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## COLLECTIVE AGREEMENT

The attached Agreement is made in duplicate this            day of January, 2009, pursuant to the Labour Relations Code, Province of Alberta as amended.

BETWEEN:            The Holy Spirit Roman Catholic Separate Regional Division No. 4,  
hereinafter called **the Employer**

**OF THE FIRST PART,**

AND:                 The Canadian Union of Public Employees Local No. 290,  
representing all caretakers, caretaker helpers, and maintenance  
personnel in the employ of the School Division hereinafter called  
**the Union**

**OF THE SECOND PART.**

**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.**

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

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

**NOW THEREFORE, THIS AGREEMENT WITNESS:**

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## **ARTICLE 1 - TERMS OF AGREEMENT**

This Agreement shall remain in full force and effect from the 1st day of September, 2008 and continue in full force and effect to the 31st day of August, 2012 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, 2012 or the expiry date in any subsequent year.

The Employer acknowledges that CUPE Local 290 is the sole and exclusive bargaining agent for all employees as per Alberta Labour Relations Certificate No. 284/95 issued on the 28th day of November, 1995.

## **ARTICLE 2 - INTERPRETATIONS AND DEFINITIONS**

- |     |                      |  |
|-----|----------------------|--|
| 2.1 | Head Caretaker       | Shall be the caretaker appointed in writing to be in charge of a school(s) or Administration building. A Head Caretaker shall be appointed to be in charge in every school or Administrative building.   |
| 2.2 | Relief Caretaker     | Shall be the person assigned to various work locations to replace caretakers who are absent for various reasons. This individual(s) may also be used in other areas of work at the Employers discretion. |
| 2.3 | Maintenance Worker   | A person assigned to work in various locations and in other areas of work at the employers discretion.   |
| 2.4 | 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.                                     |
| 2.5 | Employer Limitations | No employee shall be required to make a written or verbal agreement with the Employer or its representative.   |
| 2.6 | 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.   |
| 2.7 | 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.       |

2.8 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.

2.9 Salary The salary to be paid to all employees covered by this agreement shall be in accordance with the salary schedule in force from time to time as negotiated by both parties to this agreement and shall be paid on a monthly basis on or before the twenty fifth (25) day of each month. Current employees who have requested a mid-month advance shall continue to receive the advance.

## 2.10 Temporary and Relief Employees

2.10.1 A temporary position shall be of specific term of not less than ninety (90) calendar days, nor greater than one (1) calendar year.

- a) When a permanent employee is hired to fill a temporary position, the employee shall maintain all rights to the collective agreement, including permanent status, benefits and seniority accrual during the term.
- b) Upon the expiry of the temporary position, an employee shall revert back to their former position.
- c) Length of temporary positions may be adjusted by mutual agreement between the Union and the Employer. Said agreement shall not be unreasonably withheld.

2.10.2 Temporary employees who are employed for a specific term shall be entitled to all rights and benefits of the Collective Agreement, unless otherwise specified. Such employees shall not in any way displace regular employees nor will they be retained in or granted work in preference to regular employees who normally perform the work. Such employees may apply for a posted vacancy and will receive consideration for such vacancy before a new employee is hired.

2.10.3 Relief employee shall be defined as an employee who is hired to fill a position on a day-to-day basis, made temporarily vacant as a result of sickness, leave of absence, or vacation, etc. Relief employees shall

be paid at the hourly rate and shall not be entitled to other benefits and rights under the Collective Agreement.

- 2.10.4 Notwithstanding, 2.10.3 above, if a relief employee is employed for six (6) continuous months the employee is then a temporary employee and entitled to all rights and benefits of the Collective Agreement.

### **ARTICLE 3 - SALARY SCHEDULE**

#### 3.1

##### 3.1.1

	September 1, 2008
Head Caretaker	20.93
Caretaker	20.07
Relief Caretaker	18.82

##### 3.1.2

	September 1, 2008
Labourer (casual)	11.65
Labourer (permanent)	20.07
Maintenance Worker	23.67
Journeyman Electrician	28.21
Journeyman Carpenter	28.21
Journeyman Plumber	28.21

- 3.1.3 Effective September 1, 2009: The Alberta Average Weekly Earnings\* index (AAWE) percentage increase for September 2009 will be calculated by comparing the average of earnings for Alberta for January 1, 2008 to December 31, 2008 to the average of earnings for Alberta for January 1, 2007 to December 31, 2007, and then applied to the salary grid in effect on August 31, 2009.

Note: If the AAWE calculation results in a negative number, the current

salary grid in effect at the time shall continue in effect for the subsequent school year.

- 3.1.4 Effective September 1, 2010: The Alberta Average Weekly Earnings\* index (AAWE) percentage increase for September 2010 will be calculated by comparing the average of earnings for Alberta for January 1, 2009 to December 31, 2009 to the average of earnings for Alberta for January 1, 2008 to December 31, 2008, and then applied to the salary grid in effect on August 31, 2010.

Note: If the AAWE calculation results in a negative number, the current salary grid in effect at the time shall continue in effect for the subsequent school year.

- 3.1.5 Effective September 1, 2011: The Alberta Average Weekly Earnings\* index (AAWE) percentage increase for September 2010 will be calculated by comparing the average of earnings for Alberta for January 1, 2010 to December 31, 2010 to the average of earnings for Alberta for January 1, 2009 to December 31, 2009, and then applied to the salary grid in effect on August 31, 2011.

Note: If the AAWE calculation results in a negative number, the current salary grid in effect at the time shall continue in effect for the subsequent school year.

\*The average weekly earnings for Alberta (based on the Statistics Canada Survey of Employment, Payrolls and Hours), unadjusted for seasonal variation, by type of employee for selected industries classified using North American Industry Classification System (NAICS) monthly (Dollars) (281-0026).

## 3.2 Certificate Allowances

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

Buildings Operators B	\$37.00 per month
Class 5 Engineer	\$37.00 per month
Buildings Operators A	\$42.00 per month
4th Class Stationary	\$47.00 per month

## 3.3 Shift Premium

In recognition of abnormal hours of work, the Employer will pay a premium of one dollar and seventy five cents ( \$1.75) per hour to any employee assigned to work

any hours between 7:00 p.m. and 6:00 a.m. This premium to be added to the employee's regular rate of pay.

### 3.4 Overtime Bank

- a) An employee may bank up to forty ( 40 ) hours of overtime. All overtime must be pre-approved by the Associate Superintendent Mission and Support Services or designate.
- 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 his annual holiday or at any other time.
- c) Time off in lieu of overtime shall be the equivalent of the actual time worked adjusted by the applicable overtime rate.
- d) An employee may request a pay out of banked overtime hours by submitting the request in writing at least fourteen ( 14 ) days prior to the date of the next pay day.
- e) Any overtime hours outstanding shall be paid out by August 31 of each school year.

### 3.5 Banked Time for Part Time Employees

- a) By mutual agreement between the Employer and the employee involved, an employee may bank any approved daily extra non-scheduled hours worked (which are not overtime hours). Extra non-scheduled hours must be preapproved by the Employer.
- b) Where mutually agreed between the Employer and the employee, an employee may request time off in lieu of banked time worked.
- c) Any banked hours outstanding shall be paid out by August 31 of each school year.

## **ARTICLE 4 ANNUAL VACATION**

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

- 4.1 1 - 12 months

At the rate of 1.25 working days for each complete month of service. In the event an employee leaves before completing twelve (12) months of service, the employee shall receive vacation with pay at the rate provided for in the *Employment Standards Code*.

4.2 Commencing the 2nd year of employment

At the rate of 15 working days per annum, or 1.25 working days or 6% for each complete month of service.

4.3 Commencing the 6th year of employment

At the rate of 20 working days per annum, or 1.67 working days or 8% for each complete month of service. In the event an employee leaves before completing the sixth (6) year of service, the employee's vacation pay shall be prorated based upon the anniversary date.

4.4 Commencing the 15th year of employment

At the rate of 25 working days per annum, or 2.08 working days or 10% for each complete month of service. In the event an employee leaves before completing the fifteenth (15) year of service, the employee's vacation pay shall be prorated based upon the anniversary date.

4.5 Commencing the 24th year of employment

At the rate of 30 working days per annum, or 2.5 working days or 12% for each complete month of service. In the event an employee leaves before completing the twenty-fourth (24) year of service, the employee's vacation pay shall be prorated based upon the anniversary date.

4.6 Anniversary date is the date the employee commenced service with the Employer.

4.7 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.

4.8 If a paid holiday occurs during an employee's vacation such employee shall receive another day's vacation with pay.

4.9 In the event that an employee incurs an emergency requiring hospitalization during

the employee's vacation, sick leave will take effect and after recovery, vacation will recommence.

- 4.10 In addition to the annual holidays, each employee shall be entitled to the following public holidays:

New Years Day, Family Day (third Monday of February), Good Friday, Easter Monday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any public holiday proclaimed by the Mayor, the Provincial Government or the Federal Government. The inclusion of Easter Monday as a statutory 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.

- 4.11 If a statutory 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.
- 4.12 For those employees who terminate during the Employment Year or have worked less than a year, statutory holidays will be paid on the basis of 4.2% of the total earnings excluding overtime.

#### **ARTICLE 5 PAYMENT OF SALARY FOR ABSENCES DUE TO ILLNESS, DISABILITY OR ACCIDENT**

- 5.1 In the first year of services with the Employer, the employee shall be granted twenty (20) days of sick leave.

In the second year and longer, annual sick leave, with pay, will be granted to an employee for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness or disability for ninety (90) calendar days.

- 5.2 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 - Long Term Disability or benefits under the Employment Insurance Act shall take effect.
- 5.3 An employee who has been absent due to medical disability, upon return to full time duty, shall be entitled to an additional sick leave benefit in the current year of ninety (90) calendar days.
- 5.4 When an employee leaves the employ of the Employer all sick leave shall be cancelled.

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

**ARTICLE 6 LEAVE OF ABSENCE FOR PURPOSES OTHER THAN  
THOSE DEFINED IN ARTICLE 5**

6.1 Personal Reasons

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

6.2 With Full Pay

- 6.2.1 In any contract year, not more than five (5) days leave for the critical illness of each of father, mother, husband, wife, son, daughter, brother, sister of employee or parents of spouse. A medical statement certifying the critical nature of illness must be submitted if death does

not occur.

- 6.2.2 In any one (1) contract year - not more than five (5) days leave for the death of each of father, mother, husband, wife, son, daughter, brother, sister of employee or parents of spouse.
- 6.2.3 In any contract year - not more than ten (10) days leave for combined critical illness and death for each of father, mother, husband, wife, son, daughter, brother, sister of employee or parents of spouse.
- 6.2.4 In any one contract year - two (2) days leave for the funeral of grandparents, grandchild, and in-laws.
- If the circumstances warrant additional leave, and subject to approval of the Deputy Superintendent, the two (2) days may be extended to a maximum of five (5) days.
- 6.2.5 In any one contract year - one (1) day leave for the funeral of each of the employee's uncle, aunt, cousin, nephew, niece.
- 6.2.6 For acting as a pall bearer, or to act in a ministerial capacity at a funeral - one (1) day.
- 6.2.7 While obtaining citizenship papers at a scheduled session of the court - one half (1/2) day.
- 6.2.8 When summoned or subpoenaed as a juror or 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, providing any fee received by the employee for acting as a juror or witness is remitted in full to the Board. An employee acting as a voluntary witness shall not be paid his/her normal earnings.
- 6.2.9 For employees to attend meetings or business of C.U.P.E. Local 290 as it effects the affairs of Holy Spirit Roman Catholic Separate Regional Division No. 4 provided such leave has been approved by the Employer or its designate.
- 6.2.10 For the funeral of a friend of the family not to exceed one (1) day.
- 6.2.11 Because of impassable roads or the suspension of public transportation or any other cause related thereto beyond the employee's control.
- 6.2.12 Subject to the approval of the Deputy Superintendent, an employee may be granted not more than three (3) days in any one contract year for some emergency or misfortune demanding the employee's attention.

- 6.2.13 Subject to the approval of the Deputy Superintendent, leave will be granted for the purpose of taking job related courses and examinations.
- 6.2.14 Paternity Leave - two (2) days shall be granted for the birth of a child.
- 6.2.15 Provided the leave will not unduly interfere with the operations of the Division and upon written request with reasonable notice, leave of absence shall be granted, without pay to attend conventions, executive and committee meetings related to the ongoing business of CUPE 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.

### 6.3 With Loss of Pay

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

#### 6.3.2.1 Entitlement to Maternity Leave

- a) A pregnant employee is entitled to maternity leave without pay as outlined below. During the maternity leave the employee is entitled to continue her benefit plan coverage on the same cost-sharing basis as other eligible employees.
- b) A pregnant employee referred to above is entitled to a maternity leave of:
- i. A period not exceeding fifteen (15) weeks commencing at any time during the period of twelve (12) weeks immediately preceding the estimated date of delivery, and not later than the date of delivery; and
  - ii. if the actual date of delivery is after the estimated

date of delivery, an additional period of time

consisting of the time between the estimated date of delivery and the actual date of delivery.

- c) Subject to Article 6.3.2.3 the maternity leave shall include a period of at least six (6) weeks immediately following the actual date of delivery.
- d) Maternity leave shall be counted as seniority.

#### 6.3.2.2 Notice of Maternity Leave

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

#### 6.3.2.3 Shortening Maternity Leave

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

#### 6.3.2.4 No Notice of Maternity Leave

An employee who fails to comply with Article 6.3.2.2 and who is otherwise entitled to maternity leave, is entitled to maternity leave for the period specified in Article 6.3.2.1 if within two (2) weeks after she ceases to work she provides the Employer with a medical certificate which:

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

#### 6.3.2.5 Selection of Benefits

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

- a) If the date of disability is prior to ten (10) weeks before the estimated date of delivery and continues without return to work, the employee shall be placed on sick leave until such point as the employee is eligible to apply for Extended Disability Benefits.
- b) If the date of disability begins within the ten (10) week period before the estimated date of delivery, or on the date of delivery, the employee shall choose either b) i) or ii) below. Such choice shall apply until the employee returns to work following delivery or until the employee returns to work from maternity leave.
  - i) Sick leave under Article 6.2 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 6.2, or
  - ii) maternity leave commencing the date of disability with access to the Employer's Supplemental Unemployment Benefit Plan (SUBP) under clause 6.3.2.6.

#### 6.3.2.6 Supplemental Unemployment Benefit Plan (SUBP)

- a) The Employer shall implement a SUBP, 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 SUBP 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 SUBP payments shall cease and the employee should apply for Extended Disability Benefits.

- c) For the duration of the SUBP the Employer shall continue to pay the employer's portion of the employee's benefit plan premiums specified in Article 7.

### 6.3.3 Parental Leave

- a) The Employer shall grant parental leave to an employee in the following circumstances:
  - i) in the case of an employee entitled to maternity leave, a period of not more than thirty-seven (37) consecutive weeks immediately following the last day of the employee's maternity leave;
  - ii) in the case of a parent who is employed by the Employer, a period of not more than thirty-seven (37) consecutive weeks within fifty-two (52) weeks after the child's birth;
  - iii) in the case of an adoptive parent who is employed by the Employer, a period of not more than thirty-seven (37) consecutive weeks within  
  
fifty-two (52) weeks after the child is placed with the adoptive parent.
- b) If both parents are 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.

#### 6.3.3.1 Notice of Parental Leave

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

requirement for any of the reasons stated under subsection 6.3.3.1 (a), the employee must give the Employer written notice at the earliest possible time of the date that the employee will start or has started parental leave.

#### 6.3.4 Notice of Resumption of Employment

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

### **ARTICLE 7 PENSION PLANS, GROUP LIFE INSURANCE, MEDICAL AND HOSPITALIZATION AND SICKNESS AND ACCIDENT PLANS.**

- 7.1 Participation - All employees except those defined in Article 2.10.3 who are employed for a minimum of fourteen (14) hours per week shall participate in the plans in effect under the conditions and regulations of the respective plans.
- 7.2 Alberta School Employee Benefit Plan - All employees shall be covered under the provisions of the A.S.E.B.P. Life Insurance Plan II and the Long Term Disability Plan D with the employer paying 96% of the premium effective September 1, 2008 and 98% of the premium effective September 1, 2009, and 100% of the premium effective September 1, 2010.
- 7.3 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 96% of the premium effective September 1, 2008 and 98% of the premium effective September 1, 2009, and 100% of the premium effective September 1, 2010.
- 7.4 A.S.E.B.P. - Extended Health Care - Plan 1 - The Employer's contribution to the A.S.E.B.P. - Extended Health Care Plan 1 covering persons employed by the Employer shall be at the rate of 96% of the premium effective September 1, 2008 and 98% of the premium effective September 1, 2009, and 100% of the premium effective September 1, 2010.

- 7.5 A.S.E.B.P. - Dental Care - Plan III - The Employer's contribution to the A.S.E.B.P. - Dental Care - Plan III covering persons employed by the Employer shall be at the rate of 96% of the premium effective September 1, 2008 and 98% of the premium effective September 1, 2009, and 100% of the premium effective September 1, 2010.
- 7.6 A.S.E.B.P. - Vision Care Plan 3 - the Employer's contribution to the A.S.E.B.P. Vision Care Plan 1 covering persons employed by the Employer shall be at the rate of 96% of the premium effective September 1, 2008 and 98% of the premium effective September 1, 2009, and 100% of the premium effective September 1, 2010.
- 7.7 Effective September 1, 2008 the Employer will implement, for each support staff member with seniority, a Health Spending Account. Eligible support staff with seniority will be actively at work, on maternity leave, on sick leave or extended disability. The Employer will contribute annually, an amount of three hundred fifty (\$350.00) dollars for eligible staff members.
- 7.8 Pension Plan - All eligible employees shall participate under the provisions of the Local Authorities Pension Plan. The Employer's contribution shall be in accordance with Administrative Procedure and in accordance with the regulations of the Plan. Eligible employees shall include all employees who work at least fourteen (14) hours per week.
- 7.9 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 8 HOURS OF WORK AND SCHEDULING OF WORK**

- 8.1 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 three (3) hours per day, fifteen (15) hours per week, five (5) consecutive days.

- 8.2 Pay on Temporary Transfer:

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

When an employee is assigned to a position paying a lower rate, the employee rate shall not be reduced.

The Employer agrees that temporary appointments shall normally be done in order of seniority, therefore; in schools or facilities with two or more caretakers, including the head caretaker, and during any absence of the head caretaker and where the

Plant Operations Coordinator deems necessary to replace the head caretaker, the appointment shall be from the next most senior qualified caretaker.

### **ARTICLE 9 OVERTIME**

9.1 Regular Overtime - an employee shall receive overtime pay at the rate of time and one-half (1.5) for each hour worked in excess of eight (8) hours per day or forty (40) hours per week.

9.2 Emergency Calls Overtime - shall be paid at the rate of double (2) time 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.

9.3 Work Performed on Statutory or Declared Holidays - If a Statutory 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 the employee's regular rate of pay for each hour worked.

### **ARTICLE 10 QUALIFICATIONS, TERMINATIONS, APPOINTMENTS, NOTIFICATIONS OR VACANCIES**

10.1 Appointments - The following conditions shall apply to all permanent staff appointments:

a) Each new employee will be required to serve a six (6) month probationary period from date of appointment and the Employer reserves the right to terminate the services of any employee at any time during the probationary period.

b) Caretakers may be required to produce a Building Operator's "B" Certificate and shall obtain same during the probationary period or as soon after as the necessary qualifying hours and testing can be arranged.

10.2 Each new employee will be required to produce a satisfactory certificate of health, a Criminal Records Check, and a Child Welfare Information Check.

10.3 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 or requests to be reverted to his/her former position during the trial period the employee will revert to the employee's former position and wage without loss of seniority. Any other employees affected by this reversion shall also revert to their former position and wage without loss of seniority.

- 10.4 Transfers - The Employer reserves the right to transfer any employee to a position of lesser responsibility and remuneration for just cause.
- 10.5 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.
- 10.6 Summary Dismissal - Any employee may be summarily dismissed by the Employer for any conduct that in the opinion of the Employer is detrimental to the welfare of the school or its occupants. If so dismissed, the employee shall have the right to grieve the decision under provisions of the Collective Agreement.
- 10.7 Vacancies - When a new position or vacancy occurs, or a temporary vacancy as per Clause 2.10.1, it shall be posted for a minimum of five (5) working days, within ten (10) working days of the vacancy or position being created. All employees covered by this Agreement shall be notified by the posting of notices in the respective schools, maintenance shops and administration centre and a copy sent to the secretary of the Union. It shall be the duty and responsibility of the head caretaker, and the maintenance and caretaking coordinators, to ensure that notices are properly posted. Awarding of positions shall be posted, with a copy to the secretary of the Union.

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

If a position becomes vacant any employee shall have the right to apply for the position.

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

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

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

functions.

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

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

## 10.8 Seniority

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

10.8.2 The Employer agrees to prepare and mail to the Secretary of the Union not later than January 31 of each year, or such time as may be mutually agreed upon, a list of names 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.

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

10.8.4 In the event of reduction of staff, seniority shall govern with the employee who has the least seniority being laid off first.

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

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

10.8.7 An employee shall not lose seniority rights due to absence from work because of sickness, accident, lay off, or leave of absence approved by the Employer.

10.8.8 An employee shall only lose seniority in the event of:

- a) Discharge for just cause without reinstatement.
- b) Resignation in writing and not withdrawn within two (2) days.

- c) Absence from work in excess of five (5) working days without sufficient cause or without notifying the Employer, unless such notice is not reasonably possible.
- d) Failure to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so unless through sickness, or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his/her current address. An employee recalled for casual work or employment of short duration at a time when he/she is employed elsewhere shall not lose his/her recall rights for refusal to return to work.
- e) Lay-off for a period of longer than two (2) years.

## **ARTICLE 11 GRIEVANCE PROCEDURES**

### 11.1 Step 1

Should any employee(s) subject to this Agreement believe that they have been unjustly dealt with, or the provisions of this Agreement have been violated or thought unfair, the matter should be taken up with the Plant Operations Coordinator, within ten (10) days of the event which gave rise to the matter.

### 11.2 Step 2

If not settled, the grievance must then, within five (5) days, be submitted in writing, by the Union to the Secretary Treasurer to be dealt with at a meeting to be held within ten (10) days of the submission. The decision of the Secretary Treasurer, or the Union committee, in the case of an Employer grievance, shall be given in writing ten (10) days after the meeting at which it was discussed.

### 11.3 Step 3

If not settled, the grievance may then, within three (3) days be submitted in writing, by the Union, to the Employer of Trustees, to be dealt with at a meeting to be held within ten (10) days of the submission. The decision of the Employer of Trustees shall be given in writing, ten (10) days after the meeting at which it was discussed.

### 11.4 Step 4

The Union shall appoint one (1) representative and the School Employer shall appoint one (1) representative. The two (2) representatives shall meet within ten

(10) working days of their mutual appointment and endeavour to appoint a third person to the Arbitration Employer, and such person shall be the Chairperson. Failing to agree upon a Chairperson, application may be made by either party to the Minister of Labour, Province of Alberta, to appoint a Chairperson. After making full inquiry and without undue delay, and in any event not more than twenty (20) days of exclusive of Saturdays, Sundays, or holidays, the Arbitration Employer shall submit its findings to both parties. The decision of the Arbitration Employer shall be final and binding on both parties of this Agreement.

The Arbitration Employer shall not alter or amend any provision of the Collective Agreement, or substitute any provision, or give a decision inconsistent with the terms of this Agreement. The purpose of the grievance provision is to ensure that any grievance is processed in an expeditious manner; therefore, compliance of the provision is mandatory. If the respondent fails to comply with the provisions, the grievance may be processed to the next step. If the grievor fails to comply with the provisions, the grievance shall be considered abandoned.

The time limits specified in the Grievance and Arbitration Procedure shall not include Saturdays, Sundays, and named holidays. Time is of the essence, although the time limits may be extended by the consent of both parties in writing.

- 11.5 No employee shall suffer a loss of wages for time spent during meetings with the employer.
- 11.6 Employees shall be entitled to have the assistance of a Local Union official and/or CUPE National Representative at any meeting with the employer in the grievance process.

## **ARTICLE 12 GENERAL CLAUSES**

- 12.1 Pay rates for all new positions created during the currency of this Agreement shall be determined finally by negotiation.
- 12.2 An employee who has severed his 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.
- 12.3 The Union and the Employer shall cooperate in continuing and perfecting regulations which will afford adequate protection to employees engaged in work for the employers.
- 12.4 The employer agrees to allow the posting of Union notices on bulletin Employers for Bargaining Unit employees. Such notices shall relate to appointments, meetings,

elections, and conventions of the Union, and Union social and recreational affairs.

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

12.6 Labour/Management Committee

12.6.1 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 three (3) members to participate on the committee and the Employer will provide three (3) administrators to represent the Employer of the Committee.

12.6.2 The labour/management committee will be permitted, at any time, to make representation to the Employer regarding professional training programs.

**IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT THIS**

**Day of January, 2009**

**The Canadian Union of Public  
Employees Local 290**

**Holy Spirit Roman Catholic  
Separate Regional Division No. 4**

\_\_\_\_\_  
President

\_\_\_\_\_  
Chairman, Board of Trustees

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Negotiating Committee Chairman

\_\_\_\_\_  
C.U.P.E. National Representative

\_\_\_\_\_  
Superintendent of Schools

LETTER OF INTENT

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

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

DATE: \_\_\_\_\_

\_\_\_\_\_  
President

\_\_\_\_\_  
Chairman, Board of Trustees

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Negotiating Committee Chairman

\_\_\_\_\_  
C.U.P.E. National Representative

\_\_\_\_\_  
Superintendent of Schools

## LETTER OF UNDERSTANDING

Both parties agree to the following facts:

- a) The ten (10) hour per week caretaking position at St. Catherine School is in direct opposition to Article 8 Hours of Work and Scheduling of Work of the current collective agreement.
- b) Article 8.1  
"Part time hours of work shall be a minimum of three (3) hours per day, fifteen (15) hours per week, five (5) consecutive days", is a new article ratified in the collective agreement signed May 11, 2004.
- c) Employee # 10973 was holding the position at the time of the signing of the agreement.

This letter verifies that for the period of time that Employee #10973 holds the position it can remain at a minimum of ten (10) hours per week.

This agreement is made without precedent or prejudice.

Date: \_\_\_\_\_

\_\_\_\_\_  
President

\_\_\_\_\_  
Chairman, Board of Trustees

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Negotiating Committee Chairman

\_\_\_\_\_  
C.U.P.E. National Representative

\_\_\_\_\_  
Superintendent of Schools

## LETTER OF UNDERSTANDING

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

- a) The Board will purchase two (2) insulated winter coveralls per school, and one (1) insulated winter coverall for the St. Basil Education Centre, for the purpose of snow removal.
- b) The Board will purchase one (1) pair of CSA approved steel toed boots for each of the three (3) divisional maintenance workers per year, to a maximum of one hundred fifty (\$150.00) dollars per pair of boots, upon receipt.

Date: \_\_\_\_\_

\_\_\_\_\_  
President

\_\_\_\_\_  
Chairman, Board of Trustees

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Negotiating Committee Chairman

\_\_\_\_\_  
C.U.P.E. National Representative

\_\_\_\_\_  
Superintendent of Schools