

COLLECTIVE AGREEMENT BETWEEN

CALGARY ROMAN CATHOLIC SEPARATE SCHOOL DISTRICT NO. 1

AND

THE CALGARY LOCAL NO. 520, CANADIAN UNION OF PUBLIC EMPLOYEES

EXPIRY: AUGUST 31, 2018

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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 Employer"),

OF THE FIRST PART

- and -

THE CALGARY LOCAL NO. 520, CANADIAN UNION OF PUBLIC EMPLOYEES, (hereinafter referred to as "the Union").

OF THE SECOND PART

WITNESSETH:

WHEREAS the Union is the Bargaining Agent of the employees of the Employer that come within the scope of this Agreement; and

WHEREAS it is the desire of the parties to maintain the harmonious relations and settled conditions of employment between the Employer and its employees; and

WHEREAS the terms and conditions of employment of the employees and their wages have been the subject of negotiations between the parties; and

WHEREAS the parties desire that these matters be set forth in an Agreement;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

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## ARTICLE 1 - TERM

### 1.1 Effective Date

Unless otherwise specifically provided for in this Agreement, this Agreement shall be binding and remain in effect from September 1, 2016 to August 31, 2018.

### 1.2 Agreement Extension

This Agreement shall continue from year-to-year unless either party gives to the other party notice in writing between the period of sixty (60) and one hundred and fifty (150) days prior to August 31, 2018.

## ARTICLE 2 - INTERPRETATION AND APPLICATION

### 2.1 Employees Covered

This Agreement shall be applicable to all employees with the categories set out in Certificate No. 320-92 dated July 13, 1992, or any amended certificate issued by the Alberta Labour Relations Board and as more particularly defined in Appendix "B" hereto.

### 2.2 Feminine Terms Apply

The use of the masculine gender to this Agreement shall include the feminine gender also.

### 2.3 Regular Full-Time Employee

Is a person who has been appointed to a permanent full-time position established by the Employer, and has served a complete probationary period, and who works the normal full-time hours of work as specified in clause 13.1.

### 2.4 Regular Part-Time Employee

Is a person who has been appointed to a permanent part-time position established by the Employer, and has served a complete probationary period, and who works less than the normal full-time hours of work as specified in clause 13.1.

### 2.5 Probationary Employee

Is a person who has been appointed to a permanent position and is serving a probationary period for the purpose of establishing permanency and meeting the requirements of the position.

### 2.6 Temporary Employee

Is a person who has been appointed to a temporary position established by the Employer for a period of up to six (6) months. A temporary employee may be assigned

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either full-time or part-time hours of work by the Employer. A temporary employee may be terminated at any time during the temporary assignment.

Time worked in the temporary position will be counted toward completion of the probationary period provided no break in service occurs.

A temporary employee hired to replace an employee on maternity or adoption leave or on Long Term Disability shall not be subject to recall when services are no longer required.

## 2.7 Permanent Position

Is a position established by the Employer, where the work is expected to be of an ongoing nature from year to year.

## 2.8 Temporary Position

Is a position established by the Employer, where the work is of limited or fixed duration of six (6) months or less.

## 2.9 Application

(a) Regular part-time employees will be entitled to all provisions of this collective agreement, except that the following will not apply:

- (i) Leaves of Absence, Clauses 17.1.1, 17.1.2, 17.1.3, 17.1.4, 17.1.6, 17.1.7, 17.1.8, 17.2, 17.3, and 17.4, for regular part-time employees who work less than fifteen (15) hours per week;
- (ii) Pension and Health Plans, Article 18, for regular part-time employees who work less than twenty (20) hours per week;
- (iii) Allowances and Additional Certificates, Clause 19.1, for regular part-time employees who work less than twenty (20) hours per week;
- (iv) General, Clause 21.2, for regular part-time employees who work less than twenty (20) hours per week.

(b) Probationary employees will be entitled to all provisions of this collective agreement, except that the following will not apply:

- (i) Discipline, Clause 9.1;
- (ii) Seniority, Clauses 10.2 and 10.3;
- (iii) Lay-off and Recall, Article 12;
- (iv) Leaves of Absence, Clause 17.1.7;
- (v) Pension and Health Plans, Article 18;

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- (vi) Allowances and Additional Certificates, Clause 19.1.
- (c) Temporary employees whose term of employment is less than six (6) months will be entitled to all provisions of this collective agreement, except that the following will not apply:
- (i) Employment, Clauses 7.1, 7.6 and 7.7;
  - (ii) Discipline, Clause 9.1;
  - (iii) Seniority, Article 10;
  - (iv) Lay-off and Recall, Article 12;
  - (v) Leaves of Absence, Clauses 17.1.1, 17.1.2, 17.1.3, 17.1.4, 17.1.6, 17.1.7, 17.1.8, 17.2, 17.3, and 17.4, for temporary employees who work less than fifteen (15) hours per week;
  - (vi) Pension and Health Plans, Article 18, for temporary employees who work less than twenty (20) hours per week;
  - (vii) Allowances and Additional Certificates, Clause 19.1;
  - (viii) General, Clause 21.2, for temporary employees who work less than twenty (20) hours per week;
  - (ix) Letters of Understanding.
- (d) The provisions of Leaves of Absence, Clauses 17.1.1, 17.1.2, 17.1.3, 17.1.4, 17.1.6, 17.1.8, 17.2, 17.3, and 17.4 will be applied to eligible employees on a prorata basis based upon the comparison of an employee's hours of work to the normal hours of work for a regular full-time employee.

### ARTICLE 3 - MANAGEMENT RIGHTS

#### 3.1 Rights

The Union recognizes that it is the function of the Employer to exercise the regular and customary functions of management and to direct the working forces of the Employer, subject to the terms of this Agreement.

### ARTICLE 4 - UNION RECOGNITION

#### 4.1 Union Dues

Union dues as set by the Union shall be deducted from all employees covered by this Agreement.

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Deductions shall be made on a bi-weekly basis and shall be forwarded to the Secretary-Treasurer of the Union not later than ten (10) calendar days following the deduction, accompanied by a list of the names and classifications of the employees from whose wages the deductions have been made.

The Employer agrees to make deductions from all employees covered by this Agreement of any assessment of a general nature applicable to all employees and duly approved by the membership during a general meeting, provided that one month advance notice is given.

#### 4.2 Work Locations

At the end of October and February of each year, the Employer shall provide the Recording Secretary of the Union with an electronic list of all bargaining unit employees with their work locations and hours assigned in each school.

### ARTICLE 5 - LABOUR MANAGEMENT RELATIONS

#### 5.1 Labour Management Committee

The parties agree to the formation of a Labour Management Committee consisting of not more than five (5) members each from Management and the Union for the purpose of maintaining communication between the parties on matters of mutual interest. Such committee shall meet every two (2) months if required by either party and shall be a discursive committee. It is understood that this committee will not hear matters pertaining to grievances and collective bargaining. Attendance at committee meetings for members of the Bargaining Unit shall be without loss of salary.

### ARTICLE 6 - GRIEVANCE PROCEDURE

#### 6.1 Differences

In the event that a dispute occurs between the Employer and the Union on the one hand and/or the Employer and one or more members of the Bargaining Unit on the other hand regarding the interpretation, application, operation or alleged violation of this Agreement, the following procedure of settlement shall be followed:

##### (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 within fourteen (14) days of the incident giving rise to the dispute.

Step 2. If the dispute is not resolved satisfactorily in Step 1, it then becomes a grievance. The grievance shall then be reduced to writing by the Union indicating the nature of the grievance, the section of the Agreement alleged to have been

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violated and the redress required, and submitted in this form to the Director, Labour Relations or designate within fourteen (14) days of the response from the immediate supervisor. The Director, Labour Relations or designate will make known his decision to the Griever and the Union within fourteen (14) days of the receipt of the grievance. The above-mentioned times may be extended by the parties if mutually agreed.

Step 3. Failing settlement in Step 2, the grievance may be submitted by either party to a single arbitrator as outlined in The Labour Relations Code.

(b) By the Union or Employer

In the event that either the Employer or the Union on their own behalf wish to process a grievance, such grievance shall be submitted by the one party to the other, in writing, within fourteen (14) days of act causing the grievance.

The party in receipt of the grievance shall schedule a meeting to hear the grievance and must make known its decision regarding the grievance within fourteen (14) days of the meeting. Failing settlement, the grievance may be submitted by either party to a single arbitrator as outlined in the Labour Relations Code.

6.2 Time Limits

The time limits expressed in the foregoing shall be exclusive of Saturdays, Sundays and Statutory Holidays and normal time off and may be extended by written mutual agreement between the parties.

6.3 Failure to Process

In the event that either party fails to process the grievance within the time limits established in this Article, that party shall be deemed to have conceded the grievance in favour of the other party.

6.4 Representative of Canadian Union of Public Employees

The Union or any member thereof shall have the right to have the assistance of representatives of the Canadian Union of Public Employees when dealing with or negotiating with the Employer. The Union shall not conduct any grievance handling or other Union activity on the Employer's property so as to interfere with an employee's performance of work during working hours, without the consent of the Employer. The Employer shall not deny to the Union reasonable access to its property to investigate and assist in settlement of a grievance.

ARTICLE 7 - EMPLOYMENT

7.1 Examinations

Probationary employees in Group I may be required to pass, to the satisfaction of the Caretaking Supervisors, an examination on caretaking procedures at the conclusion of

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classes designated by the Employer for that purpose and such classes will be at no cost to the employee. Such classes shall normally be held on weekdays and the employees shall receive their basic regular pay for attendance at these classes.

## 7.2 No Discrimination

The Employer shall not discriminate against any employee because of membership or activity in the Union, and neither the Employer nor the Union shall discriminate against any employee within the scope of this Agreement because of race, religious beliefs, colour, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status and sexual orientation provided that in no instance will two (2) members of the same immediate family be appointed to positions in the same work location.

For the purpose of this clause, "immediate family" shall be defined as the spouse or common-law spouse, parents, legal guardians, grandparents, brothers, sisters, children, grandchildren (and their respective spouses) of the employee and of the employee's spouse or common-law spouse and other persons as may be approved.

## 7.3 Notice of Termination of Employment by Employee

An employee shall give to the Employer one (1) calendar month's advance notice in writing of intention to terminate his employment with the Employer.

## 7.4 Personnel Records

On request, 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.

A copy of any report on or evaluation of an employee that is to become part of the employee's personnel record shall be given to the employee. The employee's written reply or comments in regard to such report or evaluation must also become part of the personnel record. Should an employee consider that an adverse report, made part of his personnel record, is unjust, he may grieve as provided for in Article 6 of this Agreement.

## 7.5 Probationary Period

The probationary period is the initial period of employment in a permanent position and shall be six (6) months. During such probationary period, employees may be discharged, disciplined or laid-off without reference to the grievance procedure and the Employer has no obligation to rehire such employees.

It is further understood that the probationary period shall be extended by any absences from work that fall within the said probationary period. Any absences from work that fall in July and August shall not extend the probationary period.

The probationary period shall continue through July and August, however, this time shall not be counted as part of the six (6) month probationary period.

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#### 7.6 Contracting-Out

No employees shall lose their employment nor suffer a reduction in regular wages or hours of work, as specified in this Collective Agreement, as a result of contracting-out.

#### 7.7 Technological Changes

- (a) Technological change means the introduction of new methods or machines which lead to a substantive difference in job content requiring new or greater skills than are currently used by present employees.
- (b) The Employer or its representative shall give the Union notice of any proposed technological change, which is likely to cause problems relating to lay-off and/or reduced hours of work.
- (c) In the event that the Employer introduces technological change which requires new or greater skills than are possessed by the present employee, such employee shall be able to apply for a transfer, or, at the expense of the Employer, be given a reasonable period of time, during which he may perfect or acquire skills necessitated by the new method of operation. There shall be no change in salary rates or wages during the training period of such employee and no reduction of pay upon being re-classified in the new position.

#### 7.8 Temporary Transfers

Should an employee be temporarily transferred to a position within the Employer not represented by Local 520, they shall continue to accrue their seniority in Local 520 for a period not to exceed twelve (12) consecutive months from the date of temporary transfer. Following this period of time, the employee shall be permitted to revert to a position comparable to their former position, wage or salary rate.

If the temporary transfer is to an exempt position, the employee will continue to pay union dues to Local 520 during this period. If the temporary transfer is to a position not represented by Local 520, then the employee will pay union dues to the other union.

The twelve (12) consecutive month's period refer to above, may be extended by written mutual agreement between the Union and the Employer.

### ARTICLE 8 - HEALTH AND SAFETY COMMITTEE

#### 8.1 Health and Safety Committee

The Employer and the Union shall maintain a Health and Safety Committee composed of an equal number of Union and Employer representatives, but with a minimum of two (2) Union and two (2) Employer members.

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8.2 Meeting Schedule

Committee meetings shall be scheduled during normal working hours unless unforeseen circumstances arise.

8.3 Frequency of Meetings

The Committee shall hold meetings every two (2) months or more frequently if agreed to by the Union and the Employer, for jointly considering, reviewing and improving health and safety conditions and practices.

8.4 Minutes

Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union.

## ARTICLE 9 - DISCIPLINE

9.1 Just Cause

No employee shall be disciplined or discharged except with just cause.

9.2 Right to Representation

Employees shall be advised of their right to Union representation before they are to be disciplined. If the employee chooses to have Union representation, reasonable notice will be provided, in order that the employee can consult with and arrange for Union representation to be present when they are to be disciplined.

9.3 Disciplinary Document

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.

9.4 Copy to Union

A copy of all discipline letters shall be forwarded to the Union.

9.5 Disciplinary Document Expiry

After two (2) years from the date of issuance of a disciplinary record, provided there have been no further disciplinary actions of a similar nature during this period, the disciplinary document will be removed from the employee's personnel file.

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

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## 9.6 Right to Grieve

An employee has the right to grieve any disciplinary action taken by the Employer. Suspension and dismissal grievances may commence at Step 2 of the grievance procedure.

## ARTICLE 10 - SENIORITY

### 10.1 Seniority

Seniority is defined as the length of service in the bargaining unit and shall operate on a bargaining unit wide basis.

After successful completion of the probationary period, an employee's seniority shall be retroactive to the date the employee commenced employment with the Employer.

Regular part-time employees who transfer from Cleaning Assistant (Classification 16) to Cleaner (Classification 12) shall, for the purpose of future postings only, have their seniority pro-rated by the number of hours worked daily divided by 8.

### 10.2 Seniority Lists

An up-to-date list shall be sent electronically to the Recording Secretary of the Union in January of each year. The list shall contain the current address, telephone number and the date upon which each employee commenced employment with the Employer.

### 10.3 Loss of Seniority

An employee shall not lose any seniority if he is absent from work because of sickness, accident, lay-off or leave of absence approved by the Employer. An employee shall lose his seniority in the event that:

- (a) his employment is terminated by the Employer for a cause and he is not reinstated,
- (b) he resigns his employment,
- (c) he is absent from work in excess of five (5) working days without notifying the Employer unless such notice was not reasonably possible,
- (d) following lay-off, he fails to return to work within seven (7) working days after delivery of said notice, unless his failure to return is due to illness or other reason in the discretion of the Employer deemed just cause,
- (e) he is laid-off for a period in excess of one (1) year,
- (f) he is promoted to a position outside the bargaining unit and remains in that position for a period in excess of one (1) year. During this period, the employee will retain their seniority but shall not accrue seniority.

## ARTICLE 11 - JOB POSTINGS

### 11.1 Job Postings

Vacancies in permanent classifications excluding classifications 12, 13, and 16 in Group I and classification 26 in Group II of Appendix "B" to this Agreement shall be posted by the Employer for a period of five (5) days exclusive of Saturdays, Sundays and other holidays. A time limit of five (5) days exclusive of Saturdays, Sundays and other holidays from the last date of posting will be placed upon receipt of applications. Postings will not be made during the months of July and August. A copy of all postings shall be sent to the Union.

### 11.2 Information in Postings

Such notice shall contain the following information: Nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range and location. Such qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state "This position is open to all qualified applicants."

### 11.3 No Outside Applicants

No outside applicants shall be processed until applications of present employees have been processed.

### 11.4 Role of Seniority in Promotions and Transfers

(a) Both parties recognize that, in making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications. Appointments from within the bargaining unit shall be made within three (3) weeks of end of posting.

(b) Should there be no qualified applicants for an Assistant Head Caretaker II or Assistant Head Caretaker I job posting, prior to advertising the position externally, the Employer will re-post the position and may offer the position to an applicant who holds a valid Alberta Building Operator's B Certificate or the Fifth Class Power Engineering Certificate of Competency and who is actively enrolled in the Fourth Class Power Engineering Certificate of Competency course. An employee who accepts the offer will be given up to two (2) calendar years to obtain the Fourth Class Power Engineering Certificate of Competency qualification. The employee will be paid at the Assistant Head Caretaker II or Assistant Head Caretaker I hourly rate of pay.

### 11.5 Trial Period

Successful applicants from within the bargaining unit shall be placed on a trial period of six (6) months. Conditional on satisfactory service, the employee shall be declared regular after the period of six (6) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of a new job classification, he shall be returned to his former position,

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or to a position comparable to his former position, wage or salary rate, without loss of seniority. It is further understood that the trial period shall be extended by any vacation time, authorized leave of absence that falls within the said trial period.

#### 11.6 Notification to Employees and Union

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each work location and electronically to the Union Office. The Union shall be notified of all appointments, hiring, lay-offs, transfers, recall and terminations of employment.

#### 11.7 Transfer

The Employer may transfer an employee to another position having the same classification and may transfer a relief employee to another position having a different classification when desirable for greater efficiency within the system. Where a relief employee is transferred to a position that has a lower rate of pay, the relief employee shall retain their rate of pay until the rate of pay of the transferred position is equal to or higher than the relief employee's current rate of pay.

#### 11.8 Reposting due to Illness, Injury or Disability

When an employee is off work because of illness, injury or disability for a continuous period of time in excess of twelve (12) months, the Employer may repost the position. Prior to reposting a position, the Employer will meet with the Union to discuss the need for reposting.

When the employee is medically fit and able to return to work after his position has been reposted, he shall provide a medical certificate from a qualified medical practitioner. The employee shall be returned to the first vacant position for which he is qualified, without loss of wages, benefits or seniority.

### ARTICLE 12 - LAY-OFF AND RECALL

#### 12.1 Order of Lay-off

When Lay-offs are necessary, the employees shall be laid-off in reverse order of seniority, provided the employees retained have the necessary qualifications to fill the available jobs.

#### 12.2 Order of Recall

Employees who are laid-off shall be recalled in the order of seniority, provided they have the necessary qualifications to fill the jobs available.

#### 12.3 Notice of Recall

Regular employees being recalled shall be notified by the Employer by telephone call or by Priority Post (signature required) to the last known address of such employee. The

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employee shall keep the Employer informed of his address. An employee so notified shall:

- (a) notify the Employer of their intent to accept recall within forty-eight (48) hours of the date of the telephone call or Priority Post notice, failure to advise within the time limit shall be deemed a refusal to return;
- (b) report to work within five (5) working days after the date of the telephone call or Priority Post notice; and
- (c) a copy of the recall notice shall also be delivered to the Secretary of the Union.

#### 12.4 Notice of Lay-off

When an employee is Laid-off, the Employer shall give him two (2) weeks notice thereof.

### ARTICLE 13 - HOURS OF WORK

#### 13.1 Normal Hours of Work

The normal hours of work shall be eight (8) hours per day, five (5) consecutive days per calendar week, to a total of forty (40) hours per week, from Monday to Friday inclusive. Regular hours of work for regular part-time employees, except as noted hereunder, will also be between Monday to Friday inclusive. Saturday and Sunday shifts at basic pay will be limited to the following:

- (i) regular part-time employees who give notice of intention to work on a Saturday or a Sunday.
- (a) During the Christmas holidays where school is not in session, the regular hours of work shall be seven and one-half (7 1/2) hours per day exclusive of one-half (1/2) hour lunch break. Regular Full-Time employees will continue to be paid at forty (40) hours per week. It is agreed and understood there shall be no increase in staffing hours as it relates to the staffing formula during this period.
- (b) Commencing the first Monday following June 30 and for a maximum of six (6) weeks provided school is not in session, the Employer agrees to implement a four-day work week schedule based on thirty-seven and one-half (37 1/2) work hours per week, exclusive of the one-half (1/2) hour lunch breaks. Regular Full-Time employees will continue to be paid at forty (40) hours per week. It is agreed and understood there shall be no increase in staffing hours as it relates to the staffing formula during this period.
- (c) Where school is not in session, all employees scheduled to work the afternoon shift shall start their shift at noon on the last day of school before Christmas, Easter and the last day of the school year.

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13.2 Relief Employees Shift

The work day of a Relief Employee shall not necessarily correspond to the work day of the employee being relieved.

13.3 Shifts

Work shifts for employees shall be as follows:

- (a) day shift - any shift that commences after 7:00 a.m. and before 2:00 p.m.
- (b) afternoon shift - any shift that commences after 2:00 p.m. or ends before 12:00 midnight.
- (c) night shift - any shift that commences after 10:00 p.m. and before 12:00 midnight.
- (d) shifts worked on weekends or holidays will be staffed at the above shift times except that pay will be at overtime rates as outlined in Article 14 of this Agreement for other than the classifications of employees noted in clause 13.1.

13.4 Shift Differential

A seventy-five cents (\$0.75) per hour shift differential shall be granted to employees assigned to work an afternoon or night shift (excluding overtime).

13.5 Meal and Rest Periods

All regular full-time employees working a day shift of eight (8) hours, shall have two (2) paid rest periods of fifteen (15) minutes duration and one (1) sixty (60) minute unpaid meal period.

All regular full-time employees working an evening or night shift of eight (8) hours, shall have two (2) paid rest periods of fifteen (15) minutes duration and one (1) thirty (30) minute unpaid meal period.

All part-time employees working a daily shift of five (5) or more hours shall have one (1) paid rest period of fifteen (15) minutes duration.

ARTICLE 14 - OVERTIME

14.1 Overtime Defined

Except time worked in accordance with clause 13.3 (d) and clause 14.7, all time worked beyond the normal work day, the normal work week or on a holiday shall be considered as overtime. A minimum of one and one-half (1 1/2) hours pay shall be paid on scheduled overtime that is an extension of the employee's regular shift for the first two (2) hours of overtime and double (2x) times thereafter.

\_\_\_\_\_ Initials \_\_\_\_\_

#### 14.2 Overtime of Regular Part-time Employees

In lieu of advance notice of 24 hours prior to commencing their regular shift, regular part-time employees in Group I categories 15 and 16, shall be paid at a rate of time-and-one half for hours worked beyond their regular daily shifts.

#### 14.3 Authorization to Work Overtime

No overtime shall be worked or paid for unless the overtime work has been authorized in advance by the Employer or its agent designate.

#### 14.4 Payment for Overtime

The Employer shall pay to employees for overtime worked after midnight and before 7:00 a.m., double (2x) times the applicable hourly rate set forth in Appendix "A".

The Employer shall pay to employees for overtime worked on Sundays double (2x) times the applicable hourly rate set forth in Appendix "A".

#### 14.5 Scheduled Call-Back Overtime

Employees shall be paid for a minimum of two (2) hours work at the rate set out in clause 14.1 for authorized scheduled overtime worked after the employee has left his work location following his regular shift.

#### 14.6 Call-Out Emergency Overtime

When, because of an emergency, an employee is called out to work overtime, he shall be paid for a minimum of four (4) hours, the first two (2) at one and one-half (1 1/2) times and the remaining two (2) hours at double (2x) times the basic hourly rate. Should an emergency situation develop at the time of an inspection of school buildings, as provided for in clause 14.7, an employee shall be paid the applicable amount for the inspection as provided in clause 14.6, plus one and one-half (1 1/2) times the basic hourly rate for the first two (2) hours and the remaining two (2) hours at double (2x) time, for calculation of overtime.

#### 14.7 Holidays and Days Off

An employee that works a regular shift on any holiday or on his regular day off shall be paid the rate of one and one-half (1 1/2) times for the first two (2) hours and double (2x) times the applicable hourly rate thereafter.

#### 14.8 Time Off in Lieu

By mutual agreement with his immediate supervisor, an employee may take time off in lieu of payment for overtime worked; time off so arranged must be taken within the calendar year in which the overtime is worked. Any outstanding time off remaining to an employee by way of this arrangement shall be paid out as salary at December 31st in

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any given year. Time off or pay-out shall be the applicable overtime rate for the overtime worked.

#### 14.9 Notice of Overtime

Except for checking of schools and emergencies, the Employer will provide twenty-four (24) hours' notice for overtime that can be anticipated and scheduled in advance. If an employee, because of a previous engagement or other reason, is unable to work overtime and so notifies the Employer twenty-four (24) hours in advance of scheduled overtime, the Employer will assign an alternative employee.

### ARTICLE 15 - NAMED HOLIDAYS

#### 15.1 Holidays Defined

For the purposes of this Agreement, the term "holiday" shall mean and include New Year's Day, Thanksgiving Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Labour Day, Remembrance Day, Christmas Day, Boxing Day, Alberta Heritage Day, Alberta Family Day, and any other day that is declared a holiday pursuant to statutory right of the City of Calgary, the Government of Alberta or the Government of Canada.

If Christmas Eve and New Year's Eve are on a working day, the employees will receive one-half (1/2) day off. All employees covered by this Agreement will be given one-half (1/2) day off during Stampede Week.

#### 15.2 Payment for Holidays

Employees will receive payment for holidays not worked at the regular rate of pay and regular part-time employees shall receive regular pay for the number of hours equivalent to the normal hours worked per day during the four-week period preceding the holiday provided that the employee:

- (a) has completed thirty (30) days of employment with the Employer during the previous twelve (12) months,
- (b) is not on leave of absence,
- (c) is not absent the last regular work day before or the first regular work day following the holiday, unless the employee has prior permission or produces acceptable proof of illness for such absence,

provided that any of the above conditions may be waived by the Employer.

#### 15.3 Payment for Holiday During Leave of Absence

An employee shall be paid for a named holiday when the holiday occurs while the employee is on compassionate leave or while the employee is on a leave of absence of up to seven (7) days that is combined with and immediately follows annual vacation.

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15.4 Holidays on Normal Day Off

When a holiday falls on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the employer.

ARTICLE 16 - VACATIONS

16.1 Vacation Entitlement

All regular full-time and part-time employees will be entitled to an annual vacation as follows:

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

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

Any regular full-time or part-time employee leaving the employment at any time in the year before the employee has had vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

Any regular full-time or part-time employee who leaves their employment prior to September 30th and who has taken vacation, shall have their final pay adjusted to reflect any overpayment/underpayment of vacation pay.

16.2 Date for Determining Eligibility

September 30th of each year shall be established as the date for determining eligibility of employees for annual vacation in accordance with clause 16.1. Accordingly, any employee whose date of commencement of service falls on or before September 30th shall in that year be eligible for annual vacation in accordance with clause 16.1.

16.3 Holidays During Vacation

If a holiday is observed during an employee's vacation, such employee shall be granted an additional day of vacation for each such holiday in addition to the vacation time determined in accordance with clause 16.1.

16.4 Employer to Schedule Vacation Periods

Employees shall be entitled to use earned vacation on a year round basis. Every effort shall be made to allow vacations when requested by employees, after having first considered the efficient operation of the department.

\_\_\_\_\_ Initials \_\_\_\_\_

All employees will be asked to indicate their preference for vacation time into HR Self Service by March 1st of each year in order that the Employer can establish and post an annual vacation schedule by March 31st of each year.

16.5 Unbroken Vacation Period

Employees, except those in Group II of Appendix "B" to this Agreement, are entitled to an unbroken vacation period during the months of July and August. Employees in Group II of Appendix "B", upon application, and in accordance with their entitlement under clause 16.1, will be permitted to a two-week vacation period during the months of July and August and the balance of their vacation at a time mutually agreed between the Employer and the employee.

Employees, upon being entitled to three (3) weeks or more vacation, shall be entitled, upon written request, to bank one (1) week per year of annual vacation to a maximum of four (4) weeks; there will be no cash payment in lieu of banked vacation entitlement.

16.6 Vacation Credit

For any absence from work in excess of thirty (30) consecutive calendar days, excluding Workers' Compensation of up to one (1) year, paid sick leave and vacation, an employee shall not earn any vacation credits for the entire period of absence.

Upon returning to work, an employee shall be entitled to use any vacation credits accumulated prior to the commencement date of the absence and shall qualify to earn vacation credits in accordance with the employee's years of seniority exclusive of the period of absence. In the case of a Long Term Disability absence, all vacation credits earned prior to the commencement of the absence shall be paid to the employee once the Long Term Disability absence exceeds one year.

16.7 Illness During Vacation

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.

16.8 Access to Leaves

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

- (a) is granted Bereavement Leave, as per clause 17.2; or
- (b) is granted Family Critical Illness Leave, as per clause 17.4; or
- (c) is granted Sick Leave, as per clause 17.1.1,

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

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

ARTICLE 17 - LEAVES OF ABSENCE

17.1.1 Sick Leave

During a calendar year, an employee shall be granted a leave of absence with pay up to twenty-four (24) working days accumulated on the basis of two (2) days per month, plus all accumulated sick leave, for:

- (a) necessary medical or dental treatment,
- (b) sickness or disability,
- (c) an accident for which compensation is not payable under the Worker's Compensation Act,
- (d) isolation by the Public Health Authorities.

For the purpose of calculating sick leave, time on holidays, vacation, or approved leave of absence of four (4) weeks or less will be counted.

17.1.2 Cumulative Sick Leave

The unused portion of sick leave with pay that an employee is entitled to in a calendar year under clause 17.1.1 shall accumulate for each consecutive year of employment with the Employer up to but not exceeding 165 days. In addition, an employee shall be entitled to the earned portion of sick leave under clause 17.1.1 for the current year for a total possible maximum cumulation of 189 days in any year.

17.1.3 Deductions from Sick Leave

Deductions shall be made from accumulated sick leave for all normal working days or hours (exclusive of holidays), that an employee is absent for reasons set out in clause 17.1.1.

17.1.4 Proof of Illness

An employee will be required to produce a District Medical Form for any illness in excess of three (3) working days, certifying that such employee is unable to carry out his duties due to illness.

17.1.5 District Medical Form

At the discretion of the Employer, an employee may be required to provide a District Medical Form, signed by a qualified medical practitioner, or with written notification (outlining the Employer's reasoning) to the employee and the Union, an employee may be directed to a medical examination and/or to a Functional Work Assessment. In either

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case, the Employer shall designate the medical practitioner and/or assessor and pay the cost thereof, except in the case of a District Medical Form required under clause 17.1.4.

#### 17.1.6 Cessation of Sick Leave

When an employee is laid-off, he shall not receive sick leave credit for the period of lay-off, but upon recall from lay-off he shall retain his cumulative sick leave earned, if any, that existed immediately prior to such lay-off.

An employee, commencing their fifth (5<sup>th</sup>) week of an approved leave of absence, shall cease accumulating sick leave credit, but on the expiration of such leave of absence he shall retain his cumulative sick leave earned, if any, that existed immediately prior to the fifth (5<sup>th</sup>) week of the leave of absence.

#### 17.1.7 Supplementation of Compensation Award

If an employee is prevented from performing his regular work with the Employer on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Compensation Act, the Employer will supplement the award made by the Compensation Board together with such supplementation 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 supplementation shall continue until the employee's cumulative sick leave is exhausted.

#### 17.1.8 Sick Leave Records

After the close of each calendar year, each employee is to be advised of the amount of sick leave accumulated to his credit.

#### 17.1.9 Change in District Medical Form

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

#### 17.1.10 Access to Leaves

Employees will have no access to any leave provisions while on sick leave.

#### 17.2 Bereavement Leave

Employees attending the funeral of a member of the employee's immediate family shall be granted three (3) days leave of absence with pay if the funeral is in the city of Calgary or five (5) days if the funeral is outside the city. If the employee does not attend the funeral, reasonable leave with pay may be granted by the Employer. Additional leave may be granted when, at the discretion of the Employer, circumstances warrant it.

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### 17.3 Immediate Family

For the purpose of clauses 17.2 and 17.4, "immediate family" shall be defined as the spouse or common-law spouse, parents, legal guardians, grandparents, brothers, sisters, children, grandchildren (and their respective spouses) of the employee and of the employee's spouse or common-law spouse and other persons as may be approved.

### 17.4 Family Critical Illness Leave

In the event of a critical illness of a member of the employee's immediate family, a leave of absence with pay up to five (5) days may be granted to an employee at the discretion of the Superintendent, Human Resources or designate.

### 17.5 Personal Leave

The Employer may grant a leave of absence without pay to an employee for any reason that the Employer considers sufficient.

During such leave, continuation of employee benefits shall be conditional upon the employee paying the full cost of such plans.

### 17.6 Maternity Leave

The Employer shall grant leave of absence without pay for a period of fifteen (15) weeks to an employee who has been employed for fifty-two (52) weeks, for maternity purposes subject to the following conditions:

(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 unless the employee supplies a District Medical Form that she is fit to return to work sooner, and
- iv) where the pregnancy of the employee interferes with the performance of her duties, the Employer may, by notice to the employee, require the employee to commence Maternity Leave.

(b) The employee shall give a minimum of six (6) calendar weeks' notice in writing of the day upon which she intends to commence Maternity Leave together with a District Medical Form certifying that she is pregnant and giving the estimated date of delivery.

(c) Except for the health related portion, maternity leave shall be without pay and the sick leave provisions and vacation provisions shall not apply.

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- (d) An employee hired to replace an employee on maternity leave shall be terminated when services are no longer required, unless accepted for alternate employment.
- (e) 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.
- (f) Upon receipt of four (4) calendar weeks' notification of availability, the Employer shall place the employee in her former position. If her former position does not exist, the Employer will place her in a comparable position.
- (g) An employee shall be granted two (2) days of leave with pay during the confinement of the employee's spouse for maternity purposes.

#### 17.7 Supplemental Employment Benefit (SEB) Plan

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

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

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

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

Employees shall submit a medical certificate recommending absence from work because of a condition relating to her pregnancy.

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

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

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

The Plan will be paid for the duration of absence from duties for a health reason relating to pregnancy, during Maternity Leave up to a maximum of 15 weeks. The duration of absence shall 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.

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

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

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

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

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

#### 17.8 Parental Leave

- (a) The Employer 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 17.6, 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 Employer 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 Employer shall place the employee in their former position. If their former position does not exist, the Employer will place the employee in a comparable position.
- (e) Parental Leave shall be without pay and the sick leave provisions and vacation provisions shall not apply.
- (f) During such leave, continuation of employee benefits shall be conditional upon the employee paying the full cost of such plans.

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### 17.9 Union Leave

Leave of absence without pay shall be granted, upon request to the Employer, to employees elected or appointed by the Union to represent the Union at conventions of the Canadian Union of Public Employees or other organizations with which the Union is affiliated, and at executive or committee meetings of the Union provided that the number of employees attending such convention or meetings shall not exceed five (5) Union members with a maximum of two (2) from Group IV, at any one time and the duration of such leave shall not be more than five (5) working days, unless otherwise mutually agreed.

The Union shall request the leave, in writing, from the Superintendent, Human Resource Services or designate, with as much notice as is feasible, indicating, the employee's name, the nature of the business and the time involved. An employee granted such leave shall continue to be paid by the Employer, and subsequently, the Union shall reimburse the Employer.

An employee who is elected or selected for a full-time position with the Union shall be granted leave of absence therefore without loss of seniority for a maximum period of one (1) year. Employees requiring such leave of absence shall give at least thirty (30) days' notice in advance and shall also give thirty (30) days' notice of desire to return to employment with the Employer.

An employee who has been selected to perform duties of any office of the parent union shall be granted leave of absence, without loss of seniority, for a maximum period of six (6) months. Employees requiring such leave of absence shall give at least thirty (30) days' notice in advance and shall also give thirty (30) days' notice of desire to return to employment with the Employer.

### 17.10 Jury Duty

An employee shall be granted by the Employer such time as is required for jury duty. The employee shall present proof of service and will return to the Employer such fees as are paid to them by the court for jury duty appearances.

### 17.11 Court Appearances

An employee shall be granted by the Employer such time as is required for appearance as a subpoenaed witness provided that the matter for which the employee is required to testify is not against the Employer or in an action commenced by the employee for financial gain. The employee shall present proof of service and will return to the Employer such fees as are paid to them by the court for such appearances.

## ARTICLE 18 - PENSION AND HEALTH PLANS

### 18.1 Pension Fund

All employees shall be required to participate in the Local Authorities Board Pension Plan. Date of eligibility for participation in the plan shall be the first day of appointment

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to regular staff. For the purpose of this clause, "regular status" shall be recognized after twelve (12) months of continuous employment with the Employer.

(a) All employees who retire in accordance with the Local Authorities Board Pension Plan Regulations shall receive a pro-rata retirement allowance based upon the following formula:

After ten (10) years' service	- 1 month's salary
After fifteen (15) years' service	- 2 months' salary
After twenty (20) years' service	- 2½ months' salary
After twenty-five (25) years' service	- 3 months' salary

18.2 Medical and Hospital Insurance

The Employer shall maintain group insurance plans to provide coverage for regular employees under Alberta Health Care Commission and a major medical plan. The Employer shall pay for each employee one hundred percent (100%) of the premium for Alberta Health Care, the major medical coverage, the Dental Plan and the Vision/Hearing Plan.

18.3 Group Life, Accidental Death and Dismemberment and Long Term Disability Insurance

The Employer shall effect and maintain a Group Life and Accidental Death and Dismemberment insurance and Long Term Disability Income Insurance and shall pay for each regular employee one hundred percent (100%) of the premium for Group Life and Accidental Death and Dismemberment. The employee shall pay one hundred percent (100%) of the premium for Long Term Disability Income Insurance.

18.4 Personal Health Spending Account

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

Contributions to the Personal Health Spending Account will be pro-rated for regular full-time and regular part-time employees who occupy a position less than one full-time equivalent (1.0 FTE) covered by this Agreement.

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 full-time and regular part-time employees leaving the employ of the Employer for any reason will automatically forfeit any unused balance.

18.5 Changes in Benefits Coverage

Should the Employer anticipate changes to the Benefit Plans (excluding Long Term Disability Insurance), the Employer shall formally discuss anticipated changes with the

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

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

Currently, employees pay the full premium cost for the Long Term Disability Insurance. If changes to the Long Term Disability Insurance are anticipated, the changes may be made at any time by mutual agreement between the Employer and the Union.

If in the future the Employer pays any portion of the premium cost for the Long Term Disability Insurance and if changes to the Long Term Disability Insurance are anticipated, then the changes shall occur through the discussion process referenced above.

#### ARTICLE 19 - ALLOWANCES AND ADDITIONAL CERTIFICATES

19.1 Subsidy of Cost of Obtaining Alberta Building Operator's B Certificate (or the Fifth Class Power Engineering Certificate of Competency) or Alberta Building Operator's A Certificate (or the Fourth Class Power Engineering Certificate of Competency)

Where an employee is required to obtain an Alberta Building Operator's B Certificate (or the Fifth Class Power Engineering Certificate of Competency) or an Alberta Building Operator's A Certificate (or the Fourth Class Power Engineering Certificate of Competency), the Employer will subsidize the cost of instruction to limit the employee's cost to \$10.00. Other courses required by the Employer of an employee to perform his work shall be paid for by the Employer with no loss of wages to the employee.

The Employer will reimburse an employee 100% of the cost of the yearly certification fee for the certificates referenced above.

19.2 Allowances

All employees assigned to two (2) or more permanent work locations shall receive the sum of \$20.00 per month.

19.3 Travel Allowance

The Employer shall pay to an employee authorized by the Employer to use their personal vehicle for travel between the Employer's buildings for the performance of work, a travel allowance at the prevailing rate approved by the District. On an annual basis, the Employer shall, in writing, notify the union of the prevailing rate.

The applicable employees shall submit their mileage claims monthly in sufficient details to the Supervisor of Caretaking for approval.

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ARTICLE 20 - PAYMENT OF WAGES

20.1 Wage Rates

Wage rates for the term of this collective agreement are as set forth in Appendix "A".

20.2 Substitution in Higher Wage Category

Where a regular employee substitutes for another employee in a higher wage category for a period of three (3) or more consecutive working days, such employee shall, during the period of substitution, be paid the wage rate applicable for the job classification in which he is substituting and that rate shall be retroactive to the first day of the substitute assignment.

20.3 Dates of Payment

The Employer will pay salaries and wages on the Friday of every second week. Regular part-time and hourly employees will also be paid every second week with any adjustments to regular hours worked paid at the next occurring pay period. Overtime earned in a two-week period shall be added to the wage payment due on the last Friday of the following two-week period.

20.4 Overpayment

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

The Employer 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 Employer and the employee shall arrive at a mutually acceptable schedule for the recovery of the overpayment prior to the Employer commencing deductions from the employee's pay.

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

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

ARTICLE 21 - GENERAL

21.1 Duties

The duties of employees shall be as established from time-to-time by the Employer. Work schedules approved by the Employer for Group I employees and copies of applicable regulations shall be posted at each permanent place of work.

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21.2 Parking Lots

Where available, parking lots with or without car heater outlets shall be provided at no cost to the employee.

21.3 Protective Clothing

Protective clothing will be issued without cost to the employee when it is considered necessary by management; such clothing shall remain the property of the Employer.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their respective officers, duly authorized hereunto, this \_\_\_\_ day of November, 2017.

THE BOARD OF TRUSTEES OF THE  
CALGARY ROMAN CATHOLIC  
SEPARATE SCHOOL DISTRICT NO. 1

THE CALGARY LOCAL NO. 520,  
CANADIAN UNION OF PUBLIC  
EMPLOYEES

\_\_\_\_\_  
Secretary-Treasurer

\_\_\_\_\_  
President

\_\_\_\_\_  
Director, Employee & Labour Relations

\_\_\_\_\_  
Recording Secretary

THE CANADIAN UNION OF PUBLIC  
EMPLOYEES

\_\_\_\_\_  
Representative

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Initials

APPENDIX "A" - SCHEDULE OF WAGESClassification

<u>Group I Employees:</u>	<u>Sept. 1, 2016</u>
1. Head Caretaker II	\$28.03
2. Head Caretaker I	\$27.62
3. Assistant Head Caretaker II	\$27.57
4. Assistant Head Caretaker I	\$27.29
5. Caretaker V	\$27.29
6. Assistant Caretaker V	\$26.83
7. Caretaker IV	\$26.83
8. Caretaker III	\$26.52
9. Caretaker II	\$26.35
10. Caretaker I	\$25.78
11. Relief Caretaker	\$27.19
13. Cleaner II	\$24.70*

\* For employees hired prior to June 28, 2000.

For employees hired on and after June 28, 2000, refer to 12. Cleaner classification on page 26.

<u>Group II Employees</u>	<u>Sept. 1, 2016</u>
Maintenance Repairman II	
17. Carpenter	\$36.65
18. Plumber	\$38.43
19. Controls Technician	\$38.43
23. Equipment Operator	\$27.51
24. Truck Driver	\$25.71
25. Driver	\$25.39
26. Labourer	\$24.39
27. Summer Grounds Maintenance Student Worker	\$16.62

Group IV Employees:

31. Material Handler/Vehicle Operator	\$27.19
32. Distribution Services Assistant	\$28.55

Group II Employees:

Maintenance Repairman I		
21. Computer Technician	Step 1	\$30.93
	Step 2	\$31.71
	Step 3	\$32.50
	Step 4	\$33.24
	Step 5	\$34.35
	Step 6	\$35.25
	Step 7	\$36.09
	Step 8	\$36.94
	Step 9	\$37.78

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 Initials

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

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.

<u>Group I Employees:</u>		<u>Sept. 1, 2016</u>
12. Cleaner	Step 1	\$19.91
	Step 2	\$22.40
	Step 3	\$24.90

The hourly pay rate incremental increase from Step 1 to Step 2 shall occur following:

- (a) the completion of 1,040 regular hours of work, or
- (b) the successful completion of the Employer's training course in caretaking procedures or holding a valid Alberta Building Operator's B Certificate or the Fifth Class Power Engineering Certificate of Competency.

The hourly pay rate incremental increase from Step 2 to Step 3 shall occur following:

- (a) the completion of 2,080 regular hours of work,
- (b) the successful completion of the Employer's training course in caretaking procedures, and
- (c) holding a valid Alberta Building Operator's B Certificate or the Fifth Class Power Engineering Certificate of Competency.

<u>Group I Employees:</u>		<u>Sept. 1, 2016</u>
16. Cleaning Assistant	Step 1	\$17.52
	Step 2	\$18.58
	Step 3	\$19.68
	Step 4	\$20.76
	Step 5	\$21.87

Hourly pay rate step increases occur following the accumulation of each five hundred and twenty (520) regular hours of work.

Changes in Classification

When the duties or functions of work in any classification are changed or increased, or where the Union and/or an employee feel he is unfairly or incorrectly classified, or when a position not covered in Appendix "A" is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

If a change in classification of an employee results in a pay reduction and said change of classification is caused by circumstances beyond the control of the employee, the level of pay of the employee will be frozen at the level currently being earned.

Items beyond the control of the employee will be deemed to be the number of teachers assigned to the school, the number of pupils enrolled at the school, the gross area assigned or the acres of school site. The freeze in classification of the employee will be continued until such time that the Employer is able to offer to the employee a job opening which would at least be equal to the classification of the job which he previously occupied prior to the change.

APPENDIX "B" - CLASSIFICATIONS

- A. The following are the classifications of employees, appointments to which shall be made by the Employer.

Group I

1. Head Caretaker II: An Employee who holds a valid Alberta Building Operator's A Certificate or the Fourth Class Power Engineering Certificate of Competency, and whose duties include scheduling of work, direction of staff and participation in general caretaking duties as required in a school building where the gross area is over 150,000 square feet, (13935m square).
2. Head Caretaker I: An Employee who holds a valid Alberta Building Operator's B Certificate or the Fifth Class Power Engineering Certificate of Competency and if employed in a school building containing a central refrigeration system, a valid Alberta Building Operator's A Certificate or the Fourth Class Power Engineering Certificate of Competency, and whose duties include scheduling of work, direction of staff and participation in general caretaking duties as required in a school building where the gross area is over 100,000 square feet (9290m square) up to 150,000 square feet (13935m square).
3. Assistant Head Caretaker II: An Employee who holds a valid Alberta Building Operator's A Certificate or the Fourth Class Power Engineering Certificate of Competency, and whose duties include the duties of Head Caretaker when that person is not on duty; and who is employed in a school building where the gross area is over 150,000 square feet (13935m square).
4. Assistant Head Caretaker I: An Employee who holds a valid Alberta Building Operator's B Certificate or the Fifth Class Power Engineering Certificate of Competency and if employed in a school building containing a central refrigeration system, a valid Alberta Building Operator's A Certificate or the Fourth Class Power Engineering Certificate of Competency, and whose duties include the duties of the Head Caretaker when that person is not on duty; and who is employed in a school building where the gross area is over 100,000 square feet (9290m square) up to 150,000 square feet (13935m square).
5. Caretaker V: An Employee who holds a valid Alberta Building Operator's B Certificate or the Fifth Class Power Engineering Certificate of Competency, and if employed in a school building containing a central refrigeration system, a valid Alberta Building Operator's A Certificate or the Fourth Class Power Engineering Certificate of Competency, and whose duties include scheduling of work, direction of staff and general caretaking duties as required in a school building where the gross area is over 75,000 square feet (6967.5m square) up to 100,000 square feet (9290m square).
6. Assistant Caretaker V: An Employee who holds a valid Alberta Building Operator's B Certificate or the Fifth Class Power Engineering Certificate of Competency, and if employed in a school building containing a central refrigeration system, a valid Alberta Building Operator's A Certificate, or the Fourth Class Power Engineering Certificate of Competency, and whose duties include the duties of Caretaker V when that person is

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Initials

not on duty; and who is employed in a school building where the gross area is over 75,000 square feet (6967.5m square) up to 100,000 square feet (9290m square).

7. Caretaker IV: An Employee who holds a valid Alberta Building Operator's B Certificate or the Fifth Class Power Engineering Certificate of Competency, and, if employed in a school building containing a central refrigeration system, a valid Alberta Building Operator's A Certificate or the Fourth Class Power Engineering Certificate of Competency, and whose duties include scheduling of work, direction of staff and general caretaking duties as required in a school building where the gross area is over 52,500 square feet (4877.25m square) up to 75,000 square feet (6967.5m square).
8. Caretaker III: An Employee who holds a valid Alberta Building Operator's B Certificate or the Fifth Class Power Engineering Certificate of Competency, and, if employed in a school building containing a central refrigeration system, a valid Alberta Building Operator's A Certificate or the Fourth Class Power Engineering Certificate of Competency, and whose duties include scheduling of work, direction of staff and general caretaking duties as required in a school building where the gross area is over 35,000 square feet (3251.5m square) up to 52,500 square feet (4877.25m square). Such employee may be required to complete his normal eight (8) hour shift in another school building.
9. Caretaker II: An Employee who holds a valid Alberta Building Operator's B Certificate or the Fifth Class Power Engineering Certificate of Competency, and, if employed in a school building containing a central refrigeration system, a valid Alberta Building Operator's A Certificate or the Fourth Class Power Engineering Certificate of Competency, and whose duties include scheduling of work, direction of staff and general caretaking duties as required in a school building where the gross area is over 17,500 square feet (1625.75m square) up to 35,000 square feet (3251.5m square). Such employee may be required to complete his normal eight (8) hour shift in another school building.
10. Caretaker I: An Employee who holds a valid Alberta Building Operator's B Certificate or the Fifth Class Power Engineering Certificate of Competency, and, if employed in a school building containing a central refrigeration system, a valid Alberta Building Operator's A Certificate or the Fourth Class Power Engineering Certificate of Competency, and whose duties include scheduling of work, direction of staff and general caretaking duties as required in a school building where the gross area is up to 17,500 square feet (1625.75m square). Such employee may be required to complete his normal eight (8) hour shift in another school building.
11. Relief Caretaker: An Employee who holds a valid Alberta Building Operator's B Certificate or the Fifth Class Power Engineering Certificate of Competency and whose duties include the scheduled duties of any Group I employee who is off duty and such other work as directed by the Employer.
12. Effective as of June 28, 2000:  
  
Cleaner - Step 3: An Employee who holds a valid Alberta Building Operator's B Certificate or the Fifth Class Power Engineering Certificate of Competency, who has successfully completed the Employer's training course in caretaking procedures and

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Initials

who has completed 2,080 regular hours of work for the Employer; and whose duties include general cleaning duties as scheduled by a Head Caretaker, Assistant Head Caretaker or Caretaker.

Cleaner - Step 2: An Employee who has successfully completed the Employer's training course in caretaking procedures or holds a valid Alberta Building Operator's B Certificate or the Fifth Class Power Engineering Certificate of Competency or who has completed 1,040 regular hours of work for the Employer and whose duties include general cleaning duties as scheduled by a Head Caretaker, Assistant Head Caretaker or Caretaker.

Cleaner - Step 1: An Employee without qualifications other than "on the job training" whose duties include general cleaning duties as scheduled by a Head Caretaker, Assistant Head Caretaker or Caretaker.

13. Cleaner II: An Employee who has successfully completed the Employer's training course in caretaking procedures or holds a valid Alberta Building Operator's B Certificate or the Fifth Class Power Engineering Certificate of Competency and has worked six (6) months for the Employer and whose duties include general cleaning duties as scheduled by a Head Caretaker, Assistant Head Caretaker or Caretaker.
16. Cleaning Assistant: A regular part-time employee who performs general cleaning duties as scheduled by the Supervisor, Caretaking Services. Such duties shall not include the care and operation of heating and ventilating equipment.

## Group II

- 17.-19. Maintenance Repairman II: An Employee who holds a valid Alberta Journeyman Trade Certificate and performs skilled work in one or more trade fields in the maintenance and repair of buildings, fixtures and equipment as well as fabricates new work. The Employer shall supply all necessary tools for this classification.
21. Maintenance Repairman I: An Employee with no trade qualifications at the journeyman level but who performs semi-skilled work in one or more trade fields in the maintenance of buildings, equipment and fixtures. The Employer shall supply all necessary tools for this classification.
23. Equipment Operator: An Employee who operates and performs minor servicing of light mobile equipment such as rubber-tired tractors, snowplows, towed mowers and landscaping equipment and who performs truck driving and labouring duties when so required by the Employer.
24. Truck Driver: An Employee who operates, loads, unloads, performs minor servicing of single axle trucks of gross vehicle weight in excess of 12,300 kg used to transport material, tools, equipment and personnel and who performs general labouring duties when not so engaged. Such employees shall be in possession of a valid Alberta Class 3 Operator's license.
25. Driver: An Employee who operates, loads, unloads and performs minor servicing of single axle vehicles of gross vehicle weight under 12,000 kg used to transport material,

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Initials

tools, equipment and personnel and who performs general labouring duties when not so engaged. Such employees shall be in possession of a valid Alberta Class 5 Operator's license.

26. Labourer: An Employee over 18 years of age who performs general unskilled labouring duties.
27. Summer Grounds Maintenance Student Worker: A high school, college or university student employed as a seasonal worker in grounds maintenance work during his/her summer vacation periods.

Group IV:

31. Materials Handler / Vehicle Operator: An Employee who, under direction of Assistant Distribution Centre Supervisor, ensures that all material is properly shipped and received at the Distribution Centre. Assists in loading and unloading of trucks. Follows up shortages, over-shipments, and damaged goods. Operates, loads, unloads District single axle vehicles used to transport materials, tools, equipment and supplies from and to all District locations and supplier sites. Performs other Distribution Centre duties as assigned.



APPENDIX "C" - STAFFING FORMULA

- A. The following formula is established by the Employer and incorporated in the Agreement for purposes of calculating the minimum daily man hour allotment of Group I employee time to be provided at each school building.
1. 8 man hours for every 9 teachers assigned to the school  
8 man hours for every 240 pupils enrolled at the school  
8 man hours for each 14,250 square feet (1486.4m square) of gross area  
8 man hours for each 4.5 acres (1.82ha) of school site.
  2. School buildings of 120,000 gross square feet (11148m square) of building area or more; 1 man hour per day for each 2,200 square feet (204.38m square) of net building area.  
  
Staff members currently included in the 1996 - 1998 Collective Agreement, will continue to maintain their position in the new Agreement with no reduction in hours, unless through personal choice or application for another position covered in the agreement.
  3. One occupied free standing portable classroom not linked to the main school building with a connecting corridor on a school site will for the purpose of this formula be equated to 1,300 gross square feet (120.77m square) or 1,200 net square feet (111.48m square).  
  
One occupied portable classroom linked to the main school building with a connecting corridor on a school site will for the purpose of this formula be based on the actual measured gross or net area of the portable classroom and any corresponding connecting corridor.
  4. Lists of schools (name and gross area) and average daily man hours allotted shall be furnished to the Secretary of the Union on October 15th and February 15th of each school year, this being for information purposes only and will not be an integral part of this Collective Agreement.
  5. No change in manpower services will be provided for unless the application of the formula changes the minimum average daily allotment by 0.5 hours per day in October or by 1.0 hours per day in February of each school year.
- B. Review Committee. If there is a disagreement in the application of the work formula in Appendix "C" of this Agreement, this disagreement shall be reviewed by a committee consisting of the Secretary Treasurer and a Trustee; if disagreement cannot be settled by the Union and the Caretaking Supervisor in the first instance.

LETTER OF UNDERSTANDING – CONTRACTING OUT

BETWEEN:

THE BOARD OF TRUSTEES OF THE CALGARY  
ROMAN CATHOLIC SEPARATE SCHOOL  
DISTRICT NO. 1

- and -

THE CALGARY LOCAL NO. 520, CANADIAN  
UNION OF PUBLIC EMPLOYEES

CONTRACTING OUT

The Employer agrees that it does not have the intention to contract out cleaning work of the bargaining unit that is not currently contracted out at this time. However, in the event the Employer believes it needs to consider using non-employees to perform bargaining unit work, the Union shall have the opportunity to make a submission to the Employer within thirty (30) calendar days of written notice to the Union.

This Letter of Understanding does not apply to bargaining unit work currently contracted out by the Employer.

DATED this \_\_\_\_ day of November, 2017.

THE BOARD OF TRUSTEES OF  
THE CALGARY ROMAN CATHOLIC  
SEPARATE SCHOOL DISTRICT NO. 1

THE CALGARY LOCAL NO. 520,  
CANADIAN UNION OF  
PUBLIC EMPLOYEES

\_\_\_\_\_  
Secretary-Treasurer

\_\_\_\_\_  
President

\_\_\_\_\_  
Director, Employee & Labour Relations

\_\_\_\_\_  
Recording Secretary

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Initials

LETTER OF UNDERSTANDING – SUBROGATION OF SICK LEAVE AND OTHER BENEFITS

BETWEEN:

THE BOARD OF TRUSTEES OF THE CALGARY  
ROMAN CATHOLIC SEPARATE SCHOOL  
DISTRICT NO. 1

- and -

THE CALGARY LOCAL NO. 520, CANADIAN  
UNION OF PUBLIC EMPLOYEES

SUBROGATION OF SICK LEAVE AND OTHER BENEFITS

All employees on their behalf and on behalf of their dependants, assign to the Employer, in consideration of benefits provided, all rights or recovery against any person whose action caused or contributed to an occurrence giving rise to the payments under such policies to any employee and/or the employee’s dependants. The Employer or their designate shall thereby subrogate on behalf of the employee or the employee’s dependants against such third party, for any amounts paid pursuant to these policies.

The employees, on their own and on their dependants’ behalf, agree that the subrogation rights of the Employer may exercised directly by the Employer or by the Employer assigning its rights of subrogation to the solicitor representing the employee or the employee’s dependants. Such assignment will be on the basis that the Employer shall negotiate, in its sole discretion, such amount by way of legal fees and costs in connection with the monies paid to the employee under the policies as it deems acceptable.

The Employer shall restore any employee benefits that are lost as a result of the absence that can be recovered via subrogation to the extent of the monies recovered from the third party.

DATED this \_\_\_\_ day of November, 2017.

THE BOARD OF TRUSTEES OF  
THE CALGARY ROMAN CATHOLIC  
SEPARATE SCHOOL DISTRICT NO. 1

THE CALGARY LOCAL NO. 520,  
CANADIAN UNION OF  
PUBLIC EMPLOYEES

\_\_\_\_\_  
Secretary-Treasurer

\_\_\_\_\_  
President

\_\_\_\_\_  
Director, Employee & Labour Relations

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Initials

LETTER OF UNDERSTANDING – POSITION PROFILES

BETWEEN:

THE BOARD OF TRUSTEES OF THE CALGARY  
ROMAN CATHOLIC SEPARATE SCHOOL  
DISTRICT NO. 1

- and -

THE CALGARY LOCAL NO. 520, CANADIAN  
UNION OF PUBLIC EMPLOYEES

POSITION PROFILES

The Employer agrees, during the term of this Collective Agreement, to commence a review of the classifications represented by CUPE Local 520 with a view to establishing current position profiles. Prior to final approval of the position profiles by the Employer, draft position profiles will be discussed with CUPE Local 520 for review and comment.

Upon completion of the review, the Employer and CUPE Local 520 agree to delete Appendix “B” - Classifications.

DATED this \_\_\_ day of November, 2017.

THE BOARD OF TRUSTEES OF  
THE CALGARY ROMAN CATHOLIC  
SEPARATE SCHOOL DISTRICT NO. 1

THE CALGARY LOCAL NO. 520,  
CANADIAN UNION OF  
PUBLIC EMPLOYEES

\_\_\_\_\_  
Secretary-Treasurer

\_\_\_\_\_  
President

\_\_\_\_\_  
Director, Employee & Labour Relations

\_\_\_\_\_  
Recording Secretary

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Initials

LETTER OF UNDERSTANDING – ME TOO CLAUSE

BETWEEN:

THE BOARD OF TRUSTEES OF THE CALGARY  
ROMAN CATHOLIC SEPARATE SCHOOL  
DISTRICT NO. 1

- and -

THE CALGARY LOCAL NO. 520, CANADIAN  
UNION OF PUBLIC EMPLOYEES

ME TOO CLAUSE

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

For the purposes of this Letter of Understanding, between the Employer and the Canadian Union of Public Employees, Local No. 520, should the ATA Letter of Understanding result in teachers receiving a general increase in section 2 and/or the lump sum payment in section 3 under the current language of the Letter of Understanding, then it would apply to members of CUPE Local No. 520.

The total amount of what members of CUPE Local No. 520 would receive cannot be higher than any of the negotiated increases/lump sum payments that teachers would receive.

DATED this \_\_\_\_ day of November, 2017.

THE BOARD OF TRUSTEES OF  
THE CALGARY ROMAN CATHOLIC  
SEPARATE SCHOOL DISTRICT NO. 1

THE CALGARY LOCAL NO. 520,  
CANADIAN UNION OF  
PUBLIC EMPLOYEES

\_\_\_\_\_  
Secretary-Treasurer

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President

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Director, Employee & Labour Relations

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Recording Secretary

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Initials