

COLLECTIVE AGREEMENT

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES

CUPE Local 1825

- AND -

HOLY SPIRIT ROMAN CATHOLIC SEPARATE
SCHOOL DIVISION



September 1, 2020 to August 31, 2024

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ARTICLE 1 – TERM OF AGREEMENT, INTERPRETATIONS, AND DEFINITIONS

- 1.1 This Agreement shall remain in full force and effect from September 1, 2020, and continue in full force and effect to the 31st of August 2024 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, 2024, 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 Meetings to attend bargaining and prepare for bargaining with the Employer shall be without the loss of benefits or pay to the Employee, and the Employer shall bill the Union for the cost where the Employee has been replaced.
- 1.4 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.
- 1.5 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. C1952-2021 issued by the Alberta Labour Relations Board on the 27th day of August 2021.
- 1.6 INTERPRETATIONS
 - (a) 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.
 - (b) Representation:

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 a representative may have access to the Employer's premises in order to investigate and assist in the settlement of a grievance.

There shall be no loss of pay or benefits, or cost to the Union for attending meetings with the Employer or where the Union is representing members in meetings, (not limited to) investigations, or grievance hearings up to the point of arbitration.
 - (c) 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.

(d) Labour Management Meetings:

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.

There shall be no loss of pay or benefits, or cost to the Union for Employees attending the Labour Management Committee Meetings.

(e) Union Dues:

Union dues shall be sent to the Local 1825 Secretary-Treasurer, attached with a list of each Employee's name, the amount of dues deducted and the regular wages.

(f) 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.

(g) On a monthly basis, the Employer will provide a complete list of Union members including their names, home address, personal telephone, work location, job classification, and employment type (full-time, part-time, and casual).

1.6 DEFINITIONS

(a) 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).

- (b) 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(e) and 1.5(f).

Casual Employees shall be paid at the start rate of pay in the job classification they are working. Casual Employees who work for a term of more than three (3) continuous months will accumulate service time should they move to a temporary or continuous position in the same job classification as per Article 2.2, and shall not be entitled to benefits, under the Collective Agreement.

- (c) 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 except where replacing a permanent Employee who is temporarily absent under Article 11.

The Union will be provided with written notification of the incumbent in the temporary position as well as a copy of the letter of employment.

Temporary Employees will pay Union dues as per Articles 1.5(e) and 1.5(f).

Temporary Employees shall be paid the applicable hourly rate for the position and will be entitled to other benefits and rights under the Collective Agreement. Previous accumulated service in a temporary or continuous job classification will be applied toward the applicable hourly rate should there be a break in service of no more than twelve (12) months. Temporary Employees shall not be entitled to seniority.

- (d) With respect to the above Articles 1.6(b) and 1.6(c), 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 June 1, 2023, a one and one-quarter percent (1.25%) increase covering all Employees in the bargaining unit.

Effective February 1, 2024, a one and one-half percent (1.5%) increase covering all Employees in the bargaining unit.

2.2 HOURLY RATES

As of June 1, 2023	Increase of 1.25%			
Classification	Start Rate	After 1 year	After 2 years	After 3 years
Group 1				
• Education Assistant				
• Early Learning Assistant				
• Receptionist- St. Basil	19.68	20.90	22.12	23.28
• Speech language Assistant				
Group 2				
• Administrative Support	20.46	21.80	23.15	24.37
• Library Clerk				

Group 3 <ul style="list-style-type: none"> ● Administrative Assistant ● Career Practitioner ● Child and Youth Care Worker ● Early Learning Program Leader ● Library Technician ● Outreach Assistant 	21.99	22.91	23.80	26.26
Group 4 <ul style="list-style-type: none"> ● School Accounting Administrator 	24.44	26.61	28.76	30.90

As of February 1, 2024	Increase of 1.5%			
Classification	Start Rate	After 1 year	After 2 years	After 3 years
Group 1 <ul style="list-style-type: none"> ● Education Assistant ● Early Learning Assistant ● Receptionist-St. Basil ● Speech language Assistant 	19.98	21.21	22.45	23.63
Group 2 <ul style="list-style-type: none"> ● Administrative Support ● Library Clerk 	20.77	22.13	23.49	24.74

Group 3 <ul style="list-style-type: none"> ● Administrative Assistant ● Career Practitioner ● Child and Youth Care Worker ● Early Learning Program Leader ● Library Technician ● Outreach Assistant 	22.32	23.26	24.16	26.66
Group 4 <ul style="list-style-type: none"> ● School Accounting Administrator 	24.81	27.01	29.19	31.37

CUPE 1825 Grid -Ratification Date				
Classification	Start Rate	After 1 year	After 2 years	After 3 years
Group 1 <ul style="list-style-type: none"> ● Receptionist-St. Basil ● Speech language Assistant 	19.98	21.21	22.45	23.63
Group 2 <ul style="list-style-type: none"> ● Education Assistant ● Early Learning Assistant 	21.63	22.15	22.67	23.63
Group 3 <ul style="list-style-type: none"> ● Library Clerk 	21.98	22.78	23.68	24.74

Group 4				
● Child and Youth Care Worker	22.32	23.26	24.16	26.66
● Early Learning Program Leader				
● Outreach Assistant				
Group 5				
● Administrative Support	23.85	24.41	25.00	26.39
Group 6				
● Administrative Assistant	26.39	27.40	28.42	29.44
● Career Practitioner				
● Library Technician				
Group 7				
● School Accounting Administrator	24.81	27.01	29.19	31.37

ARTICLE 3 – GROUP CLASSIFICATION

- 3.1 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.
- 3.2 An Employee who believes their position is unfairly or incorrectly classified or grouped may submit, through the Union, a request through their Principal for a review of the position. The Principal shall within ten (10) working days submit their recommendation to the Superintendent, with a copy to the Union and Employee. Failing a satisfactory resolution, the matter may be submitted to Arbitration under the Grievance Procedure.
- 3.3 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 (a) Administrative Assistants who are twelve (12) 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.
- (b) Administrative Assistants who are ten (10) 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 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.

All Employees who work six (6) or more hours per day will be entitled to (a minimum of) one-half (1/2) hour unpaid lunch break in addition to two (2) fifteen (15) minute rest periods.

- 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 (unless approved by the principal or designate). 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 is to commence after seven (7) hours unless working an approved re-arranged work week (article 17.2), in which case, overtime is paid after their normal working hours. Overtime will also commence after thirty-five (35) paid hours or more in a week.
- 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 payout 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 (12) month Employees shall be entitled to paid annual vacation on the following basis:

Years of Service	Days Accrued Per Month	Amount of Vacation Per Year
Less than 1 year of service	1.25 vacation days per month for each complete month of service	
1 year or more but less than 6 years of service	1.25 vacation days per month for each complete month of service	Fifteen (15) working days
6 years or more but less than 15 years of service	1.67 vacation days per month for each complete month of service	Twenty (20) working days
15 years or more but less than 24 years of service	2.08 vacation days per month for each complete month of service	Twenty-five (25) working days
24 years or more but less than 30 years of service	2.50 vacation days per month for each complete month of service	Thirty (30) working days
30 years or more of service	2.92 vacation days per month for each complete month of service	Thirty-five (35) working days

7.3 Ten (10) month Employees shall receive vacation pay with each monthly pay on the following basis:

Less than 6 years of employment	6.0%
6 years or more but less than 15 years of employment	8.0%
15 years or more but less than 24 years of employment	10%
24 years or more but less than 30 years of employment	12%
30 years or more years of employment	14%

7.4 Employees separating from service with the Employer will be paid holiday pay at the time of separation.

7.5 In the event that an Employee incurs an emergency requiring hospitalization or experiences a significant medical incident or illness that would otherwise cause the Employee to be absent from work during their vacation, the Employee shall be entitled to reschedule their vacation. Unused vacation days will be returned to their vacation bank for the period of disability, providing the nature and period of the disability are substantiated by a doctor's certificate.

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 layoff 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 non work-related quarantine.

For quarantine ordered by the Local Health Authority that is work-related, the Employer shall endeavour to offer work on a remote basis. Where work cannot reasonably be offered the Employee may use sick leave credits.

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) A certificate signed by a qualified medical practitioner where the absence is for a period of over five (5) days and when requested by the Employer.
- (b) 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 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 an independent medical examination of the Employee by a qualified medical practitioner before payment of salary or leave of absence is granted.

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 (LAPP). The Employer's contribution shall be in accordance with Administrative Procedure and in accordance with the regulations of the Plan. Eligible Employees shall include all Employees who work at least seven hundred and twenty-eight (728) hours per year.

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 and Wellness Spending Account

Effective January 1, 2024, the School Division will contribute five hundred dollars (\$500.00) annually (accrued at the rate of fifty dollars (\$50.00) per month from September to June) to a Health and Wellness Spending Account for each eligible Employee. The unused balance will be carried forward for a total accumulation of two (2) years balance (current year plus prior unused balance). Employees leaving the school division will forfeit any remaining balance.

In this article, "Eligible Employee" means any permanent Employee or Employees on a temporary contract.

ARTICLE 11 – LEAVES OF ABSENCE

General Leave

11.1 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.

- (a) 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 where the leave extends beyond ten (10) days in a calendar year.

- (b) Leave granted under Article 11.1 in excess of thirty (30) working days shall not accrue seniority.
- (c) 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, hours and location held prior to the leave.
- (d) 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 Domestic Violence Leave

An Employee who is the victim of domestic violence is entitled to unpaid Domestic Violence Leave of up to ten (10) days in a calendar year.

11.3 Personal or Family Responsibility Leave

An Employee is entitled to up to five (5) days of unpaid leave in a calendar year, but only to the extent that the leave is necessary for the health of the Employee or for the Employee to meet their family responsibilities in relation to a family member.

11.4 Maternity and Parental Leaves

(a) Entitlement to Maternity Leave:

- (i) 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.
- (ii) A pregnant Employee referred to above is entitled to a maternity leave of:
 - (1) 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
 - (2) 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.

(iii) Subject to Article 11.2 (c) the maternity leave shall include a period of at least six (6) weeks immediately following the actual date of delivery.

(iv) Maternity leave shall be counted as seniority.

(b) 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.

(c) 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.

(d) No Notice of Maternity Leave:

An Employee who fails to comply with Article 11.2(b) and who is otherwise entitled to maternity leave, is entitled to maternity leave for the period specified in Article 11.2(a) if within two (2) weeks after she ceases to work, she provides the Employer with a medical certificate which:

(i) indicates that she is not able to work by reason of a medical condition arising from her pregnancy; and

(ii) gives the estimated date of delivery or the actual date of delivery.

(e) 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:

(i) 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.

(ii) 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 (A) or (B) below. Such choice shall apply until the Employee returns to work following delivery or until the Employee returns to work from maternity leave.

(A) 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

(B) Maternity leave commencing the date of disability with access to the Employer's Supplemental Employment Benefit Plan (SEBP) under clause 11.2 (f).

(f) Supplemental Employment Benefit Plan (SEBP)

(i) 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.

(ii) 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.

(iii) 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.

(g) Parental Leave

(i) The Employer shall grant parental leave to an Employee in the following circumstances:

(A) 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;

(B) 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;

- (C) 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.
 - (D) In the case of Extended Parental Leave, a period of not more than sixty-one (61) consecutive weeks.
- (ii) 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.
- (h) Notice of Parental Leave
- (i) An Employee must give the Employer at least six (6) weeks of notice of the date the Employee will start parental leave unless:
 - (A) the medical condition of the birth mother or child makes it impossible to comply with this requirement; or
 - (B) the date of the child's placement with the adoptive parent as not foreseeable.
 - (ii) If the Employee cannot comply with the written notice requirement for any of the reasons stated under subsection 11.2(g)(i), 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.
- (i) Notice of Resumption of Employment
- (i) An Employee who wishes to resume working on the expiration of 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.
 - (ii) 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.

Leaves with Pay

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

11.5 Critical Illness Leave

For the critical illness of:

Spouse	Fiancé(e)	Child	Sibling
Parent	Parents of the spouse		

not more than five (5) days. A medical statement certifying the critical nature of the illness will be required if death does not occur.

11.6 Bereavement Leave

(a) Not more than five (5) paid days for bereavement or to attend a funeral of:

Spouse	Fiancé(e)	Child	Sibling
Parent	Parents of the spouse		

(b) A portion of Bereavement leave can be held back in order to attend a Celebration of Life held at a later date.

(c) In any contract year – not more than ten (10) days leave for combined critical illness and bereavement for each of the Employee's parent, child, spouse, parents of the spouse, or Fiancé(e)

(d) 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.

(e) For the funeral of an uncle, aunt, cousin, nephew, niece, or a friend of the family - one (1) day leave for each occurrence.

(f) For acting as pallbearer - one (1) day.

11.7 School Exams

For the purpose of writing a recognized school, college, or technical institution examination - one (1) day.

11.8 Convocation

While participating in the Employee's Post-Secondary Convocation Exercises - one (1) day.

11.9 Citizenship

While obtaining citizenship papers at a scheduled session of the court one-half (1/2) day.

11.10 Witness/Jury Duty

When summoned or subpoenaed as a jury member or 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.

11.11 Family Illness Leave

For not more than two (2) days in any one school year for a family member's illness of a non-critical nature.

11.12 Emergency Leave

For not more than two (2) days in any one school year for some emergency or misfortune demanding the Employee's attention.

11.13 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.

11.14 Inclement Weather / Unforeseen Circumstances

Because of impassable roads or the suspension of public transportation or any other cause beyond the Employee's control.

11.15 Other Circumstances

For not more than two (2) days for any other reason acceptable to the Superintendent.

11.16 Adoption Leave

For not more than one (1) day for adoption procedures.

11.17 Birth of a Child

For not more than two (2) days to allow a parent to be present at the birth of the Employee's child.

11.18 Union Meeting Leave

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.

11.19 Spiritual Development

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.

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

12.1 Vacancies

- (a) When any new position is created or a 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 Union. Successful candidates to the position shall be posted, with a copy to the Union.
- (b) All interested Employees must submit their application for the position advertised by the date specified in the notice.
- (c) If a position becomes vacant any Employee shall have the right to apply for the position.
- (d) Positions shall be posted for a minimum of seven (7) calendar days.
- (e) External applicants shall only be considered where no qualified internal candidate has applied.

12.2 Probationary Period

- (a) Each new Employee hired by the Employer will be required to serve a six (6) working calendar months probationary period from the date of appointment and the Employer reserves the right to terminate the services of any Employee at any time during the probationary period.
- (b) 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

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

- (a) Seniority is defined as the length of continuous or unbroken service with the Employer in the CUPE Local 1825 bargaining unit

Employer approved leaves of absence, legislated leaves, and sick leaves shall not be considered broken service.

- (b) Qualification and Appointments

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

c) Layoff and Recall

- (i) Layoffs shall be in reverse order of bargaining unit wide seniority, in the affected classification provided the Employee(s) has the necessary qualifications to perform the work remaining.
- (ii) A layoff shall be defined as a reduction in the workforce 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, the Employee shall be paid the day(s) for which work was not made available.
- (iv) An Employee has the right to have a Union Representative present at any meeting in which layoff or reduction of hours is discussed. The Employer will ensure that the Employee has been notified of their right to have a Union Representative present.
- (v) Where the Employer has determined that a reduction of hours is necessary, the Employer and Union 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 layoff provisions will apply.
- (vi) Where layoffs or reductions in hours result in excess Employees/hours in a classification at a particular location or school and where those Employees will need to be relocated, the Employer will displace or reduce the hours of the most junior Employees in the classification unless there is a bona fide reason to not displace or reduce the hours of the most junior Employee.

The Employer will offer transfers to vacant positions to all affected Employees in order of seniority.

- (vii) 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.
- (viii) An Employee, after receipt of layoff notice, shall retain recall rights for a period of twelve (12) consecutive calendar months from the effective date of their layoff.

- (ix) An Employee who declines a reasonable offer of recall to their home classification shall have their recall rights to that classification exhausted, effective the date the Employee declined the recall.
- (x) Should an Employee accept a casual or temporary position, the Employee shall retain their recall rights.
- (xi) The Employer will issue a Record of Employment within five (5) working days of the last day worked.
- (d) No outside advertising for any vacancy shall be placed until all Employees on recall have been offered the vacancy.

(e) Loss of Seniority

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. Employees will continue to accrue seniority when working in a Casual or Temporary position during a layoff.

An Employee shall only lose seniority in the event of:

- (i) Discharge for just cause without reinstatement.
- (ii) Resignation in writing and not withdrawn within two (2) working days.
- (iii) 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.
- (iv) 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 the Employee's current address.

(f) Seniority List

The Employer shall maintain a seniority list showing the current classification, work location, 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 February and October of each year.

(g) 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(c). This Article shall serve as notice of layoff and recall for the school vacation periods during the term of this agreement.

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

12.5 Termination of Service

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

(b) Retroactive Pay for Terminated Employees:

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

12.6 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.

12.7 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 an appropriate receipt.

ARTICLE 13 – DISCIPLINE

13.1 Transfers

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

The Employee has the right to grieve.

13.2 Discipline or Dismissal

Any Employee may be disciplined or dismissed by the Employer for just cause. If so disciplined or dismissed, the Employee shall have the right to grieve.

An Employee has the right to have a Union representative present at any investigatory, disciplinary, or dismissal meeting.

The Employer will ensure that the Employee has been notified of their right to have a Union Representative present in advance of the meeting or the Employer will invite Union Representation to be present.

13.3 Discipline shall not be used against an Employee provided twenty-four (24) calendar months have passed since the discipline was filed and the Employee has otherwise remained discipline free.

ARTICLE 14 – DISCRIMINATION AND HARASSMENT

14.1 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 any protected grounds under the *Human Rights Code*.

14.2 The Employer agrees to provide a workplace free from discrimination and harassment.

ARTICLE 15 – GRIEVANCE PROCEDURE

15.1 A Grievance shall be defined as any difference arising out of the 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.

15.2 An Employee or the Local Union shall have the right at any time to have the assistance of a CUPE National Representative.

15.3 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) working 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, or in case of a Policy Grievance, they may commence their grievance at Step II, within twenty (20) working 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 in writing of their decision within ten (10) working 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.

15.4 STEP 2

- (a) If the dispute is not resolved at Step 1, the Union may submit a written grievance to the Employer on behalf of the Employee within twenty (20) working days from receiving the Supervisor's written decision.
- (b) Within ten (10) working days of receiving the grievance at Step 2, the Employer and the Union along with the Grievor, shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute.
- (c) The Employer shall reply in writing to the grievance within ten (10) working days of the Step 2 grievance meeting.

15.5 STEP 3: Arbitration

- (a) If the grievance is not settled under Step 2 above, the Union shall, within ten (10) working 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) working days, the appointment may 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 16 – GENERAL

- 16.1 The Union and the Employer agree that the *Occupational Health and Safety Act* applies and will be honoured by both parties who will cooperate in administrating and streamlining the process.
- 16.3 With forty-eight (48) hours' notice, an Employee may have access to review their personnel file in the presence of a Human Resources Employee. The Employee will have the right to request a copy of any document contained in the file, free of cost. Employee

The Employee has the right to reply in writing to any document contained in their personnel file which will be appended to the document as long as it remains in their file.

ARTICLE 17 – TRAINING, PROFESSIONAL DEVELOPMENT

- 17.1 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 18 – RE-ARRANGED WORK WEEK

- 18.1 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.

18.2 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 _____

SIGNED ON BEHALF OF HOLY SPIRIT ROMAN CATHOLIC SEPARATE SCHOOL DIVISION	SIGNED ON BEHALF OF CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1825
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LETTER OF UNDERSTANDING No. 1 – Noon Hour Supervision

Between

HOLY SPIRIT ROMAN CATHOLIC SEPARATE SCHOOL DIVISION

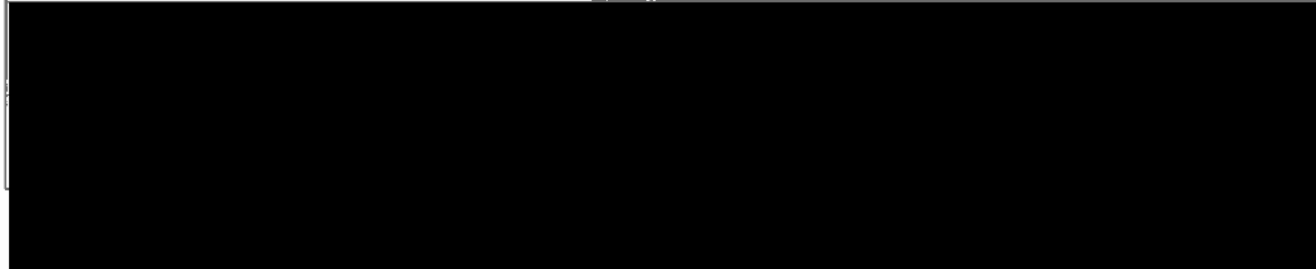
- AND -

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1825

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.

Signed _____

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

LETTER OF UNDERSTANDING No. 2 – Overnight Trips

Between

HOLY SPIRIT ROMAN CATHOLIC SEPARATE SCHOOL DIVISION

- AND -

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1825

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.

Signed _____

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

LETTER OF UNDERSTANDING No. 3 – Jordan’s Principle

Between

HOLY SPIRIT ROMAN CATHOLIC SEPARATE SCHOOL DIVISION

- AND -

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1825

Employees hired under the Jordan’s Principle Grant are considered temporary Employees.

Funding for Educational Assistants hired under Jordan’s Principle is based on an annual application for funds by the Division.

Where the Division receives funds to hire Educational Assistants, those Educational Assistants who were successful in the role during the previous school year do not need to reapply to continue as a Jordan’s Principle Educational Assistant in the following school year.

All conditions regarding accumulated service shall apply as per Article 1.6.3 as well as any other term or condition in this collective agreement for Temporary Employees.

Signed _____

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