicant does not receive the position he/she applied for, he/she may request an explanation from the principal/supervisor of the position.

5.2 Transfers

~~Transfer means a movement from one position to another position within the District at the same classification, FTE and level.~~ Transfers of employees may be made by mutual agreement between the Local and the Employer without posting.

~~5.3 Probationary Period~~

NEW ARTICLE XX – Probationary Period

- (a)** Upon assignment to probationary status, a probationary employee participates in a six (6) month evaluation process which upon successful completion will result in the employee achieving continuous status. Salary adjustments will continue to be made on the employee's anniversary date which will remain unchanged **unless as outlined in 6.5 (a)(i)(ii).**

- (i) **Prior to the end of the first six months worked the Employer may extend the probationary period for any periods of sick leave, vacation days or leaves of absence taken during the six (6) month probationary period. The Local President shall be informed of any such extension.**
 - (ii) **If an employee has not completed probation by June 30 and secures a permanent position by the first operational day of the following school year, their probationary period would be continued from the previous year.**
 - (iii) **With mutual agreement with the Union the Employer may extend the probationary period up to 4 months.**
- (b) The Employer shall provide a preliminary evaluation, either verbal or written, prior to the mid-point of the probationary period. A complete evaluation shall be provided prior to the completion of the probationary period. Upon successful completion of the probationary period, the employee will achieve continuous status.
- (c) Applications for transfer or promotion will not normally be considered for employees who are serving a probationary or trial period. **Should an employee be transferred or promoted during their probationary period they shall be required to complete their probationary period.**

5.4 — Trial Period

NEW ARTICLE XX – Trial Period

- (a) An employee who is ~~promoted~~ **appointed to a different classification, level or position** ~~another position~~ shall be required to serve a six (6) month trial period in which to demonstrate his/her ability to perform the new assignment satisfactorily.
- (i) **In cases of a transfer during the probationary period, the probation period shall continue. The employee shall then serve a pro-rated trial period at the completion of the probationary period in the new position.**
 - (ii) An employee shall not serve a trial period in cases of a lateral transfer when they have successfully completed a probationary period in the position.
- (b) The Employer shall provide a preliminary evaluation prior to the mid-point of the trial period. A complete evaluation of the employee shall be provided prior to the completion of the trial period.

- (c) i) Should the employee deem the position to be unsatisfactory, the employee shall be placed in an alternative vacant position at their previous classification and level as soon as such a position becomes available. Such placements shall not require posting of vacancies in accordance to Article 5.1.
 - ii) **During the trial period or** after the six (6) month trial period, and provided the Employer has given the employee their performance review in accordance with 5.48(b), if the Employer reasonably concludes the employee's performance in the new position continues to be unsatisfactory, the Employer shall place the employee in an alternative vacant position as soon as possible in accordance with clause 5.1. Such salary placement shall be at no lower than that previously held prior to the promotion or transfer. At the end of the current school year, the employee shall be placed on the priority placement list.
 - iii) Where the employee deems the position unsatisfactory, and where the employee is placed in an alternative vacant position, the employee's salary shall be adjusted to fall within the assigned salary range for the alternative position.
- ~~(d) An employee shall not serve a trial period in cases of a lateral transfer when they have successfully completed a probationary period in the position.~~

5.5 — Priority Placement (Moved to Article 21)

~~As a matter of principle, the Employer is committed to maintaining hours of work and full time equivalencies (FTE). Where the Employer determines that a change in FTE is required, where possible, the Employer shall try to maintain FTE and promote larger FTE positions to the extent the needs of schools and students can be accommodated. Grievances filed to address concerns with respect to this clause may not be processed to arbitration though could be referred to mediation.~~

- ~~(a) When the Employer determines that a change in need occurs, or a reduction in staff is necessary, the Employer shall identify staff for priority placement or reduction in hours. The Employer shall notify the employee and the Local at least fourteen (14) calendar days in advance of reducing an employee's hours of work. Nothing in Article 5.5 shall be deemed to limit or restrict the right of the Employer to adjust its staffing component through the layoff provision of Article 21.~~
- ~~(b) Continuous employees shall have their hours reduced only at the end of the school year. All continuous employees will be notified in writing of their assignment for the following school year by a date specified in the staffing procedures.~~

- ~~(c) Priority placement applies to continuous employees whose FTE is reduced.~~
 - ~~(d) An employee may choose not to be placed on the priority placement list and may accept the position with the reduced FTE.~~
 - ~~(e) If no placement is available, employees on the priority placement list will be eligible to bump within their classification as follows:
 - ~~i) The employee shall bump the least senior employee within their classification who is at the same or lower level and for whose position they have the required qualifications, ability and experience.~~~~
 - ~~(f) Employees shall not increase their FTE by more than 0.1 as a result of bumping the least senior employee.~~
 - ~~(g) An employee that has been bumped in accordance with (e) above will be laid off according to Article 21 – Layoff.~~
 - ~~(h) If the only position available to an employee is at a lower level classification, the employee's salary shall be frozen according to clause 6.6 (c).~~
- ~~5.6 The Union shall be notified in writing, and in a timely manner, of all priority placements resulting from the application of this article.~~

ARTICLE 6 – SALARY ADMINISTRATION

- 6.5
- ~~(a)~~ (a) All incremental increases, within a given pay level, shall be granted on the anniversary date for continuous employees. An increment shall be granted each year until the employee reaches the maximum salary of the applicable pay level.
 - ~~(b)~~ (i) An employee who is granted any leave of absence of greater than sixty (60) consecutive calendar days shall not have the period of leave counted for incremental purposes and the date of eligibility for future increments will be adjusted accordingly.
 - (ii) **An employee on layoff for greater than ninety (90) consecutive calendar days shall not have the period of layoff counted for incremental purposes and the date of eligibility for future increments will be adjusted accordingly.**

ARTICLE 10 – VACATION LEAVE

- 10.3 (c) A twelve month employee may carry forward a maximum of **their annual vacation allotment plus ten (10) days' vacation less any vacation used up to June 30th of the previous vacation year.** This vacation shall be scheduled only with the approval of the employee's immediate supervisor

ARTICLE 12 – PERSONAL AND FAMILY LEAVE

12.1 Family Related Leave (~~Effective September 1, 2015~~)

- (b) **Effective date of ratification, eligible employees shall be able to roll over and accumulate one (1) unused family related leave day for one year. The leave day from the previous year must be used before any further rollover may occur.**
- (g) ~~Unused family related leave shall not be carried over from one year to another and shall be forfeited upon termination.~~

ARTICLE 19 – RETIREMENT

~~An employee is eligible to receive one (1) of the following retirement bonuses during the employee's total period of employment with the District:~~

- (a) **Effective until May 31, 2023,** Employees who are at least age 55, with ten (10) years of service with the Employer shall receive a retirement bonus of \$4,000 for the first ten (10) years plus \$350 for each additional year of service with the Employer. After 26 years of service, add \$300 to the amount for every year of service until retirement.
- (a) **Effective June 1, 2023,** Employees who are at least age 55, with ten (10) years of service with the Employer shall receive a retirement bonus of \$4,000 for the first ten (10) years plus \$350 for each additional year of service with the Employer. After 26 years of service, add ~~\$300~~ **\$350** to the amount for every year of service until retirement.
- (b) ~~Effective January 1, 2010, upon retirement and providing the employee does not meet and has never met the requirements to contribute to LAPP or has opted out of LAPP, and providing the employee has a minimum of ten (10) years of service with the employer and is a minimum of fifty-five (55) years of age, the monetary value of accumulated sick leave (to a maximum of two hundred (200) working days) will be paid to the employee.~~

ARTICLE 21 – PRIORITY PLACEMENT, LAYOFF AND RECALL

21.1 Priority Placement

As a matter of principle, the Employer is committed to maintaining hours of work and full time equivalencies (FTE). Where the Employer determines that a change in FTE is required, where possible, the Employer shall try to maintain FTE and promote larger FTE positions to the extent the needs of schools and students can be accommodated. Grievances filed to address concerns with respect to this clause may not be processed to arbitration though could be referred to mediation.

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

- (a) When the Employer determines that a change in ~~need occurs~~ **FTE**, or a reduction in staff is necessary, the Employer shall identify staff for priority placement or reduction in hours. The Employer shall notify the employee and the Local at least fourteen (14) calendar days in advance of reducing an employee's hours of work. Nothing in Article ~~5.5~~ **21.1** shall be deemed to limit or restrict the right of the Employer to adjust its staffing component through the layoff provision of Article 21.3.
- (e) **Vacant positions will be posted. Employees who are affected by priority placement and have previously held a position within the same classification, level and FTE will apply to and be offered a vacant position provided the employee has the qualifications, ability and experience to perform the work.**
 - i) **Where two or more employees within the same classification, level and FTE are on priority placement, vacant positions will be offered in the order of seniority provided the employee has the qualifications, ability and experience as to perform the work.**
 - ii) **Employees who do not secure a position by applying to vacancies through the priority placement process will be placed into an available vacant position within the same classification, level and FTE.**

~~If no placement is available, employees on the priority placement list will be eligible to bump within their classification as follows:~~

- ~~i) The employee shall bump the least senior employee within their classification who is at the same or lower level and for whose position they have the required qualifications, ability and experience.~~

- (f) **In the event there are no available vacant positions, the employee will have the right to displace the least senior employee who is within their classification, at the same or lower level, and FTE and for whose position they have the qualifications, ability and experience.**
 - i) Employees shall not increase their FTE by more than 0.1 as a result of bumping the least senior employee.
- (g) Employees who refuse an offer **of a position** during the priority placement **process in accordance with (e) and (f) above** shall move to the bottom of the priority placement list.
- (h) Employees who refuse an offer of priority placement after moving to the bottom of the priority placement list shall forfeit any further rights to priority placement and be placed on layoff in accordance to Article 21.3.
- (j) An employee that has been bumped **displaced** in accordance with ~~(e)~~ **(f)** above will be laid off according to Article 21.3 – Layoff.
- (k) If the only position available to an employee **during displacement** is at a lower level classification, the employee's salary shall be frozen according to clause 6.6 (c).

An employee that has been bumped in accordance with ~~(e)~~ **(f)** above will be laid off according to Article 21 – Layoff

21.2 The Union shall be notified in writing, and in a timely manner, of all priority placements resulting from the application of this article.

21.34 Layoff Procedure

- (a) Layoff is not a normal occurrence but may be necessary in certain circumstances. i) Article ~~5.5~~ **21.1** does not apply to those employees on layoff.

~~21.2 Electronic Staffing Rounds~~

~~The Employer shall utilize an “Electronic Staffing Rounds” to recall continuous employees to positions prior to the application of clauses 5.1(a) and 21.3. The Electronic Staffing Rounds will consist of the following:~~

- ~~(a) A memorandum outlining the Electronic Staffing Rounds will be sent to affected continuous employees prior to the end of June of the school year.~~
- ~~(b) Electronic Staffing Rounds will be operated on a weekly basis when required.~~

- ~~(c) Recall employee participation is recommended but not required in Electronic Staffing Round 1. Non-participation will not be considered a "refusal."~~
- ~~(d) Recall employees are required to participate in all subsequent Electronic Staffing Rounds. It will be considered a "refusal", in accordance with Article 21.3, for not participating in the required Electronic staffing Rounds. Participating involves viewing the list of recall position(s) emailed to recall employees during the Round and the recall employee providing a written indication of the position(s) they are interested in being placed into, or the recall employee providing written indication that they are not interested in the current positions posted in the Electronic Staffing Round. For the purposes of this clause, written notification by employees shall be via email and provided to the Employer designate as defined by Human Resource Services.~~
- ~~(e) Following any Electronic Staffing Round, vacant positions will be posted, via competition, in accordance with Article 5 of the Collective Agreement.~~
- ~~(f) Following the posting of vacant positions from the final Electronic Staffing Round, the Employer will recall continuous employees to positions in accordance with clauses 5.1(a) and 21.3 of the Collective Agreement.~~

21.43 Recall Procedure

- (a) Continuous employees affected by 21.34 shall retain recall rights to any position for which they meet the minimum qualifications, ability and experience for a period of one year from the date of layoff.
- (c) Employees shall be notified of recall by the Employer by telephone, **or** ECSD email, ~~or Priority Post to the employee's last known address on file.~~ It is the employee's responsibility to ensure the Employer is kept informed of their most recent phone number, email address and mailing address.
- (d) Employees being recalled shall notify the Employer of their intent to accept recall within twenty-four (24) hours of the date of the telephone call, **or** email, ~~or Priority Post notice.~~
- (g) Clauses 21.42 (e) and (f) do not apply when recall is to a position at a lower classification and level than the position from which the employee was laid off.
- (h) Employees being recalled who fail to notify the Employer of their intent to accept recall within the specified twenty-four (24) hours shall be deemed to have refused a recall in accordance with clause 21.42 (e) and/or (f).

21.54 The Employer shall, during November and year end of each school year, provide to the Local a list of continuous employees awaiting recall.

21.65 Employees awaiting recall may, at any time, waive their right to recall by providing notice in writing to Human Resource Services. Their name shall be removed from the recall list and they will be deemed to have resigned.

ARTICLE 24 – DURATION AND TERMINATION OF AGREEMENT

24.1 This Agreement shall take effect on ~~September 1, 2016~~ **September 1, 2020** and shall remain in full force and effect through August 31, ~~2020~~ **2024** except as hereinafter provided.

ARTICLE 25 – HEALTH CARE SPENDING ACCOUNT

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

NEW ARTICLE XX – HEALTH AND SAFETY

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

NEW ARTICLE XX – RESPECT IN THE WORKPLACE

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

LOU – Contracting Out – Renew

LOU – Paid Domestic Violence Leave – Renew

LOU – Subrogation Rights – Renew

LOU – New Hire Orientation – Delete (New language put into Article 3)