

COLLECTIVE AGREEMENT

BETWEEN

THE CANADIAN ROCKIES SCHOOL DIVISION



AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 37 - 01



Expiry Date: August 31, 2021

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COLLECTIVE AGREEMENT

BETWEEN:

THE CANADIAN ROCKIES SCHOOL DIVISION
(hereinafter called "THE EMPLOYER")

PARTY OF THE FIRST PART

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, SUB-LOCAL #37 - 01
Chartered by the Canadian Union of Public Employees,
(hereinafter called "THE UNION")

PARTY OF THE SECOND PART

PREAMBLE

WHEREAS it is the desire of both parties of this Collective 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.**

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 Collective Agreement;

IT IS AGREED AS FOLLOWS:

ARTICLE 1 - DEFINITIONS

- 1.01 **Regular Full-Time Employee** – A regular full-time employee is an employee who is employed to fill a regular full-time position established by the Employer and works the full-time hours of work as set out under Article 11.
- 1.02 **Regular Part-Time Employee** - A regular part-time employee is an employee who is employed to fill a regular part-time position established by the Employer and who on a daily or weekly basis works less than the hours of a regular full-time employee. Wages, benefits, and other provisions of this Collective Agreement shall be prorated according to the proportion that weekly hours of work bear to the weekly hours of work of regular full-time employees. To be eligible for insurance benefits a regular part-time employee must work more than 15 hours per week.
- 1.03 (a) **Probationary Employee** – A probationary employee is a regular employee who is serving the required probationary period under clause 1.03 (b).
(b) A regular employee shall serve a probationary period of one thousand four hundred and forty (1440) straight time hours worked from date of hire. The employment of a regular employee may be terminated at any time during the probationary period and such action by the Employer shall not be the subject of any grievance, nor subject to any grievance procedure or arbitration proceeding.
- 1.04 (a) **Casual Employee** – A casual employee is an employee who is utilized in an on-call relief situation to cover such work as sick leave, leave of absence, vacation, etc.
(b) For casual employees, other than those benefits required by law, the start rate in Schedule A and the grievance procedure, no other provisions of this Collective Agreement shall apply.
- 1.05 **Employee** – When employee is used in the Collective Agreement it means “regular employee” unless otherwise stated.

ARTICLE 2 - RECOGNITION

- 2.01 a) The Employer, or anyone authorized to act on its behalf recognizes the Canadian Union of Public Employees, Local #37 - 01 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.

2.02 The Employer and the Union agree that all employees shall provide a minimum of two (2) full weeks of notice of their intention to terminate employment in order to terminate in good standing.

ARTICLE 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.

ARTICLE 4 - DISCRIMINATION

4.01 The Employer and the Union agree not to discriminate against any employee covered by this Collective 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.

ARTICLE 5 - DUES DEDUCTION

5.01 Monthly union dues of Local #37 - 01, 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 Local #37 - 01 by the fifteenth (15th) day of the following month.

5.02 Union dues deduction shall be included on the employee's T-4 Slip.

ARTICLE 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.
- 6.02 Seniority shall be lost and employment is deemed terminated:
- a) when an employee fails to return to work within seven (7) calendar days when recalled from layoff.
 - b) when an employee is laid off for a period of more than one (1) year.
 - c) after twelve (12) consecutive months of inactive service with the Employer.
 - d) upon termination.
 - e) upon resignation.
 - f) upon retirement.

ARTICLE 7 - PROMOTION

- 7.01 a) Prior to filling any job which falls within the terms of this Collective Agreement, the Employer 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) Subject to clause 2.02, the Employer shall post vacant positions or newly created positions for seven (7) days calendar 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 Employer feels ability and qualifications are equal, the senior applicant shall be awarded the regular position.

ARTICLE 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 Collective 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 the remaining employees 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 seven (7) calendar days following the registration of a 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.

ARTICLE 9 - GRIEVANCE PROCEDURE

- 9.01 The Employer acknowledges the right of the Union to appoint, or otherwise select, Union Stewards who shall be an employee(s) of the Employer and the appointment of Union Stewards 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 Collective Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Collective Agreement has been violated, an earnest effort shall be made to settle the dispute in the following manner:
- Step 1 - Within fourteen (14) calendar 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 the dispute with the immediate

supervisor, within seven (7) calendar days, the aggrieved Employee shall submit the grievance to the appropriate Union Steward or Union official.

Step 2 - Failing agreement at Step 1, if the Union considers the grievance to be justified, the Employee(s) concerned, together with the Union Steward or Union official, shall first submit the grievance in writing stating the grievance concerned to the Employer's Secretary-Treasurer within fourteen (14) calendar days of the alleged occurrence of a possible dispute. The Employer shall render a decision in writing to the Union within seven (7) calendar days of receipt of the grievance. If requested, a hearing shall be held at this step.

Step 3 - Failing agreement being reached in Step 2, application may be made to the Employer's Superintendent in writing within seven (7) calendar days of the Employer's response at Step 2, stating the grievance concerned and a hearing shall be granted with the Superintendent or designate following the application. The Superintendent or designate shall render a decision in writing to the Union within seven (7) calendar days following the hearing.

Step 4 - Failing satisfactory settlement at Step 3, within thirty (30) calendar days following the written decision at Step 3, the Employer or the Union, 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) calendar days of the alleged grievance.
- 9.04 Replies to grievances shall be in writing except for Step 1.
- 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.
- 9.07 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 Union 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.

ARTICLE 10 - ARBITRATION

10.01 Composition of the Board of Arbitration

When either party requests that a grievance be submitted to Arbitration, the request shall be made in writing, within the aforesaid thirty (30) calendar days in Step 4, addressed to the other party of the Collective Agreement and naming their appointee to an Arbitration Board, along with the address of their appointee. Within fourteen (14) calendar days, the other party shall provide the name and address of its appointee. If the recipient of the notice fails to appoint their appointee, or if the two appointees fail to agree upon a Chair within thirty (30) calendar days, the appointment shall be made by the Director of Mediation, upon the request of either party.

10.02 Procedure of the Board of Arbitration

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 decision of a majority shall be the decision of the Arbitration Board.

10.03 Expenses of the Board of Arbitration

Each party shall pay:

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

10.04 The Arbitration Board shall not be empowered to alter or amend any of the terms of this Collective 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.

10.05 As an alternative to the above outlined three-person Arbitration Board, the Employer and the Union may by mutual agreement in writing, appoint a single arbitrator who shall then constitute the Arbitration Board.

ARTICLE 11 - HOURS OF WORK

11.01 The normal work week shall consist of forty (40) hours as specified by the Employer. 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 workday.

ARTICLE 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.

ARTICLE 13 - HOLIDAYS

13.01 The following shall be paid holidays for employees covered by this Collective 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.

ARTICLE 14 – VACATION

14.01 During the first two years of service employees shall be granted to 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.

ARTICLE 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 Employer.

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 Employer. 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.

ARTICLE 16 - LEAVE OF ABSENCE

16.01 Critical Illness Leave and Bereavement Leave

An employee shall be granted up to

- a) three (3) days leave without loss of salary, in the case of critical illness, and/or
- b) four (4) days leave without loss of salary, in the case of the death of parent, wife, husband, brother, sister, son/daughter, grandchild, grandparent, father-in-law, mother-in-law, brother-in-law or sister-in-law.

Travelling time may be granted at the discretion of the Employer.

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.

Before payment is made under this Article, the Employer may require a medical certificate stating that critical illness was the reason for the absence. Critical illness when used in this Collective Agreement shall mean a life threatening illness requiring the attendance of the employee in a care giving capacity.

16.02 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 Employer 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 Employer's 95% supplementary unemployment insurance benefits (S.U.B.) plan in lieu of salary to the maximum of their accumulated sick leave entitlements.

16.03 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.

16.04 Parental Leave

An employee shall be granted parental leave in accordance with the Employment Standards Code. During the currency of the statutory parental leave 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 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 Employer.

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.

16.07 General Leave

Additional leave for any other purpose may be granted at the discretion of the Employer:

- a) with pay and with benefits,
- b) with pay and without benefits,
- c) without pay and with benefits, or
- d) without pay and without benefits.

ARTICLE 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.

ARTICLE 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 Collective Agreement.
- 18.02 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.

ARTICLE 19 - PENSION PLAN

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

ARTICLE 20 - MANAGEMENT RIGHTS

- 20.01 Except as otherwise specifically limited by the express provisions of this Collective Agreement, the Union recognizes that the Employer shall have the sole and exclusive right 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 in 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.

ARTICLE 21 - 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, Plan 2
 - Extended Disability, Plan D
 - Extended Health Care, Plan 1
 - Dental Care, Plan 3

- Vision Care, Plan 3

c) 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). Effective January 1, 2020, the Employer will pay 90% and employees shall pay 10% of the premium costs for the benefits under clause 21.01 (a).

- 21.02 a) 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.
- b) In accordance with the terms of the insurance carriers, an employee may be exempted from participation in the Extended Health Care plan, the Dental plan, or the Vision Care plan provided the employee provides proof of participation in these or similar plans elsewhere.
- c) Nothing in this Collective Agreement precludes the Employer from securing a benefit plan through 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 thirty (30) calendar days of 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 and the employee may maintain coverage by paying 100% of the premium contributions, provided the policies of the insurance carrier(s) permit.
- 21.04 Benefits are applicable to employees once the required probationary period under this Collective Agreement is completed. To be eligible for benefits, the regular part-time employee must work a minimum of fifteen (15) hours per week.

ARTICLE 22 - TERM OF COLLECTIVE AGREEMENT

22.01 Unless otherwise specifically provided for in this Collective Agreement, this Collective Agreement shall be binding and remain in effect from the first of the month following signing of the Collective Agreement by the parties to August 31, 2021, 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 Collective 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 Collective Agreement may be made by mutual agreement at any time during the existence of this Collective Agreement.

ARTICLE 23 - SERVICE PAY

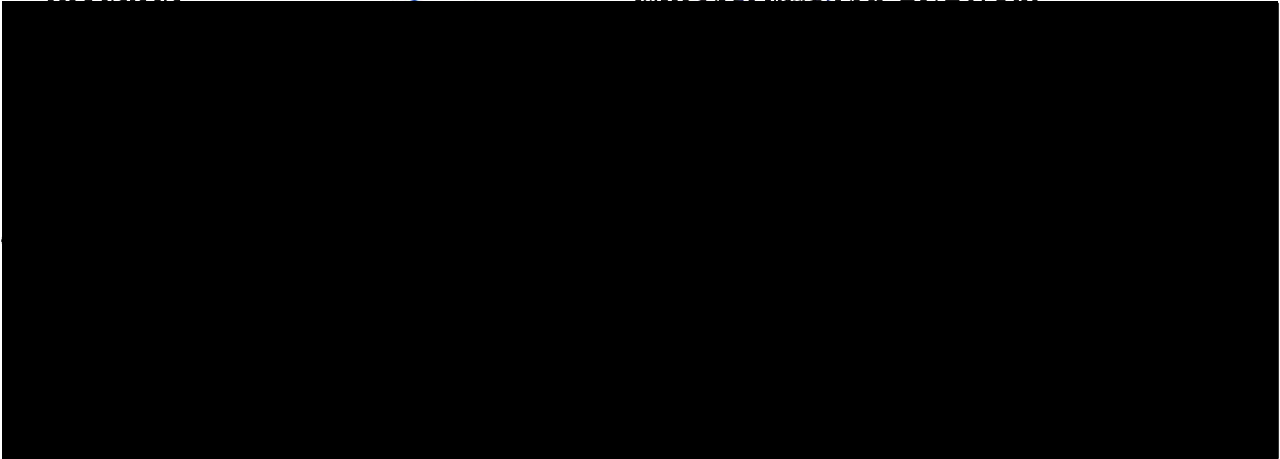
23.01 In recognition of long service with the Canadian Rockies School Division #12:

- \$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.

THIS COLLECTIVE AGREEMENT SIGNED THIS 14th DAY OF
January, 2019/20

**SIGNED ON BEHALF OF THE
CANADIAN ROCKIES SCHOOL
DIVISION**

**SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL #37-01**



THE CANADIAN ROCKIES SCHOOL DIVISION

SCHEDULE "A"

Effective September 1, 2019 to August 31, 2021

JOB TITLE	HOURLY RATE
CUSTODIAN	
Step 1	\$20.32
Step 2	\$21.84
Step 3	\$23.35
HOUSEKEEPER	
Step 1	\$17.59
Step 2	\$18.95
Step 3	\$20.29

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 Employer administrative procedure handbook.