

COLLECTIVE AGREEMENT

BETWEEN

CANADIAN ROCKIES REGIONAL DIVISION #12



(Hereinafter referred to as the "Employer")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 37



(Hereinafter referred to as the "Union")

September 1, 2012 through August 31, 2016



Canadian Office &
Professional Employees
Local #491

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THIS AGREEMENT IS MADE THIS 30 DAY OF JULY, 2013

BETWEEN:

CANADIAN ROCKIES REGIONAL DIVISION #12
(hereinafter called "THE EMPLOYER")

OF THE FIRST PART

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, SUB-LOCAL #37
Chartered by the Canadian Union of Public Employees,
(hereinafter called "THE UNION")

OF THE SECOND PART

1. PREAMBLE

1.01 WHEREAS it is the desire of both parties of this Agreement:

- a) To maintain the existing harmonious relations of employment between the Employer and the Union;
- b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages;
- c) To encourage efficiency in operation;
- d) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

1.02 AND WHEREAS it is the desire that methods of bargaining and all matters pertaining to the work conditions of the employees be drawn up in an Agreement;

IT IS AGREED AS FOLLOWS:

2. RECOGNITION

- 2.01 a) The Employer, or anyone authorized to act on its behalf recognizes the Canadian Union of Public Employees, Sub-Local #37 as the sole Collective Bargaining Agent for the unit of employees as described in Certificate #244-95 issued by the Alberta Labour Relations Board. Positions identified as managerial or administrative in nature shall not be deemed to be included as part of the Bargaining Unit.

- b) Upon thirty (30) days' notice by the Union, but no more than once per year, the Employer shall provide an updated list of employees' names, addresses and phone numbers.

3. CONTRACTING OUT

- 3.01 No employee(s) shall lose their employment, nor suffer a reduction in regular wages or hours of work, as specified in this Collective Agreement, as a result of Contracting Out. All current employees, covered by this Collective Agreement, hours of work shall be maintained.

4. DISCRIMINATION

- 4.01 The Employer and the Union agree not to discriminate against any employee covered by this Agreement with respect **to the protected grounds provided for in Human Rights legislation or the Alberta Labour Relations Code. Such protected grounds for discrimination include, but are not limited** to race, colour or **national or ethnic origin**, or by reason of his membership or non-membership in a labour union.

5. DUES DEDUCTION

- 5.01 Monthly union dues of Sub-Local #37, CUPE, shall be deducted from every employee covered by Certificate #244 - 95 issued by the Alberta Labour Relations Board and forwarded to the Secretary-Treasurer of the Sub-Local by the fifteenth (15th) day of the following month.
- 5.02 Union dues deduction shall be included on the employee's T-4 Slip.

6. SENIORITY

- 6.01 Seniority is defined as length of service with the Employer from the last date of hire. The Employer shall maintain an up-to-date list of commencement of employment and shall supply the Union with a copy of this list in October of each year. An employee hired prior to November 30, 2010 shall serve a probationary period of five hundred (500) straight time hours worked from date of hire. An employee hired after November 30, 2010 shall serve a probationary of one thousand four hundred and forty (1440) straight time hours worked from date of hire. The employment of such employees may be terminated at any time during the probationary period, without recourse to the Grievance Procedure or Arbitration.

- 6.02 Seniority shall not accrue during periods of lay-off. A laid-off employee's seniority shall be maintained for a period of one (1) year.
- 6.03 Loss of Seniority
An employee shall lose seniority only in the event:
- a) The employee is laid-off for a period of more the one (1) year.
 - b) The employee fails to return to work within seven (7) calendar days when recalled from lay-off.

7. PROMOTION

- 7.01 a) Prior to filling any job which falls within the terms of this Agreement, the Board shall inform caretaking staff through the local representative within the Bargaining Unit. Applications received from current employees who are part of the Bargaining Unit shall be considered prior to consideration being given to all other applications.
- b) The Employer shall post vacant positions or newly created positions for seven (7) days.
- 7.02 Promoted employees shall be on a trial period of two hundred (200) hours worked. Should employee be judged by the Employer to be unsatisfactory or should the employee, during the trial period, decide not to continue in the new position, the employee shall be returned to the employee's former position and former wage rate.
- 7.03 In promotion of employees where the Board feels ability and qualifications are equal, seniority will govern.

8. LAYOFF AND RECALL

- 8.01 A layoff shall be defined as a reduction in the work force or a reduction in the normal hours of work as defined in this Agreement.
- 8.02 Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off employees shall be laid off in the reverse order of their seniority provided they have the required qualifications to perform the work that is available.
- 8.03 Employees shall be recalled in the order of their seniority provided they have the required qualifications to perform the work that is available. Recall shall be deemed to have been carried out upon delivery of a double registered letter to the last known address of the employee.

8.04 No new employees shall be hired until those employees on lay-off have been given the opportunity of recall. **Recall rights shall terminate following twelve (12) consecutive months of lay-off.**

8.05 **Where additional hours are available to increase existing part-time full-time equivalencies, such hours will first be offered in the following order:**

a) **to regular part-time employees, based on seniority, within the school where the hours are available; then**

b) **to regular part-time employees, based on seniority, from other school sites; and then**

c) **to laid-off employees with recall rights, based on seniority.**

9. GRIEVANCE PROCEDURE

9.01 The Employer acknowledges the right of the Union to appoint, or otherwise select, a Grievance Officer who shall be an employee of the Employer and the appointment of such Grievance Officer shall be communicated to the Employer.

9.02 Should a dispute arise between the Employer and any Employee(s) regarding the interpretation, meaning, operation, or application of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, an earnest effort shall be made to settle the dispute in the following manner:

Step 1 Within fourteen (14) days of the alleged occurrence of a possible dispute, an attempt shall be made to verbally settle disputes between the Employee and immediate supervisor. Upon failure to settle dispute with the immediate supervisor within three (3) days, the aggrieved Employee shall submit the grievance to the Grievance Officer.

Step 2 If the Grievance Officer of the Union considers the grievance to be justified, the Employee(s) concerned, together with the Grievance Officer, shall first seek to settle the dispute with the Secretary-Treasurer who will answer within five (5) working days.

Step 3 Failing agreement being reached in Step 2, application shall be made to the Employer in writing, stating the grievance concerned and a hearing shall be granted with the Superintendent following the application.

Step 4 Failing satisfactory settlement within five (5) working days after the hearing at Step 3, with the Superintendent, the Employer or the Union, on giving five (5) working days notice in writing to the other party of their intention, may refer the dispute to arbitration.

- 9.03 Where a dispute involving a question of general application or interpretation occurs, the Employer and the Union may agree to by-pass Steps 1 and 2 of this Article provided that notice is given within fourteen (14) days of the alleged grievance.
- 9.04 Replies to grievances shall be in writing except in regards to Steps 1 and 2.
- 9.05 Grievances settled within the time allowed shall date from the time the grievance was filed.
- 9.06 The Employer shall supply the necessary facilities for the grievance meetings.

10. ARBITRATION

10.01 Composition Of Board Of Arbitration

When either party requests that a grievance be submitted to Arbitration, the request shall be made in writing addressed to the other party of the Agreement. Within five (5) days thereafter, exclusive of Saturday, Sundays and Holidays, each party shall name an arbitrator to an Arbitration Board and notify the other party of the name and address of its appointee. If the recipient of the notice fails to appoint an arbitrator, or if the two appointee fail to agree upon a Chairman within five (5) days, exclusive of Saturdays, Sundays and Holidays, the appointment shall be made by the Minister of Labour upon the request of either party.

10.02 Who May Be An Arbitrator

No person shall be selected as a member of an Arbitration Board who:

- a) is acting, or has within a period of six (6) months preceding the date of his appointment, acted in the capacity of solicitor, legal advisor, counsel or paid agent of either of the parties.
- b) has any pecuniary interest in the matters referred to the Board.

10.03 Board Procedure

The Board of Arbitration may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representation to it. The Board shall commence its proceedings within five (5) days, exclusive of Saturdays, Sundays and Holidays, after the Chairman is appointed. It shall hear and determine the difference or allegation and render a decision within fourteen (14) days from the time the Chairman is appointed. The decision of a majority shall be the decision of the Board.

10.04 Expenses of the Board of Arbitration

Each party shall pay:

- a) The fees and expenses of the arbitrator it appoints;
- b) one-half the fees and expenses of the Chairman.

10.05 Amending of Time Limits

Time limits set out for processing of grievances and arbitrations shall be adhered to except in the case of mutual agreement in writing to alter the time limits. If the grievant fails to comply with the provisions of the grievance procedure, the grievance is at an end. If the respondent fails to comply with the provision of this procedure the grievance proceeds to the next step.

10.06 Witnesses

At any stage in the grievance or arbitration procedure the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

10.07 The Arbitration Board shall not be empowered to alter or amend any of the terms of this Agreement. However, in grievances concerning discipline, the Arbitration Board shall have the right to alter or amend any penalty or disciplinary action imposed by the Employer.

11. HOURS OF WORK

11.01 The normal work week shall consist of forty (40) hours as specified by the Board. Extended hours during the summer months and other holiday periods may be instituted by mutual agreement. Overtime shall not apply.

- 11.02 During the months of July and August the normal work week shall consist of thirty-eight (38) hours with maintenance of forty (40) hours pay.
- 11.03 All employees shall be permitted a twenty (20) minute rest period both in the first and second half of the shift.
- 11.04 A shift premium of .35¢ per hour shall be paid for shifts scheduled outside the normal work day.

12. OVERTIME

- 12.01 All overtime shall be paid at the rate of time and one-half (1 1/2) for the first three (3) hours and double time (x2) thereafter in any one day.
- 12.02 Where an employee is required by the Employer to check schools on Saturdays, Sundays or Holidays, the Employer shall pay to such employee the sum of twenty dollars (\$20.00) per day.

13. HOLIDAYS

- 13.01 The following shall be paid holidays for employees covered by this Agreement:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day *
Victoria Day	Christmas Day
Canada Day	Boxing Day
First Monday in August	

In order to be paid for a paid holiday, an employee must be at work or on an approved leave of absence with pay on his last working day preceding and first working day following the paid holiday.

With the exception of Remembrance Day, if one of these holidays should fall on a regularly scheduled day off or during an employee's vacation period the employee shall be granted one day's pay in lieu of holiday or a day off mutually agreed to. Time off or payment must be taken prior to the next regular vacation.

* Where Remembrance Day falls on a day that is normally a day off for an employee, no pay or day off in lieu for the holiday shall accrue.

Employees shall be entitled to two (2) days floater holiday with pay per year. The day chosen must be mutually agreed between the employee and Custodian Supervisor.

14. VACATION

14.01 During the first two years of service employees shall be granted two (2) weeks vacation with pay to be paid on the basis of 4% of regular earnings. After three years service, employees shall be granted three (3) weeks vacation to be paid on the basis of 6% of regular earnings. After eight (8) years service, employees shall be granted four (4) weeks vacation to be paid on the basis of 8% of regular earnings.

For each year after twenty (20) years service, employees shall receive one (1) day per year to a maximum of five (5) days to be paid on the basis of 0.4% for each day.

15. SICK LEAVE

15.01 Sick leave is defined as a period of time an employee is absent from work due to a disability or illness for which an employee is not eligible for Workers' Compensation.

15.02 This sick leave shall be granted to permanent employees who have not less than six (6) months continuous service with the Board.

15.03 Sick leave shall be granted to eligible employees on the basis of one and one-half (1.5) working days per month (prorated for part months worked). The unused portion of sick leave in any one year may be accumulated to a maximum of seventy (70) working days.

15.04 The daily rate of sick leave pay shall be 100% of regular rate of pay.

15.05 If sick or disabled for more than two (2) consecutive days employees may be asked to produce a Doctor's certificate.

15.06 A record of unused sick leave will be maintained by the Board. Employees will be advised at the end of January of the amount of unused sick leave to each employee's credit, as of December 31 of the prior year.

15.07 Upon resignation or dismissal, all unused sick leave shall be cancelled.

15.08 Illness in the Family

When no one other than the Employee can provide for the needs of an immediate family member who is critically ill, an Employee is eligible for up to a maximum of five (5) days of sick leave per occurrence to care for the member of the family. Requirements of Article 15 shall apply. Immediate family members shall be those as described in Article 16.01.

16. LEAVE OF ABSENCE

16.01 Bereavement Leave

An employee shall be granted up to four (4) days leave without loss of salary, in the case of the death of parent, wife, husband, brother, sister, son/daughter, grandparent, father-in-law or mother-in-law. Travelling time may be granted at the discretion of the Board. In the case that the death of any of these relatives occurs while an employee is on vacation, the employee shall be eligible to replace vacation days with the bereavement leave granted under this clause, provided the employee notifies the Employer prior to the funeral. Such vacation so displaced shall be credited to the employee for use at a later time.

16.02 General Leave

Additional leave for any other purpose may be granted at the discretion of the Board with pay, without pay or without pay and benefits.

16.03 Court Leave

Leave shall be granted to employees subpoenaed or summonsed to appear for jury or witness duty, for other than a case instituted by the employee, and the employee shall forward any witness or jury pay to the Board.

16.04 Maternity Leave

An employee shall be granted Maternity Leave in accordance with the Employment Standards Code. During the currency of the statutory maternity leave the Board will continue the employee's participation in the insurance benefit plans in accordance with the provisions of the plan and will continue to pay its portion of the premiums.

During the health related portion of maternity leave the employee shall access the Board's 95% supplementary unemployment insurance benefits (S.U.B.) plan in lieu of salary to the maximum of their accumulated sick leave entitlements.

At the conclusion of the Maternity Leave and, upon application to the Superintendent of Schools, either parent may be granted leave of absence without pay and benefits for such period as may be mutually agreed to by the employee and the Superintendent of Schools. The employee shall have the option of maintaining, at the employee's own expense, participation in the various insurance plans in accordance with the provisions of the plan.

16.05 Adoption Leave

An employee shall be granted adoption leave in accordance with the Employment Standards Code. During the currency of the statutory adoption leave the employee shall have the option of maintaining, at the employees own expense, participation in the various insurance plans in accordance with the provisions of the plan.

At the conclusion of the Adoption Leave and, upon application to the Superintendent of Schools, the employee may be granted leave of absence without pay and benefits for such period as may be mutually agreed to by the employee and the Superintendent of Schools. The employee shall have the option of maintaining, at the employee's own expense, participation in the various insurance plans in accordance with the provisions of the plan.

16.06 Collective Bargaining Leave

No more than two (2) employees shall be approved by the Employer to attend collective bargaining meetings as scheduled between the Employer and the Union to negotiate a new collective agreement. The Employer agrees to pay the wages and benefits of the employees attending collective bargaining meeting and invoice all costs for such employees to the Union.

17. SAFETY

17.01 The Union and the Employer shall cooperate in continuing and perfecting the safety measures now in effect.

17.02 The Employer agrees to set up a Joint Occupational Health and Safety Committee.

18. PAYMENT OF WAGES

18.01 Pay day shall be the third to last banking day of each month. Pay shall be in accordance with Schedule A of this Agreement.

18.02 Vacation pay shall remain as per present practice.

18.03 If an employee substitutes on any job during the absence of another employee for one (1) day or more, he shall receive the rate for the job, or his regular rate, whichever is the greater.

19. PENSION PLAN

19.01 It is agreed that the present pension plan with the Local Authorities Pension Plan will be continued.

20. MANAGEMENT RIGHTS

20.01 The Union recognizes that the Employer shall have the sole and exclusive right, except as otherwise specifically limited by the express provisions of this Collective Agreement, to determine all matters pertaining to the conduct of its management of the Employer and its affairs, and that the direction of the working forces is fixed exclusively on the Employer and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive right of the Employer to:

- a) maintain order and efficiently;
- b) hire, retire, discharge, promote, demote, classify, transfer, lay off, recall, suspend or otherwise discipline employees;
- c) make, enforce and alter from time to time rules and regulations to be observed by the employees.

21. WELFARE BENEFITS

21.01 a) The Employer will provide the following benefits, subject to the terms and conditions of the applicable contracts and/or government regulations:

- Life & Accidental Death and Dismemberment
- Extended Disability
- Extended Health Care
- Dental Care
- Vision Care
- Alberta Health Care

The parties agree to reference the specific ASEBP plan numbers for each of the applicable benefits.

b) Effective September 1, 2008. The Employer will pay 85% and employees shall pay 15% of the premium costs for the benefits under clause 21.01 (a)

21.02 It shall be a condition of employment for all employees to participate in the Alberta School Employee Benefit Plan (**ASEBP**) and Alberta Health Care Insurance. **Nothing in this collective agreement precludes the Employer from securing a benefit plan thorough an alternate carrier, provided the overall plan is considered equivalent or greater to that provided for in this collective agreement. Should the Employer choose to change benefit carriers, they shall notify the Union in writing with a minimum of 30 calendar days notice.**

21.03 The Employer agrees to continue its portion of premium contributions toward the benefit plans while an employee is receiving sick leave pay or is on a leave of absence of thirty (30) days or less.

Thereafter, the Employer contributions shall cease however, providing the policies of the insurance carrier allows, an employee may maintain coverage by paying 100% of the premium contributions.

21.04 Benefits are applicable to employees once the required probationary period is completed as per Article 6.01. To be eligible for welfare benefits, the regular part-time employee must work a minimum of fifteen (15) hours per week.

22. TERM OF AGREEMENT

22.01 This Agreement shall be binding and remain in effect from **September 1, 2012 to August 31, 2016**, and shall continue from year to year thereafter, unless either party gives to the other party notice in writing, not more than one hundred and twenty (120) days and not less than sixty (60) days from the termination date in the year that it desires its termination or amendment.

22.02 Either party desiring to propose changes or amendment to this Agreement shall within the above stated period, give notice in writing to the other party with a list of the changes or amendments proposed.

22.03 Any changes deemed necessary to this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

23. DEFINITIONS

23.01 "Regular Employee" shall mean an employee who occupies a regular position established by the employer as per Article 11 and has completed the required probation period.

"Probationary Employee" is a newly hired employee who occupies a regular position established by the employer and who is serving the required probationary period.

"Casual employee" is an employee who is utilized in on-call relief situations, to cover such work as sick leave, leave of absence, vacation etc. For casual employees, other than those benefits required by law (start rate in Schedule A and the grievance procedure), no other provisions of the Collective Agreement shall apply.

24. SERVICE PAY

24.01 In recognition of long service with the Canadian Rockies School Division #12:

- \$15 per month additional pay after 15 years of service
- \$20 per month additional pay after 20 years of service

to be paid out once per year in December.

SIGNED ON BEHALF OF
CANADIAN ROCKIES REGIONAL
DIVISION #12

[Redacted Signature]

Superintendent

[Redacted Name]

Secretary-Treasurer

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL #37

[Redacted Signature]

President

[Redacted Name]

Recording Secretary

[Redacted Name]

Treasurer

CANADIAN ROCKIES REGIONAL DIVISION #12

SCHEDULE "A"

Effective September 1, 2012 to August 31, 2016

JOB TITLE	September 1, 2012	September 1, 2013	September 1, 2014	September 1, 2015
CUSTODIAN				+3%
Step 1	\$19.44	\$19.44	\$19.44	\$19.63
Step 2	\$20.89	\$20.89	\$20.89	\$21.52
Step 3	\$22.34	\$22.34	\$22.34	\$23.01
HOUSEKEEPER				
Step 1	\$16.83	\$16.83	\$16.83	\$17.33
Step 2	\$18.13	\$18.13	\$18.13	\$18.67
Step 3	\$19.41	\$19.41	\$19.41	\$19.89

Step 1: Up to 1,500 Straight time hours worked

Step 2: 1,501 to 3,000 straight time hours worked

Step 3: More than 3,000 straight time hours worked

- Note:
1. Casual rate of pay is Step 1.
 2. The Job Descriptions for classifications of Housekeeper and Custodian shall be as contained in the board administrative procedure handbook.

LETTER OF UNDERSTANDING
BETWEEN
CANADIAN ROCKIES REGIONAL DIVISION #12
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL SUB 37

RE: CONTRACTING OUT

Notwithstanding clause 3.01 regarding contracting out, the parties agree, for the term of this agreement, vacancies created by attrition within this bargaining unit shall not be replaced with contracted services. Nothing in this agreement prohibits the Employer from determining the number of positions or full-time equivalencies required for custodial services. The normal layoff processes would apply in such circumstances. This letter of understanding shall expire and have no further force or effect as of August 31, 2016.

SIGNED ON BEHALF OF
CANADIAN UNION OF PUBLIC
EMPLOYEES SUB LOCAL 37

[Redacted signature]

[Redacted signature]

[Redacted signature]

SIGNED ON BEHALF OF
CANADIAN ROCKIES REGIONAL
DIVISION #12

[Redacted signature]

[Redacted signature]

DATE: 30 July 2013



Canadian Rockies Regional Division No. 12

618 – 7th Avenue
Canmore, AB,
T1W 2H5
Tel: (403) 609-6072
Fax: (403) 609-6071

July 11, 2013

Mr. Tony Miotti
CUPE National Representative
Canadian Union of Public Employees
24N 3015 5th Avenue N.E.
Calgary, AB T2A 6T8

Dear Tony:

Re: Commitment Letter – CUPE Local 37, Canadian Rockies Public Schools

As was discussed during our collective agreement negotiations, Canadian Rockies Public Schools provides this commitment letter regarding a process for discussions if the government announces new unrestricted funding. The following statement is contained in the Memorandum of Agreement signed on May 6, 2013:

Effective September 1, 2014, and following written request by the Union, the Employer is willing to enter into discussions regarding salaries, provided the government has announced and provided additional funding for school jurisdictions, and without restrictions that would prohibit such funding from being used to address salaries. Additionally, or alternatively, the parties may discuss the potential for increasing hours available for custodial services to the extent such additional funding is available. This commitment is in recognition of the unique circumstances the parties find themselves in at this time, and with the knowledge of the framework agreement being contemplated for teacher settlements. Such commitment may not be a consideration in any future discussions and represents a one-time only commitment.

Yours sincerely,

Dave MacKenzie
Secretary-Treasurer