

COLLECTIVE AGREEMENT

BETWEEN

**HOLY SPIRIT ROMAN CATHOLIC SEPARATE
SCHOOL DIVISION**



- AND -

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

September 1, 2021 to August 31, 2024

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COLLECTIVE AGREEMENT

ARTICLE 1: TERM OF AGREEMENT

- 1.1 This Agreement shall remain in full force and effect from the 1st day of September 2021 and continue in full force and effect to the 31st day 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 twenty (120) days prior to the expiry date of August 31, 2024, or the expiry date in any subsequent year.

ARTICLE 2: UNION RECOGNITION

- 2.1 The Employer acknowledges that CUPE Local 290 is the sole and exclusive bargaining agent for all Employees as per Alberta Labour Relations Board Certificate No. C1953-2021 issued on the 27th day of August 2021.
- 2.2 The Employer agrees to inform new Employees that a Union agreement and check-off dues are in effect.
- 2.3 The Employer agrees to allow the posting of Union notices on the Employer's bulletin boards for Bargaining Unit Employees. Such notices shall relate to appointments, meetings, elections, and conventions of the Union, and Union social and recreational affairs.
- 2.4 The Employer shall make the Collective Agreement available to all Employees through online access, either by posting on their website or through an internal electronic access method.
- 2.5 Union Dues:
Union dues deducted shall be sent to the Local 290 Secretary-Treasurer, attached with a list of each Employee's name, address, telephone number, the amount of dues deducted and the regular wages, provided there is no additional cost to the Holy Spirit School Employer.

ARTICLE 3: INTERPRETATIONS AND DEFINITIONS

- 3.1 Head Caretaker:
Shall be assigned the supervisory duties of the caretaker function. A Head Caretaker shall be appointed to every school or Administrative building.
- 3.2 Caretaker:
Shall be a person assigned to various work locations to perform caretaking functions.

- 3.3 Casual Caretaker:
Shall be the person assigned to various work locations to replace caretakers who are absent for various reasons. This individual(s) may also be used in other areas of work at the Employer's discretion.
- 3.4 Labourer
A person who performs a wide range of physical tasks, both indoors and outdoors, at various locations in support of the Maintenance Department.
- 3.5 Summer Student/Labourer
A person who performs a wide range of physical tasks, both indoors and outdoors, at various locations in support of divisional operations between the months of May to August.
- 3.6 Maintenance Specialist:
A person assigned to work in various locations and in other areas of work at the Employer's discretion to maintain and repair the physical assets of the School Division.
- 3.7 Journey person
A Maintenance Specialist who has completed all formal training and has received certification in a particular trade.
- 3.8 Lead Maintenance Specialist
A Maintenance Specialist is assigned to maintain and repair the physical assets of the School Division. This person supervises Maintenance Specialists as assigned by the Employer. A Lead Maintenance Specialist could be a Maintenance Specialist or a Journey person.
- 3.9 Regular Employee
A regular Employee is a person who has been hired to fill a permanent position.
- 3.10 Bargaining Agent:
Shall mean those duly appointed representatives of the Union to discuss with a committee of the Employer any and all matters affecting this agreement and the Union.
- 3.11 Temporary and Casual Employees
- (a) A temporary position shall be of a specific term of not less than ninety (90) calendar days, nor greater than eighteen (18) months.
 - (i) When a permanent Employee is hired to fill a temporary position, the Employee shall maintain all rights to the collective agreement, including permanent status, benefits and seniority accrual during the term.
 - (ii) Upon the expiry of the temporary position, an Employee shall revert to their former position.

- (iii) Length of temporary positions may be adjusted by mutual agreement between the Union and the Employer. Said agreement shall not be unreasonably withheld.
- (b) Temporary Employees who are employed for a specific term shall be entitled to all rights and benefits of the Collective Agreement unless otherwise specified. Such Employees shall not in any way displace regular Employees nor will they be retained in or granted work in preference to regular Employees who normally perform the work. Such Employees may apply for a posted vacancy and will receive consideration for such vacancy before a new Employee is hired.
- (c) Casual Employee shall be defined as an Employee who is hired to fill a position on a day-to-day basis, made temporarily vacant as a result of sickness, leave of absence, or vacation, etc. Casual Employees shall be paid at the hourly rate and shall not be entitled to the benefits and rights under the Collective Agreement apart from the following Articles:
 - Article 2: Union Recognition
 - Article 3: Interpretations and Definitions
 - Article 4: Salary Schedule
 - Article 6: General Holidays
 - Article 11: Overtime – Clause 11.1 Regular Overtime
 - Article 15: Grievance Procedure
 - Article 17: Discrimination
- (d) Notwithstanding, Clause 3.10.3 above, if a Casual Employee is employed for six (6) continuous months the Employee is then a temporary Employee and entitled to all rights and benefits of the Collective Agreement.

3.12 Employer Limitations:

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

3.13 Committee:

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

3.14 Notice of Meeting:

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

3.15 Salary:

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

ARTICLE 4: SALARY SCHEDULE

4.1 Effective June 1, 2023, a one and one-quarter percent (1.25%) increase covering all Employees in the bargaining unit employed as of the date of ratification.

Effective February 1, 2024, a one and one-half percent (1.5%) increase covering all Employees in the bargaining unit employed as of the date of ratification and any market rate adjustments.

	01-Jun-23	01-Feb-2024
Caretaker		
Casual	\$22.61	\$22.95
Start	\$22.61	\$22.95
Job Rate	\$24.11	\$24.47
Head Caretaker		
Start	\$24.11	\$25.82
Job Rate	\$25.15	\$27.00
Labourer		
Casual*	\$15.19	\$15.42
Start	\$22.61	\$22.95
Job Rate	\$24.11	\$24.47
Journeyman		
Start	\$31.85	\$36.08
Job Rate	\$33.89	\$38.39
Maintenance Specialist		
Start	\$26.71	\$27.11
Job Rate	\$28.43	\$28.86
Lead Maintenance Specialist		
Start		\$32.47
Job Rate		\$34.55

4.2 Certificate Allowances (monthly)

Effective February 1, 2024, any permanent Employee holding one or more of the below certificates will receive a total allowance of seventy-five dollars (\$75.00) per month.

Building Operators B
Fifth Class Power Engineer
Buildings Operators A
Fourth Class Power Engineer

4.3 Certificate Allowances (yearly)

For all permanent Employees, the Employer agrees to pay the annual fee(s) for all Employees holding the certificates as indicated in Table 4.2.

4.4 Shift Premium

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

4.5 Travel Allowance

The Employer shall pay travel for Employees using their personal vehicle to travel between buildings for the performance of work. The prevailing rate shall be as per the Employers Policy 18A.

ARTICLE 5: ANNUAL VACATION

5.1 Regular Employees:

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

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 completed month of service	
1 year or more but less than 6 years of service	1.25 vacation days per month for each completed 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 completed month of service	Twenty (20) working days

Years of Service	Days accrued per month	Amount of Vacation per year
15 years or more but less than 24 years of service	2.08 vacation days per month for each completed month of service	Twenty-five (25) working days
24 years or more but less than 30 years of service	2.5 vacation days per month for each completed month of service	Thirty (30) working days
30 years or more of service	2.92 vacation days per month for each completed month of service	Thirty-five (35) working days

5.2 Casual Employees are paid a percentage in lieu of benefits at the following rates:

Length of Service	Percentage in Lieu
0-4 years	4%
5 years or more	6%

5.3 Anniversary date is the date the Employee commenced service with the Employer.

5.4 Vacations are to be taken during school holidays or at such time as may be approved by the Employer. At the discretion of the Employer, an Employee may be granted permission to use annual vacation other than during July and August. Where such a request is made, permission will not be unreasonably withheld. Where two or more caretakers are employed in one school, the order in which annual vacations shall be taken shall be determined by seniority. Vacation requests must be submitted to the Plant Operations Coordinator by April 30 of each year. All requests submitted after April 30 will be granted on a first-come first-serve basis.

5.5 If a General Holiday occurs during an Employee's vacation such Employee shall receive another day's vacation with pay.

5.6 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 the vacation, the Employee shall be entitled to reschedule their vacation.

Unused vacation days will be returned to their vacation bank for the period of the disability, providing that the nature and period of the disability is substantiated by a doctor's certificate.

5.7 No Employee shall have more than one year's vacation entitlement in their vacation bank on August 31st of each year. In the event the Employee's bank exceeds the annual vacation entitlement, vacation time will be scheduled by the Secretary-Treasurer or their designate.

- 5.8 No accrual of vacation credits shall occur while an Employee is on leave without pay if leave extends beyond thirty (30) days.

ARTICLE 6: GENERAL HOLIDAYS

6.1 General Holidays

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

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

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

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

ARTICLE 7: SICK LEAVE PAYMENT

- 7.1 In the first (1st) 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.

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

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

7.2 When an Employee leaves the employ of the Employer all sick leave shall be cancelled.

7.3 Before any payment is made under the foregoing regulations, the Employee shall provide:

- (a) Absences of three (3) working days or less shall be entered into the Leave Management System.
- (b) A certificate signed by a qualified medical or dental practitioner where the absence extends for a period of over five (5) working days and where requested by the Employer to provide documentation.
- (c) At the discretion of the Employer, an Employee may be required to submit to an examination by a health authority at any time, costs to be borne by the Employer.
- (d) Workers Compensation
If an Employee covered by this contract is prevented from performing regular duties on account of an occupational accident that is recognized by the Workers' Compensation Employer as compensational within the meaning of the *Compensation Act* the Employer will supplement the award made by the Compensation Employer for the loss of wages to the Employee by such an amount so that the award of the Compensation Employer for loss of wages together with the supplementation by the Employer will equal one hundred (100%) percent of the Employee's regular wage. The supplementation by the Employer shall not be for a period in excess of one hundred twenty (120) calendar days. It is understood and agreed the Employee will turn over to the Employer, the compensation monies received for the stated period of time.

ARTICLE 8: LEAVES OF ABSENCE

8.1 Personal Reasons

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

8.2 Leave of Absence with Full Pay

(a) Critical Illness

Not more than five (5) days leave for the critical illness requiring hospitalization of the Employee's father, mother, husband, wife, son, daughter, brother, sister, or parents of the spouse.

(b) Bereavement

Immediate Family

Five (5) days leave for the death of the Employee's:

father (in-law),
mother (in-law),
spouse,
son or daughter,
brother or sister.

Extended Family

(i) Two (2) days leave for the funeral of grandparents, grandchild, and in-laws.

If the circumstances warrant additional leave, and subject to approval of the Deputy Superintendent, the two (2) days may be extended to a maximum of five (5) days.

(ii) One (1) day leave for the funeral of the Employee's uncle, aunt, cousin, nephew or niece.

(c) Funeral Leave (friend)

For the funeral of a friend of the family not to exceed one (1) day.

(d) Pallbearer/Ministerial Leave

For acting as a pallbearer, or to act in a ministerial capacity at a funeral, one (1) day.

(e) Citizenship Leave

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

(f) Jury Leave

When subpoenaed as a juror or witness or as a witness or a defendant to appear in court in their official capacity, at a location within the Province of Alberta, providing any fee received by the Employee for acting as a juror or witness is remitted in full to the Board. An Employee acting as a voluntary witness shall not be paid their normal earnings.

(g) Union Representation

For Employees to attend meetings or business of CUPE Local 290 as it affects the affairs of Holy Spirit Roman Catholic Separate School Division provided such leave has been approved by the Employer or designate. There shall be no loss of pay or benefits or cost to the Union for attending such 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.

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

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

(i) Labour/Management Committee

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

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

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

(ii) Bargaining Committee

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

Meetings to attend bargaining with the Employer shall be without the loss of pay or benefits to the Employees, and the Employer shall bill the Union for the cost where the Employee has been replaced.

8.3 With Loss of Pay

(a) Special Leave

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

(b) Entitlement to Maternity/Parental Leave

(i) Maternity and Parental leave shall be in accordance with Alberta Employment Standards.

(ii) Maternity/parental leave shall be counted as seniority.

(iii) Selection of Benefits

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

(A) If the date of disability is prior to ten (10) weeks before the estimated date of delivery and continues without return to work, the Employee shall be placed on sick leave until such point, as the Employee is eligible to apply for Extended Disability Benefits.

(B) If the date of disability begins within the ten (10) week period before the estimated date of delivery, or on the date of delivery, the Employee shall choose either (b) (i) or (ii) below. Such choice shall apply until the Employee returns to work following delivery or until the Employee returns to work from maternity leave.

(1) Sick leave under Clause 7.1 from the date of disability until the date of delivery followed by maternity leave commencing the date following the date of delivery with access to remaining sick leave under Clause 7.1, or

- (2) Maternity leave commencing the date of disability with access to the Employer's Supplemental Employment Benefit Plan (SEBP).
- (iv) Supplemental Employment Benefit Plan (SEBP)
 - (A) The Employer shall implement a SEBP, which shall provide an Employee on maternity leave with 100% of her normal weekly earnings during the health-related portion of the maternity leave.
 - (B) The SEBP will be paid for the duration of the absence from duties during maternity leave while the Employee is in receipt of Employment Insurance (EI) benefits and during the EI waiting period up to a maximum number of days equal to the Employee's sick leave entitlement. After ninety (90) consecutive days of disability, the SEBP payments shall cease and the Employee should apply for Extended Disability Benefits.
 - (C) For the duration of the SEBP, the Employer shall continue to pay the Employer's portion of the Employee's benefit plan premiums specified in Article 9.
- (v) If both parents are Employer Employees, the parental leave may be accessed entirely by one of the parents or shared between the parents. However, the Employer is not required to grant parental leave to more than one Employee at a time.
- (vi) Notice of Resumption of Employment
 - (A) An Employee who wishes to resume working on the expiration of a maternity leave or parental leave shall give the Employer at least four (4) weeks written notice of the date on which the Employee intends to resume work and, in no event, not later than four (4) weeks before the end of the leave period to which the Employee is entitled, or four (4) weeks before the date on which the Employee has specified as the end of the Employee's leave period, whichever is earlier.
 - (B) An Employee returning from maternity leave or parental leave is entitled to a similar position with the Employer. The Employer, shall when possible, return the Employee to the position and location held prior to the leave.

ARTICLE 9: BENEFIT PLANS

9.1 Participation

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

- 9.2 Alberta School Employee Benefit Plan (ASEBP)
All Employees shall be covered under the provisions of the ASEBP Life Insurance Plan II and the Long-Term Disability Plan D with the Employer 100% of the premium.
- 9.3 Alberta Health Care Insurance
The Employer's contribution to the Alberta Health Care Insurance covering persons employed by the Employer shall be at the rate of 100% of the premium.
- 9.4 ASEBP - Extended Health Care - Plan 1
The Employer's contribution to the ASEBP-Extended Health Care Plan 1 covering persons employed by the Employer shall be at the rate 100% of the premium.
- 9.5 ASEBP - Dental Care - Plan III
The Employer's contribution to the ASEBP - Dental Care - Plan III covering persons employed by the Employer shall be at the rate of 100% of the premium.
- 9.6 ASEBP - Vision Care Plan 3
The Employer's contribution to the ASEBP Vision Care Plan 1 covering persons employed by the Employer shall be at the rate of 100% of the premium.
- 9.7 The Employer will implement, for each support staff member with seniority, a Health and Wellness Account. Eligible support staff with seniority will be actively at work, on maternity leave, on sick leave or extended disability. The Employer will contribute annually, an amount of three hundred fifty (\$350.00) dollars for eligible staff members.
- Effective January 1, 2024, the School Division will contribute five hundred dollars (\$500.00) annually to a Health and Wellness 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 year unused balance). Employees leaving the School division will forfeit any remaining balance.
- In this article "Eligible Employee" means any Regular Employee or Employee on a temporary contract.
- 9.8 Pension Plan
All eligible Employees shall participate under the provisions of the Local Authorities Pension Plan (LAPP). The Employer's contribution shall be in accordance with Administrative Procedure and accordance with the regulations of the Plan. Eligible Employees shall include all Employees who work at least fourteen (14) hours per week.
- 9.9 Death Benefit
The Employer, upon the death of an Employee, shall immediately pay one (1) month of the annual salary less tax deductions to the beneficiary as designated by the Employee.

ARTICLE 10: HOURS OF WORK AND SCHEDULING OF WORK

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

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

10.2 Pay on Temporary or Relief Assignment:

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

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

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

- 10.3 When there is a need to replace a full-time caretaker, the hours will first be offered where possible to the part-time caretaker in the school in seniority order before offering the hours to casual staff.

ARTICLE 11: OVERTIME

11.1 Regular Overtime

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

11.2 Emergency Calls Overtime

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

11.3 Emergency Calls On-Call List

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

11.4 Work Performed on General or Declared Holidays

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

11.5 Overtime Bank

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

ARTICLE 12: PROBATIONARY PERIOD, RESIGNATION NOTIFICATION, AND VACANCIES

12.1 Probationary Period

The following conditions shall apply to all permanent staff appointments:

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

12.2 Police Information Check

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

12.3 Trial Period

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

12.4 Transfers

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

12.5 Termination of Service

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

12.6 Vacancies

When a new position is created or a vacancy occurs, or a temporary vacancy as per Clause 3.11(a), it shall be posted for a minimum of five (5) working days, within ten (10) working days of the vacancy or position being created. Where a vacancy will not be immediately filled as per this article, the Union may request from the Employer the status of the posting.

All Employees covered by this Agreement shall be notified by the posting of notices in the respective schools, maintenance shops and administration centre and a copy sent to the secretary of the Union. It shall be the duty and responsibility of the Head Caretaker, and the Maintenance and Caretaking Coordinators, to ensure that notices are properly posted. Successful candidates to the positions shall be posted, with a copy to the Union.

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

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

Seniority shall be used as one consideration in determining priority in promotions and transfers.

In the case of promotions and transfers, where Employees are relatively equal in their knowledge, skills and ability, seniority shall be given.

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

- (a) Employees who work less than full-time hours shall be given the first opportunity by seniority to fill any temporary vacancy of six (6) or more days resulting from sickness or leave of absence.
- (b) No outside advertising for any vacancy shall be placed until the applications of Employees have been fully processed.

ARTICLE 13: SENIORITY

13.1 Seniority

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

- 13.2 The Employer will circulate a seniority list to each Employee which will include the name of each Employee and the seniority date.

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

- 13.3 Upon proof of error being established by a Union representative, correction shall immediately be made. The Employer will supply the Union with a corrected copy of the Seniority list.
- 13.4 An Employee shall not lose seniority rights due to absence from work because of sickness, accident, or leave of absence approved by the Employer.
- 13.5 An Employee shall only lose seniority in the event of:
- (a) Discharge for just cause without reinstatement.
 - (b) Resignation in writing and not withdrawn within two (2) working days.
 - (c) Absence from work in excess of five (5) working days without sufficient cause or without notifying the Employer, unless such notice is not reasonably possible.
 - (d) Failure to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so unless through sickness, or other just cause. It shall be the responsibility of the Employee to keep the Employer informed of their current address. An Employee recalled for relief work or employment of short duration at a time when they are employed elsewhere, shall not lose their recall rights for refusal to return to work.

- (e) Lay-off for a period of longer than two (2) years.
- (f) When an Employee is promoted to a position outside of the bargaining unit and remains in that position for a period in excess of one (1) year.

ARTICLE 14: DISCIPLINE

14.1 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 the decision under provisions of the Collective Agreement.

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 a Union Representative to be present.

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

ARTICLE 15: GRIEVANCE PROCEDURES

- 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.

STEP 1: Immediate Supervisor and Employee – Initial Discussion

An Employee who believes that they have a problem arising as noted in Article 15.1 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.

Should the grievance involve the Plant Operations Coordinator, the Employee may initiate the discussion with the Secretary-Treasurer.

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 every 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. In the case of a Maintenance Employee, the immediate supervisor shall be the Plant Operations Coordinator.

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.

In the event an Employee alleges they have been dismissed or suspended without just cause, or in the case of a policy or group grievance, the Union may commence their grievance at Step 2, within twenty (20) working days of the occurrence.

STEP 2:

- (a) If the dispute is not resolved at Step One (1), the Union may submit a written grievance, within twenty (20) working days from receiving the Step One (1) response.
- (b) Within ten (10) working days of receiving the grievance at Step 2, the Employer and the Union Representative 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 Two (2) grievance meeting.

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 shall be made by the Labour Relations Board of Alberta.
- (c) The Arbitrator shall hear the Parties, settle the terms of issues to be arbitrated if necessary and shall render a written decision to each of the Parties. All settlements shall be final and binding upon the Parties.
- (d) The Arbitrator shall not have the power to alter, modify or amend any terms of this Collective Agreement.
- (e) Each Party shall pay its own costs and expenses of the Arbitration and shall bear equally, the expense of the Arbitrator.

ARTICLE 16: LAYOFFS AND RECALL

- 16.1 Lay-offs shall be in reverse order of bargaining unit-wide seniority, provided the Employee(s) has the necessary qualifications to perform the work remaining.
- 16.2 A layoff shall be defined as a reduction in the workforce or a reduction in the regular and normal hours of work.
- 16.3 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, they shall be paid the day(s) for which work was not made available.
- 16.4 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 when notified about the meeting.
- 16.5 Where the Employer has determined that a reduction of hours is necessary, the Employer and the Union agree to meet in a timely manner to discuss alternative options to layoff. If mutual agreement is not reached in a timely manner, then the layoff provisions will apply.
- 16.6 It shall be the responsibility of the Employee to keep the Employer informed of their current address for the purposes of recall notice.
- 16.7 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.

ARTICLE 17: DISCRIMINATION

- 17.1 The Employer, the Union, and the Employees agree that they all have an obligation to create and maintain a respectful workplace free from discrimination or harassment.
- 17.2 The Employer agrees that at no time shall it show any discrimination against any of the Employees covered by this agreement because of their connections with trade Union organizations, or on account of any protected ground as outlined in Human Rights Legislation.

ARTICLE 18: COMMITTEES

18.1 Labour/Management Committee

The Employer and the Union, CUPE 290, agree to create a Labour / Management Committee.

The purpose of the Committee is to discuss any known issue that will potentially impact the bargaining unit. Meetings will not be used to discuss matters which are the subject of a grievance.

The Labour / Management Committee will not have the right to alter or change any Article of the Collective Agreement.

The Union will provide up to three (3) members to participate on the committee one (1) of which shall be the Local Site Vice President or designate. CUPE National Representative(s) of the Union may also attend such meetings.

The Employer will provide up to three (3) administrators to represent the Employer of the Committee, one (1) of which shall be the Plant Operations Coordinator.

Through mutual agreement prior to the meeting, attendance may be altered in order to more effectively and expeditiously address issues of concern.

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

18.2 Bargaining Committee

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

18.3 Joint Workplace Health and Safety Committee

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

The Terms of Reference will be available to Employees on the staff portal which can be accessed through the Employers website.

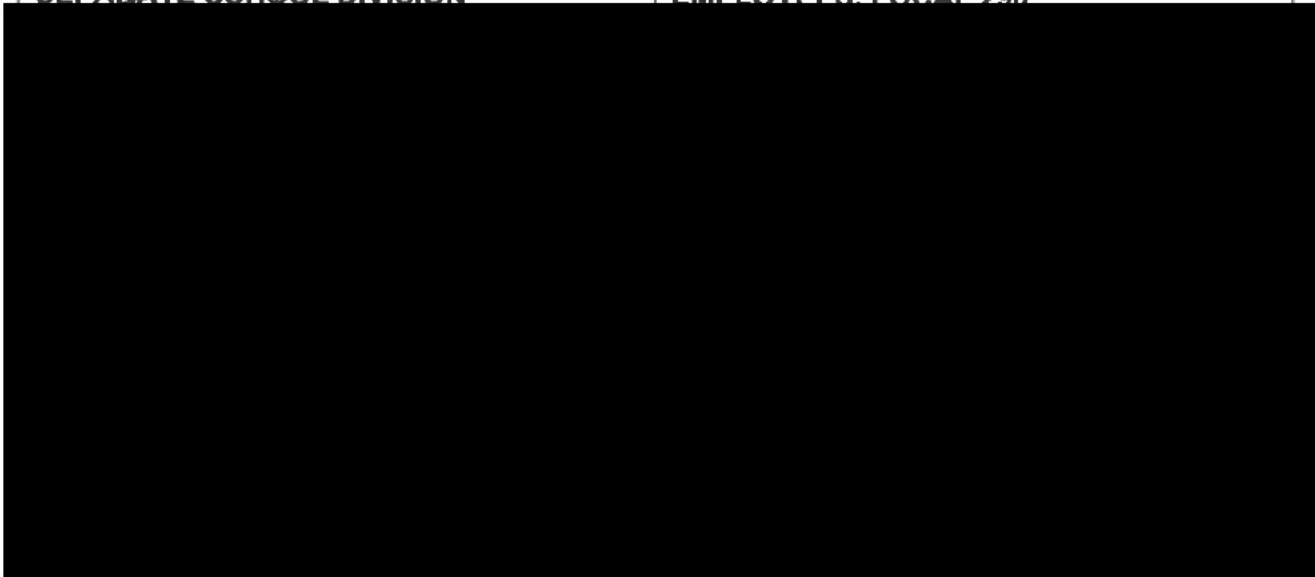
ARTICLE 19: GENERAL CLAUSES

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

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IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS
AGREEMENT ON ____ DAY OF _____, 2024

Signed on behalf of the Employer: HOLY SPIRIT ROMAN CATHOLIC SEPARATE SCHOOL DIVISION	Signed on behalf of the Union: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 290
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LETTER OF UNDERSTANDING #1

Between

**Holy Spirit Roman Catholic Separate School Division
(the "Employer")**

And

**CUPE Local 290
(the "Union")**

To provide job security for members of the bargaining unit, the Employer agrees that all work or services provided by CUPE Local 290, for the life of the contract, work presently and normally performed by Employees who are subject to the provisions of the Collective Agreement, will not be contracted out.

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

Signed _____, 2024

Signed on behalf of the Employer: HOLY SPIRIT ROMAN CATHOLIC SEPARATE SCHOOL DIVISION	Signed on behalf of the Union: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 290
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LETTER OF UNDERSTANDING #2

Between

**Holy Spirit Roman Catholic Separate School Division
(the "Employer")**

And

**CUPE Local 290
(the "Union")**

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

- (a) The Board will supply two (2) insulated winter coveralls per school and one (1) insulated winter coverall for the St. Basil Education Centre, for the purpose of snow removal.
- (b) The Board will reimburse one (1) pair of CSA approved steel-toed boots for each divisional maintenance worker per year, to a maximum of one hundred and seventy-five (\$175.00) dollars per year or three hundred and fifty dollars (\$350.00) every two years, upon receipt.
- (c) The Employer will pay each temporary or regular Employee two hundred and fifty dollars (\$250.00) in December of each year for the cost of occupational related clothing and footwear.

Signed _____, 2024

Signed on behalf of the Employer: HOLY SPIRIT ROMAN CATHOLIC SEPARATE SCHOOL DIVISION	Signed on behalf of the Union: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 290
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LETTER OF UNDERSTANDING #3

Between

**Holy Spirit Roman Catholic Separate School Division
(the "Employer")**

And

**CUPE Local 290
(the "Union")**

Article 13 – Tools for Caretakers and Maintenance

The Employer and the Union agree to set up a tools needs committee within three (3) months of ratification. The Committee will meet annually or as needed to review the needs of the Employees. The Committee will determine the following:

- The tool needs for each classification,
- The process and steps needed for the Employer to transition to purchasing the necessary tools, and
- The process for when a new tool is required or a tool needs repair or replacement.

Signed _____, 2024

Signed on behalf of the Employer: HOLY SPIRIT ROMAN CATHOLIC SEPARATE SCHOOL DIVISION	Signed on behalf of the Union: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 290
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LETTER OF UNDERSTANDING #4

Between

**Holy Spirit Roman Catholic Separate School Division
(the "Employer")**

And

**CUPE Local 290
(the "Union")**

Related education costs for Fifth Class Power Engineer Certification

If acquired at the request of the Employer, the costs will be reimbursed one hundred percent (100%) of tuition costs, textbooks, and examination for Fifth Class Power Engineer Certification upon successful completion of the course.

The Employee agrees to continue employment with the Division for at least one (1) year upon successful completion of the Fifth Class Power Engineer Certification (course and provincial exam).

If the Employee chooses to resign, retire or is terminated prior to this date, the Employee will be responsible for repaying a pro-rated amount towards the tuition, textbooks and cost of examinations to the division, which will be deducted from the Employee's final pay.

Signed _____, 2024

Signed on behalf of the Employer: HOLY SPIRIT ROMAN CATHOLIC SEPARATE SCHOOL DIVISION	Signed on behalf of the Union: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 290
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