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COLLECTIVE AGREEMENT

between

CANADIAN UNION OF PUBLIC EMPLOYEES



and

**HOLY SPIRIT' ROMAN CATHOLIC
SEPARATE REGIONAL DIVISION No.4**



September 1, 2008 to August 31, 2011

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COLLECTIVE AGREEMENT

The attached Agreement is made in duplicate this 10th day of December 2008.

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

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

WITNESSETH THAT THE PARTIES HERETO HAVE AGREE AS FOLLOWS:

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

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

ARTICLE ■ - TERMS OF AGREEMENT & DEFINITIONS

- 1.1 This Agreement shall remain in full force and effect from September 1, 2008 and continue in full force and effect to the 31st of August, 2011 and from year to year thereafter, unless either party to this Agreement is given notice in writing by the other party in the period one hundred and twenty (120) days prior to the expiry date of August 31, 2011, or the expiry date in any subsequent year.
- 1.2. Negotiations pertaining to any desired change must be commenced within fifteen (15) days after the date of receipt of the notice as mentioned in (■) above.
- 1.3. The parties of this Agreement mutually agree to comply with and be governed by the conditions as set out herein, for the purpose of maintaining harmonious relations between the Employer and employees.
- 1.4. The Board recognizes the Canadian Union of Public Employees Local No. 1825 as the sole and exclusive bargaining agency for employees coming within the unit certified by Certificate No. 283-95 issued by the Board of Industrial Relations on the 28th day of November, 1995.

1.5 INTERPRETATIONS

- 1.5.1 Bargaining Agent shall mean those duly appointed representatives of the Union to discuss with a committee of the Board any and all matters affecting this Agreement and the Union.
- 1.5.2 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. With the permission of the Employer such representative may have access to the Employer's premises in order to investigate and assist in the settlement of a grievance.
- 1.5.3 A Committee shall mean the committee or person, or persons, appointed by the Board to meet with the Bargaining Agent on all matters affecting this Agreement and the Union.
- 1.5.4 Notice of Meeting: Either party of this Agreement may give notice at any time to the other party that a meeting is desired and said meeting shall be held at a time and place as shall be fixed by mutual agreement.
- 1.5.5 Union Dues: Union dues shall be sent to the Local 1825 Secretary Treasurer, attached with a list of each employee's name, address, telephone number, the amount of dues deducted and the regular wages, provided there is no additional cost to the Holy Spirit School Board.
- 1.5.6 Deductions shall be made from the payroll of each month and shall be forwarded to the Secretary - Treasurer of the Union not later than five (5) working days after the deduction is made, accompanied by a list of names and classifications of employees from whose wages the deductions were made.

1.6 DEFINITIONS

- 1.6.1 Permanent employees shall be defined as persons employed for any position which is scheduled for twelve (12) months or ten (10) month school term positions which continue from year to year or term to term or PUF Assistants whose employment coincides with the Pre-Kindergarten or Kindergarten at the school to which they are assigned.

Twelve (12) month employees shall be deemed to be employed for twelve (12) continuous months. Employees shall have the option of taking the Christmas and/or Spring (Easter) break as approved time off without payment of wages, as paid annual vacation or may use banked time or overtime as defined in Articles 5 and 6.

Ten (10) month school term employees shall be deemed to be employed for the approved school calendar year, including teachers' convention, professional development days, spiritual development days, administrative days, opening mass, retreats, parent teacher conference days and school closed days (excluding Christmas holidays and Spring (Easter) break).

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

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

Casual employees will pay Union dues per Clauses 1.5.5 and 1.5.6.

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

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

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

Temporary employees will pay Union dues as per clauses 1.5.5 and 1.5.6.

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

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

ARTICLE 2 - SALARY SCHEDULE

2.1 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 to the employees not later than the last working day of the month.

Ten (10) month school term employees may at their option elect to receive their earnings paid over twelve (12) months. The Board agrees to make this option available upon written notification by individual employees.

2.2 HOURLY RATES

2.2.1 Effective September 1, 2008:

CLASSIFICATION	START RATE \$	AFTER 1 YEAR \$	AFTER 2 YEARS \$	AFTER 3 YEARS \$
CASUAL	15.79			
GROUP 1	16.06	17.06	18.06	19.01
GROUP 2	16.69	17.79	18.89	19.89
GROUP 3	17.94	18.69	19.44	21.44

2.2.2 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.

* 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).

2.2.3 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.

* 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).

ARTICLE 3 - GROUP CLASSIFICATION & JOB DESCRIPTION

3.1 The job descriptions dated October 2008 and attached hereto as Appendix "A" are the recognized and agreed descriptions for all positions and jobs currently covered by this Collective Agreement.

3.2 The descriptions/classifications are grouped as follows:

GROUP 1

Education Assistant
PUF Assistant
Clerk Typist
Library Clerk

GROUP II

Library Technician

GROUP III

Administrative Assistant
Pre-K Leader

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

ARTICLE 4 - PERIOD OF EMPLOYMENT

- 4.1 Administrative Assistants who are twelve month employees shall be deemed to be employed for twelve (12) continuous months including teachers' convention, professional development days, spiritual development days, opening mass, retreats, parent/teacher conference days and school closure days.
- 4.1.1 Administrative Assistants who are ten (10) month school term employees, Clerk Typists, Library Clerks/Technicians shall be deemed to be employed for the approved school calendar year, including teachers' convention, professional development days, spiritual development days, opening mass, retreats, parent teacher conference days and school closed days (excluding Christmas holidays and Spring (Easter) break), plus five (5) additional days added at the beginning or the end of the school year as scheduled by the school principal.

- 4.2 Pre-Kindergarten Leaders and Education Assistants shall be deemed to be employed for the approved school calendar year, including teachers' convention, professional development days, spiritual development days, opening mass, retreats, parent teacher conference days and school closed days (excluding Christmas holidays and Spring (Easter) break).
- 4.3 PUF Assistants will be advised in writing upon employment and/or at the commencement of each school year as to their expected period of employment. Their employment will coincide with the Pre-Kindergarten or Kindergarten at the school to which they are assigned, including teachers' convention, professional development days, spiritual development days, retreats, parent teacher conference days, and school closure days (excluding Christmas holidays and Spring (Easter) break).

ARTICLE 5 - HOURS OF WORK

- 5.1 Full-time employees, five (5) days per week with daily hours of not less than seven (7) hours.
- 5.2 The principal shall schedule the hours of work within the school to meet the needs of the students and the school. Employees, by seniority, will be offered, if possible, a minimum of thirty (30) hours per week.
- An employee's hours, once established, shall not be changed unless written notice *is* given ten (10) working days in advance of the proposed change unless agreed otherwise between the employee and the Superintendent.
- 5.3 Daily hours during the summer recess shall be six and one quarter (6 1/4) hours per day scheduled at the discretion of the Superintendent. Notwithstanding the reduced time per day under this clause, employees affected will receive pay for seven (7) hours per day.
- 5.4 Employees shall receive a fifteen (15) minute coffee break in the morning and a fifteen (15) minute coffee break in the afternoon.
- 5.5 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 pre-approved by the Employer. The maximum time an employee may accumulate bank time shall not exceed eighteen (18) hours. Any banked hours outstanding shall be paid out by August 31st of each school year.

ARTICLE 6 - OVERTIME

- 6.1 Employees who have been requested by the Board or the Board's designate to work overtime, will be paid overtime at the rate of time and one-half (1.5) their regular rate of pay. Overtime to commence after seven (7) hours.
- 6.2 Employees who work on a paid holiday not regularly scheduled shall be paid at the rate of one and one-half (1.5) times for hours worked.

- 6.3 By mutual agreement between the Employer and the employee involved, time off, at the appropriate overtime rate, may be granted in lieu of cash payment for overtime worked. If no mutual agreement can be reached, cash payment will be made.
- 6.4 An employee may request a pay out of banked overtime hours by submitting the request in writing at least fourteen (14) days prior to the date of the next pay day.
- 6.5 Any overtime hours outstanding shall be paid out by August 31st of each school year.

ARTICLE 7 - ANNUAL VACATION

- 7.1 Annual vacation shall be taken during the school summer vacation period unless modified by mutual agreement.
- 7.2 Twelve (12) month a year employees shall be entitled to paid annual vacation on the following basis:
- 7.2.1 three (3) weeks vacation with pay after one (1) full year of service, or where less than a full year of service is rendered, one and one quarter (1-1/4) working days equivalent for each full month of service.
- 7.2.2 four (4) weeks vacation with six (6) to fourteen (14) years of service:
- 7.2.3 five (5) weeks vacation with fifteen (15) to twenty-three (23) years of service;
- 7.2.4 six (6) weeks vacation with twenty-four (24) to twenty-nine (29) years of service;
- 7.2.5 seven (7) weeks vacation with thirty (30) to thirty-four (34) years of service;
- 7.2.6 eight (8) weeks vacation with thirty-five (35) or more years of service;
- 7.3 Ten (10) month a year Employees shall receive holiday pay with each pay check on the following basis:
- 7.3.1 six (6%) percent from commencement of employment to five (5) years of service;
- 7.3.2 eight (8%) percent with six (6) to fourteen (14) years of service;
- 7.3.3 ten (10%) percent with fifteen (15) to twenty-three (23) years of service;
- 7.3.4 twelve (12%) percent with twenty-four (24) to twenty-nine (29) years of service;
- 7.3.5 fourteen (14%) percent with thirty (30) to thirty-four (34) years of service;
- 7.3.6 sixteen (16%) percent with thirty-five (35) or more years of service;
- 7.4 Employees separating from service with the Board will be paid holiday pay at the time of separation.

ARTICLE 7A - STATUTORY HOLIDAYS

7A.1 In addition to the annual holidays, each employee shall be entitled to the following public holidays:

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

7A.2 And any public holiday proclaimed by the Board, the Mayor, the Provincial Government, or the Federal Government.

7A.3 If a statutory holiday or declared holiday falls on an employee's regular day off, an additional day off with pay shall be given, provided that the Federal, Provincial, or Municipal Government has not declared an additional holiday in lieu thereof.

ARTICLE 8 - PAYMENT OF SALARY FOR ABSENCE DUE TO ILLNESS, DISABILITY OR ACCIDENT.

8.1 Annual sick leave, with pay for a period of ninety (90) calendar days, will be granted to an employee for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness, disability or quarantine.

After 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.

Where an employee has suffered an illness and/or has been paid under the provisions of the Alberta School Benefit Plan, upon return to full time duty, the employee shall be entitled to an additional sick leave benefit in the current year of ninety (90) calendar days.

8.2 For those employees who are not covered by Alberta School Employee Benefit Plan, annual sick leave, with pay, will be granted for the purpose of obtaining necessary medical or dental treatment or because of accident, quarantine, sickness or disability for a period of ninety (90) calendar days.

After ninety (90) calendar days of continuous absence due to medical disability, no further salary shall be paid and the Employment Insurance commission benefits shall take effect.

8.3 Before any payment is made under Article 8.1 and 8.2 the employee shall provide:

- i) A declaration, on a form to be provided by the Board where the absence is for a period of three (3) days or less.
- ii) A certificate signed by a Dental Practitioner or Doctor recognized by Alberta Health Care Plan where absence is for a period of over three (3) days.

- iii) A certificate signed by the Medical Officer of Health where the absence is due to compulsory quarantine.
- iv) In most cases of long periods of sickness, and in case where leave of absence is requested which involves payment of salary under the provisions of these regulations, the Board reserves the right to ask for a medical inspection of the employee by a qualified dental practitioner or doctor recognized by Alberta Health Care Plan before payment of salary or leave of absence is granted.
- v) When the sickness extends for a period of over one (1) month, the employee may, at the discretion of the Board, be called upon to furnish a further health certificate at the end of each month during the duration of the sickness.

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

ARTICLE 9 - PENSION PLAN, GROUP LIFE INSURANCE, MEDICAL & HOSPITALIZATION & SICKNESS & ACCIDENT PLANS

- 9.1 **Participation:** Employees who are employed for a minimum of fourteen (14) hours per week shall participate in the plans under the conditions and regulations of the respective plans.
- 9.2 **Alberta School Employee Benefit Plan:** All employees shall be covered under the provision of the A.S.E.B.P. Life Insurance Plan II and Long Term Disability Plan D with the Employer paying ninety-six percent (96%) of the total premium effective September 1, 2008; and ninety-eight percent (98%) of the total premium effective September 1, 2009; and one hundred percent (100%) of the total premium effective September 1, 2010.
- 9.3 **Alberta Health Care Insurance:** The Board's contribution to the Alberta Health Care Insurance covering persons employed by the Board shall be at the rate of ninety-six percent (96%) of the total premium effective September 1, 2008; and ninety-eight percent (98%) of the total premium effective September 1, 2009; and one hundred percent (100%) of the total premium effective September 1, 2010.

- 9.4 A.S.E.B.P. Extended Health Care - Plan 1: The Board's contribution to the A.S.E.B.P. Extended Health Care Plan 1 covering persons employed by the Board shall be at the rate ninety-six percent (96%) of the total premium effective September 1, 2008; and ninety-eight percent (98%) of the total premium effective September 1, 2009; and one hundred percent (100%) of the total premium effective September 1, 2010.
- 9.5 A.S.E.B.P. Dental Plan 3: The Board's contribution to the A.S.E.B.P. Dental Plan 3 covering persons employed by the Board shall be at the rate of ninety-six percent (96%) of the total premium effective September 1, 2008; and ninety-eight percent (98%) of the total premium effective September 1, 2009; and one hundred percent (100%) of the total premium effective September 1, 2010.
- 9.6 A.S.E.B.P. Vision Care Plan 3: - The Board's contribution to the A.S.E.B.P. Vision Care Plan 3 covering persons employed by the Board shall be at the rate of ninety-six percent (96%) of the total premium effective September 1, 2008; and ninety-eight percent (98%) of the total premium effective September 1, 2009; and one hundred percent (100%) of the total premium effective September 1, 2010.
- 9.7 Employment Insurance Rebates: - In consideration of the improvements to the Employee Benefit Plan and Sick Leave Benefits, the employees covered by this contract waive any claims or rebates under the provisions of the Employment Insurance Act.
- 9.8 Pension Plan: All eligible employees shall participate under the provisions of the Local Authorities Pension Plan. The Board'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.
- 9.9 Continuation of Benefits: The Employer agrees to continue to pay its agreed portion of premiums for all Health and Welfare plans for employees laid off during the normal summer break.
- 9.10 Death Benefit: The Board, 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.
- 9.11 Health Spending Account: The Board will implement a Health Spending Account in the amount of one hundred seventy five dollars (\$175.00) per employee effective March 1, 2007, and three hundred fifty dollars (\$350.00) per employee effective September 1, 2007.

ARTICLE 10 - LEAVE OF ABSENCE

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

- 10.1.1 During this leave each staff member shall be eligible to maintain benefit insurance coverage provided the staff member pays one hundred percent (100%) of the premiums.
- 10.1.2 Leave granted under 10.1 in excess of thirty working days shall not accrue seniority.
- 10.1.3 A staff member returning from leave is entitled to a position with the Board. The Board shall, when possible, return the staff member to the position held prior to the leave.
- 10.1.4 An employee elected or appointed to represent the Union at conventions shall be allowed leave of absence without pay.

Maternity and Parental Leaves:

10.2.1 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 10.2.3 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.

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

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

- 10.2.4 No Notice of Maternity Leave: An employee who fails to comply with Article 10.2.2 and who is otherwise entitled to maternity leave, is entitled to maternity leave for the period specified in Article 10.2.1 if within two (2) weeks after she ceases to work she provides the Board 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.
- 10.2.5 Selection of Benefits: When the employee or the employee's physician determines that the pregnancy of the employee interferes with the performance of her duties (date of disability), the employee shall be eligible for one of the following options:
- a) If the date of disability is prior to ten (10) weeks before the estimated date of delivery and continues without return to work, the employee shall be placed on sick leave until such time as the employee is eligible to apply for Extended Disability Benefits.
 - b) If the date of disability begins within the ten (10) week period before the estimated date of delivery, or on the date of delivery, the employee shall choose either 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 10.3 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 10.3, or
 - ii) Maternity leave commencing the date of disability with access to the Board's Supplemental Unemployment Benefit Plan (SUBP) under clause 10.2.6.
- 10.2.6 Supplemental Unemployment Benefit Plan (SUBP).
- a) The Board 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 ~~91~~ 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 Board shall continue to pay the Employer's portion of the employee's benefit plan premiums specified in Article 9.

10.2.7 Parental Leave:

- a) The Board 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 Board, 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 Board, 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 Board employees, the parental leave may be accessed entirely by one of the parents or shared between the parents. However, the Board is not required to grant parental leave to more than one employee at a time.

10.2.8 Notice of Parental Leave:

- a) An employee must give the Board 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 10.2.8 (a), the employee must give the Board written notice at the earliest possible time of the date that the employee will start or has started parental leave.

10.2.9 Notice of Resumption of Employment:

- a) An employee who wishes to resume working on the expiration of a maternity leave or parental leave shall give the Board 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 Board. Effective March 1, 2005 an employee in Group III, IV, or V returning from maternity or parental leave shall be entitled to return to the same position that the employee held prior to the commencement of the leave provided the same position exists.

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

- 10.3.1 For the critical illness or death of father, mother, husband, wife, son or daughter, brother or sister, or parents of spouse - not more than five (5) days. Medical statement certifying critical nature of illness will be required if death does not occur. Not more than three (3) days for funeral of any of above, if held in the city, and not more than five (5) days if funeral is held outside the city. For combined critical illness and death not more than eight (8) days in the city and ten (10) days outside the city.
- 10.3.2 For the funeral of grandparents, grandchild, and in-laws two (2) days leave. If circumstances warrant additional leave, the two (2) days may be extended to a maximum of five (5) days leave.
- 10.3.3 For funeral of uncle, aunt, cousin, nephew, niece one (1) day leave.
- 10.3.4 For acting as pallbearer one (1) day.
- 10.3.5 For the purpose of writing a recognized school, college, or technical institution examination - one (1) day.
- 10.3.6 While participating in University Convocation Exercises - one (1) day.
- 10.3.7 While obtaining citizenship papers at a scheduled session of the court - one-half (1/2) day.
- 10.3.8 When summoned or subpoenaed as a witness in their private capacity or as a witness or a defendant to appear in court in their official capacity, at a location within the Province of Alberta.
- 10.3.9 For not more than two (2) days in any one school year for an illness of a non-critical nature in the employee's household.

- 10.3.10 For not more than two (2) days in any one school year for some emergency or misfortune demanding his attention.
- 10.3.11 Because of impassable roads or the suspension of public transportation or any other cause related thereto beyond the employee's control.
- 10.3.12 For the funeral of a friend of the family - one (1) day.
- 10.3.13 For not more than two (2) days for any other reason acceptable to the Superintendent.
- 10.3.14 For not more than one (1) day for adoption procedures.
- 10.3.15 For not more than one (1) day to allow a father to be present at the birth of his child.
- 10.3.16 Maximum of two (2) employees per school requiring travel time in excess of thirty (30) kilometres to attend union meetings be granted up to one (1) hour and fifteen (15) minutes leave with full pay.
- 10.3.17 For no more than two (2) days in any one school year to attend spiritual development activities based upon the school education plan and approved by the Principal.

ARTICLE ■■ - QUALIFICATIONS, TERMINATIONS, APPOINTMENTS NOTIFICATION OF VACANCIES

11.1 Vacancies:

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

11.2 Probationary Period:

- 11.2.1 Each new employee hired by the Board will be required to serve a six (6) month probationary period from date of appointment and the Board reserves the right to terminate the services of any employee at any time during the probationary period.
- 11.2.2 Probationary employees shall be paid the hourly starting rate for the position and will be entitled to benefits and rights under the Collective Agreement.

11.3 Trial Period:

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

11.4 Seniority Defined:

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

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

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

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

- 11.4.2 i) Layoffs shall be in reverse order of bargaining unit wide seniority, provided the employee(s) has the necessary qualifications to perform the work remaining.
- ii) A layoff shall be defined as a reduction in the work force, or a reduction in the regular and normal hours of work.
- iii) Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off thirty (30) calendar days prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in this Article, he/she shall be paid the day(s) for which work was not made available.
- iv) The above layoff procedures and provisions where the Employer has determined that a reduction of hours for an individual is necessary, the parties agree to meet in a timely manner to discuss alternative options rather than layoffs. If mutual agreement is not reached, again in a timely manner, then the above provisions will apply.
- v) Employees shall be recalled in the order of their seniority provided they qualify for the position. No new employees shall be hired until those laid off have been given an opportunity of recall.

- vi) Automatic Layoff & Recall: Employees who work on the basis of the school year shall be deemed to be laid off for the school vacation periods. Recall following the school vacation shall be automatic unless the Employer has served an indefinite layoff notice under Article 11.4.2. This Article shall serve as notice of layoff and recall for the school vacation periods during the term of this Agreement.

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

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

An employee shall only lose seniority in the event of:

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

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

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

11.5 Transfers:

11.5.1 The Board reserves the right to transfer any employee to a position of lesser responsibility and remuneration for just cause.

11.5.2 The employee has the right to grieve.

11.6 Termination of Service:

11.6.1 Each employee will be expected to give the Board reasonable notice (preferably two (2) weeks) of termination of service.

11.6.2 Retroactive Pay for Terminated Employees: An employee who has severed his employment with the Board shall be eligible for all retroactivity for each day worked.

11.7 Summary Dismissal: Any employee may be summarily dismissed by the Board for any conduct that in the opinion of the Board is detrimental to the welfare of the school, School Division, or its occupants. If so dismissed, the employee shall have the right to appeal to the Executive of the Union.

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

11.9 As condition of employment, the employee shall provide the Board with the prescribed medical documentation, criminal record check and a social services check. Upon submission of appropriate invoices, the Board shall reimburse the employee one-half (1/2) of the costs.

ARTICLE 12 - DISCRIMINATION

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

ARTICLE 13 - GRIEVANCE PROCEDURE

A grievance is defined as a difference between any employee covered by this Agreement and the Board, concerning the interpretation, application, and administration or alleged violation of this Agreement including whether the issue is arbitrable, and shall be dealt with as follows: without stoppage of work or refusal to perform work.

All grievances shall be in writing and must include a statement of the following:

- a) the name(s) of the aggrieved;
- b) the nature of the grievance and the circumstances which gave rise to the grievance;
- c) redress sought;
- d) the section(s) where the Agreement is claimed to be violated.

An earnest effort shall be made to settle a grievance in the manner hereinafter described.

STEP 1: The written grievance shall be promptly submitted to the Superintendent of the Board or his designate within twenty (20) working days from the date of the incident giving rise to the grievance, or from the date the grievor first had knowledge of the incident, whichever is the later.

The grievor shall meet with the Superintendent or his designate, within ten (10) working days of the receipt of the grievance in order to resolve the dispute, and the superintendent or his designate shall render his decision in writing within five (5) working days of the aforementioned meeting.

STEP 2: Failing satisfactory settlement, and within ten (10) working days after the Superintendent or his designate's response in Step 1, the written grievance may be submitted to the Board. The Board shall meet with the grievor at the next regularly scheduled Board meeting following receipt of the grievance and endeavour to resolve the dispute. The Board shall render its decision within ten (10) working days of the meeting.

STEP 3: Failing settlement in Step 2, the grievance may be processed to arbitration as hereinafter provided.

STEP 4: The Union shall appoint one (1) representative, the School Board shall appoint one (1) representative. The two (2) representatives shall meet within five (5) working days of their mutual appointment and endeavour to appoint a third person to the Arbitration Board, and such person shall be the chairman. Failing to agree upon a chairman, application may be made by either party to the Minister of Labour, Province of Alberta, to appoint a chairman. After making full inquiry and without undue delay, and in any event not more than fourteen (14) days exclusive of Saturdays, Sundays, or holidays, the Arbitration Board shall submit its findings to both parties. The decision of the Arbitration Board shall be final and binding on both parties of this Agreement.

The Arbitration Board shall not alter or amend any provision of the Collective Agreement or substitute any provision or give a decision inconsistent with terms of this Agreement.

The purpose of the grievance provisions 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.

ARTICLE 14 - COOPERATION & SAFETY

- 14.1 The Union and the Employer shall cooperate in continuing and perfecting regulations which will afford adequate protection to employees engaged in work for the Employer.

ARTICLE 15 - TRAINING, PROFESSIONAL DEVELOPMENT

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

ARTICLE 16 – RE-ARRANGED WORK WEEK

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

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

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

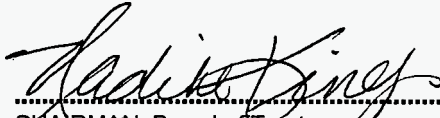
- 16.2 A re-arranged work week shall be utilized in the following situations:
- a) Schools that have longer hours Monday to Thursday and early dismissal on Friday;
 - b) Retreats or other programs scheduled in the evenings and have school closures the following day;
 - c) Any other such arrangements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

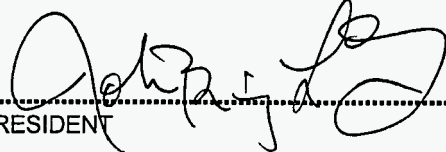
IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS

AGREEMENT THIS 10th DAY OF DECEMBER, 2008

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


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


.....
CHAIRMAN, Board of Trustees

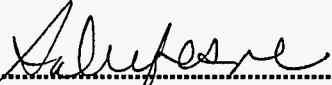

.....
PRESIDENT



.....
NEGOTIATING COMMITTEE CHAIRMAN

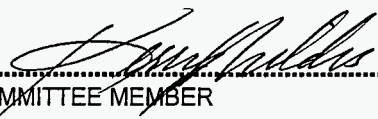
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COMMITTEE MEMBER



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SUPERINTENDENT OF SCHOOLS

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COMMITTEE MEMBER



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COMMITTEE MEMBER


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NATIONAL REPRESENTATIVE

LETTER OF AGREEMENT

BETWEEN

HOLY SPIRIT ROMAN CATHOLIC SEPARATE REGIONAL DIVISION No. 4

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1825

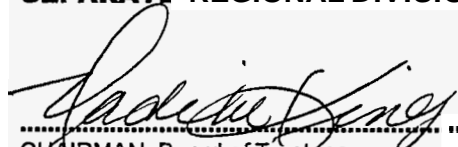
RE: NOON HOUR SUPERVISION

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

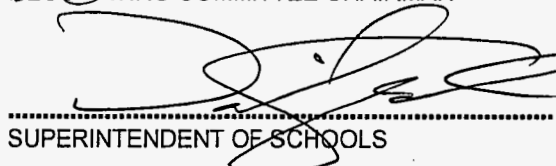
The Board has the right to hire employees specifically for the job of noon hour supervision and will be paid at the proper Union rate.

Dated this 10th day of December 2008.

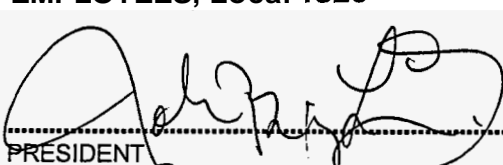
SIGNED ON BEHALF OF
**HOLY SPIRIT ROMAN CATHOLIC
SEPARATE REGIONAL DIVISION No.4**



.....
CHAIRMAN, Board of Trustees

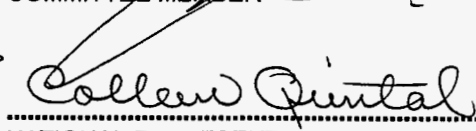

.....
NEGOTIATING COMMITTEE CHAIRMAN


.....
SUPERINTENDENT OF SCHOOLS

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


.....
PRESIDENT


.....
COMMITTEE MEMBER


.....
NATIONAL REPRESENTATIVE

APPENDIX “A” – JOB DESCRIPTIONS

ADMINISTRATIVE ASSISTANT

DAILY SUPERVISOR

SUPERINTENDENTS

HOURS OF WORK PER DAY

7 HOURS PER DAY

JOB DESCRIPTION

Under the direction of the Principal, the Administrative Assistant is responsible for administrative and secretarial duties of the school. This person will assist the school administrators, staff, students, parents and the public to benefit the school community. Confidentiality is of utmost importance in achieving the common good for all students. Through collaborative team-based structure, the Administrative Assistant will carry out tasks as assigned by the Principal.

QUALIFICATIONS

- EDUCATION:**
- Two (2) year secretarial program with accounting or equivalent.
- WORK EXPERIENCE:**
- Two (2) years office experience (preferably in a school setting).
- TECHNICAL SKILLS:**
- Proficiency in computer skills.
 - Knowledge of office equipment and procedures.
- INTERPERSONAL SKILLS:**
- Organizational skills/time management.
 - Communication skills and telephone etiquette.
 - Ability to work unsupervised.
 - Ability to work under stress and deadlines.
 - Good public relations skills.
 - Work independently and show initiative.
 - Professional attitude.
 - Confidentiality.

ADMINISTRATIVE ASSISTANT ST. BASIL EDUCATION CENTRE

DAILY SUPERVISOR

SUPERINTENDENTS

HOURS OF WORK PER DAY

7 HOURS PER DAY

JOB DESCRIPTION

Under the direction of the Superintendents, the Administrative Assistant performs tasks to ensure the smooth operation of their assigned department in the St. Basil Education Centre

QUALIFICATIONS

- EDUCATION:**
- Two (2) year secretarial program or equivalent.
- WORK EXPERIENCE:**
- Five (5) years office experience.
- TECHNICAL SKILLS:**
- Excellent computer skills.
 - Strong written and oral communication skills.
- INTERPERSONAL SKILLS:**
- Organizational skills/time management.
 - Communication skills and telephone etiquette.
 - Ability to work unsupervised.
 - Good public relations skills.
 - Work independently and show initiative.
 - Professional attitude.
 - Ability to work in a team environment.
 - Confidentiality.

LIBRARY TECHNICIAN

DAILY SUPERVISOR

PRINCIPAL

HOURS OF WORK PER DAY

AS REQUIRED

JOB DESCRIPTION

Under the direction of the Principal, the Library Technician will process new library resources, assist students and teachers in learning about and using library resources, and supervises students in the library. Confidentiality is of utmost importance in achieving the common good for all students. Through collaborative team-based structure, the Library Technician will carry out tasks as assigned by the Principal.

QUALIFICATIONS

EDUCATION:

- Two (2) year Library Technician Diploma or Library and Information Technology certificate.
- Knowledge and experience with Library software.

WORK EXPERIENCE:

- Thorough experience in library work.
- Experience in working with students.

TECHNICAL SKILLS:

- Proficiency in the use of library computer programs.
- Computer/word processing skills.
- Use of audio-visual equipment and photocopier.

INTERPERSONAL SKILLS:

- Good communication skills.
- Patience in dealing with students and teachers.
- Behaviour management skills.

LIBRARY CLERK

DAILY SUPERVISOR

PRINCIPAL

HOURS OF WORK PER DAY

AS REQUIRED

JOB DESCRIPTION

Under the direction of the Principal, the Library Clerk will process new library resources, assist students and teachers in learning about and using library resources, and supervises students in the library. Confidentiality is of utmost importance in achieving the common good for all students. Through collaborative team-based structure, the Library Clerk will carry out tasks as assigned by the Principal.

QUALIFICATIONS

EDUCATION:

- Computer courses in library and educational application programs.
- Knowledge and experience with library software is recommended.

WORK EXPERIENCE:

- Two (2) years experience in a library setting.
- Experience in working with students.

TECHNICAL SKILLS:

- Computer/word processing skills.
- Use of audio-visual equipment and photocopier.

INTERPERSONAL SKILLS:

- Good communication skills.
- Patience in dealing with students and teachers.
- Behaviour management skills.

CLERK TYPIST

DAILY SUPERVISOR

PRINCIPAL

HOURS OF WORK PER DAY

AS REQUIRED

JOB DESCRIPTION

Under the direction of the Principal, the Clerk Typist provides secretarial support to administration and staff. Confidentiality is of utmost importance in achieving the common good for all students. Through collaborative team-based structure, the Clerk Typist will carry out tasks as assigned by the Principal.

QUALIFICATIONS

EDUCATION:

- Two (2) year secretarial program with accounting or equivalent.

WORK EXPERIENCE:

- One (1) year office experience.

TECHNICAL SKILLS:

- Proficiency in computer skills.
- Knowledge of office equipment and procedures.

INTERPERSONAL SKILLS:

- Organizational skills/time management.
- Communication skills and telephone etiquette.
- Ability to work under stress and deadlines.
- Good public relations skills.
- Ability to work independently and show initiative.
- Professional attitude.
- Confidentiality.

EDUCATION ASSISTANT

DAILY SUPERVISOR

PRINCIPAL

HOURS OF WORK PER DAY

AS REQUIRED

JOB DESCRIPTION

The Education Assistant provides assistance to children with various degrees of need in the learning environment, under the direction and supervision of the Special Education liaison, the classroom teacher, and the Principal. In this position it is necessary to be physically fit in order to actively engage students in all aspects of their educational program. Confidentiality is of utmost importance in achieving the common good for all students. Through collaborative team-based structure, the Education Assistant will carry out tasks as assigned by both the daily and program supervisors

QUALIFICATIONS

EDUCATION:

- Education Assistant Certificate and/or Diploma or Rehabilitation Practitioner certificate and/or diploma or equivalent

WORK EXPERIENCE:

- At least one (1) year experience working with students with special programming needs.

TECHNICAL SKILLS:

- First Aid Training.
- Supporting Individuals Through Valued Attachments Training (SIVA).

INTERPERSONAL SKILLS:

- Understands that it is of paramount importance to maintain confidentiality of all aspects of the school community.
- Excellent communication skills.
- Willing to participate in new learning opportunities.
- Ability to take responsibility for individual student needs.
- Ability to contribute in a collaborative team-based learning environment.

PRE-KINDERGARTEN PROGRAM LEADER

DAILY SUPERVISOR

EARLY LEARNING COORDINATOR

PROGRAM SUPERVISOR

PRINCIPAL

HOURS OF WORK PER DAY

3 – 6 HOURS PER DAY

JOB DESCRIPTION

Under the direction of the Early Learning Coordinator, the Pre-Kindergarten Program Leader performs tasks to ensure the program aligns with and supports the Holy Spirit Pre-Kindergarten Guiding Principles, and the goals, objectives and outcomes as outlined in the Pre Kindergarten program guide.

Under the direction of the Principal, the Pre-Kindergarten Program Leader performs tasks to ensure the smooth operation of the Pre-Kindergarten Program at the school and that the program aligns with and supports the Holy Spirit Pre- Kindergarten Guiding Principles as outlined in the documentation provided in the application for licensing

QUALIFICATIONS

EDUCATION:

- Teacher Assistant Diploma or Early Childhood Education Certification or Rehabilitation Practitioner or equivalent.

WORK EXPERIENCE:

- At least two (2) years experience working in an Early Childhood Program.

TECHNICAL SKILLS:

- First Aid Certification.
- Hanen Learning Language and Loving It Certification.
- Supporting Individuals Through Valued Attachments Training (SIVA).

INTERPERSONAL SKILLS:

- Demonstrates ethical and confidential behaviour.
- Promotes an atmosphere of respect for children and adults.
- Demonstrates appropriate and independent use of time.
- Maintains effective and co-operative relationships with children and staff.

PUF EDUCATION ASSISTANT

DAILY SUPERVISOR

EARLY LEARNING COORDINATOR

PROGRAM SUPERVISOR

PRINCIPAL

HOURS OF WORK PER DAY

3 – 6 HOURS PER DAY

JOB DESCRIPTION

The PUF Education Assistant provides assistance to children with various degrees of need in the learning environment, under the direction and supervision of the classroom teacher the Early Learning Coordinator, and the Principal. In this position it is necessary to be physically fit in order to actively engage children in all aspects of the ECS program. Confidentiality is of utmost importance in achieving the common good for all students. Through collaborative team-based structure, the PUF Education Assistant will carry out tasks as assigned by both the daily and program supervisors.

QUALIFICATIONS

EDUCATION:

- Teacher Assistant Diploma or Early Childhood Education Certification or Practitioner or equivalent.

WORK EXPERIENCE:

- At least one (1) year experience working in Early Childhood Program and/or children with special needs.

TECHNICAL SKILLS:

- First Aid Certification.
- Hanen Learning Language and Loving It Certification.
- Supporting Individuals Through Valued Attachments Training (SIVA).

INTERPERSONAL SKILLS:

- Excellent communication skills.
- Good conflict resolution skills.
- Student supervision skills.
- Confidentiality.

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