

**AMENDED May 30, 2023**

**TO:**

**Vacation pay shall be paid in the second (2<sup>nd</sup>) pay period following the Christmas break, the pay period following Easter/Spring Break and at the end of May**

**FROM:**

ARTICLE 16 - VACATIONS

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

The remaining items as presented April 24, 2023 follow:

Note: bold print reflects change from current collective agreement.

The undersigned agree that the following amendments will be made to the 2018/2020 Collective Agreement.

Dec 2/22

Jan 18/23

Feb 6/23

Feb 18/23

March 24/23

**All Unifor members 3.75% increase as follows:**

<b>June 1, 2023</b>	<b>1.25%</b>
<b>September 1, 2023</b>	<b>1.00% Market Correction</b>
<b>February 1, 2024</b>	<b>1.50%</b>

**1. Effective as of September 1, 2023**

- Delete step 1 for Category 2 through Category 6
- Current steps 2, 3, 4, 5, 6, 7, 8, and 9 become Steps 1, 2, 3, 4, 5, 6, 7, and 8; and
- Add new Step 9 above Step 8 (at least a 2% increase for each step)

**2. August 31, 2024 (to be effective September 1, 2024)**

- Delete Step 1 and 2 for Category 2 through 6
- Current steps 3, 4, 5, 6, 7, 8, and 9 become Steps 1, 2, 3, 4, 5, 6, and 7; and
- Add new Step 8 and 9 above Step 7 (at least a 4% increase in each step)

The District wishes to amend “CALGARY ROMAN CATHOLIC SEPARATE SCHOOL ~~DISTRICT NO. 1~~” to read “CALGARY ROMAN CATHOLIC SEPARATE SCHOOL **DIVISION**”, wherever required throughout the Collective Agreement.

The District wishes to amend “THE BOARD OF TRUSTEES OF THE CALGARY ROMAN CATHOLIC SEPARATE SCHOOL ~~DISTRICT NO. 1~~” to read “THE BOARD OF TRUSTEES OF CALGARY ROMAN CATHOLIC SEPARATE SCHOOL **DIVISION**”, wherever required throughout the Collective Agreement.

The District wishes to amend “DISTRICT or District” to read “**DIVISION** or **Division**”, wherever required throughout the Collective Agreement.

New (to be added on Page 3 of the Collective Agreement, before ARTICLE 1 MANAGEMENT RIGHTS):

**LAND ACKNOWLEDGEMENT:**

**The Creator gifted us with this land that we are blessed to share and care for together. The Calgary Catholic School Division acknowledges that the land we gather on, Mohkinstsis, is the ancestral territory of the Siksikaitsitapi: the Siksika, Kainai, Piikani and Amskapi Pikuni. We acknowledge all the Treaty 7 signatories, including the Tsuut’ina people, as well as the Iyarhe Nakoda Nations: Bearspaw, Chiniki and Wesley. This land is also the home of the Métis Nation Region 3 and all others who call this place home.**

### **ARTICLE 3 – DURATION AND TERMINATION OF AGREEMENT**

- 3.1 Unless otherwise specifically provided for in this Agreement, This Agreement shall be binding and remain in effect from the first of the month following ratification by both parties to **August 31, 2024**.

### **ARTICLE 4 – DEFINITIONS**

- 4.5 A "temporary employee" is a person who is employed for the purpose of filling a permanent position which has temporarily become vacant or a temporary position as per clause 4.2, which shall not exceed twelve (12) consecutive months except as per clause ~~17.10~~ **17.11**. A temporary employee may be terminated at any time during the temporary assignment **in accordance with The Alberta Employment Standards Code**.
- 4.5 A "temporary employee" is a person who is employed for the purpose of filling a permanent position which has temporarily become vacant or a temporary position as per clause 4.2, which shall not exceed twelve (12) consecutive months except as per clause **17.11 and 19.3**. A temporary employee may be terminated at any time during the temporary assignment **in accordance with The Alberta Employment Standards Code**.

### **ARTICLE 4 – DEFINITIONS**

- 4.8 The District may employ casual employees in order to fill short-term vacancies on a day-to-day basis.

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

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

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

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

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

**Casual employees shall be paid on a bi-weekly basis which shall include vacation pay.**

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

Casual employees may apply for positions posted within the District.

## ARTICLE 5 – DISCRIMINATION

New:

- 5.2 **The District is committed to providing a working environment for its employees that is free of discrimination, harassment, violence and bullying. Each staff member employed by the District is provided with a warm, caring, respectful and safe environment that respects diversity and fosters a sense of belonging. The Division affirms its faith values and specifically its commitment to human rights, including its support for the principle that every member of the community has a right to equitable treatment without fear of violence, harassment or discrimination pursuant to Alberta occupational health and safety legislation and the Alberta Human Rights Act (excerpt from Administrative Procedure 170: *DISCRIMINATION /HARASSMENT/VIOLENCE/ BULLYING IN THE WORKPLACE*).**

## ARTICLE 6 - PROBATIONARY PERIOD

### 6.1 Probationary Period:

- (a) The probationary period is the ~~initial~~ period of employment in a permanent position, which shall be used to determine suitability, and compatibility for continued employment. **The probationary period shall be six (6) calendar months, exclusive of the Christmas holidays, Easter/Spring Break, July and August, and other breaks within the regular and modified school calendars.** Where the employee has been absent for a period of five or more consecutive work days, during this period, the probationary period shall be extended by the same amount of time. During the probationary period, employees may be discharged at the District's discretion upon the District concluding that such employee is unsuitable and/or not compatible.

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

Employees who transfer to a new position prior to the end of their probationary period shall have the time already served in their probationary period extended by three (3) months worked. Under no circumstances will this result in an employee serving a probationary period of less than six (6) months worked.

### 6.1 Probationary Period:

- c. Employees while serving ~~an initial~~ a probationary period of six (6) months worked in a permanent position, who accept another permanent position(s) will be required to serve a probationary period of six (6) months worked in each permanent position(s).

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

ARTICLE 7 - SENIORITY

7.2 A probationary employee shall begin to accumulate seniority as of the date the employee commenced employment. However, their seniority will not be recognized until they have successfully completed their ~~first~~ probationary period of employment as per clause 6.1 and shall cease upon termination of employment.

7.3 In the first week of May and October of each year, the District shall provide to the Union:

(a) a seniority list containing the name and the accumulated seniority hours of each employee in alphabetical order, and

(b) a seniority list based on total seniority hours in descending order.

These lists will be sent electronically to the Union.

An employee may question or grieve any inaccuracy within **two (2) months** ~~three (3) months~~ of receiving the list. Thereafter, the hours shall be considered as being established except for those names, which shall be deemed to have been deleted by application of Article 9, or transfer to an excluded position.

**ARTICLE 8.0 – JOB POSTINGS, PROMOTIONS AND TRIAL PERIODS** - CSSD agrees with Unifor’s proposal to delete 8.5.

ARTICLE 8 - JOB POSTINGS, PROMOTIONS AND TRIAL PERIOD

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

When the District is unable to assign these additional hours or fill the vacancy with a regular employee from the recall list, the District will post the vacancy ~~in a designated area at Central Office and at work sites for five (5) working days~~ **on eRecruit for three (3) working days.**

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

If the District is unable to allocate these additional hours of fifteen (15) or less to regular employees on recall, working at the school, the District will allocate these hours to employees currently in the same classification, who may be able to work the additional

hours, up to a total accumulated hours of work of thirty-five (35) per week. Qualifications, ability, and seniority must be considered when giving an employee the additional hours.

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

If the District is unable to allocate these additional hours of fifteen (15) or less to any employees currently employed at the school, the District will post the vacancy ~~in a designated area at Central Office and at work sites for five (5) working days~~ **on eRecruit for three (3) working days.**

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

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

When the District is unable to assign the Office Assistant position to a regular employee from the recall list, the District will post the vacancy ~~in a designated area at Central Office and at work sites for five (5) working days~~ **on eRecruit for three (3) working days.**

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

**Posted vacancies shall be filled from the employees within the bargaining unit. First consideration shall be given to regular employees who have the qualifications, ability, and seniority. Should no regular employee be selected based on qualifications, ability, and seniority, then second consideration shall be given to casual, probationary and temporary employees. Should no casual, probationary or temporary employee be selected based on qualifications and ability, then external applicants may be considered.**

- 8.4 A regular employee who fills a permanent position which has temporarily become vacant or a temporary position as per clause 4.2, which shall not exceed twelve (12) consecutive months except as per clause ~~17.10~~ **17.11**, shall upon the completion of the temporary assignment be placed in a comparable position to their position of record prior to taking the temporary assignment or shall be laid-off subject to recall, if no comparable position to their position of

record exists. The regular employee will continue to accrue seniority during the term of the temporary position.

- 8.7 The District shall electronically provide the Union with a competition report every fourteen ~~(10)~~ **(14) working calendar** days.

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

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

9.1 Layoff Procedure:

- (a) When positions become redundant, or when staff reduction is necessary or when the hours of work for any position **are reduced by more than five (5) hours per week**, regular employees will be retained in the job classification on the basis of the best qualifications, ability as determined by the Division and total seniority with the Division.
- (b) The Division shall provide fourteen (14) calendar days of written notice or two (2) weeks pay in lieu of notice, to regular employees being laid-off pending recall. The regular employee who is laid-off shall submit their current address and telephone number to Human Resources.

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

~~9.2 Automation:~~

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

9.3 Electronic Staffing Rounds:

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

- (i) Staffing Rounds will be scheduled commencing on or about August 15 of each year.
- (ii) In May of each year, the Division will determine the number of, the frequency of and dates of Staffing Rounds and will consult with the Union. Further, should changes be required the Division will notify the Union prior to communicating with affected regular employees.
- (iii) A memorandum outlining the Staffing Rounds will be sent to affected regular employees prior to the end of June of the school year.

~~(iv) All Electronic Staffing Rounds will open on Tuesdays at 1:00 p.m. and close on Thursdays at 1:00 p.m.~~

~~(v) Recall employee participation is recommended but not required in Electronic Staffing Round 1. Non participation will not be considered a "refusal".~~

(iv) Recall employees are required to participate in all **Staffing Rounds**. It will be considered a "refusal" for not participating in the required Staffing Rounds. Participating involves viewing the list of recall position(s) **in eRecruit** during the Rounds and the recall employee **will apply to** ~~providing a written indication of the~~ position(s) they are interested in ~~being placed into~~, or the recall employee **will provide** ~~providing~~ written indication that they are not interested in the current position(s) posted in the Staffing Round. ~~Written notification will be provided to Human Resources.~~

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

### **ARTICLE 13 – HOURS OF WORK**

#### 13.2 Meal and Rest Periods:

- (a) An employee working a daily shift of four (4) **but less than** five (5) hours, shall be scheduled one (1) fifteen (15) minute paid rest period.
- (b) An employee working a daily shift of five (5) hours, shall be scheduled one (1) thirty (30) minute rest period (fifteen (15) minutes of which shall be paid). If agreed to between the employee and the District, the rest period can be split into two (2) fifteen (15) minute break periods (one of which shall be paid).**
- (c) An employee working a daily shift of more than five (5) hours and up to seven (7) hours, shall be scheduled two (2) fifteen (15) minute paid rest periods with not less than a one-half (1/2) hour meal period, unpaid.

Principals/Supervisors normally schedule the rest periods before and after the meal period, or when and where the nature of the employee's work permits, but not adjoining the meal period or at the start and/or end of the employee's work day.

### **ARTICLE 14 - OVERTIME**

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

A "Time off in Lieu (TOIL) Planner" must be completed **by the employee, signed by the supervisor** and kept on file at the school **worksite**. ~~In addition, an "Employee Time Report" form must be completed and kept on file at the school.~~

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

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

#### **ARTICLE 15 - GENERAL HOLIDAYS**

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

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

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

#### **ARTICLE 16 - VACATIONS**

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

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

DELETE: Has been amended see above

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

#### **ARTICLE 18 - GENERAL LEAVE**

- 18.1 **The Division may, upon application, grant a leave of absence for up to one (1) year without pay for any reason the Division deems reasonable.**

**Requests for such leaves will be considered and decided on the merits of each individual case, based on the staffing needs of the Department and/or the Division.**

**During such leave, continuation of the Division Benefit Program shall be conditional upon the employee paying the full cost of such plans.**

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

**While on general leave without pay, an employee shall not accept employment with another employer or engage in self-employment for the purpose of immediate or deferred financial gain without the prior written approval of the Superintendent, Personnel Services.**

## **ARTICLE 19 - MATERNITY, ADOPTION, PARENTAL AND PATERNITY LEAVE**

### 19.1 Maternity Leave:

The District shall grant Maternity Leave without pay for a period of **sixteen (16)** calendar weeks to an employee who has been employed for **at least ninety (90) calendar days** without loss of seniority or years of service.

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

- (f) The District shall pay its portion of required group insurance premiums described in Article 33 during the Maternity Leave, inclusive of the health related portion.
- (g) An employee shall give the District **at least** four (4) weeks' **written** notice of their intention to terminate their employment at the completion of Maternity or Parental Leave.

19.2 Supplemental Employment Benefits (SEB) Plan:

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

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

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

The Plan is payable for a period during which an employee is not in receipt of E.I. benefits if the only reason for non-receipt is the claimant is serving a **one (1)** week E.I. waiting period.

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

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

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

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

The Plan will be paid for the duration of absence from duties for a health reason relating to pregnancy, during maternity leave up to a maximum of **sixteen (16)**. The duration of absence will be determined by a District Medical Form from the employee's physician or a midwife registered with the College of Midwives of Alberta. After ninety (90) consecutive working days of disability, the employee shall apply for Long Term Disability Insurance benefits and the Plan payments shall cease.

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

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

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

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

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

### 19.3 Parental Leave:

- (a) The District shall grant Parental Leave to an employee who has been employed for **at least ninety (90) calendar days** as follows:
  - (i) to an employee entitled to Maternity Leave as per clause 19.1, a period of not more than **sixty-two (62)** consecutive weeks immediately following the last day of Maternity Leave;
  - (ii) to an employee who is the father **and who has been employed for at least ninety (90) calendar days**, a period of not more than **sixty-two (62)** consecutive weeks within **seventy-eight (78)** weeks after the child's birth;
  - (iii) to an employee who is the adoptive parent **and who has been employed for at least ninety (90) calendar days**, a period of not more than **sixty-two (62)** consecutive weeks within **seventy-eight (78)** 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 **sixty-two (62)** consecutive weeks. The District is not required to grant Parental Leave to more than one (1) employee at a time.
- (c) The employee shall, where possible, give a minimum of six (6) calendar weeks' notice in writing of the day upon which the employee intends to commence Parental Leave.
- (d) Upon receipt of four (4) weeks' **written** notification of availability, the District shall place the employee in their former position. If their former position does not exist, the District will place the employee in a comparable position to their position of record as soon as one becomes available.
- (e) Parental Leave shall be without pay, sick leave allowance or vacation entitlement.
- (f) During such leave, continuation of employee benefits shall be conditional upon the employee paying the full cost of such plans.

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

#### ARTICLE 20 - COMPASSIONATE LEAVE

#### ARTICLE 20 - BEREAVEMENT LEAVE

~~20.1 An employee attending the funeral of a near relative shall be granted three (3) days leave of absence with pay if the funeral is in the City of Calgary or five (5) days leave of absence with pay if outside the City. If the employee does not attend the funeral, reasonable leave with pay may be granted upon request. Additional leave may be granted when, at the discretion of the District, circumstances warrant it.~~

20.1 Employees attending the funeral or memorial service of a member of the employee's immediate family may be granted up to five (5) days leave of absence with pay. If the employee does not attend the funeral or memorial service, reasonable leave with pay may be granted by the Superintendent, Personnel Services or designate. Additional leave may be granted when, at the discretion of the Superintendent, Personnel Services or designate, circumstances warrant it.

A Funeral Service is a service held to memorialize a deceased person with their body present. A Memorial Service is a service held to memorialize a deceased person with their body not present. If a burial occurs prior to the service for a loved one, the service is considered a Memorial Service.

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

#### ARTICLE 21 - FAMILY CRITICAL ILLNESS AND EMERGENCY LEAVE:

#### ARTICLE 21 - COMPASSIONATE LEAVE:

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

21.1 In the event of major surgery or critical illness of a member of the employee's immediate family or other family emergency, an employee shall be granted a leave of absence with pay of up to five (5) days by the Superintendent, Personnel Services or designate. For the purpose of this clause, "major surgery" shall be defined as a surgical procedure that involves general anaesthesia, spinal anaesthesia or respiratory assistance. For the purpose of this clause, "critical illness" shall be defined as an emergent or life-threatening situation or medical condition with a significant risk of death within twenty-six (26) weeks. For the purpose of this clause, a "family emergency" shall be defined as an urgent and unforeseen requirement to attend to the care or health of a member of the employee's immediate family.

**In addition the employee may request vacation or unpaid leave of absence as may be required for this purpose.**

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

#### ARTICLE 27 - DEDUCTION OF DUES AND UNION BUSINESS

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

27.5 **Social Justice Fund:**

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

#### ARTICLE 29 – MILEAGE ~~CAR~~ ALLOWANCE

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

**The Division shall pay to an employee who is authorized by the Division to use the employee's personal vehicle as a means of transportation to work assignments at different locations during working hours and compulsory training, a mileage allowance at the prevailing rate approved by the Division. On an annual basis, the Division shall, in writing, notify the Union of the prevailing rate.**

#### ARTICLE 30 – PROTECTIVE CLOTHING

**Personal Protective Equipment will be issued without cost to the employee when it is considered necessary by the Division, in accordance with the Division's Occupational Health & Safety Manual and Safe Work Practices Manual. Personal Protective Equipment will remain the property of the Division.**

#### ARTICLE 33 – BENEFITS

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

Plan	District Share of Premium	Employee Share of Premium	Optional for Employees 17.5 hrs. /wk. or more
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<del>E. Alberta Health Care</del>	<del>85%</del>	<del>15%</del>	<del>No, unless spouse has coverage.</del>
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~~33.6 If an employee is prevented from performing regular work with the District on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Workers' Compensation Act, the District will supplement the award made by the Workers' Compensation Board such that the total compensation will equal the employee's regular wage, and the employee's cumulative sick leave shall be reduced in the same proportion that the supplementation bears to the employee's regular wage. Such supplement shall continue until the employee's cumulative sick leave is exhausted. Vacation entitlement and sick leave shall not accrue beyond the last day worked.~~

33.6 When an employee is injured during the course of their work, they are required to notify their Supervisor immediately and make a claim to the Workers' Compensation Board. The Workers' Compensation Board determines if the claim will be accepted.

When an employee is prevented from performing their regular work with the District on account of an occupational accident or injury recognized by the Workers' Compensation Board as compensable within the meaning of the Workers' Compensation Act, the Employer will supplement the award made by The Workers' Compensation Board for loss of wages to the employee by an amount which, when added to the award will equal one hundred percent (100%) of the employee's regular net wage (gross minus Canada Pension Plan (CPP) and Employment Insurance (EI) deductions). The employee will continue to receive their regular net wage for a period not to exceed their sick leave entitlement, without any impairment to their sick leave entitlement. If an employee is unable to return to work at the end of their sick leave entitlement, the employee will then be paid according to the rate prescribed by the *Workers' Compensation Act*, but their sick leave entitlement will continue to remain intact. Vacation entitlement and sick leave shall not accrue beyond the last day worked.

#### **ARTICLE 34 - SALARY ADMINISTRATION**

34.5 A regular employee who is promoted or **who receives additional hours through allocation** or whose position is reclassified to a higher category shall be paid the greater of the minimum rate of the new Category or a step in the new Category, which provides at least three percent (3%) more than the employee's current rate. The employee shall be entitled to an increment at the end of the first six (6) months of employment in such higher category.

~~34.10 The progression from First Nations, Métis and Inuit Liaison Worker (Category 12) to First Nations, Métis and Inuit Liaison Worker (Category 14) shall occur following:~~

~~(a) the completion of six (6) months of employment at the First Nations, Métis and Inuit Liaison Worker (category 12, Step 9) maximum rate of pay as per Clauses 34.4 and 34.5 of the Collective agreement, or~~

~~(b) the successful completion of a Degree in a related field or a Diploma and/or certificates in a related field(s) and related experience, as per Clauses 34.4 and 34.5 of the Collective Agreement.~~

APPENDIX "A"  
Categories and Classifications

See attached document.

**Salary Increases:**

September 1, 2020	0%
September 1, 2021	0%
September 1, 2022	0%
June 1, 2023	1.25%
September 1, 2023	1.00% Market Correction
February 1, 2024	1.50%

**1. Effective as of September 1, 2023**

- Delete step 1 for Category 2 through Category 6
- Current steps 2, 3, 4, 5, 6, 7, 8, and 9 become Steps 1, 2, 3, 4, 5, 6, 7, and 8; and
- Add new Step 9 above Step 8

**2. August 31, 2024 (to be effective September 1, 2024)**

- Delete Step 1 and 2 for Category 2 through 6
- Current steps 3, 4, 5, 6, 7, 8, and 9 become Steps 1, 2, 3, 4, 5, 6, and 7; and
- Add new Step 8 and 9 above Step 7

See attached.

APPENDIX "B"  
PROFESSIONAL SUPPORT STAFF

ARTICLE 8 - JOB POSTINGS, PROMOTIONS AND TRIAL PERIOD

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

**8.1** All vacancies that occur or newly created positions will be posted **on eRecruit for three (3) working days**. ~~When vacancies occur, they will be posted at Central Office and at work sites that are operating.~~ First consideration shall be given to regular employees. Selections shall be made on the basis of all relevant attributes, including education, experience, skills, training, knowledge and ability. Where these factors are judged to be relatively equal by the Division, seniority shall be the determining factor.

**8.2** A regular employee who transfers to or accepts, via competition or recall, ~~another a position in~~ **Appendix B** within the Division shall have a trial period of **six (6) months worked**. This trial period may be extended for up to three (3) months worked, following mutual agreement with the Union.

If the employee proves unsatisfactory during the trial period, the employee shall return to their former position **of record** or its equivalent in pay, as soon as possible. If such is not possible, the employee shall be laid off and recalled pursuant to Article 9.

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

### 9.1 Layoff Procedure:

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

### ~~9.2 Automation:~~

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

*Delete and renumber subsequent clauses accordingly.*

### 9.2 Recall Procedures:

- (a) Employees laid-off in accordance with clause 9.1(a) shall retain recall rights for a period of twelve (12) months from the date of actual layoff.
- (b) Employees who are laid-off in accordance with clause 9.1(a) shall be recalled on the basis of job classification, the best qualifications, and ability as specified in clause 8.1 and as determined by the Division and total seniority with the Division.
- (c) Employees being recalled shall be notified by the District by telephone call or by Division email.
- (d) Recalled employees shall notify the Division of their intent within twenty-four (24) hours of the date of the telephone call or Division email. Recalled employees who do not notify the Division of their intent within the aforementioned time-frame shall be deemed to have terminated employment with the Division.
- ~~(e) The Division shall, during the months of November and May in each school year, provide to the Union a list of employees awaiting recall.~~
- ~~(f) Whenever possible, employees laid off for less than eighty (80) calendar days shall be given a recall date by the Division at the time of layoff. The recall of those employees whose work is subject to student enrolment shall be conditional upon school enrolment.~~

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

ARTICLE 28 - POSITION PROFILES

ARTICLE 29 - ~~MILEAGE~~ CAR ALLOWANCE

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

ARTICLE 34 - SALARY ADMINISTRATION

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

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

A temporary employee shall receive a salary increment upon the completion of **twelve (12) months** worked and a satisfactory performance ~~assessment~~ **evaluation**.

ARTICLE 36 - CATEGORIES, CLASSIFICATIONS AND PAY SCHEDULES

See attached document.

**Salary Increases:**

<b>September 1, 2020</b>	<b>0%</b>
<b>September 1, 2021</b>	<b>0%</b>
<b>September 1, 2022</b>	<b>0%</b>
<b>June 1, 2023</b>	<b>1.25%</b>
<b>September 1, 2023</b>	<b>1.00% Market Correction</b>
<b>February 1, 2024</b>	<b>1.50%</b>

LETTER OF UNDERSTANDING - Exemptions of positions or employees

Letter to be renewed.

LETTER OF UNDERSTANDING – ME TOO CLAUSE

Letter to be deleted.

LETTER OF UNDERSTANDING

**POSITION PROFILES**

**Within thirty (30) calendar days following the ratification of the renewal Collective Agreement, the Calgary Roman Catholic Separate School Division (Division) and Unifor, Local Union No. 1990 will establish a joint committee of six (6) members - three (3) appointed by Local Union No. 1990 and three (3) by the Division. Both parties may invite, from time to time, resource people to assist in the process.**

**The joint committee will initiate a review of Education Assistant, Education Assistant II, Education Assistant, Complex Needs and Education Assistant, Severe Behaviour profiles with a view to addressing and suggesting amendments to profiles to reflect changing student and classroom complexities.**

**The joint committee shall report and make recommendations to the Division.**

**This Letter of Understanding does not form part of the Collective Agreement, but shall be attached to the Collective Agreement for information purposes only.**