COLLECTIVE AGREEMENT BETWEEN

THE CALGARY ROMAN CATHOLIC SEPARATE SCHOOL DIVISION

<u>AND</u>

UNIFOR, LOCAL UNION NO. 1990

Expiry: August 31, 2024

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CALGARY ROMAN CATHOLIC SEPARATE SCHOOL DIVISION

COLLECTIVE AGREEMENT

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CALGARY ROMAN CATHOLIC SEPARATE SCHOOL DIVISION COLLECTIVE AGREEMENT

BETWEEN:

THE BOARD OF TRUSTEES OF CALGARY ROMAN CATHOLIC SEPARATE SCHOOL DIVISION of the Province of Alberta, (hereinafter referred to as "the Division"),

OF THE FIRST PART

- and -

UNIFOR, LOCAL UNION NO. 1990, (hereinafter called "the Union").

OF THE SECOND PART

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 lyarhe Nakoda Nations: Bearspaw, Chiniki and Good Stoney. This land is also the home of the Métis Nation Region 3 and all others who call this place home.

ARTICLE 1 - MANAGEMENT RIGHTS

1.1 The Division retains the exclusive authority for management of all operations of the School Division.

It is the desire of both parties to this Agreement to maintain a spirit of cooperation and understanding between the Division and its employees.

ARTICLE 2 - APPLICATION

2.1 This Agreement stipulates rates of pay and specific working conditions of those employees whose bargaining rights are held by the Union as provided within the scope of the Certification No. 114-2014.

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

ARTICLE 3 - DURATION AND TERMINATION OF AGREEMENT

- 3.1 Unless otherwise specifically provided for in this Agreement, this Agreement shall be binding and remain in effect from the first of the month following the date of ratification by both parties to **August 31, 2024**.
- 3.2 This Agreement shall continue to be in effect from year to year unless either party provides notice in writing of its intention to amend or terminate this Agreement. Such notice may be provided within the period not more than one hundred and fifty (150) and not less than sixty (60) days prior to the expiry date of this Agreement, or earlier by mutual consent. If such notice is given, this Agreement shall remain in effect until terminated in accordance with the Labour Relations Code.

ARTICLE 4 - DEFINITIONS

- 4.1 A "permanent position" is a position established by the Division, the existence of which has been or is intended to be ongoing from school year to school year.
- 4.2 A "temporary position" is a position established by the Division, where the work is for a special assignment for a specified period of time which shall not exceed twelve (12) consecutive months.
- 4.3 A "regular employee" is a person who is employed by the Division in a permanent position following successful completion of the probationary period. A regular employee is one who is employed on a ten (10) or a twelve (12) month basis.
- 4.4 A "probationary employee" is a person who is employed by the Division in a permanent position and is serving a probationary period for the purpose of meeting the requirements of the position, as specified in clause 6.1.
- 4.5 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.
- 4.6 "Hours" are to be the total amount of time worked in any position and/or combination of positions, unless otherwise provided in this Agreement.
- 4.7 When the terms "qualifications", "ability", and "seniority" appear together in this Agreement, they are to be considered in order of priority specified in the Article or clause. Where these factors are judged to be relatively equal, seniority shall be the determining factor.
- 4.8 The Division may employ casual employees in order to fill short-term vacancies on a day-to-day basis.

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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 Division 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 Division 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 Division 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 Division.

- 4.9 The singular shall mean the plural and vice versa as applicable.
- 4.10 A comparable position(s) of record is the position(s) the employee held immediately prior to accepting a temporary assignment or position.

ARTICLE 5 - DISCRIMINATION

5.1 No Discrimination:

Subject to those exceptions contained in the Alberta Human Rights Act, as amended from time to time, the Division shall not discriminate against any employee because of membership or activity in the Union, or for exercising the rights under this Agreement, and neither the Division nor the Union shall discriminate against any employee within the scope of this Agreement because of race, religious beliefs, colour, gender, **gender identity**, **gender expression**, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status and sexual orientation.

5.2 The Division 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 Division 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

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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 <u>Probationary Period:</u>

(a) The probationary period is the 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 Division's discretion upon the Division 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.

- (b) Notwithstanding clause 6.1(a) a temporary employee whose temporary position becomes permanent shall have their time worked in the position considered as part of the required probationary period provided, they are selected for the permanent position.
- (c) Employees while serving 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 **a** probationary period and accept another position(s) shall follow the provisions of clause 8.3 for these other position(s).

ARTICLE 7 - SENIORITY

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

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- 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 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 Division 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 of receiving the list. Thereafter, the hours shall be considered as being established except for those names, which shall be deemed to have been deleted by application of Article 9, or transfer to an excluded position.

ARTICLE 8 - JOB POSTINGS, PROMOTIONS AND TRIAL PERIOD

- 8.1 (a) When the Division 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 Division and total seniority with the Division.
 - When the Division is unable to assign these additional hours or fill the vacancy with a regular employee from the recall list, the Division will post the vacancy on eRecruit for three (3) working days.
 - (b) When the Division 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 Division and total seniority with the Division.

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

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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 Division is unable to allocate these additional hours of fifteen (15) or less to any employees currently employed at the school, the Division will post the vacancy on eRecruit for three (3) working days.

(c) Notwithstanding clause 8.1(a), when the Division 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 Division and total seniority.

When the Division is unable to assign the Office Assistant position to a regular employee from the recall list, the Division will post the vacancy on executifor 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. 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.
- 8.3 A regular employee who transfers to or accepts, via competition or recall, another position with the Division shall have a trial period of three (3) months worked. This trial period may be extended for up to three (3) months worked, following mutual agreement with the Union. If the employee proves unsatisfactory during the trial period, the employee shall return to their former position or its equivalent in pay, as soon as possible. If such is not possible, the employee shall be laid off and recalled pursuant to Article 9.
- 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 17.11, 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.
- 8.5 Employees may be permitted to hold more than one position up to a total accumulated hours of work of thirty-five (35) hours per week, provided that the employee has the qualifications, ability, and seniority. The provisions of clause 29.1 will not apply.

8.6 The Division shall electronically provide the Union with a competition report every fourteen (14) calendar days.

8.7 Reversion

When a regular employee is transferred or promoted to a position within the Division not represented by Local Union No. 1990, they shall be permitted to retain their seniority in Local Union No. 1990 for a period not to exceed twelve (12) consecutive months from the date of transfer or promotion. During this period of time, the regular employee shall be permitted to or may be required to revert to a comparable position to their position of record prior to the transfer or promotion for which they have the qualifications and ability or shall be laid-off subject to recall, if no comparable position to their position of record prior to the transfer or promotion exists.

ARTICLE 9 - LAYOFF, STAFFING ROUNDS, RECALL AND DISPLACEMENT

9.1 <u>Layoff Procedure:</u>

- (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 Staffing Rounds:

The Division shall utilize **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, 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.

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- (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) 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** the position(s) they are interested in, or the recall employee **will provide** written indication that they are not interested in the current position(s) posted in the **Staffing Round**.
- (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.

9.4 Recall Procedures:

- (a) Regular employees affected by clause 9.1(a) shall retain recall rights to a position with the same number or greater number of hours as the position from which they were affected or laid-off for a period of twelve (12) months from the date of actual layoff.
- (b) Regular employees who are affected by clause 9.1(a) shall be recalled on the basis of job category, the best qualifications, ability as determined by the Superintendent or designate and total seniority with the Division.
- (c) Except where outlined in clauses 9.4(d) and (e), regular employees being recalled shall be notified by the Division by telephone call or by Division email.
- (d) Regular employees being recalled shall notify the Division of their intent to accept recall within twenty-four (24) hours of the date of the telephone call or Division email.

Regular employees who refuse a recall pursuant to clause 9.4(b) shall move to the bottom of the recall list.

Regular employees who refuse a recall within their job category after moving to the bottom of the recall list shall, depending upon how they were affected by clause 9.1(a), either be deemed to have terminated their employment with the Division or deemed to have accepted their current assignment.

Regular employees being recalled who fail to notify the Division of their intent to accept recall within the specified twenty-four (24) hours shall be, depending upon how they were affected by clause 9.1(a), either deemed to have terminated employment with the Division or shall forfeit their recall rights and shall be deemed to have accepted their current assignment.

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

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- 9.6 Notwithstanding clause 9.4, the recall procedure for an Education Assistant, English Language Learning (ELL) will be as follows:
 - (a) An Education Assistant, English Language Learning (ELL) who is affected by clause 9.1(a) shall be recalled to an Education Assistant, English Language Learning (ELL) position with the same number or greater number of hours on the basis of total seniority with the Division prior to Education Assistant, English Language Learning (ELL) positions being offered to other regular employees on recall.
 - (b) Should an Education Assistant, English Language Learning (ELL) position not be available, the Education Assistant, English Language Learning (ELL) shall be recalled to any position on the basis of job category, the best qualifications, ability as determined by the Division and total seniority with the Division.

ARTICLE 10 - DISCIPLINE

- 10.1 No employee shall be disciplined or discharged except with just cause.
- 10.2 When an employee is disciplined and the discipline is to be a matter of record on the employee's file, the employee shall be given written particulars stating the reason for the action and the terms of penalty. Employees shall be advised of their right to Union representation when they are to be disciplined. A copy of all discipline letters shall be forwarded to the Union.
- 10.3 When and if an employee is exonerated, payment for lost time shall be made plus accrued interest at a rate determined by Revenue Canada from month to month.
- 10.4 After two (2) years from the date of issuance of a disciplinary letter, provided there have been no further disciplinary actions of a similar nature during this period, the disciplinary letter will be removed from the employee's personnel file.

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

ARTICLE 11 - PERSONNEL RECORDS

11.1 An employee shall have the right to have access to, and to review their own personnel record. Upon request, the employee will be provided with a copy of material contained in the personnel record exclusive of that which the Division is required to keep confidential. At the time of a disciplinary action against an employee, the employee shall be advised of written records, which support the allegation(s).

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ARTICLE 12 - GRIEVANCE AND ARBITRATION PROCEDURE

12.1 Differences:

In the event that a dispute occurs between the Division and the Union on the one hand and/or the Division and one or more members of the Union on the other hand regarding the interpretation, application, operation or alleged violation of this Agreement or as to whether such a dispute can be the subject of arbitration, the following procedure of settlement shall be followed without work stoppage or refusal to perform work:

(a) By the Employee(s)

Step 1. The employee or employees concerned, with or without Union representatives in attendance, shall first seek to settle the dispute in discussion with the immediate supervisor.

Step 2. If the dispute is not resolved satisfactorily in Step 1, it then becomes a grievance. The grievance shall be reduced to writing and submitted to the Division within fifteen (15) working days of the act causing the grievance. Each written grievance shall include:

- i) The name(s) of the aggrieved unless the Union is the party advancing the grievance;
- ii) The nature of the grievance and the circumstances out of which it arose;
- iii) The remedy or correction the Division is requested to make, and
- iv) The clause(s) where the Agreement is claimed to be violated.

A meeting between the parties shall take place within fifteen (15) working days of the receipt of the written grievance and the grievor is entitled to attend this meeting. The Division will provide a written decision to the party advancing the grievance within fifteen (15) working days following the date of the meeting. The above mentioned times may be extended by the parties if mutually agreed and may be extended in extenuating circumstances.

Step 3. Failing settlement in Step 2, the Union may, within fifteen (15) working days of the receipt of the Step 2 decision, refer the grievance to a mutually agreed upon single arbitrator or, if by mutual consent, to a board of arbitration consisting of three (3) arbitrators.

(b) By the Union or Division

In the event that either the Division or the Union wish to process a grievance, such grievance shall be submitted by the one party to the other, in writing, within fifteen (15) working days of the act causing the grievance. A meeting between the parties shall take place within fifteen (15) working days of the receipt of the written grievance. The party in receipt of the grievance will provide a written decision to the party advancing the grievance within fifteen (15) working days following the date of the meeting. The abovementioned time may be extended by the parties if mutually agreed and may be extended in extenuating circumstances. Failing settlement, the Division or the Union may, within fifteen (15) working days of the receipt of the written decision, refer the grievance to a

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mutually agreed upon single arbitrator or, if by mutual consent, to a board of arbitration consisting of three (3) arbitrators.

12.2 Grievance Mediation:

Prior to proceeding to arbitration, the parties may voluntarily agree to use the services of an independent mediator, to attempt resolution of a grievance prior to arbitration. The mediator will be mutually agreed upon and any recommendations made by the mediator shall not be binding on either party. The costs of the mediator will be equally shared between the parties.

12.3 Failure to Process:

The purpose of the grievance provisions is to insure that any grievance is processed in an expeditious manner, therefore, compliance of the provisions and time limits is mandatory. If the Division fails to comply with the provisions or time limits, the grievance may be processed to the next step. If the party advancing the grievance fails to comply with the provisions or time limits, the grievance shall be considered abandoned.

12.4 Representative of Unifor, Local Union No. 1990:

The Union or any member thereof shall have the right to have the assistance of representatives of the Union when dealing with or negotiating with the Division. The Union shall not conduct any grievance handling or other Union activity on the Division's property so as to interfere with an employee's performance of work during working hours, without the consent of the Division.

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

ARTICLE 13 - HOURS OF WORK

13.1 Employees shall be scheduled hours of work by their supervisor that shall not exceed seven (7) hours per day, thirty-five (35) hours per week, Monday to Friday inclusive, scheduled between 7:00 a.m. - 4:30 p.m.

Should the Division anticipate changes to scheduled hours of work outside of 7:00 a.m. to 4:30 p.m., the Division shall first discuss anticipated changes with the Union.

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

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

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13.2 Meal and Rest Periods:

- (a) An employee working a daily shift of between four (4) **but less than five** (5) hours inclusive shall have one (1) paid rest period of fifteen (15) minutes duration.
- (b) An employee working a daily shift of <u>five (5) hours</u>, 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 Division, 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 have two (2) paid rest periods of fifteen (15) minutes duration with not less than one-half (½) hour for meal period, unpaid.
- (d) Meal periods shall be scheduled as near mid-shift as possible and will not be used as travel time for those employees who hold two (2) positions in different schools.

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

- 14.1 When approved by the supervisor, additional hours beyond the normal scheduled work day may be worked. Hours worked in excess of seven (7) hours shall be paid at one and one-half (1½) times the employee's regular hourly rate. Additional time shall be paid to the nearest one quarter (¼) hour.
- 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 worksite.

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

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

14.3 The Division may provide opportunities for twelve (12) month employees to work extra hours to receive extra days off with pay during Christmas holidays, Easter/Spring Break and Fridays off during July and August.

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.

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

ARTICLE 16 - VACATIONS

16.1 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%

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

16.2 All twelve (12) month regular full-time and part-time employees shall be entitled to vacation based upon full years of continuous service as determined by the employee's anniversary date prior to July 1st in each year, on the basis of the following schedule:

Accumulation

Maximum

Less than one year of service Less than 8 years 1.25 days per month of service

1.25 days per month

15 working days

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8 years but less than 18 years
1.67 days per month
20 working days
25 or more years
2.08 days per month
25 working days
25 odays per month
30 working days

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

- 16.3 Twelve (12) month regular full-time and part-time employees may save and carry forward to a future vacation period five (5) working days of annual vacation per annum to a maximum accumulation of twenty (20) working days. Such deferred vacation, when taken, shall be paid at the current salary.
- 16.4 Payout in lieu of vacation accrual shall occur for employees on Long Term Disability Insurance or Workers' Compensation Board benefits after 12 months.
- 16.5 Should a conflict occur in scheduling vacations, the following factors shall be taken into account, (1) order of receipt of requests, (2) rotation of popular periods of time, and (3) seniority.
- 16.6 Where, in respect of any period of vacation, an employee:
 - a) is granted Compassionate Leave, as per clause 20.1; or
 - b) is granted Family Critical Illness and Emergency Leave, as per clause 21.1; or
 - c) is granted Sick Leave, as per clause 17.4.

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

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

ARTICLE 17 - SICK LEAVE

- 17.1 Probationary employees shall earn sick leave with pay at the rate of two (2) days per month for each full month worked, which shall be used by employees in accordance with clauses 17.2(b) and 17.4 through 17.9 inclusive of this Article. For the purpose of calculating sick leave, time on holidays and vacation will be counted.
- 17.2 (a) Upon satisfactory completion of the probationary period, employees shall be entitled to ninety (90) working days sick leave.
 - (b) An employee who is absent for necessary medical or dental treatment or because of illness or injury for more than **five** (5) consecutive work days shall present a Division Medical Form to the Division.
 - (c) Where there is no reasonable expectation that the employee will return to work prior to the expiry of their sick leave, the Division shall provide the forms and the employee will make application to the Long Term Disability Insurance Plan.

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After ninety (90) working days of continuous absence due to illness or injury, no further salary shall be paid.

- (d) At the discretion of the Division:
 - i) an employee may be required to provide a Division Medical Form, signed by a qualified medical practitioner, or
 - ii) with written notification (outlining the Division's reasoning) to an employee and the Union President, an employee may be directed to a medical examination by the Division's appointed physician and/or to a Functional Work Assessment.

In either case, the Division shall designate the medical practitioner and/or assessor and pay the cost thereof, except in the case of a Division Medical Form required under clause 17.2 (b).

- (e) Should the Division anticipate changes to the Division Medical Form, the Division shall formally discuss anticipated changes with the Union Executive. The Union shall be fully informed of all particulars, where possible, at least one (1) month in advance, prior to any meeting(s).
- 17.3 An employee who has been absent shall, upon return to regular hours of work, have the ninety (90) working days of sick leave entitlement reinstated provided they remain at work for an uninterrupted period of thirty (30) calendar days, exclusive of the Christmas holidays or Easter/Spring Break within the school year. In the event that sick leave is required within thirty (30) calendar days after returning to regular hours of work, the employee is only entitled to the unused portion of the original ninety (90) working days of sick leave.

However, should the employee after having returned to work from the Long Term Disability Plan suffer from a recurrence of the same disabling condition within six (6) months, the employee shall apply for Long Term Disability benefits immediately. Once approved the Long Term Disability benefit shall be effective the first day of absence due to the recurrence.

- 17.4 An employee entitled to sick leave who is ill for five (5) days or more during a vacation period that would otherwise have been a scheduled work period for the employee shall, upon presentation of a Division Medical Form have vacation time so affected reinstated. All provisions of Article 17 Sick Leave shall apply.
- 17.5 Employees will, where possible, schedule doctor and dental appointments outside of their scheduled hours of work. If scheduling such appointments is not possible outside of their scheduled hours of work, employees will make every effort to limit their absences for appointments to a maximum of one-half (1/2) day for each such occurrence.
- 17.6 Employees who are quarantined by Public Health Authorities may utilize their sick leave credits with pay during the quarantine period.
- 17.7 When an employee is unable to work due to a Long Term Disability covered by the Long Term Disability plan referred to in clause 30.1 or is unable to work and is covered by

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- Workers' Compensation Board (WCB) benefits, the employee shall have access to the benefits pursuant to clause 33.1.
- 17.8 Transfer, promotion, demotion and/or reclassification shall not affect accrued sick leave entitlements of any employee.
- 17.9 No employee shall have their services terminated by virtue of having exhausted sick leave credits where such sickness has been medically proven.
- 17.10 Employees will have no access to any leave provisions while on sick leave.
- 17.11 (a) When a regular employee has been absent due to illness or injury in excess of ninety (90) working days ("the absence"), the position they held shall be posted and filled temporarily.
 - (b) Regular employees returning from the absence shall provide the Division a minimum of two (2) weeks' notice in writing of their intent to return to work. The regular employee shall return to the employee's original position provided they return within two (2) years of the date of the commencement of the absence and the employee's original position continues to exist. If the employee's original position does not exist, the returning regular employee shall be placed in a comparable position to their position of record. If no comparable vacancy exists, the regular employee shall be laid-off subject to recall.

Upon the return to work of the regular employee from the absence within two (2) years, the regular employee who has filled the position temporarily shall be placed in a comparable position to their position of record for which they have the qualifications and ability or shall be laid-off subject to recall, if no comparable vacancy exists.

Upon the return to work of the regular employee from the absence within two (2) years, the temporary employee who has filled the position shall be terminated from employment with the Division.

- (c) A regular employee returning to work after two (2) years of the date of the commencement of the absence, shall be placed in the first available comparable position to their position of record for which they have the qualifications and ability. If no comparable vacancy exists, the regular employee shall be laid-off subject to recall.
- (d) After two (2) years, if the position was filled by a regular employee temporarily, then the regular employee shall be confirmed in the position. If the position was posted and filled by a temporary employee, then the position shall be posted and filled in accordance with clause 8.2.

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, People Services.

ARTICLE 19 - MATERNITY, ADOPTION, PARENTAL AND PATERNITY LEAVE

19.1 Maternity Leave:

The Division 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 Division 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 Division, 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 Division 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 Division shall place the employee in her former position. If her former position

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does not exist, the Division 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 Division 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 Division **at least** four (4) weeks **written** notice of their intention to terminate their employment at the completion of Maternity or Parental Leave.

19.2 <u>Supplemental Employment Benefits (SEB) Plan:</u>

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 Division 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)** weeks. The duration of absence will be determined by a Division 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 Division's general revenues.

SEB payments will be identified and kept separately from the Division'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 Division 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 Division 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 Division shall place the employee in their former position. If their former position does not exist, the Division 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.

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- (f) During such leave, continuation of employee benefits shall be conditional upon the employee paying the full cost of such plans.
- 19.4 Upon request, a father shall be granted two (2) day's leave with pay at any time within the two (2) week period following the birth of the employee's baby.

ARTICLE 20 - BEREAVEMENT LEAVE

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, People Services or designate. Additional leave may be granted when, at the discretion of the Superintendent, People 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 "near relative" shall include spouse or common-law spouse, parents, legal guardians, grandparents, brothers, sisters, children, grandchildren of the employee, and their respective spouses, or other relative who has resided in the home of the employee. The above also applies to the corresponding members of the employee's spouse's family.

ARTICLE 21 - COMPASSIONATE LEAVE

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

ARTICLE 22 - JURY DUTY

22.1 An employee shall be granted by the Division such time as is required for jury duty. The employee shall present proof of service and will return to the Division such fees (less actual expenses) as are paid to them by the court for jury duty appearances.

ARTICLE 23 - COURT APPEARANCES

23.1 An employee shall be granted by the Division such time as is required for appearance as a subpoenaed witness provided that the matter for which the employee is required to testify is not against the Division or in an action commenced by the employee for financial gain. The employee shall present proof of service and will return to the Division such fees (less actual expenses) as are paid to them by the court for such appearances. The employee must submit a copy of the subpoena to the Division prior to the employee proceeding to court.

ARTICLE 24 - LEAVE OF ABSENCE FOR UNION BUSINESS

- 24.1 The Union President or designate and one (1) Union representative shall meet with the Division in connection with matters of grievance. Attendance at grievance meetings shall be without loss of salary.
- 24.2 In addition to the leave of absence indicated in clause 24.1, the Division may grant leave of absence with pay to the Union representatives for the purpose of performing the duties of any office or function of the Union. Written request shall be given by the Union to the Division five (5) working days in advance, stating the employee's name, nature of the business, and the time involved. The Division shall review the request and notify the Union when approval is granted. Subsequently, the Union will be invoiced for the salary allocated to the leave of absence.

24.3 <u>Leave of Absence – Full-Time President:</u>

Upon written request by the Union, the Union President shall be granted a leave of absence up to 35 hours per week to perform Union duties. The Union shall give at least thirty (30) calendar days' notice in advance of such request.

While on leave of absence to attend to Union duties, the President shall be allowed to accumulate seniority and service up to 35 hours per week.

Upon notice of at least thirty (30) calendar days to return to active employment by the Union, the President shall have the right to return to the first available vacant position from which they were granted leave of absence.

If such position is not available, the President shall exercise their total seniority with the Division and displace the most junior employee in the position from which they were granted leave of absence. The displaced employee shall be dealt with in accordance with Article 9 - Layoff, Automation, Electronic Staffing Rounds, Recall and Displacement.

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

The President while on leave for Union business shall continue to be paid by the Division and subsequently, the Union shall reimburse the Division.

The President while on leave of absence for Union business will be eligible for all benefits that come under the Benefit Plans and therefore subject to the provisions and/or conditions of the Benefit Plans. During such absence, the Division will continue to pay the benefit premiums, and subsequently, the Union shall reimburse the Division.

The President while on leave of absence for Union business will be eligible for all pension benefits and therefore subject to the Local Authorities Board Pension Plan. During such absence, the Union shall accept the full responsibility for all pension contributions, both the employee's and the Division's share, pertinent to said Pension Plan.

ARTICLE 25 - EDUCATIONAL LEAVE

- 25.1 (a) Employees possessing five (5) years seniority with the Division may be granted up to two (2) years leave of absence, at no cost to the Division, to pursue further educational studies.
 - (b) Employees returning from education leave shall provide the Division with a minimum of one (1) working month's notice in writing of their intention to return to work. The employee shall be entitled to a position with the Division provided that recall procedures pertaining to laid-off employees, take precedence.
- 25.2 Upon approval, employees may be granted up to two (2) days leave of absence with pay to attend professional development conferences or seminars.

ARTICLE 26 - CONSULTATION COMMITTEE

26.1 Consultation Committee:

The parties agree to the formation of a Consultation Committee consisting of up to but not more than five (5) members each from the Division and the Union for the purpose of maintaining communication between the parties on matters of mutual interest. Such Committee shall meet every six (6) months, or more frequently if requested by either party. It is understood that this Committee will not hear matters pertaining to grievances and collective bargaining. Attendance at Committee meetings for members of the Union shall be without loss of salary.

ARTICLE 27 - DEDUCTION OF DUES AND UNION BUSINESS

- 27.1 All employees, as a condition of employment, will be members of the Union, and will be subject to deduction of dues and assessments that are authorized by a regular and proper vote of the membership of the Union. The Division agrees to deduct such dues bi-weekly from the salaries of the employees and submit the total dues so collected to the Union by the seventh (7th) banking day following each pay day by cheque (or when available by electronic funds transfer (EFT)). When submitting dues to the Union, the Division shall supply the Union with a dues information statement indicating:
 - (a) the full name and work location of each employee;
 - (b) the amount collected from each employee;

The full bi-weekly deduction will apply in the bi-weekly period that an employee commences employment or leave of absence and/or terminates employment or leave of absence.

- 27.2 The parties acknowledge that the deduction of dues constitutes membership in the Union.
- 27.3 The Union shall have the right to post routine and informational Union communication in a specially designated area in each work location, as determined by central administration. Any inappropriate communications may be removed by the Division.
- 27.4 On a **quarterly** basis, the Division 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 Division 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 Division 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 28 – POSITION PROFILES

- 28.1 The Division agrees to provide position profiles for all positions for which the Union is the bargaining agent.
- 28.2 When a new position is created or established within the bargaining unit, the classification shall be subject to consultation between the Division and the Union.
- 28.3 Where a position profile is significantly changed by the Division, the Division shall consult with the Union. In the event the consultation should result in a higher category placement, the placement shall become retroactive to the date of change in the position profile.

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28.4 Employees may submit a Position Classification Review request for existing positions at designated times during the year, October and February. The Division and the Union will meet to discuss the merits of the classification review. In the event that the review results in the reclassification of the position to a higher category placement, this will be retroactive to the first day of the review period.

ARTICLE 29 – MILEAGE ALLOWANCE

29.1 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

30.1 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 31 - PARKING

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

ARTICLE 32 - PENSION AND RETIREMENT

- 32.1 (a) All regular and probationary employees, who work a minimum of thirty (30) hours per week, shall be required to participate in the Local Authorities Pension Plan.
 - (b) Participation in the Plan will continue should the number of hours worked decrease below thirty (30) hours per week but not less than fourteen (14) hours per week.
- 32.2 Employees shall receive a pro-rata retirement allowance based upon the attainment of age 55, the employee's anniversary date and the following formula:

After 10 years' of service 1 month's salary
After 15 years' of service 2 months' salary
After 20 years' of service 2½ months' salary
After 25 years' of service 3 months' salary

32.3 For ten (10) month employees, ten (10) months of employment at thirty (30) or more hours per week shall be considered a year of pensionable service. Pensionable service

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shall be pro-rated for ten (10) month employees working less than thirty (30) hours per week.

<u>ARTICLE 33 – BENEFITS</u>

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

Plan	Division Share of Premium	Employee Share of Premium	Optional for Employees 17.5 hrs. /wk. or more	
A. Group Life Insurance	100%	-	No	
B. Optional/Spousal Life Insurance	-	100%	Yes	
C. Accidental Death and Dismemberment	100%	-	No	
D. Long Term Disability	-	100%	No	
E. Extended Health Care	100%	-	No, unless spouse has coverage.	
F. Dental Insurance	100%		No, unless employee was working for Division before Sept. 1, 1981 or spouse is covered	
G. Vision/Hearing Care	100%		No, unless spouse has coverage.	

H. Personal Health Spending Account

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

Contributions to the Personal Health Spending Account for regular employees working less than thirty (30) hours per week will be pro-rated in proportion to the number of hours worked.

The unused balance is carried forward to the next plan year. The carry forward amount must be used by the end of that year, or it will be lost. Regular employees

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leaving the employ of the Division for any reason will automatically forfeit any unused balance.

Effective January 1, 2024, the Division will contribute an annual amount of five hundred (\$500) dollars for each eligible regular employee covered under this Agreement who are on the payroll of the Division as at the first working day of the calendar year. Eligible regular employees will be actively at work, on paid sick leave, or on approved Long Term Disability (LTD) benefits or Workers' Compensation Board (WCB) benefits.

- 33.2 (a) Participation in the Benefits Plans described in this Article is compulsory where indicated, for all employees working seventeen and one-half (17½) hours per week or more and is effective after six (6) worked months employment with the Division.
 - (b) Notwithstanding clause 33.2(a), the provisions of this Article 33 shall not apply to employees who work as a casual employee on a day-to-day basis.
- 33.3 The foregoing coverage may be changed at any time by mutual agreement between the Division and the Union.
- 33.4 If, during and after the term of this Agreement, any of the premium rates for the insurance in this Article changes, the parties will continue to pay the premiums in the proportions that are currently set out in this Article, unless re-negotiated.
- 33.5 Regular employees affected by clause 9.1(a), shall have their participation in the Benefits Plan continue for three (3) months from their date of layoff. After which their participation in the Benefits Plan ceases, provided they have not been recalled to, or assigned additional hours, or accepted via competition a position(s) of seventeen and one-half (17½) hours per week or more.

Regular employees who are laid off without pay shall have their portion of the premium costs (for the three (3) months) deducted from their final pay before their layoff commences.

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 Division 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

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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

34.1 Employees shall be paid in accordance with the applicable schedules in Appendix "A" which shows the applicable range/increments for categories or classifications of employees covered by this Article.

34.2 Overpayment.

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

The Division shall provide to the employee written notice of the amount of overpayment, including repayment options and shall discuss the repayment options with the employee. The Division and the employee shall arrive at a mutually acceptable schedule for the recovery of the overpayment prior to the Division commencing deductions from the employee's pay.

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

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

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 six (6) months worked and a satisfactory performance assessment.

34.4 Subsequent increments, within the given pay range, for a regular employee not referred to in clause 34.5, shall be granted on the completion of each six (6) months employment from the date of successful completion of the probationary period. An increase may be withheld for an unsatisfactory performance assessment and the Union shall be so informed.

Subsequent increments, within the given pay range, for a temporary employee shall be granted on the completion of each six (6) months employment from the date of the satisfactory performance assessment.

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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.

- 34.6 A regular employee, whose position is reclassified to a lower classification or who is transferred to a position of a lower classification, due to organizational changes:
 - (a) will retain the classification and rate of pay held prior to the date of reclassification or transfer, until the rate of pay in the classification to which the employee was transferred is equal to or higher than the old rate, at which time the employee will receive all subsequent increases applicable to the new classification; and
 - (b) will be eligible for transfer by the Division to positions in the former classification.
- 34.7 An employee who is designated to temporarily relieve in a position of a higher category covered by the terms of this Agreement, shall be paid the greater of the minimum rate of the higher category or a step in the higher category, which provides at least three percent (3%) more than the employee's current rate. This adjustment shall commence after the fifth (5th) working day of designation.
- 34.8 The progression from School Librarian (Category 6) to School Librarian (Category 11) shall occur following:
 - (a) the completion of six (6) months of employment at the School Librarian Category 6 maximum rate of pay as per Clauses 34.4 and 34.5 of the Collective agreement, or
 - (b) the successful completion of a two (2) year library technician program from an accredited post-secondary institution, or the successful completion of a related post-secondary degree, as per Clauses 34.4 and 34.5 of the Collective Agreement.
- 34.9 The progression from Instructional Media Facilitator (Category 6) to Instructional Media Facilitator (Category 11) shall occur following:
 - (a) the completion of six (6) months of employment at the Instructional Media Facilitator Category 6 maximum rate of pay as per Clauses 34.4 and 34.5 of the Collective agreement, or
 - (b) the successful completion of a two (2) year library technician program from an accredited post-secondary institution, or the successful completion of a related post-secondary degree, as per Clauses 34.4 and 34.5 of the Collective Agreement.

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This Agreement dated the day of 2023.

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

THE BOARD OF TRUSTEES OF CALGARY ROMAN CATHOLIC SEPARATE SCHOOL DIVISION of the Province of Alberta

Treasurer

Director, Employee & Labour Relations

UNIFOR, LOCAL UNION NO.1990

President

Unifor National Representative

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APPENDIX "A" Categories and Classifications

Category 1: Noon Hour Assistant

Category 2: Education Assistant

Education Assistant, English Language Learning (ELL)

Education Assistant - PUF Kindergarten Assistant School Assistant

Category 3: Education Assistant

Education Assistant, English Language Learning (ELL)

Education Assistant - PUF Kindergarten Assistant School Assistant

School Assistant, Healthy Choices Program

<u>Category 4:</u> Culinary Arts Assistant

Education Assistant II

Independent Studies Assistant

Student Records Clerk

Category 5: Document Services Clerk

Education Assistant II

<u>Category 6:</u> Instructional Media Facilitator

Office Assistant

Learning Commons Librarian

<u>Category 7:</u> Education Assistant, Medical Support

Print Production Artist

Category 8: Accounts Clerk

Education Assistant, Complex Needs Education Assistant, Severe Behaviour

Program Assistant (Vision)
Routing Assistant, Transportation
SIS Data Clerk - High Schools

Category 9: Accounts Payable Clerk

Supply Management Clerk

APPENDIX "A" Categories and Classifications

Cont'd

Category 10: Administrative Secretary, Elementary

Arts & Culture Program Assistant

Career & Technology Studies Technician

Cosmetology Technician Education Assistant, Braille

Education Assistant, Deaf & Hard of Hearing Science Laboratory Technician - High Schools

Category 11: Accounts Receivable Clerk

Administrative Secretary, Education Centres

Administrative Secretary, Secondary

Administrative Secretary, St. Anne Academic Centre

Instructional Media Facilitator Learning Commons Librarian Supply Services Assistant

Category 12: Early Learning & Childcare Worker

Early Learning Occupational Therapeutic Assistant Early Learning Physical Therapeutic Assistant

Early Learning Speech-Language Therapeutic Assistant Lead Administrative Secretary, Instructional Services

Category 13: Assistive Technology & Adaptive Equipment Therapy Assistant

Career Practitioner

Distribution Services Coordinator Health Services Coordinator Senior Accounts Payable Clerk Supply Services Coordinator

Triage Coordinator

Category 14: Applications Support Analyst

Commercial Baker

Commercial Cook/Food Service Coordinator Educational Sign Language Interpreter

Help Desk Technician

Senior Accounts Receivable Clerk

My Initials

APPENDIX "A" Categories and Classifications

Cont'd

Category 15: Braille Specialist

Computer Technician Graphic Designer

Transportation Coordinator

Category 16:

Category 17: Orientation & Mobility Specialist

<u>Category 18:</u> Business Manager

Indigenous Elder

My Initials

APPENDIX "A"

Hourly Increments - Effective as of June 1, 2023

	Step	0	0	4	-	0	7	0	0
Category	1	2	3	4	5	6	7	8	9
1	\$15.19	15.91							
2	\$15.95	16.33	16.74	17.16	17.60	18.04	18.49	18.96	19.44
3	\$18.00	18.46	18.89	19.29	19.90	20.38	20.86	21.39	21.89
4	\$18.34	18.82	19.23	19.71	20.40	20.86	21.41	21.96	22.44
5	\$18.88	19.29	19.82	20.27	20.99	21.47	22.00	22.56	23.07
6	\$19.37	19.87	20.38	20.82	21.52	22.06	22.64	23.15	23.68
7	\$21.97	22.50	23.09	23.64	24.24	24.84	25.42	26.10	26.76
8	\$22.44	23.05	23.57	24.14	24.94	25.55	26.20	26.83	27.41
9	\$22.78	23.39	23.95	24.51	25.36	25.97	26.60	27.28	27.89
10	\$23.83	24.31	24.95	25.55	26.20	26.85	27.53	28.21	28.92
11	\$24.31	24.95	25.55	26.17	27.00	27.72	28.40	29.08	29.71
12	\$25.84	26.48	27.14	27.82	28.71	29.49	30.18	30.85	31.59
13	\$29.28	30.00	30.74	31.48	32.54	33.35	34.12	34.97	35.80
14	\$31.92	32.70	33.54	34.35	35.47	36.39	37.26	38.14	39.03
15	\$33.47	34.32	35.13	36.00	37.19	38.12	39.03	39.94	40.89
16	\$34.98	35.83	36.78	37.60	38.89	39.86	40.79	41.80	42.73
17	\$35.77	36.63	37.56	38.43	39.69	40.70	41.75	42.70	43.69
18	\$36.51	37.36	38.37	39.22	40.56	41.58	42.61	43.58	44.61

Initials III

APPENDIX "A"

Hourly Increments - Effective as of September 1, 2023

	Step								
Cotogoni	1	2	3	4	5	6	7	8	9
Category									
1	\$15.34	16.07							
2	\$16.49	16.91	17.33	17.78	18.22	18.67	19.15	19.63	20.03
3	\$18.64	19.08	19.48	20.10	20.58	21.07	21.60	22.11	22.55
4	\$19.01	19.42	19.91	20.60	21.07	21.62	22.18	22.66	23.12
5	\$19.48	20.02	20.47	21.20	21.68	22.22	22.79	23.30	23.77
6	\$20.07	20.58	21.03	21.74	22.28	22.87	23.38	23.92	24.39
7	\$22.19	22.73	23.32	23.88	24.48	25.09	25.67	26.36	27.03
8	\$22.66	23.28	23.81	24.38	25.19	25.81	26.46	27.10	27.68
9	\$23.01	23.62	24.19	24.76	25.61	26.23	26.87	27.55	28.17
10	\$24.07	24.55	25.20	25.81	26.46	27.12	27.81	28.49	29.21
11	\$24.55	25.20	25.81	26.43	27.27	28.00	28.68	29.37	30.01
12	\$26.10	26.74	27.41	28.10	29.00	29.78	30.48	31.16	31.91
13	\$29.57	30.30	31.05	31.79	32.87	33.68	34.46	35.32	36.16
14	\$32.24	33.03	33.88	34.69	35.82	36.75	37.63	38.52	39.42
15	\$33.80	34.66	35.48	36.36	37.56	38.50	39.42	40.34	41.30
16	\$35.33	36.19	37.15	37.98	39.28	40.26	41.20	42.22	43.16
17	\$36.13	37.00	37.94	38.81	40.09	41.11	42.17	43.13	44.13
18	\$36.88	37.73	38.75	39.61	40.97	42.00	43.04	44.02	45.06

MK Initials

APPENDIX "A"

Hourly Increments - Effective as of February 1, 2024

	Step								
	1	2	3	4	5	6	7	8	9
Category									
1	\$15.57	16.31							
2	\$16.74	17.16	17.59	18.05	18.49	18.95	19.44	19.92	20.33
3	\$18.92	19.37	19.77	20.40	20.89	21.39	21.92	22.44	22.89
4	\$19.30	19.71	20.21	20.91	21.39	21.94	22.51	23.00	23.47
5	\$19.77	20.32	20.78	21.52	22.01	22.55	23.13	23.65	24.13
6	\$20.37	20.89	21.35	22.07	22.61	23.21	23.73	24.28	24.76
7	\$22.52	23.07	23.67	24.24	24.85	25.47	26.06	26.76	27.44
8	\$23.00	23.63	24.17	24.75	25.57	26.20	26.86	27.51	28.10
9	\$23.36	23.97	24.55	25.13	25.99	26.62	27.27	27.96	28.59
10	\$24.43	24.92	25.58	26.20	26.86	27.53	28.23	28.92	29.65
11	\$24.92	25.58	26.20	26.83	27.68	28.42	29.11	29.81	30.46
12	\$26.49	27.14	27.82	28.52	29.44	30.23	30.94	31.63	32.39
13	\$30.01	30.75	31.52	32.27	33.36	34.19	34.98	35.85	36.70
14	\$32.72	33.53	34.39	35.21	36.36	37.30	38.19	39.10	40.01
15	\$34.31	35.18	36.01	36.91	38.12	39.08	40.01	40.95	41.92
16	\$35.86	36.73	37.71	38.55	39.87	40.86	41.82	42.85	43.81
17	\$36.67	37.56	38.51	39.39	40.69	41.73	42.80	43.78	44.79
18	\$37.43	38.30	39.33	40.20	41.58	42.63	43.69	44.68	45.74

APPENDIX "A"

Hourly Increments - Effective as of August 31, 2024 for Implementation on September 1, 2024

	Step 1	2	3	4	5	6	7	8	9
Category	'							0	
1	\$15.57	16.31							
2	\$17.59	18.05	18.49	18.95	19.44	19.92	20.33	20.74	21.15
3	\$19.77	20.40	20.89	21.39	21.92	22.44	22.89	23.35	23.81
4	\$20.21	20.91	21.39	21.94	22.51	23.00	23.47	23.94	24.42
5	\$20.78	21.52	22.01	22.55	23.13	23.65	24.13	24.61	25.10
6	\$21.35	22.07	22.61	23.21	23.73	24.28	24.76	25.26	25.76
7	\$22.52	23.07	23.67	24.24	24.85	25.47	26.06	26.76	27.44
8	\$23.00	23.63	24.17	24.75	25.57	26.20	26.86	27.51	28.10
9	\$23.36	23.97	24.55	25.13	25.99	26.62	27.27	27.96	28.59
10	\$24.43	24.92	25.58	26.20	26.86	27.53	28.23	28.92	29.65
11	\$24.92	25.58	26.20	26.83	27.68	28.42	29.11	29.81	30.46
12	\$26.49	27.14	27.82	28.52	29.44	30.23	30.94	31.63	32.39
13	\$30.01	30.75	31.52	32.27	33.36	34.19	34.98	35.85	36.70
14	\$32.72	33.53	34.39	35.21	36.36	37.30	38.19	39.10	40.01
15	\$34.31	35.18	36.01	36.91	38.12	39.08	40.01	40.95	41.92
16	\$35.86	36.73	37.71	38.55	39.87	40.86	41.82	42.85	43.81
17	\$36.67	37.56	38.51	39.39	40.69	41.73	42.80	43.78	44.79
18	\$37.43	38.30	39.33	40.20	41.58	42.63	43.69	44.68	45.74

Initials (

APPENDIX "B" PROFESSIONAL SUPPORT STAFF

All matters relative to Professional Support Staff and their working conditions will be contained in this Appendix and those Articles of the Agreement so designated hereinafter.

<u>ARTICLE 1 - MANAGEMENT RIGHTS</u>

ARTICLE 2 - APPLICATION

ARTICLE 3 - DURATION AND TERMINATION OF AGREEMENT

The provisions of Article 1, 2 and 3 of this Agreement affect all employees covered by this Appendix.

ARTICLE 4 - DEFINITIONS

Only the provisions of Clauses 4.1, 4.2, 4.3, and 4.7 of this Agreement affect all employees covered by this Appendix.

- 4.4 A "probationary employee" is a person who is employed by the Division in a permanent position and is serving a probationary period for the purpose of meeting the requirements of the position, as specified in clause 6.1.
- 4.8 "Professional Support Staff" shall mean employees employed in the Categories and Classifications as outlined in Article 36.

ARTICLE 5 - DISCRIMINATION

The provisions of Article 5 of this Agreement affect all employees covered by this Appendix.

ARTICLE 6 - PROBATIONARY PERIOD

6.1 Probationary Period:

- (a) The probationary period is the initial period of employment in a permanent position, which shall be used to determine suitability, and compatibility for continued employment. The probationary period shall be twelve (12) calendar months. 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 Division's discretion upon the Division concluding that such employee is unsuitable and/or not compatible.
- (b) Notwithstanding clause 6.1(a), a temporary employee whose temporary position becomes permanent shall have their time worked in the position considered as part of the required probationary period provided, they are selected for the permanent position.

ARTICLE 7 - SENIORITY

Only the provisions of Clauses 7.2 and 7.3 of this Agreement affect all employees covered by this Appendix.

ARTICLE 8 - JOB POSTINGS, PROMOTIONS AND TRIAL PERIOD

- 8.1 All vacancies that occur or newly created positions will be posted on eRecruit for three (3) working days. 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, **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, STAFFING ROUNDS, RECALL AND DISPLACEMENT

9.1 <u>Layoff Procedure:</u>

- (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 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 Division 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

Initials

who do not notify the Division of their intent within the aforementioned time-frame shall be deemed to have terminated employment with the Division.

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 10 - DISCIPLINE ARTICLE 11 - PERSONNEL RECORDS

The provisions of Article 10 and 11 of this Agreement affect all employees covered by this Appendix.

ARTICLE 12 - GRIEVANCE AND ARBITRATION PROCEDURE

The provisions of Article 12 of this Agreement affect all employees covered by this Appendix.

ARTICLE 13 - HOURS OF WORK

Only the provisions of Clause 13.2 of this Agreement affect all employees covered by this Appendix.

- 13.1 The working hours for twelve (12) month and ten (10) month employees shall normally be thirty-five (35) hours per week, averaged over their annual period of employment.
- 13.3 Ten (10) month employees are expected to maintain their hours of work during their annual period of employment, including those days/periods when the schools are operating at less than normal levels.
- 13.4 Where a situation arises that will result in an employee having an exceptional workload or excessive hours of work, the approval of the Superintendent, Instructional Services or designate is required prior to the employee performing the exceptional workload or excessive hours of work. Where prior approval has been received, employees shall be granted lieu time and such lieu time is to be taken at a time mutually agreed upon by the employee and their immediate supervisor.
- 13.5 The Division may provide opportunities for employees to work extra hours in order to receive extra days off with pay during Christmas holidays, Easter/Spring Break and in addition, for twelve (12) month employees, Fridays off during July and August.
- 13.6 It is understood that employees are expected to participate in activities that are normal extensions of their professional duties and responsibilities. These functions shall include, but are not limited to, consultations with teachers, other Division personnel and parents; preparation of written documentation and reports as necessary; attendance at meetings specific to their duties and work units. It is also understood that some parameters are necessary in order to ensure both the quality of program delivery and a viable work load for employees. The appropriate Superintendent or designate shall determine these parameters in consultation with the employee(s).

Initials

ARTICLE 15 - GENERAL HOLIDAYS

The provisions of Article 15 of this Agreement affect all employees covered by this Appendix.

ARTICLE 16 - VACATIONS

The provisions of Article 16 of this Agreement affect all employees covered by this Appendix.

ARTICLE 17 - SICK LEAVE

Only the provisions of Clauses 17.1, 17.3, 17.4, 17.5, 17.6, 17.7, 17.8, 17.9, 17.10 and 17.11 of this Agreement affect all employees covered by this Appendix.

- 17.2 (a) After the completion of six (6) months worked, employees shall be entitled to ninety (90) working days sick leave.
 - (b) An employee who is absent for necessary medical or dental treatment or because of illness or injury for more than **five** (5) consecutive work days shall present a Division Medical Form to the Division.
 - (c) Where there is no reasonable expectation that the employee will return to work prior to the expiry of their sick leave, the Division shall provide the forms and the employee will make application to the Long Term Disability Insurance Plan.

After ninety (90) working days of continuous absence due to illness or injury, no further salary shall be paid.

- (d) At the discretion of the Division:
 - i) an employee may be required to provide a Division Medical Form, signed by a qualified medical practitioner, or
 - ii) with written notification (outlining the Division's reasoning) to an employee and the Union President, an employee may be directed to a medical examination by the Division's appointed physician and/or to a Functional Work Assessment.

In either case, the Division shall designate the medical practitioner and/or assessor and pay the cost thereof, except in the case of a Division Medical Form required under clause 17.2 (b).

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

ARTICLE 18 - GENERAL LEAVE

ARTICLE 19 - MATERNITY, ADOPTION, PARENTAL AND PATERNITY LEAVE

ARTICLE 20 - BEREAVEMENT LEAVE

ARTICLE 21 - COMPASSIONATE LEAVE

ARTICLE 22 - JURY DUTY

ARTICLE 23 - COURT APPEARANCES

The provisions of Article 18, 19, 20, 21, 22, and 23 of this Agreement affect all employees covered by this Appendix.

ARTICLE 25 - EDUCATIONAL LEAVE ARTICLE 26 - CONSULTATION COMMITTEE

The provisions of Article 25 and 26 of this Agreement affect all employees covered by this Appendix.

ARTICLE 27 - DEDUCTION OF DUES AND UNION BUSINESS

Only the provisions of Clauses 27.1, 27.2, 27.3, and 27.5 of this Agreement affect all employees covered by this Appendix.

27.4 On a monthly basis, the Division 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.

ARTICLE 28 - POSITION PROFILES ARTICLE 29 - MILEAGE ALLOWANCE

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

ARTICLE 31 - PARKING

The provisions of Article 31 of this Agreement affect all employees covered by this Appendix.

ARTICLE 32 - PENSION AND RETIREMENT

The provisions of Article 32 of this Agreement affect all employees covered by this Appendix.

ARTICLE 33 - BENEFITS

Only the provisions of Clauses 33.1, 33.3, 33.4, 33.5 and 33.6 of this Agreement affect all employees covered by this Appendix.

- Participation in the Benefit Plans described in this Article is compulsory where indicated, for all employees working seventeen and one-half (17½) hours per week or more and is effective after six (6) months' employment with the Division.
- 33.7 The Division will reimburse Registered Psychologists for the College of Alberta Psychologists (CAP) Fees, once they have satisfactorily completed their probationary period and are a regular employee.

ARTICLE 34 - SALARY ADMINISTRATION

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

- Employees shall be paid in accordance with the schedule in Article 36, which shows the 34.1 applicable range/increments for categories or classifications of employees covered by this Article.
- 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 evaluation.

- 34.4 Subsequent increments, within the given pay range, for a regular employee not referred to in clause 34.5 shall be effective as outlined in Article 36. All increases may be granted on the anniversary date of the employee's employment date from the date of successful completion of the probationary period until the employee reaches the maximum salary of the applicable pay range. An increase may be withheld for an unsatisfactory performance assessment and the Union shall be so informed.
- A regular employee who is promoted or whose position is reclassified to a higher 34.5 category shall be entitled to an increment at the anniversary date of the employee's promotion or reclassification in such higher category. The adjusted salary shall be effective at the start of the pay period following the anniversary date of the employee's promotion or reclassification.
- 34.8 Ten (10) month employees shall receive a salary divided into twenty-two (22) equal pays, the first of which shall occur at the end of the pay period in which the commencement of the school year has taken place.

ARTICLE 35 - TERMINATION

Employees shall give the Division at least four (4) weeks notice should they decide to 35.1 terminate employment.

ARTICLE 36 - CATEGORIES, CLASSIFICATIONS AND PAY SCHEDULES

Category I:

Family & Community Engagement Support Worker

(Justice, Equity, Diversity and Inclusion)

Division Wellness Worker

Indigenous Cultural Liaison Worker

Indigenous Wellness Worker

Instructional Media Centre Specialist International Student Support Worker

School Wellness Worker

Category IA:

Social Worker

Cont'd

<u>Category IB:</u> In-Class Support Worker - Complex Autism/Developmental Conditions

Category II: Social Worker

Category III: Provisional Psychologist

Category IV: Audiologist

Occupational Therapist
Physical Therapist
Registered Psychologist
Speech Language Pathologist

<u>Category V:</u> Senior Graphic Designer

Category VI: Applications Support Lead

Computer Technician Team Lead

Help Desk Lead Transportation Analyst

Professional Support Staff Salary Schedule <u>Effective as of June 1, 2023</u>

	Step 6	Stop 7	04
Hourly 35.20 36.33 37.44 38.57 39.67		Step 7	Step 8
	40.78	41.90	43.02
		_	
Category IA Step 1 Step 2 Step 3 Step 4 Step 5	Step 6	Step 7	Step 8
Hourly 38.24 40.20 42.31 44.30 46.60	48.56		
	Step 6	Step 7	Step 8
Hourly 31.92 32.94 33.95 34.96 35.97	36.99	38.00	39.03
	Step 6	Step 7	Step 8
Hourly 46.92 48.86 50.92 52.88 55.26	57.21	59.15	61.65
	- 1	_	
	Step 6	Step 7	Step 8
Hourly 41.21 43.35 45.47			
	<u> </u>		
Category IV Step 1 Step 2 Step 3 Step 4 Step 5	Step 6	Step 7	Step 8
Hourly 58.63 61.04 63.65 66.10 69.06	71.48	73.94	77.04
Category V Step 1 Step 2 Step 3 Step 4 Step 5	Step 6	Step 7	Step 8
Hourly 36.83 38.16 39.51 40.78 42.11	43.43	44.75	46.06
	Step 6	Step 7	Step 8
Hourly 41.93 43.35 44.75 46.15 47.56	48.97	50.37	51.81

Professional Support Staff Salary Schedule Effective as of September 1, 2023

Category I	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	35.55	36.69	37.81	38.96	40.07	41.19	42.32	43.45
Category IA	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	38.62	40.60	42.73	44.74	47.07	49.05	-	
Category IB	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	32.24	33.27	34.29	35.31	36.33	37.36	38.38	39.42
Category II	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	47.39	49.35	51.43	53.41	55.81	57.78	59.74	62.27
Category III	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	41.62	43.78	45.92					
Category IV	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	59.22	61.65	64.29	66.76	69.75	72.19	74.68	77.81
Category V	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	37.20	38.54	39.91	41.19	42.53	43.86	45.20	46.52
Category VI	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	42.35	43.78	45.20	46.61	48.04	49.46	50.87	52.33

Professional Support Staff Salary Schedule Effective as of February 1, 2024

Category I	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	36.08	37.24	38.38	39.54	40.67	41.81	42.95	44.10
Category IA	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	39.20	41.21	43.37	45.41	47.78	49.79		
Category IB	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	32.72	33.77	34.80	35.84	36.87	37.92	38.96	40.01
Category II	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	48.10	50.09	52.20	54.21	56.65	58.65	60.64	63.20
	**							
Category III	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	42.24	44.44	46.61		•		•	-
Category IV	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	60.11	62.57	65.25	67.76	70.80	73.27	75.80	78.98
Category V	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	37.76	39.12	40.51	41.81	43.17	44.52	45.88	47.22
Category VI	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	42.99	44.44	45.88	47.31	48.76	50.20	51.63	53.11

LETTER OF UNDERSTANDING

EXEMPTIONS OF POSITIONS OR EMPLOYEES

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

LETTER OF UNDERSTANDING - EXEMPTIONS OF POSITIONS OR EMPLOYEES

The Division agrees that at any time should it wish to exempt any position or employee from the Union's bargaining unit, it shall first discuss the same with the Union. If no agreement is reached between the parties, it shall be submitted to the Labour Relations Board for settlement.

LETTER OF UNDERSTANDING - 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.