

TERMS AND CONDITIONS OF EMPLOYMENT

FOR OUT OF SCOPE (OOS) EMPLOYEES

INCLUDES

MANAGEMENT, SUPERVISORY, PROFESSIONAL/TECHNICAL

AND

ADMINISTRATIVE SUPPORT EXCLUDED (ASE) EMPLOYEES

OF THE

EDMONTON CATHOLIC SEPARATE SCHOOL
DIVISION (ECSD)



EFFECTIVE DATE: JANUARY 1, 2020

APPROVED BY:

J. Carr



Our Foundation

EDMONTON CATHOLIC SCHOOLS

The
Mission Statement
of the District:

Christ-Centered,
Competency-Based Learning
in Edmonton Catholic Schools

Inspired by

- Love of the Father • Faith in Jesus Christ • Hope from the Holy Spirit

We believe in God and we believe

- that each person is created in the image and likeness of God
- that each child is a precious gift and sacred responsibility
- in the goodness, dignity and worth of each person
- that Christ is our model and our teacher
- in celebrating and witnessing our faith
- in transforming the world through Catholic education
- that Catholic education includes spiritual growth and fulfillment
- that learning is a lifelong journey
- that all can learn and develop their gifts
- in building inclusive Christ-centred communities for service to one another
- that all have rights, roles and responsibilities for which they are accountable
- that Catholic education is a shared responsibility in which parents have a primary role

The mission of Edmonton Catholic Schools is to provide a Catholic education that inspires students to learn and that prepares them to live fully and to serve God in one another.

Vision

Our students will learn together, work together and pray together in answering the call to a faith-filled life of service.

Eight Characters of Catholic Education

- Community
- Humanness
- Rationality
- Justice
- Tradition
- Sacramentality
- Spirituality
- Hospitality

Core Values

- Dignity & Respect
- Honesty
- Personal & Communal Growth
- Loyalty
- Fairness

Preparing our students for this world and the next

Inspired by our District *mission and vision statements*, Edmonton Catholic Schools is committed to offering a Christ-centered, competency-based learning experience for all learners. Every facet of our learning system is aligned to offer an excellent Catholic education that inspires students to develop the conceptual and procedural understanding needed for successful learning, living, and working in Alberta and beyond.

Guided by our moral compass, students and staff will engage individually and collaboratively in serving the common good today while being good stewards for tomorrow.

A Defining Statement of Inclusive Education in Our District - Katholos: Education for Life for All

In accordance with our District Foundation Statement, all *resident students and their parents/caregivers are welcomed into our schools. The Learning Team is committed to collaborating, identifying, applying and monitoring practices enabling all students to reach their potential, spiritually, socially, emotionally, physically and academically within the Programs of Study alongside their peers.

**resident student as defined by the School Act*

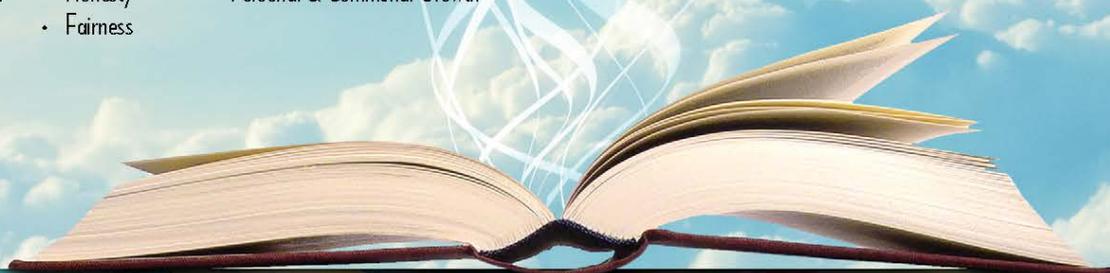


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INTRODUCTION

The Edmonton Catholic Separate School Division (ECSD) recognizes the Out of Scope Employee Committee (OOS) as the formal body representing the needs, concerns and terms and conditions of employment of those employees excluded from union membership. These employees fall within the Management, supervisory, Professional/Technical or Administrative Support whose work is excluded from a bargaining unit for reasons as defined by the Labour Relations Code Information Bulletin #22.

www.alrb.gov.ab.ca/bulletins

These Terms and Conditions will be effective January 1, 2020 and will remain in effect until the ECSD and the OOS Liaison Committee revise, delete or renew provisions and will be reviewed annually in conjunction with salary reviews.

The OOS Liaison Committee may meet with Senior Management to advise them of issues that may affect the employees of the OOS Group.

The OOS Terms and Conditions replace and take precedent over any former policy, procedure and terms and conditions document relating to terms of employment. The OOS Terms and Conditions works in conjunction with current ECSD Administrative Procedures (AP).

EMPLOYMENT

Employment Status

Casual Employee: one who is employed by the Division, is paid hourly and is employed on a non-continuous basis.

Permanent Employee: one who is employed by the Division in an ongoing position, following the successful completion of their probationary period, either in a full-time or part-time position.

Probationary Employee: one who is employed by the Division in their first full year of employment.

Temporary Employee: one who is employed in a term specific position on a full-time or part-time basis.

Ten (10) Month Employee: one who works a school year generally from September of one year to June of the following year.

Twelve (12) Month Employee: one who works a continuous twelve (12) month time frame.

Position Categories

Category	Criteria
<p>Management</p>	<p>Positions in this category are responsible for long term strategic and business planning, productivity and key end results of:</p> <ul style="list-style-type: none"> (a) an entire department; or (b) a large work unit containing a variety of functional activities. <p>Positions in this group have the authority to direct overtime and participate in the disciplinary process. Often these positions will manage subordinate supervisors.</p> <p>Assistant Superintendents have individual employment contracts. Any articles not included in the individual employment contract defer to the Out of Scope Terms and Conditions.</p>
<p>supervisory</p>	<p>Positions in this category are responsible for providing front line supervisory support to a single functional area.</p> <p>Work includes scheduling, monitoring and reviewing work of others while contributing to the overall outcomes of the functional area.</p> <p>Positions in this group have input into the disciplinary process.</p>
<p>Professional/Technical</p>	<p>Positions in this category involve work within a specialized field of knowledge usually acquired through post-secondary training or extensive practical experience.</p> <p>Professional or technical certification may be required such as: Registered Social Worker, Certified Management Accountant or Information Technology specific certification.</p> <p>Much of the work of employees within this group is consultative, advisory and facilitative in nature.</p>
<p>Administrative Support Excluded (ASE)</p>	<p>Positions in this category are senior level administrative assistants which are excluded from collective bargaining for reasons of confidentiality.</p> <p>These positions have access to highly sensitive information that affects decision making with a Division-wide impact. Positions that have access to information related to grievances, disciplinary processes, negotiations and collective bargaining are also in this excluded group.</p>

Staffing

When an existing permanent position becomes vacant, or a permanent position is created, the employment opportunity will be posted internally and externally. A temporary position with a term exceeding three months will also be posted internally and externally.

Staffing Strategies

There may be occasions when alternative strategies are required.

Exemption from Competition

One of the following conditions must be present to substantiate an appointment:

- **Specialized knowledge or qualifications:** The person to be appointed has specialized knowledge or qualifications which are unlikely to be bettered through competition.
- **Urgency:** The urgency of the requirement is such where a delay in staffing the position would significantly disrupt program operations and where a qualified candidate is readily available.
- **Effective utilization of employees:** The exemption is necessary for the effective utilization of employees in situations where there is a realignment of services in a work unit or department. This would only be approved for existing permanent employees who are eligible to receive a severance pay if their respective job is abolished.

Process

1. Review the rationale for an exemption from competition.
2. Assess candidate to ensure they meet the minimum recruitment standards and are fully qualified for the position.
3. Confirm appropriateness of exemption from competition as the staffing strategy and forward documentation for appropriate signature and finalization.
4. Conduct pre-employment checks as required (e.g. references; security screening; academic credentials; etc.).
5. Prepare and send out the written offer letter.
6. Forward signed offer letter and related documentation to payroll.

Underfills

This may be an effective staffing strategy if a job cannot be filled at the existing sizing level. Generally, this happens when a manager selects an applicant who does not meet the full minimum recruitment standards for a specific job.

This involves resizing a job to a lower level, proceeding with staffing and implementing a developmental plan for the hired candidate to progress to the appropriate level.

Eligibility List

This would be a list of individuals interviewed and determined to be qualified for a specific job. This list may be accessed to fill future vacancies, up to six (6) months, rather than through the competition process.

PROBATIONARY PERIOD

1. The probationary period allows ECSD to evaluate employees while giving employees time to demonstrate their ability to learn and perform the job.
2. An employee new to the Division needs to complete a twelve (12) month probationary period. Leaves of absence in excess of 20 working days or excessive absenteeism may result in an extension of the twelve (12) month probationary period. The decision of whether there is an extension will be made with the Manager, Classified Staffing and the employee's supervisor.
3. An employee will participate in an evaluation process in consultation with their manager. The employee will be provided with a mid-point evaluation within the probationary period. A formal, final evaluation must be completed prior to the end of the probationary period.
4. The probationary period may be extended by the supervisor, to allow for performance improvement, in consultation with Human Resource Services. Extensions to the probationary period will be communicated in writing to the employee at least one (1) month before the expected completion of the probationary period.
5. At any time during the employee's probationary period, the Division, at its discretion, may terminate the employment of an employee. Termination pay will be made in accordance with Alberta Employment Standards.

TRIAL PERIOD

Continuous Out of Scope Employees

1. The trial period allows ECSD to evaluate employees while giving employees time to demonstrate their ability to learn and demonstrate competent work performance in a different position. Continuous employees appointed through the competition process, will complete a six (6) month trial period in the new position.
2. An employee will participate in an evaluation process in consultation with their manager. The employee will be provided with mid-point evaluation at three (3) months, within the trial period. A final formal evaluation must be completed prior to the end of the trial period.
 - a. The evaluation process is intended to be employee-driven and finalized between the employee and respective manager.
3. The trial period may be extended by the supervisor, to allow for performance improvement, in consultation with Human Resource Services. Extensions to the trial period will be communicated in writing to the employee at least ten (10) working days before the expected completion of the trial period.
4. Leaves of absence in excess of twenty (20) working days or excessive absenteeism may result in an extension of the six (6) month trial period.
5. If the trial period is deemed unsuccessful by the Division at any point in time, the employee may be placed in the same or similar position for which the employee is qualified. Should a position not be available, the employee will be on a leave without pay for a period of three months. At the end of the three (3) month period, should no position be available, the employee will be terminated.

Other Division Employee Groups

1. Permanent employees from other Division employee groups who assume a temporary Out of Scope position, will need to apply for a leave of absence for the duration of the temporary position.
2. Permanent employees from other Division employee groups who assume a continuous Out of Scope position will need to apply for a leave of absence for the duration of the trial period. The terms of the **Trial Period for Continuous Out of Scope Employees** will be upheld.

COMPENSATION

The absence of Collective Bargaining signifies that OOS employees are dealt with on an individual basis and position grouping for salary purposes. Insofar as practical, the pay ranges for each position may meet the following conditions:

1. A reasonable differential is maintained above the next subordinate position supervised by the Management/supervisory employee.
2. Pay is determined in relation to the comparative rate in the Division or in the pertinent market sector.
3. The *HayGroup* compensation system is used to provide forecasting for market increases.

Salary Levels

1. Out of Scope jobs are sized using a point rating system based on the *HayGroup* Model. The point rating determines the size and salary level of jobs.
2. Out of Scope jobs fit into one of ten salary levels. The salary ranges are reviewed each year and adjusted accordingly.

Market Increases

1. Each year HRS obtains compensation and economic data to determine the average market increase granted to various public sector organizations in Alberta. Data collected includes compensation trends and strategies as presented by the *HayGroup* each year. At the same time, funding from the Government of Alberta to School Divisions is considered.
2. The “Broader Public Sector” recommendation by the *HayGroup* for market increases will be used annually to determine the increase for OOS employees should there be funding available. Should there be a market increase, it will be effective as of September 1st each year and communicated to employees as soon as possible.

Additional Responsibility or Acting Assignment

1. When an employee is assigned additional responsibilities to perform the work of another job, the supervisor may authorize a salary modifier of 5% of base salary to reflect a temporary increase.
2. When an employee is required to perform the primary duties of a higher-level job on a full-time basis, this is an acting assignment. The supervisor may authorize a minimum 5% salary modifier, depending on the extent of the assigned duties, to reflect a temporary increase.

3. The modifier may be increased, ensuring the salary is not less than the minimum step of the higher-level position.
 - a. An outline of the acting or additional duties may be subject to review by the Division Compensation Specialist to determine appropriate acting pay.
4. Non-management employees are eligible to receive acting or additional responsibility pay after performing the primary duties of the higher level for five (5) consecutive workdays.
5. Management employees must act a minimum of ten (10) consecutive workdays.
6. The acting pay is effective retroactively from the first day the employee performs the higher duties and is considered pensionable salary.
7. The employee's job sizing level will not change when the acting assignment is for twelve (12) months or less.
8. Anniversary dates will not change during an acting assignment that does not exceed twelve (12) months. If an anniversary date occurs during the acting assignment and a grid increase is granted, the acting salary will be reviewed to determine if an adjustment is required.
9. For acting assignments that exceed twelve (12) months, the employee's job sizing level and base salary will be adjusted to reflect the duties being performed. At the end of the assignment, the employee's job sizing level, base salary and the anniversary date will be adjusted to reflect the level the employee would have reached had the acting assignment never occurred.

Transfer and Promotion

When an employee is appointed, through the competition process, to a job with a higher level salary the incumbent shall be paid at either the minimum step in the new level, or a step on the new range that is two steps higher than the employee's current salary, whichever is greater. The anniversary date for subsequent grid increases changes to reflect the date of the promotion.

Market Supplements

1. The Division recognizes that labour market forces may, from time to time, have an impact on the ability to recruit and retain candidates for specific positions as a result of compensation practices of other employers.
2. Recruitment and market supplements will only be approved where there is a demonstrated skills shortage that creates higher market rates and causes an inability to recruit and/or retain qualified staff.
3. Recruitment and market supplements will not be used as a way to recruit and/or retain individuals whose personal qualifications exceed the requirements for the position in question.
4. Supplements will be for a fixed dollar amount for specified positions and will be reviewed every year.
5. In letters of offer, supplements will be clearly distinguished from the established base salary.

Anniversary Dates for Grid Increases

1. An Out of Scope employee's anniversary date will normally be the first day of the month in which:
 - the employee begins employment in a probationary position;
 - the employee is promoted;
 - the employee's job is resized to a higher salary level
2. The anniversary date will be the first of the following month if commencement of employment or salary increase occurs after the 15th of the month.
3. An anniversary date will change when the employee is promoted, or their job is resized to a higher level, and their base salary increases.
4. Anniversary dates will not change when an employee is demoted, or their job is resized to a lower level, and their base salary remains unchanged.

5. An employee who is granted any leave of absence, paid or unpaid, including sick or maternity leave, of greater than twenty (20) consecutive calendar days will have their anniversary date adjusted to reflect the total time away from the position. Excessive absenteeism may also be considered for adjustment of the anniversary date.

Salary Administration

1. Management of the Out of Scope Salary Administration and Job Sizing is the responsibility of the Superintendent and is administered through Human Resource Services.
2. The salary administration program includes the use of salary bands and ranges. Salary ranges are reviewed annually to ensure that the Division remains competitive.
3. The salary band is determined for each position based on job size.
4. Salary reviews will occur annually.
5. Employees will receive their pay by direct deposit on the last teaching or working day of each month.

HOURS OF WORK

Regular Hours of Work

Administrative Support Excluded Employees

The normal work week for a full-time Administrative Support Excluded Employee is five (5) days per week and seven (7) hours per day.

The normal work week for a part-time employee is calculated on a pro-rated basis based on full-time equivalency (FTE).

Management, Technical/Professional and supervisory Employees

Due to the nature of work for Management, Technical/Professional and supervisory Employees, flexibility is required to accommodate varying workloads and operational needs. These employees are normally expected to be self-directing with respect to their job function and may sometimes find it necessary to work more than an average work week in order to perform their duties satisfactorily. Actual work schedules can vary according to operational needs and requirements, within the bounds of Alberta Employment Standards.

Overtime Terms and Conditions

Edmonton Catholic Schools recognizes that overtime may be necessary for program delivery. Ideally, work required outside of regular work hours will be managed through mutually agreed upon flexible work arrangements. If flexible work arrangements are not possible, overtime may be required and needs to be pre-approved by management. As overtime comes at a potential cost to both the employee and employer, overtime should not be expected. If authorized, overtime will be actively monitored and managed.

Managers and Supervisors

Management and Supervisory employees, with direct reports, are not eligible to receive overtime pay or time off with pay. In exceptional circumstances, however, Management and Supervisory Employees can work overtime and be provided with overtime pay or time off with pay when approved by the Department's Assistant Superintendent or equivalent. In these exceptional circumstances, overtime is all hours worked over eight (8) hours a day or forty-four (44) hours a week, whichever is greater, and overtime pay and time off with pay will be earned at a rate of one (1) hour for each overtime hour worked.

Non-Management and Non-Supervisory

All other Out of Scope employees are eligible to receive overtime pay or time off with pay for overtime worked as follows:

1. Overtime must be authorized and agreed-to in writing between the supervisor and employee in advance of any overtime worked by the employee.
2. Overtime is defined as work in excess of seven (7) hours per day or thirty-five (35) hours per week.
3. Time off with pay will be earned at a rate of one (1) hour for each overtime hour worked. The determination of whether overtime will be provided to the employee as overtime pay or as time off with pay will be determined by each department based on operational needs and offered accordingly.
 - a. The determination as to whether overtime will be provided to the employee as overtime pay or as time off with pay should be communicated to the employee in writing.
 - b. In the event that the employee is directed to take time off with pay, it must be taken within six (6) months of the end of the pay period in which they earned it.
 - c. In the event that the employee is not able to take time off with pay within six (6) months of the end of the pay period in which they earned it, it will be paid out to the employee at the rate of 1.5 times the regular wage rate as soon as possible and within the financial year in which the overtime was worked.

4. Any time off with pay earned before September 1, 2019 that has not been provided, taken or paid before September 1, 2019 must be taken at a rate of 1.5 hours per overtime hour earned. Please contact Human Resources Services if this applies.

All Employees

Overtime hours earned cannot exceed an accumulation of the equivalent of ten (10) days. It is the joint responsibility of the employee and the supervisor to ensure that these days are monitored.

Upon termination, overtime hours earned that have not been taken as time off with pay will be paid out as overtime pay. Overtime hours earned and taken as time off with pay prior to termination will not serve as any part of the notice of termination period.

PROFESSIONAL CREDENTIALS AND MEMBERSHIPS

OOS employees are required to maintain their professional credentials and memberships with their specific professional association(s) or organization(s) and must inform their supervisor of any changes to registration, license or membership. Renewal information must be supplied to Human Resource Services.

USE OF PERSONAL VEHICLES

Employees will be reimbursed on a per-kilometre basis for the use of personal vehicles in accordance with the ECSD AP 513 – Travel Expenses.

BENEFITS

ECSD provides a complete range of benefits that recognizes the unique and diverse needs of its OOS employees. Details on eligibility, enrolment, changes and carriers are available with Human Resource Services.

- Group Life Insurance
- Accidental Death and Dismemberment (AD&D)
- Extended Health Care
- Dental
- Extended Disability
- Vision Care/Hearing Aids
- Employee and Family Assistance Program (EFAP)
- Health / Wellness Spending Account

Eligibility

1. All probationary and permanent employees with a minimum of fourteen (14) hours per week are eligible for benefits. Benefits are pro-rated based on FTE for part-time employees. Ten (10) month employees benefit coverage remains in effect over the summer months. Casual and temporary employees are not eligible.
2. Permanent employees from other Division employee groups who move to a temporary position in Out of Scope will be provided Out of Scope benefits for the duration of their service in the temporary position.
3. Employees may waive participation in applicable benefits by proving that there is duplicate coverage through their spouse.
4. The details regarding date of commencement on benefit plans is defined by benefit carriers.

Health / Wellness Spending Account

1. ECSD will contribute a maximum of \$500 per year toward a Health / Wellness Spending Account for each probationary and permanent employee to be administered by Alberta Blue Cross. The amount is pro-rated based on FTE as of the first day of school. Employees will be invited to allocate the funds into either the Health or Wellness accounts or a combination of both at the start of the school year.
2. For further information on Alberta Blue Cross coverage, please refer to www.ab.bluecross.ca.

Pension Plan

Local Authorities Pension Plan

1. ECSD participates in the Alberta Local Authorities Pension Plan (LAPP), which is a defined benefit pension plan.
2. Participation in the LAPP is a mandatory condition of employment for:
 - a. ECSD full-time probationary and permanent employees regularly scheduled to work at least thirty (30) hours per week.
 - b. Probationary and permanent part-time employees regularly scheduled to work at least fourteen (14) hours and less than thirty (30) hours per week.

3. Exceptions to participation:

- Temporary employees
- Employees collecting LAPP retirement benefits or other opt-out provisions
- Employees who have reached the end of the year in which they have turned 71 years of age
- Employees contributing to another pension plan

4. Details of LAPP are available at www.lapp.ca or through discussion with Human Resource Services (email pensions@ecsd.net).

Alberta Teachers' Retirement Fund (ATRF)

Employees in receipt of ATRF are eligible to contribute to LAPP.

Salary Continuation

Sick Leave

1. Sick leave benefits are with full pay and are sponsored by the Division to protect the employee in the event of an unavoidable illness or injury not compensable by the Workers' Compensation Board.
2. Probationary and permanent employees will earn sick leave entitlement at the rate of two (2) working days per month. Part time employees' sick leave entitlement will be pro-rated based on FTE.
3. Sick leave entitlement will be accumulated at a maximum of twenty-four (24) working days per year for twelve (12) month employees and twenty (20) working days per year for ten (10) month employees. The unused portion will be accumulated to a maximum of two hundred and twenty (220) working days for (12) month employees and two hundred (200) working days for ten (10) month employees.
4. Payment of sick leave benefits will be made upon the basis of medical evidence satisfactory to the Division.
5. If an employee becomes seriously ill or suffers an accident requiring the care of a medical doctor or hospitalization during a scheduled vacation, sick leave may be substituted for vacation days for those days so incapacitated. Medical evidence satisfactory to the Division will need to be provided.
6. If an employee is absent due to illness or disability for a period of greater than sixty (60) consecutive calendar days, no further sick leave will be earned until such time as the employee returns to work.

7. Sick leave entitlements will not be accrued but will be maintained while the employee is in receipt of Workers' Compensation benefits.
8. If an employee is still absent after thirty (30) days due to illness or disability, the employee will apply for extended disability benefits (EDB). As these benefits are payable as of the 91st calendar day of medical absence, an employee will be considered to be on a medical leave of absence without pay starting on the 91st day.

Workers' Compensation

1. OOS staff are protected for loss of earnings under the Workers' Compensation Act. Job-related accidents must be reported to the supervisor or manager within 24 hours of occurrence. A claim must be submitted to Human Resource Services.
2. When an employee is injured on the job they will notify their supervisor immediately. Having done so, during such time as an employee is entitled to Workers' Compensation Benefits, the employee will continue to receive their full net salary for a period not to exceed their full sick leave entitlement. If an employee is unable to return to work at the end of their sick leave entitlement, the employee will then be paid according to the rate prescribed by the Workers' Compensation Act. If an employee is not accepted by WCB, repayment will be taken from vacation or sick leave banks.
3. Sick Leave entitlements will not be accrued but will be maintained while the employee is in receipt of Workers' Compensation benefits.

Employee and Family Assistance Program

For employees experiencing personal difficulties, ECSD provides a confidential Employee and Family Assistance Program.

LEAVE OF ABSENCE WITH PAY

Named Holidays

1. Employees are entitled to the following named holidays:

New Year's Day	Heritage Day
Alberta Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

One (1) day floater holiday as determined by the Division to be taken during the Christmas break.

Depending on operational requirements, the Division will provide up to three (3) paid days to be taken as designated during the Christmas break.

2. Employees are entitled to one (1) day off with pay if a named holiday falls on a Saturday or Sunday and is not observed on another day. The date of such day off will be determined by the Division.
 - a. The foregoing does not apply to ten (10) month employees during July and August.
3. When a named holiday falls on a day that would otherwise be an employee's regularly scheduled day off, the employee will receive:
 - b. an alternate day off if they are working five (5) days a week, OR
 - c. an amount of time off based on their FTE to be taken at an alternate time if they work less than five (5) days a week.
4. If an employee is required to work on a named holiday, the employee will be compensated at one and one half (1½) times basic hourly rate for that day. In addition, an alternate day off with pay will be arranged.
5. To qualify for a named holiday with pay, the Division will follow Alberta Employment Standards.

Annual Vacation

1. Vacation is an important benefit that contributes to a healthy and balanced lifestyle.
2. "Vacation Year" means the period commencing on the first (1st) day of July and concluding on the thirtieth (30th) day of June of each year for twelve (12) month employees and commencing on the first (1st) day of September and concluding on the thirtieth (30th) day of June of each year for ten (10) month employees.
3. Vacation entitlement is earned during each vacation year of paid service and may be taken, with supervisor approval, as it is accrued during the vacation year. Part time employees will have their vacation pro-rated. Discussion should take place with the supervisor if an employee is unable to take vacation in the appropriate year.
4. Any employee who has accumulated excessive vacation credits is expected to reduce their accumulation. Please see ECSD AP 412 – Vacation Accrual for further information.

Vacation usage for 10-month employees

1. Vacation for 10-month employees must be taken during the year in which it is earned and specifically at Christmas break, spring break and the annual Teachers' Convention. Any difference in entitlement and vacation taken will be adjusted on the employee's June pay as follows:
 - a. When vacation days in the school year are less than those days earned, a positive adjustment will be made.
 - b. When vacation days in a school year are more than those days earned, a reduction will be made.

Vacation entitlement for twelve (12) month employees

Management and supervisory

Completed Years of Service with the Division	Vacation Entitlement in Days
0-5	20
6-15	25
16+	30

Professional/Technical

Completed Years of Service with the Division	Vacation Entitlement in Days
0-9	20
10-19	25
19+	30

ASE

Completed Years of Service with the Division	Vacation Entitlement in Days
0-7	15
8-15	20
16-24	25
24+	30

Vacation entitlement for ten (10) month employees

Management and supervisory

Completed Years of Service with the Division	Vacation Entitlement in Days
0-5	16.67
6-15	20.83
16+	25

Professional/Technical

Completed Years of Service with the Division	Vacation Entitlement in Days
0-9	16.67
10-19	20.83
19+	25

ASE

Completed Years of Service with the Division	Vacation Entitlement in Days
0-7	12.50
8-15	16.67
16-24	20.83
24+	25

Personal Leave Days

1. The ECSD provides five (5) paid personal leave days for twelve (12) month employees, each year from July 1st through June 30th, upon approval. Ten (10) month employees are entitled to four (4) paid personal leave days. These days may be taken in full or half days only.
2. Two (2) of these days may be used by the employee for any wellness reason and do not require explanation. However, these days are subject to operational requirements.
3. The remaining personal leave days are available for purposes of conducting personal business and meeting family responsibilities. Examples of such days include attending appointments with family members, family care, family illnesses, household requirements and family events. Funerals of those family and friends not listed in Bereavement Leave, and matters associated with the death of a family member would also be included as appropriate usage of personal leave days.
4. These days may not be used for the employee to work for pay for another organization.
5. Use of personal leave days cannot be combined with vacation time or long weekends in order to extend the vacation period.
6. Personal leave days are not to be used for medical appointments for employees. If a medical appointment is less than two hours, arrangements should be made to flex time.
7. Approved banked time must be used before using personal leave. This does not include banked time for Division designated closure dates.
8. If employment commences after July 1st of the year, personal leave days will be pro-rated.
9. Part-time employees will have personal leave days pro-rated based on FTE.
10. Casual and temporary employees are not eligible for personal leave days.
11. Personal leave days not used by June 30th of each year cannot be carried forward and will be forfeited.
12. There may be circumstances where the above provisions may be extended. The Assistant Superintendent of Human Resource Services, or designate, may authorize such extension with or without pay at his/her sole discretion.

Bereavement Leave

1. In the event of the death of the employee's spouse, child, parent, brother, sister, parent-in-law, grandchild, grandparent, son-in-law, or daughter-in-law (including step relations) bereavement leave with regular pay not exceeding five (5) working days, including the day of the funeral, will be allowed for the purpose of attending to matters related to the death.
2. In the event of the death of the employee's brother-in-law, sister-in-law, grandparent-in-law, or a relative who is a member of the household or for whose care the employee is responsible, bereavement leave with regular pay not exceeding two (2) working days, including the day of the funeral, will be allowed for the purpose of attending to matters related to the death.
3. There may be circumstances where the above provisions may be extended. The Assistant Superintendent of Human Resource Services, or designate, may authorize such extension with or without pay at his/her sole discretion.

Court Appearance or Jury Duty

1. Employees will be granted leave with pay and benefits for regularly scheduled hours of work for the purpose of jury selection, jury duty or appearing as a witness in legal matters arising from ECSD employment.
2. If an employee is required to appear before a court of law for other legal matters, not initiated by the employee, time away without pay may be granted at the discretion of the supervisor.

LEAVE OF ABSENCE WITHOUT PAY

Maternity Leave

1. Employees will be provided job protected maternity leave in accordance with Alberta Employment Standards and other applicable legislation.
2. Regardless of length of employment, employees are eligible for unpaid leave for any health-related leave required as a result of pregnancy and childbirth.
3. Written requests for maternity leave should be submitted to Human Resource Services a minimum of six (6) weeks prior to the expected date of commencement of the leave. The written request should include the planned last day of work and the planned return-to-work date.

4. The employee will reconfirm or advise Human Resource Services of any changes to the planned return-to-work date by giving four (4) weeks written notice prior to the planned return-to-work date. Upon returning from maternity leave, an employee will either be reinstated into their former position or will be provided with alternate work comparable in nature and salary.

Top Up Benefits

The Employer will provide top up benefits to eligible employees on maternity leave in accordance with the Employment Insurance Regulations and subject to the following conditions:

1. If an employee has completed one (1) year of continuous employment, she may apply for top up benefits during the illness related portion of her maternity leave provided:
 - a. she is receiving employment insurance maternity benefits, and
 - b. she has enough sick leave entitlement, and
 - c. she provides medical evidence from her physician specifying the portion of her maternity leave attributable for any health-related absence.
2. Evidence of payment of Employment Insurance maternity benefits (cheque stub) must be presented to the Employer in order to receive maternity top up benefits.
3. The maternity top up benefit will provide the employee with ninety-five percent (95%) of gross earnings less deductions.
4. An employee who wishes to receive top up benefits must apply for Employment Insurance maternity benefits as soon as eligible. Upon returning from maternity leave, an employee will either be reinstated into their former position or will be provided with alternate work comparable in nature and salary.

Parental Leave

1. Employees will be provided job-protected parental leave in accordance with Alberta Employment Standards.
2. Whenever possible, written notice of intent to take such leave must be forwarded to Human Resource Services at least six weeks prior to commencement of the leave.
3. Written notice of intent to return to work will be provided to the Assistant Superintendent of Human Resource Services or designate at least four weeks prior to the date on which the employee intends to return to work.

Adoption Leave

1. Employees are eligible for leave without pay for the purpose of adoption. Employees will be provided job-protected adoption leave in accordance with Alberta Employment Standards. Whenever possible, written notice of intent to take such leave must be forwarded to Human Resource Services at least six (6) weeks prior to commencement of the leave.
2. Written notice of intent to return to work will be provided to the Assistant Superintendent of Human Resource Services or designate at least four (4) weeks prior to the date on which the employee intends to return to work.

Job-Protected Leaves

As per Government of Alberta Employment Standards, employees are entitled to those leaves listed within the Employment Standards.

General Leave

1. Employees must have completed three (3) years of continuous employment prior to being considered for a leave of absence of over one (1) month.
2. Applications for extended leave of absence will be made in writing to the Assistant Superintendent of Human Resource Services or designate at least one (1) month prior to the commencement of the proposed leave. Requests will include the reason for the leave, the last working day, and the date of return-to-work. The employee will reconfirm, or advise Human Resource Services of any changes to, the planned return-to-work date by giving four (4) weeks written notice prior to the planned return-to-work date.
3. Requests for leaves will be considered based on the merits of each individual request and will be contingent upon operational requirements.
4. Employees on leave of absence without pay for periods exceeding ten (10) consecutive working days will not earn vacation or sick leave credits for the period of the leave.
5. Upon return from an extended leave of absence, the Division will be under no obligation to place an employee in their former position, but every effort will be made to place the employee in an available position for which the employee is qualified.
6. No leave of absence will be granted to work elsewhere for gain except with the express written consent of the Division.
7. Any employee who has been afforded a leave of absence and does not return to work on the date agreed to by the Division, will be considered to have abandoned the position.

SUBROGATION RIGHTS

The Division will seek recovery of Sick Leave and Benefits paid during a disability when it is determined there is a third-party liability.

The following provisions apply to Sick Leave and Benefits:

1. All employees covered by the articles set out above do hereby on their behalf and on behalf of their dependents assign to the Division, in consideration of benefits provided in the said articles, all rights or recovery against any person whose action caused or contributed to an occurrence giving rise to the payments under such articles to any employee and/or the employee's dependents. The Division will thereby subrogate to any rights the employee or the employee's dependents may have against any such third party, for any amounts paid pursuant to the said articles or for which there is liability under the said articles. When the net amount recovered is, after deduction of the costs of recovery, not enough to provide complete indemnity for the loss suffered, the amount remaining will be divided between the Division and the employee in the proportion by which the loss has been borne by them.
2. The employees, on their own and on their dependents' behalf, agree that the said subrogated rights of the Division may be exercised by the Division bringing action for recovery in the name of the employee and/or dependent of the employee directly against a third party or by the Division assigning its rights of subrogation to the employee or the employee's dependent in care of the solicitor representing such employee or employee's dependent. Such assignment will be on the basis that the Division will negotiate, in its sole discretion, such amount by way of legal fees and costs in connection with collecting monies paid to the employee under the articles as it deems acceptable.
3. The Division will pay into the appropriate insurance plan where applicable or credit the employee's sick leave entitlement where applicable any monies received as a result of exercising the aforesaid subrogation rights less legal fees and costs incurred and the member status and/or entitlement will be restored to the extent of such monies applied.

JOB ACTION

In the event of any job action at the ECSD, OOS employees will be expected to continue to report for duty unless advised to the contrary by the Assistant Superintendent of Human Resource Services. In addition to regular duties, OOS employees may be required to assume other responsibilities, possibly outside the scope of their current position, for the duration of the job action.

RETIREMENT

OOS employees who retire in accordance with the pension plan of the LAPP or the ATRF and with ten (10) years of service with the Division will receive a retirement bonus of:

1. Four thousand dollars (\$4,000.00) for the first ten (10) years plus three hundred and fifty dollars (\$350.00) for each additional year of service with the ECSD.
2. After twenty-six (26) years of service, three hundred dollars (\$300.00) will be added for each additional year of service with the ECSD.
3. Any leaves of absence in excess of three (3) consecutive months will not be considered in calculating service.
4. Only the most recent, uninterrupted service will be considered for this bonus unless a previous uninterrupted employment period ended within two (2) years of the last date of hire before retirement.
5. Employees may request that the retirement bonus be paid as follows:
 - a. Lump sum payment at the time of retirement; and/or
 - b. Payment applied to the employee's registered retirement savings plan, if eligible, at the time of retirement.

ENDING EMPLOYMENT RELATIONSHIP

Period of Notice

1. ASE Employees:
The Division requests a minimum of fourteen (14) calendar days' advance notice of resignation to the employee's immediate supervisor or manager.
2. Management, supervisory, Professional/Technical Employees:
The Division requests a minimum of one (1) month advance notice of resignation to the employee's immediate supervisor or manager.

Provisions of Notice

1. Vacation time will not be used to extend the last date of employment.
2. All keys and other Division property must be returned on the final day of employment.
3. If a position will no longer exist, the Division will provide the employee with appropriate notice of termination of employment.

- a. Excepting in cases of discharge for cause, the Division will give at least fourteen (14) calendar days' notice of termination of employment.
 - b. An employee who is discharged will receive their termination entitlements without delay when they leave the Division as per ECSD AP 445 – Performance Related Termination of Employment.
4. An employee failing to give satisfactory explanation will be considered to be terminated when:
 - a. They are absent from work without good and proper reason for three (3) or more days without notifying the Division; or
 - b. They do not return from a leave of absence or vacation as scheduled without notifying the Division; or
 - c. They have abandoned their position. Position abandonment includes but is not limited to (b) above.
5. Any outstanding vacation entitlement and banked time, accrued with the agreement of the manager, will be paid out upon ending the employment relationship.
6. At any time during a temporary contract or the employee's probationary year, the Division, at its discretion, may terminate the employment of an employee.

OUT OF SCOPE TERMS AND CONDITIONS

Salary Administration and Position Classification Guide

ADDENDUM



Job Sizing / Classification Process

1. Job sizing is a ranking exercise whereby jobs are assigned a numerical value based on predetermined and standardized criteria. The qualifications and performance of the incumbent do not have an impact on the sizing of a job.
2. Out of Scope jobs are classified using a point rating system based on the *HayGroup* Model. This classification system considers the following factors in determining the level of a specific job:
 - 1) Knowledge (What you know)
 - a) Professional or Content
 - b) Managerial
 - c) Human Relations Skills
 - 2) Problem Solving (What you do with what you know)
 - a) Thinking Environment
 - b) Thinking Challenge
 - 3) Accountability (The scope and key end results of your job)
 - a) Freedom to Act
 - b) Magnitude
 - c) Impact
3. Benchmark jobs are also used to gauge a job's value. Benchmarks are reference points against which other jobs are measured to ensure cross-Division equity and consistency. Benchmarks are an integral part of the job sizing process and are considered good, strong and easily understood examples of real work done in an organization. Benchmark job descriptions can be accessed through myECSD.

Job Sizing Process

1. Job descriptions to be reviewed can be submitted to Human Resource Services at any time throughout the year. Updated job descriptions should also be submitted if there are minor changes in responsibilities to ensure job information is accurate and current. Job description templates can be accessed through myECSD.
2. The job description should be developed by both the employee and their immediate supervisor. Once the final job description has been completed, it is signed by both parties and submitted to the Compensation Specialist.
3. Once the job description is received in Human Resource Services the incumbent is advised of the date received and provided with details to prepare for a job audit.

4. A job audit is another information gathering tool used to obtain additional details about the job. Job audits are fashioned around the factors noted above.
5. The specialist reviews the job using various tools and completes a preliminary sizing analysis. This document contains the points allocated to each of the three factors with narratives substantiating each rating score. The form also contains information on comparable jobs in the Division including a summary of the similarities and differences between the job under review and the comparator.
6. Requests for resizing are reviewed by the Out of Scope Management Committee comprised of assistant superintendents and executive managers. The committee is chaired by the Assistant Superintendent, Human Resource Services and meets monthly (or on an as needed basis) between September and June each year.
7. When a job within their department is being reviewed, the respective assistant superintendent will not participate in the decision-making process. The specialist acts as an expert resource to the committee and does not have a say in the final sizing decision.
8. When a job within HRS is submitted for review the assessment will be conducted by a *HayGroup* consultant. The sizing analysis is presented to the committee who has the authority to approve the recommendation or identify an appropriate sizing and pay level.
9. Following a review of the job description, preliminary sizing analysis, supporting information and a presentation by the specialist, the committee renders a decision on the sizing of a job. The committee also has the authority to identify an effective date for a decision and associated pay adjustment.
10. Once a job has been sized, it will be slotted into the corresponding pay range from level one to ten.
11. If there is an incumbent, the employee and their respective supervisor are advised of the sizing decision in writing. The decision notice includes details of the points assigned; pay implications if the job is resized; and comments that support the sizing decision.
12. If the job is vacant, the supervisor will be advised in writing of the sizing decision.

Job Sizing Decision Appeal Process

1. If an employee is not in agreement with the sizing decision, a meeting will be held with the specialist. During the meeting the specialist will explain the rationale and provide additional details regarding a sizing decision.
2. If the employee continues to contest the decision, then an appeal can be made to the respective assistant superintendent. If the assistant superintendent does not support the appeal moving forward, the original decision is final and binding.

3. If the assistant superintendent supports the appeal moving forward, the employee and immediate supervisor must complete the Job Sizing Decision Appeal form, which may be found on myECSD. Once the form has been signed by all parties, it is sent to the specialist.
4. The sizing appeal will be conducted by a *HayGroup* consultant at the expense of the respective department or school.

Salary Administration on Job Resizing

1. A continuous employee whose job is resized to a higher salary level shall be paid at either the minimum step in the new level, or a step on the new range that is two steps higher than the employee's current salary, whichever is greater. The anniversary date for subsequent grid increases changes to the effective date of the resizing decision.
2. A continuous employee whose job is resized to a lower salary level shall be paid at their current salary until such time as it fits within the lower range.
3. If a job is resized and an incumbent is serving either a probationary or trial period, the associated salary adjustment will be granted on successful completion of the respective period.