

The 2008 - 2012 Collective Agreement

Between

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



And

The Canadian Union of Public Employees

Local 474



CUSTODIAL

This Collective agreement is a
joint publication between

CUPE Local 474

and

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

For information regarding the collective agreement
please feel free to contact your Union at:

10989 – 124 Street, Edmonton, AB T5M-0H9

Phone: (780) 447-5858

Cellular: (780) 446-5688

Facsimile: (780) 447-4999

Email: cupe474@telusplanet.net

You may also wish to contact
Black Gold Regional Division No. 18 at:

3rd Floor, 1101 – 5 Street, Nisku, AB T9E-7N3

Phone: (780) 955-6025

Facsimile: (780) 955-6050

INDEX

ARTICLE	SUBJECT	PAGE NUMBER
1	Recognition	3
2	Management Rights	3
3	No Discrimination	3
4	Union Dues	3
5	Definitions	4
6	Seniority	4
7	Promotions and Staff Changes	5
8	Probation Period	6
9	Layoffs and Recall.....	6
10	Hours of Work	6
11	Overtime.....	6
12	Holidays	7
13	Vacation	7
14	Paid Sick Leave	8
15	Leaves of Absence.....	9
16	Discipline and Dismissal	10
17	Wages, Premiums and Allowances	10
18	Personnel Records.....	10
19	Job Classification	10
20	Grievance Procedure	11
21	Employee Benefits	12
22	Term of Agreement	12
23	Copies of the Collective Agreement.....	12
Appendix A	Wage Schedule.....	14
	Letter of Intent.....	15

This Collective Agreement made this ____ day of _____, 2008.

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 474
(hereinafter called the "Union"),
OF THE SECOND PART

ARTICLE 1 - RECOGNITION

1.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees Local 474 as the sole and exclusive bargaining agent for "All custodial employees", in accordance with Certificate #1-2005 issued by the Labour Relations Board.

1.02 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.

1.03 Work of Bargaining Unit

During the regularly scheduled hours of work of the custodian(s) 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.

1.04 Notification

The Union shall be notified in writing forthwith of the following information: job postings, hirings, recalls, transfers, layoffs, suspensions, retirements, deaths, extended leaves of absence, resignations and terminations. In each instance, the location of employee will be identified.

ARTICLE 2 – MANAGEMENT RIGHTS

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

ARTICLE 3 – NO DISCRIMINATION

3.01 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, political affiliation, sexual orientation, gender or marital status, place of residence, nor by reason of membership or activity or non-activity in the Union.

ARTICLE 4 – 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, telephone numbers, FTE rating, individual wage rates and amount deducted from employees from whose wages the deductions have been made. The list will be forwarded to the Union's Treasurer in electronic and hard copy form.

- 4.03 The Employer may schedule a time, during the general orientation session for new employees, for the Union to conduct its orientation.

ARTICLE 5 - DEFINITIONS

- 5.01 **Employee** shall mean a person employed by the Employer, within the bargaining unit, and engaged in the care and cleaning of the Regional Division's buildings and care of grounds.
- 5.02 **Permanent Employee** shall mean an employee who successfully completed the probationary period and is employed for an indefinite term and performs regularly scheduled hours of work in a full-time or part-time capacity in accordance with Article 10.
- (a) **Full-time Employee** shall mean a permanent employee employed to perform regularly scheduled hours of work on a full-time basis.
- (b) **Part-time Employee** shall mean a permanent employee employed to perform regularly scheduled hours of work less than those scheduled hours of work provided to full-time employees.
- Part-time Employees shall receive pro-rated benefits, holidays and pay rate progression (in accordance with the applicable salary appendix) based on hours worked in comparison to that of a full-time employee in the same classification.
- 5.03 **Casual Employee** shall mean an employee employed to replace a permanent employee absent due to illness, injury, vacation, holiday, or approved leave of absence.
- 5.04 **Basic rate of pay** shall mean the applicable rate in the pay range of the employee's classification as set out in the Wage Schedule
- 5.05 **Vacation** shall mean annual vacation with pay.
- 5.06 **Grievance** shall mean any difference arising out of interpretation, application, administration or alleged violation of this Collective Agreement.
- 5.07 A **Temporary Employee** shall be an employee hired to perform a job having a fixed duration.

ARTICLE 6 - SENIORITY

- 6.01 Seniority shall mean the accumulated hours of work from date of hire as a permanent, temporary, or casual employee. If a temporary or casual employee has a break in service of more than three (3) months, the accumulated seniority will be lost.
- For the purposes of this provision, "hours of work" shall include all regular employer paid hours.
- 6.02 Where two or more employees are appointed to permanent staff at the same time and those employees have equal seniority, the order of placement of names on the seniority list shall be by alphabetical order of the last name.
- 6.03 The Employer shall provide copies of seniority lists to the Union and the schools prior to March 1st of each year and a second list shall be provided in September. 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.
- 6.04 Loss of Seniority
- (a) when an Employee terminates employment or is terminated;
- (b) upon the expiry of a period of time on layoff of twelve (12) months during which the Employee has not been recalled;

- (c) if an Employee does not return to work on recall as required, except for reasons acceptable to the Employer.

ARTICLE 7 – PROMOTIONS AND STAFF CHANGES

7.01 Job Postings

- (a) When a new position under this Collective Agreement is created or when the employer determines a vacancy exists, the Employer shall post a notice of the position for a period of seven (7) calendar days. The notice will describe the school location, nature of the position, pay range, 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.
- (b) Employees covered by this Collective Agreement will be given first consideration for new or vacant positions under this Collective Agreement for which they qualify. 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.
- (c) No outside advertisement for any vacancy within the bargaining unit shall be placed until the applications of present employees have been considered.

7.02 Promotions and Transfers

- (a) In the case of promotions and transfers, where the Employer determines qualifications and ability of applications are equal, seniority shall be the determining factor
- (b) An employee who has successfully bid on a position cannot apply for a similar position for a period of ninety (90) calendar days from the date of completion of the probationary or trial period.
- (c) An employee who accepts a position outside the bargaining unit within the Regional Division 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 an equivalent position within one calendar year.
- (d) Employees temporarily assigned by the Superintendent/designate to a higher classification in excess of five (5) days shall receive that rate of pay. Employees temporarily assigned to a lower classification shall receive their previous rate of pay.
- (e) When an employee is demoted, for non-culpable reasons, by the Employer to a position with a lower basic rate of pay and/or reduced regular hours of work, 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.

7.03 Trial Period

- (a) Promotions and transfers shall be subject to a trial period of 90 calendar days.
- (b) 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 former classification.
- (c) If an employee, who is promoted or transferred to another position within the bargaining unit, decides during the trial period that the position is not suitable, the Employer shall return the employee to the employee's former position if it is available.

ARTICLE 8 – PROBATION PERIOD

8.01 Newly hired employees shall serve a six (6) month probation period from the date of hiring.

A probationary employee shall be evaluated during the probation period. If during the probation period there are any concerns or deficiencies in performance the employee shall be notified and provided the opportunity to make improvements/corrections.

During the probation 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 successful completion of the probation period, seniority shall commence from the date of hiring.

ARTICLE 9 – LAYOFFS AND RECALL

9.01 A layoff shall be defined as a reduction in the work force and shall include reduction from full-time to part-time status.

In the event it is necessary to layoff, the least senior employee within the school shall be first laid off provided the remaining employee(s) have the ability and qualifications to perform the work.

9.02 The Employer shall notify employees in writing who are to be laid off, ten (10) working days prior to the effective day of layoff. If the employee has not had the opportunity to work the days as provided in this Article, the employee shall be paid for the days for which work was not made available.

9.03 The most senior employees shall be recalled first, provided they are qualified to do the job required.

It shall be the obligation of an employee to ensure that the Employer has his/her current address and phone number. Notices arising from the operation of this article shall be deemed served when mailed to the last address provided.

If a response from the employee is not received by the Employer within fourteen (14) calendar days of the notice having been issued, the recall shall be rescinded.

9.04 Severance

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 Full-time hours of work shall be forty (40) hours per week, eight (8) hours per day, for five (5) consecutive days, Monday to Friday, excluding a minimum of a one-half hour unpaid meal period

- 10.02 (a) Employees who work a full-time, eight (8) hour shift shall be entitled to two (2) paid fifteen (15) minute rest periods. Rest periods shall normally be taken at approximately the half-way point of each half of the shift.
- (b) Employees who work half-time or greater but less than full-time shall be entitled to one (1) paid fifteen minute rest period in the shift.
- (c) Employees, during each shift in excess of five (5) consecutive hours of work, shall be entitled to a total of at least thirty (30) minutes of unpaid rest during that shift.

10.03 Employees shall not be assigned less than three (3) hours of work on a regular workday.

ARTICLE 11 – OVERTIME

11.01 Overtime Defined - All overtime shall be first authorized by the Employer and paid for work performed in excess of 8 hours per day or 40 hours per work week.

For the purposes of this provision, a week shall be defined as Monday to Sunday.

- 11.02 Overtime Rate – Overtime shall be paid at the rate of one & one-half (1 ½) times the regular base rate for the first 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.

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.

- 11.03 Overtime for Call Back - Employees shall be paid a minimum of 3 hours at the basic hourly rate of pay or overtime rate for all hours worked during a call-back, whichever is greater.

- 11.04 Overtime Authorization – All overtime must be authorized by the designated supervisor.

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 at one and one-half times the employee's basic rate of pay for hours so worked.

ARTICLE 13 – VACATION

Permanent Employees

- 13.01 Full time employees will be entitled to paid vacation leave at the current basic rate of pay in accordance with the following:

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

The vacation entitlement for permanent part-time employees shall be pro-rated to the entitlement of a full time employee.

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.

- 13.02 Except by advanced written permission from the Employer, vacation shall be scheduled during July and August.

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 Temporary and Casual Employees

Temporary and casual employees shall be paid in accordance with the Employment Standards Code.

13.05 Employees scheduled to work on a 12-month per year basis may apply to carry over one week vacation entitlement to the following year.

ARTICLE 14 – PAID SICK LEAVE

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 for full-time permanent employees shall accrue at the rate of two (2) days per month to a maximum of twenty (20) working days per year. The unused portion of sick leave shall accumulate to a maximum of seventy-five (75) working days.

In order to determine the number of sick days per month for permanent employees other than full-time permanent employees, the following formula shall apply:

Part-time employees shall accrue 8 hours of paid sick leave for every 80 employer paid hours to a maximum accrual of seventy-five (75) working days at their daily assignment.

14.03 Extended Disability Leave

The Extended Disability Leave benefit under the ASEBP will commence after ninety (90) calendar days.

14.04 Proof of Illness

(a) 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 (3) consecutive working days, shall be required to present his/her supervisor with medical confirmation within fourteen (14) calendar days from the commencement of the absence confirming the employee was not able to perform his or her duties.

(b) 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 (3) 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.

(c) 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, limited to determining when the employee will be able to return to work.

14.05 Sick Leave During a Leave Of Absence

When an employee is given leave of absence without pay and returns to work upon 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.

ARTICLE 15 – LEAVES OF ABSENCE

15.01 Negotiations, Grievance, and Arbitration Leave

Representatives of the Union shall not suffer any loss of pay when required 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.

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 functions with C.U.P.E., its affiliated or chartered bodies.

15.03 Compassionate Leave

Leave necessitated by critical illness or death shall be granted with pay for the following reasons:

- (a) up to five (5) days for spouse, child, parent or former guardian, brother, sister, parents of spouse (including common-law), grandparent, grandchild, stepchild, stepsibling, step-parent or other relative who resides within the custodian's household;
- (b) not more than one (1) day because of the death of grandparent of spouse, brother-in-law, sister-in-law, daughter-in-law or son-in-law;
- (c) those days referred to in clause (1) and (2) may be extended at the discretion of the Board of Education should additional time be required for travel;
- (d) before a payment is made under (1), (2), or (3), the Board of Education may require a medical certificate stating that critical illness was the reason for the custodian's absence.

15.04 Funeral Leave

Leave of absence for one-half (1/2) day per year with pay will be available to attend the funeral of a non-family member.

15.05 Pallbearer Leave

Leave of absence for one (1) day with pay shall be granted to any custodian acting as a pallbearer.

15.06 Maternity/Parental Leave

The Employer shall grant parental leave in accordance with the provisions of the Employment Standards Code and implement a Registered Supplemental Unemployment Benefit Plan for the health-related portion of a maternity leave for the employee. The leave may be for a period not exceeding twelve (12) months and shall expire on a mutually agreed date.

15.07 Paternity Leave

An employee may be granted one (1) day leave with pay at the time of the birth of his child.

15.08 Adoption Leave

An employee may be granted one (1) day leave with pay at the time of the initial placement of an adopted child.

15.09 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.

In the event that an employee testifies against the Board in any civil or criminal court action, any witness leave will be without pay.

15.10 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.

15.11 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 16 – DISCIPLINE AND DISMISSAL

16.01 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.

16.02 In case of discharge and/or discipline the Employer shall only discharge or discipline for just cause.

16.03 An employee may be suspended or discharged but only for just cause. Such employee and the Union shall be promptly notified in writing, by the Employer, with reasons for the suspension or discharge.

ARTICLE 17 – WAGES, PREMIUMS, AND ALLOWANCES

17.01 Wages

The Basic Rates of Pay for each classification shall be expressed in hourly rates in Appendix 'A' which is attached to and forms part of this Collective Agreement.

The pay period will be from the first of the month to the end of the month.

Pay date will be within the first 10 days of the following month based on submitted time sheets.

Premiums & Allowances

17.02 The Employer shall pay a shift premium of twenty-five (\$0.25) per hour to a custodian who is regularly scheduled to work two (2) blocks of time per day separated by more than three (3) hours inclusive of a scheduled lunch period.

17.03 The Employer shall pay a monthly allowance of \$125 to employees designated as Auxiliary Relief Custodians.

17.04 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.

17.05 Employees who are required by the employer to attend in-service programs shall be deemed to be on-the-job and Articles 11 and 12 shall apply.

ARTICLE 18 – PERSONNEL RECORDS

18.01 The parties agreed that after 30 months no reference may be made to any disciplinary documentation in the employee's personnel file in future disciplinary matters or used against the employee in the event of transfer or promotions or demotion.

ARTICLE 19 – JOB CLASSIFICATION

19.01 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.

ARTICLE 20 – GRIEVANCE PROCEDURE

20.01 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, within 20 days from the date of the incident giving rise to the grievance or from the date the grievor first has knowledge of the incident, whichever is later, 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 ten (10) 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 thirty (30) working days of the receipt by the Employee and the Union 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 refer the dispute to arbitration by serving written notice, notwithstanding other sub-articles, within fourteen working days in accordance with the provisions stipulated in Article 18.06.

- 20.02 The Employer acknowledges the right of the Union to appoint or elect stewards whose duties shall be to assist any employee that the steward represents in preparing and in presenting her grievance in accordance with the grievance procedure.
- 20.03 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 bypassed.
- 20.04 The time limits fixed in the grievance procedure may be extended by mutual consent in writing of the parties.
- 20.05 An employee, other than a probationary employee, shall have the right to proceed under the grievance procedure in matters of discharge, suspension and discipline.
- 20.06 When either party requests a grievance be submitted to arbitration, each party shall appoint one member as its representative on the Arbitration Board within ten days of such notice and shall so inform the other party of its appointee. The two members so appointed shall, within five days of the appointment of the second of them, appoint a third person who shall be the chairman. In the event of any failure to agree upon the appointment of a chairman, either party may request the Director of Mediation Services to make the appointment.
- 20.07 The Arbitration Board shall not change, amend or alter any of the terms of this agreement.
- 20.08 The findings and decision of the majority is the award of the Arbitration Board and is final and binding upon the parties and upon any employee affected by it. If there is not a majority, a decision of the chairman governs and it shall be deemed to be the award of the Board.
- 20.09 The Arbitration Board shall give its decision not later than 60 days after the appointment of the chairman provided, however, that this time period may be extended by written consent of the parties.

- 20.10 Each party to the Grievance shall bear the expense of its respective appointee and the two parties shall bear equally the expenses of the chairman.
- 20.11 All the aforesaid time limits referred to in the Grievance Procedure shall be exclusive of Saturdays, Sundays, Statutory Holidays, Summer Recess, Christmas Break, and Spring Break.
- 20.12 A grievance or arbitration shall not be deemed invalid by reason of a defect in form, technical irregularity, or an error of procedure if it results in a denial of natural justice.

ARTICLE 21 – EMPLOYEE BENEFITS

21.01 Employee Benefit Plan

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 & EDB, Plan D.

- 21.02 The Employer agrees to make available the following plans for permanent employees and contribute 90% toward the premium payable for:
- Plan 2 of ASEBP (Life and AD&D)
 - Plan 1 - Extended Health Care of ASEBP
 - Plan 3 - Dental
 - Plan D - ASEBP (EDB)
 - Plan 3 – ASEBP Vision/Hearing Care
 - Alberta Health Care

Effective the first of the month following the date this Collective Agreement is signed by the parties.

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 for 2008-2009 per FTE will be \$400. Effective September 1, 2009, the annual contribution per FTE will be \$500.

21.03 Alberta Local Authorities Pension Plan

All permanent employees who meet the eligibility requirements of the Local Authorities Pension Plan shall be entitled to participate in the Plan.

ARTICLE 22 – TERM OF AGREEMENT

- 22.01 Unless otherwise specifically provided, this Collective Agreement takes effect on the first of the month following ratification by both parties and remains in effect until August 31, 2012.

This Collective Agreement shall continue in force and effect until a new Collective Agreement has been executed or until the right to strike or lockout arises.

- 22.02 Either party desiring to propose changes to this Agreement shall, between the period of sixty (60) and one hundred twenty (120) days prior to the expiration date, give notice in writing requiring the other party to the Agreement to commence collective bargaining.

ARTICLE 23 - COPIES OF THE COLLECTIVE AGREEMENT

- 23.01 The Employer shall provide a copy of the Collective Agreement to each new employee upon appointment.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT THIS 24 DAY OF December, A.D., 2008.

The Board Of Trustees Of
Black Gold Regional Division No. 18:

Barb Martinson
Barb Martinson, Chairman of the Board

MAndres
Ruth Andres, Secretary-Treasurer

Canadian Union Of Public
Employees, Local 474:

Doug Luellman

Bob Pearce

Donna Staudinger

Williamson

APPENDIX A

Custodians

Wage Schedule

Increase 4.5% Plus \$0.65 per hour effective 1-Sep-08

	1	2	3	4	5
Custodian 1	\$ 16.59	\$ 16.80	\$ 17.00	\$ 17.22	\$ 17.42
Custodian 2 & Auxiliary Relief Custodian	\$ 18.90	\$ 19.09	\$ 19.30	\$ 19.52	\$ 19.73
Custodian 2 at EBCHS & LCHS	\$ 19.15	\$ 19.34	\$ 19.55	\$ 19.77	\$ 19.98

**Step 1 & 2 will be removed and all positions renumbered accordingly.
A custodian now in Step 7 will be in Step 5, etc.**

Employees will advance to the next pay step the first of the month following completion of 2080 hours of work after placement on the schedule following successful completion of the probationary period.

For the purposes of this Appendix, “hours of work” shall include all regular employer paid hours.

Wage Schedule % increase effective September 1, 2009 based on the net Plant Operations & Maintenance Funding adjustment realized by the Board **as of September 30th** for the 2009/2010 fiscal year. In no case will a reduction in salary be applied.

Wage Schedule % increase effective September 1, 2010 based on the net Plant Operations & Maintenance Funding adjustment realized by the Board **as of September 30th** for the 2010/2011 fiscal year. In no case will a reduction in salary be applied.

Wage Schedule % increase effective September 1, 2011 based on the net Plant Operations & Maintenance Funding adjustment realized by the Board **as of September 30th** for the 2011/2012 fiscal year. In no case will a reduction in salary be applied.

LETTER OF INTENT

The Board, through policy, will set up a CUPE #474 Custodial Staff-Board Advisory Committee, similar in Philosophy, Guidelines and Terms of Reference to the committee formed for CUPE #3484. The Committee will be formed and meet prior to October 31, 2008.

During teacher's convention, professional development days and the summer, Christmas and Spring Break periods, the afternoon custodial staff shall work the day shift provided the needs of the school are accommodated.



Black Gold Regional Division No. 18

