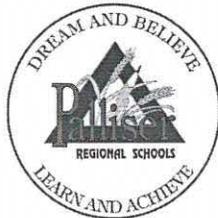


# COLLECTIVE AGREEMENT

BETWEEN

**THE PALLISER REGIONAL DIVISION No. 26**



- AND -

**CANADIAN UNION OF PUBLIC EMPLOYEES**  
***CUPE* Local 290**

September 1, 2016 – August 31, 2021



Canadian Office & Professional Employees  
Local #491 JS/LRC

Added Memorandum of Understanding  
(Article 2 Interpretation (f) Pay 2023-08-22)  
Added Memorandum of Understanding  
(Annual Vacation and Statutory Holidays 2023-11-20)

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THIS AGREEMENT made this 24<sup>th</sup> of November 2016

BETWEEN

**THE PALLISER REGIONAL DIVISION No. 26**

(hereinafter called "the Employer")

PARTY OF THE FIRST PART

- AND -

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**CUPE Local 290**

(hereinafter called "The Union")

PARTY OF THE SECOND PART

WITNESSETH that the parties hereto have agreed as follows:

**ARTICLE 1: TERM OF AGREEMENT**

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- (a) The parties undersigned hereto mutually agree to comply with and be governed by the conditions herein set out in this Agreement.
- (b) This Agreement shall remain in full force and effect from September 1, 2016 to August 31, 2021 for a period of five (5) years and from year to year thereafter unless either party to the Agreement is given notice, in writing, by the other party of any changes desired, not less than sixty (60) days and not more than one hundred twenty (120) days prior to the expiry date of the 31<sup>st</sup> day of August.

**ARTICLE 2: INTERPRETATION**

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- (a) Caretaker shall be any Employee appointed by the Employer to perform the duties of a Caretaker in any school. All new Employees shall be given a letter when hired stating their classification, assignment and salary rate.
  - (i) Full-time Employees shall mean any Caretaker whose regularly scheduled hours of work are eight (8) per day Monday to Friday, forty (40) hours per week.
  - (ii) Part-time Employees shall mean any Caretaker whose regularly scheduled hours of work are less than eight (8) per day.
  - (iii) Casual Employees shall mean an Employee who is hired to fill a position made temporarily vacant as a result of sickness, injury, Leave of Absence, vacation or named holiday.
- (b) Bargaining Agent shall mean those representatives duly appointed by the Union to discuss with the Employer any and all matters affecting this Agreement and the Union.

(c) Employer shall mean the committee or person or persons appointed by the Regional Division to meet with the bargaining agent on all matters affecting this Agreement and Union.

(d) Notice of Meetings:

Either party to the 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. However, such meeting must be held not later than fourteen (14) days after such notice has been given.

(e) Union Dues:

It is mutually agreed that the Employer shall deduct Union dues from each Employee covered by the Agreement under the Rand Formula. The Employer shall remit the Union dues that have been deducted from the pay of the Employees under the Rand Formula to the Union by the first working day after the fifteenth (15<sup>th</sup>) calendar day in the following month. The Employer will include each Employee's classification, amount of dues deducted and wages with the dues deduction cheque. The Employer will provide the Union with the names, addresses and telephone numbers of the Employees covered by this Collective Agreement twice each year, on March 31<sup>st</sup> and September 30<sup>th</sup>, provided that it is not contrary to any provincial or federal legislation.

(f) Pay:

The remuneration to be paid to an Employee is on an hourly basis as determined by the hourly rates of pay in this Agreement. Effective September 1, 2014 all Employees shall be paid in full on a monthly basis through the electronic payroll deposit system with forty-five percent (45%) of NET PAY disbursement on the second Friday of each month and the remaining pay with all deductions on the last working Friday of the month. In December, the last working Friday shall be the last working Friday prior to the scheduled Christmas holiday. Effective September 1, 2017 all Employees shall be paid in full on a semi-monthly basis through the electronic payroll deposit system. Pay dates will be determined by the Employer and communicated to Employees by September 1<sup>st</sup>.

Exceptions to an Employee's regular work schedule will be reported through the electronic Leave Management System or via timesheets, with adjustments to be made in the next pay period.

(g) An Employee may, upon giving at least ten (10) working days' written notice to the Payroll Department, receive on the last day preceding commencement of the Employee's vacation any pay which may fall due during the period of vacation.

### **ARTICLE 3: RECOGNITION**

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- (a) The Palliser Regional Division No. 26 recognizes the Canadian Union of Public Employees, Local #290, as the sole bargaining agent for its Employees covered under this Agreement, and as provided for in Alberta Labour Relations Board Certification #64-2003, or any amendments thereto.

### **ARTICLE 4: MANAGEMENT RIGHTS**

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- (a) Except as may be abridged by the terms hereof, the management of the school system and the staff is reserved and vested in the Employer.

### **ARTICLE 5: ANNUAL VACATION & STATUTORY HOLIDAYS**

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- (a) All Full-time and Part-time Employees with one (1) year or more of service shall be given three (3) weeks with pay each year. Employees in their fifth (5<sup>th</sup>) year of service and thereafter shall be given four (4) weeks' vacation with pay each year. Employees in their tenth (10<sup>th</sup>) year of service and thereafter shall be given five (5) weeks' vacation with pay each year. Employees in their thirtieth (30<sup>th</sup>) year of service and thereafter, shall be given six (6) weeks' vacation with pay each year.

- (b) In addition to the annual vacation, each Caretaker shall be entitled to the following holidays:

New Year's Day	Good Friday	Easter Monday
Victoria Day	Canada Day	Civic Holiday (August)
Labour Day	Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day	Family Day

and any holiday proclaimed by the Provincial Government, the Federal Government, and the last working day prior to Christmas Day.

- (c) If a statutory or declared holiday falls on an Employee's regular day off, the Employee shall be given an additional day off with pay as mutually agreed, provided that the Federal, Provincial or Municipal Government has not declared an additional holiday in lieu thereof.
- (d) Unless otherwise authorized by the Employer, or its designate, annual vacation will be taken during the summer, Easter or Christmas recesses.
- (e) Vacation year is the period September 1<sup>st</sup> to August 31<sup>st</sup>. Annual vacations shall be prorated to the end of the current vacation year, with full entitlement at the end of the first full vacation year. Vacations must be taken by the end of the vacation year.

- (f) The Board of Trustees of Palliser Regional Division No. 26 intends that, to cover the time Regular Employees are sick or on vacation, Part-time Employees will be given the opportunity to increase their time up to eight (8) hours a day to fill vacancies.

Failing both of these methods, the Superintendent or designate will hire a person for temporary replacement, wherever possible.

## ***ARTICLE 6: SICK LEAVE***

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- (a) Employees with more than six (6) months of employment who have successfully completed their probation period shall be entitled to a maximum of ninety (90) calendar day's Sick Leave with pay for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness or disability.
- (b) The Employer may grant, at its discretion, additional Sick Leave with pay. Before any payment is made, under the foregoing regulations, the Employee shall provide:
  - (i) A declaration signed by the Employee where the absence is for personal sickness for a period of three (3) days or less.
  - (ii) A certificate signed by a qualified medical or dental practitioner where the absence is for personal sickness for a period of over three (3) days, which includes the reason for the absence and the expected date of return.
  - (iii) Where sickness extends for a period over one (1) month, the Employee may, at the discretion of the Employer, be called upon to furnish a further medical certificate at the end of each month for the duration of the illness.
  - (iv) After ninety (90) calendar days of continuous medical disability, no further salary shall be paid, and the Alberta School Employee Benefit Plan Extended Disability Benefit shall take effect. During any absence on Extended Disability, the Employer and Employee shall continue payment of costs towards all health, medical, insurance and pension plans, except those plans where the premium is waived by the insurance carrier. This provision for payment of premiums shall not exceed twenty-four (24) months from the date of commencement of Extended Disability Benefits.
- (c) Sick Leave Incentive:  
All Permanent Employees shall be granted additional days off with pay in a calendar year not using sick time provisions as follows:
  - (i) No use of sick time -----two (2) days
  - (ii) One (1) day sick time-----one (1) day
  - (iii) More than one (1) day sick time -----zero (0) days

## **ARTICLE 7: MEDICAL COVERAGE**

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- (a) The Employer agrees to pay for all eligible Caretakers one hundred percent (100%) of the premium for the Alberta School Employees Benefit Plan (ASEBP), and the Alberta Health Care.

### Schedule of Benefits:

Payment of the Board's contributions for each eligible Caretaker shall be ordered in the following manner:

- (i) Schedule 2 - Life Insurance
  - Accidental Death and Dismemberment
- (ii) Plan D - Extended Disability Benefits
- (iii) Plan - Extended Health Care Benefits (optional for Employees)
- (iv) Plan III - Dental Plan
- (v) Plan III - Vision and Hearing Aid Care, effective October 1, 2005

The benefits are provided in accordance with the master plan documents as amended from time to time.

The Union agrees that participation in the ASEBP shall be a condition of employment when the Caretaker is eligible for registration in said plan. (See Employee Benefit Plan Booklet for eligibility). The Employer agrees that the Extended Disability Benefit Plan shall be registered with the Local Authorities Pension Plan.

The Union agrees that the Employer shall have sole right to retain any premium reduction that may be allowed by the Federal and/or Provincial Government as a result of the participation of any or all of the Employee benefit plans described herein. The Employer agrees, not later than April 1<sup>st</sup> each year, to provide the Union with the amount of the EI premium reduction from the previous year.

- (b) Health Spending Account:

Effective the first day following ratification of the Agreement, the Employer shall establish for each Caretaker who is eligible under Article 7(a) of this Agreement, an annual Health Spending Account of four hundred dollars (\$400.00).

Effective September 1, 2014 - Employer's contribution shall increase to five hundred dollars (\$500.00) per Employee.

## **ARTICLE 8: PENSIONS**

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- (a) All eligible Employees shall participate under the provisions of the Local Authorities Pension Plan. The Employer's contribution shall be in accordance with the regulations of the plan.

## ***ARTICLE 9: SUPPLEMENTATION OF COMPENSATION AWARD***

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- (a) If an Employee covered by this Agreement is prevented from performing his duties on account of an occupational accident which is recognized by the Workers' Compensation Board as compensable within the meaning of the Workers' Compensation Act, the Employee is to be paid his full salary by the Employer during a period of temporary disability, up to a maximum of ninety (90) calendar days. During the period the Employee agrees to remit or direct any monies paid by Workers' Compensation to the Employer. Following the ninety (90) calendar day period, the Employer will advise Workers' Compensation to make direct payment to the injured Employee. During any period of absence on Workers' Compensation, the Employer and Employee will continue payment of the necessary premiums applicable to the provisions of Articles 6, 7 and 8, for a period not to exceed twenty-four (24) continuous months from the date of injury.

## ***ARTICLE 10: QUALIFICATION OF EMPLOYMENT***

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- (a) New Employees shall be considered to be on a probationary basis for a period of ten (10) months from the date of hiring. During this probationary period Employees shall be evaluated by the Employer within the first ten (10) months of employment, and subsequently as determined by the Employer. During the probationary period, Employees shall be entitled to all rights and privileges applicable to their designation, excepting the right of grievance.
- (b) All appointments to the permanent staff shall continue at the pleasure of the Employer. The Employer reserves the right to transfer any Employee to a position of lesser responsibility and remuneration for just cause.

## ***ARTICLE 11: POSTING OF POSITIONS***

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- (a) When a new position is open or a vacancy occurs in the school system, it shall be posted in all schools for five (5) working days prior to closing of the competition. Consideration shall be given by the Employer to filling the position from the staff of Caretakers. Nothing in this Agreement shall be deemed to bind the Employer to appoint a Caretaker to such a position.
- (b) In determining preference for vacant positions or transfers within the bargaining unit, the Employer will consider the skills, ability and past performance that is relevant to the work being performed. If, in the opinion of the Employer, the skills, ability and past performance are relatively equal, then seniority shall be the determining factor.
- (c) No outside advertising for any vacancy shall be placed until the applications of present Employees have been fully processed.

- (d) Temporary &/or Relief Appointments:
- (i) Temporary/Relief Appointments shall be posted after ninety (90) days in accordance with Article 6(a).
  - (ii) An Employee who was receiving benefits prior to the temporary/relief position will continue to receive benefits in accordance with Article 7.
  - (iii) An Employee who was not receiving benefits prior to the temporary/relief position will not be eligible to receive benefits as a result of the temporary relief position.
  - (iv) An Employee shall become eligible for benefits after a period of one (1) year should the temporary/relief position continue.
- (e) A Regular Employee who is the successful applicant on a temporary/relief position shall maintain and continue to accrue seniority in accordance with Article 20 and shall revert back to their former position upon completion of the temporary/relief position.

#### **ARTICLE 12: LEAVE OF ABSENCES**

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- (a) Special Leave of Absence without pay may be granted by the Employer to a Caretaker insofar as the regular and efficient operation of the system shall permit, provided reasonable notice, in writing, has been given by the applicant to the Superintendent or designate.

The Employer grants one (1) day temporary Leave of Absence with pay for the Employee to attend to private concerns during the school year. This day shall not carry forward to the next school year.

- (b) Union representatives duly appointed to attend conventions may, upon application to and approval by the Employer, be granted special Leave of Absence without pay. However, where it is mutually agreeable, the Employer will pay the normal rate of pay to the Employee, and the Union agrees to reimburse the Employer within twenty (20) days from the date of receiving the Employer's invoice.

The Employer grants temporary Leave of Absence with pay for not more than two (2) days in any school year for the purposes outlined below in (i) to (vi). These days shall not carry forward to the next school year.

- (i) Graduation or convocation of Employee or immediate family members;
- (ii) Examination for a course the Employee is enrolled in;
- (iii) As part of duties with the Union Negotiation Committee;
- (iv) Jury Duty;
- (v) Birth or adoption of a child;
- (vi) Family emergency at the discretion of the Employer.

- (c) A Full-time or Part-time Employee shall be granted Leave for not more than five (5) working days without loss of pay and benefits for the critical illness or death of a relative of the Employee or the Employee's spouse. Relative of Employee or Employee's spouse shall be defined as sons, daughters, mothers, fathers, stepmothers, stepfathers, grandparents, brothers, sisters, aunts and uncles.

If an Employee receives notification of a death of one of the above during a shift already started, the Employee will be excused from work with pay for the balance of that shift and Leave will commence on the following day.

The Employer agrees to consider granting additional time off with pay for travel purposes upon request.

Additional Leave of Absence may be granted at the discretion of the Employer for reasonable causes with or without pay and with or without benefits.

- (d) The Employer recognizes an Employee's right to Maternity Leave under provisions of the Alberta Employment Standards Code.
- (e) The Board shall implement a Registered Supplementary Unemployment Benefit Plan (SUB Plan) which each Employee on Maternity Leave shall access for salary during the health-related portion of such Leave. The SUB Plan shall provide Employees on Maternity Leave with the maximum salary allowable under the SUB Plan for thirteen (13) weeks of Leave. An Employee who is continuously disabled for a period of ninety (90) consecutive calendar days shall immediately apply for EDB benefits, and no further salary or SUB shall be payable.
- (f) Employees granted Leave of Absence without pay for a period in excess of thirty (30) calendar days may choose benefit coverage during the Leave, provided that the Employee shall be responsible for all benefit premiums. The Employer's premium obligation under this Agreement is suspended.

### ***ARTICLE 13: GENERAL PROVISIONS***

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- (a) Any member of the Union employed by the Employer may be summarily dismissed for just cause without pay for any conduct, which in the opinion of the Employer, is detrimental to the welfare of the school or its occupants. If so dismissed, the Employee shall have the right to appeal to the Executive of the Union, which then may take whatever action, if any, it deems advisable.
- (b) When a change or addition is made to a school, the Employer will give consideration to a change in the allotment of Caretaker hours.
- (c) Any Employee, during the term of this Agreement, shall receive payments on salaries or wages retroactively to the effective date of the Agreement.

Employees who have retired during the term shall also receive the above. Any Employee who has resigned or been terminated prior to the date of signing shall be entitled to such retroactive payments as may be applicable, provided registered written application is made within six (6) months of the date of the signing of the Agreement.

- (d) The Union shall have the right at any time to have the assistance of the Canadian Union of Public Employees National Representative when dealing with or negotiating with the Employer.
- (e) An Employee will be able to view the Employee's personnel file after giving the Employer twenty-four (24) hours notice.
- (f) The Employer will provide a copy of the personnel file to the Employee, if requested.
- (g) An Employee shall have the right to have a Shop Steward and/or the National Representative of the Union present at any meeting with the Employer, provided the Union compensates the Employer for the salary of the Shop Steward.
- (h) Any Employee who is transferred to a new position or is successful in applying for a new position will be given a trial period of eighty (80) working days to demonstrate their ability to perform the new assignment satisfactorily. Should the Employee fail to succeed during the trial period, the Employer shall reinstate the Employee to their former position. This timeline may be extended through mutual written consent of the Employer and the Employee.
- (i) Any notice required or permitted to be given to any party hereunder shall be validly given if either delivered to the address provided or if mailed and faxed to the address provided by the parties to each other.

Any such notice mailed and faxed as aforesaid shall be conclusively deemed to have been received by and given to the addressee on the third (3<sup>rd</sup>) business day following the date of mailing and faxing.

Either party may at any time give notice, in writing, to the other of any change of address of the party giving such notice, and from and after giving such notice, the address provided shall be deemed to be the address of such party for the giving of notices hereunder. However, until such notice of change of address is received, any notice sent to the last official address shall be deemed to be effective notwithstanding a subsequent change of address.

Every address for notice shall be in Alberta.

## **ARTICLE 14: GRIEVANCE PROCEDURE**

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- (a) Grievance shall mean any difference concerning the interpretation, application, operation, contravention or any alleged violation of this Agreement.
- (b) Not more than two (2) members of the Grievance Committee may attend meetings without loss of pay.
- (c) Except where the parties mutually agree to extend time limits, compliance with the provisions of this Grievance Procedure is mandatory. Should the respondent fail to comply with the time limits of any particular procedure, the grievance shall be processed to the next Step. Should the party advancing the grievance fail to comply with the time limits of any particular procedure, the grievance is at an end.
- (d) Grievances between the Employer and the Employees shall be processed in the following manner:
- (i) The Employee shall first attempt to settle the dispute by verbal discussions with the Superintendent or designate within ten (10) working days of the event, which gave rise to the grievance. The Superintendent or designate shall render his decision within ten (10) working days of the discussion. The Employee shall suffer no loss of pay for attendance at any meetings dealing with the grievance.
- (ii) If the grievance is not settled under Section 14(d)(i) above, the Employee or the Union may, within five (5) working days after receiving the decision, submit the grievance to the Superintendent or designate, who shall submit a decision, in writing, within five (5) working days to the Employee, with a copy to the Superintendent or designate and the Union.

Any grievance of any Employee shall be submitted in writing indicating:

- The name of the aggrieved;
  - The nature of the grievance and circumstances which gave rise to the grievance;
  - The Article(s) of the Agreement which are claimed to be violated; and
  - The remedy or correction sought.
- (iii) If the grievance is not settled under Section 14(d)(ii) above, the Employee or the Union may, within five (5) working days after receiving the decision, submit the grievance to a committee of the Board for determination. The Employee and/or the Union shall be given an opportunity to appear before the Board's Grievance Committee to present the grievance.
- (v) If the grievance is not settled under Section 14(d)(iii) above, then the grievance may be submitted by either the Employer or the Union to an arbitration board under the provisions of the Alberta Labour Relations Code.

## **ARTICLE 15: HOURS OF WORK**

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- (a) (i) The regular and normal workweek and hours of work for Full-time Employees shall be eight (8) hours per day, five (5) days per week, Monday to Friday. The regular eight (8) hour shift shall not exceed any eleven (11) hour period.
  - (ii) (a) The regular and daily hours of Part-time Employees shall be a minimum of four (4) hours per day, five (5) days a week, Monday to Friday.
  - (b) The regular and daily hours of work shall be established prior to the beginning of the school year.
  - (c) Caretakers shall work as scheduled by the Head Caretaker and approved by the Principal within the school, or Facility Services Supervisor within the Central office.
  - (iii) It is agreed that from time to time Employees may request and be permitted to relieve in a higher paid classification. Where the Employee agrees to accept temporary relief work in a higher paid classification, they shall work the hours as set forth in Article 15(a)(i) above and be paid the hourly rate for all regular hours worked in Article 17. When working overtime, all overtime hours worked will be paid at the higher rate for the classification and at the overtime rate as per Article 16.
- (b) Shift Premium:  
Effective September 1, 2008, any Employee whose regular and/or normal work day extends past 6:00 p.m. shall be paid an additional one dollar and fifty cents (\$1.50) per hour for all hours worked after 6:00 p.m. Effective September 1, 2009, this shift premium shall increase by the same percentage as the rates determined in Article 17 for hourly wage rates.
- (c) Shift workers shall be permitted time without loss of pay to attend the regular monthly Union meeting provided the regular Caretaker program in the site is carried out before and/or after the absence and that supervision of the building be provided if the building is in use. It is understood that where such supervision is or will be necessary, such supervision shall be arranged for by the Caretaker through the Principal in the case of a school or the Facility Services Supervisor in the case of Central Office. Attendance at Union meetings shall not result in additional cost to the Employer.
- (d) The Employer shall be responsible for hiring and call-in of replacement staff.

## **ARTICLE 16: OVERTIME**

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- (a) All overtime worked shall be approved by the Principal, within the school, or the Facilities Supervisor within the Central Office, and be agreed to by the Caretaker.
- (b) School Checks:  
The Employer will reimburse the Caretaker Staff Employee who checks the school buildings on weekends, statutory holidays and days that are not part of the caretaker's regular work schedule at time and one-half (1.5) the Head Caretaker rate, to a maximum of one (1) hour per day. It is understood and agreed that this is the responsibility of the Head Caretaker and the Caretaker, where the Caretaker requests equal time. It is also understood that the person responsible for night security checks on Friday should also be responsible for that weekend's school checks unless mutually agreed otherwise. Where this arrangement is being undertaken, the Head Caretaker shall maintain a schedule and supply a copy of such to the Principal in the case of a school or the Facility Services Supervisor in the case of Central Office.
- (c) Call-Backs/Call-Outs:  
Employees called out to work on weekends or holidays shall be paid a minimum of two (2) hours at the Head Caretaker rate. This provision is applicable to emergency call-backs.
- (d) Community Use of Schools:  
Employees agreeing to open and close a school for community use and/or school extracurricular activities shall be paid a minimum of two (2) hours at time and one-half (1.5) the rate of the Head Caretaker. Such payment includes an average amount of preparatory activities such as setting up chairs, as well as the storage of same. Extraordinary amounts of preparation or cleanup would be charged in addition to the two (2) hours.
- (e) Community Use of Schools with Liquor Privileges:  
When a renter group has received Board approval for use of school auditorium with liquor privileges, and the renter group makes arrangements with the Caretaker through the Principal to provide clean-up after the function, then the Caretaker shall be paid a minimum of three (3) hours at time and one-half (1.5) the Head Caretaker rate.
- (f) All Employees shall be paid overtime at one and one-half (1.5) times their normal rate of pay when the Employee is required to work more than eight (8) hours on any one (1) day or all Employees shall be provided the opportunity to use time-in-lieu at one and one-half (1.5) times their normal hours when they work more than eight (8) hours on any one (1) day except when it is agreed by both parties that it is a Flexible Work Arrangement (FWA).

- (g) Employees may bank overtime which has been approved in writing by the Principal within the school or the Facilities Supervisor within the Central office at the applicable overtime rate, or call back time to a maximum of forty (40) hours at any one time. Banked time may be used at times that do not require a substitute and have been agreed to in writing by the Principal within the school or the Facilities Supervisor. Employees may carry over sixteen (16) hours of banked time into the next school year providing notification has been given to the Facilities Supervisor. If notification has not been given prior to August 31<sup>st</sup> of the school year, all banked time shall be paid out on the next pay period following August 31<sup>st</sup>.

**ARTICLE 17: CARETAKERS CLASSIFICATIONS & HOURLY RATE OF PAY**

September 1, 2016

Head Caretaker-----\$22.72

Caretaker-----\$21.90

In no case will a reduction in salary be applied. If the formula produces a negative number, the existing salary grid shall continue for the subsequent year.

- (a) Hourly rates for September 1, 2016 will increase by zero percent (0%). If a new Collective Agreement is reached during the 2016/2017 school year between The Palliser Regional Division No. 26 and the Alberta Teacher's Association, Caretakers will receive the same percentage increase as certified teachers.
- (b) Hourly rates for September 1, 2017 will increase by the same percentage as certified teachers. This increase will be identified in the Collective Agreement between The Palliser Regional Division No. 26 and the Alberta Teacher's Association.
- (c) Hourly rates for September 1, 2018 will increase by the same percentage as certified teachers. This increase will be identified in the Collective Agreement between The Palliser Regional Division No. 26 and the Alberta Teacher's Association.
- (d) Hourly rates for September 1, 2019 will increase by the same percentage as certified teachers. This increase will be identified in the Collective Agreement between The Palliser Regional Division No. 26 and the Alberta Teacher's Association.
- (e) Hourly rates for September 1, 2020 will increase by the same percentage as certified teachers. This increase will be identified in the Collective Agreement between The Palliser Regional Division No. 26 and the Alberta Teacher's Association.

- (f) It is agreed that should the Collective Agreement between Palliser Regional Division No. 26 and the Alberta Teachers' Association terminate prior to the end of this agreement; hourly rates for Caretakers will increase by the same percentage as certified teachers as determined in the subsequent Collective Agreement(s) between Palliser Regional Division No. 26 and the Alberta Teacher's Association.
- (g) A Casual Employee defined in Article 2(a)(iii) shall be paid at a rate of pay of one dollar (\$1.00) per hour below the rate of pay of the person they are replacing. Such lesser sum shall not exceed sixty (60) cumulative working days.

## **ARTICLE 18: FLEXTIME**

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### Definition:

Flexitime is a scheduling arrangement that permits variations in an Employee's starting and departure times, but does not change the total number of hours worked in a week. Flexitime may be applied to Full-time and Part-time positions.

Staff may request a flexitime arrangement, or Supervisors may restructure work schedules to create flexitime opportunities. As with all Flexible Work Arrangements (FWAs), flexitime must be approved in advance by the Principal in a school setting or the Facility Services Supervisor in Central Office.

Any FWA must be put in writing to ensure that Supervisors and staff have a mutual understanding of the specifics. Staff may only modify the schedule with their Supervisor's prior consent.

- (a) With the prior written approval of the Principal within the school, or Facility Services Supervisor within the Central Office, daily scheduled hours for, provided that the Employee does not exceed eight (8) hours in one (1) day, or forty (40) hours in one week unless agreed to by both parties. Any additional hours worked in a pay period will be recorded and banked at straight time.

When the Employee has reached their regular hours for the scheduled student break, the Employee shall then use time in lieu. The use of flex and lieu time shall not alter an Employee's regular pay cheque.

## **ARTICLE 19: INSERVICE TRAINING**

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- (a) It is agreed by both parties that Employees may be required by the Employer to attend in-service training seminars sponsored by the Employer as part of an ongoing program to provide Employees the opportunity to be kept informed with the latest technologies and information relating to their roles and responsibilities. Employees required by the Employer to attend such sessions or seminars will suffer no loss, nor gain in the normal daily salary as a result of their attendance. No overtime provision shall apply. However, where daily attendance exceeds an

Employee's normal daily hours, the Employee shall receive pay or the equivalent time off with pay at a later date as agreed by the Employee and the Employer. It is further agreed that no Employee will be compensated for more than eight (8) hours per day for in-service training seminars.

## **ARTICLE 20: SENIORITY**

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- (a) Seniority, as referred to in this Agreement, shall mean length of continuous service from the last date an Employee entered the employ of the Employer and shall be on a bargaining unit basis. Relief assignments that continue unbroken shall be credited along with permanent service (seniority).
- (b) Seniority shall only accrue during:
  - (i) Periods of employment;
  - (ii) Periods of authorized Leaves of Absences for up to thirty (30) calendar days in any year;
  - (iii) Periods of absence because of illness, disability or injury for not more than ninety (90) calendar days in any year;
  - (iv) Scheduled days off;
  - (v) Vacation and general holidays.
  - (vi) All approved Union Leave.
- (c) Seniority shall be maintained but shall not accrue during:
  - (i) Periods of authorized Leaves of absence in excess of thirty (30) calendar days;
  - (ii) Layoffs not exceeding twelve (12) months.
  - (iii) Period of absence because of illness, disability or injury in excess of ninety (90) calendar days.
- (d) Seniority shall be lost and the employment of an Employee shall be deemed terminated for any one (1) of the following reasons:
  - (i) The Employee fails to return to work on termination of any authorized Leave of Absence, vacation or suspension, or fails within that period of time to provide the Employer with a reason acceptable to the Employer for not returning on time;
  - (ii) Utilizes a Leave of Absence for purposes other than those for which the Leave of Absence was granted unless they have received prior approval;
  - (iii) The Employee is laid off for a period in excess of twelve (12) months;

- (iv) The Employee is recalled to work after a layoff and fails to advise the Employer within two (2) 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;
  - (v) The Employee quits or retires on the Employee's own accord;
  - (vi) The Employee is discharged for cause and is not reinstated through the grievance arbitration procedures.
- (e) The last Employee hired shall, in the case of layoffs, be the first Employee laid off, and the last Employee laid off shall be the first Employee recalled.
- (f) The Employer shall provide to the President of the Union not later than January 31<sup>st</sup> 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. This list shall be open to protest by the Employees for thirty (30) days from the date the list is provided. The list shall be deemed accurate after the thirty (30) day period providing no protest has been raised and shall not be subject to further protest.

\*\*\* \*\*\*\*\* \*\*\*

IN WITNESS WHEREOF the parties have executed this Collective Agreement by affixing hereto the signatures of their proper Officers in that behalf.

Signed this 24<sup>th</sup> day of November 2016.

SIGNED ON BEHALF OF CANADIAN UNION OF PUBLIC EMPLOYEES, Local 290	SIGNED ON BEHALF OF THE PALLISER REGIONAL DIVISION No. 26

**LETTER OF UNDERSTANDING No. 1: Casual Payroll Cutoff (2015-2016)**

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Between

**The Palliser Regional Division No. 26**



- AND -

**CUPE** / Canadian Union  
of Public Employees **Local 290**

RE: CASUAL PAYROLL CUTOFF (2015-2016)

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The Union and the Employer has discussed and agree that the last sentence of Article 2(f) should not be interpreted to prevent a Casual Employee from being paid until a full month after they have worked. As a result, the Parties agree that all casual time worked, and verified with submitted time sheets, up until the payroll cut-off date each month, shall be paid on the last banking Friday of the month.

Agreed the Letter of Understanding No. 1: Casual Payroll Cutoff (2015-2016) signed on June 3, 2015 will remain in effect until August 31, 2017.

*IN WITNESS WHEREOF the parties hereto have caused these presents to be executed*

this 24<sup>th</sup> day of November 2016.

SIGNED ON BEHALF OF CANADIAN UNION OF PUBLIC EMPLOYEES, Local 290	SIGNED ON BEHALF OF THE PALLISER REGIONAL DIVISION No. 26
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## Memorandum of Understanding on Annual Vacation and Statutory Holidays

Between the Palliser School Division (Division)  
and  
The Canadian Union of Public Employees (CUPE Local 290)

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**WHEREAS** the Division has drafted a 2022-23 Divisional Calendar for board approval where Friday, December 23, 2022 is an operational day.

**AND WHEREAS** employees working for CUPE Local 290 wish to clarify matters relating to the 2022-23 Divisional Calendar, specifically December 23, 2022 the last working day (entitled holiday) prior to Christmas Day.

### IT IS THEREFORE NOW AGREED THAT:

1. Notwithstanding Clause 5(b) of the 2016-2021 Collective Agreement between the Division and Local 290, where it is stated that the last working day prior to Christmas Day is a holiday be moved to a mutually agreed upon date.
2. For greater clarity, Friday, December 23, 2022, will be a working day for employees of CUPE Local 290 in exchange for Wednesday, December 28, 2022, to be set as the holiday.
3. The Parties agree that the provisions of this Agreement are made on a without prejudice and without precedent basis.
4. This agreement expires January 1, 2023

Accepted and agreed to this **8th day of February 2022.**

Signed on behalf of

Signed on behalf of

**CUPE LOCAL 290**

**PALLISER SCHOOL DIVISION**

Rick Sera

Dexter Durrey

## **Memorandum of Understanding on Article 2 Interpretation (f) Pay**

Between the Palliser School Division (Division)  
and  
The Canadian Union of Public Employees (CUPE Local 290)

\*\*\*

**WHEREAS** the Division will be moving to a new HR/Payroll platform called Edsembli this summer with the pay schedule moving from twice per month to every second Friday as per system requirements.

**AND WHEREAS** employees working for CUPE Local 290 wish to clarify matters relating to pay schedule commencing September 1, 2023 with the change to the new HR/Payroll platform.

### **IT IS THEREFORE NOW AGREED THAT:**

1. Notwithstanding Clause 2(f) of the 2016-2021 Collective Agreement between the Division and Local 290, where it is stated that Effective September 1, 2017 all Employees shall be paid in full on a semi-monthly basis through the electronic payroll deposit system will be moved to every second Friday commencing September 1, 2023. Pay dates will be determined by the Employer and communicated to Employees by September 1st, 2023.
2. For greater clarity, effective the 2023-24 School year. Employees shall be paid in full every second Friday through the payroll deposit system for employees of CUPE Local 290.
3. For greater clarity, should there be any issues with pay on the new platform employees will be notified as soon as possible and the division will rectify the concern in a timely manner and where possible within a 48 hour time period.
4. For greater clarity, should there be any changes with the timeline of the proposed roll out of the HR/Payroll platform, CUPE 290 and our employees will be notified of the change as soon as possible.
5. The Parties agree that the provisions of this Agreement are made on a without prejudice and without precedent basis.
6. This agreement expires pending ratification of the new collective agreement between Palliser School Division and CUPE Local 290.

Accepted and agreed to this 13th day of July 2023.

Signed on behalf of

Signed on behalf of

**CUPE LOCAL 290**

**PALLISER SCHOOL DIVISION**



**Rick Sera**

**Dexter Duney**

Added to CA 2023-11-20

## Memorandum of Understanding on Article 5: Annual Vacation and Statutory Holidays

Between the Palliser School Division (Division)  
and  
The Canadian Union of Public Employees (CUPE Local 290)

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**WHEREAS** National Day for Truth and Reconciliation, September 30, 2023 a Federal Holiday falls on a Saturday and the last working day prior to Christmas Day falls on Friday, December 22, 2023 on the 2023-24 Divisional Calendar.

**AND WHEREAS** employees working for CUPE Local 290 wish to clarify matters relating to September 30, 2023 National Day for Truth and Reconciliation and December 22, 2023 the last working day prior to Christmas day on the Divisional 2023-24 calendar.

### IT IS THEREFORE NOW AGREED THAT:

1. Notwithstanding Clause 5(b) of the 2016-2021 Collective Agreement between the Division and Local 290, where it is stated that each Caretaker shall be entitled to any holiday proclaimed by the Federal Government and the last working day prior to Christmas Day.
2. For greater clarity, Saturday, September 30, 2023 falls on a regular day off (Saturday) for employees of CUPE Local 290 so the division is providing Thursday, December 27, 2023 in lieu thereof.
3. For greater clarity, Friday, December 22, 2023, will be a working day for employees of CUPE Local 290 so the division is providing Friday, December 28, 2023 in lieu thereof.
4. The Parties agree that the provisions of this Agreement are made on a without prejudice and without precedent basis.
5. This agreement expires December 30, 2023

Accepted and agreed to this 5th day of October 2023.

Signed on behalf of  
**CUPE LOCAL 290**

Signed on behalf of  
**PALLISER SCHOOL DIVISION**

