


COLLECTIVE AGREEMENT BETWEEN

THE CALGARY ROMAN CATHOLIC SEPARATE SCHOOL DISTRICT NO. 1

AND

UNIFOR, LOCAL UNION NO. 1990

Expiry: August 31, 2018


Initials

CALGARY ROMAN CATHOLIC SEPARATE SCHOOL DISTRICT NO. 1

COLLECTIVE AGREEMENT

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CALGARY ROMAN CATHOLIC SEPARATE SCHOOL DISTRICT NO. 1
COLLECTIVE AGREEMENT

BETWEEN:

THE BOARD OF TRUSTEES OF THE CALGARY ROMAN CATHOLIC SEPARATE SCHOOL DISTRICT NO. 1 OF THE PROVINCE OF ALBERTA, (hereinafter referred to as "the District"),

OF THE FIRST PART

- and -

UNIFOR, LOCAL UNION NO. 1990, (hereinafter called "the Union").

OF THE SECOND PART

ARTICLE 1 - MANAGEMENT RIGHTS

1.1 The District retains the exclusive authority for management of all operations of the School District.

It is the desire of both parties to this Agreement to maintain a spirit of cooperation and understanding between the District and its employees.

ARTICLE 2 - APPLICATION

2.1 This Agreement stipulates rates of pay and specific working conditions of those employees whose bargaining rights are held by the Union as provided within the scope of the Certification No. 114-2014.

All terms and conditions of employment shall be those negotiated by the Union. The District will not enter into any other agreement, written or verbal, with any employee covered by this Agreement unless agreed to by the Union.

ARTICLE 3 - DURATION AND TERMINATION OF AGREEMENT

3.1 Unless otherwise specifically provided for in this Agreement, this Agreement shall be binding and remain in effect from the first of the month following the date of ratification by both parties to **August 31, 2018**.

3.2 This Agreement shall continue to be in effect from year to year unless either party provides notice in writing of its intention to amend or terminate this Agreement. Such notice may be provided within the period not more than one hundred and fifty (150) and


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not less than sixty (60) days prior to the expiry date of this Agreement, or earlier by mutual consent. If such notice is given, this Agreement shall remain in effect until terminated in accordance with the Labour Relations Code.

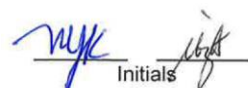
ARTICLE 4 - DEFINITIONS

- 4.1 A "permanent position" is a position established by the District, the existence of which has been or is intended to be ongoing from school year to school year.
- 4.2 A "temporary position" is a position established by the District, where the work is for a special assignment for a specified period of time which shall not exceed twelve (12) consecutive months.
- 4.3 A "regular employee" is a person who is employed by the District in a permanent position following successful completion of the probationary period. A regular employee is one who is employed on a ten (10) or a twelve (12) month basis.
- 4.4 A "probationary employee" is a person who is employed by the District in a permanent position and is serving a probationary period for the purpose of meeting the requirements of the position, as specified in clause 6.1.
- 4.5 A "temporary employee" is a person who is employed for the purpose of filling a permanent position which has temporarily become vacant or a temporary position as per clause 4.2, which shall not exceed twelve (12) consecutive months except as per clause 17.10. A temporary employee may be terminated at any time during the temporary assignment.
- 4.6 "Hours" are to be the total amount of time worked in any position and/or combination of positions, unless otherwise provided in this Agreement.
- 4.7 When the terms "qualifications", "ability", and "seniority" appear together in this Agreement, they are to be considered in order of priority specified in the Article or clause. Where these factors are judged to be relatively equal, seniority shall be the determining factor.
- 4.8 The District may employ casual employees in order to fill short-term vacancies on a day-to-day basis.

Casual employees shall be paid the Step 1 rate of pay in the Category of the vacant position to which they have been assigned, unless the District authorizes a higher rate of pay.

A regular employee, who works on a casual basis in the same Category as their permanent position, shall be paid at the Step in the Category of their permanent position.

A Retired District employee, who returns as a casual employee, shall be paid at a Step in the Category of the vacant position to which they have been assigned, based on their Step rate of pay for the Category from which they retired.


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The number of hours worked per day, the number of days worked per week, and the assigned number of schools may vary significantly.

The District reviews the status of all casual employees to determine their reappointment on the casual employee roster for the start of the next school year, based on qualifications, ability and availability. In June of each year this review will be completed and subsequently, Human Resources will notify reappointed casual employees.

Casual employees will not be entitled to any other provisions of this Collective Agreement.

Casual employees may apply for positions posted within the District.

- 4.9 The singular shall mean the plural and vice versa as applicable.
- 4.10 A comparable position(s) of record is the position(s) the employee held immediately prior to accepting a temporary assignment or position.

ARTICLE 5 - DISCRIMINATION

5.1 No Discrimination:

Subject to those exceptions contained in the Alberta Human Rights Act, as amended from time to time, the District shall not discriminate against any employee because of membership or activity in the Union, or for exercising the rights under this Agreement, and neither the District nor the Union shall discriminate against any employee within the scope of this Agreement because of race, religious beliefs, colour, gender, **gender identity**, **gender expression**, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status and sexual orientation.


ARTICLE 6 - PROBATIONARY PERIOD

6.1 Probationary Period:

- (a) The probationary period is the initial period of employment in a permanent position, which shall be used to determine suitability, and compatibility for continued employment. The probationary period shall be six (6) months worked. Where the employee has been absent for a period of five or more consecutive work days, during this period, the probationary period shall be extended by the same amount of time. During the probationary period, employees may be discharged at the District's discretion upon the District concluding that such employee is unsuitable and/or not compatible.

For Business Managers, the probationary period shall continue through July and August, however, this time shall not be counted as part of the six (6) months worked probationary period.

Employees who transfer to a new position prior to the end of their probationary period shall have the time already served in their probationary period extended


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by three (3) months worked. **Under no circumstances will this result in an employee serving a probationary period of less than six (6) months worked.**

- (b) Notwithstanding clause 6.1(a) a temporary employee whose temporary position becomes permanent shall have their time worked in the position considered as part of the required probationary period provided, they are selected for the permanent position.
- (c) Employees while serving an initial probationary period of six (6) months worked in a permanent position, who accept another permanent position(s) will be required to serve a probationary period of six (6) months worked in each permanent position(s).

Employees who have served an initial probationary period and accept another position(s) shall follow the provisions of clause 8.3 for these other position(s).

ARTICLE 7 - SENIORITY



- 7.1 For the purpose of this Agreement employees shall accumulate seniority on the basis of paid hours.
- 7.2 **A probationary employee shall begin to accumulate seniority as of the date the employee commenced employment. However, their seniority will not be recognized until they have successfully completed their first probationary period of employment as per clause 6.1 and shall cease upon termination of employment.**
- 7.3 In the first week of May and October of each year, the District shall provide to the Union:
 - (a) a seniority list containing the name and the accumulated seniority hours of each employee in alphabetical order, and
 - (b) a seniority list based on total seniority hours in descending order.

These lists will be sent electronically to the Union.

An employee may question or grieve any inaccuracy within three (3) months of receiving the list. Thereafter, the hours shall be considered as being established except for those names, which shall be deemed to have been deleted by application of Article 9, or transfer to an excluded position.

ARTICLE 8 - JOB POSTINGS, PROMOTIONS AND TRIAL PERIOD

- 8.1 (a) When the District allocates additional hours of more than fifteen (15) in any position or when a vacancy of more than fifteen (15) hours occurs in any position, **Human Resources** shall review the recall list and assign regular employees to these additional hours or vacant position on the basis of the best qualifications, ability as determined by the District and total seniority with the District.

 
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When the District is unable to assign these additional hours or fill the vacancy with a regular employee from the recall list, the District will post the vacancy in a designated area at Central Office and at work sites for five (5) working days.

- (b) When the District allocates additional hours of fifteen (15) or less to a school, in any position, **Human Resources will contact the School Principal to determine if there are regular employees on recall, working at the school, who can be assigned to work the additional hours, up to a total accumulated hours of work of thirty-five (35) per week, on the basis of the best qualifications, ability as determined by the District and total seniority with the District.**

If the District is unable to allocate these additional hours of fifteen (15) or less to regular employees on recall, working at the school, the District will allocate these hours to employees currently in the same classification, who may be able to work the additional hours, up to a total accumulated hours of work of thirty-five (35) per week. Qualifications, ability, and seniority must be considered when giving an employee the additional hours.

If the District is unable to allocate these additional hours of fifteen (15) or less to employees currently in the same classification, the District will allocate these hours to other employees in the school who may be able to work the additional hours, up to a total accumulated hours of work of thirty-five (35) per week. Qualifications, ability, and seniority must be considered when giving an employee the additional hours.


If the District is unable to allocate these additional hours of fifteen (15) or less to any employees currently employed at the school, the District will post the vacancy in a designated area at Central Office and at work sites for five (5) working days.

- (c) Notwithstanding clause 8.1(a), when the District allocates additional hours to the Office Assistant position in any school, Human Resources shall contact the School Principal and the additional hours will be offered to the incumbent Office Assistant. Should the incumbent Office Assistant decline the additional hours, the incumbent Office Assistant shall be placed on layoff pending recall.

Human Resources shall then review the recall list and assign a regular employee to the Office Assistant position on the basis of the best qualifications, ability as determined by the District and total seniority.

When the District is unable to assign the Office Assistant position to a regular employee from the recall list, the District will post the vacancy in a designated area at Central Office and at work sites for five (5) working days.

- 8.2 Posted vacancies shall be filled from the employees within the bargaining unit. First consideration shall be given to regular employees who have the qualifications, ability, and seniority. **If no regular employee is deemed to be successful, then second consideration shall be given to casual, probationary and temporary employees who have the qualifications and ability. If no casual, probationary or temporary**


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employee is deemed to be successful, then external applicants may be considered.



- 8.3 A regular employee who transfers to or accepts, via competition or recall, another position with the District shall have a trial period of three (3) months worked. This trial period may be extended for up to three (3) months worked, following mutual agreement with the Union. If the employee proves unsatisfactory during the trial period, the employee shall return to their former position or its equivalent in pay, as soon as possible. If such is not possible, the employee shall be laid off and recalled pursuant to Article 9.
- 8.4 A regular employee who fills a permanent position which has temporarily become vacant or a temporary position as per clause 4.2, which shall not exceed twelve (12) consecutive months except as per clause 17.10, shall upon the completion of the temporary assignment be placed in a comparable position to their position of record prior to taking the temporary assignment or shall be laid-off subject to recall, if no comparable position to their position of record exists. The regular employee will continue to accrue seniority during the term of the temporary position.
- 8.5 Where the District deems feasible, and where there is a vacancy or newly created position providing services to students with severe exceptional needs, the District will post the position or vacancy, and the position shall not be subject to clause 8.2.
- 8.6 Employees may be permitted to hold more than one position up to a total accumulated hours of work of thirty-five (35) hours per week, provided that the employee has the qualifications, ability, and seniority. The provisions of clause 29.1 will not apply.
- 8.7 The District shall electronically provide the Union with a competition report every ten (10) working days.
- 8.8 Reversion

When a regular employee is transferred or promoted to a position within the District not represented by Local Union No. 1990, they shall be permitted to retain their seniority in Local Union No. 1990 for a period not to exceed twelve (12) consecutive months from the date of transfer or promotion. During this period of time, the regular employee shall be permitted to or may be required to revert to a comparable position to their position of record prior to the transfer or promotion for which they have the qualifications and ability or shall be laid-off subject to recall, if no comparable position to their position of record prior to the transfer or promotion exists.

ARTICLE 9 - LAYOFF, AUTOMATION, ELECTRONIC STAFFING ROUNDS, RECALL AND DISPLACEMENT

9.1 Layoff Procedure:

- (a) When positions become redundant, or when staff reduction is necessary or when the hours of work for any position are reduced, regular employees will be

 
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retained in the job classification on the basis of the best qualifications, ability as determined by the District and total seniority with the District.

- (b) The District shall provide fourteen (14) calendar days of written notice or two (2) weeks pay in lieu of notice, to regular employees being laid-off pending recall. The regular employee who is laid-off shall submit their current address and telephone number to Human Resources.

In the event of strike or lockout of another bargaining unit of the District, the District will not provide fourteen (14) calendar days of written notice or two (2) weeks pay in lieu of notice to regular employees being laid-off pending recall, if the Provincial funding is withdrawn.


9.2 Automation:

The District shall give the Union notice of any proposed technological change, which will cause the layoff and/or reduced hours of work for regular employees in the bargaining unit.

9.3 Electronic Staffing Rounds:

The District shall utilize an “Electronic Staffing Rounds” to recall regular employees to Category 2 and 3 positions prior to the application of clauses 8.1 (a) and 9.4. The Electronic Staffing Rounds will consist of the following:

- (i) Electronic Staffing Rounds will be held approximately on a weekly basis, commencing one week prior to the first day of classes and concluding by mid-October.
- (ii) In May of each year, the District will determine the number of, frequency of and dates of Electronic Staffing Rounds and will consult with the Union. Further, should changes be required the District will notify the Union prior to communicating with affected regular employees.
- (iii) A memorandum outlining the Electronic Staffing Rounds will be sent to affected regular employees prior to the end of June of the school year.
- (iv) All Electronic Staffing Rounds will open on Tuesdays at 1:00 p.m. and close on Thursdays at 1:00 p.m.
- (v) Recall employee participation is recommended but not required in Electronic Staffing Round 1. Non-participation will not be considered a “refusal”.
- (vi) Recall employees are required to participate in all subsequent Electronic Staffing Rounds. It will be considered a “refusal” for not participating in the required Electronic Staffing Rounds. Participating involves viewing the list of recall position(s) in **HR Self Service** during the Round and the recall employee providing a written indication of the position(s) they are


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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. Written notification will be provided to Human Resources.

- (vii) Following the posting of vacant positions from the final Electronic Staffing Round, the District will recall regular employees to positions in accordance with clauses 8.1 (a) and 9.4.

9.4 Recall Procedures:

- (a) Regular employees affected by clause 9.1(a) shall retain recall rights to a position with the same number or greater number of hours as the position from which they were affected or laid-off for a period of twelve (12) months from the date of actual layoff.
- (b) Regular employees who are affected by clause 9.1(a) shall be recalled on the basis of job category, the best qualifications, ability as determined by the Superintendent or designate and total seniority with the District.
- (c) Except where outlined in clauses 9.4(d) and (e), regular employees being recalled shall be notified by the District by telephone call or by District email.
- (d) Regular employees being recalled shall notify the District of their intent to accept recall within twenty-four (24) hours of the date of the telephone call or District email.

Regular employees who refuse a recall pursuant to clause 9.4(b) shall move to the bottom of the recall list.


Regular employees who refuse a recall within their job category after moving to the bottom of the recall list shall, depending upon how they were affected by clause 9.1(a), either be deemed to have terminated their employment with the District or deemed to have accepted their current assignment.

Regular employees being recalled who fail to notify the District of their intent to accept recall within the specified twenty-four (24) hours shall be, depending upon how they were affected by clause 9.1(a), either deemed to have terminated employment with the District or shall forfeit their recall rights and shall be deemed to have accepted their current assignment.

- 9.5 An employee whose employment is terminated due to staff reduction may access the services provided by the District's Employee and Family Assistance Program.

- 9.6 Notwithstanding clause 9.4, the recall procedure for an Education Assistant, English Language Learning (ELL) will be as follows:

- (a) An Education Assistant, English Language Learning (ELL) who is affected by clause 9.1(a) shall be recalled to an Education Assistant, English Language Learning (ELL) position with the same number or greater number of hours on the


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basis of total seniority with the District prior to Education Assistant, English Language Learning (ELL) positions being offered to other regular employees on recall.

- (b) Should an Education Assistant, English Language Learning (ELL) position not be available, the Education Assistant, English Language Learning (ELL) shall be recalled to any position on the basis of job category, the best qualifications, ability as determined by the District and total seniority with the District.

ARTICLE 10 - DISCIPLINE

- 10.1 No employee shall be disciplined or discharged except with just cause.
- 10.2 When an employee is disciplined and the discipline is to be a matter of record on the employee's file, the employee shall be given written particulars stating the reason for the action and the terms of penalty. Employees shall be advised of their right to Union representation when they are to be disciplined. A copy of all discipline letters shall be forwarded to the Union.
- 10.3 When and if an employee is exonerated, payment for lost time shall be made plus accrued interest at a rate determined by Revenue Canada from month to month.
- 10.4 **After two (2) years from the date of issuance of a disciplinary letter, provided there have been no further disciplinary actions of a similar nature during this period, the disciplinary letter will be removed from the employee's personnel file.**

It shall be a shared responsibility between the District, the Union and the employee to ensure that disciplinary letters are removed from the employee's personnel file, in accordance with the expiry period noted above.

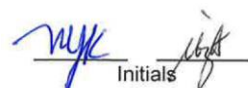
ARTICLE 11 - PERSONNEL RECORDS

- 11.1 An employee shall have the right to have access to, and to review their own personnel record. Upon request, the employee will be provided with a copy of material contained in the personnel record exclusive of that which the District is required to keep confidential. At the time of a disciplinary action against an employee, the employee shall be advised of written records, which support the allegation(s).

ARTICLE 12 - GRIEVANCE AND ARBITRATION PROCEDURE

- 12.1 Differences:

In the event that a dispute occurs between the District and the Union on the one hand and/or the District and one or more members of the Union on the other hand regarding the interpretation, application, operation or alleged violation of this Agreement or as to whether such a dispute can be the subject of arbitration, the following procedure of settlement shall be followed without work stoppage or refusal to perform work:


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(a) By the Employee(s)

Step 1. The employee or employees concerned, with or without Union representatives in attendance, shall first seek to settle the dispute in discussion with the immediate supervisor.

Step 2. If the dispute is not resolved satisfactorily in Step 1, it then becomes a grievance. The grievance shall be reduced to writing and submitted to the District within fifteen (15) working days of the act causing the grievance. Each written grievance shall include:

- i) The name(s) of the aggrieved unless the Union is the party advancing the grievance;
- ii) The nature of the grievance and the circumstances out of which it arose;
- iii) The remedy or correction the District is requested to make, and
- iv) The clause(s) where the Agreement is claimed to be violated.

A meeting between the parties shall take place within fifteen (15) working days of the receipt of the written grievance and the grievor is entitled to attend this meeting. The District will provide a written decision to the party advancing the grievance within fifteen (15) working days following the date of the meeting. The above mentioned times may be extended by the parties if mutually agreed and may be extended in extenuating circumstances.



Step 3. Failing settlement in Step 2, the Union may, within fifteen (15) working days of the receipt of the Step 2 decision, refer the grievance to a mutually agreed upon single arbitrator or, if by mutual consent, to a board of arbitration consisting of three (3) arbitrators.

(b) By the Union or District

In the event that either the District or the Union wish to process a grievance, such grievance shall be submitted by the one party to the other, in writing, within fifteen (15) working days of the act causing the grievance. A meeting between the parties shall take place within fifteen (15) working days of the receipt of the written grievance. The party in receipt of the grievance will provide a written decision to the party advancing the grievance within fifteen (15) working days following the date of the meeting. The above-mentioned time may be extended by the parties if mutually agreed and may be extended in extenuating circumstances. Failing settlement, the District or the Union may, within fifteen (15) working days of the receipt of the written decision, refer the grievance to a mutually agreed upon single arbitrator or, if by mutual consent, to a board of arbitration consisting of three (3) arbitrators.

12.2 Grievance Mediation:

Prior to proceeding to arbitration, the parties may voluntarily agree to use the services of an independent mediator, to attempt resolution of a grievance prior to arbitration. The mediator will be mutually agreed upon and any recommendations made by the mediator

 
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shall not be binding on either party. The costs of the mediator will be equally shared between the parties.

12.3 Failure to Process:

The purpose of the grievance provisions is to insure that any grievance is processed in an expeditious manner, therefore, compliance of the provisions and time limits is mandatory. If the District fails to comply with the provisions or time limits, the grievance may be processed to the next step. If the party advancing the grievance fails to comply with the provisions or time limits, the grievance shall be considered abandoned.

12.4 Representative of Unifor, Local Union No. 1990:

The Union or any member thereof shall have the right to have the assistance of representatives of the Union when dealing with or negotiating with the District. The Union shall not conduct any grievance handling or other Union activity on the District's property so as to interfere with an employee's performance of work during working hours, without the consent of the District.

12.5 The Union President or designate and one (1) Union representative shall meet with the District in connection with matters of grievance. Attendance at grievance meetings shall be without loss of salary.

ARTICLE 13 - HOURS OF WORK

13.1 Employees shall be scheduled hours of work **by their supervisor** that shall not exceed seven (7) hours per day, thirty-five (35) hours per week, Monday to Friday inclusive, scheduled between **7:00 a.m.** - 4:30 p.m.

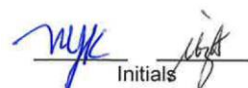
Should the District anticipate changes to scheduled hours of work outside of **7:00 a.m.** to 4:30 p.m., the District shall first discuss anticipated changes with the Union.

The Director, Employee and Labour Relations shall convene a meeting(s) of the parties, to review the anticipated changes, and suggested alternatives brought forward by any party.

The Union shall be fully informed of all particulars, where possible, at least one (1) month in advance, prior to any meeting(s).

13.2 Meal and Rest Periods:

- (a) An employee working a daily shift of between four (4) and five (5) hours inclusive shall have one (1) paid rest period of fifteen (15) minutes duration.
- (b) An employee working a daily shift of more than five (5) hours and up to seven (7) hours, shall have two (2) paid rest periods of fifteen (15) minutes duration with not less than one-half (½) hour for meal period, unpaid.


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- (c) Meal periods shall be scheduled as near mid-shift as possible and will not be used as travel time for those employees who hold two (2) positions in different schools.

ARTICLE 14 - OVERTIME

14.1 **When approved by the supervisor**, additional hours beyond the normal scheduled work day may be worked. Hours worked in excess of seven (7) hours shall be paid at one and one-half (1½) times the employee’s regular hourly rate. Additional time shall be paid to the nearest one quarter (¼) hour.

14.2 **Where a supervisor has a priority requirement that necessitates an employee to work overtime and the employee requests (or agrees to) time off in lieu, the supervisor can approve the overtime. The time in lieu taken will be at the overtime rate, as per clause 14.1.**

A “Time off in Lieu (TOIL) Planner” must be completed and kept on file at the school. In addition, an “Employee Time Report” form must be completed and kept on file at the school.

For 10-month employees, all time off in lieu must be used prior to the end of June in the school year in which it was accumulated.

For 12-month employees, all time off in lieu must be used prior to the end of August in the school year in which it was accumulated.


14.3 The District may provide opportunities for twelve (12) month employees to work extra hours to receive extra days off with pay during Christmas holidays, Easter/Spring Break and Fridays off during July and August.

ARTICLE 15 - GENERAL HOLIDAYS

15.1 Employees shall be entitled to the following general holidays with pay provided that they work the scheduled day before and after each holiday or are absent due to illness or approved leave with pay:

New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, **Alberta Heritage Day**, Labour Day, Thanksgiving **Day**, Remembrance Day (only when it falls during the normal work week, Monday to Friday, inclusive), Christmas Day, Boxing Day, and any other general holidays proclaimed by the City of Calgary, the Government of Alberta or the Government of Canada, and which are observed generally within the applicable government jurisdiction except when replacing any holiday named previously, in which case only the lieu holiday shall be recognized.

Employees will receive payment for general holidays not worked at their regular rate of pay provided that the employees have completed thirty (30) calendar days of employment in the preceding twelve (12) months.


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15.2 If a general holiday occurs during an employee's vacation, such vacation shall be extended by an additional day.

ARTICLE 16 - VACATIONS

16.1 Ten (10) month regular, **probationary** and temporary employees shall be entitled to vacation pay as determined by the employee's anniversary date, calculated as follows:

Less than 8 years	6%
8 years but less than 18 years	8%
18 years but less than 25 years	10%
25 or more years	12%

Vacation pay shall be paid in the pay period following the Christmas break, Easter/Spring Break and the end of May.

16.2 **All twelve (12) month regular full-time and part-time employees shall be entitled to vacation** based upon full years of continuous service as determined by the employee's anniversary date prior to July 1st in each year, on the basis of the following schedule:

	Accumulation	Maximum
Less than one year of service	1.25 days per month of service	
Less than 8 years	1.25 days per month	15 working days
8 years but less than 18 years	1.67 days per month	20 working days
18 years but less than 25 years	2.08 days per month	25 working days
25 or more years	2.50 days per month	30 working days

Vacation with pay for regular part-time employees shall be on a pro-rated basis according to their full -time equivalency (FTE).

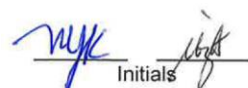
16.3 Twelve (12) month regular full-time and part-time employees may save and carry forward to a future vacation period five (5) working days of annual vacation per annum to a maximum accumulation of twenty (20) working days. Such deferred vacation, when taken, shall be paid at the current salary.

16.4 Payout in lieu of vacation accrual shall occur for employees on Long Term Disability Insurance or Workers' Compensation Board benefits after 12 months.

16.5 Should a conflict occur in scheduling vacations, the following factors shall be taken into account, (1) order of receipt of requests, (2) rotation of popular periods of time, and (3) seniority.

16.6 **Where, in respect of any period of vacation, an employee:**

- a) **is granted Compassionate Leave, as per clause 20.1; or**
- b) **is granted Family Critical Illness and Emergency Leave, as per clause 21.1;**
or
- c) **is granted Sick Leave, as per clause 17.4.**


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The period of the vacation leave so displaced shall either be added to the vacation period, if requested by the employee and approved by the Employer or reinstated for use at a later date.

Employees will have no access to any other leaves while on vacation.

ARTICLE 17 - SICK LEAVE

17.1 Probationary employees shall earn sick leave with pay at the rate of two (2) days per month for each full month worked, which shall be used by employees in accordance with clauses 17.2(b) and 17.4 through 17.9 inclusive of this Article. For the purpose of calculating sick leave, time on holidays and vacation will be counted.

- 17.2 (a) Upon satisfactory completion of the probationary period, employees shall be entitled to ninety (90) working days sick leave.
- (b) An employee who is absent for necessary medical or dental treatment or because of illness or injury for more than **five (5)** consecutive work days shall present a District Medical Form to the District.
- (c) Where there is no reasonable expectation that the employee will return to work prior to the expiry of their sick leave, the District shall provide the forms and the employee will make application to the Long Term Disability Insurance Plan.

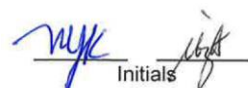
After ninety (90) working days of continuous absence due to illness or injury, no further salary shall be paid.

(d) At the discretion of the District:

- i) **an employee may be required to provide a District Medical Form, signed by a qualified medical practitioner, or**
- ii) **with written notification (outlining the District's reasoning) to an employee and the Union President, an employee may be directed to a medical examination by the District's appointed physician and/or to a Functional Work Assessment.**

In either case, the District shall designate the medical practitioner and/or assessor and pay the cost thereof, except in the case of a District Medical Form required under clause 17.2 (b).


- (e) Should the District anticipate changes to the District Medical Form, the District shall formally discuss anticipated changes with the Union Executive. The Union shall be fully informed of all particulars, where possible, at least one (1) month in advance, prior to any meeting(s).
- 17.3 An employee who has been absent shall, upon return to regular hours of work, have the ninety (90) working days of sick leave entitlement reinstated provided they remain at work for an uninterrupted period of thirty (30) calendar days, exclusive of the Christmas holidays or Easter/Spring Break within the school year. In the event that sick leave is


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required within thirty (30) calendar days after returning to regular hours of work, the employee is only entitled to the unused portion of the original ninety (90) working days of sick leave.

However, should the employee after having returned to work from the Long Term Disability Plan suffer from a recurrence of the same disabling condition within six (6) months, the employee shall apply for Long Term Disability benefits immediately. Once approved the Long Term Disability benefit shall be effective the first day of absence due to the recurrence.

- 17.4 An employee entitled to sick leave who is ill for five (5) days or more during a vacation period that would otherwise have been a scheduled work period for the employee shall, upon presentation of a District Medical Form have vacation time so affected reinstated. All provisions of Article 17 - Sick Leave shall apply.
- 17.5 Employees will, where possible, schedule doctor and dental appointments outside of their scheduled hours of work. If scheduling such appointments is not possible outside of their scheduled hours of work, employees will make every effort to limit their absences for appointments to a maximum of one-half (1/2) day for each such occurrence.
- 17.6 Employees who are quarantined by Public Health Authorities may utilize their sick leave credits with pay during the quarantine period.
- 17.7 When an employee is unable to work due to a Long Term Disability covered by the Long Term Disability plan referred to in clause 30.1 or is unable to work and is covered by Workers' Compensation Board (WCB) benefits, the employee shall have access to the benefits pursuant to clause 33.1.
- 17.8 Transfer, promotion, demotion and/or reclassification shall not affect accrued sick leave entitlements of any employee.
- 17.9 No employee shall have their services terminated by virtue of having exhausted sick leave credits where such sickness has been medically proven.
- 17.10 Employees will have no access to any leave provisions while on sick leave.**
- 17.11 (a) When a regular employee has been absent due to illness or injury in excess of ninety (90) working days ("the absence"), the position they held shall be posted and filled temporarily.
- (b) Regular employees returning from the absence shall provide the District a minimum of two (2) weeks' notice in writing of their intent to return to work. The regular employee shall return to the employee's original position provided they return within two (2) years of the date of the commencement of the absence and the employee's original position continues to exist. If the employee's original position does not exist, the returning regular employee shall be placed in a comparable position to their position of record. If no comparable vacancy exists, the regular employee shall be laid-off subject to recall.


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Upon the return to work of the regular employee from the absence within two (2) years, the regular employee who has filled the position temporarily shall be placed in a comparable position to their position of record for which they have the qualifications and ability or shall be laid-off subject to recall, if no comparable vacancy exists.

Upon the return to work of the regular employee from the absence within two (2) years, the temporary employee who has filled the position shall be terminated from employment with the District.



- (c) A regular employee returning to work after two (2) years of the date of the commencement of the absence, shall be placed in the first available comparable position to their position of record for which they have the qualifications and ability. If no comparable vacancy exists, the regular employee shall be laid-off subject to recall.
- (d) After two (2) years, if the position was filled by a regular employee temporarily, then the regular employee shall be confirmed in the position. If the position was posted and filled by a temporary employee, then the position shall be posted and filled in accordance with clause 8.2.

ARTICLE 18 - GENERAL LEAVE

18.1 Upon approval of the District, a general leave without pay may be granted to employees who request such leave in exceptional circumstances. Leaves approved under this provision will normally not exceed a one (1) year period.

For general leaves without pay, employees may continue to participate in the District Benefit Program at no cost to the District.

Approved leave of absence is without pay, vacation entitlement, sick leave credits and seniority accumulation.


 
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ARTICLE 19 - MATERNITY, ADOPTION, PARENTAL AND PATERNITY LEAVE

19.1 Maternity Leave:

The District shall grant Maternity Leave without pay for a period of fifteen (15) calendar weeks to an employee who has been employed for fifty-two (52) weeks, without loss of seniority or years of service.

- (a) Maternity Leave will consist of:
 - (i) a period not exceeding twelve (12) calendar weeks immediately preceding the estimated date of delivery or such shorter period as the employee may request,
 - (ii) the period, if any, between the estimated date of delivery and the actual date of delivery,
 - (iii) a period not shorter than six (6) calendar weeks following the actual date of delivery, and
 - (iv) where the pregnancy of a permanent employee interferes with the performance of her duties, the District may, by notice to the employee, require the employee to commence leave without pay.
- (b) The employee shall give a minimum of six (6) calendar weeks' notice in writing of the day upon which she intends to commence maternity leave together with a District Medical Form giving the estimated date of delivery.
- (c) Upon written request and with the approval of the District, the employee may return to duties prior to the expiration of the six (6) calendar weeks following the actual date of delivery after providing a District Medical Form indicating that resumption of work would not endanger the health of the employee.
- (d) Upon receipt of four (4) calendar weeks' notification of availability, the District shall place the employee in her former position. If her former position does not exist, the District will place her in a comparable position to their position of record as soon as one becomes available.
- (e) Except for the health-related portion, Maternity Leave shall be without pay, sick leave or vacation entitlement.
- (f) The District shall pay its portion of required group insurance premiums described in Article 33 during the Maternity Leave, inclusive of the health related portion.
- (g) An employee shall give the District four (4) weeks notice in writing of their intention to terminate their employment at the completion of Maternity or Parental Leave.


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19.2 Supplemental Employment Benefits (SEB) Plan:

All employees eligible for Maternity Leave and sick leave benefits will be covered by the Supplemental Employment Benefits Plan hereinafter called "the Plan".

The Plan is to supplement Employment Insurance benefits (E.I. benefits) received by employees for temporary unemployment caused by health-related reasons relating to pregnancy, during Maternity Leave. The Plan shall only be payable for days which the employee would have worked had she not been absent on Maternity Leave.

Employees shall prove that they have applied for and are in receipt of E.I. benefits, and that they are incapable of working because of a condition related to the pregnancy in order to receive payment under the Plan.

The Plan is payable for a period during which an employee is not in receipt of E.I. benefits if the only reason for non-receipt is the claimant is serving a two (2) week E.I. waiting period.

Employees shall submit a District Medical Form recommending absence from work because of a condition relating to her pregnancy.

The benefit level paid under the Plan is set at the equivalent of the employee's regular salary and benefits.

The total amount of Plan benefits and E.I. benefits will not be greater nor less than the equivalent of the employee's regular salary and benefits.

An employee who is not eligible for E.I. benefits shall be entitled to access sick leave for the duration of the health-related portion of Maternity Leave.

The Plan will be paid for the duration of absence from duties for a health reason relating to pregnancy, during maternity leave up to a maximum of 15 weeks. The duration of absence will be determined by a District Medical Form from the employee's physician or a midwife registered with the College of Midwives of Alberta. After ninety (90) consecutive working days of disability, the employee shall apply for Long Term Disability Insurance benefits and the Plan payments shall cease.

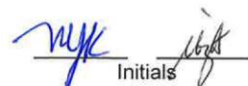
The Plan will be financed by the District's general revenues.

SEB payments will be identified and kept separately from the District's payroll records.

Employees do not have any right to the Plan payments except for supplementation of the E.I. benefits for the unemployment period specified in the Plan.

Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the Plan.

Working days, designated as health-related portion of Maternity Leave, shall be considered for increment purposes.


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19.3 Parental Leave:

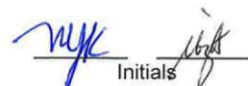
- (a) The District shall grant Parental Leave to an employee who has been employed for fifty-two (52) weeks as follows:
 - (i) to an employee entitled to Maternity Leave as per clause 19.1, a period of not more than thirty-seven (37) consecutive weeks immediately following the last day of Maternity Leave;
 - (ii) to an employee who is the father, a period of not more than thirty-seven (37) consecutive weeks within fifty-two (52) weeks after the child's birth;
 - (iii) to an employee who is the adoptive parent, a period of not more than thirty-seven (37) consecutive weeks within fifty-two (52) weeks after the child is placed with the adoptive parent for purposes of adoption.
- (b) Where both parents are employees, the leave may be taken by either the father or mother or shared between them, with the total leave not to exceed thirty-seven (37) consecutive weeks. The District is not required to grant Parental Leave to more than one (1) employee at a time.
- (c) The employee shall, where possible, give a minimum of six (6) calendar weeks notice in writing of the day upon which the employee intends to commence Parental Leave.
- (d) Upon receipt of four (4) weeks' notification of availability, the District shall place the employee in their former position. If their former position does not exist, the District will place the employee in a comparable position to their position of record as soon as one becomes available.
- (e) Parental Leave shall be without pay, sick leave allowance or vacation entitlement.
- (f) During such leave, continuation of employee benefits shall be conditional upon the employee paying the full cost of such plans.

19.4 A regular employee who has been employed for twenty-six (26) consecutive weeks or more may apply for Maternity Leave and/or Parental Leave and at the sole discretion of the District be granted Maternity Leave and/or Parental Leave as described in clauses 19.1 and 19.3.

19.5 **Upon request**, a father shall be granted two (2) day's leave with pay **at any time within the two (2) week period following the birth of the employee's baby.**

ARTICLE 20 - COMPASSIONATE LEAVE

20.1 An employee attending the funeral of a near relative shall be granted three (3) days leave of absence with pay if the funeral is in the City of Calgary or five (5) days leave of


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absence with pay if outside the City. If the employee does not attend the funeral, reasonable leave with pay may be granted upon request. Additional leave may be granted when, at the discretion of the District, circumstances warrant it.

The term "near relative" shall include spouse or common-law spouse, parents, legal guardians, grandparents, brothers, sisters, children, grandchildren of the employee, and their respective spouses, or other relative who has resided in the home of the employee. The above also applies to the corresponding members of the employee's spouse's family.

ARTICLE 21 - FAMILY CRITICAL ILLNESS AND EMERGENCY LEAVE

21.1 In the event of critical illness of a near relative or other family emergency, an employee may be granted a maximum of five (5) days leave of absence with pay at the discretion of the District.

The term "near relative" shall include spouse or common-law spouse, parents, legal guardians, grandparents, brothers, sisters, children, grandchildren of the employee, and their respective spouses, or other relative who has resided in the home of the employee. The above also applies to the corresponding members of the employee's spouse's family.

ARTICLE 22 - JURY DUTY

22.1 An employee shall be granted by the District such time as is required for jury duty. The employee shall present proof of service and will return to the District such fees (less actual expenses) as are paid to them by the court for jury duty appearances.


ARTICLE 23 - COURT APPEARANCES

23.1 An employee shall be granted by the District such time as is required for appearance as a subpoenaed witness provided that the matter for which the employee is required to testify is not against the District or in an action commenced by the employee for financial gain. The employee shall present proof of service and will return to the District such fees (less actual expenses) as are paid to them by the court for such appearances. The employee must submit a copy of the subpoena to the District prior to the employee proceeding to court.

ARTICLE 24 - LEAVE OF ABSENCE FOR UNION BUSINESS

24.1 The Union President or designate and one (1) Union representative shall meet with the District in connection with matters of grievance. Attendance at grievance meetings shall be without loss of salary.

24.2 In addition to the leave of absence indicated in clause 24.1, the District may grant leave of absence with pay to the Union representatives for the purpose of performing the duties of any office or function of the Union. Written request shall be given by the Union


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to the District five (5) working days in advance, stating the employee's name, nature of the business, and the time involved. The District shall review the request and notify the Union when approval is granted. Subsequently, the Union will be invoiced for the salary allocated to the leave of absence.

24.3 Leave of Absence – Full-Time President:

Upon written request by the Union, the Union President shall be granted a leave of absence up to 35 hours per week to perform Union duties. The Union shall give at least thirty (30) calendar days' notice in advance of such request.

While on leave of absence to attend to Union duties, the President shall be allowed to accumulate seniority and service up to 35 hours per week.

Upon notice of at least thirty (30) calendar days to return to active employment by the Union, the President shall have the right to return to the first available vacant position from which they were granted leave of absence.

If such position is not available, the President shall exercise their total seniority with the District and displace the most junior employee in the position from which they were granted leave of absence. The displaced employee shall be dealt with in accordance with Article 9 - Layoff, Automation, Electronic Staffing Rounds, Recall and Displacement.

The above should not be construed to mean that the President on such leave of absence for Union business is precluded from entering competition for promotions to other positions during their absence. To the contrary, if the President desires to enter such a competition and is successful they will immediately assume the position, thereby, terminating the leave of absence.

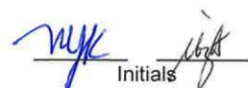
The President while on leave for Union business shall continue to be paid by the District and subsequently, the Union shall reimburse the District.

The President while on leave of absence for Union business will be eligible for all benefits that come under the Benefit Plans and therefore subject to the provisions and/or conditions of the Benefit Plans. During such absence, the District will continue to pay the benefit premiums, and subsequently, the Union shall reimburse the District.

The President while on leave of absence for Union business will be eligible for all pension benefits and therefore subject to the Local Authorities Board Pension Plan. During such absence, the Union shall accept the full responsibility for all pension contributions, both the employee's and the District's share, pertinent to said Pension Plan.

ARTICLE 25 - EDUCATIONAL LEAVE

- 25.1 (a) Employees possessing five (5) years seniority with the District may be granted up to two (2) years leave of absence, at no cost to the District, to pursue further educational studies.


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- (b) Employees returning from education leave shall provide the District with a minimum of one (1) working month's notice in writing of their intention to return to work. The employee shall be entitled to a position with the District provided that recall procedures pertaining to laid-off employees, take precedence.

25.2 Upon approval, employees may be granted up to two (2) days leave of absence with pay to attend professional development conferences or seminars.

ARTICLE 26 - CONSULTATION COMMITTEE

26.1 Consultation Committee:

The parties agree to the formation of a Consultation Committee consisting of up to but not more than five (5) members each from the District and the Union for the purpose of maintaining communication between the parties on matters of mutual interest. Such Committee shall meet every six (6) months, or more frequently if requested by either party. It is understood that this Committee will not hear matters pertaining to grievances and collective bargaining. Attendance at Committee meetings for members of the Union shall be without loss of salary.

ARTICLE 27 - DEDUCTION OF DUES AND UNION BUSINESS

27.1 All employees, as a condition of employment, will be members of the Union, and will be subject to deduction of dues and assessments that are authorized by a regular and proper vote of the membership of the Union. The District agrees to deduct such dues bi-weekly from the salaries of the employees and submit the total dues so collected to the Union by the seventh (7th) banking day following each pay day by cheque (or when available by electronic funds transfer (EFT)). When submitting dues to the Union, the District shall supply the Union with a dues information statement indicating:

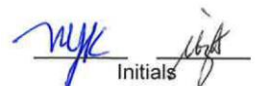
- (a) the full name and work location of each employee;
 (b) the amount collected from each employee;

The full bi-weekly deduction will apply in the bi-weekly period that an employee commences employment or leave of absence and/or terminates employment or leave of absence.

27.2 The parties acknowledge that the deduction of dues constitutes membership in the Union.

27.3 The Union shall have the right to post routine and informational Union communication in a specially designated area in each work location, as determined by central administration. Any inappropriate communications may be removed by the District.

27.4 On a monthly basis, the District shall provide to the Union a membership list containing the name, address, telephone number, employment status, and date of hire of each employee. The list shall be alphabetical and shall also include their work location(s), job code(s) and FTE equivalent for each job code listed.


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27.5 Humanity Fund:

The District will upon the employee's approval deduct twenty dollars (\$20.00) per member per year, except casual employees, on the first pay period in November. These funds will be remitted to the Unifor **Social Justice** Fund. The District will include the number of employees from whom the deduction was made and show it on each employee's T4 slip as a charitable donation.

ARTICLE 28 – POSITION PROFILES

- 28.1 The District agrees to provide position profiles for all positions for which the Union is the bargaining agent.
- 28.2 When a new position is created or established within the bargaining unit, the classification shall be subject to consultation between the District and the Union.
- 28.3 Where a position profile is significantly changed by the District, the District shall consult with the Union. In the event the consultation should result in a higher category placement, the placement shall become retroactive to the date of change in the position profile.
- 28.4 Employees may submit a Position Classification Review request for existing positions at designated times during the year, October and February. The District and the Union will meet to discuss the merits of the classification review. In the event that the review results in the reclassification of the position to a higher category placement, this will be retroactive to the first day of the review period.

ARTICLE 29 - CAR ALLOWANCE


- 29.1 A car allowance at the prevailing rate approved by the District will be paid to each employee who is designated by the District to use the employee's personal vehicle as a means of transportation to work assignments at different locations during working hours. On an annual basis, the District shall, in writing, notify the Union of the prevailing rate.

ARTICLE 30 - PROTECTIVE CLOTHING

- 30.1 The District, when it is considered necessary, will provide protective clothing and equipment, in accordance with the District's Occupational Health and Safety Manual and Safe Work Practices Binder.

ARTICLE 31 - PARKING

- 31.1 Where available, at each work location, parking with heater outlets will be provided at no cost.


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ARTICLE 32 - PENSION AND RETIREMENT

- 32.1 (a) All regular and probationary employees, who work a minimum of thirty (30) hours per week, shall be required to participate in the Local Authorities Pension Plan.
- (b) Participation in the Plan will continue should the number of hours worked decrease below thirty (30) hours per week but not less than fourteen (14) hours per week.
- 32.2 Employees shall receive a pro-rata retirement allowance based upon the attainment of age 55, the employee's anniversary date and the following formula:
- | | |
|----------------------------|-------------------|
| After 10 years' of service | 1 month's salary |
| After 15 years' of service | 2 months' salary |
| After 20 years' of service | 2½ months' salary |
| After 25 years' of service | 3 months' salary |
- 32.3 For ten (10) month employees, ten (10) months of employment at thirty (30) or more hours per week shall be considered a year of pensionable service. Pensionable service shall be pro-rated for ten (10) month employees working less than thirty (30) hours per week.

ARTICLE 33 – BENEFITS

33.1 The District shall effect and maintain group insurance plans and contribute to the monthly premiums in the following manner:

Plan	District Share of Premium	Employee Share of Premium	Optional for Employees 17.5 hrs. /wk. or more
A. Group Life Insurance	100%	-	No
B. Optional/Spousal Life Insurance	-	100%	Yes
C. Accidental Death and Dismemberment	100%	-	No
D. Long Term Disability	-	100%	No
E. Alberta Health Care	85%	15%	No, unless spouse has coverage.
F. Extended Health Care	100%	-	No, unless spouse has coverage.
G. Dental Insurance	100%		No, unless employee was working for District


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before Sept. 1, 1981
or spouse is covered

H. Vision/Hearing Care 100%

No, unless spouse
has coverage.

I. Personal Health Spending Account

The District will contribute an annual amount of three hundred and fifty (\$350) dollars for each eligible regular employee covered under this Agreement who are on the payroll of the District as of the first working day of the calendar year. Eligible regular employees will be actively at work, on paid sick leave, or on approved Long Term Disability (LTD) benefits or Workers' Compensation Board (WCB) benefits.

Contributions to the Personal Health Spending Account for regular employees working less than thirty (30) hours per week will be pro-rated in proportion to the number of hours worked.

The unused balance is carried forward to the next plan year. The carry forward amount must be used by the end of that year, or it will be lost. Regular employees leaving the employ of the District for any reason will automatically forfeit any unused balance.

33.2 (a) Participation in the Benefits Plans described in this Article is compulsory where indicated, for all employees working seventeen and one-half (17½) hours per week or more and is effective after six (6) worked months employment with the District.

(b) Notwithstanding clause 33.2(a), the provisions of this Article 33 shall not apply to employees who work as a casual employee on a day-to-day basis.

33.3 The foregoing coverage may be changed at any time by mutual agreement between the District and the Union.

33.4 If, during and after the term of this Agreement, any of the premium rates for the insurance in this Article changes, the parties will continue to pay the premiums in the proportions that are currently set out in this Article, unless re-negotiated.

33.5 Regular employees affected by clause 9.1(a), shall have their participation in the Benefits Plan continue for three (3) months from their date of layoff. After which their participation in the Benefits Plan ceases, provided they have not been recalled to, or assigned additional hours, or accepted via competition a position(s) of seventeen and one-half (17½) hours per week or more.

Regular employees who are laid off without pay shall have their portion of the premium costs (for the three (3) months) deducted from their final pay before their layoff commences.

33.6 If an employee is prevented from performing regular work with the District on account of an occupational accident that is recognized by the Workers' Compensation Board as

 
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compensable within the meaning of the Workers' Compensation Act, the District will supplement the award made by the Workers' Compensation Board such that the total compensation will equal the employee's regular wage, and the employee's cumulative sick leave shall be reduced in the same proportion that the supplementation bears to the employee's regular wage. Such supplement shall continue until the employee's cumulative sick leave is exhausted. Vacation entitlement and sick leave shall not accrue beyond the last day worked.

ARTICLE 34 - SALARY ADMINISTRATION

34.1 Employees shall be paid in accordance with the applicable schedules in Appendix "A" which shows the applicable range/increments for categories or classifications of employees covered by this Article.

34.2 Overpayment.

If at any time the District pays wages and/or entitlements to an employee in excess of the amount due to the employee at the time of payment, the District may deduct an amount equal to the overpayment from any money owing to the employee by the District.

The District shall provide to the employee written notice of the amount of overpayment, including repayment options and shall discuss the repayment options with the employee. The District and the employee shall arrive at a mutually acceptable schedule for the recovery of the overpayment prior to the District commencing deductions from the employee's pay.

Should a mutually acceptable schedule not be arrived at, the District will provide written notice to the employee that the District will commence deductions from the employee's pay based on the District's schedule of recovery.

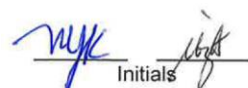
The District and/or the employee may request the assistance of the Union at any point during this process.

34.3 A probationary employee shall receive a salary increment at the successful completion of the probationary period.



A temporary employee shall receive a salary increment upon the completion of six (6) months worked and a satisfactory performance assessment.

34.4 Subsequent increments, within the given pay range, for a regular employee not referred to in clause 34.5, shall be granted on the completion of each six (6) months employment from the date of successful completion of the probationary period. An increase may be withheld for an unsatisfactory performance assessment and the Union shall be so informed.

Subsequent increments, within the given pay range, for a temporary employee shall be granted on the completion of each six (6) months employment from the date of the satisfactory performance assessment.


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- 34.5 A regular employee who is promoted or whose position is reclassified to a higher category shall be paid the greater of the minimum rate of the new Category or a step in the new Category, which provides at least three percent (3%) more than the employee's current rate. The employee shall be entitled to an increment at the end of the first six (6) months of employment in such higher category.
- 34.6 A regular employee, whose position is reclassified to a lower classification or who is transferred to a position of a lower classification, due to organizational changes:
- (a) will retain the classification and rate of pay held prior to the date of reclassification or transfer, until the rate of pay in the classification to which the employee was transferred is equal to or higher than the old rate, at which time the employee will receive all subsequent increases applicable to the new classification; and
 - (b) will be eligible for transfer by the District to positions in the former classification.
- 34.7 An employee who is designated to temporarily relieve in a position of a higher category covered by the terms of this Agreement, shall be paid the greater of the minimum rate of the higher category or a step in the higher category, which provides at least three percent (3%) more than the employee's current rate. This adjustment shall commence after the fifth (5th) working day of designation.
- 34.8 The progression from School Librarian (Category 6) to School Librarian (Category 11) shall occur following:
- (a) the completion of six (6) months of employment at the School Librarian Category 6 maximum rate of pay as per Clauses 34.4 and 34.5 of the Collective agreement, or
 - (b) the successful completion of a two (2) year library technician program from an accredited post-secondary institution, or the successful completion of a related post-secondary degree, as per Clauses 34.4 and 34.5 of the Collective Agreement.
- 34.9 The progression from Instructional Media Facilitator (Category 6) to Instructional Media Facilitator (Category 11) shall occur following:**
- (a) the completion of six (6) months of employment at the Instructional Media Facilitator Category 6 maximum rate of pay as per Clauses 34.4 and 34.5 of the Collective agreement, or**
 - (b) the successful completion of a two (2) year library technician program from an accredited post-secondary institution, or the successful completion of a related post-secondary degree, as per Clauses 34.4 and 34.5 of the Collective Agreement.**
- 34.10 The progression from First Nations, Métis and Inuit Liaison Worker (Category 12) to First Nations, Métis and Inuit Liaison Worker (Category 14) shall occur following:**

 
Initials

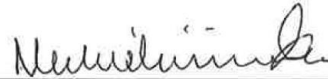
- (a) the completion of six (6) months of employment at the First Nations, Métis and Inuit Liaison Worker (category 12, Step 9) maximum rate of pay as per Clauses 34.4 and 34.5 of the Collective agreement, or
- (b) the successful completion of a Degree in a related field or a Diploma and/or certificates in a related field(s) and related experience, as per Clauses 34.4 and 34.5 of the Collective Agreement.

This Agreement dated the 15th day of February 2019.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their respective officers, duly authorized hereunto, the day and year first above written.

THE BOARD OF TRUSTEES OF
THE CALGARY ROMAN CATHOLIC
SEPARATE SCHOOL DISTRICT NO. 1
of the Province of Alberta

UNIFOR, LOCAL UNION NO.1990



Secretary-Treasurer




President



* Director, Employee & Labour Relations



Unifor National Representative



Initials

APPENDIX "A"
Categories and Classifications

- Category 1: Noon Hour Assistant
- Category 2: Education Assistant
Education Assistant, English Language Learning (ELL)
Education Assistant - PUF
Kindergarten Assistant
School Assistant
School Assistant, Healthy Choices Program
- Category 3: Education Assistant
Education Assistant, English Language Learning (ELL)
Education Assistant - PUF
Kindergarten Assistant
School Assistant
- Category 4: Culinary Arts Assistant
Education Assistant II
Independent Studies Assistant
Student Records Clerk
- Category 5: Document Services Clerk
Education Assistant II
- Category 6: Instructional Media Facilitator
Office Assistant
Learning Commons Librarian
- Category 7: Print Production Artist
Transliterator
- Category 8: Accounts Clerk
Assistive Technology Clerk
Education Assistant, Complex Needs
Education Assistant, Complex Needs (Home Bound Education)
Education Assistant, Severe Behaviour
Program Assistant (Vision)
SIS Data Clerk - High Schools
- Category 9: Accounts Payable Clerk
Billing Clerk
Program Assistant (Fine Arts)
Program Assistant (Fine and Performing Arts)
Supply Management Clerk

APPENDIX "A"
Categories and Classifications

Cont'd

Category 10: Administrative Secretary, Elementary
Career & Technology Studies Technician
Cosmetology Technician
Education Assistant, Braille
Education Assistant, Deaf & Hard of Hearing
Educational Intervenor
Science Laboratory Technician - High Schools

Category 11: Administrative Secretary, Education Centres
Administrative Secretary, Secondary
Administrative Secretary, St. Anne Academic Centre
Facilities Service Assistant
Instructional Media Facilitator
Learning Commons Librarian
Supply Services Assistant


Category 12: Early Learning & Childcare Worker
Early Learning Occupational Therapeutic Assistant
Early Learning Physical Therapeutic Assistant
Early Learning Speech-Language Therapeutic Assistant
First Nations, Métis and Inuit Liaison Worker
Instructional Media Centre Specialist
Lead Administrative Secretary, Instructional Services

Category 13: Career Practitioner
Distribution Services Coordinator
Health Services Coordinator
Senior Accounts Payable Clerk
Supply Services Coordinator

Category 14: Applications Support Analyst
Commercial Baker
Commercial Cook/Food Service Coordinator
Educational Sign Language Interpreter
First Nations, Métis and Inuit Liaison Worker
Senior Accounts Receivable Clerk

Category 15: Braille Specialist
Computer Technician
Graphic Designer
Transportation Coordinator

Category 16:

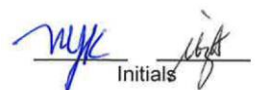

Initials

APPENDIX "A"
Categories and Classifications

Cont'd

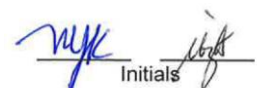
Category 17: Orientation & Mobility Specialist

Category 18: Business Manager
Help Desk Analyst


Initials

APPENDIX "A"
Hourly Increments
Effective as of September 1, 2016

	Step								
Category	1	2	3	4	5	6	7	8	9
1	\$14.97	15.71	-----	-----	-----	-----	-----	-----	-----
2	\$15.75	16.13	16.53	16.95	17.38	17.82	18.26	18.73	19.20
3	\$17.78	18.23	18.66	19.05	19.65	20.13	20.60	21.13	21.62
4	\$18.11	18.59	18.99	19.47	20.15	20.60	21.15	21.69	22.16
5	\$18.65	19.05	19.58	20.02	20.73	21.20	21.73	22.28	22.79
6	\$19.13	19.62	20.13	20.56	21.25	21.79	22.36	22.86	23.39
7	\$21.70	22.22	22.80	23.35	23.94	24.53	25.11	25.78	26.43
8	\$22.16	22.77	23.28	23.84	24.63	25.23	25.88	26.50	27.07
9	\$22.50	23.10	23.65	24.21	25.05	25.65	26.27	26.94	27.55
10	\$23.54	24.01	24.64	25.23	25.88	26.52	27.19	27.86	28.56
11	\$24.01	24.64	25.23	25.85	26.67	27.38	28.05	28.72	29.34
12	\$25.52	26.15	26.80	27.48	28.36	29.13	29.81	30.47	31.20
13	\$28.92	29.63	30.36	31.09	32.14	32.94	33.70	34.54	35.36
14	\$31.53	32.30	33.13	33.93	35.03	35.94	36.80	37.67	38.55
15	\$33.06	33.90	34.70	35.56	36.73	37.65	38.55	39.45	40.39
16	\$34.55	35.39	36.33	37.14	38.41	39.37	40.29	41.28	42.20
17	\$35.33	36.18	37.10	37.96	39.20	40.20	41.23	42.17	43.15
18	\$36.06	36.90	37.90	38.74	40.06	41.07	42.08	43.04	44.06


 Initials

APPENDIX "B"
PROFESSIONAL SUPPORT STAFF

All matters relative to Professional Support Staff and their working conditions will be contained in this Appendix and those Articles of the Agreement so designated hereinafter.

ARTICLE 1 - MANAGEMENT RIGHTS

ARTICLE 2 - APPLICATION

ARTICLE 3 - DURATION AND TERMINATION OF AGREEMENT

The provisions of Article 1, 2 and 3 of this Agreement affect all employees covered by this Appendix.

ARTICLE 4 - DEFINITIONS

Only the provisions of Clauses 4.1, 4.2, 4.3, and 4.7 of this Agreement affect all employees covered by this Appendix.

4.4 A "probationary employee" is a person who is employed by the District in a permanent position and is serving a probationary period for the purpose of meeting the requirements of the position, as specified in clause 6.1.

4.8 "Professional Support Staff" shall mean employees employed in the Categories and Classifications as outlined in Article 36.


ARTICLE 5 - DISCRIMINATION

The provisions of Article 5 of this Agreement affect all employees covered by this Appendix.

ARTICLE 6 - PROBATIONARY PERIOD

6.1 Probationary Period:

- (a) The probationary period is the initial period of employment in a permanent position, which shall be used to determine suitability, and compatibility for continued employment. The probationary period shall be twelve (12) calendar months. Where the employee has been absent for a period of five or more consecutive work days, during this period, the probationary period shall be extended by the same amount of time. During the probationary period, employees may be discharged at the District's discretion upon the District concluding that such employee is unsuitable and/or not compatible.
- (b) Notwithstanding clause 6.1(a), a temporary employee whose temporary position becomes permanent shall have their time worked in the position considered as part of the required probationary period provided, they are selected for the permanent position.


Initials

ARTICLE 7 - SENIORITY

Only the provisions of Clauses 7.2 and 7.3 of this Agreement affect all employees covered by this Appendix.

ARTICLE 8 - JOB POSTINGS, PROMOTIONS AND TRIAL PERIOD

Only the provisions of Clause 8.3 of this Agreement affect all employees covered by this Appendix.

- 8.1 All vacancies that occur or newly created positions will be posted in a designated area in all work locations for five (5) working days. When vacancies occur, they will be posted at Central Office and at work sites that are operating. First consideration shall be given to regular employees. Selections shall be made on the basis of all relevant attributes, including education, experience, skills, training, knowledge and ability. Where these factors are judged to be relatively equal by the District, seniority shall be the determining factor.

ARTICLE 9 - LAYOFF, AUTOMATION, ELECTRONIC STAFFING ROUNDS, RECALL AND DISPLACEMENT

9.1 Layoff Procedure:


- (a) When positions become redundant, or when staff reduction is necessary employees will be retained in the job classification on the basis of the best qualifications, ability as specified in clause 8.1 and as determined by the District and total seniority with the District.
- (b) Except in the event of strike or lockout, the District shall provide twenty-eight (28) calendar days of written notice or four (4) weeks' pay in lieu of notice, to regular employees being laid-off pending recall. The employee who is laid-off shall submit the employee's present address and telephone number to the Human Resources.

9.2 Automation:

The District shall give the Union notice of any proposed technological change which will cause the lay off and/or reduced hours of work for employees in the bargaining unit.

9.3 Recall Procedures:

- (a) Employees laid-off in accordance with clause 9.1(a) shall retain recall rights for a period of twelve (12) months from the date of actual layoff.
- (b) Employees who are laid-off in accordance with clause 9.1(a) shall be recalled on the basis of job classification, the best qualifications, and ability as specified in clause 8.1 and as determined by the District and total seniority with the District.


 Initials

- (c) Employees being recalled shall be notified by the District by telephone call or by District email.
- (d) Recalled employees shall notify the District of their intent within twenty-four (24) hours of the date of the telephone call or District email. Recalled employees who do not notify the District of their intent within the aforementioned time-frame shall be deemed to have terminated employment with the District.
- (e) The District shall, during the months of November and May in each school year, provide to the Union a list of employees awaiting recall.
- (f) Whenever possible, employees laid-off for less than eighty (80) calendar days shall be given a recall date by the District at the time of layoff. The recall of those employees whose work is subject to student enrolment shall be conditional upon school enrolment.

9.4 An employee whose employment is terminated due to staff reduction, may access the services provided by the District's Employee and Family Assistance Program.

ARTICLE 10 - DISCIPLINE

ARTICLE 11 - PERSONNEL RECORDS

The provisions of Article 10 and 11 of this Agreement affect all employees covered by this Appendix.


ARTICLE 12 - GRIEVANCE AND ARBITRATION PROCEDURE

The provisions of Article 12 of this Agreement affect all employees covered by this Appendix.

ARTICLE 13 - HOURS OF WORK

Only the provisions of Clause 13.2 of this Agreement affect all employees covered by this Appendix.

- 13.1 The working hours for twelve (12) month and ten (10) month employees shall normally be thirty-five (35) hours per week, averaged over their annual period of employment.
- 13.3 Ten (10) month employees are expected to maintain their hours of work during their annual period of employment, including those days/periods when the schools are operating at less than normal levels.
- 13.4 Where a situation arises that will result in an employee having an exceptional workload or excessive hours of work, the approval of the Superintendent, Instructional Services or designate is required prior to the employee performing the exceptional workload or excessive hours of work. Where prior approval has been received, employees shall be granted lieu time and such lieu time is to be taken at a time mutually agreed upon by the employee and their immediate supervisor.


Initials

- 13.5 The District may provide opportunities for employees to work extra hours in order to receive extra days off with pay during Christmas holidays, Easter/Spring Break and in addition, for twelve (12) month employees, Fridays off during July and August.
- 13.6 It is understood that employees are expected to participate in activities that are normal extensions of their professional duties and responsibilities. These functions shall include, but are not limited to, consultations with teachers, other District personnel and parents; preparation of written documentation and reports as necessary; attendance at meetings specific to their duties and work units. It is also understood that some parameters are necessary in order to ensure both the quality of program delivery and a viable work load for employees. The appropriate Superintendent or designate shall determine these parameters in consultation with the employee(s).

ARTICLE 15 - GENERAL HOLIDAYS

The provisions of Article 15 of this Agreement affect all employees covered by this Appendix.

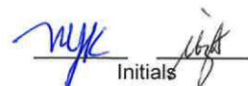
ARTICLE 16 - VACATIONS

The provisions of Article 16 of this Agreement affect all employees covered by this Appendix.

ARTICLE 17 - SICK LEAVE

Only the provisions of Clauses 17.1, 17.3, 17.4, 17.5, 17.6, 17.7, 17.8, 17.9, **17.10 and 17.11** of this Agreement affect all employees covered by this Appendix.

- 17.2 (a) After the completion of six (6) months worked, employees shall be entitled to ninety (90) working days sick leave.
- (b) An employee who is absent for necessary medical or dental treatment or because of illness or injury for more than **five (5)** consecutive work days shall present a District Medical Form to the District.
- (c) Where there is no reasonable expectation that the employee will return to work prior to the expiry of their sick leave, the District shall provide the forms and the employee will make application to the Long Term Disability Insurance Plan.
- After ninety (90) working days of continuous absence due to illness or injury, no further salary shall be paid.
- (d) **At the discretion of the District:**
- i) **an employee may be required to provide a District Medical Form, signed by a qualified medical practitioner, or**
 - ii) **with written notification (outlining the District's reasoning) to an employee and the Union President, an employee may be directed to a medical examination by the District's appointed physician and/or to a Functional Work Assessment.**


Initials

In either case, the District shall designate the medical practitioner and/or assessor and pay the cost thereof, except in the case of a District Medical Form required under clause 17.2 (b).

- (e) Should the District anticipate changes to the District Medical Form, the District shall formally discuss anticipated changes with the Union Executive. The Union shall be fully informed of all particulars, where possible, at least one (1) month in advance, prior to any meeting(s).

ARTICLE 18 - GENERAL LEAVE

ARTICLE 19 - MATERNITY, ADOPTION, PARENTAL AND PATERNITY LEAVE

ARTICLE 20 - COMPASSIONATE LEAVE

ARTICLE 21 - FAMILY CRITICAL ILLNESS AND EMERGENCY LEAVE

ARTICLE 22 - JURY DUTY

ARTICLE 23 - COURT APPEARANCES

The provisions of Article 18, 19, 20, 21, 22, and 23 of this Agreement affect all employees covered by this Appendix.

ARTICLE 25 - EDUCATIONAL LEAVE

ARTICLE 26 - CONSULTATION COMMITTEE

The provisions of Article 25 and 26 of this Agreement affect all employees covered by this Appendix.

ARTICLE 27 - DEDUCTION OF DUES AND UNION BUSINESS

Only the provisions of Clauses 27.1, 27.2, 27.3, and 27.5 of this Agreement affect all employees covered by this Appendix.

- 27.4 On a monthly basis, the District shall provide to the Union a membership list containing the name, address, telephone number, employment status and date of hire of each employee. The list shall be alphabetical and shall also include their work location.


ARTICLE 28 - POSITION PROFILES

ARTICLE 29 - CAR ALLOWANCE

The provisions of Article 28 and 29 of this Agreement affect all employees covered by this Appendix.

ARTICLE 31 - PARKING

The provisions of Article 31 of this Agreement affect all employees covered by this Appendix.


Initials

ARTICLE 32 - PENSION AND RETIREMENT

The provisions of Article 32 of this Agreement affect all employees covered by this Appendix.

ARTICLE 33 - BENEFITS

Only the provisions of Clauses 33.1, 33.3, 33.4, 33.5 and 33.6 of this Agreement affect all employees covered by this Appendix.

- 33.2 Participation in the Benefit Plans described in this Article is compulsory where indicated, for all employees working seventeen and one-half (17½) hours per week or more and is effective after six (6) months' employment with the District.
- 33.7 The District will reimburse Registered Psychologists for the College of Alberta Psychologists (CAP) Fees, once they have satisfactorily completed their probationary period and are a regular employee.


ARTICLE 34 - SALARY ADMINISTRATION

Only the provisions of Clauses 34.2, 34.3, and 34.7 of this Agreement affect all employees covered by this Appendix.

- 34.1 Employees shall be paid in accordance with the schedule in Article 36, which shows the applicable range/increments for categories or classifications of employees covered by this Article.
- 34.4 Subsequent increments, within the given pay range, for a regular employee not referred to in clause 34.5 shall be effective as outlined in Article 36. All increases may be granted on the anniversary date of the employee's employment date from the date of successful completion of the probationary period until the employee reaches the maximum salary of the applicable pay range. An increase may be withheld for an unsatisfactory performance assessment and the Union shall be so informed.
- 34.5 A regular employee who is promoted or whose position is reclassified to a higher category shall be entitled to an increment at the anniversary date of the employee's promotion or reclassification in such higher category. The adjusted salary shall be effective at the start of the pay period following the anniversary date of the employee's promotion or reclassification.
- 34.8 Ten (10) month employees shall receive a salary divided into twenty-two (22) equal pays, the first of which shall occur at the end of the pay period in which the commencement of the school year has taken place.


ARTICLE 35 - TERMINATION

- 35.1 Employees shall give the District at least four (4) weeks notice should they decide to terminate employment.


Initials

ARTICLE 36 - CATEGORIES, CLASSIFICATIONS AND PAY SCHEDULES

<u>Category I:</u>	Family Liaison Support Worker (ELL) Family Support Worker School Support Worker International Student Support Worker
<u>Category IA:</u>	Social Worker
<u>Category IB:</u>	In-Class Support Worker - Complex Autism/Developmental Conditions
<u>Category II:</u>	Family/School Support Worker - Team Lead Social Worker
<u>Category III:</u>	Provisional Psychologist
<u>Category IV:</u>	Occupational Therapist Physical Therapist Registered Psychologist Speech Language Pathologist
<u>Category V:</u>	Senior Graphic Designer
<u>Category VI:</u>	Applications Support Lead Computer Technician Team Lead Help Desk Lead Transportation Analyst


Initials

Professional Support Staff Salary Schedule
Effective as of September 1, 2016

Category I	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	34.77	35.88	36.98	38.09	39.18	40.28	41.38	42.49

Category IA	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	37.77	39.70	41.79	43.75	46.02	47.96		

New - May 30, 2018

Category IB	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	31.53	32.53	33.53	34.53	35.53	36.53	37.53	38.55

Category II	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	46.34	48.26	50.29	52.23	54.58	56.50	58.42	60.89

Category III	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	40.70	42.81	44.91					

Category IV	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	57.91	60.29	62.86	65.28	68.21	70.60	73.03	76.09


Category V	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	36.38	37.69	39.02	40.28	41.59	42.89	44.20	45.49

Category VI	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	41.41	42.81	44.20	45.58	46.97	48.37	49.75	51.17

LETTER OF UNDERSTANDING

EXEMPTIONS OF POSITIONS OR EMPLOYEES

The provisions of this Letter of Understanding affect all employees covered by this Appendix.


 Initials

LETTER OF UNDERSTANDING - EXEMPTIONS OF POSITIONS OR EMPLOYEES


The District agrees that at any time should it wish to exempt any position or employee from the Union's bargaining unit, it shall first discuss the same with the Union. If no agreement is reached between the parties, it shall be submitted to the Labour Relations Board for settlement.

LETTER OF UNDERSTANDING – ME TOO CLAUSE

In April 2017, the Government of Alberta and the Alberta Teachers' Association (ATA) reached and signed a Memorandum of Agreement (MOA). In the MOA, the parties agreed to a Letter of Understanding (LOU) titled "Me Too Clause/Increase Modifier".

For the purposes of this Letter of Understanding, between the District and Unifor, Local Union No. 1990, should the ATA Letter of Understanding result in teachers receiving a general increase in section 2 and/or the lump sum payment in section 3 under the current language of the Letter of Understanding, then it would apply to members of Unifor, Local Union No. 1990.

The total amount of what members of Unifor, Local Union No. 1990 would receive cannot be higher than any of the negotiated increases/lump sum payments that teachers would receive.


Initials