

CUSTODIAL

EDMONTON PUBLIC SCHOOLS COLLECTIVE AGREEMENT

between

*Board of Trustees
Edmonton School District No. 7*

and

*Canadian Union of Public Employees
Local 474*

September 1, 2011 to August 31, 2014



EDMONTON PUBLIC SCHOOLS



**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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1. **EMPLOYEE**

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

2. **DIVISION A EMPLOYEE**

Division A positions shall be twelve (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 3 (three) 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 clauses 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. SPARE CUSTODIAL MENTOR: Shall be a custodian employed to mentor, coach and train Division A custodial staff as required within the District and will also operate as a Spare Custodian as 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 exceeding three (3) feet, 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 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 30th falls on a Wednesday, this day will be considered an operational day for 10-month Custodial Assistants. When June 30th falls on a Tuesday, July 2nd and July 3rd will be considered operational days for ten (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 clauses 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 clause 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 clause 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 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 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, Human Rights Citizenship and Multiculturalism Act, Freedom of Information and Protection of Privacy Act, and other legislation enacted by the provincial and federal governments. Any clause 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**

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 Board Policy GBCA.BP and Administrative Regulation GBCA.AR.

Employees who wish to make a complaint are required to use the provisions of Edmonton Public Schools' Board Policy GBCA.BP and Administrative Regulation GBCA.AR.

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 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 clause 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, 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**

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, 2020. If the date of August 31, 2020 falls within the term of a collective agreement, it shall remain in effect until the expiry of that collective agreement.

The Employer agrees that the employees covered by certificate #446-92 are responsible for performing custodial duties 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.

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 the employee waives their right to Union representation, the Employer will immediately provide the Union with written notice of the waiver one working day prior to proceeding with this disciplinary meeting.
- b. If the Employer issues any written reprimands against employees which will become records in their files, 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. **PERSONNEL RECORDS**

- a. Upon prior arrangement, an employee or representative of the Union with the written authority of the employee, shall have the right during office hours to have access to and review his or her personnel file. Such access shall include the right to receive a copy of any document on the employee's 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. The parties agree that personnel records are the property of the Board. The parties agree that after 30 months, no reference may be made to disciplinary documentation in the Employee's personnel file in future unrelated disciplinary matters.

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 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 and April 30 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 30 days from the date the lists are posted. Any error identified will be corrected and posted within 30 days.

19. **APPOINTMENTS**

This language will be in effect from June 25, 2012 until jointly agreed to amended clause 19 language is incorporated into the collective agreement.

- a. 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. Newly hired employees shall be on probation for the first 6 months of their employment.
- c. 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.
- d. The Employer reserves the right to terminate the services of employees at any time during their probationary period if their services are not satisfactory.
- e. Building Operator A Certificates or 4th Class Power Engineering Certificates must be held by:
 - (i) Head Custodians appointed to sites larger than 100,000 square feet,
 - (ii) Charge Hands within 36 (thirty-six) months of appointment to the position of Charge Hand in sites with heating plants that require a 4th Class Power Engineering Certificate under provincial regulations. They shall be enrolled to attend the course within 9 (nine) months.
 - (iii) Spare Custodial Mentor
 - (iv) Spare Utility Custodian
- f. Building Operator B Certificates or 5th Class Power Engineering Certificates must be held by:
 - (i) Head Custodians appointed to sites 100,000 square feet or less,
 - (ii) Charge Hands appointed to sites with heating plants that do not require a 4th Class Power Engineering Certificate under provincial regulations.
 - (iii) Spare Custodians
 - (iv) Utility Custodians
- g. Edmonton Public Schools Building Operator Certificate must be held by Custodians and Relief Custodians within 18 (eighteen) months of appointment to the position of Custodian or Relief Custodian.

- h. A Spare Custodial Mentor, Charge Hand or Spare Utility Custodian who does not obtain a 4th Class Power Engineering Certificate as specified in 19.e within 36 (thirty-six) months of appointment shall be released from Board employment except that when the Spare Custodial Mentor, Charge Hand or Spare Utility Custodian has previously held a Division A position. Such an employee shall be placed in a vacant Division A position, with no less classification and FTE than the last previously held Division A position, when a position becomes available.

A Custodian or Relief Custodian who does not obtain an Edmonton Public Schools Building Operator Certificate within 18 (eighteen) months shall be released from Board employment except that when the Custodian or Relief Custodian has previously completed a probationary period as a Custodial Assistant, the employee may be placed in a Custodial Assistant position, with no less than the number of hours previously held as a Custodial Assistant, when a position becomes available.

- i.
 - (a) All new Custodians and Relief Custodians shall be enrolled in an Edmonton Public Schools Building Operator Certificate course within 9 (nine) months of their start date. They shall take the examination for this course within 18 (eighteen) months of their start date. The full cost of the course including texts and books shall be paid for by the Employer.
 - (b) All Division A Custodial employees shall have the opportunity to be enrolled in 5th Class Power Engineering Certificate Course. Division A Custodial employees enrolled in a 5th Class Power Engineering Certificate course will be provided an opportunity to gain the experience required by legislation to obtain the 5th Class Power Engineering certification
 - (c) All Division A Custodial employees shall have the opportunity to apply to be enrolled in a 4th Class Power Engineering Certificate Course. If approved, employees enrolled in a 4th Class Power Engineering Certificate course will be provided an opportunity to gain the experience required by legislation to obtain the 4th Class Power Engineering certification. The Joint Committee on certification will develop an application process for custodial staff to access Power Engineering training.
- j. The full cost of the 5th and 4th Class Power Engineering courses including texts and books 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 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 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. Notwithstanding the above, temporary vacancies not exceeding four weeks in duration on the afternoon and midnight shifts of composite high schools only, may be filled without being posted. The Union will be informed in writing of all such temporary appointments with the names of the appointees.
- 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 Human Rights Citizenship and Multiculturalism Act, the position shall not be considered a vacancy and posting requirements under this clause 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 clause 18. In the event that two 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 he/she continue to pay Union dues. Such an employee shall have the right to return to his/her 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 6 months in duration. In the event the vacancy is caused by the resignation or death of an employee, clause 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 6 months.
- e. At the end of this 12 month period, the position shall be declared vacant and the Employer shall post the vacancy.
- f. Employees on temporary transfer to a higher classification shall receive that rate of pay. When a Spare Custodian with an "A" or 4th Class Certificate is placed in a facility larger than 100,000 square feet, they shall be compensated at the same rate of pay as the higher classification they are replacing. Employees temporarily transferred to a lower classification shall receive their previous rate of pay.
- 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 clauses two (2) and three (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 12 (twelve) 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 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 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 36 months of employment are not subject to clauses 22c. 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 without loss of seniority to the last position in which the employee successfully completed the trial period. Any employee displaced shall also be returned to that employee's former position without loss of seniority.
- 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 the mutually agreeable position equivalent in pay as soon as possible.
- e. Notwithstanding clauses 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. 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 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.
- c. The least senior employee who is bumped from their position and is identified for layoff, and has not been given 2 weeks notice, will be transferred to the supply list for up to 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 120 calendar days have been given the opportunity to recall. Employees recalled within the 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 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 clause 18 of the agreement.

24. **LEAVES OF ABSENCE**

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

Employees with a minimum of 3 years continuous service with the Board may be granted up to one year leave of absence without pay. If the leave extends beyond one 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 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 pay up to seven (7) consecutive calendar days for critical illness or death of: spouse, child, parent, brother, sister, parents of spouse, stepchild, step-brother, step-sister, step-parent, foster parent, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, grandparent, grandparent of spouse, and any relative who is a member of the employee's household.
- e. The days of absence must be taken at the time of the actual occurrence of the critical illness or death.
- f. Leave of absence with pay for critical illness or death as defined in clause 24.d above is not applicable when the employee is on annual holidays, sick leave or leave of absence. However, the Employer may waive this provision for 1 or more days as circumstances warrant.
- g. 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.

- h. Upon written request, the Employer shall grant leave of absence without loss of seniority so that employees may be candidates in a federal, provincial or municipal election. An employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without loss of seniority for a period up to 1 year which may be renewed each year at the discretion of the Employer.
- i. Employees shall be allowed 1 day leave of absence with pay and without loss of seniority or benefits for their formal hearings to become Canadian citizens.
- j. 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.
- k. 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.
- l. Family Illness Leave - Leave of absence with pay shall be granted to an employee to a maximum of 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/PATERNAL LEAVE**

- a. (i) An employee with one year of service shall be granted leave in accordance with clause 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 who is pregnant or who will be the primary caregiver of a natural or adopted child of that employee. Such leave shall be for a definite period not to exceed fifteen (15) consecutive weeks for maternity leave, thirty-seven (37) consecutive weeks for parental leave and fifty-two (52) consecutive weeks for adoption leave.

- (iii) Maternity leave shall commence at the discretion of the employee at any time within twelve (12) 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 fifty-two (52) weeks of the date a baby is born or an adopted child is placed with the parent.
 - (v) Second parent leave, which shall be available to one parent at a time, for a maximum of thirty-seven (37) weeks, without salary or benefits, shall commence at the discretion of the employee at any time after the birth or adoption of the child, provided that the employee supplies the Employer with proof. Such leave must be completed within fifty-two (52) weeks of the date a baby is born or an adopted child is placed with the parent. If shared, the second parent shall provide four (4) weeks notice to commence that leave.
 - (vi) The employee may terminate the maternity/parental/adoption leave with a four (4) week prior 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.
 - (vii) Notwithstanding clause 25(a)(iii), 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, 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 clause 25(a), an employee on maternity leave without salary may access sick leave entitlements as provided in clause 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 Alberta School Employee Benefit Plan.
- b. Sick leave shall be earned by employees on the basis of 20 working days per year. Employees shall accrue one hundred percent of all unused sick leave until they reach an accumulation of 175 working days.

Notwithstanding the above, if employees are absent due to sickness or disability for a period of 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 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 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. Before payment for sick leave is made, employees may be required to provide a certificate from a qualified medical or dental practitioner for sickness in excess of 3 working days.
- g. Where sick leave extends for a period of more than 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 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 2011-12, 2012-13, 2013-14 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 2011-12, 2012-13, 2013-14 years.
VISION CARE (PLAN 3)	Employer's contribution will be a cash amount equal to premiums in effect for the 2011-12, 2012-13, 2013-14 years.
LIFE/A.D.D. (PLAN 2A)	The Board's contribution shall be 100%.
EXTENDED DISABILITY INSURANCE (PLAN D)	The Board's contribution shall be 0%.

- (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 3c
 Vision Care Plan 3 (Effective September 1, 2001)
 Life and A.D.D. Plan 2a
 Alberta Health Care

- c. Employees who become eligible for disability benefits as provided by clause 27.b above shall not be entitled to the sick pay benefits provided elsewhere in this agreement.
- d. 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 \$400.00 effective September 1, 2012.

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 years. Employees leaving the employ of the board will forfeit any remaining balance.

- e. (i) All permanent employees who meet the eligibility requirements of the Local Authorities Pension Plan shall participate in the Plan.
- (ii) Part-time regular employees shall have the option of participating in the Local Authorities Pension Plan subject to approval of the Pension Board.
- f. (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:

EMPLOYEES RETIRING	Sept 1/11	Sept 1/12	Sept 1/13
After 10 years of service	\$3,806	\$3,892	\$3,980
After 11 years of service	\$4,567	\$4,670	\$4,775
After 12 years of service	\$5,330	\$5,450	\$5,573
After 13 years of service	\$6,092	\$6,229	\$6,369
After 14 years of service	\$6,854	\$7,008	\$7,166
After 15 years of service	\$7,617	\$7,788	\$7,963
After 16 years of service	\$7,992	\$8,172	\$8,356
After 17 years of service	\$8,369	\$8,557	\$8,750
After 18 years of service	\$8,746	\$8,943	\$9,144
After 19 years of service	\$9,121	\$9,326	\$9,536
After 20 years of service	\$9,499	\$9,713	\$9,932
After 21 years of service	\$9,882	\$10,104	\$10,331
After 22 years of service	\$10,271	\$10,502	\$10,738
After 23 years of service	\$10,656	\$10,896	\$11,141
After 24 years of service	\$11,043	\$11,319	\$11,574
After 25 years of service	\$11,430	\$11,687	\$11,950
After 26 years of service September 1, 2011 \$353 will be added to the retirement bonus. September 1, 2012 \$361 will be added to the retirement bonus. September 1, 2013 \$369 will be added to the retirement bonus.			

- (ii) Service shall not include any periods of absence in excess of 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. Permanent full-time employees shall receive an annual vacation with pay based on years of continuous service since the last date of hire calculated as at June 30 each year:

After one (1) year of continuous serviceThree (3) weeks
After eight (8) years of continuous service Four (4) weeks
After seventeen (17) years of continuous serviceFive (5) weeks
After twenty-five (25) years of continuous service..... 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 the same vacations as permanent full-time employees on a prorated basis.
- c. Employees with less than 12 months of service prior to July 1st of each year shall be allowed a vacation of 1 and ¼ working days for each completed month of service.
- d. Temporary custodial employees and employees who leave before completing 12 months of service 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 one year vacation entitlement to the following year.
- f. 5 days with pay shall be added to an employee's annual vacation if the employee is not absent from duty on account of sickness, disability, non-occupational accident, or leave of absence without pay consisting of more than 5 working days during the preceding calendar year. 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 1 day for each day absent in the above-mentioned instances during the preceding calendar year.
- g. If employees are absent due to sickness or disability for a period of 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 24th and December 31st 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 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 clause 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 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 clause 28.h. above fall within the period of the employee's annual vacation, 1 day shall be added to their vacations for each day so occurring.

29. **EDUCATION**

- a. The Employer will pay the full cost of any course of instruction, all reference books and tutoring required by the Employer for employees to be certified to perform their jobs, specifically 4th Class and 5th Class certificates. Payment shall be contingent upon each employee receiving prior written approval from the Employer. Opportunities will be provided for all employees to attend a properly accredited training program and to take district provided tutoring and mentoring as required. This shall include but not be limited to courses required by Provincial and Federal legislation.
- b. When a Head Custodian supervises work experience students, or is designated a district mentor by the Employer, the workload will be adjusted to accommodate the extra obligation.

30. **CERTIFICATION**

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

Sept 1/11	Sept 1/12	Sept 1/13
\$37.31	\$38.15	\$39.01

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

- b. Each Division A employee is required to submit to the Employer, upon the date of expiry, a copy of a valid Building Operator 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 weeks of the date of expiry, clause 19.g will be deemed to apply.

31. **HOURS OF WORK**

- a. The general principle of a five (5) day and forty (40) hour week is agreed to.
- b. Notwithstanding clause 31.a above, during the Spring, Teachers' Convention and Christmas recess periods, the work week shall be based on five (5) days at 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 4 consecutive days at 9 and 1/2 hours per day and, with the exception of the senior high schools, these days shall be on a Monday to Friday basis. 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 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 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 with a High School program, the principal in consultation with the Head Custodian may designate one employee to work within the hours of 6:00 a.m. and 6:00 p.m.
- (ii) The afternoon shift shall be within the hours of 2:00 p.m. and midnight with a thirty (30) minute paid meal period.
- (iii) 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.

Note: Until August 31, 2009, the hours of work for the day, afternoon and midnight shifts shall run consecutively within the designated shifts except that a meal period shall be granted at approximately the mid point of the work shift.

- (iv) Commencement of work for ten (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 twelve (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.

- (v) Work sites with student enrolment of 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 clause 31.c.

Head Custodians in work sites with enrolments of 125 students or more are entitled to work 2080 hours a year.

- d. Upon mutual agreement between the Principal and the Head Custodian and with the consent of the employees directly affected, the hours set out in clause 31.c. above may be varied to accommodate special needs of the site and the employees. The special needs shall be communicated in writing to all employees affected at least 30 days prior to the special need.

The Local shall be advised in writing of any temporary changes that are outside the start and end times of the shift outlined in clause 31.c., as well as any changes to the regular hours of work that were scheduled at the beginning of the school year. Any changes to the hours of work under clause 31.d. shall be subject to appeal to the Superintendent by the custodial staff affected.

- e. 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.

- f. 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 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.

The parties agree that effective August 31, 2014, either party may opt to have the language of clause 31 revert back to the language of the September 1, 2006 collective agreement.

The language of the September 1, 2006, collective agreement is set out below.

31. **HOURS OF WORK**

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

During the summer recess, the work for staff in schools shall be based on 4 consecutive days at 9 and 1/2 hours per day and, with the exception of the senior high schools, these days shall be on a Monday to Friday basis.

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 40 hour per week basis.

- c. Hours of work will be confirmed in writing and shall not conflict with the collective agreement. A copy will be provided to the Union and Personnel Services. 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 with a High School program, the principal in consultation with the Head Custodian, may designate one employee to work within the hours of 6:00 a.m. and 6:00 p.m.
- (ii) The afternoon shift shall be within the hours of 2:00 p.m. and midnight with a thirty (30) minute paid meal period.
- (iii) 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.

Note: Until August 31, 2009, the hours of work for the day, afternoon and midnight shifts shall run consecutively within the designated shifts except that a meal period shall be granted at approximately the mid point of the work shift.

- (iv) Commencement of work for ten (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 twelve (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 schools are entitled to work a minimum of twenty (20) hours a week.

- (v) Schools with student enrolment of 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 clause 31.c. Effective September 1, 2007, Head Custodians in schools with enrolments of 125 students or more are entitled to work 2080 hours a year.

- d. Upon mutual agreement between the Principal and the Head Custodian and with the consent of the employees directly affected, the hours set out in clause 31.c. above may be varied to accommodate special needs of the site and the employees. The special needs shall be communicated in writing to all employees affected at least 30 days prior to the special need.

The Local shall be advised in writing of any temporary changes that are outside the start and end times of the shift outlined in clause 31.c., as well as any changes to the regular hours of work that were scheduled at the beginning of the school year. Any changes to the hours of work under clause 31.d. shall be subject to appeal to the Superintendent by the custodial staff affected.

- e. During Teachers' Convention, and the summer, winter, and spring recess periods, afternoon custodial staff shall work the day shift provided the needs of the school are accommodated. The Union shall be notified of an Employer accommodation in advance.
- f. 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 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 clause shall mean, respectively, 1 and 1/2 or 2 times the individual's regular hourly rate.
- c. Employees shall be paid a minimum of 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 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.

33. **GRIEVANCE PROCEDURE**

- a. 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 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 45 calendar days of receipt of the complaint. The written grievance shall outline the particulars of the complaint and the redress sought.

STEP 4

The Superintendent of Schools shall have 15 working 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 10 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 ten (10) 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 10 working 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.

Note:

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

The time limits in the grievance procedure may be extended by mutual agreement, in writing, between the Employer and the Union.

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.

STEP 7

Each party shall appoint one member as its representative on the Arbitration Board within 7 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 5 days after the day on which the last of the two members were appointed, they shall request the Director Mediation Services to select the Chairman. The Arbitration Board shall provide a decision within 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 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 5 working days to arrive at a satisfactory settlement. The table officers shall have 5 working days in which to render a decision in writing. Failing satisfactory settlement, the Board shall have 5 working 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 clause shall prevent both parties from mutually agreeing to extend the limitations of time referred to in the various sub-clauses.

34. **JOINT HEALTH & SAFETY COMMITTEE**

The Employer and the Union will appoint an equal number of representatives of 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 times a school year (as per clause 24 c).

35. **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.

36. **DURATION AND TERMINATION**

- a. This agreement shall be in full force and effect as of the first day of September 1, 2011 unless provided elsewhere to the contrary, and shall continue in full force and effect through the 31st day of August, 2014 and from year to year thereafter except as hereinafter provided.
- b. Either party may terminate this agreement on August 31, 2011, or on August 31st of any subsequent year by notice in writing to the other party not less than sixty (60) days or more than one hundred twenty (120) days prior to such anniversary date.
- c. Either party wishing to amend 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, 2011 to August 31st of any subsequent year.
- d. 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 72 hours after notice of strike or lockout has been served by either of the parties, whichever shall occur first.
- e. Any conclusion reached in the aforementioned negotiations, may if so agreed, be made retroactive to the said anniversary date or the said termination date.
- f. The two 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.

37. **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 week period ending the previous Friday.

b. HOURLY WAGES

I CUSTODIAL ASSISTANT	Sept 1/11	Sept 1/12	Sept 1/13
a) Probationary Rate	\$18.15	\$18.56	\$18.98
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	\$18.87	\$19.29	\$19.72
c) Temporary Custodial Assistant	\$18.15	\$18.56	\$18.98
d) Full-time 12-month Custodial Assistants for senior high schools shall be paid the following per hour above the rate for Custodial Assistants in recognition of the fact that they are required by the Head Custodian to assist in the supervision of the work of other Custodial Assistants.	\$0.22	\$0.22	\$0.22
II CUSTODIAN	Sept 1/11	Sept 1/12	Sept 1/13
a) Custodian and Relief Custodian Probationary Rate	\$21.83	\$22.32	\$22.82
b) Custodian and Relief Custodian 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.	\$22.77	\$23.28	\$23.80
c) Temporary Custodian	\$21.82	\$22.31	\$22.81
d) Utility Custodian	\$24.21	\$24.75	\$25.31
e) Spare Custodian	\$24.90	\$25.46	\$26.03
f) Spare Utility Custodian	\$24.90	\$25.46	\$26.03
g) Charge Hand	\$24.54	\$25.09	\$25.65
h) Custodial Technician	\$26.49	\$27.09	\$27.70
i) Spare Custodial Mentor	\$26.86	\$27.46	\$28.08

CUSTODIAL COLLECTIVE AGREEMENT – SEPTEMBER 1, 2011 TO AUGUST 31, 2014

III	HEAD CUSTODIAN	Sept 1/11	Sept 1/12	Sept 1/13
	Up to 50,000 square feet	\$24.04	\$24.58	\$25.13
	Up to 100,000 square feet	\$24.90	\$25.46	\$26.03
	Up to 200,000 square feet	\$25.75	\$26.33	\$26.92
	Over 200,000 square feet	\$26.86	\$27.46	\$28.08
	Centre For Education	\$26.86	\$27.46	\$28.08
IV	BONUSES	Sept 1/11	Sept 1/12	Sept 1/13
a)	Any Custodian who possess an Edmonton Public Schools Building Operator Certificate shall receive a bi-weekly bonus of:	\$11.76	\$12.02	\$12.29
b)	Any Custodian who possesses an Edmonton Public Schools Power Engineering Certificate shall receive a bi-weekly bonus as of the date of implementation of the program:			\$14.32
c)	Any Custodian who possesses a Building Operator B or 5 th Class certificate shall receive a bi-weekly bonus of:	\$18.00	\$18.41	\$18.82
d)	Any Custodian who possesses a Building Operator A or 4 th Class certificate shall receive a bi-weekly bonus of:	\$36.00	\$36.81	\$37.64
e)	A bi-weekly Inconvenience Allowance will be paid to a Spare Custodian in recognition of the necessity for them to travel to a different site each day.	\$126.54	\$129.39	\$132.30
f)	A bi-weekly Inconvenience Allowance will be paid to a Spare Utility Custodian in recognition of the necessity for them to travel to multiple sites on a daily basis.	\$189.81	\$194.08	\$198.45
g)	Any Custodian who possesses a Building Operator A or 4 th Class certificate and requires such certificate to perform the duties of their position shall receive a weekly bonus of:	\$76.45	\$78.17	\$79.93
h)	Spare Custodians, Custodial Mentors and Custodial Technicians who possess a Building Operator A or 4 th Class certificate shall receive a weekly bonus regardless of their assigned location of:	\$76.45	\$78.17	\$79.93

CUSTODIAL COLLECTIVE AGREEMENT – SEPTEMBER 1, 2011 TO AUGUST 31, 2014

i) Custodians cannot receive more than one of the bonuses listed in a), b), c), d), g) and h) above.			
j) A bi-weekly Inconvenience Allowance will be paid to all Spare and Relief Custodians and the Spare Custodial Mentor in recognition of the necessity for them to move from site to site on a daily basis.	\$126.54	\$129.39	\$132.30
k) Any Head Custodian in a school up to 100,000 square feet shall receive a bi-weekly bonus of:	\$36.81	\$37.64	\$38.48
l) Any Head Custodian in a school over 100,000 square feet shall receive a bi-weekly bonus of:	\$95.46	\$97.61	\$99.81
V SHIFT DIFFERENTIAL	Sept 1/11	Sept 1/12	Sept 1/13
A shift premium shall be paid for all hours worked on the midnight shift of:	\$0.40	\$0.41	\$0.42
VI QUALIFICATIONS			
Head Custodians appointed to Board buildings larger than one hundred thousand (100,000) square feet, as well as any Charge Hand or Utility Custodians, must hold a Building Operator A or 4 th Class certificate.			
VII SCHOOL UNIFORMS			
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
Return to Work**

During this term of this agreement, the Employer and Union will continue discussions regarding a joint approach to assisting employees in returning to work.

**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 that was established in the year 2004 will continue to function throughout the term of the agreement.

The terms of reference will be reviewed and revised by the committee and will consider the development and implementation of:

- A workplace education and training program which addresses ESL/BSL, and computer literacy including any necessary upgrading, which will be offered at no cost to the employee and delivered outside the employee's regular hours of work;
- Courses, including content and support, provided to custodial staff – A properly accredited training program, which addresses other qualifications required of custodial staff in order to perform their assigned responsibilities;
- Courses, including content and support, provided to custodial staff who are currently in a custodial leadership position or are interested in obtaining a leadership position;
- Customization of the content and delivery of the first three modules of the Building Operator Certificate Program for all custodians, temporary custodians and temporary custodial assistants;
- Properly accredited 5th or 4th class Power Engineering Certification be provided by the District or an accredited institution(e.g. NAIT or SAIT);
- Access to computer technology for custodial staff;
- A mentoring program for custodial staff.

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 33 FTE until August 31, 2014. 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
Temporary Staff and ASEBP Benefits**

This letter confirms that the Employer has made arrangements for temporary custodial staff to enroll in ASEBP's group benefits plan for temporary or casual non-teaching staff.

**Letter of Understanding #5
District Technology and Surveillance**

The parties agree that the Local will be invited to participate in any review of the District guidelines for appropriate use of District technology or electronic surveillance.

**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*.

**Letter of Understanding #8
Staff Cleaning Guidelines**

The Employer commits to the Local that all schools will meet the guidelines whereby their custodial staff will clean between 2500 and 3000 square feet per hour per FTE. This Letter of Understanding expires August 31, 2014, with the option of renewal.

**Letter of Understanding #9
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 #10
Custodial Certification Joint Committee**

The parties agree that:

- i. By September 30, 2012, a joint committee will be formed consisting of an equal number of representatives of the Employer and the Union (maximum 5 from each party.) Resource people may be brought in at the request of the committee. All costs of the committee will be borne by the Employer.
- ii. Within 60 days of the first committee meeting, the committee will develop terms of reference to be forwarded to the President of the Local and the Executive Director of Corporate Services.
- iii. The committee's tasks will include but not be limited to the following:
 - 1) Consult with the Joint Custodial Training Advisory Committee regarding the design and development of the Edmonton Public Schools Power Engineering Course.
 - 2) Develop certification requirements for Division A custodial employees that are aligned with the provincial Power Engineering Regulation.
 - 3) Identify the clauses of the collective agreement that are affected by the new certification requirements and develop language to address required changes.
 - 4) Develop procedures to address identified issues that do not require changes to the collective agreement

- 5) Develop an application process for custodial staff to access Power Engineering training.
- iv. The committee's recommendations will be submitted to the President of the Local and the Executive Director of Corporate Services.
- v. The work of the committee will be completed by September 1, 2013. This date may be extended by mutual agreement of the parties.
- vi. Upon completion of the work of the committee, a letter of understanding will be developed to outline changes to article 19 and other articles identified by the committee. This letter of understanding will be presented to the President of the Local and the Executive Director of Corporate Services. Changes to the language will be implemented when the letter of understanding is signed by both parties.
- vii. Upon completion of items i. to vi., each full-time custodial employee will receive a lump sum payment of \$250.00. This amount will be pro-rated for employees working less than full-time.

Letter of Understanding #11
Mentorship Recognition Joint Committee

The Employer and CUPE Local 474 commit to forming a joint committee, with the details to be determined, immediately following negotiations to examine strategies for providing recognition to custodial staff identified by the Employer to provide mentorship and on the job training to custodial staff new to Supply Services. All costs of the committee shall be borne by the Employer.

CUSTODIAL COLLECTIVE AGREEMENT – SEPTEMBER 1, 2011 TO AUGUST 31, 2014

CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 474

BOARD OF TRUSTEES
EDMONTON SCHOOL DISTRICT NO #7

Felix de la Peña
Qua Jaraw
Tom Brown
Paul Wray
Christie Hill
R. P. W.

S. Stewart
Janet Hill
Don Bolan
Layne Parker
[Signature]
K. Pharis
Heather MacKenzie

Signed this 27th day of September, 2012.

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