



## **COLLECTIVE AGREEMENT**

**BETWEEN**

**THE BATTLE RIVER REGIONAL DIVISION #31**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1075**

**September 1, 2016 - August 31<sup>st</sup>, 2020**



Canadian Office & Professional Employees Local #491

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THIS COLLECTIVE AGREEMENT MADE THIS 28<sup>th</sup> DAY OF Sept A.D., 2017

BETWEEN:

THE BATTLE RIVER REGIONAL DIVISION #31

(hereinafter called the "Employer")

PARTY OF THE FIRST PART

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL UNION NO. 1075

(hereinafter called the "Union")

PARTY OF THE SECOND PART

### **ARTICLE 1 - UNION RECOGNITION**

- 1.1 The Employer recognizes the Union as the sole bargaining agent for all custodians employed in schools of the employer (hereinafter referred to as employee(s) as specified in Certificate No. 250-2005 issued by the Labour Relations Board, Edmonton, Alberta. No custodian shall be required or permitted to make any written or verbal agreement, which may conflict with the terms of this Collective Agreement.
- 1.2 No union activity shall take place within the premises of the Employer without the written permission of the Employer and at no time shall any Union activity interfere with or divert an employee from the performance of his regular duties.

### **ARTICLE 2 - UNION MEMBERSHIP**

- 2.1 Any employee who is a member, or hereafter becomes a member, shall maintain his membership in the Union as a condition of employment. The Employer shall deduct Union Dues and levies from each employee whose position is under the jurisdiction of the Union, in accordance with the Union by-laws. The amount so deducted along with the list of names for whom deductions were made shall be forwarded to the CUPE National Office at the end of each and every month.

### **ARTICLE 3 - CONTENT OF COLLECTIVE AGREEMENT**

- 3.1.1 The Union recognizes that it is the right of the Employer to manage the affairs of the Employer, subject to the terms of this Collective Agreement.

## **ARTICLE 4 – DEFINITION OF EMPLOYEES AND APPLICATION**

- 4.1 A *"regular-full-time employee"* is a person who is appointed to a regular full-time position established by the Employer and who works the normal full-time hours of work established by the Employer.
- 4.2 A *"regular-part-time employee"* is a person who is appointed to a regular part-time position established by the Employer and who works less than the normal full-time hours of work established by the Employer.
- 4.3 A *"temporary employee"* is a person appointed to a temporary position of not less than ninety (90) calendar days in duration, established by the Employer to replace a regular employee, to cover a specific work assignment of a temporary nature, or to replace a regular employee that is on extended sick leave or long-term disability. The employer may terminate the employment of a temporary employee at any time during the temporary position without recourse by the employee to the grievance procedure.
- 4.4 Temporary employees will be entitled to the provisions of the Collective Agreement which would be afforded to a regular employee with the same full-time equivalency unless specifically provided otherwise in the Collective Agreement.
- 4.5 A *"casual employee"* is a person who is employed to work on an "as required basis" and as such is not appointed to a regular position with the Employer.
- 4.6 A *"regular position"* is a position established by the Employer where the work is expected to be of an ongoing continuous nature from year to year.
- 4.7 Regular employees will be entitled to all provisions of this Collective Agreement.
- 4.8 Casual employees will be entitled to only the wage rates provided for in this collective agreement and any statutory entitlements that apply.
- 4.9 The provisions of this collective agreement will be applied to eligible employees on a prorata basis based upon the comparison of an employee's hours of work to the normal hours of work for a full-time employee.
- 4.10 The provisions of this collective agreement shall not be interpreted or applied in such a manner as to permit the duplication or pyramiding of any benefits or premiums provided under the terms of this collective agreement.

## **ARTICLE 5 - PROBATIONARY PERIOD**

- 5.1 A *"probationary employee"* is a regular employee who is serving the required probationary period established by the Employer. A person who does not successfully complete any portion of the required probationary period shall be terminated without recourse to any appeal process contained herein.

- 5.2 The normal probationary period for new regular employees shall be 1040 hours worked from the date employment commences in the regular position. During the probationary period, an employee may be dismissed for unsatisfactory performance.
- 5.3 In the event that a temporary/casual employee obtains a regular position in the same classification, service as a temporary/casual employee in that classification shall accumulate toward the completion of the probationary period for the regular position.

#### **ARTICLE 6 - SENIORITY**

- 6.1 "Seniority" shall mean the length of continuous service as a regular employee with the Employer. However, until the employee has served the required probationary period, the employee shall have no seniority rights and his discharge, layoff or transfer shall not be subject to grievance.
- 6.2 The Employer shall maintain a seniority list showing the date upon which service commenced and such an up-to-date list shall be sent to the Union in January each year. Seniority for a regular or part-time employee shall commence from the initial date of employment in the regular position.
- 6.3 When a regular employee leaves the Employer's service or is dismissed for just cause and is later re-engaged as a regular employee, the regular employee's seniority and other benefits shall date only from the time of the regular employee's re-engagement.
- 6.4 The Employer will supply a list of all bargaining unit employees' mailing addresses and phone numbers in January of each year.
- 6.5 Service is defined as the date an Employee is first hired into a regular position with the Employer.

#### **ARTICLE 7 - PERFORMANCE EVALUATION**

- 7.1 Appointment to a regular position shall be dependent upon performance evaluation. Annual performance evaluation shall be completed for each employee by the Director of Facilities or designate. Continued failure to provide satisfactory service may result in disciplinary action up to and including termination.

#### **ARTICLE 8 - REDUCTION IN STAFF AND RECALL PROCEDURE**

- 8.1 A. In the event of a layoff as a result of a shortage of work, regular employees shall be laid off in the reverse order of seniority provided the remaining employees have the qualifications and ability to perform the work available.
- B. Regular employees shall be recalled when work becomes available in the order of seniority, provided the regular employees have the qualifications and ability to perform the work available.

- C. An employee, whether on probation or regular staff will be given one week's salary if terminated or laid off in lieu of notice and further weeks in lieu of notice in accordance with the Employment Standards Code, Section 57.

### **ARTICLE 9 – DISCIPLINE AND DISCHARGE**

- 9.1 Discipline shall be issued in a timely manner. Depending on the nature and circumstances of an incident, discipline will normally be progressive and bear a reasonable relationship to the violation.
- 9.2 When a regular Employee is to be disciplined or discharged by the Employer, the regular Employee shall be advised that they have the right to have Union representation.
- 9.3 Copies of all written warnings, notices of suspensions or discharge shall be provided to the regular Employee and placed on the regular Employee's personnel file.
- 9.4 Upon expiration of twenty-four (24) months from the date of a letter of discipline, the letter shall be removed from the Employee's personnel file.
- 9.5 A regular Employee may only be discharged for just cause. A regular Employee considered to be wrongfully or unjustly suspended or discharged shall be entitled to the Grievance Procedure.

### **ARTICLE 10 - HOURS OF WORK**

- 10.1 The normal work week shall be Monday to Friday inclusive, and shall consist of eight (8) consecutive hours of work each day, exclusive of a one-half (1/2) hour unpaid lunch break.
- 10.2 The Employer shall provide, where practicable, a paid rest period of fifteen (15) minutes during each four (4) consecutive hours of work. Part-time employees shall be granted a paid rest period in accordance with hours worked.
- 10.3 During periods when the school is not in session (e.g. Christmas break, Easter break, Spring break and Summer closure) employees shall be permitted to adjust their hours of work by working four (4) days in one (1) week at ten (10) hours per day, if agreed to by the supervisor and no overtime is required to be paid.

### **ARTICLE 11 - OVERTIME**

- 11.1 When authorized by a person designated by the Employer, time worked in excess of Hours of Work, specified in Article 10 shall be considered as overtime, (exclusive of meal times) and will be compensated at the rate of one and one-half (1 1/2) times the regular hourly rate of pay. Part-time regular employees shall receive the above compensation following eight (8) hours of work per day.

## ARTICLE 12 - WAGES

- 12.1 Custodians designated as responsible for and engaged in caretaking functions under the supervision and control of a Director of Facilities shall receive the following salaries:

		<u>Start rate</u>	<u>After successful completion of the probationary period</u>
September 1, 2016	Custodians	\$19.02/hour	\$21.49/hour
September 1, 2016	Head Custodian	\$21.49/hour	\$24.57/hour

The following wage adjustments shall be applied to all the above noted classifications:

12.2 Wage Increase:

Year 1 – (September 1, 2016) 1% lump sum payment (based on employee annual wage)

Year 2 – (September 1, 2017) 0% increase to all classifications

Year 3 – (September 1, 2018) 0% increase to all classifications

Year 4 – (September 1, 2019) 1% increase to all classifications

		<u>Start rate</u>	<u>After successful completion of the probationary period</u>
September 1, 2016	Custodian	\$19.02/hour	\$21.49/hour
September 1, 2017	Custodian	\$19.02/hour	\$21.49/hour
September 1, 2018	Custodian	\$19.02/hour	\$21.49/hour
September 1, 2019	Custodian	\$19.21/hour	\$21.70/hour

		<u>Start rate</u>	<u>After successful completion of the probationary period</u>
September 1, 2016	Head Custodian	\$21.49/hour	\$24.57/hour
September 1, 2017	Head Custodian	\$21.49/hour	\$24.57/hour
September 1, 2018	Head Custodian	\$21.49/hour	\$24.57/hour
September 1, 2019	Head Custodian	\$21.70/hour	\$24.81/hour

## ARTICLE 13 - ANNUAL VACATION

- 13.1 All regular employees covered under this Collective Agreement shall earn annual vacation with pay as follows:

- 1.25 days of vacation for each full month worked from commencement of employment through to completion of four (4) years of service;
- 1.66 days of vacation for each full month worked after completion of four (4) years of

- service through to completion of eight (8) years of service;
- 2.08 days of vacation for each full month worked after completion of eight (8) years of service through to completion of thirteen (13) years of service;
- 2.50 days of vacation for each full month worked after completion of thirteen (13) years of service;
- 3.00 days of vacation for each full month worked after completion of twenty-four (24) years of service.

13.2 Temporary/casual employees shall be entitled to 6% vacation pay.

#### **ARTICLE 14 – PAID HOLIDAYS**

14.1 The Employer recognizes the following as paid holidays for regular employees:

New Year's Day	Heritage Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Remembrance Day

and any other day designated as a general holiday by the Lieutenant Governor in Council.

- 14.2 When any of the above noted holidays fall on a Saturday or Sunday, and are not proclaimed as being observed on some other day or as designated by the Employer, the following Monday or Tuesday, or the preceding Thursday and/or Friday shall be deemed to be holidays for the purpose of this Collective Agreement.
- 14.3 Regular employees who are not required to work on the above holidays shall receive holiday pay equal to one (1) regular day's pay. Regular employees required to work shall in addition to their regular day's pay, receive one and one half (1 1/2) times their regular rate of pay for each hour worked.

#### **ARTICLE 15 – SICK LEAVE PROVISIONS**

- 15.1 Sick leave is defined as a period of time a regular employee is absent from work due to disability or illness for which the regular employee is not eligible for compensation under the Workers' Compensation Act or the Employment Insurance Act.
- 15.2 Sick leave with pay shall be granted to regular employees on the basis of one and one-half (1½) days per full month worked, from the regular employees first day of hire to a regular position, with any unused sick leave accumulating to a total accumulation of sixty-four (64) work days. Sick days used shall be paid at the employees regular rate of pay.

- 15.3 The payment of sick leave benefits shall be suspended following 90 calendar days, and the benefits of the Alberta School Employees Benefit Plan (ASEBP) Extended Disability Plan shall apply where an employee is so eligible for these ASEBP benefits.
- 15.4 A regular employee returning from an ASEBP EDB leave, providing medical documentation stating the employee is fit to return to work, shall be provided an additional sick leave benefit of 90 calendar days.
- 15.5 Regular employees reporting off sick must do so to the Human Resources Department or Custodian/Grounds Coordinator as early as possible, prior to the commencement of their duties, unless unusual circumstances do not permit. Failure to do so, will result in the employee being considered absent from duty without an authorized leave.
- 15.6 A regular employee who is absent from work to obtain necessary medical or dental treatment or because of accident, disability or sickness for a period of more than three (3) consecutive work days, shall be required to present medical proof satisfactory to the Employer substantiating the need for medical leave.
- 15.7 A record of all unused sick leave will be kept by the Employer. At the close of each calendar year, each regular employee shall be provided with a record of his accumulated sick leave. A regular employee will be advised of his amount of accrued sick leave following application to the Employer.
- 15.8 If a part-time regular employee moves to a regular full-time position, sick leave will be transferred from part-time days to full-time days.
- 15.9 If a temporary employee moves to a regular position, without a break in service, their accrued sick leave entitlements will be transferred.

#### **ARTICLE 16 - BEREAVEMENT LEAVE**

- 16.1 A regular employee shall be granted up to five (5) days with pay per incident for the critical illness or death of spouse, child, parent, legal guardian, brother, sister, parents of spouse, grandparents, grandchildren, grandparents of spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or a relative who is a member of the employee's household.
- 16.2 A regular employee may take up to one (1) working day with pay to attend the funeral of aunts and uncles of the regular employee or spouse, or nieces or nephews of the regular employee.
- 16.3 Spouse is defined as current spouse (including common-law spouse and same gender partner).
- 16.4 Application for additional leaves of absence for bereavement purposes may be submitted in writing to the Director of Facilities and may be granted at the discretion of the Employer with or without pay.

- 16.5 When a regular employee qualifies for a bereavement leave during their period of vacation, and can demonstrate their vacation had to be discontinued as a result of the loss, there shall be no deduction from vacation credits for such absence. The vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the regular employee's option subject to operational considerations. The Employer may require evidence to support the regular employee's request to amend their leave.

#### **ARTICLE 17 - SUBROGATION**

- 17.1 An employee who receives salary or benefits from the Employer because the employee has been injured through the fault of another party, the Employer has subrogation rights. This means that the employee may be required to make a claim to recover the amount of the salary and benefits from the other party. Depending on the outcome of the employee's claim, the employee may be obliged to reimburse the Employer for any salary and benefits that have been paid to the employee.

#### **ARTICLE 18 – LEAVE OF ABSENCE**

- 18.1 Application for leave of absence shall be submitted in writing to the Director of Facilities or the Custodian/Grounds Coordinator and may be granted at the discretion of the Director of Facilities or the Custodian/Grounds Coordinator with or without pay. These requests shall not be unreasonably denied.
- 18.2 An employee who is absent without the authority of the Employer may result in disciplinary action up to and including termination.
- 18.3 The Employer agrees that representatives of the Union may attend meetings with the Employer during working hours for the purpose of negotiations and grievances at a time mutually agreed by both parties. Any leave of absence approved by the Employer in this regard shall be on a without pay and without benefits basis.

#### **ARTICLE 19 - GRIEVANCE PROCEDURE**

- 19.1 If any differences concerning the interpretation, application, operation, or any alleged violation of the Collective Agreement arises between the Employer, and its employees, the alleged violation shall be dealt with as follows:
- (a) An employee who has a grievance may verbally present it to his immediate supervisor. The supervisor shall provide a verbal reply within three (3) days exclusive of Sundays, Saturdays and Holidays.
  - (b) In the event that the matter is not satisfactorily adjusted by the Supervisor, the Employee may submit to the Employer, or designate, as soon as possible and in any case not later than ten (10) consecutive calendar days after the occurrence of the alleged violation a full and complete disclosure in writing of

all facts pertaining to the alleged violation together with all supporting evidence.

- (c) The Employer, or designate, shall meet within twenty-one (21) days of the submission to consider the case. The decision of the Employer will be sent to the Union and the Employee within three (3) working days after the hearing.
- (d) If the Employee is not satisfied with the decision of the Employer, or designate, the Union may submit the matter to a Grievance Arbitration panel provided, however, that the Union shall take such action and shall notify the Superintendent within fourteen (14) days of the meeting of the Employer, or designate, set out in paragraph (c) above. A grievance cannot, under any circumstances, be submitted to any grievance arbitration panel unless such notice is given to the Superintendent within the time stipulated.
- (e) Subject to the provisions of paragraph (d) above, the procedures to be followed by the Grievance Arbitration panel shall be as set out in the Labour Relations Code.

#### **ARTICLE 20 - BENEFIT PLANS**

- 20.1 The Employer shall pay 80% of the premiums of all participating regular employees for Alberta Health Care, Extended Health Care, Dental Plan, and Group Life and Long-Term Disability and 60% of the premiums of all participating regular employees for Vision Care.
- 20.2 Eligibility will be subject to the terms of the various plans.
- 20.3 The Local Authorities Pension Plan will be provided to eligible regular employees.
- 20.4 Effective September 1, 2012, all Regular Employees shall have access to a health spending account in the amount of \$500.00 per year.

Eligibility will be subject to the terms of the Health Spending Account rules.

Note: Effective the first day of the month following ratification.

#### **ARTICLE 21 - TERM OF COLLECTIVE AGREEMENT**

- 21.1 Unless otherwise specifically provided for in this Collective Agreement, this Collective Agreement shall take effect on the first of the month following ratification by both parties until the expiration date of August 31, 2020 and shall continue from year to year thereafter unless either party gives to the other party notice in writing not more than one hundred twenty (120) days and not less than sixty (60) days from the termination date in the year that it desires its termination or amendment.
- 21.2 Either party desiring to propose changes or amendments to this Collective Agreement

within the above stated period shall give notice in writing to the other party with a list of the changes or amendments proposed.

- 21.3 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 22 - CONTRACTING OUT

- 22.1 It is recognized that at times and for varying reasons, it is not feasible for certain work to continue to be performed by bargaining unit employees. As in the past, the Employer must, therefore, reserve the sole right to decide how and by whom any work is to be performed. Custodians working in the Camrose Composite High School covered by certificate 250-2005 issued by the Alberta Labour Relations Board will not have their work contracted out prior to the expiration date of this collective agreement.

## ARTICLE 23 – NO DISCRIMINATION

- 23.1 The Employer and the Union shall not discriminate against any employee on the basis of race, religious beliefs, gender, colour, mental disability, physical disability, marital status, age, ancestry or place of origin of that person. The Employer shall not discriminate against any of its employees on account of political beliefs, sexual orientation, nor by reason of their membership or activity in the Union.

CUPE Local 1075

*Jelly Buchbach*  
 \_\_\_\_\_  
*Nancy*  
 \_\_\_\_\_  
 \_\_\_\_\_

Battle River Regional Div. #31

*Lynn She...*  
 \_\_\_\_\_  
*Kita Marler*  
 \_\_\_\_\_  
 \_\_\_\_\_

Signed this *28* day of *Sept*, 2017

## LETTER OF UNDERSTANDING

- between -

THE BATTLE RIVER REGIONAL DIVISION #31  
(the "Employer")

- and -

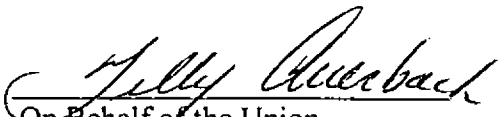
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL UNION NO. 1075  
(the "Union")**Re: Modified Hours of Work during Summer Months**

Subject to operational requirements, the Employer may approve requests for modified hours of work during the months of July and August, where school is not in session.

The parties agree to review the operation and application of this letter of understanding at the next round of bargaining.

This agreement will expire on the last day of the Collective Agreement, August 31, 2020.

  
\_\_\_\_\_  
On behalf of the Employer

  
\_\_\_\_\_  
On Behalf of the Union

Signed Sept 28, 2017

LETTER OF UNDERSTANDING

- between -

THE BATTLE RIVER REGIONAL DIVISION #31  
(the "Employer")

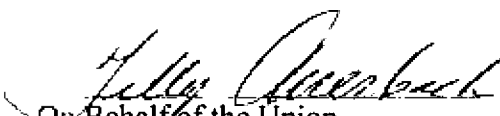
- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL UNION NO. 1075  
(the "Union")

**Re: Relieving Pay Head Custodian**

When the Employer appoints a Custodian to relieve the Head Custodian, such Employee shall be entitled to the hourly rate of pay for the Head Custodian from the date of appointment until the appointment is terminated by the Employer.

  
\_\_\_\_\_  
On behalf of the Employer

  
\_\_\_\_\_  
On Behalf of the Union

Signed Sept 28, 2017

## LETTER OF UNDERSTANDING

- between -

THE BATTLE RIVER REGIONAL DIVISION #31  
(the "Employer")

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL UNION NO. 1075  
(the "Union")

**Re: Joint Labour Management Committee**

The Employer and the Union agree to establish a joint labour/management committee.

The purpose of this committee would be to discuss workplace efficiencies in an effort to reduce overall workplace costs. The parties also agree to use this committee to improve communications between the Union and the Employer.

The Employer agrees that these meetings will be considered paid work time.

The composition of the committee will be two representatives from the Employer and two representatives from the Union.

  
\_\_\_\_\_  
On behalf of the Employer

  
\_\_\_\_\_  
On Behalf of the Union

Signed Sept 28, 2017