

COLLECTIVE AGREEMENT

BETWEEN

PRAIRIE ROSE SCHOOL DIVISION NO. 8

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 829



September 1, 2016 to August 31, 2020

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COLLECTIVE AGREEMENT

BETWEEN:

**PRAIRIE ROSE SCHOOL DIVISION NO. 8
(hereinafter called "the Employer")**

PARTY OF THE FIRST PART

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 829
(hereinafter called "the Union")
PARTY OF THE SECOND PART**

Preamble

It is the intent and purpose of the parties hereto that this Agreement shall, to the extent and in the manner specifically provided for herein:

- (a) Provide for the prompt and equitable adjustment of differences which may arise between employees, the Union and the Employer.
- (b) Ensure harmonious, efficient, and uninterrupted operation of the school system.
- (c) Recognize that the Employer must continue to serve the public in an efficient manner.
- (d) During the term of this Agreement neither party shall cause, by strike or lockout, any disruption to the services of the Employer.

1. Employee Definitions

- 1.01 Custodian I and Custodian II employees who work at least thirty-five (35) hours per week for twelve months of the year and have successfully completed their probationary period are considered full time employees.
- 1.02 Custodian I or Custodian II employees who normally work less than thirty-five (35) hours per week on a regular basis for twelve months of the year and have successfully completed their probationary period are considered part time employees. Part time employees shall be entitled to those applicable benefits in this Agreement on a pro-rata basis.
- 1.03 Casual Employees are those employees who are called in occasionally to replace an absent employee or to supplement regular staff coverage.

1.04 Temporary Employees are those employees who are hired for a specific leave.

2. Probationary Period

2.01 Probationary employees are all employees initially hired on trial to determine their suitability and compatibility for continued employment. All full time and part-time Employees shall be considered probationary for the first sixty (60) days worked. During this sixty (60) day work period, probationary employees shall not be considered as having regular status and shall not be entitled to accrue seniority. Probationary employees have recourse to the Grievance Procedure with exception of termination of employment.

2.02 Upon successful completion of the probationary period, an employee's seniority shall be credited back to the most recent date of hire.

3. Union Recognition and Responsibility

3.01 In accordance with the *Labour Relations Code*, the Employer recognizes the Union as the sole bargaining agent for those employees in the Redcliff Ward as outlined in A.L.R.B. Certificate No. 230-95

3.02 The Union recognizes the responsibilities imposed upon it as the bargaining agent of the unit and realizes that in order to provide maximum opportunities for continuing employment and good working conditions, the Employer must continue to serve the community in an efficient manner.

3.03 No employee shall be required or permitted to make any written or verbal agreement which may conflict with the terms of this Agreement.

4. Union Dues

4.01 During the term of this Agreement, the Employer shall deduct from the salary of all employees covered by this Agreement, the regular monthly union dues specified by the union and shall remit same to the Secretary Treasurer of the Union not later than the fifteenth (15th) calendar day in the following month.

4.02 In consideration of this deduction and forwarding service by the Employer, the Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of or resulting from the collection and forwarding of these dues.

4.03 The Employer shall report the amount of union dues paid by each Union member in the previous year on the income tax T-4 slips.

5. Seniority

- 5.01 Seniority, as referred to in this Agreement, shall mean length of continuous service from the last date a non-probationary employee entered the employ of the Employer and shall be on a bargaining unit basis.
- 5.02 Seniority shall only accrue during:
- (a) periods of employment,
 - (b) periods of authorized leaves of absence for up to thirty (30) calendar days in any year;
 - (c) periods of absence because of illness, disability or injury for not more than ninety (90) calendar days in any year;
 - (d) scheduled days off;
 - (e) vacation and general holidays
- 5.03 Seniority shall be maintained, but shall not accrue during:
- (a) periods of authorized leaves of absence in excess of thirty (30) calendar days;
 - (b) layoffs, not exceeding twelve (12) months.
- 5.04 Seniority shall be lost and the employment of an employee shall be deemed terminated for any one of the following reasons:
- (a) the employee fails to return to work on termination of any authorized leave of absence, vacation or suspension or utilizes a leave of absence for purposes other than those for which the leave of absence was granted;
 - (b) the employee is laid off for a period in excess of twelve (12) months;
 - (c) the employee is recalled to work after a layoff and fails to advise the Employer within three (3) working days of the notice sent by double registered mail to the employee's last address on record with the Employer that the employee intends to return to work, or fails within that period of time to provide the employer with an acceptable reason for not returning and further, if an employee fails to return to work within a period of five (5) working days of being so notified to do so by the Employer;
 - (d) the employee quits or retires on the employee's own accord;

- (e) the employee is discharged for cause and is not reinstated through the grievance or arbitration procedure.
- 5.05 (a) In determining preference for vacant positions or transfers within the bargaining unit, the employer will consider the education, training, job knowledge, past performance and seniority of the applicants. When, in the opinion of the Employer, the necessary qualifications are met, seniority will be the deciding factor.
- (b) Bargaining unit employees will be given first consideration for vacancies within the bargaining unit. When a vacancy occurs, the Employer shall post the position in all work places in the bargaining unit for a minimum of five working days and may extend the notification of the employment opportunity outside the bargaining unit.
- 5.06 (a) The employee with the least seniority at a site shall, in the case of layoffs, be the first employee laid off provided that, in the opinion of the Employer, the remaining employees are qualified to perform the remaining work. Site is defined as a school, or in the case of Maintenance employees, the Maintenance Department.
- (b) The last employee laid off at a site shall be the first employee recalled provided that, in the opinion of the Employer, the employee being recalled has the qualifications to perform the available work.
- 5.07 The Employer shall provide to the Secretary Treasurer of the Union, not later than January 31 of each year, or such time as may be mutually agreed, a list of employee names showing their up-to-date seniority standing based on the most recent date of employment. The list shall be open to protest by employees for thirty (30) days from the date the list is provided. The list shall be deemed accurate after the thirty (30) day period provided no protest has been raised and shall not be subject to further protest.

6. **Grievance - Arbitration**

- 6.01 The parties agree that it is of the utmost importance to adjust complaints and grievances as quickly as possible. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact the Union to be present at the interview.
- 6.02 A grievance under this Agreement shall be defined as any difference or dispute between the Employer and any employee of the Employer, or between the Employer and the Union relating to the interpretation, application or administration of this Agreement, or an allegation that this Agreement has been violated.

6.03 The time limits set out for the processing of grievances shall be adhered to except in the case of mutual agreement in writing to alter the time limits. In the event the party filing the grievance does not process the grievance from one step to the next within the time limits stated the grievance shall be considered abandoned.

6.04 Complaint Stage

It is the mutual desire of the parties that complaints of employees shall be adjusted as quickly as possible. It is understood that an employee has no grievance until the employee's immediate supervisor is given an opportunity to adjust the complaint. Employees shall discuss complaints with their immediate supervisor within ten (10) working days after the circumstances giving rise to the complaint. Failing settlement by the immediate supervisor within five (5) working days, the complaint may then be taken up as a grievance within five (5) working days following advice of the immediate supervisor's decision in the following manner:

6.05 Step I

The employee, through the Union, may submit a written grievance, to their immediate supervisor. The Supervisor will deliver written decision within five (5) working days of the date on which the grievance was presented. Failing settlement then:

6.06 Step II

Within five (5) working days following the decision under Step I, the Union may submit the written grievance to the Secretary-Treasurer. The Secretary-Treasurer will deliver a written decision within five (5) working days of the date on which the written grievance was presented. Failing settlement, then:

6.07 Step III

Within ten (10) working days following the decision under Step II written application shall be made to the grievance committee of the Employer stating the grievance concerned and a hearing shall be granted by the grievance committee of the Employer within fifteen (15) working days of the application. Failing settlement, then:

6.08 Step IV

Within ten (10) working days following the decision under Step III, either party may notify the other in writing of its desire to submit the grievance to arbitration, provided the grievance has been properly processed according to the provisions required by the grievance procedure. Such written notice shall specify the nature of the grievance, the Article or Articles of this Agreement upon which the grievance is based, the redress sought and the name and address of the party's appointee to the Arbitration Board.

6.09 The recipient of the written notice specified in Step IV shall, within fifteen (15) working days following receipt of said notice, inform the other party of the

name and address of its appointee to the Arbitration Board. The two appointees shall, within ten (10) working days of the appointment of the second of them, appoint a third person as Chairman.

- 6.10 The Arbitration Board shall have no power to add to, subtract from, or modify any of the terms of this Agreement, or any other terms made supplemental hereto, or to arbitrate any matter not specifically provided for by this Agreement, or to enter any new provisions into this Agreement.

The Employer recognizes that the Union may require assistance from a representative of the National Union during the grievance meetings.

7. **Hours of Work**

- 7.01 This Article provides the basis for establishing work schedules and for the calculation and payment of overtime, but shall not be read or construed as a guarantee of hours of work per day or week or a guarantee of days of work per week. The Employer may vary the length of the work day or week or year as required to suit the needs of the school division subject to the earned vacation and overtime provisions of the agreement.
- 7.02 The normal work week of full time school based support employees covered by this Agreement shall not exceed a maximum of thirty - five (35) hours per week normally consisting of five (5) days of seven (7) hours each.
- 7.03 It is recognized that, due to the nature of the Employer's operations, employees may be required to perform work in addition to their normal hours.
- 7.04 An employee who is required to work hours that are in excess of their normal hours of work but are less than the hours required to qualify for overtime will receive their regular rate of pay for the hours worked.
- 7.05 An employee who is required to work hours that are in excess of their normal hours of work may choose to take time off with pay in place of regular pay for the hours worked or, in the case of overtime, in place of overtime pay. Each hour of overtime will entitle the employee to one hour of time off with pay to be scheduled by agreement between the employee and the employee's immediate supervisor.
- 7.06 Full time employees shall be allowed a fifteen (15) minute paid rest break in each half of their regular shift. Part time employees shall be provided a paid fifteen (15) minute rest break in each four (4) hour work period.
- 7.07 Employees shall be paid the hourly rate of pay for the hours worked according to the salary schedule contained in Article 19.

8. **Overtime**

- 8.01 Overtime is all time authorized by the Employer and worked by an employee in excess of eight (8) hours per day or in excess of forty (40) hours per week.
- 8.02 Overtime shall be paid at one and one-half (1 1/2) times the employee's regular rate.
- 8.03 An employee who is "called in" and required to work outside the employee's regular working hours shall be paid for a minimum of three (3) hours at the employee's regular rate. Additional related duties may be assigned to cover a three-hour period. The employee shall be paid from the time the employee reports for duty.

9. **General Holidays**

- 9.01 The following shall be considered General Holidays:

New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Heritage Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day. Employees shall receive normal pay for general holidays provided the employee has worked for the Employer for at least thirty (30) days during the preceding twelve (12) months and the employee is at work the day immediately preceding and the day immediately following such holiday unless the employee has been granted permission to be absent.

- 9.02 Employees shall be entitled to any other General Holiday proclaimed by the Employer and Provincial or Federal Government.
- 9.03 When a General Holiday falls on an employee's regular work day, the employee shall receive the day off with pay.
- 9.04 When a General Holiday falls on an Employee's regular work day and the employee is required to work, the employee shall receive the overtime rate of pay for all hours worked on the Holiday in addition to the employee's normal pay for the day.
- 9.05 When a General Holiday falls on a Saturday and/or Sunday, the previous Friday or the following Monday and/or Tuesday, as determined by the Employer prior to the start of the school year, shall be observed as the Holiday in lieu and the employee shall receive the day (s) off with pay or receive an extra days pay for the Holiday.

10. **Earned Vacation**

- 10.01 Employees shall be entitled to earned vacation with normal pay in accordance with employee's length of continuous service as provided in this Agreement.

10.02 Employees shall earn vacation time with pay as follows:

- (a) 0 to 1 years An employee with less than one (1) full year of continuous service with the Employer shall receive one (1) day vacation with normal pay for each completed month worked up to ten (10) days paid vacation, or, where the employee works less than twelve (12) continuous months, 4% of regular earnings.
- (b) 1 to 5 years An employee who has completed one (1) year of continuous service but less than five (5) full years' continuous service with the Employer shall receive ten (10) days vacation with normal pay, or, where the employee works less than twelve (12) continuous months, 4% of regular earnings.
- (c) 5 to 10 years An employee who has completed five (5) full years of continuous service or more with the Employer shall receive fifteen (15) days vacation with normal pay, or where the employee works less than twelve (12) continuous months, 6% of regular earnings.
- (d) 10 to 15 years An employee who has completed ten (10) full years of continuous service or more with Employer shall receive twenty (20) days' vacation with normal pay, or, where the employee works less than twelve (12) continuous months, 8% of regular earnings.
- (e) 15 to 20 years An employee who has completed fifteen (15) full years of continuous service or more with the Employer shall receive twenty-five (25) days vacation with normal pay, or, where the employee works less than twelve (12) continuous months, 10% of regular earnings.

10.03 If an employee does not work all the days he/she was scheduled to work, the Employer shall reduce the employee's vacation proportionately, according to the number of days the employee was expected to work but as specified in Articles 10, 11, and 12.

11. **Income Protection Against Illness**

11.01 Sick leave with pay shall be granted to all full time and part time employees who are eligible for coverage under the A.S.E.B.P. Extended Disability Plan

for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness or disability in accordance with the following schedule:

- (a) in the first two years of employment with the Employer, two working days per month of service.
- (b) following two years of service with the Employer, the employee shall be allowed up to ninety (90) calendar days per year.

11.02 Before payment for sick leave is made the Employee may be required to provide:

- (a) a declaration on a form 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 when the absence is for a period of over three (3) working days;
- (c) when sickness extends for a period of over one month, at the discretion of the Employer, a further medical certificate may be required at the end of each month for the duration of the illness.

11.03 (a) Notwithstanding 11.02, in instances where the employee has been continuously absent for a period of 60 or more calendar days, reinstatement of the sick leave entitlement may, at the discretion of the Employer, be made contingent on the employee providing a medical certificate, signed by a medical practitioner prior to the date of return, verifying that the employee is able to return to work on a continuing basis.

- (b) In addition, the 90 calendar days shall not be reinstated until the employee has been actively at work for 20 consecutive work days, unless the absence is a result of a new medical condition supported by a certificate signed by a medical practitioner. Should an employee be unable to fulfill the above requirement then sick leave shall only be available to the extent of the unused portion of the initially available 90 calendar days.

11.04 When an employee is directed to a specific doctor by the Employer, the Employer shall pay the cost of obtaining the medical certificate.

12. **Leaves of Absence**

12.01 Leaves of absence with and without pay and/or benefits require the written permission of the Employer. Applications for such absences must be submitted in writing at least one (1) week in advance to ensure consideration, except in the case of compassionate leave.

12.02 The Employer agrees that a maximum of two (2) Union representatives may attend meetings with the Employer for the purpose of grievance procedures at an arranged time. Such employees shall not suffer a loss of pay as the result of grievance procedure meetings.

12.03 Compassionate leave with pay shall be granted to employees as follows:

- (a) Not more than five (5) working days per occurrence due to critical illness or death of any one of the following legal relatives of the employee or spouse of the employee: spouse, child, parent, brother, sister, daughter-in-law, son-in-law or grandchild.
- (b) Not more than three (3) working days per occurrence due to the death of any one of the following legal relatives of the employee or spouse of the employee: grandparent, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, or any other relative who is a member of the employee's household.
- (c) A medical certificate may be required to validate the critical illness.
- (d) Not more than one day per occurrence to a maximum of two (2) operating days per school year, to attend the funeral of any one not previously mentioned in 12.03(a) or (b).

12.04 Employees are entitled to up to one (1) day of leave with full pay per school year for personal reasons. Prior approval of the Custodial Operations Coordinator must be obtained before such leave is taken.

12.05 Employees are entitled to up to five (5) days leave without pay per school year for personal reasons. Prior approval of the Custodial Operations Coordinator, must be obtained before such leave is taken.

12.06 Employees will be allowed the following leave with pay:

- (a) For one (1) day in the event of the birth of the employee's child or the adoption of a child by the employee;
- (b) For jury duty or for attending for selection purposes, or any summons related thereto;
- (c) To respond to a subpoena or notice to attend court in a criminal matter that is not related to the personal affairs of the employee. Employees must remit to the Employer any witness fee or jury stipend, excluding allowances and/or expenses as set by the court or other body;
- (d) Maternity Leave
The Employer shall continue its contribution toward benefit premiums during the health related portion of maternity leave and employees shall have access

to the Employer's supplementary unemployment insurance benefit plan for the health related portion of the leave in accordance with the terms of the Sub Plan.

- (e) **Maternity and Parental Leave**
Maternity and parental leave without pay and without benefits shall be provided in accordance with the Employment Standards Code. Employees shall be able to continue the benefit plans pursuant to master policies during maternity and parental leave providing the employee pays the entire premium.

13. **Health and Welfare**

13.01 All employees working in excess of 15 hours per week shall be covered under the following plans under the Alberta School Employee Benefit Plan (A.S.E.B.P.) in accordance with the Plan provisions:

- (a) Extended Health Plan 1
- (b) Life Insurance Plan 2
- (c) Extended Disability Plan D
- (d) Dental Plan 3
- (e) Vision and Hearing Aid Care – Plan 3

13.02 The Employer will contribute toward the monthly premium of each plan as follows:

Alberta Health Care – 98%
Life and AD&D – 98%
Extended Disability Benefit – 98%
Extended Health – 98%
Dental Care – 98%
Vision and Hearing Aid Care – 98%

13.03 It is understood that participation in the Alberta School Employee Benefit Plan – Extended Health Care, Plan 1, Dental Care, Plan 3, Vision and Hearing Aid Care, Plan 3 and Alberta Health Care is not a condition of employment. Where there is a duplication of benefits because the spouse of an employee has the benefit plan or a similar plan, the employee may be exempted from the plan(s).

13.04 The Employer's contribution shall be prorated for part time employees.

13.05 In consideration for the above noted plan(s), the Union agrees that all Employment Insurance premium reductions will revert to the Employer for its sole use.

13.06 Eligible employees will have access to the Local Authorities Pension Plan in accordance with Division and Alberta Pension Administration policy.

13.07 The Employer will contribute an amount per employee to a Health Spending Account, prorated for employees working less than a full-time equivalent, according to the following schedule. The HSA plan year will be September through August.

September 1, 2016	\$325
September 1, 2017	\$325
September 1, 2018	\$325
September 1, 2019	\$325

13.08 The Employer shall provide appropriate coveralls and appropriate footwear for summer cleaning.

14. **Occupational Health & Safety**

14.01 The parties to this Collective Agreement will co-operate in the matter of occupational health, safety and accident prevention and the Employer agrees to provide safety equipment when required and to install devices where necessary.

14.02 An employee's rights shall be respected in accordance with the *Occupational Health and Safety Act*. Employees shall have the right to refuse work that is unsafe to that employee, until the unsafe conditions are removed.

14.03 It shall be the duty of every employee to report immediately to his supervisor any work-related accident or apparent unsafe working condition or practice.

14.04 If an employee is a member of the Employer's Joint Health and Safety Committee, the basic rate of pay will be paid to the employee for time spent on approved business of the Committee.

15. **Duration**

15.01 This agreement shall, except where otherwise specified, take effect on September 1, 2016 and shall remain in effect until August 31, 2020.

15.02 Either party may give to the other not less than sixty (60) days nor more than one hundred fifty (150) days prior to the termination of this Agreement a notice in writing of its intention to commence collective bargaining. At the first meeting between the parties following such notice, the parties shall exchange proposals containing all amendments sought.

16. **Personnel Records**

16.01 Subject to the provisions of the Freedom of Information and Protection of Privacy (FOIPP) legislation, an employee shall, with five (5) working days notice, have the right to review the employee's personnel records. The

- 19.03 A casual or temporary employee shall be paid the starting rate for the position for which the employee is hired.
- 19.04 After successful completion of six months employment, the employee's rate of pay will be advanced to the "6 Mos" rate on the applicable grid.
- 19.05 Non-union employees who transfer to an equivalent position within the bargaining unit will have their years of service considered for placement on the Salary Schedule.
- 19.06 For all new employees hired after January 1, 2003, on September 1 or February 1 following the first full year of service, and each September 1 or February 1 thereafter, the employee's rate of pay will be advanced to the next step on the grid.

Dated at _____, Alberta this ____ day of _____, 2017

SIGNED ON BEHALF OF THE
PRAIRIE ROSE SCHOOL DIVISION

SIGNED ON BEHALF OF
CUPE LOCAL 829

LETTER OF UNDERSTANDING
BETWEEN PRAIRIE ROSE SCHOOL DIVISION NO. 8
AND
CUPE LOCAL 829

The parties hereby acknowledge that there have been historical differences in wages among the custodial staff employed by Prairie Rose School Division No. 8. The wage increases offered in this contract are meant to respond to these historical differences. The parties commit to continue to respond to these differences in subsequent negotiations.

Dated this _____ day of _____, 2017

SIGNED ON BEHALF OF THE
PRAIRIE ROSE SCHOOL DIVISION

SIGNED ON BEHALF OF
CUPE LOCAL 829

/bm
Cope#491
26Jan17

LETTER OF UNDERSTANDING
BETWEEN PRAIRIE ROSE SCHOOL DIVISION NO. 8
AND
CUPE LOCAL 829

The Employer agrees to pay a one-time signing bonus of \$500 to each employee listed on the September 30, 2017 union dues roster, to be paid on the pay day next following ratification by both parties.

Dated this _____ day of _____, 2017

SIGNED ON BEHALF OF THE
PRAIRIE ROSE SCHOOL DIVISION

SIGNED ON BEHALF OF
CUPE LOCAL 829

/bm
Cope#491
26Jan17