

SOURCE	School
EFF.	94/09/01
TERM.	96/08/31
NO. OF EMPLOYEES	662
NOMBRE D'EMPLOYÉS	JF

AGREEMENT

BETWEEN

THE BOARD OF TRUSTEES

OF THE CALGARY ROMAN CATHOLIC SEPARATE SCHOOL DISTRICT NO. 1

AND

THE CALGARY CATHOLIC BOARD OF EDUCATION SUPPORT STAFF ASSOCIATION

SEPTEMBER 1, 1994 TO AUGUST 31, 1996

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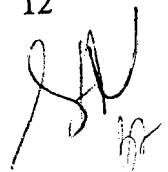
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CALGARY ROMAN CATHOLIC SEPARATE SCHOOL DISTRICT NO. 1

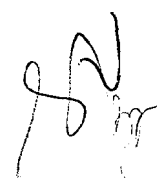
COLLECTIVE AGREEMENT

TABLE OF CONTENTS

		Page
Article I	Management Rights	1
Article II	Application	1
Article III	Duration and Termination of Agreement	2
Article IV	Definitions	2
Article V	Discrimination	3
Article VI	Probationary Period	4
Article VII	Seniority	4
Article VIII	Job Postings, Promotions and Trial Period	4
Article IX	Layoff, Automation, Recall and Displacement	5
Article X	Discipline	6
Article XI	Personnel Records	7
Article XII	Grievance and Arbitration Procedure	7
Article XIII	Hours of Work	8
Article XIV	Overtime	9
Article XV	Public and Statutory Holidays	9
Article XVI	Vacations	10
Article XVII	Sick Leave	11
Article XVIII	General Leave	12



	Page	
Article XIX	Maternity, Parental and Paternity Leave	12
Article XX	Compassionate Leave	13
Article XXI	Exchange Time	13
Article XXII	Leave of Absence for Association Business	14
Article XXIII	Educational Leave	14
Article XXIV	Consultation Committee	14
Article XXV	Deduction of Dues and Association Business	15
Article XXVI	Job Descriptions	15
Article XXVII	Car Allowance	16
Article XXVIII	Protective Clothing	16
Article XXIX	Parking	16
Article XXX	Pension and Retirement	16
Article XXXI	Benefits	17
Article XXXII	Salary Administration	18
Appendix "A"		i



CALGARY ROMAN CATHOLIC SEPARATE SCHOOL DISTRICT NO. 1

COLLECTIVE AGREEMENT

This Agreement dated the 27th day of March, A.D. 1995.

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 Board"),

OF THE FIRST PART

- and -

THE CALGARY CATHOLIC BOARD OF EDUCATION SUPPORT STAFF ASSOCIATION, (hereinafter called "the Association").

OF THE SECOND PART

ARTICLE I
MANAGEMENT RIGHTS

- 1.1 The Board 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 Board and its employees.

ARTICLE II
APPLICATION

- 2.1 This Agreement stipulates rates of pay and specific working conditions of those employees whose bargaining rights are held by the Association as provided within the scope of the Certification No. 1065-90.

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





ARTICLE III
DURATION AND TERMINATION OF AGREEMENT

- 3.1 This Agreement shall be binding and remain in effect from September 1, 1994 to August 31, 1996.
- 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 twenty (120) 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 C o d e .

ARTICLE IV
DEFINITIONS

- 4.1 "Association" shall mean the Calgary Catholic Board of Education Support Staff Association.
- 4.2 "Board" shall mean the Board of Trustees of Calgary Roman Catholic Separate School District No. 1 of the Province of Alberta.
- 4.3 A "permanent employee" means an employee who works under the following conditions:
 - (a) when an employee successfully completes six (6) months' probationary period in a permanent position; and
 - (b) when an employee falls into the category of a permanent employee by virtue of the fact that the employee works on a continuous basis.
- 4.4 A "permanent position" is a position established by the Board, the existence of which has been or is intended to be of a continuous nature.
- 4.5 "Term" employee means an employee who works in a position for a specific period of time **and** for which there is an identified start date and end date.
- 4.6 "Full-time employee" means an employee who works the prescribed full-time equivalent as contained in Article 13.1, Hours of Work.
- 4.7 ✓ "Part-time **employee**" means an employee who works less than the prescribed full-time equivalent as contained in Article 13.1, Hours of Work.

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- 4.8 “Permanent full-time employee” means an employee who works in a regular permanent position for the prescribed full-time equivalent as contained in Article 13.1, Hours of Work.
- 4.9 “Permanent part-time employee” means an employee who works in a regular permanent position for less than the prescribed full-time equivalent as contained in Article 13.1, Hours of Work.
- 4.10 “Permanent full-time term employee” means an employee who works in a permanent full-time position for a specific period of time and for which **there** is an identified start date and end date.
- 4.11 “Permanent part-time term employee” means an employee who works in a permanent part-time position for a specific period of time and for which there is an identified start date and end date.
- 4.12 “Probationary employee” means an employee who at commencement of employment with the Board, occupies a permanent position for a trial period of six **(6)** months.
- 4.13 “Temporary employee” means an employee who is employed for the purpose of filling a position which has temporarily become vacant.
- 4.14 The singular shall mean the plural and vice versa as applicable.
- 4.15 “Hours” are to be the total amount of time worked in any capacity and/or combination of positions, unless otherwise provided in this agreement.
- 4.16 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.

ARTICLE V
DISCRIMINATION

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5.1 No Discrimination. Subject to bona fide **occupational** qualifications, the Board shall not discriminate against any employee because of membership or activity in the Association or for exercising the rights under this Agreement, and neither the Board nor the Association shall discriminate against any employee within the scope of this Agreement because of race, nationality, colour, gender, marital status or family relationships provided **that in no instance will two (2)** members of the same immediate family be appointed to positions in the same work location.
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ARTICLE VI
PROBATIONARY PERIOD

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6.1 Probationary employees are all persons initially hired on trial to determine suitability and compatibility for continued employment. During the first six **(6)** months of employment, probationary employees shall not be considered as having regular status and may be discharged at the Board's discretion upon the Board concluding that, such employee is unsuitable and/or not compatible.

ARTICLE VII
SENIORITY

7.1 (a) For the purpose of this Agreement employees shall accumulate seniority on the basis of paid hours.

(b) An employee shall accumulate Classification 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 Board.

7.3 On May **1st** and October **1st** of each year, the Board shall provide to the Association five **(5)** copies of a seniority list containing the name and the accumulated seniority hours of each employee up until the preceding April **1st** and September **1st**, respectively. The seniority list shall be in alphabetical order. The Board shall provide an additional seniority list based on total seniority hours in descending order. 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.

7.4 Seniority already accumulated shall be credited for any employee working for the Board as of September **1st, 1990**.

ARTICLE VIII
JOB POSTINGS, PROMOTIONS AND TRIAL PERIOD

8.1 With the exception of those positions for assistants in Special Education classes for students Developmentally Delayed (moderate and severely), or assistants to individual students, all vacancies that occur or newly created positions will be posted in a designated area in all work locations for five **(5)** working days. A posting will be required at Central Office only, when vacancies for positions occur during the months of July and August.

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- 8.2 Posted vacancies and new positions shall be filled from the employees within the bargaining unit, provided that the applicant has the qualifications, ability and seniority.
- 8.3 A permanent employee who receives a promotion to a permanent position with the Board shall have a trial period for three (3) months. If the employee proves unsatisfactory during the trial period, management shall place the employee in the employee's former position or its equivalent in pay as soon as possible.
- 8.4 Where the Board deems feasible, and where there is a vacancy or newly created position for assistants in Special Education classes for students Developmentally Delayed, or assistants for individual students, the **Board** will post the position or vacancy, which position shall not be subject to 8.2.
- 8.5 Employees who are employed in more than one position as of December 1, 1993, shall not be prohibited from holding more than one position at one location provided that the employee has the qualifications, ability, and seniority.

ARTICLE IX
TIONO IFEUTOMAL AND DISPLACEMENT

9.1 Layoff Procedure

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- (a) When positions become redundant, or when staff reduction is necessary, employees will be retained on the basis of firstly Job Classification and secondly seniority within their Job Classification.
- (b) Prior to laying off any employees, because of redundancies, staff reductions or displacement, permanent 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 lock-out, the Board shall provide two (2) weeks' notice in writing or two (2) weeks' pay in lieu of notice, to permanent 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 Department.

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9.2 Automation

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The Board or its representative shall give the Association 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

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- (a) Employees laid off in accordance with Article 9.1 shall retain recall rights for a period of nine (9) months from the date of actual layoff.
- (b) Employees shall be recalled on the basis of job classification and qualifications, ability and seniority when job classification is equivalent.
- (c) Except where outlined in Article 9.3 (e), employees being recalled shall be notified by the Board by registered mail to the employee's last known address on file.
- (d) The recalled employee(s) shall notify the Board of their intent within five (5) working days from the date of delivery of the notice as determined by the records of registration. Recalled employees who do not notify the Board within the aforementioned time frame shall be deemed to have terminated employment with the Board.
- (e) Whenever possible, term employees laid off in June for recall in August or September, shall be given a recall date by the Board at time of layoff. The recall of those term employees whose work is subject to student enrolment shall be conditional upon school enrolment.
- (f) The Board shall, during the months of November and May in each school year, provide to the Association a list of employees awaiting recall.

9.4 Employees possessing five (5) years of service with the Board, based on the employee's anniversary date, whose employment is terminated due to staff reduction may access the out placement services provided by the Board's Employee Assistance Program.

ARTICLE X 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, the employee shall be given written particulars stating the reason for the action, the terms of penalty and shall be advised that there is a grievance procedure in the collective agreement.
- 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.

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ARTICLE XI
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 Board 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 XII
GRIEVANCE AND ARBITRATION PROCEDURE

- 12.1 Differences.

In the event that a dispute occurs between the Board and the Association on the one hand and/or the Board and one or more members of the Association 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 Association 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 Superintendent or designee within fourteen (14) days of the act causing the grievance. Each written grievance shall include:

- i) The name(s) of the aggrieved unless the Association 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 Employer is requested to make, and
- iv) The section(s) where the Agreement is claimed to be violated.

The Superintendent or designee will make known a decision to the party advancing the grievance within five (5) days of receipt of the grievance. The above mentioned times may be extended by the parties if mutually agreed, and may be extended in extenuating circumstances.

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Step 3. Failing settlement in Step 2, the grievance may be submitted by either party to an arbitration board as outlined in the Labour Relations Code.

(b) By the Association or Board

In the event that either the Board or the Association wish to process a grievance, such grievance shall be submitted by the one party to the other, in writing, within fourteen (14) days of the act causing the grievance. The above-mentioned time may be extended by the parties if mutually agreed and may be extended in extenuating circumstances. The party in receipt of the grievance must make known its decision regarding the grievance to the other party in writing, within fifteen (15) working days. Failing settlement, the grievance may be submitted by either party to an arbitration board as outlined in the Labour Relations Code.

12.2 If a meeting is convened at Step 2, the **grievor** is entitled to attend the meeting.

12.3 Time Limits. The time limits expressed in the foregoing shall be exclusive of Saturdays, Sundays, and Statutory Holidays and normal time off.

12.4 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 Board 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.

12.5 Representative of Calgary Catholic Board of Education Support Staff Association. The Association or any member thereof shall have the right to have the assistance of representatives of the Association when dealing with or negotiating with the Board. The Association shall not conduct any grievance handling or other Association activity on the Board's property so as to interfere with an employee's performance of work during working hours, without the consent of the Board.

ARTICLE XIII
HOURS OF WORK

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13.1 (a) For full-time employees ordinarily, the normal hours of work shall not exceed seven (7) hours per day, thirty-five (35) hours per week, Monday to Friday inclusive, scheduled between 8:00 a.m. - 4:30 p.m.

- (b) The schedule of hours described in 13.1 (a) may be varied by mutual written agreement at the time of employment where the employee's position may require a different work pattern.

13.2 Meal and Rest Periods

- (a) An employee working a daily shift of four (4) hours 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 (½) 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 (½) hour, unpaid.
- (d) Meal periods shall be scheduled as near mid-shift as possible.

ARTICLE XIV
OVERTIME

14.1 Additional hours beyond the normal scheduled work day may be worked when approved by the Superintendent or designee. Times worked in excess of seven (7) hours shall be paid at one and one-half (1½) times normal rate. Additional time shall be paid to the nearest one quarter (¼) hour.

14.2 The Board 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.

41/1 ✓ 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 XV
PUBLIC AND STATUTORY HOLIDAYS

53/120 ✓ 15.1 Employees shall be entitled to the following public or statutory holidays with pay provided that they work the 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 public 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**.

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

ARTICLE XVI
VACATIONS

16.1 (a) During the first year of service,, permanent full-time employees **shall** be granted one and one-quarter (**1 ¼**) days' vacation with pay for every full month worked prior to July **1st**, to a maximum of fifteen (**15**) working days.

(b) During the first year of service, permanent part-time employees shall be granted one and one-quarter (**1 ¼**) days' vacation for every full month worked prior to July **1st**, to a maximum of fifteen (**15**) working days, but pay 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 permanent full-time and permanent 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:

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After 1 year	15 working days annual vacation
After 8 years	20 working days annual vacation
After 18 years	25 working days annual vacation
After 25 years	30 working days annual vacation

16.3 Term employees shall be entitled to vacation pay calculated on their regular wages on the basis of a percentage equivalent as defined in **16.2**.

16.4 An employee who transfers from a term position to a permanent full-time position may, upon request, opt for the provisions of Article **16.2** if payment has not been made under the provisions of Article **16.3**.

16.5 Employees, upon being entitled to fifteen (**15**) working days or more vacation, may be entitled, upon written request 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. Such deferred vacation shall be paid at the current salary.

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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 XVII
SICK LEAVE

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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 Sections 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) days sick leave.

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(b) Notwithstanding Article 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.

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 Board. An employee who is absent for the aforementioned reasons for less than three (3) days may be required to present a medical certificate to the Board 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 Board.

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

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 Article 3 1.1 the employee will be considered as being on a leave of absence without pay for a period of up to two (2) years from the date the employee commenced to receive long-term disability payments. If the employee is unable to return to work, the employment of such an

employee will be deemed to have terminated at the end of the two (2) year period, but Long Term Disability benefits will continue subject to the terms and conditions of the Long Term Disability plan.

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.

ARTICLE XVIII
GENERAL LEAVE

18.1 Upon approval of the Superintendent or designee, 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 XIX
MATERNITY, PARENTAL AND PATERNITY LEAVE

19.1 Maternity Leave

(a) An employee shall be entitled to leave of absence for maternity without pay and without the Board's contributions under article 3 1.1.

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(b) An employee on maternity leave shall be entitled to seventeen (17) weeks consecutive leave without loss of seniority or years of service.

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(c) The period of time referred to in Article 19.1 (b) as requested by the employee may cover any date from three (3) months prior to the expected date of delivery up to seventeen (17) weeks after the actual date of delivery, but shall not exceed seventeen (17) weeks.

(d) The employee shall give as much notice as possible and at least two (2) weeks' notice in writing of the estimated date of delivery and the date upon which the maternity leave shall commence.

19.2 For the purpose of adoption, employees shall be granted parental leave as defined by Employment and Immigration Canada without pay and without the Board's contributions under article 3 1.1.

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- 19.3 Employees may be granted additional parental leave without pay and without the Board's contributions under article 3 1.1, upon request and at the discretion of the Superintendent or designee.
- 19.4 After maternity/parental leave has expired the employee will be reinstated in a position comparable to the one the employee left.
- 19.5 A husband shall be granted one (1) day's leave with pay during the confinement of a spouse for maternity purposes. 63k ✓
- 19.6 An employee who is on maternity leave shall have maternity leave and sick leave benefits applied in a method that complies with current legislation.

ARTICLE XX
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.

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20.2 In the event of critical illness of a near relative, other family emergency or other funeral demands, the Superintendent or' designee may grant to an employee a leave of absence with or without pay.

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20.3 Where the employee under 20.1 is unable to attend the funeral, one **(1)** day's leave of absence with pay may be granted upon request.

ARTICLE XXI
EXCHANGE TIME

21.1 Where the position allows and no replacement is required and the Superintendent or designee agrees, an employee may be granted up to two **(2)** days of exchange time. Such time will be made up as determined by the school principal/supervisor during the current school year. The request for exchange time must be made in writing at least fourteen **(14)** days prior to the commencement of the actual time off.

ARTICLE XXII
LEAVE OF ABSENCE FOR ASSOCIATION BUSINESS

22.1 Leave of absence with pay shall be granted to one (1) Association representative to meet with the Board or its designee in connection with matters of grievance.

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In addition to the leave of absence indicated in Article 22.1, the Board may grant leave of absence with pay to the Association representatives for the purpose of performing the duties of any office or function of the Association. Written request shall be given by the Association to the Superintendent or designee five (5) working days in advance, stating the employee's name, nature of the business, and the time involved. The Superintendent or designee shall review the request and notify the Association when approval is granted. Subsequently, the Association will be invoiced for the salary allocated to the leave of absence.

ARTICLE XXIII
EDUCATIONAL LEAVE

- (a) Employees possessing five (5) years seniority with the Board may be granted up to two (2) years leave of absence, at no cost to the Board, to pursue further educational studies.
- (b) Employees returning from education leave shall be entitled to a position with the Board provided that recall procedures contained in this agreement, and applying to laid off employees, take precedence.

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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 XXIV
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 Management and the Association 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 Association shall be without loss of salary.

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ARTICLE XXV
DEDUCTION OF DUES AND ASSOCIATION BUSINESS

25.1 All employees, as a condition of employment, will be members of the Association, and will be subject to deduction of dues and assessments that are **authorized** by a regular and proper vote of the membership of the Association. The Board agrees to deduct such dues **bi-weekly** from the salaries of the employees and submit the total dues so collected to the Association by the seventh (**7th**) banking day following each pay period. When submitting dues to the Association, the Board shall supply the Association with a dues information statement indicating:

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- (a) the full name and work location of each employee;
- (b) the amount collected from each employee;
- (c) the name of any new and terminated 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 Association.

25.3 The Association shall have the right to post routine and informational Association communication in a specially designated area in each work location, as determined by central administration. Any inappropriate communications may, be removed by the Board or its designee.

ARTICLE XXVI
JOB DESCRIPTIONS

26.1 The Board agrees to provide current position descriptions for all positions for which the Association is the bargaining agent. These descriptions shall be presented to the Association within sixty (**60**) days of the signing of this agreement.

26.2 When a new job is created or established within the bargaining unit, the classification shall be subject to consultation between the Board and the Association. Where a job is changed, the Board may, in its discretion consult with the Association. 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.

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ARTICLE XXVII
CAR ALLOWANCE

27.1 A car allowance at the prevailing rate approved by the Board will be paid to each employee who is designated by the Board to use the employee's personal vehicle as a means of transportation to work assignments at different locations during working hours.

ARTICLE XXVIII
PROTECTIVE CLOTHING

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

ARTICLE XXIX
PARKING

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

ARTICLE XXX
PENSION AND RETIREMENT

30.1 All employees shall be required to participate in the Local Authorities Board Pension Plan. The date of eligibility for participation in the Plan shall be upon the employee having completed twelve (12) months of continuous employment with the Board. The Plan shall apply to all full-time employees, and part-time employees who work a minimum of thirty (30) hours per week, excluding hours worked as noon hour assistant. Term employees are also eligible to participate, unless excluded by the conditions of the Plan.

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30.2 Employees shall receive a retirement allowance based upon 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

ARTICLE XXXI
BENEFITS

31.1 The Board shall effect and maintain group insurance plans and provide coverage in the following manner:

Plan	Board Share of Premium	Employee Share of Premium	Optional for Employees 17.5 hrs./wk or more
70C / 100 ✓ 72 / 999 ✓ A. Group Life Insurance	100%		No
B. Optional/Spousal Life Insurance		100%	Yes
76C / 1 ✓ C. Accidental Death and Dismemberment	100%		No
D. Long Term Disability	9	100%	No
70A / 100 ✓ E. Alberta Health Care Sept. 1/94 - Aug. 31/95	100%		No, unless spouse has coverage.
Sept. 1/95 - Aug. 31/96	85%	15%	
70E / 100 ✓ 76G / 1 ✓ F. Extended Health Care	100%		Yes
70E / 080 ✓ 71 / 9 ✓ G. Dental Insurance	80%	20%	No, unless Employee was working for Board before Sept. 1, 1981 or spouse is covered
70G / 08.5 ✓ H. Vision Care	85%	15%	

31.2 Participation in the Benefit Plans described in this Article is compulsory where indicated, for 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) months' employment with the Board.

31.3 The foregoing coverage may be changed at any time by mutual agreement between the Board and the Association.

- 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 renegotiated.
- 31.5 (a) For employees on vacation, the Board shall continue to contribute its share of the premium costs for the benefit plans as indicated in Article 31.1.
- (b) Term 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.
- (c) An employee on parental leave referred to in Article 19 may choose to continue the maintenance of employee benefits by contributing the entire premium.
- 31.6 If an employee is prevented from performing regular work with the Board 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 Board 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 Board will provide the Association with a resume of each non-governmental group insurance plan listed in Article 31.1 to which plan a member contributes premiums.

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ARTICLE XXXII
SALARY ADMINISTRATION

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- 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 Employees shall receive with each pay cheque a statement showing deductions and adjustments. The Board agrees to give the Association three (3) months' notice of any change in the pay period.
- 32.3 A probationary employee shall receive a salary increment at the successful completion of the probationary period.

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- 32.4 Subsequent increments, within the given pay range, for a permanent employee not referred to in Article 32.6 shall be effective as outlined in Appendix "A". All incremental increases shall be granted following acceptable evaluation each six (6) months of employment from the employee's anniversary date until the employee reaches the maximum salary of the applicable pay range. This evaluation shall be completed within four (4) working weeks of the required date. An increase may be withheld for unsatisfactory evaluation.
- 32.5 A permanent employee who is promoted or whose position is reclassified to a higher category, shall be entitled to an increment at the end of the first six (6) months of employment in such higher category. The adjusted salary shall be effective at the start of the pay period following the completion of the six (6) months of employment after promotion or reclassification.
- 32.6 A permanent employee whose position is **reclassified** to a position of a higher category, or who is promoted, 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.
- 32.7 A permanent 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 Board to positions in the former classification.
- 32.8 An employee who is designated to temporarily relieve in a position of greater **responsibility covered by the terms of this Agreement, shall be paid in the range for** the higher category. This adjustment shall commence after the fifth (5th) working day of designation.
- 32.9 Employees subject to 13.1(b) shall receive in writing the schedule of payment.

*

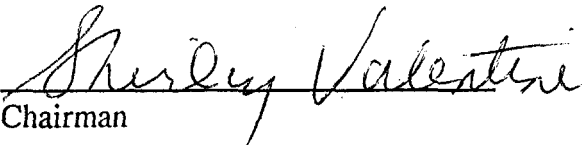
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IN WITNESS WHEREOF the parties have **caused** this Agreement to be executed by their respective officers, duly **authorized** hereunto, the day and year first above written.

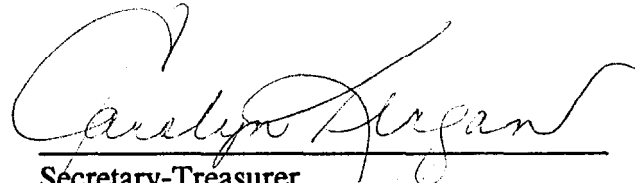
THE BOARD OF TRUSTEES OF
THE CALGARY ROMAN CATHOLIC
SEPARATE SCHOOL DISTRICT NO. 1,
of the Province of Alberta

THE CALGARY CATHOLIC
BOARD OF EDUCATION
SUPPORT STAFF ASSOCIATION


Chairman


President


Secretary-Treasurer


Secretary-Treasurer

50 A ✓
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APPENDIX "A"

Schedule 1
Hourly Paid Sup-xx-t Personnel

Category	<u>Effective Sept. 1/94</u>		<u>Effective Sept. 1/95</u>	
	Probationary Rate	Job Rate	Probationary Rate	Job Rate
1 (a) Assistants - General	8.77	9.19	8.55	8.96
(b) Assistants - Duplicating				
2 (a) Assistants - Teacher	9.22	9.83	8.99	9.58
(b) Assistants - Clerical				
3 (a) Instructional Assistant	10.38	10.85	10.12	10.58
4 (a) Hearing Impaired Assistant	12.70	13.58	12.38	13.24
5 (a) Industrial Arts Assistant	13.73	14.34	13.39	13.98
6 (a) Noon Hour Assistant	17.17/day	--	17.17/day	--
7 (a) Bus Driver		16.37		15.96

APPENDIX "A"

Schedule 2
Monthly Wage Ranges
10 month Employees

1. All monthly rates described in Appendix A are based on 151.7 hours per month and shall be pro rated for employees working less than seven (7) hours per day, thirty-five (35) hours per week.

	<u>Effective Sept. 1, 1994</u>		<u>Effective Sept. 1, 1995</u>	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
<u>Category 1:</u>				
AV Maintenance Clerk	\$1,579	\$1,921	\$1,540	\$1,873
Duplicating Clerk				
Microfilm Clerk				
<u>Category 2:</u>				
Clerk Typist I	1,608	1,968	1,568	1,919
Mail Clerk				
Student Records Clerk				
<u>Category 3:</u>				
Clerk Typist II	1,656	2,023	1,615	1,972
Dispatch Clerk I				
Store Clerk				
<u>Category 4:</u>				
A V Booking Clerk	1,700	2,077	1,658	2,025
Library Clerk				
<u>Category 5:</u>				
A V Technician	1,969	2,404	1,920	2,344
Accounts Clerk V				
Cost Accounts Clerk V				
IMC Operations Clerk				
Payroll Clerk I				
HSE Teacher Assistant				
<u>Category 6:</u>				
Beauty Culture Technician	1,999	2,448	1,949	2,387
Elementary Secretary				
Expediting and Claims Clerk				
Purchasing Clerk IV				
Senior Dispatch Clerk				
Transportation Secretary				

APPENDIX "A"

Schedule 2
Monthly Wage Ranges
10 month Employees

Cont'd

	<u>Effective Sept. 1, 1994</u>		<u>Effective Sept. 1, 1995</u>	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
<u>Category 7:</u>				
Accounts Clerk - Further Education	\$2,134	\$2,608	\$2,081	\$2,543
Accounts Clerk V - Rentals				
Library Technician				
Payroll Clerk IV				
Secretary I				
Sign Language Interpreter				
<u>Category 8:</u>				
Secretary - Construction & Maintenance	2,268	2,772	2,211	2,703
Senior Accounts Payable				
Sarcee Community Liaison Worker I				
<u>Category 9:</u>				
A V Technician I	2,570	3,139	2,506	3,061
Sarcee Language - Cultural Dir.				
Senior Computer Operator				
<u>Category 10:</u>				
Native H/S Liaison Worker	2,800	3,423	2,730	3,337
Sarcee Community Liaison Worker II				
<u>Category 11:</u>				
A V Technician IV	2,936	3,588	2,863	3,498
<u>Category 12:</u>				
Programmer	3,069	3,750	2,992	3,656
<u>Category 13:</u>				
Business Manager	3,135	3,832	3,057	3,736
Occupational Therapist				
Physiotherapist				
Program Adaptation Specialist				
Social Worker				

APPENDIX "A"

Schedule 2
Monthly Wage Ranges
10 month Employees

Cont'd

	<u>Effective Sept. 1, 1994</u>		<u>Effective Sept. 1, 1995</u>	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
<u>Category 14:</u>				
Psychometrician	\$3,202	\$3,915	\$3,122	\$3,817
<u>Category 15:</u>				
Psychologist (Masters)	3,671	4,484	3,579	4,372
Psychometrician (Masters)				
Social Worker (Masters)				

APPENDIX "A"

Schedule 3
Monthly Wage Increments
10 Month Employees
Effective September 1, 1994

1. All monthly rates described in Appendix A are based on 151.7 hours per month and shall be pro rated for employees working less than seven (7) hours per day, thirty-five (35) hours per week.

Category	1	2	3	4	5	6	7	8	9
1	1579	1618	1657	1693	1744	1788	1830	1875	1921
2	1608	1652	1689	1731	1789	1831	1878	1924	1968
3	1656	1693	1737	1780	1839	1883	1930	1976	2023
4	1700	1743	1787	1826	1888	1935	1985	2032	2077
5	1969	2019	2068	2116	2185	2242	2298	2354	2404
6	1999	2052	2102	2151	2226	2280	2333	2393	2448
7	2134	2187	2242	2296	2372	2430	2491	2550	2608
8	2268	2323	2381	2440	2519	2586	2648	2708	2772
9	2570	2633	2698	2760	2853	2924	2993	3068	3139
10	2800	2872	2943	3012	3113	3194	3269	3347	3423
11	2936	3010	3083	3158	3262	3344	3423	3507	3588
12	3069	3144	3225	3299	3410	3496	3582	3666	3750
13	3135	3213	3294	3372	3483	3569	3659	3746	3832
14	3202	3281	3364	3442	3559	3648	3735	3824	3915
15	3671	3760	3851	3944	4077	4179	4280	4385	4484

APPENDIX "A"

Schedule 3
Monthly Wage Increments
10 Month Employees
Effective September 1, 1995

1. All monthly rates described in Appendix A are based on 151.7 hours per month and shall be pro rated for employees working less than seven (7) hours per day, thirty-five (35) hours per week.

<u>Category</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>
1	1,540	1,578	1,616	1,651	1,700	1,743	1,784	1,828	1,873
2	1,568	1,611	1,647	1,688	1,744	1,785	1,831	1,876	1,919
3	1,615	1,651	1,694	1,736	1,793	1,836	1,882	1,927	1,972
4	1,658	1,699	1,742	1,780	1,841	1,887	1,935	1,981	2,025
5	1,920	1,969	2,016	2,063	2,130	2,186	2,241	2,295	2,344
6	1,949	2,001	2,049	2,097	2,170	2,223	2,275	2,333	2,387
7	2,081	2,132	2,186	2,239	2,313	2,369	2,429	2,486	2,543
8	2,211	2,265	2,321	2,379	2,456	2,521	2,582	2,640	2,703
9	2,506	2,567	2,631	2,691	2,782	2,851	2,918	2,991	3,061
10	2,730	2,800	2,869	2,937	3,035	3,114	3,187	3,263	3,337
11	2,863	2,935	3,006	3,079	3,180	3,260	3,337	3,419	3,498
12	2,992	3,065	3,144	3,217	3,325	3,409	3,492	3,574	3,656
13	3,057	3,133	3,212	3,288	3,396	3,480	3,568	3,652	3,736
14	3,122	3,199	3,280	3,356	3,470	3,557	3,642	3,728	3,817
15	3,579	3,666	3,755	3,845	3,975	4,075	4,173	4,275	4,372

APPENDIX "A"

Schedule 4
Monthly Wage Ranges
12 Month Employees

1. All monthly rates described in Appendix A are based on 151.7 hours per month and shall be pro rated for employees working less than seven (7) hours per day, thirty-five (35) hours per week.

	<u>Effective Sept. 1, 1994</u>		<u>Effective Sept. 1, 1995</u>	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
<u>Category 1:</u>				
A V Maintenance Clerk	\$1,526	\$1,856	\$1,488	\$1,810
Duplicating Clerk				
Microfilm Clerk				
<u>Category 2:</u>				
Clerk Typist I	1,554	1,901	1,515	1,853
Mail Clerk				
Student Records Clerk				
<u>Category 3:</u>				
Clerk Typist II	1,600	1,954	1,560	1,905
Dispatch Clerk I				
Store Clerk				
<u>Category 4:</u>				
A V Booking Clerk	1,643	2,006	1,602	1,956
Library Clerk				
<u>Category 5:</u>				
A V Technician	1,902	2,323	1,854	2,265
Accounts Clerk V				
Cost Accounts Clerk V				
IMC Operations Clerk				
Payroll Clerk I				
HSE Teacher Assistant				
<u>Category 6:</u>				
Beauty Culture Technician	1,931	2,365	1,883	2,306
Elementary Secretary				
Expediting and Claims Clerk				
Purchasing Clerk IV				
Senior Dispatch Clerk				
Transportation Secretary				

APPENDIX "A"

Schedule 4
Monthly Wage Ranges
12 Month Employees

Cont'd.

	<u>Effective Sept. 1, 1994</u>		<u>Effective Sept. 1, 1995</u>	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
<u>Category 7:</u>				
Accounts Clerk - Further Education	\$2,062	\$2,520	\$2,010	\$2,457
Accounts Clerk V - Rentals				
Library Technician				
Payroll Clerk IV				
Secretary I				
<u>Category 8:</u>				
Secretary - Construction & Maintenance	2,191	2,678	2,136	2,611
Senior Accounts Payable				
Sarcee Community Liaison Worker I				
<u>Category 9:</u>				
A V Technician I	2,482	3,033	2,420	2,957
Sarcee Language - Cultural Dir.				
Senior Computer Operator				
<u>Category 10:</u>				
Native H/S Liaison Worker	2,705	3,307	2,637	3,224
Sarcee Community Liaison Worker II				
<u>Category 11:</u>				
A V Technician IV	2,837	3,466	2,766	3,379
<u>Category 12:</u>				
Programmer	2,965	3,623	2,891	3,532
<u>Category 13:</u>				
Business Manager	3,028	3,702	2,952	3,609
Occupational Therapist				
Physiotherapist				
Program Adaptation Specialist				
Social Worker				

APPENDIX "A"

Schedule 4
Monthly Wage Ranges
12 Month Employees

Cont'd

	<u>Effective Sept. 1, 1994</u>		<u>Effective Sept. 1, 1995</u>	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
<u>Category 14:</u>				
Psychometrician	\$3,094	3,782	3,017	3,687
<u>Category 15:</u>				
Psychologist (Masters)	3,547	4,333	3,458	4,225
Psychometrician (Masters)				
Social Worker (Masters)				

APPENDIX "A"

Schedule 5
Monthly Wage Increments
12 Month Employees
Effective September 1, 1995

1. All monthly rates described in Appendix A are based on 151.7 hours per month and shall be pro rated for employees working less than seven (7) hours per day, thirty-five (35) hours per week.

Category	1	2	3	4	5	6	7	8	9
1	1,488	1,524	1,561	1,595	1,643	1,684	1,724	1,767	1,810
2	1,515	1,555	1,591	1,630	1,685	1,725	1,770	1,812	1,853
3	1,560	1,595	1,637	1,677	1,732	1,775	1,818	1,861	1,905
4	1,602	1,642	1,683	1,721	1,778	1,823	1,870	1,915	1,956
5	1,854	1,901	1,948	1,994	2,058	2,112	2,165	2,216	2,265
6	1,883	1,932	1,980	2,026	2,097	2,148	2,198	2,254	2,306
7	2,010	2,060	2,112	2,163	2,235	2,289	2,347	2,402	2,457
8	2,136	2,188	2,243	2,299	2,373	2,437	2,494	2,552	2,611
9	2,420	2,480	2,541	2,600	2,687	2,755	2,820	2,890	2,957
10	2,637	2,707	2,772	2,837	2,933	3,009	3,079	3,152	3,224
11	2,766	2,835	2,905	2,975	3,073	3,149	3,224	3,303	3,379
12	2,891	2,962	3,038	3,108	3,213	3,294	3,374	3,453	3,532
13	2,952	3,026	3,102	3,176	3,281	3,363	3,447	3,529	3,609
14	3,017	3,091	3,170	3,243	3,352	3,437	3,519	3,603	3,687
15	3,458	3,542	3,628	3,716	3,840	3,936	4,032	4,130	4,225

LETTERS OF INTENT

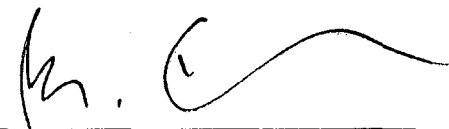
1. The parties agree to establish a joint committee to review article 9.1 and 9.3 with a view to recommending changes that will improve the process of layoff and recall.

Committee recommendations shall be submitted to the parties for consideration no later than March 31, 1995.

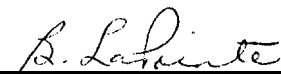
2. There shall be no further staff reductions for the 1994/95 school year, after December 10, 1994.
3. The Association agrees to withdraw, without prejudice, the policy grievance initiated October 21, 1994 which claimed that the letters of October 5, 1994 from the Superintendent of Human Resources to members who had been declared surplus and October 17, 1994 offering positions with reduced hours were in violation of Article 2.1 of the collective agreement. Further, the Association agrees that no further grievances will be initiated regarding staff reductions that took place in October 1994.


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


Chairman


Secretary-Treasurer

THE CALGARY CATHOLIC
BOARD OF EDUCATION
SUPPORT STAFF ASSOCIATION


President


Secretary-Treasurer