

COLLECTIVE AGREEMENT BETWEEN

THE CALGARY ROMAN CATHOLIC SEPARATE SCHOOL DISTRICT NO. 1

AND

THE COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA,
LOCAL 1990

Expiry: August 31, 2010

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 -

THE COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF
CANADA, LOCAL 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. 104-2001.

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, 2010.

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

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notice may be provided within the period not more than one hundred and fifty (150) and 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 clauses 6.1 and 8.2.
- 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 17.8. 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.
- 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 Superintendent, Human Resource Services or designate, authorizes a higher rate of pay.

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.

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

The Superintendent, Human Resource Services or designate, 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 Resource Services will notify reappointed casual employees.

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

Casual employees may apply for positions posted within the District, as per clause 8.2.

4.9 The singular shall mean the plural and vice versa as applicable.

ARTICLE 5 - DISCRIMINATION

5.1 No Discrimination:

Subject to those exceptions contained in the Human Rights, Citizenship and Multiculturalism Act RSA 1980, c.H.-11.7 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, physical disability, mental disability, marital status, age, ancestry, place of origin, family status or source of income.

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.

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 by three (3) months worked as per clause 8.2.

(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 After successful completion of the first probationary period of employment in a permanent position, an employee's seniority shall be retroactive to the date the employee commenced employment in the applicable position and shall cease upon termination of employment with the District.
- 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, the District 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 Superintendent or designate and total seniority with the District.

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 Resource Services will contact the School Principal to determine if there are employees currently in the same classification and category 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.

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If the District is unable to allocate these additional hours of fifteen (15) or less to employees currently in the same classification and category, 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 Clerk Typist position in any school, Human Resource Services shall contact the School Principal and the additional hours will be offered to the incumbent Clerk Typist. Should the incumbent Clerk Typist decline the additional hours, the incumbent Clerk Typist shall be placed on layoff pending recall.

Human Resource Services shall then review the recall list and assign a regular employee to the Clerk Typist position on the basis of the best qualifications, ability as determined by the Superintendent or designate and total seniority with the District.

When the District is unable to assign the Clerk Typist 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, provided that the applicant has worked for the District for more than three (3) months, and has the qualifications, ability, and seniority. First consideration shall be given to regular employees. 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 by three (3) months worked.

Employees, who have worked for the District for less than three (3) months, will be permitted to apply for a second position in the same school, provided they have the qualifications, ability, and seniority. The provisions of clause 6.1(c) shall apply.

- 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.

With the exception of Special Education Assistants and School Assistants, the above trial period will not apply to a regular employee who transfers to or accepts, via competition or recall, another position in the same Category with the same Classification.

- 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 17.8, shall upon the completion of the temporary assignment be placed in a comparable position for which they have the qualifications and ability or shall be laid-off subject to recall, if no comparable position 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 27.1 will not apply.
- 8.7 The District shall electronically provide the Union with a competition report every ten (10) working days.

ARTICLE 9 - LAYOFF, AUTOMATION, 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 retained in the job classification on the basis of the best qualifications, ability as determined by the Superintendent or designate, and total seniority with the District.
- (b) Prior to laying off any regular employee, because of redundancies, staff reductions, hours of work reductions or displacement, regular employees shall be assigned to any available position which is vacant and for which the regular employee has the qualifications, ability as determined by the Superintendent or designate, and total seniority with the District.
- (c) The District shall provide two (2) weeks' notice in writing 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 Resource Services.

In the event of strike or lockout of another bargaining unit of the District, the District will not provide two (2) weeks' notice in writing 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 or its representative 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 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 9.3(d) and (e), regular employees being recalled shall be notified by the District by telephone call or by Priority Post to the regular employee's last known address on file.
- (d) Regular employees being recalled shall notify the District of their intent to accept recall within forty-eight (48) hours of the date of the telephone call or Priority Post notice.

Regular employees who refuse a recall pursuant to clause 9.3(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 forty-eight (48) 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.

- (e) Whenever possible, regular 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 regular employees whose work is subject to student enrolment shall be conditional upon school enrolment.
- (f) The District shall, during the months of November and May in each school year, provide to the Union a list of regular employees awaiting recall.
- (g) Regular employees awaiting recall may, at any time, waive their right to recall by providing notice in writing to Human Resource Services and the regular employee's name shall be removed from the recall list.

- 9.4 Regular employees possessing five (5) years of service with the District, based on their anniversary date, whose employment is terminated due to staff reduction may access the outplacement services provided by the District's Employee and Family Assistance Program.

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.

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:

(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 Director, Labour Relations or designate within fifteen (15) working days of the act causing the grievance. Each written grievance shall include:

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- 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 Director, Labour Relations or designate 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 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 Communications, Energy and Paperworkers Union of Canada, Local 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.

ARTICLE 13 - HOURS OF WORK

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

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

The Director, 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, but less than seven (7) hours, shall have two (2) paid rest periods of fifteen (15) minutes duration with not less than one-half ($\frac{1}{2}$) hour for meal period, unpaid.
- (c) An employee working a daily shift of no less than seven (7) hours shall be scheduled for two (2) paid rest periods of fifteen (15) minutes duration with one (1) meal period of not less than one-half ($\frac{1}{2}$) hour, unpaid.
- (d) 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 Additional hours beyond the normal scheduled work day may be worked when approved by the Superintendent or designate. Times worked in excess of seven (7) hours shall be paid at one and one-half ($1\frac{1}{2}$) times normal rate. Additional time shall be paid to the nearest one quarter ($\frac{1}{4}$) hour.

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- 14.2 The District may provide opportunities for twelve (12) month employees to work extra hours in order to receive extra days off with pay during Christmas holidays and Fridays off during July and August.
- 14.3 With supervisors approval, instead of cash payment for overtime, an employee may choose to receive time off in lieu of overtime worked on an hour for hour basis.

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, Civic Holiday (August), Labour Day, Thanksgiving, Remembrance Day, 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.

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 During the first year of service, twelve (12) month regular full-time and part-time employees shall be granted one and one-quarter (1¼) days' vacation with pay for every full month worked prior to July 1st, to a maximum of fifteen (15) working days. Vacation pay for regular part-time employees shall be pro-rated in proportion to the number of hours worked based on eighteen hundred (1800) hours per year.

16.2 Subsequent vacations with pay for twelve (12) month regular full-time and part-time employees shall be 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:

1 year but less than 8 years of service	15 working days
After 8 years but less than 18 years of service	20 working days
After 18 years but less than 25 years of service	25 working days
After 25 years of service	30 working days

Vacation pay for regular part-time employees shall be pro-rated in proportion to the number of hours worked based on eighteen hundred (1800) hours per year.

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

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1 year but less than 8 years of service	6%
After 8 years but less than 18 years of service	8%
After 18 years but less than 25 years of service	10%
After 25 years of service	12%

Vacation pay shall be paid at Christmas break, Easter break and the end of June.

- 16.4 An employee who transfers from a temporary position to a permanent full-time position may, upon request, opt for the provisions of clause 16.1 if payment has not been made under the provisions of clause 16.3.
- 16.5 Twelve (12) month regular full-time and part-time employees, upon being entitled to fifteen (15) working days or more vacation, may be entitled to 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, if the appropriate Superintendent approves the request. Such deferred vacation, when taken, shall be paid at the current salary.
- 16.6 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.

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 17.3 through 17.7 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) Notwithstanding clause 17.2(a), employees returning to work from sick leave shall be entitled to ninety (90) working days of sick leave provided they remain at work for an uninterrupted period of thirty (30) working days. In the event that sick leave is required within thirty (30) working days after returning to work, the employee is only entitled to the unused portion of the original ninety (90) working days of sick leave.
- 17.3 (a) An employee who is absent for necessary medical or dental treatment or because of accident, sickness or disability for more than three (3) consecutive work days shall present a medical certificate to the District. An employee who is absent for the aforementioned reasons for three (3) consecutive work days or less may be required to present a medical certificate to the District provided that the employee is informed of such requirement on the day of absence or as soon thereafter as the employee can be contacted by the District.
- (b) 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

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employee shall, upon presentation of a medical certificate have vacation time so affected reinstated. All provisions of Article 17 - Sick Leave shall apply.

- (c) 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.
- 17.4 Employees who are quarantined by Public Health Authorities may utilize their sick leave credits with pay during the quarantine period.
- 17.5 When an employee is unable to work due to a long term disability covered by the Long Term Disability plan referred to in clause 31.1 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 31.1.
- 17.6 Transfer, promotion, demotion and/or reclassification shall not affect accrued sick leave entitlements of any employee.
- 17.7 No employee shall have their services terminated by virtue of having exhausted sick leave credits where such sickness has been medically proven.
- 17.8 (a) When a regular employee has been approved for Long Term Disability (LTD) benefits or is in receipt of Workers' Compensation Board (WCB) benefits for a period in excess of ninety (90) working days, the position they held shall be posted and filled.

Regular employees returning from LTD or WCB 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 being approved for LTD benefits or in receipt of WCB benefits 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. If no comparable vacancy exists the regular employee shall be laid-off subject to recall.

Upon the return to work of the regular employee from LTD or WCB, the regular employee who has filled the position made vacant by the LTD or WCB shall be placed in a comparable position 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 LTD or WCB, the temporary employee who has filled the position made vacant by the LTD or WCB shall be terminated from employment with the District.

- (b) In the event the regular employee on approved LTD benefits or in receipt of WCB benefits does not return to work within two (2) years and:

- i) the position has been filled by a regular employee, then that regular employee shall be confirmed in the position made vacant by the LTD or WCB, or
 - ii) the position has been filled by a temporary employee, then the position shall be posted and filled.
- (c) A regular employee returning to work after two (2) years of LTD benefits or WCB benefits shall be placed in the first available comparable position for which they have the qualifications and ability. If no comparable vacancy exists the regular employee shall be laid-off subject to recall.

ARTICLE 18 - GENERAL LEAVE

18.1 Upon approval of the Superintendent or designate, leave of absence without pay, vacation entitlement, sick leave credits and seniority accumulation may be granted to employees who request such leave in exceptional circumstances.

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 week's notice in writing of the day upon which she intends to commence maternity leave together with a medical statement giving the estimated date of delivery.
- (c) Upon written request and with the approval of the Superintendent or designate, 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 medical certificate

_____ Initials _____

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 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) Continuation of benefits shall be conditional upon the employee paying the full cost of such plans during Maternity Leave other than the health-related portion.
- (g) Effective September 1, 1997, the District shall implement a Supplemental Employment Benefits Plan (APPENDIX 'B') which each employee shall access for pay during the health-related portion of Maternity Leave. An employee who is not eligible for E.I. benefits is entitled to access sick leave for the duration of the health-related portion of Maternity Leave. The District shall pay its portion of required group insurance premiums described in Article 31 during the health-related portion of Maternity Leave. The remainder of Maternity Leave, not covered by the health-related portion, shall be taken at no cost to the District.
- (h) 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.

19.2 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 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.

19.3 A father shall be granted one (1) day's leave with pay during the confinement of a spouse for maternity purposes.

ARTICLE 20 - COMPASSIONATE LEAVE

- 20.1 Employees shall be granted permission, upon request, to attend with pay the funeral of a near relative. 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. On request, an employee shall be allowed three (3) working days leave of absence with pay if the funeral is in the City, and may be granted up to an additional two (2) working days leave of absence with pay if the funeral is outside the City.
- 20.2 In the event of critical illness of a near relative, other family emergency or other funeral demands, the Superintendent or designate may grant to an employee a leave of absence with or without pay.
- 20.3 Where the employee under clause 20.1 is unable to attend the funeral, one (1) day's leave of absence with pay may be granted upon request.

ARTICLE 21 - EXCHANGE TIME

- 21.1 Where the position allows and no replacement is required, an employee may be granted up to four (4) days of exchange time. Such time will be made up as determined by the school principal/supervisor during the current school year.

_____ Initials _____

ARTICLE 22 - LEAVE OF ABSENCE FOR UNION BUSINESS

- 22.1 The Union President or designate and one (1) Union representative shall meet with the District or its designate in connection with matters of grievance. Attendance at grievance meetings shall be without loss of salary.
- 22.2 In addition to the leave of absence indicated in clause 22.1, 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 to the Director, Labour Relations or designate five (5) working days in advance, stating the employee's name, nature of the business, and the time involved. The Director, Labour Relations or designate 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.

22.3 Leave of Absence – Full-Time President:

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

While on full-time leave of absence to attend to Union duties the employee shall be allowed to accumulate seniority and service at thirty-five (35) hours per week on a twelve (12) month basis.

Upon notice of at least thirty (30) calendar days to return to active employment by the employee and/or the Union, the employee 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 employee 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, Recall and Displacement.

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

Employees who are on full-time leave for Union business shall continue to be paid at their current rate of pay on a twelve (12) month basis by the District and subsequently, the Union shall reimburse the District.

Employees who are on full-time 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 employee and/or the Union shall accept the full responsibility for payment of all premiums, both the employee's and the District's share, pertinent to said benefits.

Such employee on leave of absence to perform Union business will be eligible for all pension benefits and therefore subject to the Local Authorities Board Pension Plan. During such absence, the employee and/or 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 23 - EDUCATIONAL LEAVE

- 23.1 (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.
- (b) Employees returning from education leave shall provide the Superintendent of Human Resources 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.
- 23.2 Upon approval, employees may be granted up to two (2) days leave of absence with pay to attend professional development conferences or seminars.

ARTICLE 24 - CONSULTATION COMMITTEE

24.1 Consultation Committee:

The parties agree to the formation of a Consultation Committee consisting of not more than three (3) 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 25 - DEDUCTION OF DUES AND UNION BUSINESS

- 25.1 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.

- 25.2 The parties acknowledge that the deduction of dues constitutes membership in the Union.
- 25.3 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 or its designate.
- 25.4 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.

ARTICLE 26 - JOB DESCRIPTIONS

- 26.1 The District agrees to provide job descriptions for all positions for which the Union is the bargaining agent.
- 26.2 When a new job is created or established within the bargaining unit, the classification shall be subject to consultation between the District and the Union. Where a job description is significantly changed by the District, the District shall consult with the Union. In the event the consultation should result in a higher rate the rate shall become retroactive to the time the new position was first filled by the employee or the date of change in job duties.

ARTICLE 27 - CAR ALLOWANCE

- 27.1 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.

ARTICLE 28 - PROTECTIVE CLOTHING

- 28.1 The District will continue to provide protective clothing or equipment currently provided in Industrial Arts and Beauty Culture labs.

ARTICLE 29 - PARKING

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

ARTICLE 30 - PENSION AND RETIREMENT

- 30.1 (a) All regular and probationary employees, who work a minimum of thirty (30) hours per week, excluding hours worked as Noon Hour Assistant, shall be required to participate in the Local Authorities Board 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.
- 30.2 Employees shall receive a 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 |
- 30.3 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 31 – BENEFITS

31.1 The District shall effect and maintain group insurance plans and provide coverage 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	80%	20%	No, unless employee was working for District before Sept. 1, 1981 or spouse is covered

Initials

- | | | | | |
|----|----------------------------------|-----|-----|---------------------------------|
| H. | Vision/Hearing Care | 85% | 15% | No, unless spouse has coverage. |
| I. | Personal Health Spending Account | | | |

Effective January 1, 2008 (or as soon thereafter as the carrier can provide) the District will establish for each regular employee a Personal Health Spending Account. 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. The District will contribute an annual amount of two hundred and fifty (\$250) dollars for each eligible regular employee covered under this Agreement who are on the payroll of the District as at the first working day of the 2008 calendar year.

Contributions to the Personal Health Spending Account for regular employees working less than thirty (30) hours per week who are on the payroll of the District as at the first working day of each calendar year, will be pro-rated based on their working hours.

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.

- 31.2 (a) 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, excluding hours worked as noon hour assistant and is effective after six (6) worked months' employment with the District.
- (b) Notwithstanding clause 31.2(a), the provisions of this Article 31 shall not apply to employees who work as a casual employee on a day-to-day basis.
- 31.3 The foregoing coverage may be changed at any time by mutual agreement between the District and the Union.
- 31.4 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.
- 31.5 (a) For employees on vacation, the District shall continue to contribute its share of the premium costs for the benefit plans as indicated in clause 31.1.
- (b) Eligible employees who have been laid off without pay for not more than three (3) months shall have their portion of the premium costs deducted, in advance, from the final pay cheque before the layoff commences.
- 31.6 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 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.

- 31.7 The District will provide the Union with a resume of each non-governmental group insurance plan listed in clause 31.1 to which plan a member contributes premiums.

ARTICLE 32 - SALARY ADMINISTRATION

- 32.1 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.

32.2 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.

- 32.3 A probationary employee shall receive a salary increment at the successful completion of the probationary period.
- 32.4 Subsequent increments, within the given pay range, for a regular employee not referred to in clause 32.5 shall be effective as outlined in Appendix "A". All increases shall be granted on the completion of each six (6) months employment 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 unsatisfactory written evaluation.
- 32.5 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 salary range or a step in the new range, which is one (1) step higher than the employee's present rate. The employee shall be entitled to an increment at the end of the first six (6) months of employment in such higher category.

- 32.6 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.
- 32.7 An employee who is designated to temporarily relieve in a position of greater responsibility covered by the terms of this Agreement, shall be paid a step in the new range, which provides at least twenty-five dollars (\$25.00) more per month than their present rate. This adjustment shall commence after the fifth (5th) working day of designation.

This Agreement dated the _____ day of May 2008.

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

THE COMMUNICATIONS, ENERGY
AND PAPERWORKERS UNION OF
CANADA, LOCAL 1990

Secretary-Treasurer

President

Director, Labour Relations

CEP National Representative

Initials

APPENDIX "A"
Categories and Classifications

- Category 1: Noon Hour Assistant
- Category 2: School Assistant
ESL Assistant
Kindergarten Assistant
Special Education Assistant
Textbook Rental Assistant
- Category 3: Duplicating Clerk
IMC Clerk
School Assistant
ESL Assistant
Kindergarten Assistant
Special Education Assistant
Textbook Rental Assistant
- Category 4: Mail Clerk
Student Records Clerk
- Category 5: Clerk Typist
Document Services Clerk
- Category 6: Duplicating/Production Clerk
Library Assistant
Substitute Roster Assistant
- Category 7: Special Education Assistant - Our Lady of Lourdes
SIRS Data Clerk – High Schools
Transliterators
- Category 8: AV Technician I
Accounts Clerk
Assistive Technology Clerk
Education Assistant, Complex Needs
Program Clerk (Instrumental Music)
Science Laboratory Assistant – High Schools
- Category 9: Beauty Culture Technician
Operations Secretary
Supply Management Clerk
- Category 10: CTS Technician
Education Assistant, Braille
Education Assistant, Deaf & Hard of Hearing
Educational Intervenor
Elementary Secretary

APPENDIX "A"
Categories and Classifications

Cont'd

- Category 11: Library Technician
Secretary I
Senior Supply Management Clerk
- Category 12: Aboriginal Community Liaison Worker I
Early Learning & Childcare Worker
Lead Secretary – Professional Development Centre
Senior Accounts Payable Clerk
Senior Accounts Receivable Clerk
- Category 13: Aboriginal Cultural Director
AV Technician II
Career Practitioner
Coordinator, Aboriginal Pride Program
- Category 14: Aboriginal Community Liaison Worker II
Distributed Learning Application Support Analyst
Educational Sign Language Interpreter
School Computer Technician
SIRS Application Support
- Category 15: AV Technician III
Braille Specialist
Transportation Coordinator
- Category 16: Technology Training Specialist
- Category 17: Business Manager
Education Technology Specialist
- Category 18: Help Desk Analyst

APPENDIX "A"
Hourly Increments
Effective as of September 1, 2007

Category	1	2	3	4	5	6	7	8	9
1	\$11.76	12.33	-----	-----	-----	-----	-----	-----	-----
2	\$12.37	12.67	12.99	13.32	13.65	14.00	14.34	14.70	15.08
3	\$13.97	14.31	14.65	14.97	15.42	15.81	16.19	16.59	16.98
4	\$14.22	14.61	14.92	15.30	15.82	16.19	16.61	17.03	17.41
5	\$14.64	14.97	15.37	15.73	16.27	16.65	17.07	17.49	17.89
6	\$15.01	15.41	15.81	16.15	16.69	17.12	17.56	17.96	18.37
7	\$17.04	17.46	17.90	18.34	18.80	19.26	19.73	20.24	20.76
8	\$17.41	17.87	18.28	18.71	19.34	19.81	20.32	20.82	21.26
9	\$17.67	18.14	18.58	19.02	19.67	20.15	20.63	21.16	21.64
10	\$18.42	18.86	19.35	19.81	20.32	20.84	21.35	21.88	22.43
11	\$18.86	19.35	19.81	20.30	20.95	21.50	22.03	22.56	23.04
12	\$20.04	20.54	21.04	21.57	22.27	22.88	23.41	23.93	24.51
13	\$22.71	23.28	23.85	24.41	25.24	25.86	26.46	27.12	27.76
14	\$24.76	25.37	26.01	26.64	27.51	28.23	28.90	29.58	30.27
15	\$25.96	26.62	27.25	27.93	28.84	29.56	30.27	30.99	31.71
16	\$27.13	27.79	28.53	29.17	30.16	30.92	31.65	32.41	33.14
17	\$27.74	28.41	29.14	29.82	30.78	31.57	32.36	33.12	33.89
18	\$28.31	28.99	29.77	30.43	31.46	32.25	33.04	33.80	34.60

APPENDIX "A"
Hourly Increments
Effective as of September 1, 2008

Category	1	2	3	4	5	6	7	8	9
1	\$12.29	12.89	-----	-----	-----	-----	-----	-----	-----
2	\$12.93	13.24	13.58	13.92	14.27	14.63	14.99	15.37	15.76
3	\$14.60	14.96	15.31	15.65	16.12	16.53	16.92	17.34	17.75
4	\$14.86	15.27	15.60	15.99	16.54	16.92	17.36	17.80	18.20
5	\$15.30	15.65	16.07	16.44	17.01	17.40	17.84	18.28	18.70
6	\$15.69	16.11	16.53	16.88	17.45	17.89	18.35	18.77	19.20
7	\$17.81	18.25	18.71	19.17	19.65	20.13	20.62	21.16	21.70
8	\$18.20	18.68	19.11	19.56	20.22	20.71	21.24	21.76	22.22
9	\$18.47	18.96	19.42	19.88	20.56	21.06	21.56	22.12	22.62
10	\$19.25	19.71	20.23	20.71	21.24	21.78	22.32	22.87	23.45
11	\$19.71	20.23	20.71	21.22	21.90	22.47	23.03	23.58	24.08
12	\$20.95	21.47	21.99	22.55	23.28	23.92	24.47	25.01	25.62
13	\$23.74	24.33	24.93	25.52	26.38	27.03	27.66	28.35	29.02
14	\$25.88	26.52	27.19	27.85	28.76	29.51	30.21	30.92	31.64
15	\$27.14	27.83	28.48	29.19	30.15	30.90	31.64	32.39	33.15
16	\$28.36	29.05	29.82	30.49	31.53	32.32	33.08	33.88	34.64
17	\$29.00	29.70	30.46	31.17	32.17	33.00	33.83	34.62	35.42
18	\$29.59	30.30	31.12	31.81	32.88	33.71	34.54	35.33	36.17

 Initials

For the Year 2009 - 2010

The increase for September 1, 2009, will be calculated by comparing the Average Weekly Earnings Index for Alberta* from January 1, 2008 to December 31, 2008 to the Average Weekly Earnings Index for Alberta* from January 1, 2007 to December 31, 2007.

*The Average Weekly Earnings Index for Alberta (based on the Statistics Canada Survey of Employment, Payrolls and Hours), unadjusted for seasonal variation, by type of employee for selected industries classified using the North American Industry Classification System (NAICS), monthly (Dollars) (281-0026)

In no case will a reduction in wages be applied. If the formula produces a negative number, the existing schedule of wages shall continue for the subsequent year.

This is the same Average Weekly Earnings Index rate used to determine M.L.A. salary increases.

Initials

APPENDIX "B"

Calgary Roman Catholic Separate School District No. 1
Supplemental Employment Benefits (SEB) Plan

- A. All employees eligible for Maternity Leave and sick leave benefits will be covered by the Supplemental Employment Benefits Plan, hereinafter called "the Plan".
- B. 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.
- C.
 - 1. 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.
 - 2. 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.
 - 3. Employees shall submit a medical certificate recommending absence from work because of a condition relating to her pregnancy.
- D.
 - 1. The benefit level paid under the Plan is set at the equivalent of the employee's regular salary and benefits.
 - 2. 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.
 - 3. 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.
- E. 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 medical certificate from the employee's physician. After ninety (90) consecutive working days of disability, the employee shall apply for Long Term Disability Insurance benefits and the Plan payments shall cease.
- F.
 - 1. The Plan will be financed by the District's general revenues.
 - 2. SEB payments will be identified and kept separately from the District's payroll records.
- G. 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.
- H. 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.
- I. Working days, designated as health-related portion of Maternity Leave, shall be considered for increment purposes.

Initials

APPENDIX "C"
PROFESSIONAL SUPPORT STAFF

All matters relative to Social Workers and Psychologists (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, 4.4, and 4.7 of this Agreement affect all employees covered by this Appendix.

- 4.3 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 of Social worker and Psychologist as outlined in Article 34.

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) 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.
- (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 equal by the District, seniority shall be the determining factor.

ARTICLE 9 - LAYOFF, RECALL AND DISPLACEMENT9.1 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 Superintendent or designate, and total seniority with the District.
- (b) Prior to laying off any employees, because of redundancies, staff reductions or displacement, regular employees shall be assigned to any available position which is vacant and for which the employee has the qualifications and ability to do the work.
- (c) Except in the event of strike or lockout, the District shall provide four (4) weeks' notice in writing 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 Resource Services.

9.2 Automation:

The District or its representative 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, ability as specified in clause

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8.1 and as determined by the Superintendent or designate, and total seniority with the District.

- (c) Employees being recalled shall be notified by the District by double registered mail to the employee's last known address on file.
- (d) Recalled employees shall notify the District of their intent within forty-eight (48) hours of the date of delivery of the notice as determined by the records of registration. 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 Employees possessing five (5) years of service with the District, based on the employee's anniversary date, whose employment is terminated due to staff reduction, may access the outplacement 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.

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

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.

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- 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 the Lead Psychologist.
- 13.5 The District may provide opportunities for twelve (12) month employees to work extra hours in order to receive extra days off with pay during Christmas holidays and 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

Only the provisions of Clause 16.1 of this Agreement affect all employees covered by this Appendix.

- 16.2 Subsequent vacations with pay for twelve (12) month Professional Support Staff shall be 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:

1 year but less than 8 years of service	15 working days
After 8 years but less than 18 years of service	20 working days
After 18 years but less than 25 years of service	25 working days
After 25 years of service	30 working days

- 16.3 Ten (10) month and temporary employees shall be entitled to vacation pay calculated as follows:

1 year but less than 8 years of service	6%
After 8 years but less than 18 years of service	8%
After 18 years but less than 25 years of service	10%
After 25 years of service	12%

- 16.4 An employee who transfers from a ten (10) month or temporary position to a permanent full-time twelve (12) month position may, upon request, opt for the provisions of clause 16.2 if payment has not been made under the provisions of clause 16.3.

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16.5 Employees, upon being entitled to fifteen (15) working days or more vacation, may be entitled to 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, if the request is approved by the appropriate Superintendent. Such deferred vacation when taken shall be paid at the current salary.

ARTICLE 17 - SICK LEAVE

Only the provisions of Clauses 17.1, 17.3, 17.4, 17.5, 17.6, 17.7, and 17.8 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) days sick leave.
- (b) Notwithstanding clause 17.2(a), employees returning to work from sick leave shall be entitled to ninety (90) days of sick leave provided they remain at work for an uninterrupted period of thirty (30) days. In the event that sick leave is required within thirty (30) days after returning to work, the employee is only entitled to the unused portion of the original ninety (90) days of sick leave.

ARTICLE 18 - GENERAL LEAVE

ARTICLE 19 - MATERNITY, ADOPTION, PARENTAL AND PATERNITY LEAVE

ARTICLE 20 - COMPASSIONATE LEAVE

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

ARTICLE 23 - EDUCATIONAL LEAVE

ARTICLE 24 - CONSULTATION COMMITTEE

The provisions of Article 23 and 24 of this Agreement affect all employees covered by this Appendix.

ARTICLE 25 - DEDUCTION OF DUES AND UNION BUSINESS

Only the provisions of Clauses 25.1, 25.2, and 25.3 of this Agreement affect all employees covered by this Appendix.

25.4 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.

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ARTICLE 26 - JOB DESCRIPTIONS
ARTICLE 27 - CAR ALLOWANCE

The provisions of Article 26 and 27 of this Agreement affect all employees covered by this Appendix.

ARTICLE 29 - PARKING

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

ARTICLE 30 - PENSION AND RETIREMENT

The provisions of Article 30 of this Agreement affect all employees covered by this Appendix.

ARTICLE 31 - BENEFITS

Only the provisions of Clauses 31.1, 31.3, 31.4, 31.5, 31.6, and 31.7 of this Agreement affect all employees covered by this Appendix.

31.2 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.

ARTICLE 32 - SALARY ADMINISTRATION

Only the provisions of Clauses 32.2, 32.3, and 32.7 of this Agreement affect all employees covered by this Appendix.

32.1 Employees shall be paid in accordance with the schedule in Article 34, which shows the applicable range/increments for categories or classifications of employees covered by this Article.

32.4 Subsequent increments, within the given pay range, for a regular employee not referred to in clause 32.5 shall be effective as outlined in Article 34. 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 unsatisfactory written evaluation.

32.5 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.

32.8 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.

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ARTICLE 33 - TERMINATION

33.1 Employees shall give the District at least four (4) weeks' notice should they decide to terminate employment. Should an employee be unable to provide four (4) weeks' notice, the employee shall consult with the Lead Psychologist.

ARTICLE 34 – CATEGORIES, CLASSIFICATIONS AND PAY SCHEDULES

Category I: Family Liaison Support Worker

Category IA: Social Worker I

Category II: Social Worker II

Category III: Provisional Psychologist

Category IV: Registered Psychologist

Category V: Transportation Officer

Professional Support Staff Salary Schedule
Effective as of September 1, 2007

Category I	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	\$27.31	28.18	29.04	29.91	30.77	31.64	32.51	33.37

Category IA	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	\$29.66	31.18	32.82	34.35	36.14	37.66		

Category II	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	\$36.39	37.89	39.49	41.02	42.86	44.36	45.88	47.81

Category III	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	\$31.97	33.62	35.26					

Category IV	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	\$45.48	47.36	49.36	51.27	53.57	55.45	57.35	59.76

Category V	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	\$28.58	29.60	30.63	31.64	32.66	33.68	34.71	35.72

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Professional Support Staff Salary Schedule
Effective as of September 1, 2008

Category I	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	28.55	29.46	30.35	31.26	32.16	33.07	33.98	34.88

Category IA	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	31.00	32.59	34.31	35.91	37.78	39.37		

Category II	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	38.04	39.61	41.28	42.88	44.80	46.37	47.96	49.98

Category III	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	33.42	35.14	36.86					

Category IV	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	47.54	49.50	51.60	53.59	56.00	57.96	59.95	62.47

Category V	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	29.87	30.94	32.02	33.07	34.14	35.21	36.28	37.34

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For the Year 2009 – 2010

The increase for September 1, 2009, will be calculated by comparing the Average Weekly Earnings Index for Alberta* from January 1, 2008 to December 31, 2008 to the Average Weekly Earnings Index for Alberta* from January 1, 2007 to December 31, 2007.

*The Average Weekly Earnings Index for Alberta (based on the Statistics Canada Survey of Employment, Payrolls and Hours), unadjusted for seasonal variation, by type of employee for selected industries classified using the North American Industry Classification System (NAICS), monthly (Dollars) (281-0026)

In no case will a reduction in wages be applied. If the formula produces a negative number, the existing schedule of wages shall continue for the subsequent year.

This is the same Average Weekly Earnings Index rate used to determine M.L.A. salary increases.

APPENDIX "B"

Calgary Roman Catholic Separate School District No. 1
Supplemental Employment Benefits (SEB) Plan

The provisions of Appendix "B" of this Agreement affect all employees covered by this Appendix.

LETTER OF UNDERSTANDING

EXEMPTIONS OF POSITIONS OR EMPLOYEES

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

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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

ARTICLE 9 - LAYOFF, AUTOMATION, RECALL AND DISPLACEMENT

Notwithstanding Clause 9.3 - Recall Procedures of the Collective Agreement, the recall procedure for an English as a Second Language (ESL) Assistant will be as follows:

1. An English as a Second Language (ESL) Assistant who is affected by clause 9.1(a) shall be recalled to an English as a Second Language (ESL) Assistant position with the same number or greater number of hours on the basis of total seniority with the District prior to English as a Second Language (ESL) Assistant positions being offered to other regular employees on recall.
2. Should an English as a Second Language (ESL) Assistant position not be available, the English as a Second Language (ESL) Assistant shall be recalled to any position on the basis of job category, the best qualifications, ability as determined by the Superintendent or designate and total seniority with the District.

This letter shall be in effect for the term of this Collective Agreement.

LETTER OF INTENT

POSITION CLASSIFICATIONS

The District and the Union agree to meet within four (4) months of the date of ratification to discuss the process to be used by the District in creating or establishing new position classifications or effecting changes to existing position classifications as per Clause 26.2 of this Collective Agreement. This is to be completed during the term of this Collective Agreement.

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