

COLLECTIVE AGREEMENT

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES

CUPE Local 1825

- AND -

HOLY SPIRIT ROMAN CATHOLIC SEPARATE
REGIONAL DIVISION No. 4



September 1, 2017 to August 31, 2020

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COLLECTIVE AGREEMENT

The attached Agreement is made in duplicate this 14th day of May 2018.

BETWEEN: CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1825
(hereinafter referred to as the "Union")

AND: HOLY SPIRIT ROMAN CATHOLIC SEPARATE REGIONAL DIVISION No.4
(hereinafter referred to as the "Employer")

WITNESSETH THAT THE PARTIES HERETO HAVE AGREED AS FOLLOWS:

THIS AGREEMENT WILL AFFIRM THE SPIRITUAL, PROFESSIONAL, AND INDIVIDUAL DIGNITY OF EACH AND EVERY EMPLOYEE.

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 AND DEFINITIONS

- 1.1 This Agreement shall remain in full force and effect from September 1, 2017 and continue in full force and effect to the 31st of August 2020 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 and twenty (120) days prior to the expiry date of August 31, 2020, or the expiry date in any subsequent year.
- 1.2 Negotiations pertaining to any desired change must be commenced within fifteen (15) days after the date of receipt of the notice as mentioned in (1.1) above.
- 1.3 The parties of this Agreement mutually agree to comply with and be governed by the conditions as set out herein, for the purpose of maintaining harmonious relations between the Employer and Employees.
- 1.4 The Employer recognizes the Canadian Union of Public Employees Local No.1825 as the sole and exclusive bargaining agency for Employees coming within the unit certified by Certificate No. 86-2014 issued by the Alberta Labour Relations Board on the 18th day of March 2014.

1.5 INTERPRETATIONS

- 1.5.1 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.
- 1.5.2 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. With the permission of the Employer, such representative may have access to the Employer's premises in order to investigate and assist in the settlement of a grievance.
- 1.5.3 A 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 and the Union.
- 1.5.4 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.
- 1.5.5 Union Dues:
Union dues shall be sent to the Local 1825 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 Employer.
- 1.5.6 Deductions shall be made from the payroll of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than five (5) working days after the deduction is made, accompanied by a list of names and classifications of Employees from whose wages the deductions were made.

1.6 DEFINITIONS

- 1.6.1 Permanent Employees shall be defined as persons employed for any position, which is scheduled for twelve-month, or ten-month school term positions, which continue from year-to-year or term-to-term, or Early Learning Assistants whose employment coincides with the Early Learning Program or Kindergarten at the school to which they are assigned.
- Twelve-month Employees shall be deemed to be employed for twelve (12) continuous months. Employees shall have the option of taking the Christmas and/or Spring (Easter) break as approved time off without payment of wages, as paid annual vacation or may use banked time or overtime as defined in Articles 5 and 6.

Ten-month school term Employees shall be deemed to be employed for the approved school calendar year, including teachers' convention, professional development days, spiritual development days, administrative days, opening mass, retreats, parent teacher conference days and school closed days (excluding Christmas holidays and Spring [Easter] break).

Early Learning Assistants shall be defined as Employees whose employment coincides with the Early Learning Program or Kindergarten at the school to which they are assigned, including teachers' convention, professional development days, spiritual development days, retreats, parent teacher conference days and school closed days (excluding Christmas holidays and Spring [Easter] break).

- 1.6.2 Casual Employees shall be defined as Employees who work on a day-to-day basis or for a term of less than three (3) months.

Casual Employees will pay Union dues per Articles 1.5.5 and 1.5.6.

Casual Employees shall be paid at the casual rate of pay as per Article 2.2, and shall not be entitled to other benefits, rights or seniority under the Collective Agreement.

- 1.6.3 Temporary Employees shall be defined as Employees who have received a letter of employment to work in a specific position not to exceed twelve (12) calendar months.

The Union will be provided with written notification of the incumbent in the temporary position.

Temporary Employees will pay Union dues as per Articles 1.5.5 and 1.5.6.

Temporary Employees shall be paid the hourly starting rate for the position and will be entitled to other benefits and rights under the Collective Agreement. Temporary Employees shall not be entitled to seniority unless the position becomes permanent.

- 1.6.4 With respect to the above Articles 1.6.2 and 1.6.3, such Employees shall not in any way displace Permanent Employees nor will they be retained or granted work in preference to permanent Employees who normally perform the work.

ARTICLE 2 – WAGE SCHEDULE

2.1 WAGES

The wages to be paid to all Employees covered by this Agreement shall be in accordance with the wage schedule in force from time-to-time as negotiated by both parties to this Agreement and shall be paid to the Employees not later than the last working day of the month.

Effective the date of ratification, a two percent (2%) signing bonus covering all Employees in the bargaining unit employed as of March 8, 2018, using Box 14 of the 2017 T4 Supplementary.

Effective September 1, 2018, a one percent (1%) signing bonus to all Employees employed as of September 1, 2018, covering the earnings from August 16, 2017 to August 15, 2018.

2.2 HOURLY RATES

2.2.1 Current – effective September 1, 2016:

Classification	Start Rate	After 1 Year	After 2 Years	After 3 Years
Casual	\$18.74	-	-	-
Group I	\$19.06	\$20.24	\$21.42	\$22.54
Group II	\$19.81	\$21.11	\$22.41	\$23.60
Group III	\$21.29	\$22.19	\$23.05	\$25.43
Group IV	\$23.67	\$25.76	\$27.84	\$29.92

Effective September 1, 2019 a two percent (2%) wage increase across the grid:

Classification	Start Rate	After 1 Year	After 2 Years	After 3 Years
Casual	\$19.11	-	-	-
Group I	\$19.44	\$20.64	\$21.85	\$22.99
Group II	\$20.21	\$21.53	\$22.86	\$24.07
Group III	\$21.72	\$22.63	\$23.51	\$25.94
Group IV	\$24.14	\$26.28	\$28.40	\$30.52

ARTICLE 3 – GROUP CLASSIFICATION

3.1 Effective April 16, 2018 the classifications are grouped as follows:

GROUP I

Education Assistant
Early Learning Assistant
Receptionist – St. Basil
Speech Language Assistant

GROUP II

Administrative Support
Library Clerk

GROUP III

Administrative Assistant
Career Practitioner
Child and Youth Care Worker
Early Learning Program Leader
Library Technician

GROUP IV

School Accounting Administrator

- 3.2 Where the Employer establishes a new classification, the Union shall immediately be provided with an interim job description and proposed rate of pay by the Employer. Rates of pay for all new classifications are subject to negotiations between the parties.
- 3.3 An Employee who believes his/her position is unfairly or incorrectly classified or grouped may submit, through the Union, a request through his or her Principal for a review of the position. The Principal shall within ten (10) working days submit his/her recommendation to the Superintendent, with a copy to the Union and Employee. Failing satisfactory resolve, the matter may be submitted to Arbitration under the Grievance Procedure.
- 3.4 After three (3) days, an Employee who is assigned in writing by the Superintendent to assume temporarily all duties of another position paying a higher rate of pay shall receive that rate of pay for the assigned period. If an Employee is required to temporarily fill a position with a lower rate of pay, the Employee shall continue to receive the rate payable at their regular position.

ARTICLE 4 – PERIOD OF EMPLOYMENT

- 4.1 Administrative Assistants who are twelve-month Employees shall be deemed to be employed for twelve (12) continuous months including teachers' convention, professional development days, spiritual development days, opening mass, retreats, parent/teacher conference days and school closure days.
- 4.1.1 Administrative Assistants who are ten-month school term Employees, Administrative Support, Library Clerks/Technicians shall be deemed to be employed for the approved school calendar year, including teachers' convention, professional development days, spiritual development days, opening mass, retreats, parent teacher conference days and school closed days (excluding Christmas holidays and Spring [Easter] break), plus five (5) additional days added at the beginning or the end of the school year as scheduled by the school Principal.
- 4.2 Early Learning Program Leaders and Education Assistants shall be deemed to be employed for the approved school calendar year, including teachers' convention, professional development days, spiritual development days, opening mass, retreats, parent teacher conference days and school closed days (excluding Christmas holidays and Spring [Easter] break).
- 4.3 Early Learning Assistants will be advised in writing upon employment and/or at the commencement of each school year as to their expected period of employment. Their employment will coincide with the Early Learning Program or Kindergarten at the school to which they are assigned, including teachers' convention, professional development days, spiritual development days, retreats, parent teacher conference days, and school closure days (excluding Christmas holidays and Spring [Easter] break).

ARTICLE 5 – HOURS OF WORK

- 5.1 Full-time Employees, five (5) days per week with daily hours of not less than seven (7) hours.
- 5.2 The Principal shall schedule the hours of work within the school to meet the needs of the students and the school. Employees, by seniority, will be offered, if possible, a minimum of thirty (30) hours per week.
- An Employee's hours, once established, shall not be changed unless written notice is given ten (10) working days in advance of the proposed change unless agreed otherwise between the Employee and the Superintendent.
- 5.3 All Employees who work six (6) or more hours per day will be permitted two (2) fifteen (15) minute rest periods per day without loss of pay. Employees working

less than six (6) hours per day but at least three (3) hours per day will be permitted one (1) fifteen (15) minute rest period per day without loss of pay.

- 5.4 By mutual agreement between the Employer and the Employee involved, an Employee may bank any approved daily extra non-scheduled hours worked to be taken at a mutually agreeable time (which are not overtime hours). Extra non-scheduled hours must be pre-approved by the Employer. The maximum time an Employee may accumulate banked time shall not exceed eighteen (18) hours. Any banked hours outstanding shall be paid out by August 31st of each school year.

ARTICLE 6 – OVERTIME

- 6.1 Employees who have been requested by the Employer or the Employer's designate to work overtime; will be paid overtime at the rate of one and one-half (1.5) times their regular rate of pay. Overtime to commence after seven (7) hours.
- 6.2 Employees who work on a statutory holiday not regularly scheduled shall be paid at the rate of one and one-half (1.5) times for hours worked.
- 6.3 By mutual agreement between the Employer and the Employee involved, time off, at the appropriate overtime rate, may be granted in lieu of cash payment for overtime worked. If no mutual agreement can be reached, cash payment will be made.
- 6.4 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 payday.
- 6.5 Any overtime hours outstanding shall be paid out by August 31st of each school year.

ARTICLE 7 – ANNUAL VACATION

- 7.1 Annual vacation shall be taken during the school summer vacation period or Christmas or Spring (Easter) break unless modified by mutual agreement.
- 7.2 Twelve-month Employees shall be entitled to paid annual vacation on the following basis:
- 7.2.1 Fifteen (15) days' vacation with pay after one (1) full year of service, or where less than a full year of service is rendered, one and one-quarter (1.25) working days equivalent for each full month of service.

- 7.2.2 Commencing on the sixth (6th) year of employment:
At the rate of twenty (20) working days per year. In the event an Employee leaves before completing the sixth (6th) year of service, the Employee's vacation shall be prorated based upon the anniversary date.
- 7.2.3 Commencing on the fifteenth (15th) year of employment:
At the rate of twenty-five (25) working days per year. In the event an Employee leaves before completing the fifteenth (15th) year of service, the Employee's vacation shall be prorated based upon the anniversary date.
- 7.2.4 Commencing on the twenty-fourth (24th) year of employment:
At the rate of thirty (30) working days per year. In the event an Employee leaves before completing the twenty-fourth (24th) year of service, the Employee's vacation shall be prorated based upon the anniversary date.
- 7.2.5 Commencing on the thirtieth (30th) year of employment:
At the rate of thirty-five (35) working days per year. In the event an Employee leaves before completing the thirtieth (30th) year of service, the Employee's vacation shall be prorated based upon the anniversary date.
- 7.3 Ten-month a year Employees shall receive vacation pay with each monthly pay on the following basis:
- 7.3.1 Six percent (6%) from the commencement of employment to the completion of five (5) years of service.
- 7.3.2 Commencing on the sixth (6th) year of employment
- Eight percent (8%)
- 7.3.3 Commencing on the fifteenth (15th) year of employment
- Ten percent (10%)
- 7.3.4 Commencing on the twenty-fourth (24th) year of employment
- Twelve percent (12%)
- 7.3.5 Commencing on the thirtieth (30th) year of employment
- Fourteen percent (14%)
- 7.4 Employees separating from service with the Employer will be paid holiday pay at the time of separation.

ARTICLE 8 – STATUTORY HOLIDAYS

8.1 In addition to the annual vacation, each Employee shall be entitled to the following public holidays:

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

In order for Employees to qualify for these entitlements they must work at least thirty (30) work days in the previous twelve (12) months and have worked the last scheduled shift before the statutory holiday and the first scheduled shift following the holiday.

8.2 And any public holiday proclaimed by the Municipal Government, the Provincial Government, or the Federal Government.

8.3 If a statutory holiday 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.

ARTICLE 9 – SICK LEAVE PAYMENT

9.1 In the first year of service 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. Ten-month Employees shall not accumulate sick leave during the summer lay off period.

In the second year 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, disability or quarantine.

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 Employee Benefits Plan.

9.2 Before any payment is made under Article 9.1 the Employee shall provide:

- A declaration, on a form to be provided by the Employer where the absence is for a period of three (3) days or less.

- A certificate signed by a Dental Practitioner or Doctor recognized by Alberta Health Care Plan where absence is for a period of over three (3) days.
- A certificate signed by the Medical Officer of Health where the absence is due to compulsory quarantine.

In most cases of long periods of sickness, and in case where leave of absence is requested which involves payment of salary under the provisions of these regulations, the Employer reserves the right to ask for a medical inspection of the Employee by a qualified dental practitioner or doctor recognized by Alberta Health Care Plan before payment of salary or leave of absence is granted.

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 health certificate at the end of each month during for the duration of the sickness.

9.3 Workers' Compensation:

If an Employee covered by this Agreement is prevented from performing regular duties on account of an occupation accident that is recognized by the Worker's Compensation Board as compensational within the meaning of the Compensation Act, the Employer will supplement the award made by the Compensation Board for the loss of wages to the Employee by such an amount so that the award of the Compensation Board for loss of wages together with the supplementation by the Employer will equal one hundred percent (100%) of the Employee's regular wage. The supplementation by the Employer shall not be for a period in excess of one hundred and twenty (120) calendar days. It is understood and agreed that the Employee will turn over to the Employer, the compensation monies received for the stated period of time.

ARTICLE 10 – PENSION PLAN, GROUP LIFE INSURANCE, MEDICAL, HOSPITALIZATION, SICKNESS AND ACCIDENT PLANS

10.1 Participation:

Employees who are employed for a minimum of fourteen (14) hours per week shall participate in the plans under the conditions and regulations of the respective plans.

10.2 Alberta School Employee Benefit Plan (ASEBP):

All Employees shall be covered under the provision of the ASEBP Life Insurance Plan II and Long-Term-Disability Plan D with the Employer paying one hundred percent (100%) of the total premium.

10.3 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 one hundred percent (100%) of the total premium.

- 10.4 ASEBP – Extended Health Care Plan I:
The Employer's contribution to the ASEBP – Extended Health Care Plan I covering persons employed by the Employer shall be at the rate of one hundred percent (100%) of the total premium.
- 10.5 ASEBP – Dental Plan 3:
The Employer's contribution to the ASEBP – Dental Plan 3 covering persons employed by the Employer shall be at the rate of one hundred percent (100%) of the total premium.
- 10.6 ASEBP – Vision Care Plan 3:
The Employer's contribution to the ASEBP – Vision Care Plan 3 covering persons employed by the Employer shall be at the rate of one hundred percent (100%) of the total premium.
- 10.7 Employment Insurance Rebates:
In consideration of the improvements to the Employee Benefit Plan and Sick Leave Benefits, the Employees covered by this contract waive any claims or rebates under the provisions of the Employment Insurance Act.
- 10.8 Pension Plan:
All eligible Employees shall participate under the provisions of the Local Authorities Pension Plan. 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.
- 10.9 Continuation of Benefits:
The Employer agrees to continue to pay its agreed portion of premiums for all Health and Welfare plans for Employees laid off during the normal summer break.
- 10.10 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.
- 10.11 Health Spending Account:
The Employer will implement a Health Spending Account in the amount of three hundred fifty dollars (\$350.00) per Employee, which is accrued at the rate of thirty-five dollars (\$35.00) per month from September to June in each year.

ARTICLE 11 – LEAVE OF ABSENCE

11.1 General Leave:

Staff members may apply for and be granted leave of absence without pay and allowances and without the Employer's share of group insurance premiums for a period to be determined by the staff member and the Superintendent.

- 11.1.1 During this leave each staff member shall be eligible to maintain benefit insurance coverage provided the staff member pays one hundred percent (100%) of the premiums.
- 11.1.2 Leave granted under Article 11.1 in excess of thirty (30) working days shall not accrue seniority.
- 11.1.3 A staff member returning from leave is entitled to a position with the Employer. The Employer shall, when possible, return the staff member to the position held prior to the leave.
- 11.1.4 An Employee elected or appointed to represent the Union shall be allowed leave of absence without pay. The Employer shall continue to pay all wages, pension and benefits and the Union shall reimburse the Employer upon receipt of an invoice for the costs.

11.2 Maternity and Parental Leaves:

11.2.1 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 fifteen (15) weeks commencing at any time during the period of twelve (12) 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 Article 11.2.3 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.

- 11.2.2 **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.
- 11.2.3 **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.
- 11.2.4 **No Notice of Maternity Leave:**
An Employee who fails to comply with Article 11.2.2 and who is otherwise entitled to maternity leave, is entitled to maternity leave for the period specified in Article 11.2.1 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.
- 11.2.5 **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 time 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 (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 Article 9 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 Article 9, or
 - (ii) Maternity leave commencing the date of disability with access to the Employer's Supplemental Employment Benefit Plan (SEBP) under clause 11.2.6.

11.2.6 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 10.

11.2.7 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 thirty-seven (37) 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 thirty-seven (37) consecutive weeks within fifty-two (52) 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 thirty-seven (37) consecutive weeks within fifty-two (52) weeks after the child is placed with the adoptive parent.
- (b) If both parents are 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.

11.2.8 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 as not foreseeable.

- (b) If the Employee cannot comply with the written notice requirement for any of the reasons stated under subsection 11.2.8 (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.

11.2.9 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 return to the same position that the Employee held prior to the commencement of the leave provided the same position exists.

11.3 With Full Pay on Daily Scheduled Hours:

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

- 11.3.1 For the critical illness of father, mother, husband, wife, son or daughter, brother or sister, or parents of spouse - not more than five (5) days. Medical statement certifying critical nature of illness will be required if death does not occur.
- 11.3.2 Not more than three (3) days for funeral of father, mother, husband, wife, son or daughter, brother or sister, or parents of spouse, if held in the city, and not more than five (5) days if funeral is held outside the city. For combined critical illness and death not more than eight (8) days in the city and ten (10) days outside the city.
- 11.3.3 For the funeral of grandparents, grandchild, and in-laws two (2) days leave. If circumstances warrant additional leave, the two (2) days may be extended to a maximum of five (5) days leave.
- 11.3.4 For funeral of uncle, aunt, cousin, nephew, niece - one (1) day leave.
- 11.3.5 For acting as pallbearer - one (1) day.
- 11.3.6 For the purpose of writing a recognized school, college, or technical institution examination - one (1) day.

- 11.3.7 While participating in the Employee's Post-Secondary Convocation Exercises - one (1) day.
- 11.3.8 While obtaining citizenship papers at a scheduled session of the court one-half (1/2) day.
- 11.3.9 When summoned or subpoenaed as a witness in their private capacity or as a witness or a defendant to appear in court in their official capacity, at a location within the Province of Alberta.
- 11.3.10 For not more than two (2) days in any one school year for an illness of a non-critical nature in the Employee's household.
- 11.3.11 For not more than two (2) days in any one school year for some emergency or misfortune demanding the Employee's attention.
- 11.3.12 Because of impassable roads or the suspension of public transportation or any other cause related thereto beyond the Employee's control.
- 11.3.13 For the funeral of a friend of the family - one (1) day.
- 11.3.14 For not more than two (2) days for any other reason acceptable to the Superintendent.
- 11.3.15 For not more than one (1) day for adoption procedures.
- 11.3.16 For not more than one (1) day to allow a father to be present at the birth of his child.
- 11.3.17 A maximum of two (2) Employees from St. Michael's (Pincher Creek), St. Patrick's (Taber) and St. Mary's (Taber) and St. Michael's (Bow Island) Schools, requiring travel time to attend Union meetings shall be granted up to thirty minutes (30) leave with full pay. Cost to be reimbursed by the Union.
- 11.3.18 For no more than two (2) days in any one school year to attend spiritual development activities based upon the school education plan and approved by the Principal.
- 11.3.19 Personal Leave:
Personal leave for up to one (1) day per school year shall be granted for attending to private concerns. Where possible, at least three (3) days' notice shall be given to the Principal, or immediate Supervisor.

ARTICLE 12 – QUALIFICATIONS, TERMINATIONS, APPOINTMENTS, NOTIFICATION OF VACANCIES

12.1 Vacancies:

- 12.1.1 When a new position or vacancy occurs, all Employees covered by this Agreement shall be notified by the posting of notices (to include posting number) in the respective schools, with a copy to the Secretary of the Union. Awarding the position shall be posted, with a copy to the Secretary of the Union.
- 12.1.2 All interested Employees must submit their application for the position advertised by the date specified in the notice.
- 12.1.3 If a position becomes vacant any Employee shall have the right to apply for the position.

12.2 Probationary Period:

- 12.2.1 Each new Employee hired by the Employer 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.
- 12.2.2 Probationary Employees shall be paid the hourly starting rate for the position and will be entitled to benefits and rights under the Collective Agreement.

12.3 Trial Period:

- 12.3.1 Any Employee awarded a posted position in a different classification shall be in a trial period for three (3) months and upon its completion shall be declared permanent in the position. If the Employee proves unsatisfactory 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 Seniority Defined:

- 12.4.1 Seniority is defined as the length of continuous or unbroken service with the Employer in the CUPE Local 1825 bargaining unit and shall include service with the Employer prior to the certification of the Union.

Seniority shall operate on a bargaining unit wide basis provided that ability and qualifications are equal.

New positions or vacancies shall be filled on the basis of seniority, provided the applicant is qualified as per the job description for such position.

When a Temporary Employee attains permanent status in the position which they were actively employed in, their seniority date shall be the date they commence the temporary position.

- 12.4.2
- (i) Layoffs shall be in reverse order of bargaining unit wide seniority, provided the Employee(s) has the necessary qualifications to perform the work remaining.
 - (ii) A layoff shall be defined as a reduction in the work force, or a reduction in the regular and normal hours of work.
 - (iii) Unless legislation is more favourable to the Employees, the Employer shall notify Employees who are to be laid off thirty (30) calendar days prior to the effective date of layoff. If the Employee has not had the opportunity to work the days as provided in this Article, he/she shall be paid the day(s) for which work was not made available.
 - (iv) The above layoff procedures and provisions where the Employer has determined that a reduction of hours for an individual is necessary, the parties agree to meet in a timely manner to discuss alternative options rather than layoffs. If mutual agreement is not reached, again in a timely manner, then the above provisions will apply.
 - (v) 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.
 - (vi) Automatic Layoff and Recall:
Employees who work on the basis of the school year shall be deemed to be laid off for the school vacation periods. Recall following the school vacation shall be automatic unless the Employer has served an indefinite layoff notice under Article 12.4.2. This Article shall serve as notice of layoff and recall for the school vacation periods during the term of this Agreement.
 - (vii) The Employer will issue a Record of Employment within five (5) working days of the last day worked.

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

12.4.4 An Employee shall not lose seniority rights due to absence from work because of sickness, accident, layoffs, or leave of absence approved by the Employer. An Employee shall not accrue seniority rights while absent from work because of layoff, long-term-disability or leave of absence approved by the Employer.

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) working 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 layoff 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 his/her current address. An Employee recalled for casual work to employment of short duration at a time when he/she is employed elsewhere shall not lose his/her recall rights for refusal to return to work.

12.4.5 The Employer shall maintain a seniority list showing the current classification and the date upon which each Employee's service commenced and accumulated service. Where two or more Employees commenced work on the same day, preference shall be in accordance with the date of application. An up-to-date seniority list shall be sent to the Union electronically in January of each year.

12.4.6 Persons temporarily laid off (e.g. summer breaks) shall not lose their permanent status.

12.5 Transfers:

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

12.5.2 The Employee has the right to grieve.

12.6 Termination of Service:

12.6.1 Each Employee will be expected to give the Employer reasonable notice (preferably two (2) weeks) of termination of service.

12.6.2 Retroactive Pay for Terminated Employees:

An Employee who has severed his employment with the Employer shall be eligible for all retroactivity for each day worked.

12.7 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, School Division, or its occupants. If so dismissed, the Employee shall have the right to appeal to the Executive of the Union.

12.8 Present Conditions and Benefits:

All rights, benefits, privileges, and working conditions which Employees now enjoy, receive or possess as Employees of the Employer shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement but may be modified by mutual agreement between the Employer and the Union.

12.9 Conditions of Employment:

As a condition of employment, the Employee shall provide the Employer with the prescribed medical documentation, criminal record check with a vulnerable sector search and a social services check. Any Employee required to provide a criminal record check update as a condition of ongoing employment shall be reimbursed one hundred percent (100%) of the cost upon submission of appropriate receipt.

ARTICLE 13 – DISCRIMINATION

- 13.1 The Employer agrees that at no time shall it show any discrimination against any of the Employees covered by this Agreement, because of their connection with trade union organizations, or on account of race, religious beliefs, sex, colour, marital status, age, ancestry, or place of origin.

ARTICLE 14 – GRIEVANCE PROCEDURE

- 14.1 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.
- 14.2 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) On which they were notified verbally or in writing, of the action or circumstances giving rise to the grievance; or

- (b) On which they first became aware of the action or circumstances giving rise to the grievance.
- (c) In the event an Employee alleges they have been dismissed or suspended without just cause, they may commence their grievance at Step II, within twenty (20) days of the occurrence.
- (d) 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.
- (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.

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 15 – COOPERATION AND SAFETY

- 15.1 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.

ARTICLE 16 – TRAINING, PROFESSIONAL DEVELOPMENT

- 16.1 Any Employee required to participate in seminars or professional development will be entitled to compensation or time in lieu for all hours including travel time to a maximum of seven (7) hours per day.

ARTICLE 17 – RE-ARRANGED WORK WEEK

- 17.1 A re-arranged workweek is an arrangement whereby Employees work longer shifts in exchange for a reduction in the number of working days in their work cycle on a weekly basis.

These work arrangements do not normally affect the total number of hours worked in a week and shall not be used to avoid the normal payment of overtime.

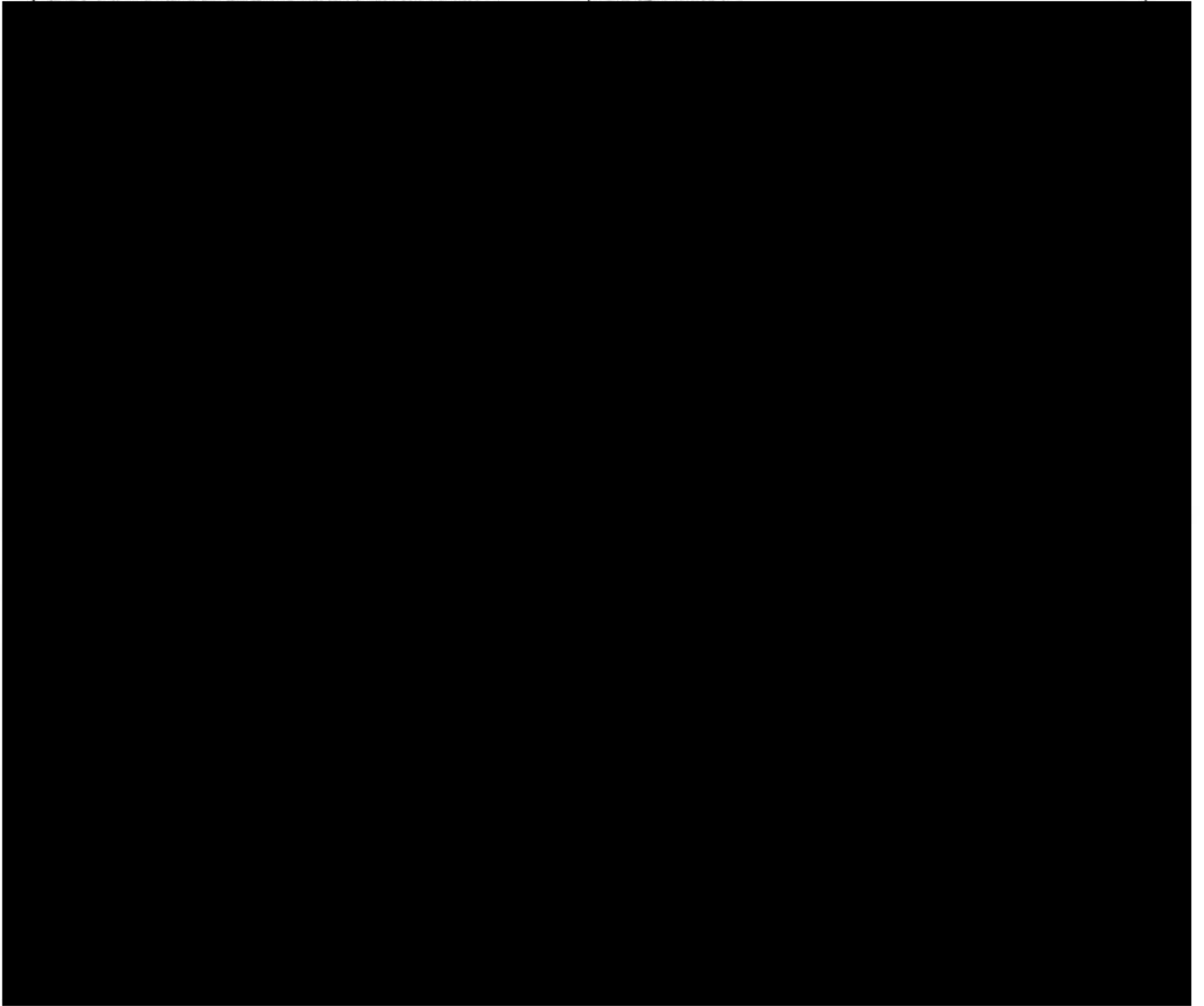
Notwithstanding Article 5: Hours of Work, and Article 6: Overtime; normal hours of work may be altered within the limits of the workweek, by mutual agreement of the parties to this Agreement. In such cases, the altered hours shall be considered normal.

- 17.2 A re-arranged workweek shall be utilized in the following situations:
- (a) Schools that have longer hours Monday to Thursday and early dismissal on Friday;
 - (b) Retreats or other programs scheduled in the evenings and have school closures the following day;
 - (c) Any other such arrangements that are mutually agreed to between the Superintendent and the Union.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS
AGREEMENT ON 14th DAY OF May 2018

SIGNED ON BEHALF OF
HOLY SPIRIT ROMAN CATHOLIC
SEPARATE REGIONAL DIVISION No. 4

SIGNED ON BEHALF OF
CANADIAN UNION OF PUBLIC EMPLOYEES,
Local 1825



LETTER OF UNDERSTANDING No. 1 – Noon Hour Supervision

Between

HOLY SPIRIT ROMAN CATHOLIC SEPARATE REGIONAL DIVISION No. 4

- AND -

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1825

RE: Noon Hour Supervision

The Employer will offer the Employees, employed prior to September 1, 1990, the option to take noon hour supervision duties in the school. At no time will such duties be a condition of their existing employment. When an Employee takes on the extra duty of noon hour supervision the rate of pay will be the same as that of their regular duties.

The Employer has the right to hire Employees specifically for the job of noon hour supervision and will be paid at the proper Union rate.

Dated this 14th day of May 2018.

SIGNED ON BEHALF OF HOLY SPIRIT ROMAN CATHOLIC SEPARATE REGIONAL DIVISION No. 4	SIGNED ON BEHALF OF CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1825
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LETTER OF UNDERSTANDING No. 2 – Alberta Education Funding

Between

HOLY SPIRIT ROMAN CATHOLIC SEPARATE REGIONAL DIVISION No. 4

- AND -

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1825

RE: Alberta Education Funding

The parties agree to re-sign the Letter of Understanding regarding Alberta Education Funding subject to Lethbridge School District No. 51 re-signing that same letter. The agreement is to re-sign the Holy Spirit Roman Catholic Separate Regional Division No. 4 Letter of Understanding, with adjustment to 2018 – 2019.

It is agreed that should the instruction grants increase from Alberta Education be higher than two percent (2%) from the previous year for the 2018 – 2019 school year, the Board and Local 1825 would commence a meeting to discuss the two percent (2%) salary increase and instructional grant funding.

Dated this 14th day of May 2018.

SIGNED ON BEHALF OF HOLY SPIRIT ROMAN CATHOLIC SEPARATE REGIONAL DIVISION No. 4	SIGNED ON BEHALF OF CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1825
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LETTER OF UNDERSTANDING No. 3 – Overnight Trips

Between

HOLY SPIRIT ROMAN CATHOLIC SEPARATE REGIONAL DIVISION No. 4

- AND -

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1825

RE: Overnight Trips

The Parties agree that when an Employee is required to attend a school outing which requires an overnight stay, the Employee shall be granted one (1) day off with pay for each overnight.

For the purposes of this LOU one (1) day off with pay shall equate to the number of regularly scheduled hours the Employee would have worked on said day.

Dated this 14th day of May 2018.

SIGNED ON BEHALF OF
HOLY SPIRIT ROMAN CATHOLIC
SEPARATE REGIONAL DIVISION No. 4

SIGNED ON BEHALF OF
CANADIAN UNION OF PUBLIC EMPLOYEES,
Local 1825

SCHEDULE "A" – Letter of Commitment Early Learning Program Leaders

Between

HOLY SPIRIT ROMAN CATHOLIC SEPARATE REGIONAL DIVISION No. 4

- AND -

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1825

RE: Early Learning Program Leaders – pilot project for the school year 2018 –2019

The Parties agree to a Commitment Letter regarding Early Learning Program Leaders to establish a pilot project for the school year 2018 – 2019 on the redistribution of working days prior to student attendance in September and at the conclusion of the Early Learning Program in June.

Dated this 14th day of May 2018.

SIGNED ON BEHALF OF HOLY SPIRIT ROMAN CATHOLIC SEPARATE REGIONAL DIVISION No. 4	SIGNED ON BEHALF OF CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1825
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LETTER OF UNDERSTANDING No. 4 – General Holiday Pay

Between

HOLY SPIRIT ROMAN CATHOLIC SEPARATE REGIONAL DIVISION No. 4
(the Employer)

- AND -

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1825
(the Union)

RE: General Holiday Pay

In order to ensure that the Parties are in compliance with legislation and the current Collective Agreement, the Union and the Employer agree to addressing the changes to General Holiday pay in *Alberta Employment Standards* in the following manner:

- (a) For Christmas Day and Boxing Day 2018 and New Year's Day 2019, the Employer shall pay all Employees of Local 1825 by calculating five percent (5%) of the total of their wages, General Holiday pay and vacation pay earned in the four (4) weeks immediately preceding the scheduled Christmas break commencing December 22, 2018.
- (b) In January 2019, the Union and the Employer shall meet to determine future remuneration for General Holidays.

Signed this 20 day of December, 2018.

SIGNED ON BEHALF OF HOLY SPIRIT ROMAN CATHOLIC SEPARATE REGIONAL DIVISION No. 4	SIGNED ON BEHALF OF CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1825
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LETTER OF UNDERSTANDING No. 4 – SENIORITY

Between
THE HOLY SPIRIT ROMAN CATHOLIC SEPARATE SCHOOL DIVISION
(The Employer)

-AND-

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1825
(The Union)

RE: SENIORITY

In order to facilitate the provision of services to students requiring supports while in-school classes are cancelled during the COVID-19 Pandemic in Alberta, the parties agree to the following:

1. Layoff notices will be rescinded for 20 educational assistants.
2. Seniority will be determined on a school by school basis as follows
 - a. One (1) Education Assistant will be called back at each school site with the exception of the following, where two (2) Education Assistants will be called back:
 - i. Ecole St. Mary
 - ii. St. Paul
 - iii. Children of St. Martha
 - iv. Father Leonard Van Tighem
 - v. Catholic Central
3. These 20 education assistants will be offered 30 hours per week of work from May 1, 2020 and ending June 19, 2020.
4. Should an Education Assistant turn down the call back offer, this will not affect their call back position or their position on the seniority list.
5. Education Assistants may not be placed back in the school they are normally assigned to.
6. Education Assistants will be expected to work at the school site.

Dated this 28th day of April, 2020

SIGNED ON BEHALF OF: THE HOLY SPIRIT ROMAN CATHOLIC SEPARATE SCHOOL DIVISION	SIGNED ON BEHALF OF: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1825
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