

# COLLECTIVE AGREEMENT

BETWEEN

**HOLY SPIRIT ROMAN CATHOLIC SEPARATE  
REGIONAL DIVISION No. 4**



- AND -

**CANADIAN UNION OF PUBLIC EMPLOYEES**  
***CUPE* LOCAL 290**

September 1, 2018 to August 31, 2021

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## COLLECTIVE AGREEMENT

The attached Agreement is made in duplicate this 19 day of June 2019.

BETWEEN: Holy Spirit Roman Catholic Separate Regional Division No. 4,  
(hereinafter called the "Employer")  
OF THE FIRST PART,

AND: Canadian Union of Public Employees, Local No. 290.  
(hereinafter called the "Union")  
OF THE SECOND PART.

WITNESSETH THAT THE PARTIES HERETO HAVE AGREED AS FOLLOWS:

THIS CONTRACT WILL AFFIRM THE SPIRITUAL, PROFESSIONAL, AND INDIVIDUAL DIGNITY OF EACH AND EVERY EMPLOYEE OF THE SCHOOL DIVISION.

THROUGH THIS AGREEMENT, BY PROVIDING REASONABLE EMPLOYMENT AND JOB SECURITY FOR ITS EMPLOYEES, THE EMPLOYER ENSURES QUALITY EDUCATION FOR THE CHILDREN, THE TRUST GIVEN THE EMPLOYER BY THE COMMUNITY.

### ARTICLE 1: TERM OF AGREEMENT

1.1 This Agreement shall remain in full force and effect from the 1<sup>st</sup> day of September 2018 and continue in full force and effect to the 31<sup>st</sup> day of August, 2021 and from year to year thereafter, unless either Party to this agreement is given notice in writing by the other Party in the period one hundred twenty (120) days prior to the expiry date of August 31, 2021 or the expiry date in any subsequent year.

### ARTICLE 2: UNION RECOGNITION

- 2.1 The Employer acknowledges that CUPE Local 290 is the sole and exclusive bargaining agent for all Employees as per Alberta Labour Relations Certificate No. 87-2014 issued on the 18<sup>th</sup> day of March 2014.
- 2.2 The Employer agrees to inform new Employees that a Union agreement and check-off dues are in effect.
- 2.3 The Employer agrees to allow the posting of Union notices on Employer's bulletin boards for Bargaining Unit Employees. Such notices shall relate to appointments, meetings, elections, and conventions of the Union, and Union social and recreational affairs.
- 2.4 The Employer shall make the Collective Agreement available to all Employees through online access, either by posting on their website or through an internal electronic access method.

2.5 Union Dues:

Union dues deducted shall be sent to the Local 290 Secretary Treasurer, attached with a list of each Employee's name, address, telephone number, the amount of dues deducted and the regular wages, provided there is no additional cost to the Holy Spirit School Employer.

### ARTICLE 3: INTERPRETATIONS AND DEFINITIONS

3.1 Head Caretaker:

Shall be assigned the supervisory duties of the caretaker function. A Head Caretaker shall be appointed to every school or Administrative building.

3.2 Caretaker:

Shall be a person assigned to various work locations to perform caretaking functions.

3.3 Relief Caretaker:

Shall be the person assigned to various work locations to replace caretakers who are absent for various reasons. This individual(s) may also be used in other areas of work at the Employers discretion.

3.4 Maintenance Worker:

A person assigned to work in various locations and in other areas of work at the Employers discretion.

3.5 Bargaining Agent:

Shall mean those duly appointed representatives of the Union to discuss with a committee of the Employer any and all matters affecting this agreement and the Union.

3.6 Employer Limitations:

No Employee shall be required to make a written or verbal agreement with the Employer or its representative.

3.7 Committee:

Shall mean the Committee or person, or persons, appointed by the Employer to meet with the bargaining Agent on all matters affecting this Agreement.

3.8 Notice of Meeting:

Either Party of this Agreement may give notice at any time to the other Party that a meeting is desired and said meeting shall be held at a time and place as shall be fixed by mutual agreement.

3.9 Salary:

The salary to be paid to all Employees covered by this agreement shall be in accordance with the salary schedule in force from time to time as negotiated by both Parties to this agreement and shall be paid on a monthly basis on or before the twenty-fifth (25<sup>th</sup>) day of each month.

### **3.10 Temporary and Relief Employees**

- 3.10.1** A temporary position shall be of specific term of not less than ninety (90) calendar days, nor greater than one (1) calendar year.
- (a)** When a permanent Employee is hired to fill a temporary position, the Employee shall maintain all rights to the collective agreement, including permanent status, benefits and seniority accrual during the term.
  - (b)** Upon the expiry of the temporary position, an Employee shall revert to their former position.
  - (c)** Length of temporary positions may be adjusted by mutual agreement between the Union and the Employer. Said agreement shall not be unreasonably withheld.
- 3.10.2** Temporary Employees who are employed for a specific term shall be entitled to all rights and benefits of the Collective Agreement, unless otherwise specified. Such Employees shall not in any way displace regular Employees nor will they be retained in or granted work in preference to regular Employees who normally perform the work. Such Employees may apply for a posted vacancy and will receive consideration for such vacancy before a new Employee is hired.
- 3.10.3** Relief Employee shall be defined as an Employee who is hired to fill a position on a day-to-day basis, made temporarily vacant as a result of sickness, leave of absence, or vacation, etc. Relief Employees shall be paid at the hourly rate and shall not be entitled to the benefits and rights under the Collective Agreement apart from the following Articles:
- Article 2: Union Recognition
  - Article 3: Interpretations and Definitions
  - Article 4: Salary Schedule
  - Article 6: General Holidays
  - Article 11: Overtime – Clause 11.1 Regular Overtime
  - Article 13: Grievance Procedure
  - Article 14: Health and Safety
  - Article 15: Discrimination
- 3.10.4** Notwithstanding, Clause 3.10.3 above, if a Relief Employee is employed for six (6) continuous months the Employee is then a temporary Employee and entitled to all rights and benefits of the Collective Agreement.

## ARTICLE 4: SALARY SCHEDULE

- 4.1 Effective the date of ratification, a two percent (2%) signing bonus covering all Employees in the bargaining unit employed as of the date of ratification, using Box 14 of the 2018 T4 Supplementary.

Effective September 1, 2019, a one percent (1%) signing bonus to all Employees employed as of September 1, 2019, covering the earnings from August 16, 2018 to August 15, 2019.

Effective September 1, 2020, a two percent (2%) increase on the Grid.

Classification	September 1, 2020	
	Start Rate (first six months of employment)	Job Rate
Relief Caretaker		\$22.33
Caretaker	\$22.33	\$23.81
Head Caretaker	\$23.81	\$24.84
Labourer (casual)		\$15.00 (adjusted)
Labourer (permanent)	\$22.33	\$23.81
Maintenance Worker	\$26.38	\$28.08
Journeyman Electrician	\$31.46	\$33.47
Journeyman Carpenter	\$31.46	\$33.47
Journeyman Plumber	\$31.46	\$33.47

### 4.2 Certificate Allowances (monthly)

An Employee who is certified shall be paid the following allowances:

Classification	September 1, 2020 +2%
Building Operators B	\$38.49
Class 5 Engineer	\$38.49
Buildings Operators A	\$43.70
4 <sup>th</sup> Class Stationary	\$48.90

### 4.3 Shift Premium

In recognition of abnormal hours of work, the Employer will pay a premium two dollars and twenty-five cents (\$2.25) per hour to any Employee assigned to work any hours between 7:00 p.m. and 6:00 a.m. This premium is to be added to the Employee's regular rate of pay.

## ARTICLE 5: ANNUAL VACATION

### Permanent Employees:

Permanent Employees covered by this Agreement shall receive paid vacations in accordance with the following schedule:

- 5.1 One to twelve (1-12) months  
At the rate of one and a quarter (1.25) working days for each complete month of service. In the event an Employee leaves before completing twelve (12) months of service, the Employee shall receive vacation with pay at the rate provided for in the *Employment Standards Code*.
- 5.2 Commencing the second (2<sup>nd</sup>) year of employment  
At the rate of fifteen (15) working days per annum. In the event an Employee leaves before completing the second (2<sup>nd</sup>) year of service, the Employee's vacation shall be prorated based upon the anniversary date.
- 5.3 Commencing the sixth (6<sup>th</sup>) year of employment  
At the rate of twenty (20) working days per annum. In the event an Employee leaves before completing the sixth (6<sup>th</sup>) year of service, the Employee's vacation pay shall be prorated based upon the anniversary date.
- 5.4 Commencing the fifteenth (15<sup>th</sup>) year of employment  
At the rate of twenty-five (25) working days per annum. In the event an Employee leaves before completing the fifteenth (15<sup>th</sup>) year of service, the Employee's vacation pay shall be prorated based upon the anniversary date.
- 5.5 Commencing the twenty-fourth (24<sup>th</sup>) year of employment  
At the rate of thirty (30) working days per annum. In the event an Employee leaves before completing the twenty-fourth (24<sup>th</sup>) year of service, the Employee's vacation pay shall be prorated based upon the anniversary date.
- 5.6 Commencing the thirtieth (30<sup>th</sup>) year of employment  
At the rate of thirty-five (35) working days per annum. In the event an Employee leaves before completing the thirtieth (30<sup>th</sup>) year of service, the Employee's vacation pay shall be prorated based up the anniversary date.
- 5.7 Anniversary date is the date the Employee commenced service with the Employer.
- 5.8 Vacations are to be taken during school holidays or at such time as may be approved by the Employer. At the discretion of the Employer, an Employee may be granted permission to use annual vacation other than during July and August. Where such a request is made, permission will not be unreasonably withheld. Where two or more caretakers are employed in one school, the order in which annual vacations shall be taken shall be determined by seniority. Vacation requests must be submitted to the Plant Operations Coordinator by April 30 of each year. All requests submitted after April 30 will be granted on first-come first-serve basis.

- 5.9 If a General Holiday occurs during an Employee's vacation such Employee shall receive another day's vacation with pay.
- 5.10 In the event that an Employee incurs an emergency requiring hospitalization during the Employee's vacation, sick leave will take effect and after recovery, vacation will recommence.
- 5.11 No Employee shall have more than one year's vacation entitlement in their vacation bank on August 31<sup>st</sup> of each year. In the event the Employee's bank exceeds the annual vacation entitlement, vacation time will be scheduled by the Secretary-Treasurer or their designate.
- 5.12 No accrual of vacation credits shall occur while an Employee is on leave without pay, if leave extends beyond thirty (30) days.
- 5.13 Relief Employees  
Relief Employees shall receive vacation pay as per *Alberta Employment Standards*.

**ARTICLE 6: GENERAL HOLIDAYS**

- 6.1 General Holidays  
In addition to the annual holidays, each Employee shall be entitled to the following General Holidays:

New Year's Day	Heritage Day
Family Day (third Monday of February)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

and any public holiday proclaimed by the Municipal Government, the Provincial Government or the Federal Government. The inclusion of Easter Monday as a General Holiday as conditional that there will be no change in the school year as it is presently known. In the event that the Easter break is replaced with a fixed spring break, then a day off in lieu of Easter Monday will be given as a paid holiday.

- 6.2 If a General or declared Holiday falls on an Employee's regular day off, an additional day off with pay shall be given, provided that the Federal, Provincial or Municipal Government has not declared an additional holiday in lieu thereof.
- 6.3 Employees are entitled to receive General Holiday pay immediately upon starting employment. Employees will be paid their average daily wage. The average daily wage will be calculated as five percent (5%) of the previous four (4) weeks' earnings including hourly wages, Shift Premium, General Holiday pay, and Vacation pay. Overtime pay is not included in the calculation of the average daily wage.

## ARTICLE 7: SICK LEAVE PAYMENT

- 7.1 In the first (1<sup>st</sup>) year of services with the Employer, the Employee shall be granted a maximum of twenty-four (24) days of sick leave, accrued at the rate of two (2) days per month of employment.

In the second year (2<sup>nd</sup>) of service and longer, annual sick leave, will accrue at the rate of two (2) days per month of employment to a maximum of seventy-five (75) work days. Sick leave with payment from the sick leave bank will be granted to an Employee for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness or disability or quarantine. No accrual of sick leave credits shall occur while an Employee is on leave without pay, if leave extends beyond thirty (30) days.

After the sick leave bank has been depleted, no further payment shall be made. After ninety (90) calendar days of continuous absence due to medical disability, no further salary shall be paid, and the Alberta School Employee Benefit Plan shall take effect for those Employees who are covered by the Alberta School Employees Benefits Plan (ASEBP).

- 7.2 When an Employee leaves the employ of the Employer all sick leave shall be cancelled.
- 7.3 Before any payment is made under the foregoing regulations, the Employee shall provide:
- (a) Absences of three (3) working days or less shall be entered into the Leave Management System.
  - (b) A certificate signed by a qualified medical or dental practitioner where the absence is for a period of over three (3) working days.
  - (c) When the sickness extends for a period of over one (1) month, the Employee may, at the discretion of the Employer, be called upon to furnish a further medical certificate at the end of each month during the duration of the sickness.
  - (d) At the discretion of the Employer an Employee may be required to submit to an examination by a health authority at any time, costs to be borne by the Employer.
  - (e) Workers Compensation  
If an Employee covered by this contract is prevented from performing regular duties on account of an occupational accident that is recognized by the Workers' Compensation Employer as compensational within the meaning of the *Compensation Act* the Employer will supplement the award made by the Compensation Employer for the loss of wages to the Employee by such an amount so that the award of the Compensation Employer for loss of wages together with the supplementation by the Employer will equal one hundred (100%) percent of the Employee's regular wage. The supplementation by the Employer shall not be for a period in excess of one hundred twenty (120) calendar days. It is understood and agreed the Employee will turn over to the Employer, the compensation monies received for the stated period of time.

## ARTICLE 8: LEAVES OF ABSENCE

### 8.1 Personal Reasons

An Employee may apply for in writing and upon approval receive leave of absence for personal reasons subject to the following conditions:

### 8.2 With Full Pay on a pro-rata basis

- 8.2.1 In any contract year, not more than five (5) days leave for the critical illness requiring hospitalization of each of father, mother, husband, wife, son, daughter, brother, sister of Employee or parents of spouse.
- 8.2.2 In any one (1) contract year – not more than five (5) days leave for the death of each of father, mother, husband, wife, son, daughter, brother, sister of Employee or parents of spouse.
- 8.2.3 In any contract year – not more than ten (10) days leave for combined critical illness and death for each of father, mother, husband, wife, son, daughter, brother, sister of Employee or parents of spouse.
- 8.2.4 In any one contract year – two (2) days leave for the funeral of grandparents, grandchild, and in-laws.
- If the circumstances warrant additional leave, and subject to approval of the Deputy Superintendent, the two (2) days may be extended to a maximum of five (5) days.
- 8.2.5 In any one contract year – one (1) day leave for the funeral of each of the Employee's uncle, aunt, cousin, nephew, and niece.
- 8.2.6 For acting as a pall bearer, or to act in a ministerial capacity at a funeral, one (1) day.
- 8.2.7 While obtaining citizenship papers at a scheduled session of the court, one-half (1/2) day.
- 8.2.8 When subpoenaed as a juror or witness or as a witness or a defendant to appear in court in their official capacity, at a location within the Province of Alberta, providing any fee received by the Employee for acting as a juror or witness is remitted in full to the Board. An Employee acting as a voluntary witness shall not be paid his/her normal earnings.
- 8.2.9 For Employees to attend meetings or business of CUPE Local 290 as it effects the affairs of Holy Spirit Roman Catholic Separate Regional Division No. 4 provided such leave has been approved by the Employer or designate.
- 8.2.10 For the funeral of a friend of the family not to exceed one (1) day.

- 8.2.11 Because of impassable roads or the suspension of public transportation or any other cause related thereto beyond the Employee's control.
- 8.2.12 Subject to the approval of the Deputy Superintendent, an Employee may be granted not more than three (3) days in any one contract year for some emergency or misfortune demanding the Employee's attention.
- 8.2.13 Subject to the approval of the Deputy Superintendent, leave will be granted for the purpose of taking job related courses and examinations.
- 8.2.14 Parental Leave – one (1) day shall be granted for the birth/adoption of their child.
- 8.2.15 Provided the leave will not unduly interfere with the operations of the Division and upon written request with reasonable notice, leave of absence shall be granted, without pay to attend conventions, executive and committee meetings related to the ongoing business of CUPE Local 290.

Employees on such leave of absence will continue to be paid by the Employer, but the Union shall reimburse the Employer for such wages upon receipt of a statement of the amount owing.

### 8.3 With Loss of Pay

8.3.1 Special leave of absence without pay may be granted by the Employer to an Employee insofar as the regular and efficient operation of the system will permit, provided reasonable notice in writing has been given by the applicant to the Employer.

#### 8.3.2 Entitlement to Maternity Leave

- (a) A pregnant Employee is entitled to maternity leave without pay as outlined below. During the maternity leave, the Employee is entitled to continue her benefit plan coverage on the same cost-sharing basis as other eligible Employees.
- (b) A pregnant Employee, referred to above, is entitled to a maternity leave of:
- (i) A period not exceeding sixteen (16) weeks commencing at any time during the period of thirteen (13) weeks immediately preceding the estimated date of delivery, and not later than the date of delivery; and
- (ii) if the actual date of delivery is after the estimated date of delivery, an additional period of time consisting of the time between the estimated date of delivery and the actual date of delivery.
- (c) Subject to Clause 8.3.2.2, the maternity leave shall include a period of at least six (6) weeks immediately following the actual date of delivery.
- (d) Maternity leave shall be counted as seniority.

**8.3.2.1 Notice of Maternity Leave**

A pregnant Employee shall provide the Employer at least six (6) weeks' notice in writing of the day in which she intends to commence maternity leave and, if requested by the Employer, shall provide a medical certificate certifying that she is pregnant and giving the estimated date of delivery.

**8.3.2.2 Shortening Maternity Leave**

An Employee, with the agreement of the Employer, may shorten the duration of the six (6) week period following the actual date of delivery by providing the Employer with a medical certificate indicating that resumption of work will not endanger her health.

**8.3.2.3 No Notice of Maternity Leave**

An Employee who fails to comply with Clause 8.3.2.1 and who is otherwise entitled to maternity leave, is entitled to maternity leave for the period specified in Clause 8.3.2 if within two (2) weeks after she ceases to work, she provides the Employer with a medical certificate which:

- (a) Indicates that she is not able to work by reason of a medical condition arising from her pregnancy; and
- (b) Gives the estimated date of delivery or the actual date of delivery.

**8.3.2.4 Selection of Benefits**

When the Employee or the Employee's physician determines that the pregnancy of the Employee interferes with the performance of her duties (date of disability), the Employee shall be eligible for one of the following options:

- (a) If the date of disability is prior to ten (10) weeks before the estimated date of delivery and continues without return to work, the Employee shall be placed on sick leave until such point, as the Employee is eligible to apply for Extended Disability Benefits.
- (b) If the date of disability begins within the ten (10) week period before the estimated date of delivery, or on the date of delivery, the Employee shall choose either (b) (i) or (ii) below. Such choice shall apply until the Employee returns to work following delivery or until the Employee returns to work from maternity leave.
  - (i) Sick leave under Clause 7.1 from the date of disability until the date of delivery followed by maternity leave commencing the date following the date of delivery with access to remaining sick leave under Clause 7.1, or
  - (ii) Maternity leave commencing the date of disability with access to the Employer's Supplemental Employment Benefit Plan (SEBP) under Clause 8.3.2.5.

### **8.3.2.5 Supplemental Employment Benefit Plan (SEBP)**

- (a) The Employer shall implement a SEBP, which shall provide an Employee on maternity leave with 100% of her normal weekly earnings during the health-related portion of the maternity leave.
- (b) The SEBP will be paid for the duration of the absence from duties during maternity leave while the Employee is in receipt of Employment Insurance (EI) benefits and during the EI waiting period up to a maximum number of days equal to the Employee's sick leave entitlement. After ninety (90) consecutive days of disability, the SEBP payments shall cease and the Employee should apply for Extended Disability Benefits.
- (c) For the duration of the SEBP, the Employer shall continue to pay the Employer's portion of the Employee's benefit plan premiums specified in Article 9.

### **8.3.3 Parental Leave**

- (a) The Employer shall grant parental leave to an Employee in the following circumstances:
  - (i) in the case of an Employee entitled to maternity leave, a period of not more than sixty-two (62) consecutive weeks immediately following the last day of the Employee's maternity leave;
  - (ii) in the case of a parent who is employed by the Employer, a period of not more than sixty-two (62) consecutive weeks within seventy-eight (78) weeks after the child's birth;
  - (iii) in the case of an adoptive parent who is employed by the Employer, 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.
- (b) If both parents are Employer Employees, the parental leave may be accessed entirely by one of the parents or shared between the parents. However, the Employer is not required to grant parental leave to more than one Employee at a time.

#### **8.3.3.1 Notice of Parental Leave**

- (a) An Employee must give the Employer at least six (6) weeks of notice of the date the Employee will start parental leave unless:
  - (i) the medical condition of the birth mother or child makes it impossible to comply with this requirement; or
  - (ii) the date of the child's placement with the adoptive parent was not foreseeable.

- (b) If the Employee cannot comply with the written notice requirement for any of the reasons stated under subsection 8.3.3.1 (a), the Employee must give the Employer written notice at the earliest possible time of the date that the Employee will start or has started parental leave.

#### 8.3.4 Notice of Resumption of Employment

- (a) An Employee who wishes to resume working on the expiration of a maternity leave or parental leave shall give the Employer at least four (4) weeks written notice of the date on which the Employee intends to resume work and, in no event, not later than four (4) weeks before the end of the leave period to which the Employee is entitled, or four (4) weeks before the date on which the Employee has specified as the end of the Employee's leave period, whichever is earlier.
- (b) An Employee returning from maternity leave or parental leave is entitled to a position with the Employer. The Employer, shall when possible, return the Employee to the position held prior to the leave.

## ARTICLE 9: BENEFIT PLANS

### 9.1 Participation

All Employees except those defined in Clause 3.10.3 who are employed for a minimum of fourteen (14) hours per week, shall participate in the plans in effect under the conditions and regulations of the respective plans.

### 9.2 Alberta School Employee Benefit Plan (ASEBP)

All Employees shall be covered under the provisions of the ASEBP Life Insurance Plan II and the Long-Term Disability Plan D with the Employer 100% of the premium.

### 9.3 Alberta Health Care Insurance

The Employer's contribution to the Alberta Health Care Insurance covering persons employed by the Employer shall be at the rate of 100% of the premium.

### 9.4 ASEBP - Extended Health Care - Plan 1

The Employer's contribution to the ASEBP-Extended Health Care Plan 1 covering persons employed by the Employer shall be at the rate 100% of the premium.

### 9.5 ASEBP - Dental Care - Plan III

The Employer's contribution to the ASEBP - Dental Care - Plan III covering persons employed by the Employer shall be at the rate of 100% of the premium.

### 9.6 ASEBP - Vision Care Plan 3

The Employer's contribution to the ASEBP Vision Care Plan 1 covering persons employed by the Employer shall be at the rate of 100% of the premium.

- 9.7 The Employer will implement, for each support staff member with seniority, a Health Spending Account. Eligible support staff with seniority will be actively at work, on maternity leave, on sick leave or extended disability. The Employer will contribute annually, an amount of three hundred fifty (\$350.00) dollars for eligible staff members.
- 9.8 Pension Plan  
All eligible Employees shall participate under the provisions of the Local Authorities Pension Plan (LAPP). The Employer's contribution shall be in accordance with Administrative Procedure and in accordance with the regulations of the Plan. Eligible Employees shall include all Employees who work at least fourteen (14) hours per week.
- 9.9 Death Benefit  
The Employer, upon the death of an Employee, shall immediately pay one (1) month of the annual salary less tax deductions to the beneficiary as designated by the Employee.

## ARTICLE 10: HOURS OF WORK AND SCHEDULING OF WORK

- 10.1 Full-time hours of work shall be eight (8) hours per day, five (5) consecutive days, forty (40) hours per week, with not more than a two (2) hour lunch break.

Part-time hours of work shall be a minimum of fifteen (15) hours per week.

- 10.2 Pay on Temporary Assignment:

When an Employee is assigned in writing by the Plant Operations Coordinator to temporarily relieve in a higher paying position, the Employee shall receive the rate of pay and premiums for the job for all hours so worked. Temporary assignments shall be no longer than ninety (90) days.

When an Employee is assigned to a position paying a lower rate, the Employee's rate of pay shall not be reduced.

The Employer agrees that temporary appointments shall normally be done in order of seniority, therefore; in schools or facilities with two or more caretakers, including the Head Caretaker, and during any absence of the Head Caretaker and where the Plant Operations Coordinator deems necessary to replace the Head Caretaker, the appointment shall be from the next most senior qualified Caretaker.

## ARTICLE 11: OVERTIME

- 11.1 Regular Overtime

An Employee shall receive overtime pay at the rate of one and one-half (1.5) for each hour worked in excess of eight (8) hours per day or forty (40) hours per week.

- 11.2 Emergency Calls Overtime

Shall be paid at the rate of double time (2x) for a minimum of two (2) hours for any one emergency call. It is understood and agreed that the Employer or its representative shall be the one who requests an emergency call out.

11.3 Emergency Calls On-Call List

Should an Employee on the On-Call list receive a call outside of work hours but not be required to leave their premises in order to respond or provide necessary support, they shall be compensated for their time by the quarter hour for payment of an overtime rate one and one-half times (1½x).

11.4 Work Performed on General or Declared Holidays

If a General or Declared Holiday falls on an Employee's regular working day and the Employee is required to work, salary shall be paid in addition to the regular rate of pay, one and one-half times (1½x) the Employee's regular rate of pay for each hour worked.

11.5 Overtime Bank

- (a) Time worked in excess of eight (8) hours may be banked at the overtime rate of one and one-half (1.5) hours for each hour of overtime. The overtime bank shall not exceed forty (40) hours. All overtime must be pre-approved by the Secretary-Treasurer or designate before overtime is worked.
- (b) Where mutually agreed between the Employer and the Employee, an Employee may request time off in lieu of overtime worked, to be taken in conjunction with their annual holiday or at any other time.
- (c) An Employee may request a pay out of banked overtime hours by submitting the request in writing at least fourteen (14) days prior to the date of the next payroll.
- (d) Any overtime hours outstanding shall be paid out by August 31 of each school year.

**ARTICLE 12: QUALIFICATIONS, TERMINATIONS, APPOINTMENTS, NOTIFICATIONS OR VACANCIES**

12.1 Appointments

The following conditions shall apply to all permanent staff appointments:

- (a) Each new Employee will be required to serve a six (6) month probationary period from date of appointment and the Employer reserves the right to terminate the services of any Employee at any time during the probationary period.
- (b) Caretakers may be required to produce a Building Operator's "B" Certificate and shall obtain same during the probationary period or as soon after as the necessary qualifying hours and testing can be arranged.

12.2 Police Information Check

Each new Employee will be required to produce a satisfactory certificate of health, Police Information Check with vulnerable sector search, and an Intervention Record Check.

### 12.3 Trial Period

Any Employee awarded a posted position in a different classification shall serve a trial period of three (3) months and upon its satisfactory completion shall be declared permanent in the position. If the Employee proves unsatisfactory or requests to be reverted to his/her former position during the trial period, the Employee will revert to the Employee's former position and wage without loss of seniority. Any other Employees affected by this reversion shall also revert to their former position and wage without loss of seniority.

### 12.4 Transfers

The Employer reserves the right to transfer any Employee to a position of lesser responsibility and remuneration for just cause.

### 12.5 Termination of Service

Each Employee will be expected to give the Employer reasonable notice (preferably two weeks) of termination of service and the Employer shall also give the Employee reasonable notice of termination (preferably two weeks) of service.

### 12.6 Summary Dismissal

Any Employee may be summarily dismissed by the Employer for any conduct that in the opinion of the Employer is detrimental to the welfare of the school or its occupants. If so dismissed, the Employee shall have the right to grieve the decision under provisions of the Collective Agreement.

### 12.7 Vacancies

When a new position or vacancy occurs, or a temporary vacancy as per Clause 3.10.1, it shall be posted for a minimum of five (5) working days, within ten (10) working days of the vacancy or position being created. All Employees covered by this Agreement shall be notified by the posting of notices in the respective schools, maintenance shops and administration centre and a copy sent to the secretary of the Union. It shall be the duty and responsibility of the Head Caretaker, and the Maintenance and Caretaking Coordinators, to ensure that notices are properly posted. Awarding of positions shall be posted, with a copy to the Secretary of the Union.

All interested Employees must submit their application for the position advertised by the date specified in the notice.

If a position becomes vacant, any Employee shall have the right to apply for the position. Seniority shall be used as one consideration in determining preference or priority in promotions and transfers.

If the Employer considers Employees relatively equal in their skills, ability, and aptitude, seniority shall govern.

Notwithstanding the above, the Employer will have the final decision as to what Employees have the required skills, aptitude and ability to perform the necessary functions.

The Employer shall notify the Union, in writing, of the successful applicant within five (5) days of the appointment.

12.7.1 Employees who work less than full time hours shall be given the first opportunity by seniority to fill any temporary vacancy six (6) or more days resulting from sickness or leave of absence.

## 12.8 Seniority

12.8.1 The Seniority of an Employee shall be established from the date the Employee last entered the service of the School Division. Seniority shall be that service with the Employer in the CUPE Local 290 bargaining unit.

12.8.2 The Employer agrees to prepare and email to the Secretary-Treasurer of the Union not later than January 31 of each year, or such time as may be mutually agreed upon, a list of names, addresses, and telephone numbers of all Employees, showing their classification, rate of pay and seniority standing, the latter being open to protest by Employees for thirty (30) days from the date of submission.

12.8.3 Upon proof of error being established by a Union representative, correction shall immediately be made. The Employer will supply the Union with a copy of the Seniority list and correction thereto.

12.8.4 Lay-offs shall be in reverse order of bargaining unit wide seniority, provided the Employee(s) has the necessary qualifications to perform the work remaining.

12.8.5 Employees shall be recalled in the order of their seniority provided they qualify for the position. No new Employees shall be hired until those laid off have been given an opportunity of recall.

12.8.6 No outside advertising for any vacancy shall be placed until the applications of Employees have been fully processed.

12.8.7 An Employee shall not lose seniority rights due to absence from work because of sickness, accident, or leave of absence approved by the Employer.

12.8.8 An Employee shall only lose seniority in the event of:

- (a) Discharge for just cause without reinstatement.
- (b) Resignation in writing and not withdrawn within two (2) days.
- (c) Absence from work in excess of five (5) working days without sufficient cause or without notifying the Employer, unless such notice is not reasonably possible.
- (d) Failure to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so unless through sickness, or other just cause. It shall be the responsibility of the Employee to keep the Employer informed of their current address. An Employee recalled for relief work or employment of short duration at a

time when they are employed elsewhere, shall not lose their recall rights for refusal to return to work.

- (e) Lay-off for a period of longer than two (2) years.

## **ARTICLE 13: GRIEVANCE PROCEDURES**

- 13.1 A Grievance shall be defined as any difference arising out of interpretation, application, administration or alleged violation of this Collective Agreement and shall be dealt with as follows without stoppage of work or refusal to perform work.
- 13.2 An Employee or the Local Union shall have the right, at any time, to have the assistance of a CUPE Representative.

### **STEP 1: Immediate Supervisor and Employee – Initial Discussion**

An Employee who believes that they have a problem arising out of the interpretation, application or alleged violation of this Collective Agreement shall first discuss the matter with their immediate Supervisor within twenty (20) days of the date:

- (a) Immediate Supervisor shall mean the Principal or designate from which the grievance originated. A sincere attempt shall be made by both Parties through discussion to resolve the problem at this Step. The immediate Supervisor shall advise the Employee of their decision within ten (10) days of the date the matter was first discussed. In the case of a Maintenance Employee, the Immediate Supervisor shall be the Plant Operations Coordinator.
- (b) On which they were notified verbally or in writing, of the action or circumstances giving rise to the grievance; or
- (c) On which they first became aware of the action or circumstances giving rise to the grievance.
- (d) In the event an Employee alleges they have been dismissed or suspended without just cause, they may commence their grievance at Step 2, within twenty (20) days of the occurrence.
- (e) If the grievance is not presented to the next step(s) within the prescribed time limits, the grievance shall be deemed to have been abandoned.
- (f) Should the grievance involve the Plant Operations Coordinator, the Employee may initiate the discussion with the Secretary-Treasurer.

### **STEP 2:**

- (a) If the dispute is not resolved verbally, the aggrieved Employee may submit a written grievance, within the time limits set out in Step 1, through the Local Union. The Local Union shall then file the grievance with the Secretary Treasurer.

- (b) Within ten (10) days of receiving the grievance at Step 2, the Representative designated by the Employer to handle the grievances at Step 2 and the designated Union Representative to the Grievor, shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute.
- (c) The Representative designated by the Employer to handle grievances at Step 2 shall reply in writing to an Employee's grievance within ten (10) days of receiving the grievance.

### STEP 3: Arbitration

- (a) If the grievance is not settled under Step 2 above, the Union shall, within ten (10) days of receiving the decision of the Employer, notify the Employer, in writing, of its intention to submit the grievance to Arbitration.
- (b) The selection of an Arbitrator shall be by mutual agreement by the Parties. If the Parties cannot mutually agree upon an Arbitrator within ten (10) days, the appointment shall be made by the Labour Relations Board of Alberta.
- (c) The Arbitrator shall hear the Parties, settle the terms of issues to be arbitrated if necessary and shall render a written decision to each of the Parties. All settlements shall be final and binding upon the Parties.
- (d) The Arbitrator shall not have the power to alter, modify or amend any terms of this Collective Agreement.
- (e) Each Party shall pay its own costs and expenses of the Arbitration and shall bear equally, the expense of the Arbitrator.

## **ARTICLE 14: HEALTH AND SAFETY**

- 14.1 The Union and the Employer shall cooperate in continuing and perfecting regulations which will afford adequate protection to Employees engaged in work for the Employer.
- 14.2 The Employer agrees that it is essential all staff are provided with a working environment that is free from harassment as defined in the *Alberta Human Rights Act*, *Occupational Health and Safety legislation*, and the Employer's Administrative Procedures.

## **ARTICLE 15: DISCRIMINATION**

- 15.1 The Employer agrees that at no time shall it show any discrimination against any of the Employees covered by this Agreement because of their connections with trade union organizations, or on account of race, religious beliefs, gender, colour, marital status, age, ancestry or place of origin, physical disability, mental disability, family status, source of income or any other protected ground.

## ARTICLE 16: COMMITTEES

### 16.1 Labour/Management Committee

The Employer and the Union, CUPE 290, agree to create a Labour/ Management Committee that will discuss issues of concern that may arise during the term of the Collective Agreement. The Labour/ Management Committee will not have the right to alter or change any Article of the Collective Agreement. The Union will provide up to three (3) members to participate on the committee and the Employer will provide up to three (3) administrators to represent the Employer of the Committee. Through mutual agreement prior to the meeting, attendance may be altered in order to more effectively and expeditiously address issues of concern.

The Labour/Management Committee will be permitted, at any time, to make representation to the Employer regarding professional training programs.

### 16.2 Bargaining Committee

Meetings to prepare for bargaining that are held during regular working hours shall be without the loss of benefits or pay to the Employee, and the Employer shall bill the Union for the cost. Every effort shall be made to ensure meetings in preparation for bargaining are held outside of regular working hours. Requests to attend these meetings shall not be unreasonably denied.

### 16.3 Joint Health and Safety Committee

In compliance with the *Joint Occupational Health and Safety Act of Alberta*, the Employer shall establish a Joint Health and Safety Committee with representation from all Employee groups including CUPE 290. The Committee shall establish its Terms of Reference, which shall be reviewed annually. All costs of the Committee shall be borne by the Employer.

## ARTICLE 17: GENERAL CLAUSES

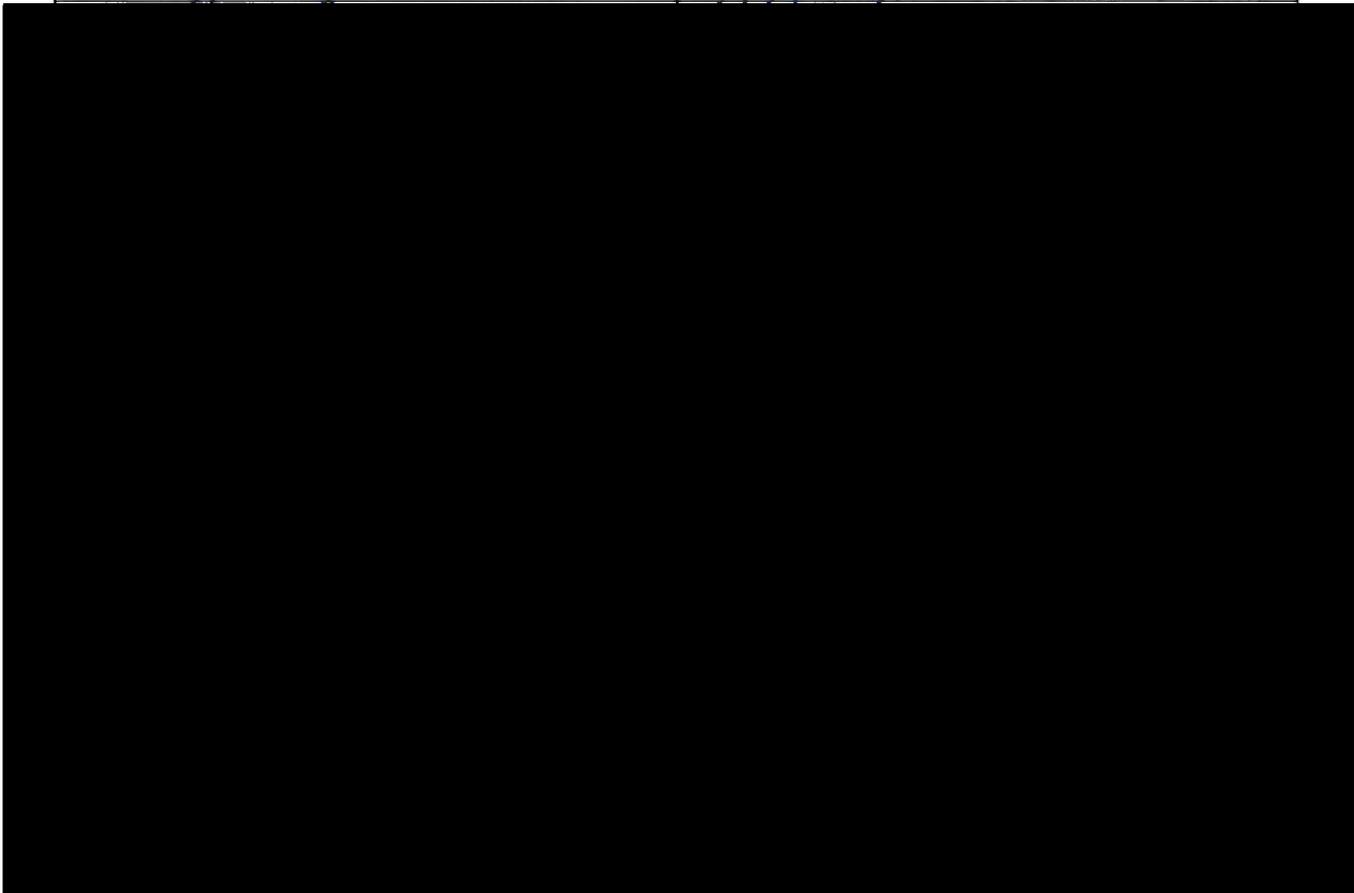
- 17.1 Pay rates for all new positions created during the currency of this Agreement shall be determined finally by negotiation.
- 17.2 An Employee who has severed their employment between the termination of this Agreement and the effective date of the new Agreement shall receive the full retroactivity of any increase in wages, salaries or other prerequisites; so long as the former Employee informs the Employer in writing of their right to retroactivity within thirty (30) days of the signing of this Collective Agreement.
- 17.3 Where *Alberta Employment Standards Code* varies from the language within this Collective Agreement, the higher standard shall be recognized.

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IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS

Agreement on 19 day of June, 2019

Signed on behalf of the Employed: <b>HOLY SPIRIT ROMAN CATHOLIC SEPARATE REGIONAL DIVISION No. 4</b>	Signed on behalf of the Union: <b>CANADAIAN UNION OF PUBLIC EMPLOYEES, LOCAL 290</b>
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LETTER OF INTENT

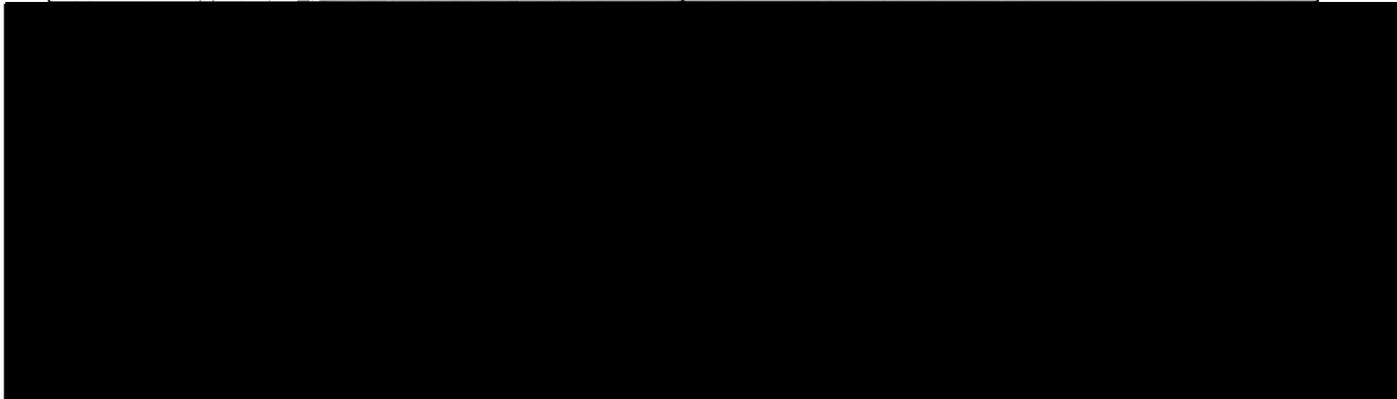
For the life of the contract, work presently and normally performed by Employees who are subject to the provisions of the Collective Agreement will not be contracted out.

Contractors may be used for specific jobs when qualified maintenance Employees are not available to perform the job due to workload. No maintenance Employee will be laid off or suffer a reduction in their hours of work as a result of the use of a contractor.

Signed June 19, 2019

Signed on behalf of the Employer:  
**HOLY SPIRIT ROMAN CATHOLIC  
SEPARATE REGIONAL DIVISION No. 4**

Signed on behalf of the Union:  
**CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 290**



## LETTER OF UNDERSTANDING #1

Both Parties agree, that during the life of this agreement, to the following:

- (a) The Board will purchase two (2) insulated winter coveralls per school and one (1) insulated winter coverall for the St. Basil Education Centre, for the purpose of snow removal.
- (b) The Board will purchase one (1) pair of CSA approved steel-toed boots for each divisional maintenance worker per year, to a maximum of one hundred fifty (\$150.00) dollars per pair of boots, upon receipt.

Signed June 19, 2019

Signed on behalf of the Employer: <b>HOLY SPIRIT ROMAN CATHOLIC SEPARATE REGIONAL DIVISION No. 4</b>	Signed on behalf of the Union: <b>CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 290</b>
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