

COLLECTIVE AGREEMENT

BETWEEN

THE RED DEER CATHOLIC SEPARATE SCHOOL DIVISION

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 417

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COLLECTIVE AGREEMENT

BETWEEN:

The Red Deer Catholic Separate School Division

(hereinafter referred to as the "Employer")

Party of the first part

and

The Canadian Union of Public Employees, Local 417

(hereinafter referred to as the "Union")

Party of the second part

The Parties mutually agree to the following provisions for the Collective Agreement.

ARTICLE 1 – PURPOSE

1.1 It is the mutual desire of both Parties to this Collective Agreement:

- 1.1.1 to promote a harmonious relationship between the Employer and the Union,
- 1.1.2 to maintain the existing harmonious relations between the Employer and those employees under this Collective Agreement,
- 1.1.3 to promote co-operation and understanding between the Employer and its employees,
- 1.1.4 to recognize the mutual value of joint discussions and negotiations on certain matters pertaining to hours of work, working conditions, rates of pay and an amicable method of settling differences,
- 1.1.5 to encourage economy of operation and elimination of waste,
- 1.1.6 to encourage the continuous improvement of the system, and
- 1.1.7 to promote the morale, well-being, and security of those employees covered by this Collective Agreement.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.1 The Union recognizes that it is the exclusive right of the Employer to exercise all of the usual and customary rights of management, including the right to manage its business, including its land, plant and equipment; to direct its work forces including the right to make rules and regulations; to classify, hire, promote, demote, transfer, lay-off and/or recall; and to discipline, warn, suspend or dismiss any employee for just cause. The Union further recognizes the right of the Employer to operate and manage its affairs in accordance with its commitments and responsibilities, including methods, processes and means of production or handling of services, except as otherwise provided in this Collective Agreement.
- 2.2 The Union further recognizes the Employer's retention of those residual rights of management that are not specifically limited by the expressed terms of this Collective Agreement.

ARTICLE 3 – INTERPRETATION

- 3.1 In this Collective Agreement, unless the context otherwise requires:
- 3.1.1 "Employee" means a person employed by the Employer that, subject to Article 4, comes under this Collective Agreement. An employee under this Collective Agreement will be designated by the Employer according to one of the following categories.
- 3.1.2 "Regular Employee" means an employee who is employed in a regular position established by the Employer and who has completed the probationary period set out in this Collective Agreement.
- 3.1.2.1 "Regular position" means a position designated by the Employer as continuing to meet ongoing operational requirements. Regular positions may be full-time or part-time. A part-time regular position requires a regular work schedule for a regular Employee which is at least one-half (1/2) the hours of a comparable full-time regular position.
- 3.1.3 "Temporary Employee" means an employee who has completed the probationary period and who is employed in a temporary position established by the Employer. A temporary employee's employment terminates at the conclusion of their current temporary position assignment or their employment may be terminated at the Employer's discretion. Other than those benefits required by law, Schedule A, and the grievance procedure, no other provisions of this Collective Agreement shall apply to temporary employees, unless the Collective Agreement specifically provides otherwise.
- 3.1.3.1 "Temporary position" means a position designated by the Employer as a project or replacement position or term-certain for other specified reasons, having a set expiry date. A temporary position shall be at least six (6) months in duration and may be full-time or part-time. A part-time temporary position requires a regular work schedule for a Temporary

Employee which is at least one-half (1/2) the hours of a comparable full-time temporary position.

- 3.1.4 "Casual Employee" (Substitute) means an employee employed to meet short term staffing needs, and/or less than six (6) consecutive months or less than one half the hours of full-time employment, and/or where the number of days, weeks, or months required is irregular. A casual employee's employment may be terminated at the Employer's discretion. Other than those benefits required by law, Schedule A, and the grievance procedure, no other provisions of this Collective Agreement shall apply to casual employees, unless the Collective Agreement specifically provides otherwise.
- 3.1.5 "Probationary Employee" means an employee employed in a regular position, who during their initial period of employment is serving a probationary period. The employment of a probationary employee may be terminated at the Employer's discretion anytime during the probationary period.
- 3.1.6 For the purposes of interpretation of this Collective Agreement, when the term "employee" is used, "employee" means "regular employee", unless otherwise so stated.
- 3.2 The provisions of this Collective Agreement will be applied to eligible employees on a pro-rata basis based upon the comparison of an employee's hours of work to the normal hours of work for full-time employment pursuant to Article 8.
- 3.3 The provisions of this Collective Agreement shall not be interpreted or applied in such a manner as to permit the duplication or pyramiding of any benefits or premiums provided under the terms of this Collective Agreement.

ARTICLE 4 – UNION RECOGNITION/ EXCLUSIONS/UNION LEAVE/UNION DUES/ UNION REPRESENTATIVES

4.1 Union Recognition

- 4.1.1 The Employer recognizes the Union as the exclusive bargaining agent for those employees within the scope of Alberta Labour Relations Board Certificate Number 52-2019.

4.2 Exclusions

- 4.2.1 Notwithstanding clause 4.1, the Parties agree that this Collective Agreement does not apply to the following:
 - 4.2.1.1 employees employed as part of Central Office, and clerical personnel employed in Maintenance and Transportation,
 - 4.2.1.2 students, including students on unpaid work experience programs,
 - 4.2.1.3 those other employees/persons that may be excluded, from time to time, by written agreement between the Parties.

4.3 Union Business Leave

- 4.3.1 The Union shall provide the Employer with a copy of the request for time off for an employee, including the nature of the Union business, at least seven (7) full calendar days in advance of the date the leave for the employee is required.
- 4.3.2 Reasonable time off, without loss of regular earnings, may be granted by the Employer to employees for Union business.
- 4.3.3 Any time off approved by the Employer shall be subject to operational requirements.
- 4.3.4 To facilitate the administration of clause 4.3, the Employer will grant the leave of absence to the employee without loss of regular earnings and invoice the Union for the employee's wages plus any applicable allowances and all benefits. The Union shall pay any invoice from the Employer within thirty (30) days of the date on the invoice.

4.4 Union Dues

- 4.4.1 The Employer agrees to deduct an amount equivalent to Union dues from all Employees covered by this Collective Agreement whether or not these Employees choose to become members of the Union provided that the dues are normal regular assessments in accordance with the constitution and bylaws of the Union.
 - 4.4.1.1 Union dues shall be forwarded by direct deposit to the Union's financial institution upon release of the Employee's cheque on which the dues were deducted. An electronic list will be forwarded to the Union Treasurer by the 15th day the following month at the same time. This list will contain the Employee name and employment status.
- 4.4.2 Union dues deducted will be included on the annual T-4 slips of affected employees.
- 4.4.3 Should the Union wish to modify or change the Union dues to be deducted, the Union shall provide the Employer, in writing, a minimum of thirty (30) calendar days' notice of such intention.
- 4.4.4 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of or resulting from the operation of clause 4.4.

4.5 Union Representatives

- 4.5.1 No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will notify the Employer, in writing, of the names of the officers and the Union Representatives and the area over which they are responsible.

- 4.5.2 The Union will have the right to have the assistance of the CUPE National Representative when negotiating with the Employer. The Union will also be permitted to have the assistance of the CUPE National Representative, or designate, when dealing with the Employer with respect to the resolution of other issues arising from this Collective Agreement.
- 4.6 As part of the employment commencement process, the Employer agrees to inform new employees covered by this Collective Agreement that a copy of the Collective Agreement can be found on both the Employer's and Union's websites.

ARTICLE 5 – PROBATIONARY PERIOD

- 5.1 Regular employees shall serve a probationary period.
- 5.2 The probationary period is the initial period of employment in a regular position which shall be used to determine suitability and compatibility for continued employment.
- 5.3 The probationary period shall be active employment for the equivalent of ten (10) months worked.
- 5.4 The probationary period may be extended by the Employer for the equivalent of an additional three (3) months worked. The Employer will notify the Union of its decision.
- 5.5 During the probationary period, regular employees may be terminated at the Employer's discretion upon the Employer concluding that such employee is unsuitable and/or not compatible.

ARTICLE 6 – JOB EVALUATION

- 6.1 Probationary employees will be evaluated prior to being confirmed for employment in regular positions.
- 6.2 Following successful completion of a probationary period, additional evaluations will be initiated at the supervisor's discretion or an evaluation may be initiated at the request of a regular employee.
- 6.3 An evaluation report compiled during the evaluation process shall be signed by both the affected employee and their supervisor.
- 6.4 The evaluation report will be placed on the personnel file of the affected employee and a copy of the evaluation report will be provided to the affected employee.

ARTICLE 7 – CLASSIFICATIONS AND PAY

- 7.1 Classifications and pay rates applying to employees covered by this Collective Agreement are contained in Appendix "A" of this Collective Agreement.

7.2 The performance of regular employees will be evaluated on a yearly basis. The yearly evaluation will determine if a regular employee advances to the next step of their applicable pay grid under Appendix A.

ARTICLE 8 – HOURS OF WORK

8.1 The normal hours of work for regular full-time employment are as follows:

8.1.1 School Secretaries: 37.5 hours per week based on a workday of 7.5 hours

8.1.2 Library Technicians: 37.5 hours per week based on a workday of 7.5 hours

8.1.3 Educational Assistants: 32.5 hours per week based on a workday of 6.5 hours

8.2 Hours of work are as assigned by the Employer in accordance with operational requirements and the needs of the Employer. Start times and end times for each workday are as determined by the Employer. Employees will be provided with no less than 24 hours' notice where the Employer requires start times to change.

8.3 The normal work week for regular full-time employment will be Monday to Friday, as determined by the Employer.

ARTICLE 9 – OVERTIME

9.1 Time worked beyond eight (8) hours per day or forty-four (44) per week is eligible for overtime.

9.2 Where overtime is applicable and approved by the Employer, overtime hours will be compensated at one and one half (1½) times the employee's regular hourly wage rate.

ARTICLE 10 – NAMED HOLIDAYS

10.1 For regular, probationary, temporary, and casual employees, the Employer will pay on straight time regular earnings five percent (5%) in recognition of the following named holidays:

- | | |
|--------------------|-----------------------|
| (i) New Year's Day | (vii) Heritage Day |
| (ii) Family Day | (viii) Labour Day |
| (iii) Good Friday | (ix) Thanksgiving Day |
| (iv) Easter Monday | (x) Remembrance Day |
| (v) Victoria Day | (xi) Christmas Day |
| (vi) Canada Day | (xii) Boxing Day |

ARTICLE 11 – VACATION PAY

- 11.1 For regular, probationary, and temporary employees, the Employer will pay on straight time regular earnings vacation pay of six percent (6%).
- 11.2 For casual employees, the Employer will pay on straight time regular earnings vacation pay of four percent (4%).

ARTICLE 12 – GROUP BENEFITS

- 12.1 This Article applies to regular employees who are assigned, on an ongoing basis, a minimum of twenty (20) hours of work each week.
- 12.2 The Employer shall pay, based upon participation requirements for each benefit plan, one hundred percent (100%) of the premiums associated with each of the following benefit plans:
- 12.2.1 Group Life Insurance
 - 12.2.2 Accidental Death & Dismemberment
 - 12.2.3 Extended Disability Benefit
 - 12.2.4 Extended Health Care
 - 12.2.5 Dental Care
- 12.3 The Employer will provide an individual Health Spending Account and contribute eight-three dollars (\$83) monthly.
- 12.4 Payments made toward sick leave and group benefit plans by the Employer shall permit the Employer to retain all rebates of employment insurance premiums.
- 12.5 Group Registered Retirement Savings Plan
- 12.5.1 The Employer will provide a group registered retirement savings plan to which eligible employees may contribute a sum equal to five percent (5%) of their gross monthly earnings. The Employer will add six percent (6%) to the regular employee's contribution. The Employer's contribution is a taxable benefit. Participants may transfer the Employer's share of their registered retirement savings plan to a financial institution of their choice.

ARTICLE 13 – LEAVES OF ABSENCE

13.1 Eligibility

- 13.1.1 This Article applies to regular and temporary employees.

13.2 Sick Leave

- 13.2.1 Eligible employees will earn paid sick leave on the basis of two (2) workdays per

month to a maximum of ninety (90) calendar days. While on paid sick leave, an eligible employee will continue to earn paid sick leave.

13.2.2 Premiums for group benefits under Article 12, will continue to be paid by the Employer up to the end of the month that an eligible employee exhausts their accumulated sick leave. After that date, if the eligible employee wishes to remain on the group benefits under Article 12, the eligible employee must pay the full premiums each month. The Employer will resume payment of premiums for group benefits under Article 12 starting the month that the eligible employee returns to their work from sick leave.

13.2.3 Up to four (4) paid days of an eligible employee's accumulated sick leave may be approved for the purpose of attending to an ill spouse, child, or other member of the eligible employee's household.

13.2.4 Before sick leave is granted by the Employer, a medical certificate may be required.

13.3 Maternity Leave and Parental Leave

13.3.1 Maternity leave and parental leave will be granted by the Employer in accordance with the Employment Standards Code, Alberta.

13.4 Birth of Child Leave

13.4.1 The Employer may grant up to one (1) paid day of leave to attend the birth of their child or the day immediately following the day of birth.

13.5 Adoption of Child Leave

13.5.1 The Employer may grant up to two (2) paid days of leave to attend to the adoption of their child.

13.6 Compassionate Leave

13.6.1 **Immediate Family**

13.6.1.1 The Employer will grant up to five (5) paid days of leave where there has been a death or critical illness of a member of an eligible employee's immediate family,

13.6.1.2 "Immediate family" means the eligible employee's spouse, child, mother, father, sister, brother, grandparents, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents-in-law, or other relative who is a member of the eligible employee's household.

13.6.2 **Close Friend**

13.6.2.1 The Employer may grant up to three (3) paid days of leave to attend the funeral of a close friend.

13.6.2.2 "Close friend" means the eligible employee's or their spouse's aunt, uncle, niece, nephew, or close personal friend.

13.7 Business Leave

13.7.1 The Employer may grant up to one (1) paid day of leave for business related purposes that need to be attended to during the workday.

13.8 Jury Duty/Court Leave

13.8.1 The Employer will grant paid leave for jury duty and for court leave, where the eligible employee is subpoenaed as a witness.

13.8.2 Any stipend received for jury duty and court leave must be returned to the Employer.

13.9 Convocation Leave

13.9.1 The Employer will grant up to one (1) paid day of leave to attend a university convocation, where an eligible employee or their spouse, son or daughter is receiving a degree.

ARTICLE 14– TRAINING AND EDUCATION

14.1 Funds will be put aside by the Employer to assist regular employees to obtain a certificate or diploma within their field of expertise.

14.1.1 Regular employees must be employed by the Employer for a minimum of two (2) years to be eligible for the Educational Subsidy Program. Requests for enrolment in the Educational Subsidy Program must be approved by the Associate Superintendent of Personnel prior to registering. The Employer will pay up to 75% of costs incurred for tuition fees and textbooks, to a regular employee for successfully completed courses approved by the Employer. The subsidy will be paid upon proof of successful completion and presentation of documents relating to the cost of the course. These monies are reimbursed through Accounts Payable and are not eligible for educational deduction for income tax.

14.2 Regular employees who complete the Certificate in Theological Studies will receive an additional allowance of \$1,050 per year.

14.3 Regular employees who have upgraded their qualifications since commencing employment should forward proof of participation, certificates obtained, or other documentation to the personnel office for inclusion in their personnel file. Adjustment dates for changes in wages for training shall be September 1 and January 1 for the certificates completed by August 31 and December 31, respectively.

14.4 Professional development not directly leading towards a diploma or other certification,

may be made available to regular employees subject to the approval of the regular employee's supervisor. These professional development activities will be administered at the school level and paid for from the school's budget.

ARTICLE 15 – SUBROGATION

15.1 Definitions:

15.1.1 Cost of Absence means the total remuneration paid by the Employer during a period when the employee was absent from work.

15.1.2 Interest means interest calculated in accordance with the provisions of the Alberta Judgement Interest Act, RSA 2000, c.J-1, and amendments and regulations thereto.

15.1.3 Judgement or Settlement means an order of a court of competent jurisdiction or an agreement whereby the employee agrees to accept any sum of money representing past or future loss of remuneration, either by lump sum, periodic payment(s), or through the purchase of an annuity, or any of them.

15.1.4 Remuneration means the salary, allowances, benefit premiums and other monies paid to or in respect of the employee by the Employer.

15.1.5 Employee means an employee in respect of whom the Employer has incurred a cost of absence and includes the employee's personal representative, trustee, guardian or the estate of the deceased employee.

15.2 In the event that the Employer incurs a cost of absence as a result of an act or omission of a third party, the Employer is subrogated to any right of recovery of the employee from the third party in the amount of the cost of absence and without restricting the generality of the foregoing, the following provisions apply:

15.2.1 the employee shall advise the Employer in advance of the employee's intention to initiate any claim in which an act or omission of a third party has resulted in the Employer incurring a cost of absence,

15.2.2 the employee shall upon request by the Employer include the cost of absence, as calculated by the Employer, in the employee's claim,

15.2.3 the Employer shall have the right (but not the obligation) to maintain an action in the name of the employee and engage a solicitor (including the employee's solicitor) to recover the cost of absence,

15.2.4 the employee agrees to cooperate with the Employer and to provide, at the Employer's expense, all loss of income records, transcripts, loss of income reports and information with respect to the calculation or allocation of damages and attend examinations for discovery or assist as a witness where required,

- 15.2.5 the employee will not settle their claim without the prior written consent of the Employer as to the amount of the cost of absence to be recovered by the Employer,
- 15.2.6 upon resolution of the amount of the cost of absence payable to the Employer, the Employer may, upon default of payment by the employee following demand by the Employer offset the agreed upon amount of the cost of absence payable to the employee by the Employer,
- 15.2.7 the employee shall not release any third party from the cost of absence without the consent of the Employer, and
- 15.2.8 the Employer's consent to settlement shall not be unreasonably withheld.
- 15.3 When as a result of judgement or settlement with the consent of the Employer, the employee recovers a sum equal to all of the cost of absence, the employee shall, as of the date of settlement or judgment, pay the full cost of absence recovered to the Employer plus interest.
- 15.4 When as a result of a judgement or settlement with the consent of the Employer, the employee recovers a sum equal to a portion of the cost of absence, the employee shall as of the date of settlement or judgment, pay to the Employer, the amount of the cost of absence recovered plus interest.
- 15.5 The employee will upon request by the Employer execute such documents and agreements as may be required or deemed desirable by the Employer to give effect to the provisions of Article 15.
- 15.6 In exercising any of its rights under Article 15, the Employer shall have due regard for the interests of the employee.

ARTICLE 16 – SENIORITY

- 16.1 Seniority shall apply only to regular employees after successful completion of the probationary period under this Collective Agreement.
- 16.2 Seniority is defined as the length of continuous service with the Employer from the last date of hire in a regular position, including the period of continuous service prior to certification. Christmas, Easter and summer recesses or any approved leaves of absences will not count as breaks in service and will not affect the seniority of an employee.
- 16.3 Seniority shall be lost, and employment is deemed terminated:
 - 16.3.1 when a regular employee fails to return to work within seven (7) calendar days when recalled from layoff.
 - 16.3.2 when a regular employee is laid off for a period of six (6) months.
 - 16.3.3 after twelve (12) consecutive months of inactive service with the Employer.
 - 16.3.4 upon termination.

- 16.3.5 upon resignation.
- 16.3.6 upon retirement.

ARTICLE 17 – LAYOFF AND RECALL

- 17.1 Layoff means an Employer initiated temporary loss of employment for a regular employee. A reduction in hours of work by the Employer constitutes a layoff under this Collective Agreement.
- 17.2 In the event of a layoff because of a shortage of work, regular employees shall be laid off in the reverse order of seniority provided the regular employees remaining have, in the opinion of the Employer, the qualifications, training, skills, and abilities to perform the work.
- 17.3 Regular employees on layoff will be eligible for recall in order of seniority provided the regular employee to be recalled has, in the opinion of the Employer, the qualifications, training, skills, and abilities to perform the work.
- 17.4 Regular employees on layoff shall be responsible for providing the Employer with their current address, telephone number and email for recall purposes. Failure by a regular employee to comply with these requirements shall be deemed a resignation from employment with the Employer.
- 17.5 In the event that the Employer is unable to contact the regular employee by email, recall shall be deemed to have been carried out seven (7) calendar days from the date the email is sent by the Employer to the regular employee and copied to the Union.
- 17.6 A regular employee on layoff shall be considered terminated where the regular employee has been on layoff for six (6) months.

ARTICLE 18 – WORKERS' COMPENSATION

- 18.1 If a regular, probationary, temporary, or casual employee is prevented from performing their regular work with the Employer as a result of an accident or occupational sickness that occurred in the performance of the employee's duties with the Employer that is recognized by The Workers' Compensation Board, they shall be eligible for compensable benefits in such amounts as determined by the Workers' Compensation Board.
 - 18.1.1 Eligible employees in receipt of compensable benefits by the Workers' Compensation Board, shall have their premiums for group benefits paid by the Employer provided the Workers' Compensation Board does not compensate the eligible employee for those group benefits.
 - 18.1.2 In the event that an eligible employee is denied compensable benefits or appeals the loss or denial of disability benefits by the Workers' Compensation Board and does not immediately return to active employment, the eligible employee must pay the full premiums each month for the group benefits under

Article 12, while they are not actively employed with the Employer, or until such time as determined by the Employer.

18.2 All accidents must be reported to the applicable supervisor immediately and no later than twenty-four (24) hours after the occurrence of the accident.

18.2.1 The Workers' Compensation Board form (Employer's Report of Injury) will normally be completed for submission to the Workers' Compensation Board within seventy-two (72) hours.

18.2.2 Affected employees must report all workplace injuries to the Employer and the Workers' Compensation Board.

ARTICLE 19 – GENERAL

19.1 Where a regular, probationary, temporary or casual employee absents themselves from their employment without obtaining the approval of the Employer, the affected employee shall, after three (3) consecutive workdays of such unauthorized absence, be considered to have abandoned their employment and will be deemed to have resigned, unless it is subsequently shown by the affected employee that special circumstances satisfactory to the Employer prevented them from reporting to work.

19.2 Regular, probationary, temporary, and casual employees are required to provide the Employer with a minimum of ten (10) workdays of written notice prior to resignation, if they wish to resign in good standing.

19.3 A bulletin board, or a portion of an existing bulletin board, will be made available to the Union in each school for the posting of notices and other Union related items of interest to members, provided that such notices are approved by the Employer prior to posting.

ARTICLE 20 – GRIEVANCE PROCEDURE

20.1 Definitions and Scope

20.1.1 Any difference (hereinafter called "a grievance") arising from the contravention, interpretation, meaning, operation, application or alleged violation of this Collective Agreement, and further including any dispute as to whether the difference is arbitrable, shall, without stoppage of work or refusal to perform work, be subject to the grievance procedure. An earnest effort shall be made to settle the difference.

20.1.2 Grievances shall be of three (3) types, namely:

20.1.2.1 an employee grievance, that is, a grievance relating to or affecting one employee,

20.1.2.2 a group grievance, that is, a group of employee grievances involving the same difference, or

20.1.2.3 a policy grievance, that is a grievance which seeks to enforce an obligation of the Employer to the Union, or the Union or its members to the Employer. A policy grievance is a grievance which is not properly the subject of an individual or group grievance.

20.1.3 A grievance concerning the suspension, dismissal or termination of employment of an employee other than a regular employee, or a grievance concerning discipline of an employee other than a regular employee may be subject to the Grievance Procedure, except that it shall not be a subject of arbitration at Level 3 and the decision at Level 2 shall be final and binding.

20.1.4 "Days", when used in this Article, means calendar days.

20.1.5 "Union Representative" means an Officer of the Union designated in accordance with clause 4.5 of this Collective Agreement.

20.1.6 "Union Steward" means an employee of the Employer under this Collective Agreement who has been designated in accordance with clause 4.5 of this Collective Agreement.

20.2 Meetings During the Grievance Procedure

20.2.1 A Union Steward shall not discuss a grievance or leave their place of work to investigate a grievance during working hours without first obtaining permission from the Employer to do so. Where permission is granted by the Employer, the provisions of clause 4.3 shall apply.

20.3 Grievance Process

20.3.1 An earnest effort shall be made to settle issues arising from the application of this Collective Agreement fairly and promptly through discussion between the Parties to avoid the need for formal grievances. In the event this process does not resolve the issue, the following grievance procedure shall apply.

20.3.2 **Level 1**

20.3.2.1 If an employee or employees have a grievance, within fourteen (14) days of the date of the incident giving rise to the grievance a written statement of the grievance shall be submitted to the first level supervisor(s) with a copy of the grievance(s) to the Superintendent of Schools or designate.

20.3.2.2 The grievance when presented in writing must be signed by the Union and shall contain:

20.3.2.2.1 A summary of circumstances giving rise to the grievance.

20.3.2.2.2 The provision(s) of the Collective Agreement considered violated.

20.3.2.2.3 The particulars of the remedy sought.

20.3.2.3 The first level Supervisor shall render their decision in writing within fourteen (14) days of receipt of the grievance.

20.3.3 Level 2

20.3.3.1 Failing satisfactory settlement being reached at Level 1, the Union shall, within fourteen (14) days of receipt of the Level 1 reply, submit their grievance(s) in writing to the Superintendent of Schools or designate.

20.3.3.2 The Superintendent of Schools or designate shall render their decision in writing within fourteen (14) days of receipt of the grievance.

20.3.4 Level 3 – Arbitration

20.3.4.1 If a settlement is not reached through the applicable proceedings,

20.3.4.1.1 the Union, in the case of an employee grievance or group grievance,

20.3.4.1.2 the Union, in the case of a Union grievance; or

20.3.4.1.3 the Employer, in the case of an Employer grievance

may, by notice in writing to the other Party, refer the grievance to an Arbitration Board. Such notice must be given within fourteen (14) days of receipt of the reply at the previous applicable Level of the grievance procedure just prior to Arbitration. If both Parties agree, the grievance may be referred to a single arbitrator.

20.3.4.2 Where notice to the Employer is required, notice shall be given to the Superintendent of Schools. Where notice to the Union is required, notice shall be given to the President of CUPE Local 417.

20.3.4.3 The notice under clause 20.3.4.2 shall state the name of its appointee to the Arbitration Board.

20.3.4.4 The Party receiving notice shall, within fourteen (14) days of receipt of the notice from the initiating Party, by written notice to the initiating Party state the name of its appointee to the Arbitration Board.

20.3.4.5 The two (2) appointees shall, within fourteen (14) days of the last appointee being made, agree on a third member to Chair the Arbitration Board.

20.3.4.6 Should the two (2) appointees fail to agree upon a third member to Chair the Arbitration Board, either Party may request the Director of Mediation Services to appoint the third member to Chair the Arbitration Board.

20.3.4.7 Each Party to this Collective Agreement shall bear its own costs of the Arbitration Board, including the costs of its appointee to the Arbitration Board. The Parties shall bear equally the costs of the Chair of the Arbitration Board.

20.3.4.8 The Employer shall grant an employee leave of absence without loss of regular earnings for the purpose of attending the arbitration of their grievance. The Union agrees to reimburse the Employer in accordance with clause 4.3.

20.3.4.9 The Employer shall grant leave of absence with pay to a witness appearing under notice to attend at the arbitration proceedings. The Union agrees to reimburse the Employer in accordance with clause 4.3.

20.4 Variance of the Grievance Procedure

20.4.1 The level of commencement of a grievance may be varied up to and including Level 2 by written agreement between the Employer and the Union.

20.5 Policy Grievance

20.5.1 A Policy Grievance shall be submitted to the other Party,

20.5.1.1 in the case of the Employer, to the President of CUPE Local 417, or

20.5.1.2 in the case of the Union to the Superintendent of Schools

within fourteen (14) days of the date upon which the alleged violation of the Collective Agreement has occurred or within fourteen (14) days from the date upon which the aggrieved Party first became aware of the subject of the grievance.

20.5.2 The policy grievance shall contain:

20.5.2.1 A summary of circumstances giving rise to the grievance,

20.5.2.2 The provision(s) of the Collective Agreement considered violated, and

20.5.2.3 The particulars of the remedy sought.

20.5.3 Within fourteen (14) days of the date of filing of the Policy Grievance, the Parties shall meet to attempt to resolve the difference. Failure to resolve the Policy Grievance within fourteen (14) days of the date of filing of the Policy Grievance shall entitle the aggrieved Party to advance the Policy Grievance to Level 3 – Arbitration, no later than twenty-eight (28) days from the date of filing of the Policy Grievance.

20.6 Powers of Boards of Arbitration

- 20.6.1 Arbitration Boards are empowered to decide grievances between the Parties or persons bound by the Collective Agreement.
- 20.6.2 Arbitration Boards shall not add to, alter, modify or amend any part of the terms of the Collective Agreement by their decision, nor make any decision inconsistent with the Collective Agreement nor to deal with any other matter that is not a proper matter for grievance under the Collective Agreement.
- 20.6.3 Arbitration Boards shall confine their decisions solely to the precise issue submitted to them and shall have no authority to decide any other issue not so submitted.
- 20.6.4 When disciplinary action against an employee is involved, the Arbitration Board may vary the penalty as the Arbitration Board considers just and reasonable under the circumstances.
- 20.6.5 The decision of a majority of the members of the Arbitration Board is the decision of the Arbitration Board, but if there is no majority, a decision of the Chair governs and her/his decision is the decision of the Arbitration Board.

20.7 Arbitration Decisions

- 20.7.1 Arbitration decisions shall be final and binding on the Parties and all other interested persons.

20.8 Procedures and Time Limits

- 20.8.1 Time limits and procedures contained in this grievance procedure are mandatory. Failure to pursue a grievance within the prescribed time limits and in accordance with the prescribed procedures shall result in abandonment of the grievance. Failure to reply to a grievance in a timely fashion shall advance the grievance to the next level. Grievances so advanced shall be subject to time limits as if a reply had been made on the last allowable day of the preceding level in the procedure.
- 20.8.2 Time limits in this Article may be extended by written agreement between the Employer and the Union.
- 20.8.3 Service of Documents
 - 20.8.3.1 If anything is required or permitted to be served under this Article, it shall be deemed to be properly served if it is served:
 - 20.8.3.1.1 by hand-delivery; or
 - 20.8.3.1.2 by a receipted courier service; or
 - 20.8.3.1.3 by registered mail; or
 - 20.8.3.1.4 by confidential fax, email, or other electronic communication, with a follow-up call or email to confirm receipt.

ARTICLE 21 – EFFECTIVE DATE AND TERM OF THE COLLECTIVE AGREEMENT

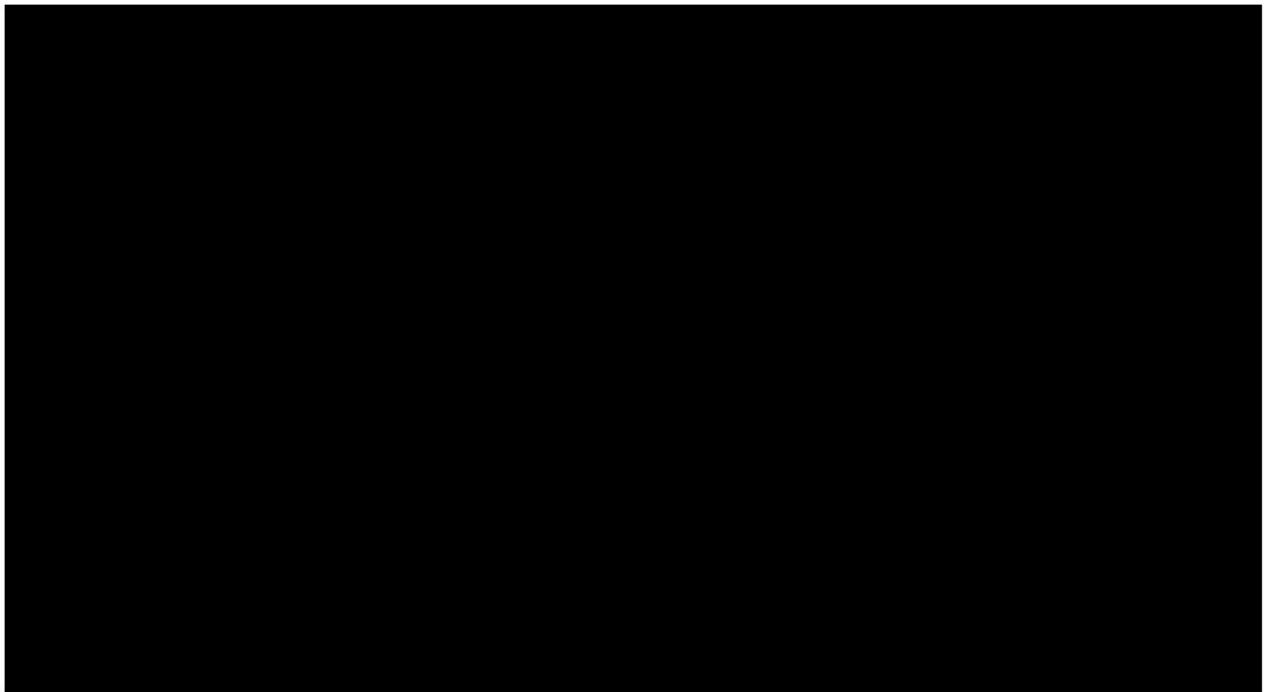
- 21.1 The Parties agree as follows:
- 21.1.1 The term of this Collective Agreement will be September 1, 2021, to August 31, 2022.
- 21.1.2 The effective date of the provisions contained in this Collective Agreement will be the date of ratification (**February 16, 2022**) of this Collective Agreement by the Parties.
- 21.1.3 This Collective Agreement shall continue in full force and effect from year to year thereafter until amended as hereinafter provided.
- 21.2 This Collective Agreement and any negotiated increases or changes made in this Collective Agreement will apply only to those persons employed with the Employer on or after the date of ratification of this Collective Agreement.
- 21.3 Method of Re-Negotiating the Collective Agreement
- 21.3.1 Collective Bargaining for the renewal of this Collective Agreement shall be commenced and negotiated in accordance with Part 2, Division 10, of the Labour Relations Code, as amended from time to time. Either Party desiring to amend or terminate this Collective Agreement shall give notice in writing to the other Party, not less than sixty (60) days or not more than two hundred and ten (210) days immediately preceding the expiry date of this Collective Agreement.
- 21.3.2 Any specific item may be opened for re-negotiation at any time by mutual agreement of the Parties.
- 21.3.3 Any time limits set out in this Article are calendar days, except where otherwise noted, and may be extended by mutual agreement of the Parties.
- 21.4 During the life of this Collective Agreement and during collective bargaining between the Parties to negotiate a new Collective Agreement, there shall be no strikes, slowdowns, or stoppages of work on the part of employees, nor any lockout on the part of the Employer, except as provided for under the Alberta Labour Relations Code.
- 21.5 Notice to bargain shall be considered to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope addressed,
- in the case of the Employer to:
- Superintendent of Schools
Red Deer Catholic Separate School Division Montfort Centre, 5210 – 61
Street
Red Deer, AB, T4N 6N8
- and in the case of the Union to:

President, CUPE Local 417 Canadian Union of Public Employees Red Deer
Regional Office
250, 5002 – 55th Street Red Deer, AB, T4N 7A4

IN WITNESS THEREOF the Parties hereto executed this Collective Agreement by affixing the signatures of their proper officers on their behalf on the date(s) as set out below.

Signed on MARCH 10, 2022

Signed on MARCH 10, 2022



APPENDIX A – WAGE GRIDS

Application of one percent (1%) Increase Effective Date of Ratification (February 16, 2022)

Classification	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5
Educational Assistant (with diploma)	\$19.21	\$19.98	\$20.75	\$21.51	\$22.27	\$23.04
Educational Assistant (without diploma)	\$17.68	\$18.44	\$19.21	\$19.98	\$20.76	\$21.50
Secretary I	\$19.30	\$20.00	\$20.72	\$21.43	\$22.14	\$22.86
Secretary II	\$21.33	\$22.04	\$22.76	\$23.46	\$24.18	\$24.89
Library I (with diploma)	\$19.30	\$20.00	\$20.72	\$21.43	\$22.14	\$22.86
Library I (without diploma)	\$17.98	\$18.69	\$19.40	\$20.11	\$20.83	\$21.53
Library II (with diploma)	\$20.31	\$21.03	\$21.74	\$22.44	\$23.16	\$23.87
Library II (without diploma)	\$18.99	\$19.71	\$20.41	\$21.13	\$21.84	\$22.55

Casual Hourly Rate – All Classifications (includes 4% vacation pay)	\$16.84
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One-Time Lump Sum Payment

Effective the date of ratification (February 16, 2022), the Employer will provide a one-time lump sum payment of one hundred and fifty-five dollars (\$155.00) to current regular and temporary employees, and to current casual employees who have worked hours since the start of the school year (September 1, 2021) and have also worked hours between January 1, 2022, and the date of ratification. The lump sum payment, less statutory deductions, will be paid no later than thirty (30) days after ratification.