

**EVERGREEN CATHOLIC SEPARATE
REGIONAL DIVISION NO. 2**

**TERMS & CONDITIONS OF EMPLOYMENT
CUSTODIAL EMPLOYEES**

September 1, 2008 – August 31, 2013

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1. GENERAL

All personnel matters related to an individual employee shall be kept in strictest confidence by any person having access to such information.

Nothing contained in this document shall limit or restrict the rights of the Board or its administration to manage the Board's operations.

2. DEFINITIONS

A "**regular full-time employee**" is a person who is appointed to a regular full-time position established by the Board and who works the normal full-time hours or work established by the Board.

A "**regular part-time employee**" is a person who is appointed to a regular part-time position established by the Board and who works less than the normal full-time hours of work by the Board.

A "**temporary employee**" is a person who is appointed to a temporary position established by the Board. A temporary employee may be assigned either full-time or part-time hours of work by the Board.

A "**probationary employee**" is a regular or temporary employee who is serving the required probationary period established by the Board.

A "**casual employee**" is a person who is employed to work on an "as required basis" and, as such, is not appointed to a regular or temporary position with the Board.

A "**regular position**" is a position established by the Board where the work is expected to be of an ongoing, continuous nature from year to year.

A "**temporary position**" is a position established by the Board where the work is of limited or fixed duration exceeding three consecutive months. The position will normally be used to replace an employee in a "regular position" or to work on a specific project or assignment identified by the Board.

3. APPLICATION

3.1 The provisions of the Terms & Conditions of Employment will be applied to eligible employees on a pro-rata basis based upon the comparison of an employee's hours of work to the normal hours of work for a full-time employee for the term September 1, 2008 – August 31, 2013.

- 3.2 The provisions of the Terms & Conditions of Employment shall not be interpreted or applied in such a manner as to permit the duplication or pyramiding of any benefits or premiums provided under the terms of this personnel document.

4. **HOURS OF WORK**

- 4.1 The normal hours of work for full-time employees shall be as follows;
- a) The normal hours of work for full-time custodians are:

8 hours per day, 40 hours per week, 52 weeks per year.

- 4.2 Nothing in this section shall be construed as a guarantee of hours of work per day, week or year or number of workdays per year.
- 4.3 Employees working less than full-time hours shall be considered to be working part-time hours.

5. **OVERTIME**

- 5.1 In each week, hours worked in excess of 8 hours per day must be totaled and the number of hours worked in excess of 40 hours must be calculated. The greater of the two numbers are the number of hours to be paid at the overtime rate.
- 5.2 Provided written approval from the employee's Director or Supervisor, is received in advance, overtime hours worked shall be paid at one and one half (1 ½) times the employee's applicable hourly rate or taken as time off in lieu of overtime worked (1 ½ times).

Notwithstanding the above, any hours worked on Saturdays, Sundays or General Holidays shall be paid at the applicable rates.

Hours banked as "time off in lieu" shall be capped at the equivalent of 3 working days. Any remaining time off in lieu shall be paid at the applicable rates.

- 5.3 Time off in lieu of overtime worked must be taken as time off by August 31. Any unused portion at the end of August 31 shall be paid out at the overtime rate in effect at the time the overtime was worked.
- 5.4 All emergency calls to return to the school during off hours will be paid at a minimum of three (3) hours at the regular rate.

6. PROBATION PERIOD

- 6.1 All regular employees shall serve a probation period established by the Board. The probation period shall be a minimum of seventy-five (75) working days.
- 6.2 Where the Board determines that a person serving the required probationary period is not likely to successfully complete the probationary period, the Board may choose to extend the probationary period or terminate employment. A person who does not successfully complete any portion of the required probationary period shall be terminated without any appeal process contained herein.
- 6.3 A performance appraisal shall be prepared by the supervisor of the employee prior to completion of the probationary period.

7. GENERAL HOLIDAY ENTITLEMENTS

Custodial Employees

- 7.1 The following general holidays will be recognized by the Board for Custodial Employees:
- | | |
|------------------------|-------------------|
| - New Year's Day | - Family Day |
| - Good Friday | - Easter Monday |
| - Victoria Day | - Canada Day |
| - August Civic Holiday | - Labour Day |
| - Thanksgiving Day | - Remembrance Day |
| - Christmas Eve Day | - Christmas Day |
| - Boxing Day | |
- 7.2 An employee is not entitled to pay for a general holiday if he/she has not worked thirty (30) days in the one year period before the holiday or if he/she is absent from his/her shift on the employee's last regular working day preceding or first regular working day following said holiday. The Board may make an exception to this where the absence is for illness and the employee provides a doctor's certificate acceptable to the Board.
- 7.3 When a general holiday falls on a day that would otherwise be an employee's regular scheduled day off, the employee shall receive an alternate day off.
- 7.4 The employee will not be eligible for a general holiday or pay for a general holiday when a named general holiday falls within a period of paid or non-paid leave of absence, other than vacation. The named

holiday will be considered as part of that leave and shall not be granted again.

- 7.5 When a general holiday occurs during an employee's vacation such vacation shall be extended by an additional day.

8. WAGES AND GRID PLACEMENT

- 8.1 Wages shall be in accordance with the attached agreed upon salary grids in Schedule "A"

- 8.2 (a) Employees shall be paid one-twelfth (1/12th) of their annual rate of salary according to the following schedule:
September – August: approximately one-third (1/3) of their monthly gross salary on or before the fifteenth (15th) of each month and the remainder of the monthly gross salary on or before the twenty-fifth (25th) day of each month; with the exception of Christmas Break where pay day would be the last banking day prior to the commencement of this holiday period.

(b) Casual employees shall be paid by the tenth (10th) calendar day of the month following for wages earned.

- 8.3 The Board shall pay a new employee the minimum rate of pay in the grid step established for such position except that the Board may pay a new employee at a higher rate of pay than the minimum rate of pay in such grade in recognition of previous experience.

- 8.4 Post-secondary qualifications must be proven by official transcripts, issued by the post-secondary institution and sent directly to human resources personnel.

- 8.5 Prior experience must be proven by documentation from the former employer(s). This documentation shall include a job description or a detailed statement of duties and responsibilities prepared and signed by the former employer(s). The Board will determine if it is related experience.

- 8.6 All transcripts and documentation required must be submitted within thirty (30) days of commencement of employment. Pay changes, if any, will be processed effective the first day of employment. Late submissions will only be considered to take effect the first day of the month following submission.

- 8.7 (a) A newly appointed employee shall remain at the rate of pay in the respective grade for a period of seventy-five (75) working days at

which time the employee will be paid at the next higher rate of pay in such grade.

(b) Subsequent incremental increases within a given pay range will be granted every twelve (12) months thereafter, and will be granted each year until the employee reaches the maximum salary of the applicable pay range.

- 8.8 Employees who have been promoted to a higher position in the Division shall be placed at the grid step that is closest to, but not less than, their current salary/wage rate.
- 8.9 A part-time employee shall be paid on a prorata basis as it relates to the full-time equivalent of the employee's annual salary, benefit and leave entitlements.

9. OTHER

- 9.1 An employee shall have the right to review their personnel file upon request. An employee shall be given a copy of any or all the contents of their personnel file upon request.
- 9.2 An employee shall provide the Board with material relevant to their employment or education, which shall be added to their personnel file.
- 9.3 Where the Board requests and the employee agrees to use their personal vehicle on Board business, such use shall be reimbursed at the prevailing Board rate. Travel to and from work shall not be paid.
- 9.4 (a) Notice of vacancy in any existing position or newly created position shall be posted by the Board at all schools in the District for at least five (5) working days before the Board shall hire for such position. Notwithstanding the above, in the event of an emergent need to fill a vacancy, this notice may be waived. Employees who are applying for posted vacancies must submit written notification to the Superintendent by the deadline date noted in the posting. Posting of positions shall include salary range and other information as may be pertinent to the position.
- (b) It shall not be necessary to post as a vacancy those positions requiring the appointment of a 'casual employee' or 'contractual employee'.

10. GROUP INSURANCE AND EMPLOYEE BENEFIT PLANS

- 10.1 When enrolment and other requirements for group participation in various plans have been met, the Board will sponsor such plans to the portion agreed upon, and such sponsorship shall not exceed that which is authorized or accepted by the insurance carrier.
- 10.2 Subject to the provisions of the insurance carrier policies, all employees shall be required to join the Employee Benefit Plan and all employees members presently enrolled in the Plan shall continue to be enrolled in the Plan as a condition of employment with the Board.
- 10.3 Notwithstanding Article 10.2, it is understood that an employee may be exempted from participation in the aforementioned plans where he/she receives coverage elsewhere or has opted out pursuant to the Plan with the exception of group life insurance and extended disability benefits which are mandatory.
- 10.4 The Board shall contribute on behalf of all participating employees in group insurance plans opted by the Board as follows:
 - (a) Alberta Health Care Insurance Plan at the rate of one hundred (100%) percent of the total premium payable.
 - (b) Extended Health Care Plan at the rate of one Hundred (100%) percent of the total premium payable.
 - (c) Group Life Insurance, Accidental Death and Dismemberment Insurance, and Extended Disability Benefits at the rate of one hundred (100%) percent of the total premium payable.
 - (d) Dental Care Plan III at the rate of sixty-five (65%) percent of the total premium payable. Effective January 1, 2009 Dental Care Plan III at the rate of ninety-two point five (92.5%) percent of the total premium payable.
 - (e) Effective January 1, 2009 Vision Care Plan 3 at the rate of one hundred (100%) percent of the total premium payable.
- 10.5 It is understood that an employee who becomes eligible for receipt of disability benefits as provided in the Employee Benefit Plan will not be entitled to receive cumulated sick pay benefits.
- 10.6 Payments towards insurance plans by the Board shall permit it to retain and not pass on to employees members any rebates of premiums otherwise required under the Canada Employment and Immigration Commission regulations.

- 10.7 Board contributions toward group insurance premiums shall be on a pro-rata basis for part-time employees.
- 10.8 The Board shall provide the option for employees to purchase Canada Savings Bonds through a payroll deduction plan.
- 10.9 The Board shall provide the option for employees to purchase a Registered Retirement Savings Plan through a payroll deduction plan.
- 10.10 Every employee who is eligible under the Local Authorities Pension Plan shall join the pension plan. The employer and employee shall make contributions in accordance with the provisions of the plan. See Division Policy #5220.

11. HOLIDAYS AND VACATION ENTITLEMENTS

CUSTODIAL EMPLOYEES

- 11.1 Upon commencement of employment, an employee shall be entitled to earn one and one-quarter (1 1/4) days (annual total – 15 days) vacation with pay for every full month worked.
- 11.2 After seven (7) continuous years of service with the Board an employee shall be entitled to earn one and two-thirds (1 2/3) days (annual total – 20 days) vacation with pay for every full month worked.
- 11.3 After fifteen (15) continuous years of service with the Board an employee shall be entitled to earn two and one-twelfth (2 1/12) days (annual total – 25 days) vacation with pay for every full month worked.
- 11.4 Vacations are encouraged to be taken during school vacation periods. Exceptions shall be subject to the Maintenance Director's approval.
- 11.5 Except on termination, pay in lieu of vacation time will normally not be permitted.
- 11.6 If an employee is absent due to sickness or disability for a period of thirty (30) consecutive calendar days, no further vacation leave shall be earned until such time as the employee returns to work.
- 11.7 Employees shall submit vacation requests by May 15 for that year's summer vacation. If two or more requests are received for the same period of vacation time, seniority will be the deciding factor. After May 15, the Director of Facilities & Technology Services will determine vacation.

12. SICK LEAVE BENEFITS

- 12.1 Sick leave benefits are sponsored by the Board to protect the employee in the event of an unavoidable illness or injury not covered by Workers' Compensation Board.
- 12.2 Annual sick leave, with pay, shall be granted to an employee for the purposes of obtaining necessary, recognized medical, dental or optical treatment because of accident, sickness or disability.
- 12.3 Sick leave credits shall be earned at the rate of two (2) working days per full month worked by all employees. Part-time employees' sick leave credits shall be calculated on a pro-rated basis.
- 12.4 Sick leave credits may be accumulated to a maximum of twenty-four (24) working days per annum. The unused portion of which shall be credited to each employee, effective August 31st at the rate of one hundred (100%) percent per year of service with the Board to a maximum of seventy-five (75) working days.
- 12.5 Payment of sick leave benefits will be made upon the basis of medical evidence satisfactory to the Board if the Board wishes to make such a request. The Board may also request proof of attendance at a medical, dental or optical appointment.
- 12.6 Sick leave benefits or accumulation of the same shall not be affected while an employee is in receipt of Workers' Compensation benefits.
- 12.7 When an employee is injured on the job they shall notify their supervisor immediately. Having done so, during such time as an employee is entitled to Workers' Compensation Benefits, pay will be maintained for a period not to exceed an employee's full sick leave credits, and such pay shall include amounts payable by the Workers' Compensation Act. If an employee is unable to return to work when this period expires, the person shall then be paid according to the rate prescribed by the Workers' Compensation Act. If an employee does not notify their supervisor immediately upon being injured, the person shall be paid according to the rate prescribed by the Workers' Compensation Act.
- 12.8 Medical evidence satisfactory to the Board is required from a qualified medical practitioner for sickness in excess of three (3) working days.
- 12.9 Where an employee becomes ill while on vacation, or suffers an accident requiring medical treatment, sick leave may be substituted for vacation leave. Proof of illness, or accident, which would have

prevented an employee from carrying out the employee's regular duties, must be certified by the attending qualified doctor. Any days substituted under this clause shall only extend the planned vacation period.

12.10 If an employee is absent due to sickness or disability for a period of thirty (30) consecutive calendar days, no further sick leave shall be earned until such time as the employee returns to work.

12.11 In the event that:

(a) an employee has insufficient sick leave credits to provide full salary during the qualifying period of Extended Disability Plan Benefits, and

(b) the employee is accepted by the insurance carrier as an Extended Disability claimant, the Board shall pay the salary of the employee for the period of insufficient sick leave to a maximum of seventy-five (75) working days once the employee is accepted by the insurance carrier as an Extended Disability claimant and he/she receives the first benefit payment.

12.11 All sick leave credits of an employee shall be cancelled upon termination of employment the Board shall have no liability for any sick leave payments of any kind thereafter.

13. LEAVES OF ABSENCE

13.1 All leaves of absence shall be without pay and benefits unless otherwise provided by the Board.

BEREAVEMENT LEAVE

13.2 An employee shall be granted up to five (5) regularly scheduled consecutive working days, if needed, leave without any loss of pay and benefits for the purpose of attending at the funeral and/or making funeral arrangements, for a parent, wife, husband, brother, sister, child, parents-in-law, sister-in-law, brother-in-law, grandparent and grandchild or a relative who permanently resided in the employee's household.

13.3 The Board shall grant no more than one (1) day per year with pay and benefits, in the event of a death of one of the following: aunt, uncle, niece, nephew, cousin or close personal friend.

COMPASSIONATE LEAVE

- 13.4 In the event that a member of an employee's immediate family, meaning husband, wife, son, daughter, father, mother, brother, sister, parents-in-law or relative who permanently resides in the employee's household, is critically ill up to three (3) regularly scheduled consecutive working days, if needed, leave without loss of pay and benefits will be granted to attend to the patient or the patient's family. The Board will permit one occasion of compassionate leave per year per critical illness per relative.
- 13.5 For the purpose of Article 13.4 critical illness shall mean a life threatening illness for which the Board will require medical evidence satisfactory to the Board.

MATERNITY LEAVE

- 13.6 An employee who has been employed by the Board for at least fifty-two (52) consecutive weeks is entitled to maternity leave without pay for a period of up to 15 weeks.
- 13.7 The Board will register and implement a one hundred percent (100%) supplementary unemployment benefits (SUB) plan which each employee shall access for pay during their maternity leave. SUB shall be payable for a maximum of thirteen (13) weeks or for the period covered by accumulated sick leave whichever is less. After ninety (90) consecutive calendar days of maternity leave, the employee shall apply for extended disability benefits and no further pay and benefits or SUB shall be payable.
- 13.8 Each employee shall notify the Board of her requirements at least six (6) weeks in advance. Such notice shall be in writing.
- 13.9 Prior to the leave commencing, each employee shall provide the Board with thirty (30) days notice of the date she plans on returning to work.
- 13.10 An employee may maintain her group insurance benefit coverage during the Non SUB Maternity Leave provided the employee pays one hundred (100%) percent of the cost of the group insurance plan premiums.
- 13.11 An employee may maintain her group insurance benefit coverage during the Non SUB Maternity Leave provided the employee pays one hundred (100%) percent of the cost of the group insurance plan premiums.

- 13.12 An employee who is granted maternity leave shall be entitled to return to a position in the division that is suitable to her qualifications.
- 13.13 Non-SUB Maternity Leave shall not be considered experience for the purposes of granting salary increments.

PARENTAL AND ADOPTION LEAVE

- 13.14 Employees who have been employed by the Board for at least fifty-two (52) consecutive weeks are entitled to parental leave or adoption leave without pay and without Board contributions to benefits for a period not exceeding thirty-seven (37) consecutive weeks.
- 13.15 Each employee shall notify the Board of her/his requirements at least six (6) weeks in advance. Such notice shall be in writing. The Board recognizes that extenuating circumstances may prevent sufficient notice being given.
- 13.16 Prior to the leave commencing, each employee shall provide the Board with thirty (30) days notice of the date she/he plans on returning to work.
- 13.17 An employee may maintain her/his group insurance benefit coverage during the parental or adoption leave provided the employee pays one hundred (100%) percent of the cost of the group insurance plan premiums.
- 13.18 An employee who is granted parental or adoption leave shall be entitled to return to a position in the division that is suitable to her/his qualifications.
- 13.19 Parental or adoption leave shall not be considered experience for the purposes of granting salary increments.

OTHER LEAVES

- 13.20 Personal Leave - the Board shall grant the employee not more than one (1) working day, in any one year, leave of absence for personal reasons with salary and benefits. To qualify for personal leave entitlements, the employee must have worked at least 75 continuous working days with the Board.
- 13.21 Family Medical Leave - the Board shall grant not more than two (2) working days from the employees accumulated sick leave credits, in any one year for an employee to attend to the medical needs of the employee's child, parent, spouse or relative who permanently resides in the employee's household.

13.22 Jury or Witness Duty - he Board shall grant a leave of absence at full salary and benefits for jury duty including any summons thereto or to answer a subpoena to attend as a witness in a court of law in regards to matters arising as a result of his/her employment provided the employee is not charged with any offence. Court fees received as a result of jury duty or when served with a subpoena shall be remitted forthwith to the Treasurer.

13.23 Paternal Leave - The Board shall grant a husband up to two (2) working days leave of absence without loss of regular earnings and benefits during the confinement of his spouse for maternity reasons.

13.24 The above mentioned leave entitlements cannot be accrued.

Additional Leave

13.25 Additional leaves of absence may be granted by the Board with pay and benefits or without pay and benefits at the discretion of the Board. Application for leave of absence shall be made in writing to the Board at least one (1) month prior to the commencement of the proposed leave, excepting situations of an unforeseen or emergent nature, in which case the employee's request shall be made as soon as he/she becomes aware of the situation which prompted the request for leave.

14. ACCIDENT REPORTING

14.1 When an employee does suffer an injury of any kind, he/she shall immediately report it to their Director or Supervisor, who, in turn, will ensure that it is properly recorded.

15. TIME SHEETS

15.1 In order to be paid by the Board, each employee must submit actual hours worked and complete time sheets as directed by the Payroll Department.

15.2 Any adjustment to the salary paid to an employee will be made by the Board either in the following month or upon termination of employment, or, if applicable, at the end of the school year.

16. GRIEVANCE PROCEDURE

16.1 A grievance is defined as any difference arising out of interpretation, application, administration or alleged violation of this Agreement. The time limited specified in the Grievance Procedure shall not include Saturdays, Sundays or public or statutory holidays.

Step 1

The grievor will first seek to settle the dispute with the immediate supervisor on an informal basis within ten (10) working days following the date of occurrence giving rise to the grievance. The supervisor will have (3) working days to respond to the grievance.

Step 2

Failing satisfactory settlement, and within five (5) working days after the response in Step 1 from the supervisor, the grievance may be submitted to the Superintendent or his/her delegate.

The grievance shall be in writing and must include a statement of the following:

- (a) The name(s) of the aggrieved,
- (b) The nature of the grievance and the circumstances, out of which it arose,
- (c) The remedy or correction the Board is requested to make,
- (d) The section(s) where the Agreement is claimed to be violated.

A meeting between the parties shall take place with the decision of the Superintendent being rendered in writing within four (4) working days from the receipt of the submission at this step.

Step 3

Failing settlement at Step 2 and within five (5) working days after receipt of the written response from the Superintendent in Step 2, the grievance may be submitted to the Board in writing as aforementioned.

A meeting between the parties shall take place with the decision of the Board being rendered in writing within ten (10) working days following receipt of the submission at this step.

- 16.2 In the event that a grievance is not initiated or advanced to the next step in the procedure within the time limited specified in the article the grievance shall be deemed to be concluded or resolved unless the parties have mutually agreed in writing to extend the time limits.

17. LAY OFF

- 17.1 Lay off is not a normal occurrence, but may be necessary in certain circumstances.
- 17.2 The Board will notify employees who are to be laid off, ten (10) working days prior to the lay off period.
- 17.3 In the event of a layoff, employees shall be laid off in the reverse order of seniority by classification and provided the remaining employees have the qualifications and ability to perform the work available and in consideration of the goals and objectives of the system.
- 17.4 Employees shall be recalled, when work becomes available in order of seniority by classification, provided they have the qualifications and ability to do the work available.
- 17.5 An employee shall be deemed to have terminated his/her employment where the employee has not been recalled for a period of one (1) year from the date of lay off.

18. TERMINATION OF EMPLOYMENT

- 18.1 In the event that a position will no longer exist, the Board shall provide to the employee appropriate notice of termination of employment.
- 18.2 Excepting in cases of discharge for cause, the Board shall give the employee written notice of termination of employment as per Sec. 56 of the current Employment Standards Code.
- 18.3 The Employee retains the right to terminate their contract of employment by written notice no less than fourteen (14) days prior to termination.
- 18.4 An employee who is discharged shall receive their termination entitlements forthwith when they leave the Division. An employee who voluntarily leaves the employ of the Board shall receive their wages and vacation pay to which they are entitled at the next regular pay day following the day on which they terminate their employment.
- 18.5 An employee failing to give satisfactory explanation shall be considered to be terminated when:
 - 18.5.1 they are absent from work without good and proper reason and without notifying the Board; or

18.5.2 they do not return from leave of absence or vacation as scheduled;
Or

18.5.3 they do not return from lay off as required; or

18.5.4 they have abandoned their position.

18.6 An employee's employment shall be terminated when layoff has exceeded a continuous period of twelve (12) months.

18.7 At any time during the probationary period, the Board, at its discretion may terminate the employment of such employees.

**SCHEDULE "A"
SALARY SCHEDULE**

EFFECTIVE: September 1, 2009 – August 31, 2010
(+4.53% + 2.00% on P rates and increment adjustment to reflect +3% at each step beyond Step "P")

CATEGORY		STEP							
	CUSTODIAN	P	1	2	3	4	5	6	7
E		17.34	17.86	18.40	18.95	19.52	20.10	20.71	21.33

Casual Employee

Positions within Category "E" - \$14.67 per hour plus 4% vacation pay for up to seventy-five (75) working days. If in the same position for more than seventy-five (75) consecutive working days, would move to the "P" probationary level effective the seventy-sixth (76) working day.

For the years 2009/2010 to 2012/2013, salary grid adjustments will be as follows:

The Alberta Average Weekly Earnings* index (AAWE) percentage increase for September 1, 2009 will be calculated by comparing the average of earnings for Alberta for January 1, 2008 to December 31, 2008 to the average of earnings for Alberta for January 1, 2007 to December 31, 2007, and then applied to the salary grid in effect on **September 1, 2009.**

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

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

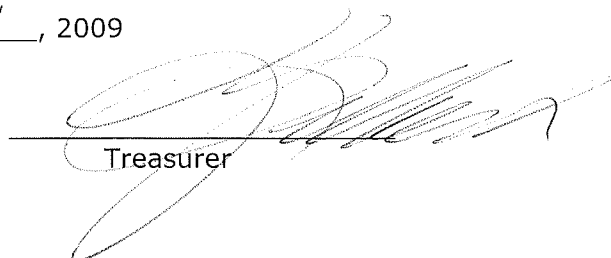
The Alberta Average Weekly Earnings* index (AAWE) percentage increase for September 1, 2012 will be calculated by comparing the average of earnings for Alberta for January 1, 2011 to December 31, 2011 to the average of earnings for Alberta for January 1, 2010 to December 31, 2010, and then applied to the salary grid in effect on **September 1, 2012.**

Note: If the AAWE calculations result in a negative number, the current salary grid in effect at the time shall continue in effect for the subsequent year.

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

I, Jacqueline Gilbert, Treasurer of the Evergreen Catholic Separate Regional Division No. 2 do certify that the foregoing Terms and Conditions of Employment was ratified and adopted by Resolution of the Board at a duly constituted meeting hereof, held on the 12th day of January, 2009 and that the Chairman then authorized to execute it on behalf of the Board under its seal.

Dated this 12th day of January, 2009


Treasurer