

The 2010 - 2011 Collective Agreement

Between

**The Board of Trustees of
Black Gold Regional Division No. 18**

And

The Canadian Union of Public Employees

Local 1674

Maintenance Staff Unit

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This Collective Agreement made this 20 day of October 2010.

BETWEEN:

**THE BOARD OF TRUSTEES OF
BLACK GOLD REGIONAL DIVISION NO. 18**
(hereinafter called the "Employer")

OF THE FIRST PART

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1674
(hereinafter called the "Union"),

OF THE SECOND PART

ARTICLE 1 - MANAGEMENT RIGHTS

1.01 The Employer reserves all rights not specifically restricted by this collective agreement.

ARTICLE 2 - RECOGNITION

2.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees Local 1674 as the sole and exclusive bargaining agent for "All employees employed as maintenance and trades.

2.02 No Other Agreement

No employee shall be permitted to make a written or verbal agreement with the Employer which may conflict with the terms of this Collective Agreement.

2.03 Work Of Bargaining Unit

2.03.01 Employees whose jobs are within the bargaining unit shall not have their hours of work nor rate of pay reduced by reason of any employee(s) outside the bargaining unit temporarily performing a job(s) within the bargaining unit.

2.03.02 In the event that employee(s) outside the bargaining unit are temporarily employed within the bargaining unit, they shall be paid the start rate for the position they are filling unless additional monies are warranted and may be paid the job rate at the discretion of the Board and shall be subject to the same conditions of employment.

ARTICLE 3 - NO DISCRIMINATION

3.01 Employer Shall Not Discriminate

The Employer and Union agree that there shall be no discrimination exercised or practiced with respect to any employee by reason of age, race, creed, colour, national origin, religious affiliation, sex or marital status, place of residence, nor by reason of membership or activity or non-activity in the Union.

ARTICLE 4 - DEDUCTION OF UNION DUES

- 4.01 The Employer agrees to a monthly deduction of Union Dues according to the Constitution and By-Laws of the Union. As a condition of employment all employees of the bargaining unit shall be required to pay union dues, whether they are members of the Union or not. The Union agrees to provide the employer with thirty (30) days advance notice of any change to the amount of union deductions. The Employer shall show all dues deductions on employees' pay stubs and on T4 slips.
- 4.02 Deductions shall be made from the payroll each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day from the first of the following month, accompanied by a list of names, addresses, and amount deducted of employees from whose wages the deductions have been made.
- 4.03 In consideration of this deduction and forwarding service by the Employer, the Union agrees to indemnify and save harmless the Employer against any claim or liability arising out of or resulting from the collection and forwarding of these dues.

ARTICLE 5 - LABOUR MANAGEMENT RELATIONS

- 5.01 Representative of Canadian Union of Public Employees
- Unless otherwise mutually agreed between the parties, the Union shall have the right at any time to have the assistance of a maximum of two (2) representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

ARTICLE 6 - GRIEVANCE PROCEDURE

- 6.01 Any differences arising from the interpretation, meaning, operation or application of any of the terms of this Collective Agreement shall be subject to grievance procedure as outlined below:
- Step 1 - When a difference allegedly has occurred, the employee(s) concerned shall first seek to settle the difference with the Employee's designated Supervisor. A grievance submitted in writing will be replied to in writing by the Supervisor within five (5) working days of receipt of the written grievance.
- Step 2 - In the event that the grievance is not settled in Step 1, the Union shall, within ten (10) working days of the receipt by the Employee of the reply from Step 1, submit the grievance in writing to the Secretary-Treasurer for consideration by the Board of Trustees. The Union and the grievor will be provided with an opportunity to present the grievance at the next regularly scheduled Board meeting. The Board shall render a written decision within five (5) working days of the meeting.
- Step 3 -- Failing a satisfactory settlement being reached under Step 2, the Union may, within thirty (30) calendar days, refer the dispute to arbitration in accordance with the provisions stipulated under the Labour Relations Code.
- 6.02 The Employer acknowledges the right of the Union to appoint or elect stewards whose duties shall be to assist any employee which the steward represents in preparing and in presenting his grievance in accordance with grievance procedure.
- 6.03 Where a dispute involving a question of general application or interpretation occurs, or where the Union has a grievance on the application or interpretation of the contract, Step 1 of this Article may be by-passed.

- 6.04 The procedures and time limits specified in the grievance procedure shall be strictly adhered to, except where otherwise agreed in writing between the Union and the Employer. Should the grievor fail to comply with any procedure or time limit, the grievance shall be deemed abandoned. Should the respondent fail to comply with any procedure or time limit, the grievor may proceed to the next step of the grievance procedure.
- 6.05 An employee, other than a casual, temporary or probationary employee, shall have the right to proceed under the grievance procedure in matters of discharge, suspension and discipline.
- 6.06 In case of discharge and/or discipline the Employer shall only discharge or discipline for just cause. When it is necessary to render a discipline in writing or to discharge an employee, the cause will be provided in writing to both the employee and the Union.

ARTICLE 7 - SENIORITY

7.01 Seniority Defined

Seniority is defined as the length of continuous service within the bargaining unit and shall be used as a consideration in determining preference or priority in promotions, transfers, and demotions. Seniority shall operate on a bargaining unit wide basis.

7.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Secretary-Treasurer of the Local prior to March 1st of each year and a second list shall be provided in September, if requested by the Union.

7.03 Probation Of Newly-Hired Employees

Newly-hired employee(s) shall be on a probationary basis for a period of six (6) months worked from the date of hiring. Should the employer deem it necessary to evaluate the employee further, the probationary period may be extended an additional (6) six months worked. The Employer agrees to advise the Union on any probationary period extension. During the probationary period, employees shall be entitled to all rights and benefits of this Collective Agreement, except with respect to the grievance procedure for discharge, suspension and discipline, the employee benefit plan and the Local Authorities Pension Plan. After completion of the probationary period, seniority shall commence from the date of hiring.

7.04 Loss Of Seniority

An employee shall not lose seniority rights if the employee is absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer.

ARTICLE 8 - PROMOTIONS AND STAFF CHANGES

8.01 Job Postings

- 8.01.01 When a new position under this Collective Agreement is created by the Employer or when a vacancy under this Collective Agreement occurs and the Employer decides to recruit to the vacancy, the Employer shall post a notice of the position for a period of seven (7) calendar days. The notice will describe the nature of the position, the required qualifications and the closing date for submission of applications. A copy of the notice will be forwarded to the Secretary of the Union.

8.01.02 Employees covered by this Collective Agreement will be given first consideration for new or vacant positions under this Collective Agreement. Where an employee covered by this Collective Agreement is the successful applicant that employee will be appointed to the position within ten (10) working days following the specified closing date.

8.01.03 In the case of promotions and transfers, it is agreed that where the Employer determines qualifications and ability of applicants are equal, seniority shall be the determining factor.

8.01.04 If no internal candidate is hired, then the Employer may advertise externally to recruit for new and vacant positions.

8.02 Union Notification

The Secretary-Treasurer of the Local shall be notified of all hirings, transfers, promotions and terminations of employment with the bargaining unit.

ARTICLE 9 - SEVERANCE

9.01 In the event of permanent layoff, employees will be eligible for severance pay on the basis of one (1) week per year of employment to a maximum severance entitlement of twenty-four (24) weeks.

ARTICLE 10 - HOURS OF WORK

10.01 Regular hours of work shall be forty (40) hours per week, eight (8) hours per day, for five (5) consecutive days, Monday to Friday, excluding one-half (1/2) hour for lunch. When the Employer requires an employee to work on a Saturday, by mutual arrangement, such work will be recognized on a straight time basis and the employee will be granted a day off in lieu of the Saturday.

10.02 Employees who commence work on a regular work day shall be paid a minimum of four (4) hours pay.

10.03 Employees shall receive a paid work break of fifteen (15) minutes during each half shift of a regular working shift as set out in clause 10.1.

10.04 Nothing in this Collective Agreement shall be used or construed as a guarantee of hours of work per day or week or a guarantee of days of work per week for employees covered by this Collective Agreement.

ARTICLE 11 - OVERTIME

11.01 Overtime Defined

Time worked beyond the regular hours of work per day or per week or on a paid holiday, shall be considered as overtime, except as otherwise indicated in this Collective Agreement.

11.02 Overtime Rate

Overtime shall be paid at the rate of one and one-half (1 1/2) times the regular base rate for the first (1st) three (3) hours per incident of overtime and two (2) times thereafter, or equivalent time off at the employees option at a mutually agreed time.

11.03 Overtime For Part-Time Employees

Part-time employees working less than the regular hours per day, and who are required to work longer than the employee's normal working day, shall be paid at the rate of straight time for the hours so worked, up to and including the regular hours in the working day. The overtime rate shall apply after the regular hours in the working day and for all work performed on holidays and regular days off provided the employee works in excess of the regular weekly hours.

11.04 Overtime Authorization

All overtime must be authorized by the designated supervisor.

11.05 Overtime For Paid Holidays

Employees required to work on a paid holiday named in Article 12 shall be paid double (x2) time the regular base rate for all hours so worked.

11.06 Overtime For Call Back

An employee who is called back to work outside the employee's regular working hours shall be paid for a minimum of three (3) hours at overtime rates.

ARTICLE 12 - HOLIDAYS

12.01 The Employer recognizes the following as paid holidays:

New Year's Day	Thanksgiving Day
Family Day	Remembrance Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Civic Holiday
Labour Day	

1st Monday in Spring Break (in lieu of Easter Monday) and any other day other than those listed above proclaimed as a holiday by the Federal or Provincial Government or the Employer.

12.02 When any of the above noted holidays fall on a Saturday or Sunday, the employee shall receive another day(s) off with pay at a date mutually agreeable to both parties.

12.03 An employee who is requested to work on one of the above mentioned holidays, shall in addition to a regular day's pay, be paid overtime for hours so worked in accordance with Article 11.5.

ARTICLE 13 - VACATIONS

13.01 Employees will be entitled to vacation with pay in accordance with the following:

- Up to 10 Years Service: 15 days
- After 10 Years of Service: 20 days
- After 15 Years of Service: 25 days
- After 20 Years of Service: 30 days

During the first and last year of employment, the entitlement will be pro-rated according to the number of calendar months of service provided.

13.02 The Employer will circulate a "Request for Vacation" list to all personnel during the month of March of each year. A vacation schedule shall be prepared by the Employer in consultation with the maintenance employees and shall be posted by May 1st of each year. Any changes with the vacation schedule shall be by mutual agreement.

13.03 Vacation Pay On Termination

Upon termination, an employee shall be entitled to a proportionate payment of salary or wages in lieu of accumulated vacation not yet taken.

13.04 The vacation year is that period between September 1st and August 31st of the following year. Vacation entitlement is earned during each year of continuous service.

ARTICLE 14 - SICK LEAVE, EMPLOYEE BENEFITS AND PENSION PLAN

14.01 Sick Leave Defined

Sick Leave is the period of time an employee is permitted to be absent with full pay due to sickness, disability, quarantine or accident not covered by Workers' Compensation or the Alberta School Employee Benefit Plan.

14.02 Sick Leave Rate

Sick leave with pay shall be earned by an employee at the rate of two (2) days for every month worked to a maximum accumulation of twenty-four (24) days per year.

14.03 Accumulation Of Sick Leave

The unused portion of an employee's sick leave shall accrue to a maximum of ninety (90) working days.

14.04 Proof Of Illness

14.04.01 An employee who is absent from work to obtain necessary medical or dental treatment, or because of accident, disability or sickness, for a period of more than three consecutive working days, shall be required to present to his/her supervisor a medical certificate verifying the need for the absence.

14.04.02 An employee who is absent from work to obtain necessary medical or dental treatment, or because of accident or sickness for a period of three consecutive working days or less may be required to present to his/her supervisor a signed statement giving the reason for such absence immediately upon return to duties.

14.04.03 In the case of any request for prolonged sick leave with pay, the Employer may require, at its expense, a certificate from a medical practitioner designated by the Employer.

14.05 Sick Leave During Leave Of Absence

When an employee is granted a leave of absence with pay beyond thirty (30) calendar days or a leave of absence without pay and the employee returns to work upon the expiration of such leave of absence, the employee shall not receive sick leave credit for the period of such absence but shall retain the cumulative credit, if the employee returns to work within one year.

14.06 Employee Benefit Plan

14.06.01 Subject to the provisions of the Master Policies, and effective the first of the month following successful completion of the probationary period, all eligible employees, as a condition of employment shall be enrolled in the Alberta School Employee Benefit Plan for Life & AD&D, Plan 2, and EDB Plan D.

14.06.02 The Employer agrees to make available the following plans and contribute 92% toward the premium payable for --

- Plan 2 of ASEBP (Life & AD&D)
- Plan I - Extended Health Care of ASEBP
- Plan 3 - Dental
- Alberta Health Care (where applicable)
- Plan D – ASEBP (EDB)
- Plan 3, Vision Care, ASEBP

Effective January 2004, the practice of contributing to the benefit contributions of employees covered by this Collective Agreement during the processing of the current month's payroll will be directed in a manner to generate the maximum tax advantage for the employees.

14.06.03 The Board will establish a health spending account, which adheres to Revenue Canada Requirements, by making monthly contributions for each eligible regular employee based on the FTE for the month. The annual contribution per FTE will be \$500.

14.07 Alberta Local Authorities Pension Plan

All eligible employees who meet the eligibility requirements of the Local Authorities Pension Plan shall be entitled to participate in the plan effective the first of the month following eligibility.

ARTICLE 15 - LEAVE OF ABSENCE

15.01 Negotiations, Grievance And Arbitration Leave

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on negotiations or in connection with a grievance or arbitration procedure with the Employer. The Union will reimburse the employer for any substitution costs. Employee representatives at the above mentioned proceedings shall not exceed two (2).

15.02 Leave Of Absence For Union Functions

Leave of absence without pay and without loss of seniority shall be granted to not more than two (2) employees, upon request to the Employer, to employees elected or appointed to represent the Union at conventions. Leave of absence without pay shall be granted to not more than two (2) employees to attend executive and committee meetings of C.U.P.E., its affiliated or chartered bodies.

15.03 Paid Bereavement Leave

15.03.01 An employee shall be granted up to five (5) consecutive working days off for the purposes of making arrangements for and attending a funeral without loss of wages in the case of death of a parent or former guardian, spouse (including common-law), brother, brother-in-law, sister, sister-in-law, child, grandparent, grandchild, daughter-in-law, son-in-law, parent-in-law, step parent, step child, step sibling, grandparent of spouse, or any relative who has been residing in the same household. When the funeral necessitates extensive traveling the Employer may grant, at its discretion, up to five (5) days traveling time. Such traveling time may be with or without pay.

15.03.02 Leave of absence with pay, to a maximum of five (5) days per year shall be granted to an employee in the event of a critical illness of an employee's spouse, child, mother or father, if such illness is supported by a medical certificate.

15.04 Maternity Leave

15.04.01 The Employer shall grant maternity leave in accordance with the provisions of the Employment Standards Code and the Board's policy on Supplemental Unemployment Benefits.

15.05 Jury Duty

Leave of absence without loss of salary shall be granted, provided that the employee remits to the Board any witness fee or jury stipend (excluding allowances and/or expenses) set by the court or other body,

- a) for jury duty or any summons related thereto, and
- b) to answer a subpoena or summons to act as a witness in any proceeding authorized by law to compel the attendance of witnesses.

15.06 Pallbearer Leave

One (1) day leave shall be granted without loss of salary or wages to attend a funeral as a pallbearer. Additional leave with pay will be at the discretion of the Employer.

15.07 Personal Leave

Leave of absence of one (1) day per school year, with pay, will be available for personal reasons. The employee must make the request, in writing in advance, to use the personal day, except where the time is required for circumstances that are unexpected and of pressing necessity that require the employee's immediate attention.

15.08 General Leave

The Employer may grant leave of absence with or without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause. Such request to be in writing and approved by the Employer.

ARTICLE 16 - OTHER ALLOWANCES

16.01 Pay Days

16.01.01 The Employer shall pay the monthly wages and salaries in accordance with Appendix "A" attached hereto and forming part of this Collective Agreement.

16.02 Part-Time Employees

Part-time and temporary employees shall receive the wage rate and conditions of employment specified in this Collective Agreement on a pro-rata basis according to their hours of work.

16.03 Education Allowance

The Employer shall pay the registration cost upon successful completion of an academic or technical course approved by the Employer. The employee shall obtain Employer approval prior to registration.

16.04 All employees shall receive an annual subsidy of up to \$150.00 for the cost of CSA approved safety work related foot wear purchased.

16.05 Inclement Weather

An employee who is required to be at work, and, despite reasonable effort, is unable to travel to their place of employment from their place of residence because of: a) inclement weather and b) impassable road conditions, is entitled to their wages for the periods of absence so occasioned.

ARTICLE 17 - JOB CLASSIFICATION AND RECLASSIFICATION

17.01 Job Descriptions

The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent. Upon request the Employer shall supply job description(s) to the employees and Union.

17.02 No Elimination Of Present Classification

Existing classifications shall not be eliminated without prior notification to the Union.

17.03.01 Changes In Classification

When the duties or functions of work in any classification are changed or increased, or where the Union and/or an employee feels he is unfairly or incorrectly classified, or when a position not covered in Appendix "A" is established during the term of this Collective Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. Where the parties are unable to satisfactorily resolve the matter such matter shall be submitted to arbitration under the Grievance Procedure.

17.03.02 Any adjustment to the rate(s) of pay for the classification or position shall be effective the first of the month following the date of receipt by the Employer of the submission for reclassification.

ARTICLE 18 - GENERAL

18.01 Whenever the singular or feminine is used in this Collective Agreement, it shall be considered as if the plural or masculine has been used where the context of the party or parties hereto so require.

ARTICLE 19 - TERM OF AGREEMENT

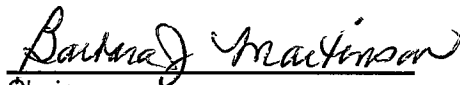
19.01 Unless otherwise specifically provided for, this Collective Agreement takes effect on the latter of September 1, 2010 or the first of the month following ratification by both parties and remains in effect until August 31, 2011.

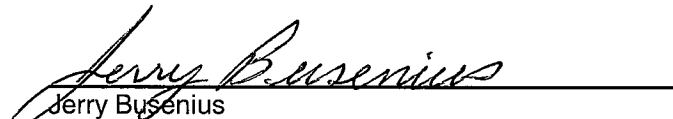
19.02 Either party wishing to propose changes to this Collective Agreement shall, between the period of sixty (60) and one hundred and twenty (120) days prior to the expiration date, give notice in writing requiring the other party to the Collective Agreement to commence collective bargaining. Such notice to commence negotiations shall contain details of all amendments sought. At the first meeting between the parties following such notice the party receiving the notice shall give details of any amendments it seeks.

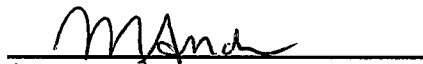
IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT THIS 20th
DAY OF October A.D., 2010.

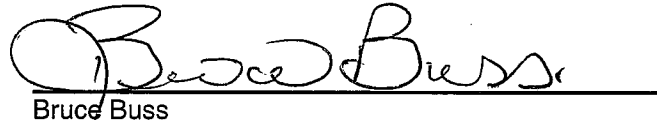
**THE BOARD OF TRUSTEES
OF BLACK GOLD REGIONAL DIVISION NO. 18**


**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1674**


Chairman -
Board of Education


Jerry Busenius


Secretary-Treasurer


Bruce Buss


Sheldon Ganske


Debbie Gervais-Arbane, CUPE National Rep

Letter of Understanding

The Board's statement confirming the articles of clothing that will be distributed by the supervisor, to identify the personnel as Division employees, will be posted at the Division's Facilities Building. The articles will include five (5) shirts, one (1) summer jacket, one (1) winter jacket, seasonal gloves as needed, one (1) pair of coveralls or overalls, hats as needed.

The Board will introduce an amendment to the carry-forward process for the combination of vacation/overtime and permit an employee to apply to carry-forward a balance of overtime if the combined total is in excess of 40 hours for the employee at the end of the fiscal year and this request will not be unreasonably denied.

APPENDIX A

HOURLY WAGE RATES

Effective September 1, 2010 – 2.92%

Position	STEP							
	1	2	3	4	5	6	7	8
Maintenance Worker	19.73	20.58	21.43	22.30	23.16	24.02	24.84	25.74
Trades Worker I	22.90	23.65	24.36	25.09	25.82	26.54	27.27	28.03
Trades Worker II Electrical	26.50	27.26	28.03	28.78	29.55	30.29	31.06	31.82
Trades Worker II Mechanical	26.50	27.26	28.03	28.78	29.55	30.29	31.06	31.82
Trades Worker II Mill Work	25.84	26.56	27.31	28.05	28.76	29.50	30.23	30.96
Master Tradesman Electrical	28.79	29.54	30.25	31.01	31.70	32.44	33.18	33.90
Master Tradesman Mechanical	28.79	29.54	30.25	31.01	31.70	32.44	33.18	33.90

Employees shall advance one step on the pay grid on September 1st of each calendar year. Depending on a new employee's qualifications and experience, the Employer may hire the employee commencing at anywhere on the grid.