

# EDMONTON PUBLIC SCHOOLS COLLECTIVE AGREEMENT

between

*Board of Trustees  
Edmonton School District No. 7*

and

*Canadian Union of Public Employees  
Local 474*

*September 1, 2017 to August 31, 2020*

**This Collective Agreement is a  
joint publication between**

**CUPE Local 474  
and  
Board of Trustees Edmonton Public School District No. 7**

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\* Denotes change to language

\*\* Denotes new language

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1. **EMPLOYEE**

"Custodial Personnel" or "employee" shall mean a person employed by the Board, within the bargaining unit, engaged in the operation of the heating and mechanical equipment, cleaning, as well as support related to the safety and care of the District's buildings and grounds. These responsibilities shall not include repairs to the building or equipment.

2. **DIVISION A EMPLOYEE**

Division A positions shall be 12-month positions.

- (a) **HEAD CUSTODIAN:** Shall be the Custodian in charge of the custodial staff and custodial functions in the District's buildings.
- (b) **CHARGE HAND:** Shall be the Custodian in charge of a shift in the District's buildings and shall be in charge of the custodial staff and custodial functions in the absence of the Head Custodian. Each site larger than 100,000 square feet and where there are three (3) or more custodial staff assigned to the afternoon shift, shall have a Charge Hand.
- (c) **UTILITY CUSTODIAN:** Shall be the Custodian responsible to the Head Custodian for the efficient operation of the heating and mechanical equipment in the District's buildings. In the absence of the Head Custodian when no Charge Hand is on duty, the Utility Custodian is in charge of the custodial staff and custodial functions.

Sites that are 100,000 sq. ft. or larger, shall either have a Utility Custodian on staff or shall access spare utility custodial services through supply services.

- (d) **SPARE CUSTODIAN:** Shall be a Custodian assigned by the Employer for custodial employment as required in the District's buildings.
- (e) **CUSTODIAN:** Shall be a Custodian employed to assist the Head Custodian in any District Building.
- (f) **TEMPORARY CUSTODIAN:** Shall be a custodial employee employed on a day-to-day basis to replace a Division A employee on a temporary basis. Notwithstanding other Articles in this agreement, employee benefits will be restricted to those provided under the Employment Standards Code.
- (g) **CUSTODIAL TECHNICIAN:** Shall be a Custodian responsible for the provision of service to District sites regarding carpet, upholstered furniture and floor care.
- \* (h) **CUSTODIAL MENTOR:** Shall be employed to provide general support by coaching, mentoring and training custodial staff within the District and will operate as a Spare Custodian when required.

- (i) RELIEF CUSTODIAN: Shall be a permanent custodial employee employed to replace a Division A employee on a temporary basis.
- (j) SPARE UTILITY CUSTODIAN: Shall be a Custodian assigned by the Employer to various locations within the District, but primarily to demised schools and high schools, primarily to perform the duties of a Utility Custodian.

3. **DIVISION B EMPLOYEE:**

- \* (a) CUSTODIAL ASSISTANT: Shall mean a person employed for the purpose of cleaning District buildings. Such duties shall not include the scrubbing and polishing of floors, care of boilers, changing lights, ladder work that exceeds what can be reached while standing on the third step of a ladder, snow removal and grass cutting.

No custodial assistant will be able to hold more than one position in the bargaining unit. Employees holding more than one position at the time of the ratification of this collective agreement shall be permitted to hold the positions until such time as the employee:

- (i) resigns or retires from one or both positions; or
  - (ii) permanently transfers to another position; or
  - (iii) is laid off
- (b) TWELVE-MONTH CUSTODIAL ASSISTANT: Shall mean a Custodial Assistant employed on a full or part-time basis for twelve (12) months of the year.
  - (c) TEN-MONTH CUSTODIAL ASSISTANT: Shall mean a Custodial Assistant employed on a full or part-time basis for the period when work sites are in operation including the Christmas and Spring recess periods. When June 30<sup>th</sup> falls on a Wednesday, this day will be considered an operational day for 10-month Custodial Assistants. When June 30<sup>th</sup> falls on a Tuesday, July 2<sup>nd</sup> and July 3<sup>rd</sup> will be considered operational days for 10-month Custodial Assistants.
  - (d) TEMPORARY CUSTODIAL ASSISTANT: Shall be a custodial employee employed on a day-to-day basis to replace a Division B employee on a temporary basis. Notwithstanding other Articles in this agreement, employee benefits will be restricted to those provided under the Employment Standards Code.

4. **PERMANENT EMPLOYEE**

A custodial employee hired and employed on a regular basis and subject to qualifications of employment as outlined in Article 19 but shall not include Temporary Custodial Assistants or Temporary Custodians.

5. **TEMPORARY EMPLOYEE**

An employee who is hired and employed on a temporary basis and assigned for a specific period of time not generally exceeding thirty (30) consecutive calendar days in one location. If the assignment is for longer than thirty (30) consecutive calendar days, then the Union will be notified immediately in writing. Wage rates will be equivalent as set out in Article 37.

Effective September 1, 1996, a temporary employee will accumulate seniority on the basis of days worked. Except for employees accessing Workers' Compensation Board (WCB) benefits or absent due to maternity, if the employee has a break in service of more than three (3) months, the accumulated seniority will be lost. Accumulated seniority will only be recognized once a temporary employee attains permanent status.

6. **BARGAINING AGENT**

Bargaining agent shall mean CUPE Local 474 or any duly appointed representatives of the Union to discuss with the representatives of the Employer any and all matters affecting this agreement and the Union. Representatives of the Union shall mean anyone duly elected or appointed by the Union and will also include any representative of the Canadian Union of Public Employees whom the Union may call upon at any time for assistance in negotiations, discussions or grievances with the Employer.

7. **BOARD OR EMPLOYER**

Shall mean the Board of Trustees of Edmonton School District No. 7 and/or its designated administrators.

8. **LIAISON COMMITTEE**

A liaison committee is comprised of representatives appointed by the Union and appointed by the Employer for the purpose of resolving problems unrelated to the collective agreement and separate and distinct from the context of negotiations. Conclusions reached by this Committee will be recorded in writing and referred as recommendations to the appropriate authority for consideration and response. The committee shall meet no less than once a month during the school year.

9. **MANAGEMENT RIGHTS**

- (a) Subject to the terms of this agreement, the Union recognizes the right and responsibility of the Employer to manage the system, including the right to hire, transfer, demote, suspend or discharge any employee for just cause and to determine the number and classification of employees to be placed in each location.

- (b) Effective June 21, 2012, the parties agree that in changing the collective agreement language from “school” to “site” the following will be exempted from any operational impact that could be implied through the language changes:
- District-owned buildings that do not deliver K-12 educational programming.
  - Multi-campus schools.
  - Facilities where the District provides educational programming pursuant to contracts with external agencies, Outreach programs and alternative programs that have an independent decision unit number.

10. **RECOGNITION AND NEGOTIATIONS**

- (a) The Employer agrees to recognize the Canadian Union of Public Employees Local 474 as the sole collective bargaining agent for all of the custodial employees so long as the Union remains certified as that bargaining agent.
- (b) It is agreed that the rates of pay, hours of work and other conditions of employment are proper items for negotiations between the Employer and the Union.
- (c) This collective agreement is fully applicable to all full-time, part-time, temporary or casual employees unless otherwise specified.
- (d) This agreement shall render null and void any agreements with employees that conflict with the terms of this agreement.

11. **LEGISLATION**

It is recognized that the Board and its employees operate under and are bound by legislation such as the School Act, Labour Relations Code, Employment Standards Code, Alberta Human Rights Act, Freedom of Information and Protection of Privacy Act, and other legislation enacted by the provincial and federal governments. Any Article in this agreement which conflicts with any of this legislation shall be null and void but the balance of the agreement shall remain in full force and effect.

12. **RESPECTFUL WORK ENVIRONMENT**

- (a) The District and the Union jointly affirm that every employee in the District is entitled to a respectful workplace. The environment must be free of discrimination and harassment as defined by Edmonton Public School Board Policy and Administrative Regulations.
- (b) Employees who wish to make a complaint are required to use the process outlined in the Edmonton Public Schools' Board Policy and Administrative Regulations.



- \*\* (c) The Union and the Employer agree that there shall be no discrimination by reason of membership or activity in the Union.

13. **UNION DUES**

- (a) The Employer shall deduct from every employee, whether members of the Union or not, any dues and/or initiation fees assessed by the Union.
- (b) Dues for a period of personal leave not exceeding three (3) months will be deducted from the first pay cheque of the employee following return to active service, unless the Union notifies the Employer that it has waived all or part of these dues.
- (c) Union dues will be submitted via direct deposit. Deductions referred to in this Article shall be forwarded by direct deposit to the Union's financial institution upon release of the employee's cheque on which the dues were deducted. Both an electronic copy and a hard copy list which contain name, complete address, phone number excepting a declared silent number, FTE rating and classification will be forwarded to the Union treasurer at the same time.
- (d) All employees who are presently members of the Union and future employees who become members of the Union shall remain members of the Union.

14. **CORRESPONDENCE**

The Union shall be notified in writing on a bi-weekly basis of the following information: job postings, temporary assignments, and any extensions to temporary assignments exceeding thirty (30) calendar days, acting appointments, extensions to trial periods, hirings, promotions, demotions, transfers (accommodation, identified for transfer (IDFT), administrative placement, changes to FTE's, layoffs, recalls, extended leaves of absence, resignations, suspensions, terminations, retirements and deaths. In each instance, the location of the employee will be identified. In the case of transfers or terminations, the reasons for the action will be included in the notification.

15. **CONTRACTING OUT**

- (a) No employee covered by certificate #446-92 or any subsequent amended certificate will lose their employment or have a reduction in FTE or change in classification as a result of contracting out the work of the bargaining unit. The Employer further agrees that any new site in the city of Edmonton will be staffed by employees within the bargaining unit covered by certificate #446-92. The Employer further agrees that all custodial functions (duties) will be performed by employees covered by certificate #446-92.

- \* The above shall be in effect from the date of ratification of a new collective agreement until August 31, 2026. If the date of August 31, 2026, falls within the term of a collective agreement, it shall remain in effect until the expiry of that collective agreement.
- (b) The Employer agrees that the employees covered by certificate #446-92 are responsible for performing custodial functions related to after hours use by rentals and community users. The Employer shall consult the Local regarding the impact on custodial staff arising from any changes to the Joint Use Agreement.
- \*\* (c) In extraordinary circumstances such as, but not limited to, catastrophic fire or flood, the Local shall be notified of the situation. Where external contractors are utilized, and if requested by the Local, a reasonable opportunity will be provided to visit the site to view the work being carried out.

16. **DISCIPLINE AND DISCHARGE**

- \* (a) An employee shall have the right to have a Union representative present at a meeting which involves disciplinary action and is likely to result in a written reprimand, suspension, demotion or termination. If an employee waives their right to Union representation, they will provide the District with written notice. The District shall forward the written notification to the Local a minimum of one (1) working day prior to the disciplinary meeting.
- (b) If the Employer issues any written reprimands against employees which will become records in their employee file, the employees shall be given copies of the reprimands and a Union representative shall be present if the employee so chooses. If an employee receives a series of reprimands which appear to be leading to the suspension or termination of that employee, the Employer shall discuss the matter with the President of the Union or designate.
- (c) An employee may be reprimanded, suspended, demoted or discharged but only for proper and sufficient cause. The employee and the Union shall be promptly notified in writing, by the Employer, with reasons for the action.

\* 17. **EMPLOYEE FILES**

- (a) Upon prior arrangement, an employee or representative of the Union with the written authority of the employee, shall have the right to have access to and review their employee file during office hours. Such access shall include the right to receive a copy of any document on their employee file. The employee shall have the right to respond in writing to any documents contained therein, such response becoming part of the record. The employee may also request a representative of the Union to be present during such review.

- (b) After thirty (30) months, an employee may request removal of disciplinary reports provided that there have been no further reports issued or disciplinary action taken within the thirty (30) month period.

18. **SENIORITY**

- (a) Seniority is defined as the length of service in the bargaining unit based on the Seniority List dated October 22, 2004. Commencing October 23, 2004, seniority will be calculated on the basis of paid service and shall be prorated based on the percentage of full-time employment. This will first be reported on the April 2005 Seniority List.
- (b) Where two (2) or more employees are appointed to permanent staff at the same time and those employees have equal seniority, the order of placement of the names on the seniority list shall be by alphabetical order of the last name.
- (c) An employee who leaves or resigns from the custodial staff shall lose all seniority and other service benefits, and in case of being rehired, shall be classed as a new employee.
- (d) The Employer shall by October 30<sup>th</sup> and April 30<sup>th</sup> provide updated copies of seniority lists in a mutually agreed format to the Union and work sites. Any protest with regard to seniority standing must be presented to the Employer within thirty (30) days from the date the lists are posted. Any error identified will be corrected and posted within thirty (30) days.

19. **NEW APPOINTMENTS & CERTIFICATION**

- (a) Medical Examination

Prospective employees, prior to being appointed to permanent staff, may be required to pass a medical examination conducted by a doctor(s) appointed by the Board. The cost of this examination will be borne by the Board. A copy of the medical examination report will be sent to the individual.

- (b) Probation

Newly hired employees shall be on probation for the first six (6) months of their employment.

Notwithstanding the above, the Employer may reduce the probationary period of an employee where training requirements have been completed and the employee has demonstrated a satisfactory work record.

The Employer reserves the right to terminate the services of employees at any time during their probationary period if their services are not satisfactory.

- (c) Certification qualifications shall be as follows, subject to any amendments necessary due to legislated changes:
- (i) Head Custodian
- Sites operating heating plants larger than 3,000 kW OR greater than 100,000 sq. ft. shall require a 4<sup>th</sup> Class Power Engineer's Certificate or Building Operator 'A' Certificate of Competency.
  - Sites operating heating plants between 750 – 3,000 kW shall require a 5<sup>th</sup> Class Power Engineer's Certificate or Building Operator 'B' Certificate of Competency.
  - Sites operating heating plants smaller than 750 kW, or sites with no responsibility for a heating plant shall require a 5<sup>th</sup> Class Power Engineer's Certificate or Building Operator 'B' Certificate of Competency (see *Note 1*).

**Note 1:**

When hiring into sites operating heating plants smaller than 750 kW, and the District is unsuccessful in hiring an applicant who possesses either a 5<sup>th</sup> Class Power Engineer's Certificate or Building Operator 'B' Certificate of Competency, then the District may consider applicants who do not possess the 5<sup>th</sup> Class Power Engineer's Certificate, but who at the time of the posting have successfully completed the Edmonton Public School's Power Engineering Certificate training program, or all classroom work associated with the 5<sup>th</sup> Class Power Engineer's Certificate.

If such an applicant is hired, then the District will support the Head Custodian to obtain their 5<sup>th</sup> Class Power Engineer's Certificate through the initiatives of Letter of Understanding #1, or other means that the District deems reasonable, for a period of up to thirty-six (36) months from the date of entry into the position. If the Head Custodian is unsuccessful in obtaining their 5<sup>th</sup> Class Power Engineer's Certificate during this period, for whatever reason, then that individual shall participate thereafter in regular supplemental District training to ensure they are fully competent to properly and safely carry out all aspects of the Head Custodian job.

- (ii) Custodial Mentor shall require a 4<sup>th</sup> Class Power Engineer's Certificate or Building Operator 'A' Certificate of Competency.
- (iii) Charge Hand
- Sites operating heating plants larger than 3,000 kW shall require a 4<sup>th</sup> Class Power Engineer's Certificate or Building Operator 'A' Certificate of Competency (see *Note 2*).

- Sites operating heating plants smaller than 3,000 kW shall require a 5<sup>th</sup> Class Power Engineer's Certificate or Building Operator 'B' Certificate of Competency.

Note 2:

An individual who is successful in obtaining a Charge Hand position in a site operating a heating plant larger than 3,000 kW will be provided with up to thirty-six (36) months in which to obtain a 4<sup>th</sup> Class Power Engineering Certificate. If the Charge Hand does not obtain the 4<sup>th</sup> Class Power Engineering Certificate, as required, within thirty-six (36) months of appointment, they shall be released from Board employment, except that when the Charge Hand has previously held a Division 'A' position, such employee shall be placed in a vacant Division 'A' position when a position becomes available, with no less classification and FTE than the last previously held Division 'A' position.

- (iv) Spare Custodian shall require a 5<sup>th</sup> Class Power Engineer's Certificate or Building Operator 'B' Certificate of Competency.
- (v) Spare Utility Custodian shall require a 4<sup>th</sup> Class Power Engineer's Certificate or Building Operator 'A' Certificate of Competency.
- (vi) Utility Custodian
  - Sites operating heating plants larger than 3,000 kW shall require a 4<sup>th</sup> Class Power Engineer's Certificate or Building Operator 'A' Certificate of Competency.
  - Sites operating heating plants smaller than 3,000 kW shall require a 5<sup>th</sup> Class Power Engineer's Certificate or Building Operator 'B' Certificate of Competency.
- (d) Edmonton Public Schools Building Operator Certificate (BOC)
  - (i) Custodians and Relief Custodians are required to obtain an Edmonton Public Schools Building Operator Certificate (BOC).
    - All new Custodians and Relief Custodians shall be enrolled in the BOC course within nine (9) months of their start date.
    - Custodians and Relief Custodians must successfully complete the course within eighteen (18) months of their start date.
    - Custodians and Relief Custodians shall be eligible for wages for time needed to attend BOC training. The Employer shall cover the cost of the course including required textbooks.
  - (ii) Subject to availability, Custodial Assistants and Temporary custodial staff shall be eligible to apply for BOC training. Time required to attend training shall be

the responsibility of the employee, however the Employer shall cover the cost of the course including required textbooks.

(e) Edmonton Public Schools Power Engineering Certificate (PEC)

All Division 'A' Custodial employees who have successfully completed the BOC course and who do not possess a Building Operator 'B' Certificate of Competency or 5<sup>th</sup> Class Power Engineer's Certificate or a Building Operator 'A' Certificate of Competency or 4<sup>th</sup> Class Power Engineer's Certificate shall have the opportunity to be enrolled in the EPS (PEC) course.

The full cost of the EPS PEC course, including textbooks, shall be paid by the Employer.

(f) 5<sup>th</sup> Class Power Engineering Certificate

All Division 'A' Custodial employees shall have the opportunity to be enrolled in a 5<sup>th</sup> Class Power Engineering Certificate course. Division 'A' Custodial employees enrolled in a 5<sup>th</sup> Class Power Engineering Certificate course will be provided an opportunity to gain the experience required by legislation to obtain the 5<sup>th</sup> Class Power Engineering certification.

Where prior written approval has been received from the Employer, the full cost of the 5<sup>th</sup> Class Power Engineering Certificate course, including textbooks, shall be paid by the Employer.

(g) 4<sup>th</sup> Class Power Engineering Certificate

All Division 'A' Custodial employees shall have the opportunity to apply to be enrolled in a 4<sup>th</sup> Class Power Engineering Certificate course. If approved, employees enrolled in a 4<sup>th</sup> Class Power Engineering Certificate course will be provided an opportunity to gain the experience required by legislation to obtain the 4<sup>th</sup> Class Power Engineering certification. Where prior written approval has been received from the Employer, the full cost of the 4<sup>th</sup> Class Power Engineering Certificate course, including textbooks, shall be paid by the Employer.

20. **JOB POSTINGS**

- (a) When a new position is created within the bargaining unit or when a vacancy occurs, which shall include the resignation of an incumbent from a position within the bargaining unit, or when a position is amended to increase from part-time to full-time equivalent, the Employer shall immediately notify the Union in writing and send notice of the new or amended position or vacancy to the custodial staff for posting in each work site for a minimum of five (5) working days so that all employees will have reasonable opportunity to become aware of the vacancy or new or amended position.

- (b) Vacant positions shall normally be posted no later than five (5) working days following the date the vacancy occurs, except that unexpected vacancies that occur during the school summer recess will be posted immediately following the first normal instructional day of the school year.
- (c) Such notice for positions inside the bargaining unit shall contain the following information: nature of position, qualifications, size of work site, number of custodial staff presently in the work site, shift, and wage or salary category in accordance with the collective agreement.
- (d) No outside advertisement for any vacancy within the bargaining unit shall be placed until the applications of present employees have been considered. Job postings shall be bid twice internally before an external candidate can be considered.
- (e) When an employee is assigned to a vacant position in order to be accommodated under the Alberta Human Rights Act, the position shall not be considered a vacancy and posting requirements under this Article shall not apply.

21. **PROMOTIONS AND TRANSFERS**

- (a) Both parties recognize that job opportunity, including opportunity for promotion should increase in proportion to length of service. Therefore, in making staff changes, transfers or promotions, appointments shall be made on the basis of qualifications, performance and seniority as defined in Article 18. In the event that two (2) employees are considered relatively equal in qualifications and performance, seniority shall be the deciding factor.
- (b) An employee who accepts a position outside the bargaining unit within Edmonton Public Schools shall be given the option in writing to be placed on a leave of absence for up to one calendar year, with a copy provided to the Union. During this leave, the employee will continue to accrue seniority within the bargaining unit on the condition that the employee continues to pay Union dues. Such an employee shall have the right to return to their former position within one calendar year.  
  
If the Employer determines that it is necessary to fill any subsequent vacant position(s) in the bargaining unit, they shall be posted as temporary positions. Employees occupying the resulting temporary position(s) shall have the right to return to their original position.
- (c) In the filling of unexpected vacancies, the Employer may temporarily transfer employees in the interests of efficiency. Such transfers shall not exceed six (6) months in duration. In the event the vacancy is caused by the resignation or death of an employee, Article 20 shall apply.

- (d) If a temporarily transferred employee is replacing an employee who is absent as a result of illness, the temporary transfer may be extended for a further six (6) months.
- (e) At the end of this twelve (12) month period, the position shall be declared vacant and the Employer shall post the vacancy.
- (f) Permanent employees temporarily assigned to a higher classification, for a minimum of three (3) working days, shall be eligible for the rate of pay of the higher classification. The higher rate of pay shall be retroactive to the first day of the assignment. Employees temporarily assigned to a lower classification shall continue to receive their regular rate of pay.

Spare employees' eligibility shall be limited to those incumbents who possess a Building Operator 'A' or 4<sup>th</sup> Class Certificate and are assigned to a site in excess of 100,000 sq. ft.

- (g) Employees returning from leave after their positions have been declared vacant will be placed in the first available position consistent with their qualifications.
- (h) An employee who has successfully bid on a position cannot apply for a similar position as defined in Article 2 and Article 3 for a period of ninety (90) calendar days from the date of completion of the probationary or trial period. Notwithstanding the foregoing, this restriction will not apply in the case where an employee has been declared surplus and, in exceptional circumstances, may be waived provided that the Union is notified in writing.
- (i) When an employee is demoted, for culpable or non-culpable reasons, by the Employer to a position with a lower basic rate of pay, the employee's basic rate of pay shall be frozen for twelve (12) months or until the basic rate of pay for the new position is equal to or greater than the employee's previous basic rate of pay, whichever comes first.

## 22. TRIAL PERIOD

- (a) Promotions shall be subject to a trial period of up to ninety (90) calendar days. The trial period may be extended by the number of days of the summer recess. Any extension of the trial period and the reasons will be communicated in writing to the affected employee.
- (b) Transfers shall be subject to a trial period of up to ninety (90) calendar days in the first thirty-six (36) months of employment only. The trial period may be extended by the number of days of the summer recess. Any extension of the trial period and the reasons will be communicated in writing to the affected employee. Transfers after thirty-six (36) months of employment are not subject to Articles 22(c) and 22(d).



- (c) An employee who is promoted or transferred to another position within the bargaining unit and, in the opinion of the Employer, has been unsuccessful during the trial period, shall be returned to the employee's former position if it is available. If the employee's former position is not available, the Employer will transfer the employee to a mutually agreeable available position equivalent in pay. If there are no mutually agreeable available positions, then they shall be returned to their former position. Any other employee displaced as a result of this process shall receive the same entitlement as described above. Employees shall not lose seniority as a result of this process.
- (d) If an employee who is promoted or transferred to another position within the bargaining unit concludes, during the trial period, that the position is not suitable, the employee shall provide the Employer with the reasons in writing why the position is not suitable and the Employer shall return the employee to the employee's former position if it is available. If the employee's former position is not available, the Employer will transfer the employee to a mutually agreeable position equivalent in pay as soon as possible.
- (e) Notwithstanding Articles 22(c), 22(d) and 21(b), a Head Custodian who transfers to a position as a result of the closure of a site and is unsuccessful during the trial period in the new position shall be transferred to the Spares Board pending appointment to another Head Custodian position.

\* 23. **LAYOFFS AND RECALLS**

- (a) A layoff shall be defined as a reduction in the work force and shall include reduction from full-time to part-time status.
- (b) (i) In the event layoffs become necessary, employees shall be laid off in the reverse order of their seniority in their respective divisions. Notwithstanding the foregoing, when an employee's position has been identified as surplus and the employee is identified for transfer, such employee will be provided with two (2) weeks written notice and: will first be placed, in order of seniority, into a vacant position with the same classification, FTE, 10/12 month status and with the same hourly rate of pay. Where there is no suitable vacant position available, the employee shall have the right to first bump into the least senior employee's position in the same classification provided that position carries an equal or lesser salary without a reduction of hours of work. The Board shall provide the Union and employees who are to be laid off or bumped two (2) weeks written notice or pay in lieu of notice for the employee.
- (ii) In all cases of layoff or bumping, suitable vacancies shall be utilized prior to an individual exercising bumping rights.

- (c) The least senior employee who is bumped from their position and is identified for layoff, and has not been given two (2) weeks' notice, will be transferred to the supply list for up to two (2) weeks without loss of salary and benefits while actively providing service to the supply list.
- (d) Employees shall be recalled in the order of their seniority provided they are qualified to do the work.
- (e) New employees shall not be hired until those laid off within the previous one hundred twenty (120) calendar days have been given the opportunity to recall. Employees recalled within the one hundred twenty (120) calendar day period will not suffer any loss in seniority. Employees being recalled will be sent a registered letter and must provide a written response within ten (10) working days of the date the letter is mailed.
- (f) In the event of layoffs, employees who have lost seniority by reasons of having transferred to another division shall have the right to return to the division in which they were previously employed, thereby regaining seniority status in accordance with Article 18 of the agreement.

24. **LEAVES OF ABSENCE**

- \* (a) A request for general leave of absence without pay may be granted to an employee for a period not exceeding one (1) month provided that, except in the case of an emergency, the request is made in writing at least forty-eight (48) hours in advance of the requested leave.

Employees with a minimum of three (3) years continuous service with the Board may be granted up to one (1) year general leave of absence without pay. If the leave extends beyond one (1) year, the position shall be declared vacant and the Employer shall post the vacancy.

- (b) Union representatives duly appointed to attend functions such as conferences, conventions, Union-related educational seminars and meetings, or to cover in the Union office, may upon application to the Employer by the Secretary or President of the Local be granted special leave of absence without pay. These requests shall not be unreasonably denied.
- (c) Upon approval from the Employer, when employees during regular working hours attend a meeting between the Employer or its officials and the Union dealing with Union business, they shall not suffer any loss in pay.

If the meeting exceeds one (1) hour, at the discretion of the Employer, the employees shall receive overtime rates of pay for the extra time necessary to complete their work after regular hours.

Employees acting as Union representatives during a meeting with the employee(s) and/or the Employer to discuss a complaint or grievance shall have pay for any lost time recovered from the Union.

- (d) Employees shall be entitled to leave of absence with full pay for a period of up to seven (7) consecutive calendar days when an employee is required to be absent as a result of critical illness or death of a near relative or other persons. Granting the leave shall be at the discretion of the Board based on the specific circumstances of each request. If the bereavement occurs while the employee is on vacation, there shall be no deduction of vacation credits from the period of the bereavement leave.
- (e) Leave of absence with pay for critical illness or death as defined in Article 24(d) above is not applicable when the employee is on sick leave or leave of absence.

However, the Employer may waive this provision for one (1) or more days as circumstances warrant.

- (f) If requested, a medical certificate must be presented by the employee stating that the illness was in fact critical before payment is made for leave of absence due to critical illness.
- (g) Upon written request, the Employer shall grant leave of absence without pay and without loss of seniority to any employee who wishes to be a candidate in a federal, provincial, municipal or school board election. Except where prohibited by applicable legislation, an employee who is elected to such public office shall be granted further leave of absence without pay and without loss of seniority for the term they are elected. If elected, such employees shall be paid out any earned vacation or banked time at the commencement of their leave.

An employee who is elected or selected for a full-time position with the Union shall be granted a leave of absence without pay and without loss of seniority for the term they are elected.

An employee who is elected or selected for a full-time position with any other body with which the Union is affiliated, shall be granted leave of absence without pay and without loss of seniority for a period of up to one (1) year, which may be renewed each year at the discretion of the Employer. Such employees shall be paid out any earned vacation or banked time at the commencement of their leave.

- (h) Employees shall be allowed one (1) day leave of absence with pay and without loss of seniority or benefits for their formal hearings to become Canadian citizens.
- (i) Employees called for jury duty shall be paid full salary and will reimburse the Board an equivalent amount of any jury stipend set by the court.

- (j) The Employer will bear the cost for an employee required to attend a meeting during working hours between the Employer or its officials and the Union dealing with Union business. This would include an employee acting as a Union representative during a meeting with the employee and the Employer to discuss a complaint or grievance. Such employee requires the approval of their supervisor for the release time. No payment will be made to the Local for the attendance at meetings of any elected official seconded to the Local.
- (k) Family Illness Leave - Leave of absence with pay shall be granted to an employee to a maximum of three (3) days per school year for the purpose of attending to the medical needs of the employee's parents, employee's spouse, or for the care of a sick child who resides in the home of the employee. On request, employees may be required to show proof of medical care.

\* 25. **MATERNITY/PARENTAL LEAVE**

- (a) (i) An employee with a minimum of ninety (90) days of service shall be granted leave in accordance with Article 25(a)(ii).
- (ii) Leave of absence without pay or benefits shall be granted, upon thirty (30) days written notice where possible, to an employee as follows:
  - o birth mothers shall be eligible for up to sixteen (16) consecutive weeks of maternity leave.
  - o birth and adoptive parents shall be eligible for up to sixty-two (62) weeks of parental leave. Parental leave may be taken by the birth mother (immediately following maternity leave), the other parent, adoptive parents, or both parents (shared between them). If the parents intend to share the parental leave, and they are both District employees, they shall advise the District of their intentions and will be eligible for a combined maximum of sixty-two (62) weeks.
- (iii) Maternity leave shall commence at the discretion of the employee at any time within thirteen (13) weeks of the estimated date of delivery. Maternity leave can begin no later than on the actual date of delivery.
- (iv) Parental leave can begin at any time after the birth or adoption of the child but must be completed within seventy-eight (78) weeks of the date a baby is born or an adopted child is placed with the parent.
- (v) The employee may terminate the maternity/parental leave with four (4) weeks' notice, in writing, at any time during the leave period. Upon completion of the leave, the employee shall return to the position held when the leave

commenced. If that position no longer exists, the Employer shall provide the employee with alternate work of a comparable nature at the same wages.

- (vi) Should any changes in salary rates or benefits occur during the leave, the employee shall be paid in accordance with the current collective agreement.
- (b) The board shall maintain a maternity supplement to Employment Insurance benefits which will pay an employee who is unable to work because of her pregnancy, one hundred percent (100%) of regular earnings during a maximum of ninety (90) calendar days surrounding the delivery date of her child.
- (c) During the health-related portion of maternity leave, health insurance premiums are payable by the Employer as provided by this agreement.
- (d) Notwithstanding Article 25(a), an employee on maternity leave without salary may access sick leave entitlements as provided in Article 26, if satisfactory evidence of medical disability is provided to the Board.
- (e) Paternity Leave – An employee may be granted up to three (3) days leave with pay at the time of the birth of his child.
- (f) Adoption Leave – An employee may be granted up to three (3) days leave with pay at the time of the initial placement of an adopted child.

\* 26. **SICK LEAVE**

- (a) Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick, disabled or involved in an accident not covered by Workers Compensation or the disability provision of the current benefit plan.
- (b) Sick leave shall be earned by employees on the basis of twenty (20) working days per year. Employees shall accrue one hundred percent (100%) of all unused sick leave until they reach an accumulation of one hundred eighty-five (185) working days.  
  
Notwithstanding the above, if employees are absent due to sickness or disability or WCB for a period of ninety (90) consecutive calendar days, further accumulation of sick leave entitlement shall be discontinued until such time as they return to work.
- (c) In the event that an employee is absent for two (2) consecutive shifts, the Board, no later than the commencement of the third shift, will provide a replacement or authorize equivalent overtime.
- (d) Employees not having completed one (1) full year of continuous service shall be entitled to sick leave on a prorated basis.

- (e) In the event of sickness, employees shall be entitled to draw upon all sick leave accumulated to the end of each pay period.
- (f) It shall not be the expectation for the employees to obtain medical documentation in support of each absence. However, before payment for sick leave is made:
  - (i) Employees may be required to provide a certificate from a qualified medical or dental practitioner for sickness in excess of three (3) working days;
  - (ii) Notwithstanding article 26.f(i), employees may be required to provide a certificate from a qualified medical or dental practitioner for an absence of three (3) days or less when the absence is part of an extended pattern of absences, is taken on the day of a denied vacation or leave of absence, or is taken on a day when there is a scheduled meeting with the employer.

The cost of the medical certificate will be covered by the employer. All medical certificates shall be provided to Employee Health Services.

- (g) Where sick leave extends for a period of more than one (1) month, an employee may be required to furnish a medical certificate at the end of each month of sick leave.
- (h) The Employer shall be entitled to require of an employee, but at no cost to the employee, a medical examination by a medical practitioner selected by the Employer.

Such an examination, where practical, will occur on an operational day. The Employer shall ensure that the medical practitioner is requested to provide a copy of any resultant report to the employee.

- (i) The employee shall provide the Employer with access to any relevant information regarding medical restrictions related to the accommodation and/or return to work of the employee. The Employer shall notify employees who require modified duties or an accommodation in returning to work, of their right to representation. In the event there is a written return to work plan, it will be forwarded to the Union unless the employee indicates otherwise in writing. The return to work plan will include information regarding the position and location.
- (j) When employees terminate their employment, or are terminated without returning to work after sick leave, they shall not receive pay for such sick leave unless supported by a certificate from a qualified medical or dental practitioner.

\* 27. **GROUP INSURANCE**

The Board will pay one hundred percent (100%) of any surcharge levied by the Alberta School Employee Benefit Plan or a plan with equivalent or better benefits provided by the Board or at a cost equal to or less than ASEBP.

- (a) Employees' participation in the pension and group insurance plans shall be in accordance with the plans which are in force from time to time.
- (b) The Employer's monthly contributions towards the premium of the group insurance plan shall be as follows:
  - (i) Alberta School Employee Benefit Plan (ASEBP) or a plan with equivalent or better benefits provided by the Board or at a cost equal to or less than the ASEBP.

|  |   |
|--|---|
| ALBERTA HEALTH CARE                    | Employer's contribution will be a cash amount equal to premiums in effect for the 2017-18, 2018-19, 2019-20 years.          |
| EXTENDED HEALTH CARE (PLAN 2)          | The Board's contribution shall be 100%.   |
| DENTAL CARE (PLAN 3)                   | Employer's contribution will be a cash amount equal to premiums in effect for the 2017-18, 2018-19, 2019-20 years.          |
| VISION CARE (PLAN 3)                   | Employer's contribution will be a cash amount equal to premiums in effect for the 2017-18, 2018-19, 2019-20 years.          |
| LIFE/AD.D. (PLAN 2A)                   | The Board's contribution shall be 100%.   |
| EXTENDED DISABILITY INSURANCE (PLAN D) | The Board's contribution shall be 0%.<br>Effective within 90 days from ratification, the Board's contribution shall be 75%. |

- (ii) The order of payment for benefit plans by the Board will be as follows:
  - Extended Disability Plan D
  - Extended Health Care Plan 2
  - Dental Care Plan 3A
  - Vision Care Plan 3
  - Life and A.D.D. Plan 2A
  - Alberta Health Care

- (c) Temporary custodial staff shall be eligible to apply for benefits under the Substitute Teachers and Casual Staff (STACS) benefits plan provided by the current benefits provider or a plan with equal or better benefits provided by the District. Staff who do elect to enroll shall be responsible for the full cost of associated premiums.
- (d) Employees who become eligible for disability benefits as provided by Article 27(b) above shall not be entitled to the sick pay benefits provided elsewhere in this agreement.
- (e) The Board will establish for each permanent staff member, a Health Spending Account. The Board will contribute annually an amount for each 1.0 FTE employee of four hundred dollars (\$400.00). Effective September 1, 2018, employees will have the option of choosing a Wellness Spending Account and/or a Health Spending Account. Effective September 1, 2019, this amount will be four hundred fifty dollars (\$450.00).

These contributions shall be prorated for employees working less than full time with the Board. The unused balance will be carried forward for a total accumulation of two (2) years. Employees leaving the employ of the Board will forfeit any remaining balance.

- (f) (i) All permanent full-time employees who meet the eligibility requirements of the Local Authorities Pension Plan shall participate in the Plan.
- (ii) All permanent part-time employees shall have the option of participating in the Local Authorities Pension Plan subject to approval of the Pension Board.
- (g) (i) Employees who retire in accordance with the Local Authorities Pension Plan (whether or not they participate in that Plan) shall receive a retirement allowance based on the following schedule:

| <b>EMPLOYEES RETIRING</b>        | <b>Sept 1/17</b> | <b>Sept 1/18</b> | <b>Sept 1/19</b> |
|----------------------------------|------------------|------------------|------------------|
| <b>After 10 years of service</b> | \$4,131          | \$4,131          | \$4,183          |
| <b>After 11 years of service</b> | \$4,956          | \$4,956          | \$5,018          |
| <b>After 12 years of service</b> | \$5,783          | \$5,783          | \$5,855          |
| <b>After 13 years of service</b> | \$6,610          | \$6,610          | \$6,693          |
| <b>After 14 years of service</b> | \$7,437          | \$7,437          | \$7,530          |
| <b>After 15 years of service</b> | \$8,264          | \$8,264          | \$8,367          |
| <b>After 16 years of service</b> | \$8,672          | \$8,672          | \$8,780          |
| <b>After 17 years of service</b> | \$9,081          | \$9,081          | \$9,195          |
| <b>After 18 years of service</b> | \$9,490          | \$9,490          | \$9,609          |
| <b>After 19 years of service</b> | \$9,897          | \$9,897          | \$10,021         |
| <b>After 20 years of service</b> | \$10,308         | \$10,308         | \$10,437         |
| <b>After 21 years of service</b> | \$10,722         | \$10,722         | \$10,856         |
| <b>After 22 years of service</b> | \$11,145         | \$11,145         | \$11,284         |
| <b>After 23 years of service</b> | \$11,563         | \$11,563         | \$11,708         |



| <b>EMPLOYEES RETIRING</b>                                      | <b>Sept 1/17</b> | <b>Sept 1/18</b> | <b>Sept 1/19</b> |
|--|------------------|------------------|------------------|
| <b>After 24 years of service</b>                               | \$12,012         | \$12,012         | \$12,162         |
| <b>After 25 years of service</b>                               | \$12,402         | \$12,402         | \$12,557         |
| <b>After 26 years of service</b>                               |                  |                  |                  |
| September 1, 2017 \$383 will be added to the retirement bonus. |                  |                  |                  |
| September 1, 2018 \$383 will be added to the retirement bonus. |                  |                  |                  |
| September 1, 2019 \$388 will be added to the retirement bonus. |                  |                  |                  |

- (ii) Service shall not include any periods of absence in excess of three (3) consecutive months.
- (iii) The allowance shall be pro-rated for any periods less than full-time employment.
- (iv) The allowance will be increased each year by the average increase in employees' salaries.

**28. VACATIONS AND HOLIDAYS**

- \* (a) All permanent full-time employees shall receive an annual vacation with pay based on years of continuous service. Changes to accrual rates shall be applied at the beginning of the pay period immediately following the attainment of the designated threshold. Accrual rates shall be based on the following continuous years of service:

After one (1) year and up to seven (7) years ..... Three (3) weeks  
 After seven (7) years and up to sixteen (16) years ..... Four (4) weeks  
 After sixteen (16) years and up to twenty-four (24) years ..... Five (5) weeks  
 After twenty-four (24) years ..... Six (6) weeks

All employees shall be entitled to the bonus days as specified in clause 28(f).

- (b) Permanent part-time employees shall receive annual vacations as specified in Article 28(a) on a prorated basis in accordance with their FTE.
- (c) Employees shall earn vacation at the applicable rate immediately upon hire.
- (d) Temporary custodial employees shall receive vacation pay in accordance with regulations governing vacations with pay in the Employment Standards Code.
- (e) Employees scheduled to work on a 12-month per year basis shall be entitled to carry over a maximum of one year vacation entitlement to the following year. The vacation year for carry over purposes shall end effective the last pay period of the calendar year. An employee's earned vacation in excess of one year's entitlement on this date shall be paid out in February of the following year.

Employees scheduled to work on a 10-month per year basis shall not be permitted to carry over any earned vacation and shall be paid out on the final pay in June any unused vacation they earned but did not utilize.

- (f) Five (5) days with pay shall be added to an employee's annual vacation if during the preceding calendar year, the employee has not been on a leave of absence without pay for more than five (5) consecutive working days, or absent from duty due to sickness, disability, non-occupational accident. This shall not apply in the case of a leave with pay where wages and benefits of that employee are recovered from a third party. This entitlement will be reduced by one (1) day for each day absent in the above-mentioned instances during the preceding calendar year.

These bonus days shall be in addition to the vacation days specified in Article 28(a).

- (g) If employees are absent due to sickness or disability or WCB for a period of ninety (90) consecutive calendar days, further accumulation of vacation entitlement will be discontinued until such time as they return to work. In addition, employees on leave of absence without pay shall not accrue vacation entitlement for the period of that leave. This shall not apply in the case of a leave where the wages of the employee are recovered from a third party.
- (h) In addition to annual vacation, each employee shall be entitled to the following public holidays with pay:

|                         |                      |
|-------------------------|----------------------|
| New Year's Day          | August Civic Holiday |
| Family Day              | Labour Day           |
| Good Friday             | Thanksgiving Day     |
| Easter Monday           | Remembrance Day      |
| Victoria Day            | Christmas Day        |
| Canada Day              | Boxing Day           |
| Citizens' Day (1/2 Day) |                      |

and any other holiday proclaimed by the City of Edmonton, the provincial government or the federal government.

Teachers' Convention days and any other special school holidays proclaimed by the Employer, the provincial government or the federal government shall not be considered holidays within the meaning of this agreement.

- (i) Employees scheduled to work on December 24<sup>th</sup> and December 31<sup>st</sup> of each year shall be entitled to a half-day paid holiday on each of those days.

- (j) Ten-month Custodial Assistants shall work the equivalent of at least ten (10) days during the summer recess. This entitles pay to 10-month Custodial Assistants for the Civic Holiday and Citizen’s Day.
- (k) Temporary custodial employees shall receive pay for public holidays in accordance with Employment Standards Code regulations. Part-time employees shall receive the same holidays as full-time employees on a prorated basis.
- (l) If any of the public holidays outlined in Article 28(h) above fall on an employee’s regular day off and an equivalent day(s) in lieu thereof has not been proclaimed by the Board, there shall be added to that employee’s annual vacation allowance one (1) day for each holiday so occurring, but in no case shall any additional supplementary assistance be provided to the Custodian for those holidays.
- (m) If any of the public holidays outlined in Article 28(h) above fall within the period of the employee’s annual vacation, one (1) day shall be added to their vacations for each day so occurring.

29. **WORKERS’ COMPENSATION**

If employees are prevented from performing their regular work with the Employer on account of an occupational accident that is recognized by the Workers’ Compensation Board, the Employer will supplement the award made by the Compensation Board for loss of wages to the employees by such an amount that the award of the Compensation Board for loss of wages, together with the supplement by the Employer, will equal the employee’s full net salary on date of disability. The said supplement shall not be payable to employees entitled to compensation after they retire, nor will it be paid after the Compensation Board has certified that the employees are able to return to work or have been awarded a permanent allowance for either partial or total disability. The Employer supplement will not be paid to employees who have been recalled by the Workers’ Compensation Board for further treatment of injuries suffered before being employed by the Board.

30. **CERTIFICATION**

- (a) The Employer will pay the amount of the annual renewal for the Power Engineer Certificate of Competence or recognized equivalent to each Division A employee per month in bi-weekly installments to a maximum of:

| Sept 1/17 | Sept 1/18 | Sept 1/19 |
|-----------|-----------|-----------|
| \$40.49   | \$40.49   | \$41.00   |

Increases to this payment will be consistent with the date and amount of increases to the wages in Article 37(b).

- (b) Each Division A employee is required to submit to the Employer, upon the date of expiry, a copy of a valid Power Engineer Certificate of Competence or recognized equivalent which at least meets the minimum requirements of the position held on that date. If an employee fails to do so, within four (4) weeks of the date of expiry, they will be placed on unpaid leave of absence until such a time as they provide proof of certification.

**31. HOURS OF WORK**

- (a) The general principle of a five (5) day and forty (40) hour week is agreed to.
- (b) Notwithstanding Article 31(a), during the Spring, Teachers' Convention and Christmas recess periods, the work week shall be based on five (5) days at eight (8) hours per day which includes a thirty (30) minute paid meal period.

During the summer recess, the work for staff in work sites shall be based on four (4) consecutive days at ten (10) hours per day which includes a thirty (30) minute paid meal period and, with the exception of the senior high schools, these days shall be within a Monday to Friday period. Notwithstanding the foregoing, during the summer recess custodial staff in work sites may, with the agreement of the Decision Unit Administrator and provided that the cleaning needs of the site can be met, choose a Monday to Friday work week based on five (5) days at eight (8) hours per day, which includes a thirty (30) minute paid meal period.

Summer recess shall be defined as the Monday following the last day the teachers are required to be in school in any school year through to the last Friday preceding the first day teachers are required to be in school in the new school year. Wages during this period will continue on a forty (40) hour per week basis.

- (c) Hours of work will be confirmed in writing prior to the beginning of Christmas recess each year and shall not conflict with the collective agreement, and a copy will be provided to the Union and Human Resources. The hours of work may be subject to appeal to the Superintendent and subject to the following:
  - \* (i) The day shift shall be within the hours of 7:00 a.m. and 6:00 p.m. with a maximum of one (1) hour and thirty (30) minutes for a meal period. For schools larger than 100,000 square feet, the Decision Unit Administrator in consultation with the Head Custodian may designate one (1) employee to work within the hours of 6:00 a.m. and 6:00 p.m.
  - \*\* (ii) For sites under 100,000 square feet, upon agreement between the Head Custodian and Decision Unit Administrator, and subject to Union approval, the day shift start time for the Head Custodian may commence as early as 6:00 a.m. Each agreement shall expire on August 31 of each year and be subject to annual renewal following the same guidelines.

The above agreement (ii) may be cancelled by either the Head Custodian or Decision Unit Administrator with thirty (30) days written notice.

When a position with modified hours is vacated, the posting shall reflect normal collective agreement hours of work.

- (iii) The afternoon shift shall be within the hours of 2:00 p.m. and midnight with a thirty (30) minute paid meal period.
- (iv) The midnight shift shall be within the hours of 11:00 p.m. and 8:00 a.m. with a thirty (30) minute paid meal period.
- (v) Commencement of work for 10-month Custodial Assistants shall be as early as possible in the afternoon for their services to be efficiently used and provided that the starting time shall be no later than 3:45 p.m.

Commencement of work for 12-month part-time Custodial Assistants shall be as early as possible in the afternoon for their services to be efficiently used and provided that the starting time shall be no later than 4:30 p.m.

Where a custodial assistant is working the afternoon shift for a period greater than five (5) hours, they will be provided with a paid thirty (30) minute meal period. All permanent Custodial Assistants working in work sites are entitled to work a minimum of twenty (20) hours a week.

- (vi) Work sites with student enrolment of one hundred fifty (150) students or more, and District facilities currently staffed with a Head Custodian, shall be staffed with a Head Custodian who will work day shifts only. Hours of work shall be in accordance with Article 31(c).

Head Custodians in work sites with enrolments of one hundred twenty-five (125) students or more are entitled to work two thousand eighty (2,080) hours a year.

- (d) A change in a scheduled shift for exceptional circumstances not exceeding five (5) consecutive shifts may be granted with mutual agreement between the Decision Unit Administrator, Head Custodian and with the consent of the employee(s) directly affected.
- (e) Where mutual agreement is not reached on a temporary change to an employee's hours of work, or there is a change to the regular hours of work that were scheduled at the beginning of the school year, the Local and affected employee(s) shall be advised in writing at least thirty (30) days in advance. Any changes to the hours of work under this Article shall be subject to appeal to the Superintendent by the custodial staff affected.

- (f) During Teachers' Convention, and the summer, winter, and spring recess periods, afternoon custodial staff shall work the day shift provided the needs of the work site are accommodated. Notwithstanding the foregoing, afternoon custodial staff who wish to continue working the afternoon shift during Teachers' Convention and the winter and spring recess periods may do so with the agreement of the Decision Unit Administrator and provided that the cleaning needs of the site can be met.

Part-time custodial employees, with the approval of the Decision Unit Administrator, may compress their regular hours of work and may work up to eight (8) hours per day during Teachers Convention, winter recess and spring recess; and up to ten (10) hours per day during summer recess, at their regular rate of pay. Employees must work the required number of hours to equal their FTE within each pay period.

- (g) Employees who work a full eight (8) hour shift shall be entitled to two (2) fifteen (15) minute rest periods and these rest periods shall be considered working time. Rest periods shall normally be taken at approximately the half-way point of each half of the shift. Employees who work half-time or greater but less than full-time shall be entitled to one (1) fifteen (15) minute rest period in the shift. The regular work week for employees shall include two (2) consecutive days off. When an employee works more than one shift regardless of location(s), their total time worked shall be the basis of their rest periods. If the total time worked falls within the afternoon and/or midnight shifts, the employee shall have a thirty (30) minute paid lunch break.

32. **OVERTIME**

- (a) Overtime shall be paid for extra work other than the Custodian's regular hours at the rate of time and one-half. Notwithstanding the above, all overtime worked on a public holiday shall be paid at the rate of double time.
- (b) The words "time and one-half" or "double time" in this Article shall mean, respectively, 1 and 1/2 or 2 times the individual's regular hourly rate.
- (c) Employees shall be paid a minimum of three (3) hours overtime for call-back emergencies and for call-back on Saturdays, Sundays and/or public holidays.
- (d) Employees on emergency call-back, which is less than three (3) hours before their regular starting time, shall be paid the overtime rate for the actual time they were on duty prior to the commencement of their regular hours of work.
- (e) When an organization is in any site, a Custodian may, at the discretion of the Employer, be assigned to duty in the building and shall be paid at the overtime rate.
- (f) Custodial coverage in District buildings will be arranged at the discretion of the Employer.

- (g) Where two or more custodial staff are employed in any one site, all overtime shall, as far as possible, be equally divided.
- (h) Overtime rates for Custodial Assistants shall be paid for those hours worked beyond their regular shift, except that when two or more shifts are combined, overtime rates will not be paid for any of these shifts.
- \* (i) An employee may be permitted to take time off in lieu of overtime pay, provided that arrangements satisfactory to the Employer and the employee are agreed upon prior to the working of such overtime. The time shall be equivalent to 1 and 1/2 or 2 times the number of hours worked, whichever is appropriate to the specific overtime.

An employee will be paid out any banked time greater than seven (7) working days that is not taken prior to December 31 of each year. The maximum carry-over for part-time employees will be prorated in accordance with their FTE.

Upon written request, and where an employee identifies a general timeline to take the days in lieu, the employee may increase their carry-over of banked time up to a maximum of fourteen (14) working days with the approval of their DU Administrator.

- \*\* (j) A qualified employee requested by the District to complete an offsite check of a heating plant will be paid 1.5 hours at the regular overtime rate.

### 33. GRIEVANCE PROCEDURE

- (a) The parties agree that the grievance procedure is intended to bring resolution to differences arising from the application of the collective agreement.

Should a dispute arise between the Board and any employee or the Union regarding the interpretation, operation or application of this agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, or should any other dispute arise, an earnest effort shall be made to resolve the dispute in the following manner without work stoppage.

#### **STEP 1**

The aggrieved employee shall discuss the complaint with the immediate supervisor, with or without a representative of the Union present. Failure to follow this step shall not result in a technical objection denying the complaint.

#### **STEP 2**

Failing satisfactory settlement under Step 1, an employee who wishes to file a grievance must, within thirty (30) calendar days of the date when the employee became aware of the incident which is the subject of the complaint, provide the Union with a written statement of the particulars and redress sought.

**STEP 3**

Formal written grievances shall be submitted to the Superintendent of Schools by the Union within forty-five (45) calendar days of receipt of the complaint. The written grievance shall outline the particulars of the complaint and the redress sought.

Prior to submitting a grievance, the Union will request a meeting with the Employer. The Employer will arrange a meeting with the DU administrator, the Union and other persons deemed essential by either party to resolve the dispute.

**STEP 4**

The Superintendent of Schools shall have fourteen (14) calendar days following receipt of the grievance to render to the Union a written decision on the grievance with reasons for that decision.

**STEP 5**

The parties may mutually agree to non-binding mediation:

- (a) After receipt of the decision of the Superintendent of Schools, under Step 4 above, within fourteen (14) calendar days either party may request that a Mediator be appointed to meet with the parties, investigate and define the issues in dispute and facilitate a resolution.
- (b) The Mediator shall be appointed by mutual agreement between the parties.
- (c) The purpose of the Mediator's involvement in the grievance process is to assist the parties in reaching a resolution of the dispute, and anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged. During the proceedings, the parties shall fully disclose all materials and information relevant to the issue(s) in dispute.
- (d) The expenses of the Mediator shall be equally borne by both parties.
- (e) The grievance may be resolved by mutual agreement between the parties. Within fourteen (14) calendar days of first meeting the parties, having considered the issue(s) in dispute and the terms of the collective agreement, the Mediator shall issue a report including non-binding recommendations.

**STEP 6**

Failing satisfactory settlement under Step 4 and/or Step 5, either party may, within fourteen (14) calendar days of receiving the reply of the Superintendent of Schools, and/or the Mediator, request in writing the establishment of an Arbitration Board to resolve the dispute as provided in the Labour Relations Code.



**STEP 7**

Each party shall appoint one member as its representative on the Arbitration Board within seven (7) calendar days of such notice. The members so appointed shall endeavor to select an independent Chairman. If the members fail to select an independent Chairman within twenty-one (21) calendar days after the day on which the last of the two (2) members were appointed, they shall request the Director Mediation Services to select the Chairman. The Arbitration Board shall provide a decision within thirty (30) calendar days following the date that it hears the grievance.

The Arbitration Board shall hear and determine the difference and shall issue an award in writing. The decision shall be final and binding upon the parties and upon any employee affected by it. The decision of a majority is the award of the Arbitration Board but if there is no majority, the decision of the Chairman governs and it shall be deemed to be the award of the Board.

Each party to the difference shall bear the expense of its respective appointee to the Arbitration Board and the two (2) parties shall bear equally the expenses of the Chairman.

The Arbitration Board by its decision shall not alter, amend or change the terms of the collective agreement.

Where the dispute involves an employee who has been suspended or dismissed, the Arbitration Board may:

- (a)
  - (i) direct the Employer to reinstate the employee and pay to the employee a sum equal to the wage loss by reason of the suspension, or dismissal or such lesser sum as, in the opinion of the Board, is fair and reasonable, or;
  - (ii) make such other directive varying the penalty as it considers fair and reasonable having regard to the terms of the collective agreement.
- (b) The Union, through its representatives, shall have the right to originate a grievance for an employee or group of employees and seek adjustment with the Board in the manner provided in the grievance procedure.
- (c) Should the Board wish to initiate a grievance, the Superintendent of Schools shall submit the grievance to the Recording Secretary of the Union indicating the particulars of the complaint and redress sought. The Superintendent shall arrange a meeting with the Union table officers within seven (7) calendar days to arrive at a satisfactory settlement. The table officers shall have seven (7) calendar days in which to render a decision in writing. Failing satisfactory settlement, the Board shall have seven (7) calendar days to request, in writing, the establishment of an Arbitration Board to resolve the dispute as provided in the Labour Relations Code.

- (d) Nothing in this Article shall prevent both parties from mutually agreeing in writing to extend the limitations of time referred to in the various sub-Articles. Should the responding party fail to comply with any time limits in the grievance procedure, the grievance will automatically move to the next step on the day following the expiry of the particular time limit.

**34. JOINT HEALTH & SAFETY COMMITTEE**

The Employer and the Union will appoint an equal number of representatives of three (3) or more to a Joint Health and Safety Committee to review and make recommendations as to occupational health and safety issues related to custodial work. Recommendations will be presented to the Union and to the Employer in writing. The committee will meet no less than four (4) times a school year, as per Article 24(c).

**35. DURATION AND TERMINATION**

- (a) This Agreement shall be in full force and effect as of the first day of September 1, 2017, unless provided elsewhere to the contrary, and shall continue in full force and effect through the 31<sup>st</sup> day of August, 2020, and from year to year thereafter except as hereinafter provided.
- (b) Either party wishing to amend or terminate this agreement shall give notice in writing of such desire to the other party not less than sixty (60) days or more than one hundred twenty (120) days prior to August 31<sup>st</sup> of any subsequent year.
- (c) If notice to negotiate, following any notice to terminate, has been given by either party prior to date of such termination, or if notice to amend has been given by either party, this agreement shall remain in full force and effect until a new agreement has been reached, or until the expiration of seventy-two (72) hours after notice of strike or lockout has been served by either of the parties, whichever shall occur first.
- (d) Any conclusion reached in the aforementioned negotiations may, if so agreed, be made retroactive to the said anniversary date or the said termination date.
- (e) The two (2) parties to the agreement may, at any time, mutually agree to revisions to this agreement. Any revisions mutually agreed upon shall be in writing and be signed by authorized representatives of the parties to the agreement.

36. **WAGES**

(a) Employees will be paid by direct deposit to the financial institution of the employee's choice every second Friday or the preceding working day in the event that a pay day falls on a statutory or board-declared holiday for the two (2) week period ending the previous Friday.

(b) **HOURLY WAGES**

|  |           |           |           |
|--|-----------|-----------|-----------|
| <b>I Custodial Assistant</b>   | Sept 1/17 | Sept 1/18 | Sept 1/19 |
| <b>Probationary Rate</b>   | \$19.70   | \$19.70   | \$19.95   |
| <b>Job Rate</b> - On appointment to permanent staff, this rate shall be paid from the first day of the pay period following the date of appointment to permanent staff.  | \$20.46   | \$20.46   | \$20.72   |
| <b>Temporary Custodial Assistant</b>   | \$19.70   | \$19.70   | \$19.95   |
| <b>Supervision Bonus</b> - A full-time 12 month Custodial Assistant in a senior high school, in recognition of being assigned by the Head Custodian to supervise other Custodial Assistants, shall be paid the following bonus per hour: | \$0.22    | \$0.22    | \$0.22    |
| <b>II Custodian</b>  | Sept 1/17 | Sept 1/18 | Sept 1/19 |
| <b>Custodian and Relief Custodian - Probationary Rate</b>  | \$23.69   | \$23.69   | \$23.99   |
| <b>Custodian and Relief Custodian</b> - upon appointment to permanent staff, this rate shall be paid from the first day of the pay period following the date of appointment to permanent staff.  | \$24.71   | \$24.71   | \$25.02   |
| <b>Temporary Custodian</b>   | \$23.68   | \$23.68   | \$23.98   |
| <b>Utility Custodian</b>   | \$26.27   | \$26.27   | \$26.60   |
| <b>Spare Custodian</b>   | \$27.02   | \$27.52   | \$27.86   |
| <b>Spare Utility Custodian</b>   | \$27.02   | \$27.52   | \$27.86   |
| <b>Charge Hand</b>   | \$26.62   | \$26.62   | \$26.95   |
| <b>Custodial Technician</b>  | \$28.74   | \$28.74   | \$29.10   |
| <b>Custodial Mentor</b>  | \$30.44   | \$30.44   | \$30.82   |
| <b>III Head Custodian</b>  | Sept 1/17 | Sept 1/18 | Sept 1/19 |
| Sites under 100,000 sq.ft  | \$27.52   | \$27.52   | \$27.86   |
| Sites over 100,000 sq.ft.  | \$30.44   | \$30.44   | \$30.82   |

|   |           |           |           |
|---|-----------|-----------|-----------|
| <b>V Bonuses - qualifying employees shall be eligible for the highest one of the following bonuses.</b>   | Sept 1/17 | Sept 1/18 | Sept 1/19 |
| <b>BOC</b> - Any employee who possesses an Edmonton Public Schools Building Operator Certificate shall receive a bi-weekly bonus of:  | \$12.76   | \$14.76   | \$14.95   |
| <b>PEC</b> - Any employee who possesses an Edmonton Public Schools Power Engineering Certificate shall receive a bi-weekly bonus of:  | \$14.87   | \$16.87   | \$17.08   |
| <b>5th Class P.E. or Building Operator 'B'</b> - Any employee who possesses a Building Operator B or 5th class certificate shall receive a bi-weekly bonus of:  | \$19.54   | \$24.54   | \$24.85   |
| <b>4th Class P.E. or Building Operator 'A' Unrequired</b> - Any employee who possesses a Building Operator A or 4th Class certificate, regardless of requirement, shall receive a bi-weekly bonus of:   | \$39.06   | \$44.06   | \$44.61   |
| <b>4th Class P.E. or Building Operator 'A' Required</b> - Any employee who possesses a Building Operator A or 4th Class certificate and requires such certificate to perform the duties of their position, as well as any Spare Custodian who possesses it, shall receive a bi-weekly bonus of: | \$82.96   | \$87.96   | \$89.06   |
| <b>Inconvenience Allowance</b> - Spare Custodians and Relief Custodians, in recognition of the necessity for them to travel to a different site each day, shall receive a bi-weekly bonus of:   | \$137.31  | \$137.31  | \$139.03  |
| <b>Inconvenience Allowance</b> - Spare Utility Custodians and Custodial Mentors, in recognition of the necessity for them to travel to multiple sites on a daily basis, shall receive a bi-weekly bonus of:   | \$205.96  | \$205.96  | \$208.54  |
| <b>V Shift Premium</b>  | Sept 1/17 | Sept 1/18 | Sept 1/19 |
| A shift premium shall be paid for all hours worked on the midnight shift.   | \$0.44    | \$0.44    | \$0.45    |
| <b>VI School Uniforms</b>   |           |           |           |
| The Employer shall be responsible for paying one hundred percent (100%) of the cost of any school uniform required by the Employer.   |           |           |           |

\*

**Letter of Understanding #1**  
**Re: Amended Wage Schedule and Staffing Model**

- a) In order to support potential Head Custodians, Head Custodians working toward attaining the 5th class Power Engineer’s Certificate as referenced in Article 19 (c) Note 1, as well as other custodial career pathways initiatives, the District will undertake the following, during the term of the agreement. Where indicated, the Local shall be invited to participate.
  - (i) Communication with Principals – As deemed appropriate, the District will continue to communicate information related to selection and available supports.
  - (ii) Custodial Mentor – As deemed appropriate, the Local will continue to provide input into both the short term and long term objectives of the Custodial Mentor role.
  - (iii) Training and Development – training and development initiatives will continue in support of Custodial leadership succession planning. The assessment of the training needs will be carried out through the Joint Custodial Training & Advisory Committee.
  - (iv) Orientation – an orientation program for Head Custodians will be reviewed by the Joint Custodial Training & Advisory Committee. Specific areas to be reviewed include:
    - (i) The Custodial Mentor – options may include increased general support, site orientation, explanations related to unique features of the site/equipment, scheduling assistance, facilitation of conversations and/or meetings with the Principal and other Consultants, and follow-up visits.
    - (ii) The Mechanical Consultant – options may include general information regarding the heating system, water treatment, shut off procedures, safety considerations, general support, and follow-up visits.
- b) At the conclusion of the collective agreement, the parties shall review the Letter of Understanding for the purpose of determining areas to be renewed, amended, transferred to the body of the collective agreement, or deleted.

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**Letter of Understanding #2**  
**Joint Custodial Training And Advisory Committee**

The parties agree that the Joint Custodial Training and Advisory Committee, consisting of an equal number of representatives from the Employer and the Union will continue to function throughout the term of the agreement. The primary role of the committee is to provide input into the development and implementation of custodial training.

The Committee will normally meet four (4) times per year, but this can be changed with agreement by the parties.

The terms of reference will be reviewed and established by the committee annually.

Minutes of the committee meetings and written recommendations shall be provided to the Union and the Employer. All costs of the committee shall be borne by the Employer.

**Letter of Understanding #3  
Spare Custodian Levels**

The parties agree that this letter will confirm that the Employer is committed to maintaining the number of Spare Custodians at thirty-two (32) FTE during the term of the agreement. The Employer agrees that temporary custodial staff who apply on competitions will be considered before advertising positions externally. In addition, when positions are advertised externally, permanent and temporary staff are eligible to apply and will be considered.

**Letter of Understanding #4  
Staff Cleaning Guidelines**

The Employer commits to the Local that all schools will meet the guidelines whereby their custodial staff will clean between two thousand five hundred (2500) and three thousand (3000) square feet per hour per FTE. This Letter of Understanding expires at the conclusion of the collective agreement, with the option of renewal.

**Letter of Understanding #5  
Work Experience Program**

The parties agree that Work Experience Program students in District sites shall not result in the reduction of hours of work for regular employees and that such students shall be exempted from the collective bargaining relationship.

The students will be attached to one site per day shift.

The parties agree that the locations of Work Experience students will be submitted to the Union within ten (10) working days of placement.

**Letter of Understanding #6  
Not More Than One Site**

The District does not have any intentions to have custodial staff assigned to more than one site. If the administration believes that custodial staff need to be assigned to more than one site, the administration will provide six (6) months notice to the representatives of the Local. During this time, the administration

and the Local will explore solutions and options for addressing this need. This does not apply to staff assigned to Human Resources Supply Services.

**Letter of Understanding #7  
Community Use of Schools**

The Employer is committed to consulting with the Union in matters relating to community use of schools. Issues to be discussed will include, but not be limited to:

- Requirements established by the Alberta Boiler Safety Association;
- Safety and security of buildings;
- Supervision of user groups within District facilities.

Further, the District commits to such consultation prior to the Board consideration of a renewed or amended *Joint Use Agreement*.

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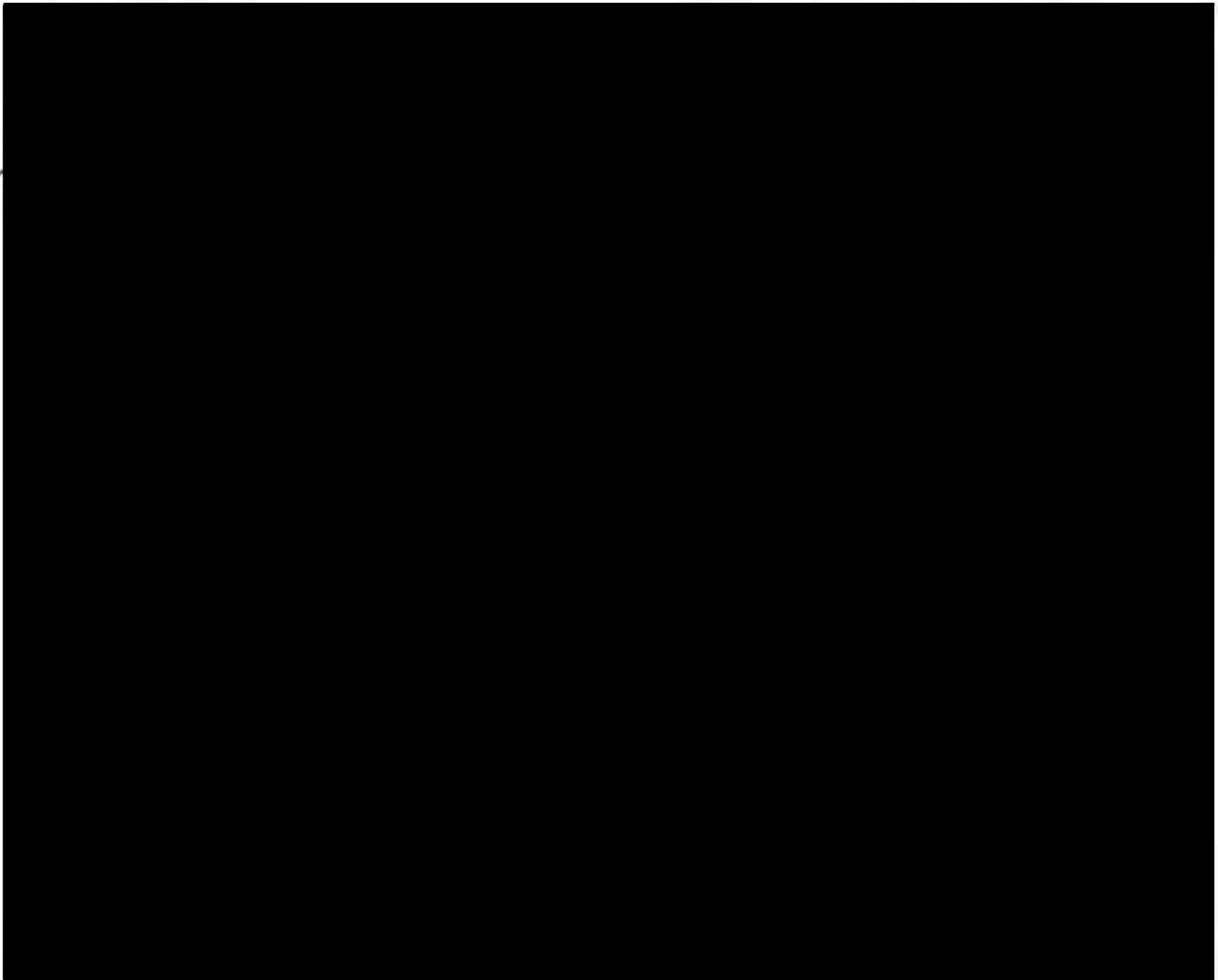
**Letter of Understanding #8  
Power Engineering Training**

Subject to available funds, employees who elect to undertake the 4<sup>th</sup> or 5<sup>th</sup> Class Power Engineering training outside of the processes available under Article 19 of the collective agreement shall be eligible for reimbursement of expenses as follows:

- Employees shall request approval of the training from the District in advance of registration.
- Eligible expenses shall include tuition fees and related textbooks.
- Employees shall provide original receipts from the education provider in order to claim reimbursement for eligible expenses.
- Employees shall be eligible for reimbursement after providing proof of successful completion of the training program.
- Employees shall complete the training within 24 months of registration.

CANADIAN UNION OF PUBLIC EMPLOYEES  
CUPE LOCAL 474

BOARD OF TRUSTEES  
EDMONTON SCHOOL DISTRICT NO. 7



Signed this 16<sup>th</sup> day of November, 2018.

/mm