

COLLECTIVE AGREEMENT

BETWEEN

UNITED FOOD AND COMMERCIAL WORKERS
CANADA UNION, LOCAL NO. 401

AND

CALGARY QUEST CHILDREN'S SOCIETY

Renewal: August 31st, **2021**

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Article 1 – Purpose of Agreement

- 1.01 The purpose of this Agreement entered into by collective bargaining is to maintain a sound and satisfactory relationship between the Employer and its Employees, to establish the necessary procedures and provisions to assist both the Employer and the Union to accomplish their objectives, ***and to encourage effective communication between the Employer and the Union and its membership.***

Article 2 – Term of Agreement

- 2.01 This agreement, including Appendices there***in***, unless altered by mutual consent of both ***Parties*** here, shall be in force and effect from September 1st, ***2018*** up to and including August 31st, ***2021*** and from year to year thereafter unless notification of desire to amend or terminate be given in writing by either party during the period between sixty (60) and one hundred and twenty (120) days prior to the expiration date of this Agreement.
- 2.02 If notice has been given in accordance with Article 2.01 above, the Employer agrees not to alter terms and conditions of employment should negotiations continue beyond the expiry date or until a legal strike or lockout occurs.
- 2.03 Any notice required hereunder to be given shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope addressed:

in the case of the Employer to:

Principal

Calgary Quest Children's Society
3405 Spruce Drive SW, Calgary, AB T3C 0A5

and in the case of the Union to:

The President
United Food and Commercial Workers Canada Union, Local
No. 401

#100, 46 Hopewell Way N.E., Calgary, AB T3J 5H7

Article 3 – Definitions

- 3.01 "Code" is the *Alberta Labour Relations Code*, as amended from time to time.
- 3.02 "Union" is The United Food and Commercial Workers Canada Union, Local **No.** 401 (UFCW).
- 3.03 "Employer" is Calgary Quest Children's Society and includes such persons as may from time to time be appointed or designated to carry out administration duties in respect of the operation and management of the facility.
- 3.04 "Probationary Employee" is any Employee filling a position who is serving the required probation period.
- 3.05 "Local" means Local **No.** 401 of The United Food and Commercial Workers Canada Union, Local **No.** 401 (UFCW).

- 3.06 "Member" means an Employee of Calgary Quest Children's Society who is covered by this Collective Agreement and who is a member of the UFCW.
- 3.07 "Basic Rate of Pay" shall mean the incremental step in salary outlined in Article 14 of this Collective Agreement applicable to an Employee in accordance with the terms of this Collective Agreement, exclusive of all premium payments.
- 3.08 "School Year" shall mean the minimum number of days the Employer's facility is operating as required by the *School Act*, R.S.A. 2000, c. S-3 and Regulations.
- 3.09 "Teacher" means an individual who holds a certificate of qualification as a teacher issued by the Minister of Education under the *School Act*.
- 3.10 "Instructional **Assistant**" means a person that assists a Teacher during facility operating hours as defined in Article 15, Hours of Work and Overtime.
- 3.11 "Supported Employment Staff Member" means a person that provides services to the Employer's facility, for no more than three (3) hours per day, in a supported capacity that recognizes the member's personal limitations. The Employer further agrees that no more than fourteen (14) supported staff members will be employed at one time, during the term of this collective agreement;
- 3.12 "Non-teaching Employee" includes:
- (a) administrative staff;
 - (b) janitorial staff;

- (c) student support specialist;
- (d) behaviour strategist;
- (e) supported employment staff members;
- (f) a registered professional not classified as Teacher, including, but not limited to, **Therapists**;
- (g) any other Employee not defined under Articles 3.10, 3.11 and 3.12, above.

3.13 “Employee” shall mean a person covered by this Collective Agreement employed by the Employer.

3.14 At the time of hire, the employment status of each Employee will be determined in accordance with the following:

- (a) "Full-time Employee" is one who is regularly scheduled to work the full specified hours in Article 15, Hours of Work and Overtime, of this Collective Agreement;
- (b) "Part-time Employee" is one who is regularly scheduled for less than the normal hours of work specified in Article 15, Hours of Work and Overtime, of this Collective Agreement;
- (c) “Casual Employee” is one who:
 - (i) is regularly scheduled for a period of six (6) months or less for a specific job; or
 - (ii) relieves for absences the duration of which is six (6) months or less; or

(iii) works on a call-in basis and is not regularly scheduled.

(d) "Temporary Employee" is one who is hired on a temporary basis for a Full-time or Part-time position of more than six (6) months but less than twelve months.

3.15 "School days" means the days Employees are required to be at the Employer's facility between August and June.

Article 4 – Application

4.01 This Collective Agreement shall apply to all Employees covered by this Collective Agreement.

4.02 In the event that any word, phrase, sentence, Section or Article of this Agreement is declared invalid by any court of competent jurisdiction, only such word, phrase, sentence, Section or Article, shall be affected, and this Agreement shall be otherwise unaffected and shall continue in full force and effect.

4.03 Any changes deemed necessary in the Collective Agreement shall be made by mutual agreement at any time during the existence of this Collective Agreement. Such changes shall be in writing and duly signed by the authorized agents of the **Parties**.

4.04 Throughout this Collective Agreement, a word used in the singular applies also to the plural and vice versa, unless the context otherwise requires.

Article 5 – Union Recognition and Business

5.01 The Employer recognizes the Union as the sole bargaining agent for all Employees within the bargaining unit of the Union, Local **No.** 401.

5.02 This Collective Agreement shall apply to all Employees classified as Teacher, Instructional Assistant, and Non-teaching Employees except Supported Employment Staff Members, and to persons who are agreed between the **Parties** to be excluded from the bargaining unit or who have been determined by the Labour Relations Board to be excluded from this agreement under the provisions of the Labour Relations Code.

5.03 No Employee shall be required or permitted to make any written or verbal agreement that may be in conflict with the terms of this Agreement.

Union meetings on Employer time or on Employer property require prior permission of the Employer with the exception of those agreed to by the **Parties** under this Agreement.

5.04 All correspondence between the **Parties** shall be between designated representatives of the Employer and designated representatives of the Union. Both **Parties** shall advise each other, in writing, of the names of their representatives.

5.05 The Employer acknowledges the right of the Union to have a bulletin board at the Employer's facility for its exclusive use. The Union bulletin board already in use shall remain at its current location. Only the Union shall have a key to the bulletin board. The Union shall be allowed to post any matter relating to legitimate Union business.

- 5.06 The Employer shall advise new Employees of the fact that a Collective Agreement is in effect.
- 5.07 The Employer and the Union will each pay one-half (1/2) of the cost of printing enough copies of this Agreement to provide each Employee with one (1) copy. A copy of the Collective Agreement shall be provided to each Employee on commencement of employment by the Union or at the Union orientation. The printing of the Collective Agreement will be processed at a place determined by the Union.

Article 6 – Union Membership, Security, and Check-Off

- 6.01 Membership in the Union is mandatory for all Employees covered under this Collective Agreement and is also a condition of employment. Within seven (7) **S**chool days of ratification, the Employer shall schedule meetings with Employees on company time. A Union representative shall be present at the meetings. The Employer, at these meetings, shall require each **E**mployee to fill out all necessary documentation to secure Union membership.
- 6.02 During the orientation offered to new Employees in Article 11.04 and within seven (7) **S**chool days of any newly hired **E**mployee's first day of work, the Employer will provide to the Union thirty (30) minutes for a meeting between the newly hired Employee and the Union representative for a Union orientation presentation and to fill out all necessary membership information on time paid for by the Employer.
- 6.03 The Employer shall deduct the Union initiation fees, assessments, fines, penalties, levies, and **U**nion dues from the pay of all **E**mployees as may be requested by the Union. Union dues shall be a regular deduction. They shall be

deducted by the Employer from each **Employee's** monthly pay and remitted to the Union electronically. If an **Employee** is on a ten (10) month work configuration, the July and August dues shall be deducted on a pro-rata basis as additions to the already deducted Union dues.

- 6.04 The Employer shall on the first business day of every month, provide to the Union a list of the names, addresses, and telephone numbers of any new Employees in the bargaining unit, as well as any other changes with respect to the status within the bargaining unit including hirings, terminations, promotions, and leaves of absence.
- 6.05 The yearly dues paid by an **Employee** shall be recorded on the T4 slip issued by the Employer.
- 6.06 The Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the Employees covered by this Collective Agreement. Such notice shall be communicated to the Employer at least thirty (30) days prior to the effective date of change.

Article 7 – Union Stewards

- 7.01 The Employer acknowledges the **important** role of Union **Stewards** ***in the administration of the Collective Agreement between Employees and the Employer.***

The Union shall notify the Employer of the appointed **Union Stewards**.

- 7.02 With two (2) weeks' notice and subject to the operational requirements of the Employer, Union **Stewards** shall be released from the workplace to attend Union courses,

functions, or conventions. The Employer agrees to pay **Employees** for Union leave requested in writing by the Union, and bill the Union the wage and benefit cost. These **Union Stewards** shall otherwise be treated as though they were working, and shall accrue and enjoy seniority, benefits, and all other rights, privileges, and entitlements provided for under the **Collective Agreement**.

- 7.03** With reasonable notice of the need to do so, **Union Stewards** shall be allowed to attend new member orientations and to investigate grievances and workplace issues **without any loss of pay**.
- 7.04** ***The Union Steward must provide reasonable notice and obtain the approval of the Employer or a Teacher prior to leaving their assigned work. Such approval may not be unreasonably withheld.***
- 7.05** ***The Parties acknowledge that:***
- (a) A Union Steward is an Employee and has assigned work to do for the Employer.***
 - (b) A Union Steward may investigate grievances and complaints as they arise.***
 - (c) A Union Steward may meet with Employees confidentially during work hours with no loss of pay to investigate complaints related to the workplace. Such meetings may not exceed fifteen (15) minutes per work day.***
 - (d) A Union Steward may meet with the Employer during work hours with no loss of pay to discuss matters***

pertaining to the Collective Agreement or Employee concerns.

(e) A Union Steward may request and the Employer may provide information from the Employer relating to the investigation or discipline of Employees as contemplated in Article 23, within reason.

(f) A Union Steward has the right to counsel Employees who may be facing discipline as per Article 23.

7.06 Employees shall have the right to Union representation.

Article 8 – Management *and Employee* Rights

8.01 The Employer retains the sole and exclusive right to manage its operation in all respects except as may be limited or abridged by the specific provision of this Agreement.

8.02 Without limiting the generality of the foregoing, the Union acknowledges that it shall be the exclusive right of the Employer to operate and manage its business, including the right to:

(a) ***M***aintain order, discipline, and efficiency and to make, alter, and enforce, rules and regulations to be observed by an Employee, which are not in conflict with any provision of this Collective Agreement.

(b) Direct, hire, assign to positions and shifts including schedule, promote, classify, lay-off, and recall Employees in accordance with the **C**ollective Agreement.

(c) Demote, discipline, suspend, or discharge Employees for just cause, subject to the provisions of this Agreement.

8.03 Both **Parties** are committed to complying with the terms and conditions of the Collective Agreement.

Article 9 – Discrimination

9.01 The Employer and the Union agree there shall be no discrimination, restriction, or coercion exercised or practiced in respect of any Employee **or** either party by reason of race, colour, **ancestry, place of** origin, religious beliefs, gender, gender identity, **gender expression, age**, physical **disability**, mental disability, **marital status, family status, source of income, or sexual orientation, or any other prohibited grounds as provided in** the Alberta Human Rights Act, RSA 2000, c A-25.5, **as amended;**

- ***nor because of membership or non-membership or activity in the Union;***
- ***nor because of an Employee exercising any right outlined in the Collective Agreement.***

The foregoing does not apply with respect to a refusal, limitation, specification, or preference based on a bona fide occupational requirement.

9.02 ***The Parties agree that it is the responsibility of the Employer, the Union, and the Employees to adhere to the Harassment Policy of the Employer.***

- (a) There shall be no unwelcome physical or verbal conduct by any Party that demeans, belittles, or causes personal humiliation or embarrassment.**
- (b) Everyone at Calgary Quest School shall refrain from participating in gossiping.**
- (c) There shall be no verbal or physical conduct of a sexual nature by any Party.**
- (d) The Parties recognize the requirement for respect and dignity for all persons supporting a policy of zero tolerance for violence in the workplace and the right of the Employees to work in an environment free from discrimination and harassment.**
- (e) The Parties also recognize that Employees work with students who may exhibit behaviours that are inconsistent with this Article.**
- (f) The Employer shall have a Harassment Policy available to all Employees.**
- (g) Normal disciplinary and performance management measures shall not constitute harassment.**

Article 10 – Casual Employees

10.01 The following Articles shall not apply to Casual Employees:

Article 19 – Benefits

Article 20 – Sick Leave

Article 22 – Leave of Absence

Article 11 – Probationary Period

- 11.01 All Employees employed on the date of ratification of this Agreement shall be deemed to have completed the probationary period.
- 11.02 All new Teachers serve a probationary period of up to ten (10) months worked for each period of continuous employment from date of hire. The Teacher’s probationary period may be extended with consent of the Union by up to an additional three (3) months worked.
- 11.03 All other new Employees not covered under **Article** 11.02 shall serve a probationary period of three (3) months from date of hire. The Employee’s probationary period may be extended with consent of the Union by up to an additional three (3) months worked.
- 11.04 The Employer shall provide a paid orientation period for all new **E**mployees during the probationary period which shall commence no later than seven (7) **S**chool days from the Employee’s hire date.
- 11.05 An **E**mployee may not have their dismissal taken through the grievance and arbitration procedure if they have failed to complete their probationary period.
- 11.06 The probationary Employee shall receive a written evaluation for their performance. Where a shortcoming is identified during the course of the probationary period, **the** means by which improvements can be made shall be documented and shared with the probationary Employee and the Union Representative.

Article 12 – Seniority

- 12.01 “Seniority” shall be defined for all Employees as the length of continuous service with the Employer.
- 12.02 When an Employee completes the probationary period they shall be retroactively credited with their seniority to their date of hire.
- 12.03 Seniority shall be recognized only where specifically referenced in this Agreement.
- 12.04 Upon request from the Union, the Employer will supply the Union a seniority list setting out the names, position, status, and date of hire up to four **(4)** times per year.
- 12.05 An Employee shall lose their seniority when:
- (a) the Employee resigns or retires.
 - (b) the Employee is discharged for just cause and not reinstated through the grievance and arbitration procedure.
 - (c) when the position term of a position held by a **C**asual or Temporary **E**mployee comes to an end and the Employee ceases to be employed with the Employer.
 - (d) the Employee is absent in excess of five (5) consecutive **S**chool days without sufficient cause.

12.06 Temporary and Casual Employee:

- (a) In instances where **Casual Employees** services are retained for more than **six (6)** months, then they are deemed to be considered a **Temporary Employee**.
- (b) Current **Casual Employees** shall have the first opportunity at temporary positions in the **School**. Where qualifications, skills and abilities are deemed to be equal, positions will be granted by seniority. Successful **Employees** shall be credited for seniority on a pro-rata basis retroactive to their date of hire.
- (c) In instances in which a **Temporary Employee** is retained for more than one (1) **School** year, a permanent position is deemed to have been created and the **Employee** will have the right of first refusal for the created position. In this case, the **Employee's** seniority date will be retroactive to the **Employee's** date of hire. Gaps in employment over the summer break will not interrupt an **Employee's** continuous service for the purposes of this article.

Article 13 – Vacancies, Selections, Lay-offs

Vacancies

- 13.01 Where job vacancies occur and the Employer needs a replacement or where a new job is created, the position will be filled using the following procedure. A copy of all postings and the successful candidates will be forwarded to the Union.

- (a) The posting will be drafted and posted within three (3) **S**chool days. The posted vacancy is open for candidates to apply for the following seven (7) **S**chool days.
- (b) The posting shall state the job classification, qualifications and education, hours of work and pay rate, date of posting and closing date, and time of posting.
- (c) When circumstances require the Employer to fill a vacancy before the expiration of **seven** (7) **S**chool days the appointment shall be made on a temporary basis.
- (d) Applications for vacancies shall be in writing to the Employer.
- (e) Successful and unsuccessful applicants shall be informed by the Employer.
- (f) The position may be reposted in the event there is no response to the posting.

Selection

- 13.02 Promotions and vacancies shall be selected on the basis of seniority, providing the senior **E**mployee has the qualifications, skill, and ability to perform the work.
- 13.03 If no applicant has the qualifications, skill, and ability to perform the required work, the Employer may fill the vacancy at its discretion.
- 13.04 If an internal application is denied, the Employer will provide to the unsuccessful applicant and the Union a response for the applicants denial within seven (7) business days.

Lay-offs

- 13.05 Prior to laying off any **E**mployees, where staff reductions are necessary, the **E**mployer shall endeavor to effect such reductions first through attrition (retirement, voluntary resignation, leave of absence, etc.).
- 13.06 Prior to any lay-off notice being provided to any **E**mployees, the Employer will advise the Union at least one-week prior to the issuance of the individual lay-off notices in order to provide for discussion relating to such lay-off, including possible alternatives to the lay-off.
- 13.07 All lay-offs shall be conducted from the respective classifications in reverse order of seniority subject to qualification, skill, and ability.
- 13.08 The Employer will notify the affected Employee in writing.

Recall

- 13.09 Employees shall be recalled to their classification in order of their seniority subject to qualification, skill, and ability.
- 13.10 The Employer will send recall notices to the **E**mployees by registered mail to the **E**mployee's last known address on file with the Employer, and will send a copy to the Union office.
- 13.11 Employees recalled within one (1) year of their lay-off date shall retain their previous length of service for the purposes of seniority, benefits, vacations, and any and all entitlements provided under this Collective Agreement.

Article 14 – Salaries

Basic Rate of Pay

14.01 The basic rates of pay for each classification of Employee are set out in Schedule “A”.

14.02 Every Employee classified as Teacher, Instructional Assistant, or Therapist shall upon commencement of employment submit proof of:

(a) Certifications and/or qualifications, and

(b) Experience, in writing.

Such proof must be submitted within one hundred and twenty (120) days from the date of employment, in order to obtain, retroactively to the date of employment, an improvement in category placement and experience placement, respectively. Failure to do so will result in adjustments being made on the twenty seventh (27th) of the month following submission of proof deadlines, unless the submission of proof is beyond the control of the Employee. The one hundred and twenty (120) day deadline may be extended by mutual agreement.

14.03 Pending receipt of proof, the Employer shall place the applicant on the salary grid in accordance with their declared qualification and experience.

14.04 When assigning basic rates of pay for new Employees classified as Teachers, Instructional Assistant, or Therapist the Employer will consider the qualification, skill, and ability of the Employee as determined by the Employer. The Employer shall act reasonably in making this determination.

- 14.05 Each Employee shall, on the opening of the School Year, be placed on the next higher step on the grid for the appropriate category of education, only if the Employee has been continuously employed on or before February 1 of the preceding School Year.
- 14.06 Every Employee shall be granted only one (1) experience increment during any one **S**chool year.
- 14.07 Pre-ratification **E**mployees currently paid in excess of their corresponding placement on the wage grid shall maintain their current rate of pay until such time as their experience and/or educational levels result in a placement on the grid in excess of their current rate of pay (“red-circled”).

Salary Payment

- 14.08 All Full-time and Part-time Employees shall elect, upon commencement of each **S**chool year, by the third (3rd) day of work, or by September first (1st), whichever occurs first, whether to receive their salary over twelve (12) or ten (10) monthly payments, September to June, payable on the twenty-seventh (27th) of each month. The Employee’s election shall be deemed valid for the entirety of the **S**chool year and shall not be modified by either Employer or Employee.
- 14.09 *A Teacher hired to a temporary contract of employment no later than September 30 that extends to June 30 shall receive their annual salary over twelve (12) monthly payments, payable on the twenty-seventh (27th) of each month.***

14.10 All Temporary and Casual Employees, other than those described in Article 14.09, shall receive their salary on the twenty-seventh (27th) of each month for time accrued prior to the payment date.

Re-Employment

14.11 Employees who terminate employment from the Employer and are re-employed will be placed at the same increment or higher on the salary scale upon re-employment provided:

- (a) they are re-employed into the same or similar classification that they held prior to termination;
- (b) that their re-employment is within one (1) year of their prior termination.

Payroll Adjustments

14.12 Should the Employer issue an Employee an overpayment of wages and/or entitlements, then the Employer may make the necessary monetary or entitlement adjustments and take such internal administrative action as is necessary to correct such errors providing such corrective action is taken within six (6) months of the overpayment. If the Employer does not take such action within six (6) months of the alleged overpayment, the Employer is deemed to have waived its rights under this provision.

The Employer shall notify the Employee in writing that an overpayment has been made and discuss repayment options. By mutual agreement between the Employer and the Employee, repayment arrangements shall be made. In the event mutual agreement cannot be reached, the Employer

shall recover the overpayment by deducting up to ten (10%) percent of the Employee's gross earnings per pay period.

- 14.13 Should the Employer issue an **E**mployee an underpayment of wages and or entitlements, then the Employer shall make the necessary monetary or entitlements adjustments and take such internal administrative action as is necessary to correct such errors providing such corrective action is taken within one (1) pay period, or immediately if possible.

Article 15 – Hours of Work and Overtime

- 15.01 This Article defines the normal hours of work and provides the basis for calculating overtime.

The Employer reserves the right to establish the start and end times of shifts for Employees within the bargaining unit at the beginning of each **S**chool year.

- 15.02 Teachers

(a) *The daily work schedule for Teachers shall normally be seven and one half (7.5) hours and shall occur between the hours of 8:30 a.m. and 4:00 p.m. each Monday to Thursday and shall normally be seven (7) hours and shall occur between the hours of 8:30 a.m. and 3:30 p.m. each Friday. However, the Parties acknowledge that program and operational needs may require Schools and other work sites to establish alternative operational hours.*

(b) Pursuant to the School Act, no Teacher shall be required to render service for more than two hundred (200) days

or the equivalent in a **School** year, exclusive of statutory holidays unless mutually agreed.

- (c) A Teacher who agrees to render service in excess of two hundred (200) days shall be paid at the rate of 1/200 of the rate of **his**/her total salary for each day she is so employed in excess of two hundred (200) days.
- (d) Notwithstanding Article 15.02, Teachers shall accept the professional responsibility of having their classrooms operational on the opening day of **School** each **School** term, semester, or other division of the **School** year. Teachers shall accept the professional responsibility of completing all activities connected with **School** opening and closing.
- (e) It is understood that all Teachers are expected to participate in activities which are normal extensions of their professional responsibilities. These functions shall include, but are not limited to, consultations with Teachers, other Employees, and parents; preparation of written documentation, reports, and lesson plans; supervising students outside of instructional hours.

15.03 Non-Teaching Employee **and Instructional Assistant**

- (a) The **daily** work **schedule for Non-Teaching Employee and Instructional Assistant** shall **normally** be seven and one half (7.5) hours **and shall occur between the hours of 8:30 a.m. and 4:00 p.m.** each Monday to Thursday and **shall normally be** seven (7) hours **and shall occur between the hours of 8:30 a.m. and 3:30 p.m.** each Friday. **However, the Parties acknowledge that program and operational needs may require**

Schools and other work sites to establish alternative operational hours.

15.04 Part-Time Employees

- (a) The regular work shift for Part-Time Employees shall be less than the regular work shifts specified in Article 15.03 above.

15.05 Meal Periods and Breaks

- (a) ***Every Full-time Teacher shall be entitled to a forty-five (45) minute unpaid meal period and two (2) paid fifteen (15) minutes breaks per each full work day. A full work day shall be seven and one half (7.5) hours a day, Monday to Thursday and seven (7) hours on Friday, inclusive of the unpaid meal periods and break. It is understood that on Monday to Thursday, the fifteen (15) minute break cannot be taken in combination with the forty-five (45) minute unpaid meal period and cannot be taken at the end of the work day.***
- (b) ***Every Full-time Non-Teaching Employee and Instructional Assistant shall be entitled to a forty-five (45) minute unpaid meal period and two (2) paid fifteen (15) minutes breaks per each full work day. A full work day shall be seven and one half (7.5) hours a day, Monday to Thursday, inclusive of the unpaid meal periods and break and seven (7) hours on Friday, inclusive of the unpaid meal periods and break. It is understood that on Monday to Thursday, the fifteen (15) minute break cannot be taken in combination with the forty-five (45) minute unpaid meal period and one (1) of the fifteen (15) minute***

break must be taken at the end of the work day (3:45 p.m. to 4:00 p.m.). It is understood that on Fridays, the fifteen (15) minute break cannot be taken at the end of the work day.

- (c) Every Employee working less than seven hours (7) a day, each Monday to Friday, shall be permitted one (1) fifteen (15) minute paid rest period during each period of three point eight seven five (3.875) hours of work.**
- (d) The unpaid meal period shall not constitute hours of work and shall not be included in the calculation of overtime.**
- (e) Meal and rest periods shall commence when an Employee leaves their place of work and the Employee shall be back at their place of work when the minutes of the meal and the rest period expire.**
- (f) The actual times at which an Employee shall take meal period and rest periods shall be determined by the classroom Teacher or the Employer.**

15.06 Overtime

- (a) The Employer may require overtime from time to time.**
- (b) The Employee shall obtain written approval from the Employer prior to working overtime.**
- (c) Overtime will be paid at the rate of one and one half (1 ½) times the Basic Rate of Pay for all authorized hours of work in excess of eight (8) hours per day,**

continuous with, before, or after the daily scheduled hours, or in excess of forty-four (44) hours in a work week, whichever is greater, comprising of Monday to Sunday.

- (d) At the Employer's sole discretion, the Employer may require and the Employee shall take time off with pay in place of overtime pay in accordance with the Employment Standards Code, RSA 2000, c E-9, as amended.***

15.07 Staff Meetings and Professional Development Days

- (a) Every regularly scheduled Employee shall be required to attend all staff meetings periodically scheduled by the Employer unless excused for bona fide reasons such as doctor or professional appointments and pre-arranged personal commitments. The **E**mployee shall be paid at their applicable regular rate, and all time shall be considered time worked.
- (b) Every Employee required to participate in scheduled professional activities on non-instructional Professional Development Days shall be paid at their applicable regular rate of pay for such days provided the Employee attends and participates. The number and schedule of non-instructional Professional Development Days shall be determined by the Employer and shall notify **E**mployees at the beginning of the **S**chool year.

Article 16 – Named Holidays

16.01 Every Full-time Employee shall be entitled to the following Named Holidays:

New Year's Day	Family Day
Good Friday	Victoria Day
Canada Day	Heritage Day
Labour Day	Remembrance Day
Thanksgiving Day	Christmas Day
	Boxing Day

and any other general public holiday 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.

16.02 Employees will be paid for the regular number of hours which would have normally been worked by them on the above holidays, at the Employee's regular rate of pay.

16.03 All **E**mployees, including, but not limited to, Teachers, Instructional Assistants, and Non-teaching Employees, are not entitled to holiday pay:

(a) if the Employee is absent from their regular employment without the consent of the Employer or for bone fide illness or accident for all or part of their last regular working day preceding or their first regular working day following a recognized holiday;

(b) if the Employee is on lay-off status, **an unpaid leave of absence**, or on sick leave on the date of the recognized holiday;

- (c) *if the Employee does not work on a Named Holiday when required or scheduled to do so; or*
- (d) *the Employee is receiving benefits from the Workers' Compensation Board, Unemployment Insurance, Long Term Disability, or Long Term Disability Insurance.*

Article 17 – Vacation

- 17.01 Every Full-time Employee, Part-time Employee, and Temporary Employee shall be entitled to four (4) weeks' vacation with pay during the **S**chool year. The Employer shall determine the dates upon which vacation entitlement be used.
- 17.02 Casual Employees shall be entitled to vacation pay of four (4%) percent on each pay period payable on the twenty-seventh (27th) of each month.

Article 18 – Resignation

- 18.01 An Employee shall provide to the Employer twenty-eight (28) calendar days, or more, notice, of their desire to resign from their employment. **Such notice shall be in writing.**

Article 19 – Benefits

- 19.01 An **E**mployee will be considered eligible for coverage on the first day of their third (3rd) calendar month of employment.
- 19.02 **Provided** a Full-time or Part-time Employee meets the qualifying periods of employment for coverage and meets any

other requirements for participation as determined by the insurer, the Employer agrees to pay a total of **seventy-five (75%)** percent of the total cost of the premiums for the listed benefits below. The Employee acknowledges that it is a condition of employment that they enroll in certain benefits plans subject to the Employee demonstrating coverage through another insurer, in accordance with the Employers' insurers policy. The tax owing on benefit premiums and/or benefit coverages will be the sole responsibility of the Employees.

Group Benefit Plan:

Extended Health
Extended Dental
Life Insurance
Long Term Disability

Employee and Family Assistance Program

The above benefits are taxable benefits to Employees.

- 19.03 The Union acknowledges that the Employer shall have the right to determine the carrier for any of the benefit plans covered in the Article provided that any new plan is equal or better to the provisions of the existing plans.
- 19.04 The Employer agrees that if it changes insurance carriers or benefit coverages, it will notify the Union and the affected **Employees** of any resultant changes in coverages or benefits.
- 19.05 At the option of an Employee, the Employer shall deduct from the monthly salary of the Employee, as at the end of the month following enrollment, contributions of no less than fifty (**\$50.00**) dollars to a Registered Retirement Savings Plan (RRSP). The Employer shall match these contributions,

contributing an equal amount monthly to the RRSP. The Employer shall remit these amounts to the designated trustee no later than the twenty-seventh (27th) of the month following the month in which the deduction is made. The Employer shall make contributions to every Employee's Registered Retirement Savings Plan as follows:

Years of Service	Percentage Matched
0-4 years	Up to 2% of Employee's earnings
5+ years	Up to 5% of Employee's earnings

19.06 *When the Employer determines that the work performed by an Employee requires protective clothing or equipment to be worn, the protective clothing or equipment shall be provided without cost to the Employee. All such expenses must be approved by the Employer in advance.*

19.07 A copy of the Master policy or policies of the insured benefit plans shall be provided to the Union within ten (10) days of ratification and within ten (10) days of any changes to said policy or policies.

19.08 Should the Government of Alberta reintroduce healthcare premiums, the Employer will cover fifty (50%) percent of the cost of the premiums.

Article 20 – Wellness Time

20.01 Paid **Wellness Time** shall be provided to Full-time, Part-time Employees and Temporary Employees when they are absent from work due to a bona fide illness or injury that is not covered by the provisions of the Workers' Compensation Act, RSA 2000, c W-15. **Wellness Hours can be used for illness**

of the Employee or a family member, appointments, familial obligations, life emergencies, personal time, and other Employee obligations that require an Employee to have time off.

- 20.02 Each Full-time, Part-time *and Temporary* Employee *shall be* entitled to ***eighty-seven (87)*** hours of ***Wellness Time for each calendar year. Wellness Hours are non-cumulative from year to year and expire at the end of the year if it is not used. Wellness Time*** is pro-rated for *Part-time* Employees and Employees who commence employment part way through the year.
- 20.03 Employees may require a short period of absence from work with pay to attend to medical/dental appointments, which cannot be undertaken after working hours. Such hours shall be deducted from the Employee's ***Wellness Hours***. The Employer may require proof of attendance at such appointment ***and only the hours taken to attend the dental/medical appointment and/or other obligations shall be deducted from their Wellness Hours. It is the expectation that the Employee, unless requested otherwise, return to work as soon as the appointment has completed.***
- 20.04 Whenever possible, an Employee will provide the Employer with ***at least forty-eight (48) hours'*** notice of their intention to ***utilize their Wellness Hours prior to the leave. Employees and the Employer will discuss the timing of the leave and, whenever possible, the leave will be scheduled at a time that meets both the needs of the Employee and the need to minimize the operational impact of the leave.***

20.05 *Any portions of a full work day taken must be taken in full hour increments.*

Article 21 – Workers’ Compensation

21.01 Workers' Compensation Board coverage will be provided by the Employer for all Employees.

21.02 An Employee who is unable to work as a result of a disability incurred while on duty in the service of the Employer and who qualifies for benefits in accordance to the Workers’ Compensation Act will receive benefits directly from the Worker’s Compensation Board.

21.03 Employees will be eligible to apply for sick leave benefits during the period of time they are waiting for the receipt of their claim for WCB. Sick leave benefits will be payable provided:

- (a) the Employee meets the eligibility requirements for sick leave; and
- (b) the Employee assigns their WCB benefits to the Employer only to the extent that it is required for the Employer to recover the money that was paid out for sick leave once the WCB claim has been approved.

21.04 Employees shall not be paid sick leave benefits when they are absent from work and drawing Workers' Compensation.

21.05 An Employee who has been on Workers' Compensation in excess of thirty (30) calendar days and who is certified by the Workers' Compensation Board and the **E**mployee’s medical professional as fit to return to work and who is capable of

performing the duties of their former position, shall provide the Employer with fourteen (14) calendar days written notice of readiness to return to work. The Employer may accommodate return to work sooner than fourteen (14) calendar days where agreeable between the Employer and the Employee.

- 21.06 The Employee shall keep the Employer informed of a general prognosis in respect of their condition on an ongoing basis.

Article 22 – Leave of Absence

Maternity Leave

- 22.01** *The Employer shall grant maternity leave, without pay, in accordance with the provisions of the Employment Standards Code, RSA 2000, c E-9, as amended.*
- 22.02 Every Employee on *maternity leave* **shall have** the option to maintain the benefits described in Article 19 above with **one hundred (100%) percent** of the premiums payable by the Employee during the leave period.
- 22.03** *The Employee shall be returned to their classification upon the completion of their maternity leave.*

Parental or Adoption Leave

- 22.04** *The Employer shall grant parental or adoption leave, without pay, in accordance with the provisions of the Employment Standards Code, RSA 2000, c E-9, as amended.*
- 22.05** *Every Employee on parental or adoption leave shall have the option to maintain the benefits described in Article 19*

above with one hundred (100%) percent of the premiums payable by the Employee during the leave period.

22.06 The Employee shall be returned to their classification upon the completion of their **p**arental or **a**doption leave.

Bereavement Leave

- 22.07** (a) In the event of a death in the immediate family of an Employee, the Employer shall provide bereavement leave up to a maximum of five (5) consecutive working days with pay upon the death of a spouse, common-law spouse, fiancé, legal guardian, child, parent, or spouse's parent, step-parent, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandfather, grandmother, grand-parent-in-law, or grandchild or for special circumstances as approved by the Employer.
- (b) Requests for additional unpaid travel time or unpaid additional bereavement leave shall be considered by the Employer on a case by case **basis** and subject to operational requirements.
- (c) In cases where there is the death of an Employee or a member of the student body, upon consultation with the Employer, Employees may be granted bereavement leave to attend the funeral service. Additional unpaid time off shall not be unreasonably denied.
- (d)** Any Employee taking leave under this Article may be required to provide proof of death.

Citizen Ceremony Leave

22.08 *The Employer shall grant citizenship ceremony leave, without pay, in accordance with the provisions of the Employment Standards Code, RSA 2000, c E-9, as amended.*

Compassionate Care Leave

22.09 *The Employer shall grant compassionate care leave, without pay, in accordance with the Employment Standards Code, RSA 2000, c E-9, as amended.*

Critical Illness of a Child of Adult Family Member Leave

22.10 *The Employer shall grant critical illness of a child or adult family member leave, without pay, in accordance with the provisions of the Employment Standards Code, RSA 2000, c E-9, as amended.*

Death or Disappearance of a Child Leave

22.11 *The Employer shall grant death or disappearance of a child leave, without pay, in accordance with the provisions of the Employment Standards Code, RSA 2000, c E-9, as amended.*

Domestic Violence Leave

22.12 *The Employer shall grant domestic violence leave, without pay, in accordance with the provisions of the Employment Standards Code, RSA 2000, c E-9, as amended.*

Long-term Illness and Injury Leave

22.13 *The Employer shall grant long-term illness and injury leave, without pay, in accordance with the provisions of the Employment Standards Code, RSA 2000, c E-9, as amended.*

Personal and Family Responsibility Leave

22.14 *The Employer shall grant personal and family responsibility leave, without pay, in accordance with the provisions of the Employment Standards Code, RSA 2000, c E-9, as amended.*

Employment Standards Code Leave

22.15 *The Employer shall maintain the leaves that have been granted pursuant to the Employment Standards Code, RSA 2000, c E-9, as amended, at the time of ratification throughout the term of this Agreement.*

Leave for Union Business

22.16 The Employer agrees to grant necessary time off, without pay, and without discrimination, to not more than two (2) Employees at any one time, designated by the Union, as long as they are not from the same classroom. The leaves will be for a maximum of one (1) year to serve in an official capacity with the Union; provided that as much notice as is possible shall be given, and, in any event, not less than fifteen (15) days, and provided a suitable replacement can be made available by the Employer.

22.17 The Employer agrees to pay **E**mployees for Union Leave requested in writing by the Union, and bill the Union the wage

and benefit cost. **E**mployees on Union Leave of **A**bsence shall be credited for seniority hours or time based on what they would have received had they been at work. This shall be considered as time worked for all purposes under this agreement. The Employer will provide the **E**mployee with a copy of the seniority calculation.

Jury Duty

- 22.18** Employees on jury selection or jury duty shall furnish the Employer with such a statement of earnings as the Courts may supply. This does not apply if the **E**mployee is summoned on their day(s) off.
- 22.19** Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal **S**chool day remains to be worked.

Military Leave

- 22.20** An **E**mployee who is a member of the Canadian Armed Forces and is called to active duty will be granted the necessary leave of absence.

Voting Privileges

- 22.21** The Employer agrees that they will comply with any law requiring that an **E**mployee be given time off to vote.

Professional Development Commitment and Leave

- 22.22** The **E**mployer is committed to investing in its Employees and shall provide opportunities for training and professional development education for Employees. Where work-related training is available, Employees may request to attend such

training. Attendance at such training either during work hours will be recognized as part of the Employee's regular work. Permission to attend professional development education will be determined by the Employer on a case by case basis based on the training requested, applicability to the Employee's classification, cost, and operational requirements.

22.23 *Where possible, the Employer shall post opportunities in the lunchroom. Posting shall include number of Employees that can attend, application deadlines, and dates for the training. Applications shall be in writing and shall detail the Employee's reasons for taking the course. The applications will not be unreasonably denied.*

22.24 Funding for attending professional development training will be determined by the Employer on a case by case basis.

Article 23 – Discipline and Dismissal

23.01 Employees shall have the right to **a Union Representative or Union Steward** during a disciplinary meeting or discussion with the Employer that may lead to discipline or dismissal. The Employer shall schedule a disciplinary discussion with the Employee by giving advance notice, which shall not be less than twenty-four (24) hours.

23.02 In the event that a **Union Steward** or Union Representative is not available at a time, an Employee may be **placed on administrative leave** pending the disciplinary meeting and any time lost can be subject to a grievance.

23.03 An Employee who has been subject to disciplinary action pursuant to **Article 23.01** shall be cleared of the record of the disciplinary action.

- (a) For discipline excluding suspensions, after twelve (12) months of active employment exclusive of unpaid leaves of absence from the date the disciplinary action was invoked.
- (b) For discipline involving suspensions, after eighteen (18) months of continuous service exclusive of unpaid leaves of absence from the date the disciplinary action was invoked.

This shall be done provided the Employee's personnel file does not contain any further record of disciplinary action for the same or similar misconduct during the applicable time period set out in (a) and (b) above.

- 23.04 All discipline must be communicated and provided to the Employee and the Union in writing prior to being placed on the Employee's file.
- 23.05 The Employer agrees to adhere to the principles of progressive discipline.
- 23.06 Any Employee who wishes to be unrepresented by a **Union** Steward or Union Representative may only do so after consultation with a **Union** Steward or Union Representative.

Article 24 – Grievance Procedure

- 24.01 Any time limits under this Article may be extended by mutual agreement of the Parties in writing.
- 24.02 A grievance shall be defined as any difference concerning the interpretation, application, operation or alleged violation of this Agreement, and shall be handled in the following manner:

- (a) All Union and Employer grievances not submitted within ten (10) **School** days of the date of the event or, of the date on which the grievor(s) became aware or reasonably should have been aware of the event giving rise to the grievance, shall be considered abandoned.
- (b) The grievance must be presented in writing and signed by a representative of the Union, and must contain:
 - (i) full particulars of the facts giving rise to the grievance;
 - (ii) the provision(s) of the Agreement and/or any applicable legislation considered; and
 - (iii) the particulars of the remedy sought.
- (c) The Union or the Employer may, by notice in writing, withdraw their grievance at any stage of this grievance procedure.

Step 1

Upon receipt of the written grievance the Employer, or the Union in the case of a policy grievance, shall reply in writing within ten (10) **School** days. If either the Employer or Union fails to respond in writing within this time period, the matter will automatically move to the next step in this grievance procedure.

Step 2

If the **Parties** fail to settle the grievance in Step 1, the **Parties** shall meet within fifteen (15) days of the written response in Step 1. If a satisfactory resolve has not been reached, either

the Union or Employer may refer the grievance to Step 3(Arbitration).

Step 3 – Arbitration

- (a) All grievances that cannot be settled by the Employer and the Union in accordance with the grievance procedure may be submitted to a single arbitrator as set out below.
- (b) The single arbitrator shall be mutually agreed upon by the Union and the Employer. In the event that a single arbitrator cannot be mutually agreed upon, then an application for appointment of an arbitrator shall be made to the Director of Mediation Services for the Province of Alberta.
- (c) The arbitrator shall not be vested with the powers to change, alter, or modify any of the terms of this agreement but may interpret its provisions.
- (d) The decisions of the arbitrator shall be binding and enforceable to all **Parties**.
- (e) It is agreed that the expenses of the arbitrator shall be borne equally by both the Union and the Employer.

24.03 For the purposes of this Article, the time limits referred to herein shall be business days Monday to Friday, exclusive of Named Holidays. By mutual agreement of the Employer and the Union, the time limits specified in this Article may be extended at any Step.

24.04 The Union or the Employer may file a policy grievance in appropriate circumstances.

24.05 Expedited Arbitration for Termination

The **Parties** agree that, within ten (10) days of the decision at Step 2 of the grievance procedure, either party may notify the other in writing of their desire to submit a termination grievance to arbitration. If the **Parties** are unable to agree to a single arbitrator, they shall write to the Director of Mediation Services for the Province of Alberta to appoint a single arbitrator.

An arbitration hearing shall be scheduled within ninety (90) days, excluding July and August of each year.

Articles 25 – Strikes and Lockouts

25.01 The Union agrees that it will not cause, authorize, or sanction Employees to cause or take part in any sit-down, stay-in or slowdown, or any strike or stoppage of any of the Employer's operations or any curtailment of work during the term of this Agreement.

25.02 The Employer agrees that it will not cause, authorize, or sanction a lockout during the term of this Agreement.

Article 26 – Registration and Educational Allowances

26.01 Any **Employee** who requires registration or accreditation in a professional body in order to perform their work duties shall have up to **five hundred (\$500.00)** dollars of the annual fee for such registration or accreditation paid by the Employer. This allowance shall be paid to each eligible Employee on the first pay period in December, or on the Employee's third pay period if the Employee commences work at some time other

than the beginning of the **School** year. The payment of such allowance shall be pro-rated to the Employee's **Full-time** equivalency and to the amount of the **School** year worked by the Employee.

- 26.02 The Employee must provide evidence of registration in the professional body to the Employer, upon request, and prior to receiving the applicable registration allowance.

Article 27 – Employee Evaluations

- 27.01 Employee evaluations are important insofar as they offer guidance and direction in the professional development of Employees. Employee evaluations shall be conducted on an annual basis by the Employer. A copy of each Employee evaluation will be provided to the Union.
- 27.02 Upon written request of any Employee, the Employer shall provide to the Union the Employee files of the person making the request and records so requested.

Article 28 – Health and Safety

- 28.01 The Employer agrees to ensure as far as is reasonably practical to do so, the health and safety of the Employees in all areas of the **School** and **School** property.
- 28.02 The Employer agrees to comply with the *Occupational Health and Safety Act*, R.S.A. 2000, C O-2.
- 28.03 The Employer agrees to maintain adequate heating, cooling, and ventilation facilities in the **School**.

28.04 The Employer understands the dangers involved in some areas or jobs in the **S**chool, and may require Employees to have proper credentials or certified experience to do such tasks. The Employer agrees to the right for an **E**mployees to refuse unsafe work. The Employer will regularly conduct or review lockdown procedures and fire drills. Records of both lockdown procedures and fire drills will be posted for the Employees to review, and a copy shall be provided to the Union bi-annually.

Joint Worksite Health and Safety Committee

28.05 *The Employer, the Union, and the Employees are committed to supporting and promoting a healthy and safe working and living environment for all Employees and Students.*

28.06 *The Employer shall establish a joint worksite health and safety committee and the joint worksite health and safety committee's terms of reference.*

28.07 *The joint worksite health and safety committee shall be governed by its terms of reference and the Occupational Health and Safety Act, RSA 2000, c O-2, and all related amendments, acts, codes, and regulations.*

28.08 *The duties and responsibilities of the joint worksite health and safety committee shall be governed by its terms of reference and the Occupational Health and Safety Act, RSA 2000, c O-2, and all related amendments, acts, codes, and regulations.*

28.09 *The joint worksite health and safety committee shall be comprised of representatives of the Employer and the Employees. The Employer and the Union shall each appoint*

a minimum of two (2) representatives. There **shall** be equal or more **Employee** representatives than **Employer** representatives. ***The representatives of the Employees shall be appointed in accordance with the constitution of the Union.***

28.10 ***The joint worksite health and safety committee shall schedule meetings in accordance with its terms of reference and the Occupational Health and Safety Act, RSA 2000, c O-2, and all related amendments, acts, codes, and regulations.*** There shall be a minimum of five (5) meetings of the ***joint worksite health and safety*** committee per **School** year, in a mutually agreed location. The **Employer** and the **Union** shall maintain meeting minutes during the course of the meeting, and such records shall be kept and posted in the workplace. ***Should there be an urgent issue requiring the immediate attention of the joint worksite health and safety committee, either of the co-chairs of the joint worksite health and safety committee may call a special meeting to address the issue. An Employee shall be paid regular hourly rate for attendance at all joint worksite health and safety committee meetings.***

28.11 ***The joint worksite health and safety committee shall consider measures necessary to ensure the safety and security of each Employee on the Employer's premises and the Union may make recommendations to the Employer in that regard.***

28.12 The **Parties** agree to take reasonable steps to minimize the effect of the ***joint worksite health and safety*** committee's operations on the **Employer's** resources.

Article 29 – Union Access

29.01 Access to the premises of the Employer by authorized representatives of the Union shall be governed by the following principles:

- (a) Representatives of the Union shall not interfere with the instruction or care of students, or otherwise interfere in the operation of the School in the discharge of their functions.
- (b) The Employer shall not hinder, obstruct, coerce, or interfere with representatives of the Union in the discharge of their functions.

Subject to (a) and (b) above.

- (a) It is the function of the Union to investigate disputes, to present adjustments of grievances to the Employer, to counsel and assist **E**mployees in the administration of discipline, to advise new and current **E**mployees of their rights under this Agreement, and to distribute information to **E**mployees consistent with these purposes, including information about the administration of the Union.
- (b) Authorized representatives of the Union are entitled to be present on the premises of the **S**chool for these purposes.
- (c) A representative of the Union shall give three (3) hours' notice to the **E**mployer's designated representative of such a visit. In emergent circumstances, the representative may attend with lesser notice on permission of **M**anagement, which shall not be unreasonably denied.

- (d) Authorized representatives of the Union may attend on the premises of the School for other purposes with the consent of **M**anagement. Consent shall be sought on at least twenty-four (24) hours' advance notice and shall not be unreasonably denied.
- (e) Before making a request for an authorized representative of the Union to attend in the classroom during instructional time, the Union will consider whether it can adequately perform its function there through the presence of a Steward.
- (f) Before denying a request for an authorized representative of the Union to attend in the classroom during instructional time, the Employer will consider whether the attendance can be accommodated by a representative of **M**anagement being present.

Article 30 – Committees

30.01 Joint Labour-Management Committee

The Employer and the Union agree to establish a Joint Labour-Management Committee (JLM) to address issues of concern to Employees, the Employer and the Union.

The meetings will be held once between September and December and once between January and June of each year at a mutually agreed location. Topics of discussion will be provided in advance.

The Committee will include two (2) representatives from each the Employer and the Union and up to three (3) bargaining

unit **E**mployees. Upon mutual agreement, the **P**arties may convene other meetings in addition to those set out above.

The Committee shall be composed of:

- (a) up to four (4) representatives appointed by Management; and***
- (b) up to four (4) representatives appointed by the Union.***

**Article 31 – School Closure and Dismissal Notice or Pay in Lieu
Thereof**

31.01 Upon dismissal by the Employer, Employees shall be given individual notice in writing or pay in lieu thereof as follows:

- (a) One (1) week, if the Employee has been employed by the Employer for more than three (3) months but less than two (2) years.
- (b) Two (2) weeks, if the Employee has been employed by the Employer for two (2) years or more but less than four (4) years.
- (c) Four (4) weeks, if the Employee has been employed by the Employer for four (4) years or more but less than six (6) years.
- (d) Five (5) weeks, if the Employee has been employed by the Employer for six (6) years or more but less than eight (8) years.

- (e) Six (6) weeks, if the Employee has been employed by the Employer for eight (8) years or more but less than ten (10) years.
- (f) Eight (8) weeks, if the Employee has been employed by the Employer for ten (10) years or more.

31.02 The Employer shall not be deemed obliged to give any notice whatsoever or give any pay in lieu thereof, to any **E**mployee terminated for just cause and not reinstated through the grievance and arbitration procedure.

31.03 This article shall not be deemed to invalidate an **E**mployee's right under the grievance and arbitration procedure of this Agreement.

Article 32 – Travel Allowances

32.01 Employees required to use their vehicles for approved travel in connection with their employment shall be paid a travel allowance at the following rate:

Sixty cents (\$0.60) per kilometer

In calculating the above, travel shall be deemed to have commenced at the location of the **S**chool. Employees shall be eligible for reimbursement for parking charges (exclusive of fines) incurred while on **S**chool business.

32.02 Prior to any use of personal vehicles, Employees must have express written permission from the Employer, and have provided to the Employer proof of a valid driver's license and motor vehicle insurance.

Article 33 – Fresh Start Provision

33.01 The Employer agrees that upon ratification, all **E**mployees employed at the date of ratification shall have their disciplinary records fully expunged from their personnel files and any other files that may exist. To be clear, **E**mployees shall not be affected by any discipline records that may be on their files prior to ratification of this Agreement.

The provision shall take effect immediately upon Union ratification.

Upon ratification, **E**mployees shall have the right, with reasonable notice, to review their disciplinary and personnel files and records.

Article 34 – Class Size and Composition

34.01 The Employer and Union acknowledge that class size and adequate staffing are of fundamental importance and that appropriate class sizes and adequate staffing is in the best interests of the students and **E**mployees.

34.02 The **P**arties will convene, at the request of either party, a special meeting of the Joint Labour-Management Committee each **S**chool year to review and discuss **any** issues with respect to class size and staffing.

Article 35 – Staff Deployment

35.01 The Employee may provide the Employer with their preferred choice of classrooms.

35.02 *At the request of the Employee, the Parties will convene a meeting to review and discuss any issues with respect to classroom selection.*

35.03 *In all cases, staff deployment is the responsibility of the Employer and the Employer shall have the final and exclusive right to deploy the Employee in classrooms as it deems fit.*

Signed this _____ day of _____, **2019.**

For the Employer:

For the Union:

Employer Committee:

Bargaining Committee:

***Wilson Chan, Legal Counsel
Anita Skrzypczynski, Principal
Marian Bobak, Vice Principal
Barbara Pitts, President
(Board of Directors)
Scott Bolton, Vice President
and Treasurer (Board of Directors)***

***Shannon Lindquist
Krista Thom
Kayla Selsing
Natalie Watt
Ricardo de Menezes***

This Agreement was ratified ***May 16th, 2019.***

Letter of Understanding #1

Re: Part-Time Therapists

BETWEEN: CALGARY QUEST CHILDREN'S SOCIETY
Located at 3405 Spruce Drive SW in the City of
Calgary, Alberta
(hereinafter referred to as the "Employer")
OF THE FIRST PART.

AND: UNITED FOOD AND COMMERCIAL WORKERS
CANADA UNION, LOCAL NO. 401
(hereinafter referred to as the "Union")
Of THE SECOND PART

RE: PART-TIME THERAPISTS

1. The Employer and the Union recognize that the Employer engages highly skilled **T**herapists, and historically has offered all **P**art-time **T**herapists the option upon hire, to be either an independent contractor or **E**mployee when providing services to students. The Employer and Union further recognize that in order to continue to be able to attract and maintain these highly skilled **T**herapists, the employer needs to offer eligible candidates the ability to provide services as either an independent contractor or **E**mployee, and that such decision to enter into employment on those terms is solely the choice of the candidate for the position.
2. The Employer agrees that when making any employment offer to a candidate Therapist the Employer will do the following:
 - a. Follow the vacancy notification and posting requirements in Article 13;

- b. Provide all Part-Time Therapist candidates the option, upon hire, to be either an Independent Contractor or Employee and to provide the Therapist with a copy of the Collective Agreement at the time of discussing that option. The Employer will provide to the Part-Time Therapist candidate the contact information for the Union.
- 3.** Provided Contract and Employee Therapists are providing a similar function, preference in and the number of available hours for all Therapists shall be offered and granted by seniority, first, to Employee Therapists and thereafter to Contract Therapists.

Letter of Understanding #2

Re: Vacation

BETWEEN: CALGARY QUEST CHILDREN'S SOCIETY
Located at 3405 Spruce Drive SW in the City of
Calgary, Alberta
(hereinafter referred to as the "Employer")
OF THE FIRST PART.

AND: UNITED FOOD AND COMMERCIAL WORKERS
CANADA UNION, LOCAL NO. 401
(hereinafter referred to as the "Union")
Of THE SECOND PART

RE: ARTICLE 16 AND 17 OF THE COLLECTIVE AGREEMENT

This letter confirms agreement between the Employer and Union that for every Named Holiday (as that term is used in Article 16.1) that occurs during the vacation time of a Full-time Employee, Part-time Employee, or Temporary Employee, the vacation entitlement referenced at Article 17.1 of each such Employee will be reduced proportionately (by one day).

For the purpose of this Letter of Understanding, "vacation time" includes vacation days taken by the Employee, summer break, Christmas break, spring break, and any other such non-working day.

The Employer and Union acknowledge and agree that this Letter of Understanding meets the requirements of the Employment Standards Code, RSA 2000, C E-9, including but not limited to Article 31.

Letter of Understanding #3

Re: Signing Bonus

BETWEEN: CALGARY QUEST CHILDREN'S SOCIETY
Located at 3405 Spruce Drive SW in the City of
Calgary, Alberta
(hereinafter referred to as the "Employer")
OF THE FIRST PART.

AND: UNITED FOOD AND COMMERCIAL WORKERS
CANADA UNION, LOCAL NO. 401
(hereinafter referred to as the "Union")
Of THE SECOND PART

RE: Signing Bonus

This letter confirms that the Employer shall provide all Employees with a one (1) time lump sum payment of two hundred fifty (\$250.00) dollars following the ratification of the Collective Agreement. This payment shall be made in full and final satisfaction of any and all amounts owed pursuant to the clothing allowance set out in Article 19.6 of the previous Collective Agreement that expired August 31, 2018.

Letter of Understanding #4

Re: Benefit Plan

BETWEEN: CALGARY QUEST CHILDREN'S SOCIETY
Located at 3405 Spruce Drive SW in the City of
Calgary, Alberta
(hereinafter referred to as the "Employer")
OF THE FIRST PART.

AND: UNITED FOOD AND COMMERCIAL WORKERS
CANADA UNION, LOCAL NO. 401
(hereinafter referred to as the "Union")
OF THE SECOND PART

RE: Benefit Plan

This letter confirms that as at the date of signing indicated below, the Employer is in the process of negotiating with its benefits carrier for the purpose of implementing an improved benefits plan. The Employer and the Union have agreed that once the Employer receives the details of this group benefits plan, the details will be shared with the Union and the Employer and Union will meet to discuss whether there are options that provide better benefits at a similar price in comparison to the benefits plan proposed. Notwithstanding the fact that Parties will meet to discuss the details of the group benefits plan, the Employer reserves the exclusive right to select the group benefits plan at its discretion and of its choosing.

DATED AT Calgary, Alberta THIS _____ DAY OF _____, 2019

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION:

**CALGARY QUEST CHILDREN'S
SOCIETY**

**UNITED FOOD AND
COMMERCIAL WORKERS
CANADA UNION, LOCAL NO. 401**

Per: _____

Per: _____

Schedule "A"
Salary Grids

The wage scales shall reflect a half (0.5%) percent wage increase for all Employees for the 2018/2019 School year.

The wage scales shall reflect a one (1%) percent wage increase for all Employees for the 2019/2020 School year.

The wage scales shall reflect a two (2%) percent wage increase for all Employees for the 2020/2021 School year.

Teachers

Wages shown below based on annual salary paid over ten (10) months.

Level A: Qualified Teachers with 4 Year Degree (B.Ed.).

Level B: Qualified Teachers with Master’s Degree in teaching (M.Ed.).

Graduate Degree Recognition: Qualified Teachers holding a Graduate Degree in a relevant discipline that is not a M.Ed. shall be placed on Level B.

Level A ***CURRENT***

Step	Sept 1/17	0.50%	Sept 1/18	1.00%	Sept 1/19	2.00%	Sept 1/20
0	\$56,938.75	\$284.69	\$57,223.44	\$572.23	\$57,795.68	\$1,155.91	\$58,951.59
1	\$60,044.50	\$300.22	\$60,344.72	\$603.45	\$60,948.17	\$1,218.96	\$62,167.13
2	\$63,150.25	\$315.75	\$63,466.00	\$634.66	\$64,100.66	\$1,282.01	\$65,382.67
3	\$66,256.00	\$331.28	\$66,587.28	\$665.87	\$67,253.15	\$1,345.06	\$68,598.22
4	\$69,361.75	\$346.81	\$69,708.56	\$697.09	\$70,405.64	\$1,408.11	\$71,813.76
5	\$72,467.50	\$362.34	\$72,829.84	\$728.30	\$73,558.14	\$1,471.16	\$75,029.30

6	\$75,573.25	\$377.87	\$75,951.12	\$759.51	\$76,710.63	\$1,534.21	\$78,244.84
7	\$78,679.00	\$393.40	\$79,072.40	\$790.72	\$79,863.12	\$1,597.26	\$81,460.38
8	\$81,784.75	\$408.92	\$82,193.67	\$821.94	\$83,015.61	\$1,660.31	\$84,675.92
9	\$84,890.50	\$424.45	\$85,314.95	\$853.15	\$86,168.10	\$1,723.36	\$87,891.46
10 +	\$87,996.25	\$439.98	\$88,436.23	\$884.36	\$89,320.59	\$1,786.41	\$91,107.01

Level B

Step	Sept 1/17	0.50%	Sept 1/18	1.00%	Sept 1/19	2.00%	Sept 1/20
0	\$60,044.50	\$300.22	\$60,344.72	\$603.45	\$60,948.17	\$1,218.96	\$62,167.13
1	\$63,150.25	\$315.75	\$63,466.00	\$634.66	\$64,100.66	\$1,282.01	\$65,382.67
2	\$66,256.00	\$331.28	\$66,587.28	\$665.87	\$67,253.15	\$1,345.06	\$68,598.22
3	\$69,361.75	\$346.81	\$69,708.56	\$697.09	\$70,405.64	\$1,408.11	\$71,813.76
4	\$72,467.50	\$362.34	\$72,829.84	\$728.30	\$73,558.14	\$1,471.16	\$75,029.30
5	\$75,573.25	\$377.87	\$75,951.12	\$759.51	\$76,710.63	\$1,534.21	\$78,244.84
6	\$78,679.00	\$393.40	\$79,072.40	\$790.72	\$79,863.12	\$1,597.26	\$81,460.38
7	\$81,784.75	\$408.92	\$82,193.67	\$821.94	\$83,015.61	\$1,660.31	\$84,675.92
8	\$84,890.50	\$424.45	\$85,314.95	\$853.15	\$86,168.10	\$1,723.36	\$87,891.46
9	\$87,996.25	\$439.98	\$88,436.23	\$884.36	\$89,320.59	\$1,786.41	\$91,107.01
10 +	\$91,102.00	\$455.51	\$91,557.51	\$915.58	\$92,473.09	\$1,849.46	\$94,322.55

Therapists

Wages shown below based on annual salary.
Part-time **E**mployees paid based on .FTE.

Behavioral Support Specialists

Step	Sept 1/17	0.50%	Sept 1/18	1.00%	Sept 1/19	2.00%	Sept. 1/20
0	\$46,586.25	\$232.93	\$46,819.18	\$468.19	\$47,287.37	\$945.75	\$48,233.12
1	\$48,139.13	\$240.70	\$48,379.83	\$483.80	\$48,863.62	\$977.27	\$49,840.90
2	\$49,692.00	\$248.46	\$49,940.46	\$499.40	\$50,439.86	\$1,008.80	\$51,448.66
3	\$51,244.88	\$256.22	\$51,501.10	\$515.01	\$52,016.12	\$1,040.32	\$53,056.44
4	\$52,797.75	\$263.99	\$53,061.74	\$530.62	\$53,592.36	\$1,071.85	\$54,664.20
5 +	\$54,350.63	\$271.75	\$54,622.38	\$546.22	\$55,168.61	\$1,103.37	\$56,271.98

Registered Therapists

Step		Sept 1/18	0.50%	Sept 1/18	1.00%	Sept 1/19	2.00%	Sept. 1/20
0	\$52,797.75	\$62,000.00	\$310.00	\$62,310.00	\$623.10	\$62,933.10	\$1,258.66	\$64,191.76
1	\$55,903.50	\$65,000.00	\$325.00	\$65,325.00	\$653.25	\$65,978.25	\$1,319.57	\$67,297.82
2	\$59,009.25	\$68,100.00	\$340.50	\$68,440.50	\$684.41	\$69,124.91	\$1,382.50	\$70,507.40
3	\$62,115.00	\$71,300.00	\$356.50	\$71,656.50	\$716.57	\$72,373.07	\$1,447.46	\$73,820.53
4	\$65,220.75	\$74,500.00	\$372.50	\$74,872.50	\$748.73	\$75,621.23	\$1,512.42	\$77,133.65
5	\$68,326.50	\$77,700.00	\$388.50	\$78,088.50	\$780.89	\$78,869.39	\$1,577.39	\$80,446.77
6		\$80,800.00	\$404.00	\$81,204.00	\$812.04	\$82,016.04	\$1,640.32	\$83,656.36
7		\$83,200.00	\$416.00	\$83,616.00	\$836.16	\$84,452.16	\$1,689.04	\$86,141.20
8 +		\$87,600.00	\$438.00	\$88,038.00	\$880.38	\$88,918.38	\$1,778.37	\$90,696.75

Instructional Assistants

Wages shown below based on annual salary.
Part-time **E**mployees paid based on .FTE.

Level A: Zero to some post-secondary with less than 2 year diploma.

Level B: 2 year diploma or more but no 4 year degree from a post-secondary institution recognized in Canada.

Level C: 4 year degree from a post-secondary institution recognized in Canada.

Level A CURRENT

Step	Sept 1/17	0.50%	Sept 1/18	1.00%	Sept 1/19	2.00%	Sept 1/20
0	\$27,951.75	\$139.76	\$28,091.51	\$280.92	\$28,372.42	\$567.45	\$28,939.87
1	\$28,779.95	\$143.90	\$28,923.85	\$289.24	\$29,213.09	\$584.26	\$29,797.35
2	\$29,608.15	\$148.04	\$29,756.19	\$297.56	\$30,053.75	\$601.08	\$30,654.83
3	\$30,436.35	\$152.18	\$30,588.53	\$305.89	\$30,894.42	\$617.89	\$31,512.31
4	\$31,264.55	\$156.32	\$31,420.87	\$314.21	\$31,735.08	\$634.70	\$32,369.78
5	\$32,092.75	\$160.46	\$32,253.21	\$322.53	\$32,575.75	\$651.51	\$33,227.26
6	\$33,128.00	\$165.64	\$33,293.64	\$332.94	\$33,626.58	\$672.53	\$34,299.11
7	\$34,163.25	\$170.82	\$34,334.07	\$343.34	\$34,677.41	\$693.55	\$35,370.96
8 +	\$35,198.50	\$175.99	\$35,374.49	\$353.74	\$35,728.24	\$714.56	\$36,442.80

Level B

Step	Sept 1/17	0.50%	Sept. 1/18	1.00%	Sept 1/19	2.00%	Sept. 1/20
0	\$31,057.50	\$155.29	\$31,212.79	\$312.13	\$31,524.92	\$630.50	\$32,155.41
1	\$32,092.75	\$160.46	\$32,253.21	\$322.53	\$32,575.75	\$651.51	\$33,227.26
2 +	\$33,128.00	\$165.64	\$33,293.64	\$332.94	\$33,626.58	\$672.53	\$34,299.11

3	\$34,163.25	\$170.82	\$34,334.07	\$343.34	\$34,677.41	\$693.55	\$35,370.96
4	\$35,198.50	\$175.99	\$35,374.49	\$353.74	\$35,728.24	\$714.56	\$36,442.80
5	\$36,751.38	\$183.76	\$36,935.14	\$369.35	\$37,304.49	\$746.09	\$38,050.58
6	\$38,304.25	\$191.52	\$38,495.77	\$384.96	\$38,880.73	\$777.61	\$39,658.34
7	\$40,374.75	\$201.87	\$40,576.62	\$405.77	\$40,982.39	\$819.65	\$41,802.04
8 +	\$42,445.25	\$212.23	\$42,657.48	\$426.57	\$43,084.05	\$861.68	\$43,945.73

Level C

Step	Sept 1/17	0.50%	Sept 1/18	1.00%	Sept 1/19	2.00%	Sept. 1/20
0	\$34,163.25	\$170.82	\$34,334.07	\$343.34	\$34,677.41	\$693.55	\$35,370.96
1	\$35,716.13	\$178.58	\$35,894.71	\$358.95	\$34,693.02	\$693.86	\$35,386.88
2	\$37,269.00	\$186.35	\$37,455.35	\$374.55	\$37,829.90	\$756.60	\$38,586.50
3	\$38,821.88	\$194.11	\$39,015.99	\$390.16	\$39,406.15	\$788.12	\$40,194.27
4	\$40,374.75	\$201.87	\$40,576.62	\$405.77	\$40,982.39	\$819.65	\$41,802.04
5	\$41,927.63	\$209.64	\$42,137.27	\$421.37	\$42,558.64	\$851.17	\$43,409.81
6	\$43,480.50	\$217.40	\$43,697.90	\$436.98	\$44,134.88	\$882.70	\$45,017.58
7	\$45,551.00	\$227.76	\$45,778.76	\$457.79	\$46,236.55	\$924.73	\$47,161.28
8 +	\$47,621.50	\$238.11	\$47,859.61	\$478.60	\$48,338.21	\$966.76	\$49,304.97

Kitchen Staff

Wages shown below based on annual salary.
Part-time **E**mployees paid based on .FTE.

Kitchen Assistant

Step	Sept 1/17	0.50%	Sept 1/18	1.00%	Sept 1/19	2.00%	Sept. 1/20
0	\$26,398.88	\$131.99	\$26,530.87	\$265.31	\$26,796.18	\$535.92	\$27,332.11
1	\$27,951.75	\$139.76	\$28,091.51	\$280.92	\$28,372.42	\$567.45	\$28,939.87
2 +	\$29,504.63	\$147.52	\$29,652.15	\$296.52	\$29,948.67	\$598.97	\$30,547.65

Kitchen Manager

Step	Sept 1/17	0.50%	Sept 1/18	1.00%	Sept 1/19	2.00%	Sept 1/20
0	\$33,645.63	\$168.23	\$33,813.86	\$338.14	\$34,152.00	\$683.04	\$34,835.04
1	\$36,751.38	\$183.76	\$36,935.14	\$369.35	\$37,304.49	\$746.09	\$38,050.58
2 +	\$39,339.50	\$196.70	\$39,536.20	\$395.36	\$39,931.56	\$798.63	\$40,730.19

Janitorial Staff

Wages shown below based on annual salary.
Part-time **E**mployees paid based on .FTE.

Step	Sept 1/17	<i>0.50%</i>	<i>Sept 1/18</i>	<i>1.00%</i>	<i>Sept 1/19</i>	<i>2.00%</i>	<i>Sept. 1/20</i>
0	\$22,220.00	\$111.10	\$22,331.10	\$223.31	\$22,554.41	\$451.09	\$23,005.50
1	\$23,735.00	\$118.68	\$23,853.68	\$238.54	\$24,092.21	\$481.84	\$24,574.06
2	\$25,755.00	\$128.78	\$25,883.78	\$258.84	\$26,142.61	\$522.85	\$26,665.47
3 +	\$27,270.00	\$136.35	\$27,406.35	\$274.06	\$27,680.41	\$553.61	\$28,234.02

Signed this _____ day of _____, **2019.**

For the Employer:

For the Union:

Employer Committee:

Bargaining Committee:

***Wilson Chan, Legal Counsel
Anita Skrzypczynski, Principal
Marian Bobak, Vice Principal
Barbara Pitts, President
(Board of Directors)
Scott Bolton, Vice President
and Treasurer (Board of Directors)***

***Shannon Lindquist
Krista Thom
Kayla Selsing
Natalie Watt
Ricardo de Menezes***

This Agreement was ratified ***May 16th, 2019.***