

MAINTENANCE

EDMONTON PUBLIC SCHOOLS COLLECTIVE AGREEMENT

between

*Board of Trustees
Edmonton School District No. 7*

and

*Canadian Union of Public Employees
Local 784*

September 1, 2006 to August 31, 2011



EDMONTON PUBLIC SCHOOLS



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1. DEFINITIONS

For purposes of this Agreement:

- a. Employee shall mean any person employed by the Employer whose classification falls within the scope of the bargaining unit as certified by the Alberta Labour Relations Employer (Certificate #349-93 Nov. 4, 1993).
- b. Union representative shall mean any duly elected officer of the Union or Union shop steward and will also include any representative of the Canadian Union of Public Employees who the Union may call upon at any time for assistance in negotiations, discussions or grievances with the Employer.
- c. Board or employer shall mean the trustees of Edmonton Public School District No. 7 or its designated administrators or supervisors.
- d. Service shall be defined as:
 - (i) weeks or fractions of weeks actually worked for the Employer (not including overtime hours);
 - (ii) weeks or fractions of weeks taken as vacation entitlement;
 - (iii) paid leaves of absence exclusive of absences for sick leave, disability or workers compensation;
 - (iv) absences for sick leave, maternity leave, disability or workers compensation not exceeding 90 calendar days;
 - (v) leaves of absence without pay not exceeding one complete pay period;
 - (vi) accumulated service shall be forfeited if any employee
 - (a) resigns from the Employer's employ;
 - (b) after a period of a layoff, refuses a written recall as outlined in 6.c(i)(a);
or
 - (c) is discharged for just cause.

2. UNION DUES

- a. The Employer agrees to deduct from employees covered by this agreement all normal Local and national dues levied in accordance with the constitution and bylaws of the Union.
- b. Direct deposit of union dues will take place no later than September 1, 2005.

3. RECOGNITION

The Employer agrees to recognize Local 784 of the Canadian Union of Public Employees as the sole and exclusive bargaining agent for all employees covered by the Local's certificate under the Labour Relations Code.

4. CLASSIFICATIONS

- a. Existing classifications shall not be eliminated or changed without prior consultation with the Union. Consultation with the Union shall occur prior to any classification change being implemented.
- b. It is agreed that the Employer may institute any new classification(s) and that the wage rates for these classification(s) shall be fixed only after consultation with the Union representative and before the position is filled or appointment made.
- c. If there is an insufficient workload in a position due to seasonal or other conditions, an employee may be transferred to other employment with the Employer rather than being laid off.
- d. The Employer shall utilize only those employees whose trade qualifications apply.

5. APPOINTMENTS TO STAFF

- a. After six (6) months of service actually worked, new employees will be appointed to permanent staff dependent on:
 - (i) a favourable evaluation and recommendation by the employee's supervisor(s); and
 - (ii) if requested, a satisfactory certificate of health from a medical examination provided by the Employer's physician.

The six (6) month period may, at the discretion of the employer be extended by a maximum of three (3) months, provided that the employee is notified in writing with the reasons for the extension prior to the expiration of the initial six (6) month period.

The Employer may, at its discretion, appoint an employee to permanent staff even though that employee is unable to obtain a satisfactory certificate of health.

- b. Prior to the expiration of the probationary period, an employee may be recommended for appointment to permanent staff.
- c. Employees shall be eligible after three (3) months of service, to access Alberta Health Care as provided by this agreement. All other benefits provided through the group insurance carrier will be provided by this agreement after six (6) months of service. However, the provisions of the employer's pension plan and group insurance plans will take precedence.

6. SENIORITY

- a. Seniority shall be accumulated on the following basis:
 - (i) weeks or fractions of weeks worked within the bargaining unit (not including overtime hours) or on a temporary Employer assignment in a position outside the bargaining unit;
 - (ii) those weeks or fractions of weeks taken as vacation entitlement;

- (iii) paid leaves of absence exclusive of absences for sick leave, disability or workers compensation
 - (iv) absence for sick leave or disability not exceeding 90 (ninety) calendar days;
 - (v) absence for disability eligible for workers compensation, maternity leave or parental leave not exceeding 180 (one hundred eighty) calendar days
 - (vi) leave of absence without pay not exceeding one complete pay period;
- b. Notwithstanding 6.a. above, an employee will neither accumulate nor lose seniority if that employee is subject to layoff during any one of the above-noted absences.
- c. (i) An employee shall lose seniority and their employment shall be deemed terminated if that employee:
- (a) after a period of layoff, refuses a second written recall.
 - (b) is discharged for just cause;
 - (c) resigns from employment in the bargaining unit;
- (ii) An employee shall retain seniority if that employee:
- (a) accepts a temporary Employer appointment while waiting recall from a layoff;
 - (b) is serving a probationary period in an Employer position outside the bargaining unit.
- d. Upon completion of an apprenticeship while employed by the District, seniority will be adjusted only to the number of years served as an apprentice in that trade.
- e. All recall notices will be sent by courier. Recall notices shall provide at least 10 (ten) working days written notice. The employee will confirm in writing within 5 (five) working days of the delivery date of the notice their intent to return to work. The respective notice periods may be waived by mutual agreement.
- f. A seniority list shall be maintained by the Employer and provided to the Union on a quarterly basis. The seniority list shall include an employee's name, classification, decision unit, start date, and accumulation of seniority in weeks. Any protest with regard to seniority standing must be presented to the Employer within 30 calendar days from the date the lists are posted. Any error identified will be corrected and posted within 30 (thirty) calendar days.

7. PROMOTIONS AND STAFF CHANGES

- a. When a vacancy occurs within the bargaining unit, notice of the vacancy will be posted for a minimum of 10 working days in places mutually agreed upon by the Employer and the Union. A copy of the notice will be sent to the Union on the date the notice is posted. Such notices shall contain the nature of the position, qualifications, shift and rate of pay.

- b. The placement of advertisements outside of the school district or the hiring of any new employees will take place only after the following procedures have been completed:
- (i) the application of present employees in the bargaining unit have been considered and there are no suitable applicants; and
 - (ii) those employees who have been laid off from positions within the bargaining unit within the last six (6) months and who are qualified to perform the work available are given the opportunity of recall.
- c. If a vacancy is to be filled in the trades or maintenance worker classifications and there are no suitable employees available in the bargaining unit, including those laid off within the last 6 months, the vacancy may be advertised immediately without being posted as described in 7.a.
- d. (i) A position shall not be considered vacant when an employee is absent because of illness or other authorized leave. However, when it is known that an employee is to be absent from work because of illness or other authorized leave for more than 40 working days, the position of a temporary replacement shall be posted and the provisions of this clause shall apply. Upon return of the incumbent, the employee shall revert to a position in the employee's former classification.
- (ii) When a position has been advertised and filled as an Acting Position and it is known that the incumbent who is being replaced is not returning to the position, and if the position is offered to the acting employee, the acting employee will be made permanent. If the acting employee declines the position, the position will be advertised.
- e. Both parties to the agreement recognize that job opportunity should increase in proportion to length of service; therefore, in the event that 2 employees are considered relatively equal in knowledge, ability, skill, qualifications, and experience, seniority shall be the deciding factor in all promotions, demotions, layoffs and rehiring.
- f. In the case of promotions, the successful applicant shall be placed on a trial period for up to a period of 3 months. Conditional upon satisfactory performance, the employee shall be confirmed in the position. In the event that during the aforementioned trial period it becomes apparent the position is not suited to that employee, the employee will be eligible to return to the former position without loss of seniority. Any other employees promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority. Whenever possible, the Employer shall utilize only those employees whose trade qualifications apply.
- g. The Union shall, without delay, be notified in writing of all appointments, hirings, layoffs, rehiring and terminations of employment.
- h. The Employer shall have the right to demote, suspend or discharge any employee for just cause. The Employer shall have a Union representative present at the time the decision to:
- discipline, which will result in a written reprimand in the employee's personnel file,
 - demote

- suspend
- or discharge is communicated

In any event, the Union and the employee shall be notified forthwith in writing of the reasons for the action taken. Notwithstanding the above, should the employee wish not to have a Union representative present, the wishes of the said employee shall be respected. If the employee waives the right to union representation, the Employer will immediately provide the Union with written notice that such representation was waived, before any subsequent formal meetings take place. If an employee receives a series of reprimands which appear to be leading to the termination of that employee, the Employer shall notify the Union and with the permission of the employee shall provide the Union with copies of the written reprimand.

- i. The Employer will at least once every 36 (thirty-six) months remove material from the personnel files material that is no longer applicable. Employees shall, upon request, be given access to all of the contents of their personnel file. The employee may also request a representative of the Union to be present during such review.

8. LAYOFFS & TERMINATION

- a. If it becomes necessary to layoff permanent employees with more than two years of accumulated service, the Employer will notify those employees who are to be laid off a minimum of 2 (two) weeks written notice in advance of the layoff or provide equivalent pay in lieu of notice of layoff. Those employees with 2 (two) years or less of accumulated service will receive a minimum of 5 (five) working days notice in advance of the layoff or be provided the equivalent pay in lieu of notice of layoff.

In the event an employee is provided pay in lieu of notice, the employee shall not have access to the following provisions for the duration of the equivalent period of time paid in lieu: Vacation, Public Holidays and Sick Leave.

- b. In the event of the permanent closure of a shop or other operations that would result in loss of employment, those full-time employees affected shall receive a severance payment equivalent to 10 (ten) days regular pay for each full or partial year of continuous service. This provision does not apply to seasonal or other temporary operations, or staff with less than 10 (ten) years of service.

9. VACATIONS

- a. All permanent employees shall be entitled to vacation with pay based on years of accumulated service. Employees shall be moved to the next applicable vacation entitlement in January of the following year if their accumulated service represents a change in vacation entitlement, 5 vacation days will be added to their accumulated vacation total.
- b. Employees with less than 1 year of service prior to December 31 shall earn a vacation entitlement in accordance with the Employment Standards Code.
- c. Employees with 1 to 7 years of service shall be entitled to 15 vacation days per year.
- d. Employees with 8 to 16 years of service shall be entitled to 20 vacation days per year.

- e. Employees with 17 to 24 years of service shall be entitled to 25 vacation days per year.
- f. Employees with 25 or more years of service shall be entitled to 30 vacation days per year.
- g. All permanent employees shall, at the option of the Employer, be allowed to accumulate their vacation to a maximum of 2 years vacation entitlement including the current year's entitlement provided that not more than 15 days of vacation shall be taken in the summer recess period.
- h. Commencing December 1 of each year, an employee that has accumulated in excess of thirty (30) days paid vacation, shall, at the employee's option, be paid out vacation credits in excess of thirty (30) paid vacation days.
- i. Five (5) extra days with pay shall be added to a permanent employee's annual vacation if, during the preceding calendar year, the employee has not been on leave of absence without pay for a period exceeding 2 consecutive working days and has not been absent from duty on account of sickness, disability or non-occupational accident. These bonus days will be added to the employee's normal vacation entitlement. This entitlement will be reduced by 1 day for each day absent for the aforementioned reasons.
- j. Notwithstanding 9.i, employees who take their vacation during the period when schools are in operation will be entitled to 1 extra day for each full week of vacation taken during this period. These additional days will be taken at the time they are earned.
- k. All employees shall take their vacation at the discretion of the supervisor. In exercising this discretion, subject to exceptional circumstances, the normal practice will be that where vacations are requested prior to March 31, priority for granting vacations in any trade shall be on a seniority basis. After March 31, the date of application shall be the prime factor in approving requests for vacation except when multiple requests for vacation in a trade originate on the same date, in which case seniority will apply.

10. PUBLIC HOLIDAYS

- a. All employees covered by the agreement shall, unless otherwise provided, be entitled to the following:

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

and any other public holiday proclaimed by the City of Edmonton or the Governments of Alberta or Canada. Permanent employees shall be entitled to pay for all such holidays. Casual and probationary employees will be entitled to such days which they are allowed by Employment Standards Regulations. In addition to the above, those employees scheduled to work December 24 and December 31 of each year will be entitled to a ½ day paid holiday on each of those days.

- b. In the event any of the holidays specified in 10.a above fall on a regular working day during the period of a permanent employee's annual vacation, 1 equivalent day or ½ day, as the case may be, shall be added to the employee's annual vacation for each day so occurring.
- c. If any of the public holidays outlined above fall on an employee's regular day off (including Saturday or Sunday) and equivalent day(s) in lieu thereof has not been proclaimed by the Employer, there shall be added to the employee's annual vacation allowance one day for each holiday so occurring.

11. LEAVES OF ABSENCE

- a. Leaves of absence without pay may be granted by the supervisor. No leave of absence shall be for a period of less than ½ day without consent of the supervisor. Except in emergent cases, employees requesting leave of absence shall be advised in writing of the decision regarding the request.
- b. Application for leave of absence must be made in writing at least 48 hours prior to the proposed leave. In emergent cases, this requirement will be waived provided that the appropriate supervisor is notified of the impending leave.
- c. Members of the Union who are duly elected or appointed to attend conventions or other Union business may, upon written application from the Union, be granted leave of absence with pay to be recovered from the Union.
- d. When employees, during regular working hours, attend a meeting between the Employer or its officials and the Union dealing with Union business, the employees shall suffer no loss of pay. The approval of the Employer will be required to attend such meetings if they occur during regular working hours.
- e. The Employer undertakes to grant leave with pay to employees who are required to be absent as a result of critical illness or death of near relatives or other persons. The granting of leave and number of days allowed shall be at the discretion of the Employer based on the specific circumstances of each request.
- f. *Family Illness Leave* - Leave of absence with pay shall be granted to an employee to a maximum of 3 working days per school year for the purpose of making arrangements for the care of an immediate family member, or caring for a family member or other persons who reside in the home of the employee.
- g. (i) An employee with one year of service shall be granted leave in accordance with clauses 11(g)(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 and must be completed within fifty-two (52) weeks of the birth or adoption of the child, provided that the employee supplies the employer with proof. 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 11.g.(vi), should any changes in salary rate or benefits occur during the leave, the employee shall be paid in accordance with the current collective agreement.
- (viii) The Employer 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.
- (ix) During the health-related portion of maternity leave, health insurance premiums are payable by the Employer as provided by this agreement.
- (x) Notwithstanding clause 11(g)(i-vi), an employee on maternity leave without salary may access sick leave entitlements as provided in clause 12.d., if satisfactory evidence of medical disability is provided to the Employer.
- (xi) Paternity Leave – An employee may be granted up to three (3) days leave with pay at the time of the birth of his child.
- (xii) Adoption Leave – An employee may be granted up to three (3) days leave with pay at the time of the initial home placement of an adopted child.

12. SICK LEAVE

- a. (i) Sick leave means the period of time an employee is absent from work with pay due to sickness, disability or accident not covered by Workers compensation or the district's disability insurance plan. Employees are entitled to draw upon sick leave benefits to the end of each pay period.

- (ii) Sick leave benefits as provided in this agreement will be discontinued when an employee becomes eligible for disability benefits as provided under the long term disability insurance plan.
 - (iii) Probationary employees appointed to permanent staff will, on the effective date of permanent appointment, be credited with all of the unused portion of sick leave which would have been granted a permanent employee under these provisions during the 12-month period immediately preceding appointment.
- b. Commencing from the date of appointment as a permanent employee, sick leave shall be allowed by the Employer at the employee's regular salary rate, as follows:
 - (i) Effective September 1, 2005 permanent employees shall be entitled to 20 working days of sick leave each year of service. Sick leave entitlement for partial years will be prorated.
 - (ii) Each employee shall accrue 100% of all unused sick leave to a maximum total accumulation of 175 working days.
 - (iii) Effective September 1, 2005, if, in a year of service, the total number of days of sick leave is in excess of 20, such excess shall be deducted from the total number of working days standing to the credit of the employee under 12.b(ii).
 - (iv) When an employee resigns from the Employer's employ without returning to work after any period of sickness or illness, sick leave will not be granted unless supported by a medical or dental practitioner's certificate.
- c.
 - (i) An employee on leave of absence without pay for a period in excess of 5 working days shall not be eligible for sick leave benefits or accrual of benefits for the period of that leave.
 - (ii) An apprentice on leave to receive training as required by the Apprenticeship Board will be eligible for sick leave benefits if that employee is required to withdraw from the training courses as a result of illness.
- d. Before any payment is made for sick leave, the employee may, at the discretion of the Employer, be required to provide:
 - (i) A certificate signed by a qualified medical or dental practitioner where the absence is for personal sickness for a period of 3 working days. The cost of the certificate shall be covered by the Employer.
 - (ii) In cases of long periods of sickness and in cases where leave of absence is requested which involves payment of salary under the provisions of these regulations, the Employer reserves the right to ask for a medical examination and investigation by a qualified medical practitioner before payment of salary for leave of absence is granted.
 - (iii) Where the sickness extends for a period of more than 1 month, the employee may, at the discretion of the Employer, be called upon to furnish a further medical certificate.

- e. If employees cannot perform their work as a result of illness suffered during the time of their employment with the Employer, they may be requested to undergo a medical examination at the expense of the Employer. If the results of the examination indicate that they cannot continue in their present position, employees will be eligible for sick leave benefits under clause 12.

- f. **Workers Compensation Board**

If a permanent employee is prevented from performing 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 employee by such an amount that the award of the Compensation Board for loss of wages, together with the supplement by the Employer, will equal full net salary on date of disability. The said supplementation shall not be payable to any employee's regular pension, nor will it be paid after the Compensation Board has certified that the employee is able to return to work, or has been awarded a permanent allowance for either partial or total disability. Neither will the Employer supplement be paid to an employee who has been recalled by the Workers Compensation Board for further treatment of an injury suffered by the employee before being employed by the Employer.

13. HOURS OF WORK

The regular working hours for employees covered by this agreement shall, unless otherwise provided, be from 8:00 a.m. to 4:30 p.m., with ½ hour off for lunch, Monday through Friday, being 8 hours per day and 40 hours per 5 day week. The Employer, after consultation with the Union shall be permitted to vary the hours and days of work for specific groups of employees provided that the general principle of a 40 hour week is not exceeded. Written communication will be provided to the Union for shift changes of more than 5 working days.

14. OVERTIME

- a. All scheduled work which is performed in excess of 8 hours per day outside the regular working hours shall be considered overtime. All overtime shall be paid at the rate of time and one-half on the basic rate and double time on the basic rate for statutory holidays. In the event overtime commences between 12:00 midnight and 8:00 a.m. of the following day, the overtime rate will cease at the commencement of the regular working day.
- b. A call-out is defined as work performed outside the normal working hours of which the employee was not advised during the regular duty hours. In the event that a call-out occurs more than 3 hours prior to the start of the employee's regular shift, the minimum amount paid will be the greater of 3 hours at double time (2X) or actual time worked at double time (2X) on the basic rate including a maximum of one hour traveling time. In the event that the employee is called to another facility or facilities, the employee will receive an additional hour at double time (2X) for each additional facility. Once an employee has returned home and is called out again, it shall be considered a separate call-out. Any call-out that occurs within 3 hours of the start of the employee's regular shift shall be paid in accordance with clause 14.a for those hours remaining prior to the start of the employee's regular shift. Any call-outs occurring on a statutory holiday will be paid at double time on the basic rate.

- c. As far as practical, the Employer agrees to distribute all overtime as equitably as possible.
- d. An employee may choose to take time off in lieu of overtime at the appropriate overtime rate of pay at a time mutually agreed upon between the employee and the Employer. Overtime accumulated and not taken prior to December 31 of each year shall be paid out. However, overtime accumulated in the month of December can be carried over to the following year.

15. SHIFT WORK

Employees working on any shift commencing between the hours of 1430 and 0800 shall be paid \$1.65 per hour effective September 1, 2006 differential over the basic or overtime rate. This will increase to \$1.80 per hour effective September 1, 2007 and \$1.88 per hour effective September 1, 2008. Shift differential shall be paid to an employee for the entire shift worked. This clause shall not apply to any amended shifts that have been mutually agreed upon between the Union and the Employer.

Increases to this bonus will be consistent with the date and amount of increases to the wages in clause 24.

16. SENIOR WORK

If an employee is temporarily appointed to a senior position, the employee will be notified in writing and will be paid at the higher rate of pay for the duration of the appointments.

17. ASSISTANT FOREMAN, ESTIMATORS, INSPECTORS, PLAYGROUND INSPECTOR, SENIOR FOREMAN, WORKING CHARGE HANDS

- (a) When a job is being performed involving 3 or more persons of the same trade and where, in the opinion of the Foreman, it is desirable, the senior person with ability on the job shall be designated as Working Charge Hand and shall be paid at the rate of \$1.20 per hour above the employee's regular rate of pay effective September 1, 2006. This will increase to \$1.30 per hour effective September 1, 2007 and \$1.36 per hour effective September 1, 2008. If the Union disagrees with the opinion of the Foreman, the matter may be taken up under the grievance procedure.
- (b) Employees who are designated as Estimators or Inspectors will receive the Working Charge Hand rate for the period they are so designated.
- (c) Employees who are designated as Senior Storesperson, Maintenance Worker Charge Hand and Dispatcher will receive the Working Charge Hand rate.
- (d) Staff at the Distribution Centre designated as Charge Hands will receive the Warehouse Receiver rate of pay plus the Working Charge Hand rate.
- (e) When the Foreman requires assistance with a large-scale project or projects, the Manager may on the recommendation of the Foreman appoint an employee as Assistant Foreman. Employees who are designated Assistant Foreman will be paid \$2.35 per hour effective September 1, 2006 over and above the rate of the highest paid tradesman that they co-ordinate. This will increase to \$2.50 per hour effective September 1, 2007 and \$2.61 per hour effective September 1, 2008.

- (f) When the Manager requires assistance, the Manager may appoint an existing Foreman as Senior Foreman. Employees who are designated Senior Foreman will be paid \$1.10 per hour over and above the rate of the highest paid Foreman assigned to them effective September 1, 2006. This will increase to \$1.20 per hour effective September 1, 2007 and \$1.25 per hour effective September 1, 2008.

Increases to these allowances will be consistent with the date and amount of increases to the wages in clause 24.

18. GROUP INSURANCE AND PENSION PLANS

- a. Employees' participation in group plans covering pension, hospitalisation, medical, life and disability shall be in accordance with the plans which are in force from time to time.

ALBERTA HEALTH CARE	Employer's contribution will be a cash amount equal to premiums in effect for the 2006-07, 2007-08, 2008-09, 2009-10 and 2010-11 years.
EXTENDED HEALTH CARE (PLAN 2)	Employer's contribution will be a cash amount equal to premiums in effect for the 2006-07, 2007-08, 2008-09, 2009-10 and 2010-11 years.
DENTAL CARE (PLAN 3)	Employer's contribution will be a cash amount equal to premiums in effect for the 2006-07, 2007-08, 2008-09, 2009-10 and 2010-11 years.
VISION/HEARING CARE (PLAN 3)	Employer's contribution will be a cash amount equal to premiums in effect for the 2006-07, 2007-08, 2008-09, 2009-10 and 2010-11 years.
LIFE/A.D.D. (PLAN 2A)	Employer's contribution shall be one hundred percent (100%).
EXTENDED DISABILITY INSURANCE (PLAN E)	Employer's contribution shall be zero percent (0%)

For the 2006-07 and 2007-08 school years, the Employer will pay fifty per cent (50%) of any surcharge levied by the Alberta School Employee Benefit Plan (or a plan with equivalent or better benefits provided by the Employer or at a cost equal to or less than ASEBP) except Life Insurance/A.D.D. where the Employer pays 100% of the cost, and Extended Disability Benefits where the Employer pays 100% of the cost.

Effective September 1, 2008, 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.

- b. The Employer's contributions towards the group insurance plans specified in 18.a will continue for those permanent employees who are attending a trade training school as part of their apprenticeship program.
- c. 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 upon the following formula.. The allowances will be increased each year by the average increase in employees' salaries. Retirement from Edmonton Public Schools' staff shall be in accordance with the pension plan in effect at the time of retirement.

EMPLOYEES RETIRING	SEPT 1, 2006	SEPT 1, 2007	SEPT 1, 2008
After 10 years of service	\$3,165	\$3,350	3,573
After 11 years of service	\$3,797	\$4,019	4,287
After 12 years of service	\$4,433	\$4,692	5004
After 13 years of service	\$5,066	\$5,362	5,719
After 14 years of service	\$5,701	\$6,034	6,436
After 15 years of service	\$6,336	\$6,707	7,153
After 16 years of service	\$6,647	\$7,036	7,504
After 17 years of service	\$6,960	\$7,367	7,856
After 18 years of service	\$7,274	\$7,700	8,212
After 19 years of service	\$7,585	\$8,029	8,563
After 20 years of service	\$7,899	\$8,361	8,917
After 21 years of service	\$8,218	\$8,699	9,278
After 22 years of service	\$8,540	\$9,040	9,642
After 23 years of service	\$8,861	\$9,379	10,003
After 24 years of service	\$9,185	\$9,722	10,369
After 25 years of service	\$9,507	\$10,063	10,733
For each additional year of service beyond 25 years, \$300 per year will be added to the retirement bonus. Effective September 1, 2008, \$314 per year will be added to the retirement bonus for each year of service beyond 25 years.			
Increases to this bonus will be consistent with the date and amount of increases to the wages in clause 24.			

19. SUB-CONTRACTING

The Employer agrees that:

- a. No work or services presently performed or hereafter assigned to the bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other plant, person, company, or non-union employee without the Shop concerned being given the opportunity to bid on the job. All work submitted for bid shall have appropriate specifications submitted to the Purchasing Department.
- b. Any repairs or installations for maintenance/projects to the buildings/schools and/or components of the buildings/schools estimated to cost \$2,500.00 or less shall be assigned to the bargaining unit.

Effective September 1, 2009, any repairs or installations for maintenance/projects to the buildings/schools and/or components of the buildings/schools estimated to cost \$3,000 or less shall be assigned to the bargaining unit.

Effective September 1, 2010, any repairs or installations for maintenance/projects to the buildings/schools and/or components of the buildings/schools estimated to cost \$3,500 or less shall be assigned to the bargaining unit.

- c. Notwithstanding, this clause will not apply to approved Work Experience Projects performed by pupils in the District. Students performing work under the Work Experience program may only be approved if the school where the work is being done has an approved curriculum covering this work. Other student special projects may be approved after prior consultation with the union.

20. IMPROVED EDUCATION

- a. The Employer will reimburse any employee for tuition fees paid in respect to a technical, vocational or correspondence course the employee has successfully completed, provided that the course pertains to improving the employee's knowledge of the employee's area of employment and the employee has obtained approval to take the course.
- b. If any employee takes an examination to qualify for or renew a certificate, the Employer will allow time off, without loss of wages, to write the examination and will pay the examination fee provided that the employee successfully passes the examination.
- c. At the option of the Employer, an employee may be required to refund any monies paid under this clause if the employee leaves the Employer's employ less than 6 months after completing the course

21. APPRENTICES

- a. If apprentices are appointed to any trade coming under the provisions of this agreement and are to be instructed in such trade, their instruction and other conditions of their employment shall be in conformity with the provisions of the Apprenticeship and Industry Training Act provided that the Employer may pay higher rates of pay than those minimum rates set out in the Act. Notwithstanding the above, if, upon application, an employee with at least 6 months service with the Employer is reclassified as an apprentice, the rate of salary at commencement of such service shall not be less than the rate of pay for a Maintenance Worker I with 6 months of service.
- b. An employee who is accepted as an apprentice shall be credited, upon completion of apprenticeship, with the number of years of apprenticeship served as seniority in that trade. While attending school as an apprentice, a permanent employee will receive their current apprentice pay and benefits in accordance with clause 21.a, subject to Employer approval. An employee who has benefited from this clause and leaves the services of the Employer voluntarily within two years of receipt of the payment will be required to pay back the full amount of pay received while attending school.
- c. An employee who is accepted as an apprentice shall be allowed to revert back to the employee's previous classification in the event that the apprenticeship position is suspended by the actions of the Employer.

22. GRIEVANCE PROCEDURE

- a. Should a dispute arise between the Employer and any employee(s) or the Union regarding the interpretation, intent or application of this agreement, an earnest effort will be made to resolve the dispute without any work stoppage.

Step 1: The aggrieved employee should discuss the complaint with that employee's immediate supervisor, with or without a representative of the Union present and, if this does not resolve the complaint, the employee may appeal to each subsequent level of supervision.

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 circumstances of the dispute, provide the Union with a written statement of the particulars and redress sought. If the Union supports the complaint, it shall, within 10 working days of receipt of the complaint, submit to the Superintendent of Schools a written grievance indicating any redress sought.

Step 3: The Superintendent of Schools shall have fifteen (15) working days to reply in writing following receipt of the grievance.

Step 4: The parties may mutually agree to non-binding mediation:

- (i) After receipt of the decision of the Superintendent of Schools, under Step 3 above, within ten (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.
- (ii) The Mediator shall be appointed by mutual agreement between the parties.
- (iii) 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.
- (iv) The expenses of the Mediator shall be equally borne by both parties.
- (v) 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 5: Failing satisfactory settlement under Step 3 and/or Step 4, the Union 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 Interpretations Committee to review the grievance.

Step 6: If the vote is not unanimous, the complaint shall not be upheld. The grieving party, within 10 working days after the Interpretations Committee has communicated its decision, shall have the right to request 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.

- b. The union, through its representatives, shall have the right to originate a complaint for an employee or group of employees and seek redress of such complaint with the Employer in the manner provided in the grievance procedure.
- c. The Employer shall have the right to originate its own complaint and seek redress of such complaint with the Union. The Superintendent of Schools will submit a written statement of the particulars of the complaint and proposed redress to the Union executive. The Superintendent of Schools and the Union Executive shall meet together within a period of 10 working days in an attempt to arrive at a satisfactory settlement of such complaint. The Union shall have 10 working days following such meeting within which to provide a written decision to the Superintendent of Schools. Failing satisfactory settlement, the Superintendent of Schools may, within 10 working days, request that the Interpretations Committee consider the complaint in accordance with Step 4 of the grievance procedure.
- d. Nothing in this clause shall prevent both parties from mutually agreeing, in writing, to extend the time limitations contained in the grievance procedure clauses; however, the time limits stipulated are mandatory failing mutual agreement to extend them. If the respondent fails to comply with the time limits, the grievance may be processed to the next step. If the grievor fails to comply with the time limits, the grievance shall be deemed to be at an end.

23. DURATION AND TERMINATION

- a. This agreement shall be in full force and effect as of September 1, 2006 and continue in full force and effect through August 31, 2011 and from year to year thereafter as hereinafter provided.
- b. Either party to the agreement desiring to amend or terminate this agreement on August 31 of any subsequent year shall give notice in writing to the other party not less than 60 days or more than 120 days prior to such anniversary date.
- c. If notice to negotiate, following any notice to terminate, has been given by either party prior to the 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.
- d. 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.

24. WAGES

Tradesmen

The following rates will be paid effective:	Sept 1/06	Sept 1/07	Jan 1/08	Mar 1/08	Sept 1/08
Asbestos Abater	\$20.37	\$20.82	\$21.66	\$22.66	\$24.26
Appliance & Refrigeration & Air-conditioning Mechanic	\$28.52	28.92	\$30.07	\$31.07	\$33.00
Appliance Service Technician	\$28.09	28.49	\$29.63	\$30.63	\$32.54
Carpenter	\$26.88	27.28	\$28.38	\$29.38	\$31.23
Carpet Layer	\$25.55	25.95	\$26.99	\$27.99	\$29.78
Cement Finisher	\$25.69	26.09	\$27.13	\$28.13	\$29.93
Communication Technician	\$28.52	28.92	\$30.07	\$31.07	\$33.00
Drapery and Blind Repair Mechanic	\$22.89	23.29	\$24.22	\$25.22	\$26.89
Electrician	\$28.52	28.92	\$30.07	\$31.07	\$33.00
Electronic Technician	\$28.52	28.92	\$30.07	\$31.07	\$33.00
Glazier	\$26.69	27.09	\$28.17	\$29.17	\$31.01
Instrument Mechanic	\$28.52	28.92	\$30.07	\$31.07	\$33.00
Insulator	\$23.88	24.28	\$25.25	\$26.25	\$27.96
Locksmith	\$26.88	27.28	\$28.38	\$29.38	\$31.23
Machinist/Millwright	\$28.62	\$29.02	\$30.18	\$31.18	\$33.12
Motor Mechanic	\$28.09	\$28.49	\$29.63	\$30.63	\$32.54
Musical Instrument Repair Technician	\$25.53	\$25.93	\$26.97	\$27.97	\$29.76
Painter	\$25.55	\$25.95	\$26.99	\$27.99	\$29.78
Painter (Sign)	\$26.86	\$27.26	\$28.35	\$29.35	\$31.20
Painter (Spray)	\$27.40	\$27.80	\$28.92	\$29.92	\$31.80
Plasterer	\$27.40	\$27.80	\$28.92	\$29.92	\$31.80
Plumber/Steamfitter/Gasfitter	\$28.32	\$28.72	\$29.87	\$30.87	\$32.79
Rofer	\$25.98	\$26.38	\$27.43	\$28.43	\$30.24
Security/Communication Technologist	\$27.35	\$27.75	\$28.86	\$29.86	\$31.74
Sheet Metal Worker	\$28.64	\$29.04	\$30.20	\$31.20	\$33.14
Small Engine Mechanic	\$22.89	\$23.29	\$24.22	\$25.22	\$26.89
Warehouse Receiver	\$20.37	\$20.82	21.66	\$22.66	\$24.26
Warehouse Worker	\$19.73	\$20.18	20.99	\$21.99	\$23.56
Welder	\$28.60	\$29.00	\$30.16	\$31.16	\$33.09

- a. (i) Each trade Foreman shall be paid \$3.75 per hour over and above the rate to the highest paid tradesman that the Foreman supervises effective September 1, 2006. This will increase to \$4.00 per hour September 1, 2007 and \$4.18 per hour effective September 1, 2008. Assistant Foremen and Foremen required to obtain building permits shall be paid an additional 10 cents per hour.
- (ii) Painters will only receive spray painter or sign painter salary rates when so employed.
- (iii) Where the Employer requires more than one trade certificate, the employee will be paid a bonus of 25 cents per hour. Effective September 1, 2008, the bonus will be 26 cents per hour.
- (iv) Staff required to operate a truck with air brakes and/or operators of front end loaders will be paid at:

Sept 1/06	Sept 1/07	Jan 1/08	Mar 1/08	Sept 1/08
\$21.01	\$21.46	\$22.32	\$23.32	\$24.95

b. **Maintenance Workers**

	Sept 1/06	Sept 1/07	Jan 1/08	Mar 1/08	Sept 1/08
MAINTENANCE WORKER I	\$13.31	\$13.76	\$14.31	\$15.31	\$16.58
<i>AFTER STAFF BECOME PERMANENT</i>	\$15.70	\$16.15	\$16.80	\$17.80	\$19.18
MAINTENANCE WORKER II	\$19.73	\$20.18	\$20.99	\$21.99	\$23.56
MAINTENANCE WORKER III	\$20.37	\$20.82	\$21.66	\$22.66	\$24.26

- (i) **Maintenance Worker I**
This category includes all new maintenance staff regardless of the duties they are required to perform except that Maintenance Workers I will be paid as Maintenance Workers II while driving trucks or tractors.

Maintenance Worker II

After 24 months of accumulated service, staff will be placed at the Maintenance Worker II level. At this level, incumbents perform semi-skilled work in a variety of assignments.

Maintenance Worker III

This is skilled work performed in a variety of assignments and/or work requiring the application of definable skills. Previous training and/or experience is required. Positions at this level are storesperson, dispatcher, tool crib attendant, maintenance worker charge hand, shipper/receiver, filter person and shop clerk.

- (ii) Non-trades Foremen shall be paid an hourly rate of :

Sept 1/06	Sept 1/07	Jan 1/08	Mar 1/08	Sept 1/08
\$28.90	\$29.30	\$30.47	\$31.47	\$33.42

- (iii) Non-trades Assistant Foremen shall be paid a rate of :

Sept 1/06	Sept 1/07	Jan 1/08	Mar 1/08	Sept 1/08
\$23.67	\$24.07	\$25.03	\$26.03	\$27.73

- (iv) Senior Storesperson shall be paid a rate of:

Sept 1/06	Sept 1/07	Jan 1/08	Mar 1/08	Sept 1/08
\$22.41	\$22.86	\$23.77	\$24.77	\$26.47

- (v) Effective September 1, 2007 Warehouse Foremen shall be paid an hourly rate of:

Sept 1/07	Jan 1/08	Mar 1/08	Sept 1/08
\$25.46	\$26.32	\$27.32	\$29.13

- c. (i) 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.
- (ii) The hourly wage rates paid will be calculated to the nearest one cent per hour.

Effective September 1, 2009 and 2010:

Wages shall be increased on September 1st of the years 2009 through 2010, by the Average Weekly Wage Earnings (AWWE*) index in Alberta from the previous calendar year, as specified below, e.g., the increase for September 1st (e.g. 2009) is calculated by comparing the average of earnings for Alberta from January 1st to December 31st of the previous year (e.g. 2008) to the average of earnings for Alberta from January 1st to December 31st of the immediate preceding year (e.g. 2007)

Accordingly the increases shall be as follows:

September 1, 2009	Average Weekly Wage Earnings Index increase in Alberta from previous calendar years (Jan – Dec 2008 over 2007)
September 1, 2010	Average Weekly Wage Index increases in Alberta from previous calendar year (Jan – Dec 2009 over 2008)

25. ADVANCE ON EXPENSES

- a. Employees covered by this agreement will be paid an Advance on Expenses if they are instructed by the foreman to use their vehicles to transport Employer tools, equipment and material for the purpose of Employer business.

Advance on Expenses will be:

Effective September 1, 2006	\$230.00 bi-weekly
Effective September 1, 2007	\$250.00 bi-weekly
Effective September 1, 2008	\$282.23 bi-weekly

Trailer And Equipment Towing:

Effective September 1, 2006	\$35.00 bi-weekly
Effective September 1, 2007	\$40.00 bi-weekly
Effective September 1, 2008	\$47.04 bi-weekly

Full-City Coverage:

Effective September 1, 2006	\$45.00 bi-weekly
Effective September 1, 2007	\$50.00 bi-weekly
Effective September 1, 2008	\$57.49 bi-weekly

Prior to the amendment of the Advance on Expenses category of any employee, the proposed change will be communicated in writing to that employee.

Increases to this advance on expenses will be consistent with the date and amount of increases to the wages in clause 24.

- b. An Advance on Expenses will be paid in arrears on the last day of each bi-weekly period as per clause 24(c)(i).
- c.
 - (i) A Floater Allowance may be approved for employees temporarily replacing other employees in receipt of an advance on expenses during their absence on vacations or illness. The rate of the Floater Allowance paid to the replacement will be at the same rate as the employee being replaced.
 - (ii) A flat rate of one hundred twenty dollars (\$120) per week may be approved for employees required to use their vehicles on behalf of the Employer for short periods of time or for special projects. The flat rate will apply for each period of one week or less.

Effective September 1, 2007, the flat rate will increase to one hundred twenty five dollars (\$125).

Effective September 1, 2008 the flat rate will increase to one hundred and thirty five dollars and eighty-nine cents (\$135.89).

Increases to this advance on expenses will be consistent with the date and amount of increases to the wages in clause 24.

- d. Advance on Expenses will continue to be paid to employees during periods of vacation. Advance on Expenses paid to those employees absent through illness, disability or accident whether or not covered by Workers Compensation will cease after a period of 30 calendar days.
- e. Employees in receipt of an Advance on Expenses who consider they are not in a proper category of allowance may apply for consideration and reclassification.

26. FOOTWEAR AND CLOTHING ALLOWANCE

The Employer shall reimburse permanent employees, upon proof of purchase, an amount of up to \$220.00 every 2 school years for the cost of CSA-approved safety footwear and work related clothing as determined by the employer. This amount will increase to \$271.78 September 1,

2008. Increases to this allowance will be consistent with the date and amount of increases to the wages in clause 24.

27. RESIDENT MAINTENANCE TRADESMAN

It is agreed by the parties to this agreement that in the event the Employer establishes positions of “Resident Tradesmen,” the following shall be the Terms of Reference for these positions.

a. Responsibilities

This position will be a secondment by the Maintenance Department to work in an individual school at the discretion of the Principal of that school for such time as the Principal shall require.

The person in this position will be responsible for the repair of interior architectural components of schools, manufacture of furniture and mill work and minor painting related to these tasks.

The responsibility shall not include maintenance of electric or mechanical systems in the school unless the person also has the trade qualifications of these areas.

b. Qualifications

This person will be employed within the Maintenance bargaining unit and will be selected by the Principal of the school in accordance with the procedures contained in the collective agreement and with the concurrence of the Maintenance Department. The person must have a trade certificate as a carpenter and may also possess similar certification in other trades.

c. Wages

The wage rates contained in the current collective agreement with CUPE Local 784 will apply to this position and the employee will receive the highest rate pertaining to the trade certification that the employee possesses.

Letter of Understanding

Employees who feel they are recipients of any form of harassment are encouraged to use the provisions of EPS Board Policy and Regulations ACA.BP and ACA.AR. Employees who wish to make a complaint are required to use the provision of Edmonton Public Schools Board Policy and Regulations.

Letter of Intent - Annual Discussion of Advances on Expenses and Footwear and Clothing Allowance

The parties agree to meet on an annual basis prior to December 31 of 2009 and 2010 to discuss any potential changes to the amounts specified in Clause 25, Advance on Expenses and Clause 26, Footwear and Clothing Allowance.

**CONSTRUCTION AND MAINTENANCE
EMPLOYEES CUPE UNION LOCAL 784**

B. Little

John Maule

Peter Moskaluk

Ed Lawson

Williamson

**BOARD OF TRUSTEES
EDMONTON SCHOOL DISTRICT NO. 7**

S. Schmidt

Ben Eslering

Ellen Ogilvy

P. Spilul

Signed this 15th day of May, 2008.