



*Collective Agreement
2016–2019*

Custodial and Maintenance Staff

**UNIFOR
LOCAL 777**

PREAMBLE

The two parties have agreed on the following principles:

1. We acknowledge and fully support the school's crucial role in promoting the cultural vitality of the community, as recognized by the Supreme Court of Canada in its Mahé ruling.
2. We fully endorse the vision adopted by the Board to reflect this role of the school: "(to offer) every child in its jurisdiction a quality education in a climate that fosters their sense of belonging within their community as well as within Canadian and global society."
3. In the eyes of the Board and all of its employees, this vision requires that all stakeholders in the schools be committed to the continuous improvement of the system in terms of the quality of instruction provided and the role of this system in supporting the development and vitality of the Francophone community.
4. Both parties acknowledge the importance of creating models for the integration of all members of the community in such a way as to contribute to the orderly development and vitality of the Francophone community as a whole.
5. Both parties further acknowledge that the world is rapidly changing and that the Francophone educational community must be able to remain at the leading edge of human and technological developments in order to continue to grow. Accordingly, they will strive to ensure that all agreements favour the achievement of their vision in a spirit of respect for individuals and their professionalism.

ARTICLE 1 - PURPOSE

- 1.1 The Regional Authority of the Greater North Central Francophone Education Region No. 2, better known as the Conseil scolaire Centre-Nord (the Board), and UNIFOR Local 777 (the Union) agree that the purpose of this Agreement, as and to the extent specified herein, is to ensure:
 - 1.1.1 the protection and continuous improvement of the interests of the Board's employees;
 - 1.1.2 the prompt and equitable settlement of any disputes arising between the employees, the Union and the Board;
 - 1.1.3 the smooth, effective and uninterrupted functioning of the school system.

ARTICLE 2 – RECOGNITION

- 2.1 The Board recognizes the Union as the exclusive bargaining agent for all employees covered under bargaining certificate no. 22-2014.
 - 2.1.1 The certificate includes all custodial and maintenance staff in the schools.
 - 2.1.2 The following employees are excluded:
 - 2.1.2.1 persons holding supervisory or management functions;
(secretary-treasurer, director of the DPR)

2.1.2.2 persons carrying out confidential duties related to labour relations with the Union; (human resources associate, finance associate)

2.1.2.3 positions covered by another bargaining unit; and

2.1.2.4 persons excluded by mutual agreement.

2.2 “Superintendent” refers to the person appointed at the head of the Board or his/her authorized designate.

ARTICLE 3 – UNION OFFICE

3.1 The Union shall provide the Board with a written, up-to-date list of all Local Union officers, committee members or any other union representatives, including a Unifor representative, authorized to handle the settlement of grievances or other official union business. The Board shall only recognize representatives whose names have been submitted to it in writing.

3.2 In all cases where this Agreement requires communication with the Union, said communication shall be made with the president of Local 777.

ARTICLE 4 – MANAGEMENT RIGHTS

4.1 No provision in this Agreement shall limit the Board’s right to exercise its management functions, including its right to hire, promote, demote, transfer, discipline, suspend, and dismiss employees for just cause, and the right to classify positions.

4.2 The above enumeration of management rights in no way excludes other management rights that are not specifically indicated. Accordingly, the Board retains all rights that are not expressly set out in this Collective Agreement, whether previously exercised or not.

ARTICLE 5 – RELATIONS

5.1 The parties hereby mutually agree that any person employed by the Board and covered by this Agreement can freely choose to become a member of the Union or to not become a member of the Union.

5.2 Neither the Board nor the Union shall discriminate against any employee on the grounds of membership or non-membership in a labour organization or a legitimate union.

5.3 The Board and the Union shall refrain from any form of discrimination against an employee who has filed a grievance.

5.4 Either party to this Agreement may inform the other party at any time of its intention to call a meeting. The time, date and location of this meeting shall be mutually agreed by both parties, provided it is held within fourteen (14) days of the meeting notice. No meeting shall be held in July and August without the consent of both parties.

5.5 The number of participants in meetings shall be determined with the consent of both parties.

ARTICLE 6 – ACCESS TO HUMAN RESOURCES FILES

- 6.1 All employees shall have the right to obtain and examine their own personnel file at a time established by mutual agreement. Employees shall have the right to respond in writing to any document in their file and their response shall thereupon become an integral part of their permanent file.
- 6.2 All letters of reprimand issued to the employee shall be kept in the employee's personnel file for a period of twenty-four (24) months following the most recent incident. At the end of this period, the letters of reprimand shall expire.

ARTICLE 7 – PAYMENT OF UNION DUES

- 7.1 The Board shall deduct monthly union dues as advised by the Union from the wages of each employee whose position is covered by this Agreement, regardless of whether the employee is a member of the Union. These deductions shall then be remitted by the Board's secretary-treasurer to the Local's secretary-treasurer.
- 7.2 Each month, the Board shall provide the Local's secretary-treasurer with a list indicating the name, address and dues amount deducted from each employee, along with their classification.

ARTICLE 8 – HOURS OF WORK, OVERTIME AND RECALL

- 8.1 It is agreed that, to the extent possible, the hours of work shall be established based on the general principle of forty (40) hours per week spread over five (5) days, from Monday to Friday.
 - 8.1.1 All full-time employees (8 hours per day) shall be entitled to two paid fifteen-(15)-minute breaks per full day of work. The timing of these breaks shall be determined jointly by the Administration and the school administration during the establishment of the work schedule. Breaks may be taken at the start or end of the work shift and shall be deemed to be part of the employee's normal hours of work. Part-time employees shall be entitled to breaks, pro-rated based on their full-time equivalency.
- 8.2 Overtime:
 - 8.2.1 All overtime shall be authorized by the Administration, except in the case of exceptional circumstances involving the risk of damage to the school, the school's security or the health of staff and pupils. Overtime shall be paid at the rate of time and one half the employee's normal rate of pay.
 - 8.2.2 By mutual agreement with his/her immediate supervisor, the employee may choose to take time off in lieu of pay for overtime worked. This time off shall be taken within three months of the time when the overtime was earned unless a special agreement is reached with the human resources officer. Overtime worked shall be paid based on the hourly rate applicable at the time this overtime is paid, in the form of paid hours or time off in lieu.

- 8.2.3 Outside of his/her normal working hours, the custodian responsible for opening his/her school for an authorized meeting shall be paid at the rate of time and one half the normal rate of pay for the authorized overtime.
- 8.2.4 The custodian who opens his/her school for an authorized meeting and who realizes that the party concerned is not present thirty (30) minutes after the agreed time may conclude that the meeting was cancelled without notice. The custodian shall be required to work three hours, which is the minimum recall period, and shall immediately notify the school administration on the following work day.
- 8.2.5 Overtime and recall shall be distributed equitably by the school administration among all the employees in a given category who are willing and qualified to perform the available work. Overtime performed between midnight and 8:00 a.m. shall be paid at double time. For employees whose regular work schedule starts at 6:00 a.m. or for custodians having a variable schedule (relief custodians), hours worked between midnight and 6:00 a.m. shall qualify as overtime paid at double time.
- 8.2.6 In case of a recall to work, the employee shall be paid for a minimum of three (3) hours of overtime. A "recall" is defined as any work performed outside of normal working hours of which the employee was not notified during normal working hours. An employee who is recalled to work between midnight and 8:00 a.m. shall be paid at double time unless his/her regular work shift starts before 8:00 a.m., in which case the double time rate shall apply until the start of the employee's regular work shift.
- 8.2.7 In the case of an authorized meeting or event, the school administration, in consultation with the Administration and the head custodian, shall determine the number of employees necessary for the effective performance of the services required for the occasion in question.
- 8.2.8 Overtime shall be paid at the rate of time and one half the employee's normal rate of pay when the period of work exceeds eight (8) hours per day and/or forty (40) hours per week.

ARTICLE 9 – SALARY

- 9.1 The job categories and salary rates indicated in the attached salary schedule, which forms an integral part of this Agreement, shall remain in force for the term of this Agreement in accordance with the provisions contained herein.
- 9.2 The Board will evaluate newly created or modified positions and undertakes to notify employees and the Union of any changes. The salary rates for job categories that are not contained in the salary schedule shall be negotiated with the Union and the schedule shall be amended accordingly.

ARTICLE 10 – STATUTORY HOLIDAYS

10.1 Holidays:

10.1.1 The following days shall be considered statutory holidays:

New Year's Day
Family Day
Good Friday
Victoria Day
Canada Day
Heritage Day (1st Monday in August)
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day
Christmas floating holiday
Easter Monday (if it is a school holiday or falls on the Monday of March break)

10.1.2 The Board shall determine the date of the Christmas floating holiday in such a way as to ensure the effective operation of the schools. The Christmas floating holiday shall be taken during the normal Christmas school holiday period.

10.2 If any of the statutory holidays mentioned in Article 10.1.1 falls on a weekend or an employee's normal day off, the employee shall be entitled to an additional day off on a date approved by the Administration.

A part-time employee who works less than five (5) days per week shall receive leave credits pro-rated to the number of days and hours of work provided.

10.3 The granting of time off for religious holidays or any other special holidays shall be at the discretion of the Board.

10.4 To be eligible for a paid holiday, employees must have worked on the last shift immediately preceding the holiday and the first shift immediately following the holiday, except in the case of absence due to illness attested by a certificate signed by a physician.

10.5 If any of the statutory holidays appearing on the list in Article 10.1.1 falls during the employee's vacation or sick leave, the holiday in question shall be paid and no annual vacation or sick leave credits shall be deducted.

ARTICLE 11 – VACATION

11.1 For the purposes of this article, "vacation year" corresponds to the period of twelve (12) months commencing on September 1st of each year and concluding on August 31st of the following year.

11.2 Annual paid vacation time is earned during each year of continuous service (called "vacation year") and is taken in the course of the following year.

- 11.3 Annual vacation shall be taken during the vacation period designated by the Board.
- 11.3.1 The needs and preferences of the employee shall be taken into due consideration, provided, however, that the dates requested do not interfere with the operational needs of the schools.
 - 11.3.2 Special requests for extended vacations or vacations outside of the normal vacation period may be authorized, as necessary. These requests are not subject to any specific date or timeframe.
- 11.4 Employees earn vacation time during each vacation year of continuous service. This vacation must be taken in the following vacation year. Vacation entitlement with pay for employees shall be as follows:
- 11.4.1 6% for each year worked or one and one-quarter ($1\frac{1}{4}$) days of vacation for each full month worked. (Fifteen [15] days for each twelve [12] months worked).
 - 11.4.2 8% for each year worked after eight (8) years of service or one and two-thirds ($1\frac{2}{3}$) days of vacation for each full month worked. (Twenty [20] days for each twelve [12] months worked).
 - 11.4.3 10% for each year worked after seventeen (17) years of service or two and one-twelfth ($2\frac{1}{12}$) days of vacation for each full month worked. (Twenty-five [25] days for each twelve [12] months worked).
 - 11.4.4 12% for each year worked after twenty-five (25) years of service or two and a half ($2\frac{1}{2}$) days of vacation for each full month worked. (Thirty [30] days for each twelve [12] months worked).
 - 11.4.5 Part-time employees shall have their vacation entitlements pro-rated based on their full-time equivalency (FTE).
- 11.5 Sick leave may be substituted for annual vacation if, upon producing a medical certificate that is satisfactory to the Board, the employee can demonstrate that his/her vacation plans were interrupted by an illness or accident.
- 11.6 All requests for annual vacation shall be submitted in writing at least two (2) weeks before the planned start of the vacation. No employee shall be authorized to take vacation without having obtained authorization in advance from a human resources representative. Vacation that has already been authorized cannot be changed unless otherwise mutually agreed.
- 11.7 Annual vacation cannot be carried forward from one year to the next unless a written request to this effect is submitted to the human resources associate. The decision shall be communicated in writing, stating the reasons for the decision.

ARTICLE 12 – AUTHORIZED LEAVE

12.1 General provisions:

- 12.1.1 “Authorized leave” shall mean leave granted for a specified period of time and for which the employee has requested and obtained authorization in advance from the human resources associate.
- 12.1.2 An employee may be granted authorized leave for a specified period of time or for a valid reason, but under no circumstances shall this leave exceed ninety (90) consecutive calendar days.
- 12.1.3 All requests for leave shall be submitted in writing at least two (2) weeks before the start of the requested leave, with the exception of the conditions provided for in Article 12.3.
- 12.1.4 During an authorized leave in excess of thirty (30) consecutive calendar days, the employee shall continue to be entitled to all employee benefits provided that he/she bears the full costs of such benefits. **The employee shall submit to the secretary-treasurer a series of post-dated cheques or an alternative proof of payment no later than the first day of the authorized leave, failing which the employee will be presumed to have suspended his/her benefits for the period of the leave.** All other privileges, other than the conditions provided for in Article 12.3, shall be suspended without loss of seniority.
- 12.1.5 Personal leave shall be granted for a maximum of two (2) calendar days per year (from September 1st to August 31), **after the probationary period**, to employees whose employment period for the current year exceeds 115 days, subject to the following conditions:
- i) the payable hours for these days shall be calculated based on the employee’s full-time equivalency;
 - ii) the employee shall notify the school administration, the custodian coordinator and Human Resources in writing at least fifteen (15) days in advance, except in an emergency, in which case a verbal notification shall be acceptable; and
 - iii) personal leave shall not be used during special activities at the school or for the purpose of extending fall, Christmas or spring leave or vacation.

If the employee fails to comply with the above conditions and if the employee is absent, these days shall be without pay and the employee shall be subject to disciplinary action.

- 12.1.6 An employee who fails to return to work following authorized leave on the date set by the Board shall, after five (5) days of absence from work, be dismissed on the grounds of having abandoned his position, except where the CSCN determines that there are attenuating circumstances.

12.2 Leave for union business:

12.2.1 Union representatives and union members shall be authorized to take leave without loss of pay to participate in official union activities as follows:

12.2.1.1 Members of the Bargaining Committee: a maximum of five (5) members shall be granted leave to meet with Board representatives during the official collective bargaining process, provided that these meetings are mutually agreed by both parties;

12.2.1.2 Authorized union representatives: a maximum of three (3) union representatives shall be granted leave to meet with Board representatives for official labour-management meetings to deal with matters of mutual interest. A fourth representative may attend, if necessary, at the expense of the Union.

12.2.2 Unpaid leave for other union activities may be authorized for a maximum of three (3) persons for a period of no more than two (2) weeks at a time.

12.2.3 An employee who is elected or appointed to a full-time position within the Union or any affiliated organization shall be granted leave without loss of seniority for a period of one (1) year. Leave of this type shall be renewable only one (1) time.

12.3 Family leave:

12.3.1 A paid leave of absence shall be granted to any employee faced with the critical illness or death of a spouse, child, sister, brother, parent, parent of a spouse, foster child or a member of their household, up to a maximum of:

- i) five (5) days in the case of a critical illness
- ii) five (5) days in the case of death
- iii) ten (10) days in the case of critical illness and death

12.3.2 One (1) day to attend the funeral of grandparents, a granddaughter or grandson, the grandparents of a spouse, a sister-in-law or brother-in-law. A maximum of two (2) additional days shall be granted solely to accommodate travel beyond 300 km.

12.3.3 The secretary-treasurer may authorize a leave of absence under the same conditions in the event of the death or critical illness of persons other than those specified above, and may grant an additional paid or unpaid leave of absence.

12.4 Parental leave:

12.4.1 Maternity leave:

12.4.1.1 All employees are entitled to maternity leave in accordance with the provisions of the Employment Standards Code and any amendments thereto.

12.4.1.2 Upon returning from maternity leave without pay granted in accordance with Article 12.4.1, the employee shall be reinstated in the same position or in a position with comparable wages in the same department.

12.4.1.3 The employer shall determine the date of commencement of the maternity leave except:

12.4.1.3.1 where the employee presents a medical certificate attesting that the leave must commence on an earlier date than that authorized by the employer, in which case the maternity leave shall commence on the date specified on the medical certificate; and

12.4.1.3.2 where the employee requests leave in accordance with the provisions regarding Employment Insurance benefits.

12.4.1.4 In the event of any illness arising prior to the maternity leave as a result of a complication of pregnancy, other than normal delivery, a medical certificate shall be required in order to meet the requirements of Article 13.

12.4.2 Adoption:

Upon reasonable notice to the employer, an employee shall be granted leave without pay for a maximum period of twelve (12) months following the adoption of a child. The employee shall be required to provide supporting documents.

12.4.3 Parental leave:

All employees shall be entitled to parental leave in accordance with the provisions of the Employment Standards Code and any amendments thereto.

12.5 Witness or jury duty:

12.5.1 All employees who are summoned for jury or witness duty in a court case shall be paid in accordance with the policy of the Board.

ARTICLE 13 – SICK LEAVE AND WORKERS COMPENSATION

13.1 The Board agrees to maintain the salary of employees in the case of a period of inactivity due to a non-compensable illness or accident in the following circumstances:

13.1.1 All employees who have successfully completed a probationary period shall be entitled to sick leave benefits. Sick leave credits shall be calculated based on the employee's effective date of employment. The Board does not reimburse employees for absences due to a non-compensable illness or accident occurring during their probationary period.

13.1.2 Sick leave credits shall be earned at the rate of two (2) working days per month, to a maximum of twenty-four (24) working days per year for staff hired for twelve (12) months and twenty (20) working days per year for staff hired for ten (10) months. All unused sick days may be accumulated by the employee up to a maximum of two hundred (200) working days.

Part-time employees working less than five (5) days per week shall be entitled to sick leave credits pro-rated to the number of days and hours worked.

13.1.3 Where an employee is absent due to illness or disability for a period of more than ninety (90) calendar days, which is the waiting period for disability insurance, he/she shall not earn any sick day credits or additional leave until he/she returns to work.

13.1.4 Payment of benefits shall be made upon presentation of a note from a physician or from a health professional recognized as a physician by the province of Alberta, based on the list published by the Canada Revenue Agency.

13.1.5 A statement of sick leave credits accumulated by all employees up to June 30 shall be forwarded to the Union each year. The amount of sick leave accumulated by an employee shall be provided by the human resources officer upon request.

13.1.6 The amount of sick leave accumulated by a part-time employee shall be calculated on a pro-rated basis and converted into full-time credits once the employee starts working full time.

13.1.7 The employee, or the person designated by him/her, shall inform the custodian coordinator and the school administration by telephone of his/her illness as early as possible, followed by a confirmation email to these same persons before the start of his/her work shift. The employee shall also notify Human Resources of his/her progress and expected date of return to work.

13.1.8 Sick days shall be used during the waiting period before the employee qualifies to receive long-term disability benefits. After an absence of more than ninety (90) calendar days, the employee must exercise his/her right to disability insurance.

13.2 Workers' compensation:

13.2.1 An employee who is the victim of a work-related accident shall notify his supervisor before leaving the work premises or as promptly as possible. If, after having done so, the employee is not authorized to return to his position with the employer because the Workers' Compensation Board has determined that a work-related accident has occurred, the employer shall supplement the wage-loss benefits paid by the WCB by paying a salary equal to at least ninety percent (90%) of the employee's net salary. The supplement in question shall be maintained for a period not to exceed the sick leave credits accumulated by the employee in accordance with Article 13.1.

13.2.1.1 If an employee who is the victim of a work-related accident fails to notify his supervisor as required, the employee will not receive the supplement mentioned above. The supplement shall not be reduced without first notifying the Union.

13.2.1.2 The employer will not pay the supplement to an employee who has been prescribed other treatments by the Workers' Compensation Board for an occupational illness or injuries suffered before being hired by the Board.

13.2.2 An injury that is deemed to be non-compensable under the terms of the *Workers' Compensation Act* shall be subject to the provisions of Article 13.1.

13.3 Upon returning from sick leave, long-term disability leave or workers' compensation, the employee shall normally be reinstated in the same function and position held prior to his leave, except in the case where the employee is returning from sick leave or workers' compensation of more than ninety (90) days.

ARTICLE 14 – SENIORITY

14.1 Seniority shall be the length of an employee's continuous service with the Board.

14.2 The employee shall retain and continue to accrue seniority for the first twelve (12) consecutive months of leave attributable to an illness or accident in accordance with articles 13.1 and 13.2.

14.3 Seniority shall be retained but shall cease to accrue in the following circumstances:

14.3.1 once the period specified in Article 14.2 has elapsed;

14.3.2 during a period of recall for a period of twelve (12) consecutive months or less following a lay-off.

14.4 Seniority is lost when:

14.4.1 the employee resigns or is dismissed for cause;

14.4.2 the employee is dismissed for having abandoned his position after five (5) days of absence, except where the CSCN determines there are attenuating circumstances;

14.4.3 the employee is laid off and has not been recalled to work after a period of twelve (12) consecutive months has elapsed.

14.5 The seniority list shall be revised once every year. A copy of this list shall be posted in each workplace and a copy shall be forwarded to the Union no later than February 1st of every year.

ARTICLE 15 – PROBATIONARY PERIOD

15.1 Probationary period

15.1.1 All new employees working in a position covered by this Collective Agreement or in a newly created position shall be subject to a probationary period of six (6) continuous months before becoming a member of the permanent staff.

In the event that a new employee is promoted to a higher-level position before completing the probationary period in the initial position, the probationary period of

six (6) months shall commence at the time of initial hiring and shall include the period of employment in the higher-level position. At a minimum, the employee shall be evaluated upon leaving the initial position and once again before the end of the probationary period. Once the probationary period has been satisfactorily completed, the employee shall be granted permanent status in the initial position.

15.1.2 The probationary period may be extended subject to mutual agreement of the Board and the Union. However, the extension shall not exceed six (6) additional months.

15.1.3 Notwithstanding any provisions to the contrary contained herein, an employee may be dismissed by the Board during the probationary period without recourse to the grievance or complaints procedure.

15.2 Trial period

15.2.1 An employee who obtains a position in a different category following a promotion or transfer shall be subject to a trial period of six (6) months.

15.2.2 The trial period is a period during which the Employer evaluates the employee's capacity to meet the requirements of a higher-level position.

15.2.3 An employee who is unable to meet the requirements of the higher-level position during the trial period shall be returned to a position in his/her previous level as soon as possible. This decision cannot be appealed through the grievance or complaints procedure.

15.2.4 There shall be no trial period in the case of a lateral transfer.

ARTICLE 16 – TEMPORARY AND CASUAL EMPLOYEES

16.1 An employee who is temporarily transferred to a higher classification shall be paid at the rate applicable to that classification. An employee who is temporarily transferred to a lower classification shall be paid at the rate applicable to his/her previous classification

16.2 An employee hired on a temporary basis shall be paid at the rate in effect for the position for which he/she was hired. A "temporary employee" is defined as an employee who holds a temporary position created for a pre-determined period of time or for a pre-determined task, or who is hired as a relief employee for a maximum period of six (6) months.

16.3 If a temporary employee is assigned to a permanent position in an equivalent category, the probationary period shall be reduced by the number of months for which the employee has already worked, to a maximum of three (3) months.

16.4 A casual employee is an employee who is employed by the Board on an occasional basis or for a period of less than four (4) months and who is paid on an hourly basis.

16.5 The Employer recognizes summer students and surveillance agents as casual employees under the Collective Agreement.

ARTICLE 17 – PROMOTIONS AND TRANSFERS

- 17.1 In the case of promotions or transfers, preference shall be given to the employee with the most seniority, provided that he/she has relatively equivalent qualifications (according to the supervisor in charge) and the physical capacities required. All employees who submit a request for a promotion or transfer, as well as the Union, shall be notified in writing of the name of the candidate selected.
- 17.2 All new positions, including vacancies, promotions, transfers, and temporary, part-time, permanent and full-time positions shall be posted on the Union's staff bulletin boards. Posting is not required for temporary positions lasting a maximum of sixty (60) days.
- 17.3 In the case of a vacancy or a newly created position, the Board shall post the available positions on all of the Board's official bulletin boards for a minimum period of five (5) working days.
- 17.3.1 Job notices shall include the salary range and any other information relevant to the position. A copy of these notices shall be forwarded to the Union.
- 17.3.2 Employees governed by this Collective Agreement shall be given preferential consideration for posted jobs. Employees interested in a vacant position must submit a written application. Where several employees apply for the same position, Article 17.1 shall be used to decide on a candidate.
- 17.4 In the event of an unforeseen vacancy or an emergency, the Administration can make temporary transfers as necessary for reasons of efficiency. The Union shall be notified of any such transfers.

ARTICLE 18 – LAY-OFF AND RECALL

- 18.1 Lay-off
- 18.1.1 In the event that lay-offs are necessary in a job category covered by this Collective Agreement, employees shall keep their positions based on their seniority within the job category in question; this means that the last employee hired within this job category shall be the first to be laid off.
- 18.1.2 The Board shall notify the Union of imminent lay-offs three (3) weeks in advance and shall give the laid-off employees three (3) weeks of notice or payment in lieu of notice.
- 18.2 Recall
- 18.2.1 The order in which employees are recalled to work shall be based on their seniority within the job category covered by this Collective Agreement and in which there is a vacancy; this means that the first employee laid off within a job category shall be the last to be recalled.
- 18.2.2 The Board shall notify a laid-off employee who is being recalled by means of a letter sent by Priority Post or courier to the employee's last known address.

- 18.2.3 Laid-off employees shall notify the Board in writing of any change of address.
- 18.2.4 Laid-off employees who receive a recall notice shall notify the Board in writing of their intention to return to work. The employer must receive this notice within seven (7) working days after the recall notice is sent. The employee shall report to work within ten (10) working days after the recall notice is sent.
- 18.2.5 Any employee who fails to respond to a recall notice in accordance with the above provisions shall be deemed to have submitted his/her resignation to the Board.
- 18.2.6 The Board shall no longer be responsible for laid-off employees after a period of twelve (12) months has elapsed since the date of the lay-off.

ARTICLE 19 – EMPLOYEE BENEFITS

- 19.1 All permanent employees shall be eligible for the benefits of the Alberta Health Care Insurance Plan in accordance with the provisions of Article 19.2. In addition, all permanent employees shall be eligible for all additional benefits provided for in Article 19.
- 19.2 The Board shall contribute, on behalf of all participating employees in the following group insurance plans, ninety-four percent (94%) of the total premium cost, effective September 1st, 2012:
 - 19.2.1 Extended Health Care;
 - 19.2.2 Dental Care;
 - 19.2.3 Life and Accidental Death and Dismemberment;
 - 19.2.4 Alberta Health Care Insurance Plan;
 - 19.2.5 Vision Care.
- 19.3 Health Spending Account

Effective September 1st, 2018, the Employer will provide a Health Spending Account to permanent employees, pro-rated based on the Employer-established full-time equivalency (FTE). The Employer agrees to contribute an annual amount of one hundred and seventy-five dollars (\$175), calculated and contributed on a monthly basis.

Effective March 1st, 2019, the Employer agrees to increase the annual amount to three hundred and fifty dollars (\$350), calculated and contributed on a monthly basis.

Effective August 31st, 2019, the employer agrees to increase the annual amount to five hundred dollars (\$500), calculated and contributed on a monthly basis.
- 19.4 Retired employees under the age of sixty-five (65) may continue to avail themselves of the benefit coverage they had before retiring, at the applicable group rates, until they reach the age of sixty-five (65), provided they pay all costs related thereto.

- 19.5 Employees may participate in the early retirement plan in accordance with the Board's policy.
- 19.6 The Board shall retain its share and the employee's share of all rebates to employment insurance premiums which may be granted to it.
- 19.7 All permanent employees working thirty (30) hours or more per week shall be automatically enrolled in the Local Authorities Pension Plan (LAPP) once they have completed their probationary period.

Employees who work fewer than fourteen (14) hours per week are not eligible for participation in the LAPP.

The School Board shall establish the eligibility criteria for temporary and/or part-time employees.

ARTICLE 20 – REFRESHER TRAINING

- 20.1 Upon the recommendation of the human resources officer, the Board shall reimburse the full cost (100%) of enrolment and manuals for an employee who successfully completes a technical, professional or correspondence course, with supporting evidence, provided that the appropriate receipts are submitted. This reimbursement shall apply exclusively to courses taken for the purpose of upgrading the employees' skills in the maintenance field and is subject to approval in advance by the human resources officer.
- 20.2 At the request of the employee, the Board shall reimburse fifty percent (50%) of the cost of enrolment and manuals acquired for any course approved in advance by the human resources officer, provided that the employee attends and successfully passes the course, with supporting evidence, and provided that the appropriate receipts are submitted.
- 20.3 The Board shall pay the full cost (100%) of the fees to renew the Building Operator "A" Certificate or the Building Operator "B" Certificate in schools where there is a boiler.

ARTICLE 21 – GRIEVANCE PROCEDURE

- 21.1 For the purposes of this Agreement, a grievance is defined as any dispute between the parties concerning the interpretation, application, administration, or alleged violation of this Collective Agreement.
- 21.2 It is agreed that maintenance of harmonious relations between the parties requires the prompt processing and disposition of grievances. Any grievance as defined above shall be presented within ten (10) working days of the incident giving rise to the grievance.
- 21.3 Nothing in this Agreement shall be invoked to preclude an employee from exercising the right to file a grievance in accordance with the procedure set out below.
- 21.4 At the request of the person concerned, the Union shall have the right to represent the employee in filing a grievance in accordance with this Agreement, as set out below.

21.5 The union representatives shall have sufficient time during working hours to investigate or present grievances, provided that they obtain permission from their supervisors in advance to leave their position. The Board agrees that such permission shall not be unreasonably withheld. The Union agrees that these privileges shall not be abused.

21.6 Grievances shall be handled according to a process in several steps:

21.6.1 Step 1:

An employee wishing to file a complaint or discuss a problem shall first present it verbally to his immediate supervisor. The supervisor shall respond verbally within the following five (5) business days.

21.6.2 Step 2:

If the employee is not satisfied with the immediate supervisor's decision, the employee, accompanied by his supervisor and a union representative, may present a grievance to the secretary-treasurer within the next ten (10) working days.

The employee shall present the grievance in writing with a copy to the Union. The secretary-treasurer shall respond to the grievance within the next fifteen (15) working days and the response shall also be given in writing.

21.6.3 Step 3:

If the employee is not satisfied with the secretary-treasurer's decision, the employee shall have ten (10) working days in which to appeal the decision to the Board. The Board or a committee appointed by the Board shall hear the appeal within fifteen (15) working days of receiving the appeal. The Board or a committee appointed by the Board shall respond to the grievance in writing within fifteen (15) working days following the appeal hearing.

21.6.4 Step 4:

If the grievance is not resolved at Step 3, the Board or the Union may refer the grievance to an arbitrator within fifteen (15) working days following the conclusion of Step 3. The party that refers the grievance to arbitration shall notify the other party in writing of its intent to proceed to arbitration. The arbitrator shall be appointed jointly by the parties and the proceedings carried on in accordance with the *Labour Relations Code*. If the parties are unable to agree on an arbitrator, the Alberta Labour Relations Board's Mediation Services will select one from its list.

If the grievance is not taken to arbitration as herein provided within fifteen (15) working days, it shall be deemed to have been settled at the conclusion of Step 3.

21.6.4.1 The power of the arbitrator shall be limited to matters related to the interpretation, application, administration and alleged violation of this Agreement. The arbitrator shall have no power to rule on any other matter or to alter, amend, annul, add to or subtract from any provision contained in this Collective Agreement. The arbitrator's decision shall be consistent with the provisions of this Collective Agreement.

- 21.6.4.2 The decision of the arbitrator shall be final and binding on both parties as well as on the employees concerned.
- 21.6.4.3 The time limits specified herein do not include Saturdays, Sundays or holidays recognized by the Board, and may be extended by mutual consent of the parties or by the arbitration board.
- 21.6.4.4 Arbitration costs:
Each party shall be responsible for its own costs, fees and the expenses of witnesses called by it or by its representative. The fees and expenses of the chairperson shall be shared equally between the parties.

ARTICLE 22 – NO LOCK-OUT, STRIKE OR WORK ACTION

- 22.1 During the term of this Agreement, the Union agrees that it will not declare or authorize its members to initiate or continue a strike, a sit-in strike, or any other activity that would interfere with the efficient operations of the Board; the Union also agrees not to allow picketing in the vicinity of the Board's premises. The Board agrees not to engage in any lock-out.

ARTICLE 23 – DURATION AND TERMINATION

- 23.1 This Agreement shall come into force on the first of the month following the date this Collective Agreement is signed by the parties and shall remain in full force and effect until August 31st, 2019, and from year to year thereafter, subject to the provisions to the contrary hereinafter provided.
- 23.2 Either party will have the authority to terminate this Agreement on August 31st, 2019, by giving written notice of its intention to the other party not less than sixty (60) days and not more than one hundred and twenty (120) days prior to the anniversary date of the Agreement.
- 23.3 In the event that either party wishes to amend this Agreement, it shall give written notice of such desire to the other party not less than sixty (60) days and not more than one hundred and twenty (120) days prior to the anniversary date of the Agreement.
- 23.4 If a notice to bargain has been given to either party, following a notice of termination, before the termination date of the Agreement, or if a notice of amendment has been given to either party, this Collective Agreement shall remain in effect until the completion of the collective bargaining process, as per the *Alberta Labour Relations Code*.
- 23.5 If the negotiations extend beyond the anniversary date of this Agreement, any salary increases shall be applied retroactively to this date and shall cover all employees in the service of the Board on the date of signing of the Agreement, including retired employees and employees on sick or disability leave.

ARTICLE 24 – SALARY SCHEDULE

24.1 The salary schedule for employees as of September 1st, 2016 is found in Appendix “B.”

24.2 The rates of pay for employees covered by this Collective Agreement shall be increased by the following percentages based on the salary schedule in effect on September 1st, 2016.

Salary schedule:

September 1 st , 2016	0%
September 1 st , 2017	0%
September 1 st , 2018	0%

Premiums:

Certificates A and B	
September 1 st , 2016	0%
September 1 st , 2017	0%
September 1 st , 2018	0%

Custodian Coordinator:

September 1 st , 2016	0%
September 1 st , 2017	0%
September 1 st , 2018	0%

Senior Custodian:

September 1 st , 2016	0%
September 1 st , 2017	0%
September 1 st , 2018	0%

Head Custodian:

September 1 st , 2016	0%
September 1 st , 2017	0%
September 1 st , 2018	0%

24.3 Refund for shoes

A refund for work shoes up to a maximum of \$100 per year (from September 1st to August 31st) shall be paid to employees in the service of the Board on August 31st of each year upon presentation of receipts. The payments shall be made during the month of September.

IN WITNESS WHEREOF, the Board and the Union have caused their duly authorized representatives to sign this Agreement in Edmonton, in the Province of Alberta, on this ____ day of _____, 20.

For the Board

For the Union

Secretary-Treasurer

Bargaining Unit Chair

Human Resources Coordinator

Member of the Bargaining Unit

Member of the Bargaining Unit

Bargaining Unit Representative

APPENDIX "A"

Premium for the position of relief custodian

The relief custodian shall receive a reimbursement for the cost of travelling between schools within the same day. The number of kilometres shall be equivalent to the shortest distance between two schools and shall not include the distance from the relief custodian's home to the first school and from the last school to the custodian's home. The amount of this reimbursement shall be established each year by the Board during its organizational meeting.

APPENDIX "B"

SALARY SCHEDULE AS OF SEPTEMBER 1ST, 2016

Increase of	0%	per hour plus	0.00%	<u>AWWE</u>
AUSE	Custodian start rate			
	Monthly			4,039.76
	Hourly			23.31
	Custodian job rate			
	Monthly			4,278.37
	Hourly			24.68
	Light duty cleaner (FTE = 0.50)			
	Monthly			1,693.24
	Hourly			19.54
Premiums	Certificate			
	Certificate A			0.42 per hour
	Certificate B			0.24 per hour
	Coordinator			
	Monthly			624.45
	Hourly			3.60
	Head Custodian			
	20,000 sq.ft.			2.00 per hour
	40,000 sq.ft.			2.56 per hour
	60,000 sq.ft.			2.67 per hour
	80,000 sq.ft.			2.76 per hour
	Senior Custodian			
	20,000 sq.ft.			0.00 per hour
	40,000 sq.ft.			0.56 per hour
	60,000 sq.ft.			0.67 per hour
	80,000 sq.ft.			0.76 per hour
	Summer students			
	Surveillance agents			16.21 per hour