



**Calgary Board  
of Education**

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**Agreement**

**between**

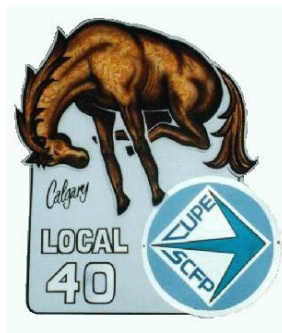
**The Board of Trustees  
of the  
Calgary Board of Education**

**and**

**The Canadian Union of Public Employees  
Local 40**

**September 1, 2015  
to  
August 31, 2017**

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**THIS AGREEMENT IS MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.**

**BETWEEN:** The Board of Trustees of the Calgary Board of Education of the Province of Alberta, in this Agreement called "the Board,"

**AND:** The Canadian Union of Public Employees, Local 40, in this Agreement called "the Union."

The Board and the Union agree as follows:

## **ARTICLE 1 - RELATIONS**

- 1 .01 It is the desire of both parties to this Agreement to maintain the existing harmonious relations between the Board and the Union, to promote cooperation and understanding between the Board and its employees, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, to encourage economy of operation and to promote the morale, well-being and security of all the employees included in the Bargaining Unit.
- 1 .02 The Board and the Union mutually agree that at no time shall either organization, or any of their officials show discrimination against any of the employees covered by this Agreement because of their connection with the Union, or on account of creed, colour, nationality, sex, sexual orientation, marital status, political belief, age or disability.
- 1 .03 The Board and the Union recognize the right of all employees to work in an environment free from harassment.
- 1 .04 The parties shall participate in a Labour-Management forum for the purposes of creating and maintaining positive relations and effective communication as well as addressing work-related issues not covered by this Collective Agreement. Each party shall have no more than four (4) participants attend meetings, unless specialized resources are required for specific issues and the other party is given prior notice of such. The Labour-Management forum shall meet a minimum of four (4) times per year.

Union representation shall be appointed by the Union Executive. The Union maintains their right to full recourse through the grievance procedure.

Minutes of the meetings shall be forwarded to all representatives to this forum in a timely fashion.

## **ARTICLE 2 - TERM OF AGREEMENT**

- 2.01 This Agreement shall be in full force and effect as of the 1<sup>st</sup> of September 2015 and shall continue in full force and effect through the 31st of August 2017 and from year to year thereafter, except as herein provided. However, changes can be made at any time by mutual consent.
- 2.02 Either party may terminate this Agreement on any anniversary date by notice, in writing, to the other party not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the anniversary date of this Agreement.
- 2.03 Either party wishing to amend this Agreement shall give notice in writing of such desire to the other party not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the anniversary date of this Agreement.
- 2.04 If notice to negotiate, following any notice to terminate has been given by either party prior to such termination, or if notice to amend has been given by either party, prior to termination, this Agreement shall remain in full force and effect during any period of negotiations until bargaining procedures under the Labour Relations Code have been completed. When such negotiations extend beyond the anniversary date, the Agreement shall be in full force and effect during this period of negotiations until bargaining procedures under the Labour Relations Code have been completed or a strike/lockout occurs.
- 2.05 During the life of this Agreement, or while either party is under notice, or while negotiations for a further Agreement are in progress, there shall be no strikes or stoppages of work on the part of the employees, nor any lockout on the part of the Board.

## **ARTICLE 3 - RECOGNITION**

- 3.01 The Board and the Union agree that this Agreement shall cover all employees as defined in Certificate No. 525-92 of the Alberta Labour Relations Board dated September 14, 1992.
- 3.02 Amendments made by the Alberta Labour Relations Board, or by their successor to the Certificate No. 525-92 regarding Bargaining Unit composition shall be honoured by both parties to this Agreement.
- 3.03 Where the words "he" or "his" occur, the interpretation includes "she" or "her".
- 3.04 The Union shall have the right at any time to have the assistance of the Canadian Union of Public Employees when dealing with or negotiating with the Board.

- 3.05 No employee shall be required or permitted to make any written or verbal agreement with the employer or the Union, which conflicts with the terms of this Collective Agreement.
- 3.06 Employees may take part in any Union activity, including grievance handling, on Board property, at work sites, or during working hours, only after having obtained permission from Management responsible for that respective department. It is agreed that permission of Management will not be unreasonably withheld.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.01 The right to control operations and to direct the work force is vested exclusively with Management, subject only to the restrictions provided in this Agreement.

#### **ARTICLE 5 - EMPLOYMENT**

##### 5.01 Definitions

- 5.01.1 Permanent employees are those who are included by the Certificate No. 525-92 and occupy a position permanently established by the Board and are subject to all other terms and conditions of this Agreement.
- 5.01.2 Probationary employees are those who, at commencement of employment with the Board, occupy a permanently established position for a period of six months. This probationary period may be extended upon mutual agreement of Management and the Union. Probationary employee's employment may be terminated at management's discretion at any time during the six-month probationary period.
- 5.01.3 Temporary employees are those who are employed by the Board to positions under the scope of this Agreement for a period not exceeding nine (9) consecutive months or such longer period of time as mutually agreed to by both parties on a case by case basis.

A temporary employee may be employed for:

- (a) a specific project, or
- (b) the purpose of filling a permanently established position which has temporarily become vacant as a result of the absence of a permanent employee, or
- (c) augmenting the permanent employee workforce to meet the requirements of the Board, as a result of increased workloads or other conditions that may create short term staffing shortages.

Hiring of a temporary employee is not intended for the purpose of a trial period for an individual being considered for a permanently established position.

- 5.01.4 Seasonally engaged staff are those who are employed by the Board during the spring and summer season to perform work that is related solely to the season.
- 5.01.5 Ten-month employees shall be probationary or permanent employees occupying positions designated by the Board as ten-month positions.
- 5.02 When an applicant is successful through the hiring process the position will be offered pending a satisfactory result from the pre-placement assessment which will be based on the job demands analysis.
- 5.03 All newly hired employees for permanent positions shall be considered as probationary until they have completed six (6) months continuous service.
- 5.04 Permanent Employees who during the course of employment with the Calgary Board of Education obtain a Fifth Class Engineers Certificate of Competency by independent means will be eligible to apply for Facility Operator positions. If an employee is the successful applicant for a position requiring a valid Fifth Class Engineering Certificate, they shall be reimbursed 100% (one hundred) percent of the cost of the Fifth Class Engineers Certificate course fees upon submission of an official receipt.
- 5.05 The duties of Facility Operators shall be established from time to time by Management. A copy of these duties, and all pertinent Calgary Board of Education Regulations, shall be available to the Facility Operators in each school as well as to the Union.
- 5.06.1 The parties recognize that from time to time it may be necessary to temporarily promote or second an employee to a position that is outside of the scope of the Union. The period of such temporary promotion or secondment shall not exceed nine (9) months, however this period of temporary promotion or secondment may be extended by the mutual agreement of Management and the Union. An employee, who is temporarily promoted or seconded to a position outside the scope of the Union, shall continue to accrue general and department seniority from the department in which they were last employed prior to accepting the position outside the scope of the union, for the entire temporary promotion or secondment period.
- Should the employee prove unsatisfactory, or choose not to remain in this position during this period, the employee shall revert to their former position, or its equivalent in pay, as soon as either becomes available.
- 5.06.2 During the period of temporary promotion or secondment outside the Bargaining Unit, the employee shall continue to pay Union dues as per Article 21. Further, it is understood that the employee will not be directly involved in the discipline of employees covered by this Collective Agreement.
- 5.06.3 The Board shall notify the Union, in writing and prior to placement, of situations where an employee is temporarily promoted or seconded. The Board shall notify the Union at the conclusion of any such temporary promotions or secondments.

- 5.07 Employees hired into Facility Operations, prior to January 1, 1994 and occupying either a Cleaner Full-Time or a Cleaner Part-Time position will continue to be paid according to the Hire/Job Basic Rates for Facility Operators or Housekeepers as per Appendix A.

## **ARTICLE 6 – PROMOTIONS, VACANCIES AND TRANSFERS**

- 6.01 Promotions and vacancies will be offered in the following order, provided the applicants have the required qualifications:
- (a) Current employees of the department, by department seniority,
  - (b) Employees with previous department seniority, by department seniority,
  - (c) Employees with general seniority, by general seniority.

The Employer reserves the right to access the qualifications on the basis of the submission of a resume and interview where necessary.

Preference shall be given to part time employees for full time entry positions provided the applicants have the required qualifications.

- 6.02 Within five (5) working days, unless mutually agreed otherwise, all vacancies for permanent positions (excluding entry level positions in high school/training facilities and Absence Relief positions) shall be posted electronically for eight (8) working days, excluding the months of July and August. All vacancies posted during the months of July and August shall be posted for eleven (11) working days.

- 6.02.1 Should a position not be filled after posting it in accordance with clause 6.02, it will be reposted electronically and will remain open until the first qualified applicant fills the position or the Calgary Board of Education closes the competition.

- 6.03 The employer will provide to the union a list of training facilities.

- 6.04 Upon satisfactory completion of the Part Time or Full Time Entry Level Training Program employees shall become eligible for posted positions pursuant to clause 6.01.

- 6.05 Employees will not normally be eligible to make application for vacancies within twelve (12) months of their transfer or promotion to their present position. Exceptions are vacancies arising from the creation of a new position or when the vacancy within the same school or facility is a promotion. Employees who obtain new qualifications during the twelve (12) month period referenced above may be eligible to apply on vacancies as a result of obtaining such qualifications provided the vacancy is a promotion.



- 6.06 All postings shall include information as to whether the facility currently follows a traditional school calendar, a modified school calendar, operates year round, is a training school, or is twinned with other facilities.
- 6.07 A copy of each posting for all vacancies referred to in Article 6 shall be forwarded to the CUPE Local 40 office to the attention of the Secretary of the Union at the same time as they are posted.
- 6.08 An employee who is promoted within a department or accepts a position in another department shall be on a trial period for six (6) months. If the employee proves unsatisfactory, or chooses not to remain in this position during this period, they shall revert to their former position, or its equivalent in pay, as soon as either becomes available.
- 6.09 The Board maintains the right to transfer Facility Operations employees from one school to another whenever such a change is deemed by Management to make for more effective cooperation or greater efficiency within the staff. Prior to transferring an employee, the Board shall discuss with the Union the circumstances for such a transfer and outline the reasons in writing.
- 6.10 The Union and the Board may mutually agree to transfer employees between departments for good and valid reasons, on a case by case basis.
- 6.11 A posting will not be required where a vacant position is filled as a result of the application of Clause 6.09 and/or 6.10.

## **ARTICLE 7 - RELOCATION, LAY OFF AND RECALL**

- 7.01 Employees who are relocated only because of closure of their location shall retain their regular salary when placed into another position of lower classification. Employees so affected shall be relocated at the Board's discretion to a position equivalent to their former position at the earliest possible opportunity without the use of the posting procedure.
- 7.02 The Board shall have the right to lay off employees for proper or sufficient cause. A reduction of ten (10) hours or more per week shall be considered a lay off. The Union shall receive written notice of any such lay-offs that occur under the provisions of this Article.
- 7.03 The Board shall endeavour to provide four (4) weeks' notice in writing to permanent employees laid off pending recall. However, in any event, permanent employees laid off pending recall shall be given three (3) weeks' notice in writing or three (3) weeks' pay in lieu of notice. The laid off employees shall maintain their current address and telephone number with Human Resources.
- 7.04 When lay-offs are necessary within a department, layoffs shall be on the basis of reverse department seniority provided the employee retained has the required qualifications to do the available work. The following shall constitute departments:

<b>Service Area</b>	<b>Department</b>
Facility Operations	Part-time Cleaners
	Full-time Cleaners
	Facility Operators
	Maintenance Technicians
Warehouse, Records Management and Mail Services	Warehouse and Stores
Central Facility Services	Grounds and Landscaping
	Distribution Services
	Locksmiths
	Building Maintenance Technicians
	Tool Crib
	Mechanics
	Welders

7.05 Employees who receive a lay-off notice will be placed on the recall list for a period of twelve (12) months from the date of lay-off and, in order of their general seniority, will be offered employment as follows:

Laid off employees on the recall list will be offered vacant continuous positions for which they possess the required qualifications and ability to do the work, at the same or lower hourly rate, at the same or fewer hours of work. If more than one vacant continuous position exists, the laid off employees, by order of general seniority, will be offered the vacant positions, for which the employee has the required qualifications and ability to do the work. If an employee accepts a continuous position, they are removed from the recall list. An employee may reject a continuous position and remain on the recall list.

Should no vacant continuous positions be available, laid off employees may be offered a temporary position, in order of general seniority, for which they possess the required qualifications and ability to do the work. If an employee accepts a temporary position, they are not removed from the recall list. An employee may reject a temporary position and remain on the recall list.

7.06 New employees will not be hired until all employees on the recall list who possess the qualifications and ability necessary for the work available have been offered the continuous position.

7.07 Employees on the recall list will continue to accrue general and department seniority for the period of time they remain on the recall list, and can bid on vacant positions for the period of time they remain on the recall list.

- 7.08 Employees subject to recall, as in Clause 7.05, shall be notified by registered letter, forwarded to the last known address, with a copy provided to the CUPE Local 40 office to the attention of the Secretary of the Union.
- 7.09 An employee so notified shall respond, in writing, within five (5) working days, of the intent to return to work. The written response should be sent as outlined in the recall letter of Clause 7.08.
- 7.10 Failure by an employee to report to work within ten (10) working days of receipt of the letter shall result in termination of employment.
- 7.11 Any employee who has not been recalled within one (1) year shall be regarded as terminated.

7.12 Layoff Allowance

- 7.12.1 Subject to the conditions specified, employees participating in LAPP who are laid off by the Board shall receive an allowance based on the following formula:

After 10 years' service: 1 months' salary  
After 15 years' service: 2 months' salary  
After 20 years' service: 3 months' salary

Payment of this allowance is subject to Article 7 - Layoff and Recall and is based on the following conditions:

- (a) the employee has remained on the recall list for one year from date of layoff and;
- (b) the employee has not refused reasonable alternate employment for which they are qualified, while on the recall list, offered by the employer; and
- (c) the allowance is based on the employee's salary as at the date of layoff

- 7.12.2 Subject to the conditions specified, employees not participating in LAPP who are laid off by the Board shall receive an allowance based on the following formula:

After five (5) years of service: two (2) weeks' salary at the rate of pay immediately prior to retirement;

After ten (10) years' service: three (3) months' salary, plus one (1) month's salary for each additional three (3) years of service beyond ten (10), to a maximum of six (6) months' salary.

Payment of this allowance is subject to Article 7 - Layoff and Recall and is based on the following conditions:

- (a) the employee has remained on the recall list for one year from date of layoff and;

- (b) the employee has not refused reasonable alternate employment for which they are qualified, while on the recall list, offered by the employer; and
- (c) the allowance is based on the employee's salary as at the date of layoff.

## **ARTICLE 8 - DISCIPLINE, SUSPENSION AND TERMINATION OF EMPLOYMENT**

- 8.01 The Board shall have the right to discipline, demote, suspend or discharge employees for proper or sufficient cause. The Union shall receive written notice of the discharge or discipline of any employee under the provisions of this Article.
- 8.02 Any employee who is to be disciplined must be notified by the Board of their right to Union representation, before such disciplinary action takes place.
- 8.03.1 Written reprimands or other disciplinary action shall remain on an employee's file for not less than six (6) months and not more than three (3) years, depending on the gravity (severity) of the infraction. Provided there have been no further written reprimands or other disciplinary actions of a similar nature during this period, the document will be removed from the employee's personnel file.
- 8.03.2 The Board shall state on each written reprimand or other disciplinary action the period for which it shall remain on the employee's personnel file and that employee and the Union shall be so notified.
- 8.03.3 An employee shall have supervised access to their personnel file and be notified whenever a disciplinary report is placed on their file. The employee may reply, in writing, to any such reports contained in their file. Such replies shall be removed at the same time as the report responded to is removed.
- 8.03.4 It shall be a shared responsibility between the Board, the Union and the employee to ensure that the written reprimand or other disciplinary action is removed from the employee's file. However, in no case shall the information contained in such be used against the employee past the removal date.
- 8.04 An employee covered by this Agreement may be dismissed for proper or sufficient cause whereupon the employee shall not be entitled to notice or pay. An employee who has been wrongfully dismissed, demoted or suspended and is later reinstated, shall be compensated in full for all lost regular wages, benefits and entitlements.
- 8.05 Whenever a permanent employee's services are terminated, except as provided for in Clause 8.04, the employee shall receive written notice of termination of employment of at least:
- (a) three (3) weeks, if the employee has been employed by the employer for less than four (4) years;
  - (b) five (5) weeks if the employee has been employed for four (4) years or more but less than six (6) years;

- (c) six (6) weeks if the employee has been employed for six (6) years or more but less than eight (8) years;
- (d) seven (7) weeks, if the employee has been employed for seven (7) years or more but less than ten (10) years, or;
- (e) nine (9) weeks if the employee has been employed for ten (10) years or more;

or a sum of money equal to the wages the employee would have earned if the employee had worked their regular hours of work for the period of notice applicable to the employee, or a combination of a portion of the notice of termination required together with the money that is at least equal to the wages an employee would have earned, if such employee had worked their regular hours of work for the period of notice applicable to the employee under this Clause, that is not given.

Notwithstanding the above, the weeks noted in this clause will be paid out to a laid off employee subject to Article 7 - Layoff and Recall and is based on the following conditions:

- 1) the employee has remained on the recall list for one year from the day of layoff;
- 2) the employee has not refused reasonable alternate employment for which they are qualified, while on the recall list, offered by the employer; and
- 3) the allowance is based on the employee's salary as at the date of layoff

8.06 All employees shall give two (2) weeks' notice in writing of resignation.

## **ARTICLE 9 - HOURS OF WORK**

9.01 The regular working hours for employees shall be forty-one and one-quarter (41¼) hours per week, eight and one-quarter (8¼) hours per day, all year except for the period specified in Clause 9.03. The basic rates of pay for these hours of work will be as specified in Appendix "A" of this Collective Agreement.

9.02 No employee shall be required to perform unpaid hours of work.

9.03.1 For eight (8) weeks, within the period commencing with the last week of June and ending at the end of the last week of the summer break, the regular hours of work for employees shall be thirty-three (33) hours per week, eight and one quarter (8¼) hours per day, for four consecutive days between Monday and Friday. Wherever possible, the eight (8) Mondays or Fridays off shall be consecutive.

9.03.2 For those employees in a school not operating under a traditional school calendar, the eight (8) days off can be taken at a time that is mutually agreed to by the employee and their supervisor. For the purpose of naming these days, they shall be referred to as "flex" days.

The intent of this Clause is to enable these days to be connected to weekends to provide for a longer break, unless mutually agreed otherwise. These days will not be unreasonably withheld.

9.03.3 It is not intended that this provision create additional accounting for new employees hired during the school year, or for those employees who leave the Board during the school year (i.e., those employees who terminate their employment with the Board during the school year shall not be reimbursed for the additional fifteen (15) minutes worked per day).

9.04 When schools are in session or otherwise being used, the lunch breaks shall be no shorter than one-half ( $\frac{1}{2}$ ) hour and no longer than one and one half-hour in duration.

During the spring break, the winter break, the months of July and August for traditional calendar schools, and during break periods for year round and modified calendar schools, the lunch period shall be one-half ( $\frac{1}{2}$ ) hour in duration.

9.05 Any shift commencing after 3:30 p.m., or prior to 6:45 a.m., shall be paid for at the rate of eight and one-quarter ( $8\frac{1}{4}$ ) hours pay for seven and one quarter ( $7\frac{1}{4}$ ) hours work. Employees shall be entitled to at least an eight (8) hour rest period between scheduled shifts or the employee shall be paid as per Clause 11.01.

9.06 Employees shall be entitled to two (2) fifteen (15) minute paid work breaks for each full day worked, one before the meal break and one after the meal break, times to be designated by Management.

Employees who are employed in a position with an F.T.E. of less than 1.0 shall receive one (1) fifteen (15) minute paid work break for each shift of three (3) to six (6) consecutive hours, and two (2) fifteen (15) minute paid work breaks for each shift of more than six (6) hours.

## **ARTICLE 10 - SALARIES**

10.01 Employees shall be paid in accordance with the salary schedule set out as Appendix "A" to this Agreement.

10.02.1 An employee who is designated to substitute in another position, for which they are qualified, shall receive the employee's regular rate of pay, or that of the position, whichever is greater. This clause does not apply to persons who are employed as absence relief.

Employees in cleaner positions who substitute in another position, for which they are not qualified, shall receive the rate of pay of the Non-ticketed Absence Relief. This Clause shall not be applicable to Absence Relief positions.

- 10.02.2 When a Storesperson from Warehouse and Stores Services Department is delegated to temporarily act as a Shipper/Receiver in a new school, the employee shall be paid the Shipper/Receiver's rate of pay for the period of delegation.
- 10.03 When an employee is temporarily assigned to a position paying a lower rate, the employee's rate shall not be reduced. In cases where the temporary assignment becomes permanent, or where the employee's position is classified downward, the employee's wages shall be red-circled at their previous rate of pay.
- 10.04 Pay day shall be every second Friday. With each pay day, employees shall receive a statement showing deductions and adjustments. If a pay day falls on a general holiday, then the pay day shall be the preceding Thursday.
- 10.05 An annual service award of three hundred dollars (\$300) shall be paid to permanent employees on staff as of December 1 of each year and who have been employed by the Board for a period of not less than fifteen (15) continuous years. This shall also apply to personnel on sick leave or Extended Disability.
- 10.06 Upon successful completion of a Fifth Class Engineer's Certificate of Competency, a Cleaner II shall be reclassified as a Cleaner III.
- 10.07 The Board and the Union agree that negotiations initiated by either party may be conducted during the life of the Agreement with respect to the classification of new or modified schools in the salary schedules.
- 10.08 New schools and modified schools scheduled to open during the life of this Agreement will be placed in the appropriate group when in operation. Schools which commence operations on a partial basis shall be staffed in accordance with need up to the rated full complement of the school. The Union will be informed regarding changes in group(s).
- 10.09 Classifications pertaining to departments as defined in Clause 22.03 shall be as set out in Appendix "A" and Appendix "B" of this Agreement and amended by the Board. Where discrepancies are evident between Appendix B and the official job description, as contained in each work area, the official job description shall prevail.
- 10.10 During the currency of this Agreement, pay rates for all newly created positions or for positions that are substantially changed, shall be subject to negotiations. If the pay rate is not resolved by negotiations, that matter shall be subject to grievance.

## ARTICLE 11 - OVERTIME

- 11 .01 Overtime shall be paid at the rate of one and one-half (1½) times the employee's regular rate of pay for the first two (2) hours worked each day, after, or before, the employee's normal daily working hours and at the rate of double the employee's regular rate of pay for each hour worked daily beyond the first two (2) hours.
- 11 .02 Two (2) times the employee's regular rate of pay shall be paid for all hours worked on the employee's second and consecutive subsequent days off. This does not apply to Saturdays during the months of July and August but includes general holidays, which fall on a Monday.
- 11.03 Compensation for overtime worked may be taken in the form of overtime pay or time off in lieu as specified in Clause 11.01. The method of compensation for overtime worked shall be mutually agreed to by the employee and management.
- 11.04 Overtime rates shall apply to part-time employees only after they have worked eight (8) hours per day or forty (40) hours per week, and/or for work performed on holidays or regular days off.
- 11.05 Facility Operators in schools with two or more full-time caretaking staff shall mutually agree on overtime duty. If they cannot agree, or if the Facility Operators have private engagements occurring during the overtime period, overtime shall be assigned to available volunteers from the volunteer "overtime list. "

When the employee agrees to an overtime assignment, they shall be responsible for locating a replacement worker should they not wish to work the prior agreed to overtime period within two (2) working days before the assignment was to begin. To facilitate this process, the employee shall have access to the volunteer "overtime list".

Requested changes made prior to the two (2) working days before the overtime was to begin shall continue to be the responsibility of Management.

Overtime shall be distributed as equitably as possible.

- 11.06 When, by reason of an emergency, an employee is called from home to work overtime of two (2) hours or less, the employee shall be paid (four) 4 hours pay at straight time rates. On emergency call outs of more than two (2) hours, all time worked shall be paid as set out as in clause 11.01 or 11.02, whichever is applicable.
- 11.07 Management will endeavour to provide twenty-four (24) hours' notice of overtime, which can be anticipated and scheduled in advance.
- 11.08 Cleaner I's will be permitted to work scheduled overtime in conjunction with a Facility Operator or Cleaner III.



## ARTICLE 12 - SICK LEAVE

12.01 An employee, upon commencement of employment for the first year in a permanent position, shall have access to two (2) days of sick leave for each full calendar month worked to a maximum of twenty-four (24) days. For the purpose of calculating sick leave, time on holidays, vacations and approved leaves of absence of four (4) weeks, or less, will be counted.

Upon return to regular duties following an absence due to illness, a permanent employee shall have access to any unused portion of their sick leave.

12.02 A permanent employee with more than one (1) year of service shall have access to ninety (90) calendar days of sick leave.

Upon return to regular duties following an absence due to illness, a permanent employee shall have access to ninety (90) calendar days of sick leave.

12.03 A permanent employee who has been absent due to illness for thirty (30) or more calendar days may be required to provide a completed Calgary Board of Education Return to Work certificate before returning to regular duties. This Return to Work Certificate shall verify that the employee is able to return to their position on a continuing basis in order to reinstate the ninety (90) calendar days of sick leave. Upon submission of a receipt for the cost of completing the certificate along with the completed Return to Work Certificate, the Calgary Board of Education shall pay an amount up to the maximum specified in the Alberta Medical Association guidelines.

12.04 After ninety (90) calendar days of continuous disability due to illness, no further salary shall be paid and upon approval of the carrier, the Extended Disability Plan shall take effect.

12.04.1 For employees who are covered by the Extended Disability Plan, sick days accrued to December 31, 1996 will be those paid in accordance with Clause 12.09.

12.05 Employees shall be eligible to receive sick leave provided that the illness of the employee which necessitates the absence of the employee is attested to, in writing, by a qualified medical practitioner (i.e. a registered physician, dentist or chiropractor) for the period of the employee's absence.

The Board may not require the attestation in the event an employee submits a signed declaration setting forth the nature of such personal illness and that the period of illness necessitating the employee's absence is five (5) working days or less.

12.06 A Calgary Board of Education Certificate of Illness completed by a qualified medical or dental practitioner is required by the Board for sick leave, where the absence is for a period in excess of five (5) working days. The information required on the completed Certificate of Illness shall include:

(a) that the employee has a medical condition which renders him/her unfit for work;

- (b) that he/she is under the care of a doctor and receiving and participating in all appropriate treatment for that condition;
- (c) whether the employee is capable of performing modified work;
- (d) the date when the doctor will reassess the employee's condition and/or the expected return to work date.

Upon submission of a receipt for the cost of completing the certificate along with the completed Certificate of Illness, the Calgary Board of Education shall pay an amount up to the maximum specified in the Alberta Medical Association guidelines.

12.07 A Rehabilitation Program shall be made available to employees to provide early intervention and proactive rehabilitation services. An employee who is absent from work due to illness/disability, and deemed to be an appropriate candidate by the Employee Health Resource Centre, in consultation with the employee's physician, shall participate in this rehabilitation program.

Notwithstanding the above, other employees who are absent from work due to illness/disability may volunteer to participate in this rehabilitation program, if approved by the Employee Health Resource Centre.

12.08 Employees shall be entitled to sick leave with pay for personal illness or for periods of quarantine as determined by Public Health authorities.

12.09 In the event of the death of an employee, accrued sick leave benefits shall be paid to a designated beneficiary. Where no beneficiary is designated by an employee, this benefit will be paid to the estate of the employee.

12.10 Where an employee on vacation becomes ill, or suffers an accident requiring a period of hospitalization and subsequent convalescence, sick leave may be substituted for vacation leave for the period of hospitalization and convalescence. Proof of illness, or accident, which would have prevented the employee from carrying out their regular duties, must be certified by the attending qualified medical practitioner.

12.11 When an employee is unable to work due to Extended Disability covered by the Group Benefit Plans referred to in Article 17, the employee will be considered as being on leave of absence without pay. No employee shall be terminated by reason of acceptance onto Extended Disability. Should an employee return to service from Extended Disability, they shall return to their former position or, if unavailable, to an equivalent position as soon as either becomes available.

12.12 An employee who obtains sick leave with pay by fraudulent means shall be subject to disciplinary action, up to and including termination of employment.

## ARTICLE 13 - LEAVE OF ABSENCE

### 13.01 Compassionate Leave

- 13.01 .1 Employees shall be granted leave of absence with respect to critical illness or death of a "near relative". For the purpose of this Agreement, the term "near relative" shall be defined as the following relationships to the employee or the employee's spouse (including common-law or same gender spouse as documented in the employee's record of service file with the Board): the spouse, (including the common-law or same gender spouse as documented in the employee's record of service file with the Board), grandparents, parents (including legal guardians); brothers, sisters, children (including legal wards), and their respective spouses; grandchildren and such other persons as the Superintendent of Human Resources, or their designate, may approve.
- 13.01 .2 On request, an employee shall be granted up to three (3) days leave of absence, with pay, in the event of a critical illness of a "near relative" and for the purpose of attending the "near relative". An additional two (2) days may be granted at the discretion of Management should the circumstances warrant extra time.
- 13.01 .3 On request, an employee shall be allowed a maximum of three (3) days leave of absence, with pay, upon the death of a "near relative". An additional two (2) days shall be granted if further time is required for travel purposes to attend the funeral/memorial service.
- 13.01.4 Employees may be granted, considering the efficiency and safety of the operation, time off without pay to attend the funeral of a co-worker.

### 13.02 Leave for Union Activities

- 13.02.1 The Calgary Board of Education shall grant a request for a leave of absence without pay and without loss of accumulated department and general seniority to an employee who is elected or appointed to a full time position with the Union, or other body with which the Union is affiliated. Request for such leave must be made, in writing, to the employee's immediate supervisor at least fifteen (15) working days prior to the date such leave is to take effect. Such leave shall be limited to the term of office or one (1) year, but shall, upon request, be extended from year to year. When an employee extends this leave of absence without permission of Management, the employee shall automatically forfeit employment. At the termination of the leave of absence, the employee shall be returned to a position of equal status and remuneration, provided such a position is available and shall be subject to seniority and lay-off provisions.

In cases where a temporary employee is employed to cover a leave of absence, as outlined in this clause, the provisions of clause 5.01.3 will not apply. The temporary employee employed to cover the leave of absence will be terminated on the return of the employee who was granted the leave.

- 13.02.2 During the leave granted as per Clause 13.02.1, the Union employee shall receive a salary and entitlements from the Board, as advised in writing by the Union. Unless notified otherwise in writing by the Union, the Union employee shall receive all entitlements as specified in the Collective Agreement. Issues arising during this leave, are not subject to the grievance procedures. The Union shall reimburse the Board for the full costs associated with the leave. There shall be no cost to the Board during the leave.
- 13.02.3 Leave of absence to a maximum of seven (7) consecutive working days shall be granted, upon written request and without pay or loss of department and general seniority, to employees elected or appointed to represent the Union. During such leave of absence employees shall be entitled to all benefits, including Local Authorities Pension Plan. The Union shall reimburse the employer for the full costs of wage/benefit continuation. Such leave of absence will be restricted to no more than one (1) employee from any one department or school at any one time, to a maximum of seven (7) employees in total.

Notwithstanding the mandatory provision of this clause, upon request by the union management may grant a leave of absence to one (1) additional employee from any one department or school at any one time, to a maximum of nine (9) employees in total. It is agreed that should the union make this additional request, it will not be unreasonably denied.

- 13.02.4 Time off with pay shall be provided, to a maximum of two (2) Union representatives, for the purpose of attending discussions applicable to grievances submitted by employees covered by this Agreement and for meetings called by Management. Such time off shall be exclusive of negotiations for new or revised Agreements and arbitration hearings. All time off must receive prior approval of Management.

### 13.03 General Leave of Absence

- 13.03.1 Employees may apply for a General Leave of absence without pay for up to a maximum of six (6) months. If leave granted is for longer than four (4) weeks, the period of leave shall not be credited for computation of sick leave or annual vacations and the maintenance of employee benefits shall be conditional upon the employee paying the full cost of such plans.

### 13.04 Education Leave

- 13.04.1 Leave of absence without pay for a period of up to one (1) year, may be granted to employees who request it for the purpose of upgrading their personal education.

### 13.05 Leave for Political Activities

- 13.05.1 An employee who is seeking office in a Federal, Provincial or Municipal election may apply to the Superintendent, Human Resources, in writing, seeking leave without pay and without loss of department and general seniority for political activity. Other than for reasons to satisfy operational requirements, the employee shall be entitled to leave for the official campaign period, up to and including the election day.

13.05.2 An employee who is elected shall be entitled to leave of absence, without pay, on the following terms:

- (a) Parliament of Canada - leave of absence while so elected.
- (b) Legislature of Alberta - leave of absence while so elected.
- (c) Municipal Council - leave of absence while so elected.

13.05.3 The employee shall inform the Superintendent, Human Resources, in writing, as early as possible of their intent to return to work. Upon expiry of leave, the employee shall return to an equivalent position to that held prior to leave.

### 13.06 General Health Leave

13.06.1 An employee may be granted a general health leave, without pay, for up to a period of one (1) year. A medical certificate shall be requested by the Employee Health Resource Centre in support of an application for, or return from, a leave of this nature.

13.06.2 An employee who is declared fit to return to work from general health leave, as determined by the Employee Health Resource Centre, in consultation with the employee's physician, shall be returned to their former position or, if unavailable, to an equivalent position.

13.06.3 When leave of absence without pay has been granted under this Clause, the maintenance of benefits shall be conditional upon the employee paying, in advance, the full cost of such benefits. The period of leave shall not be credited for computation of sick leave or annual vacation. General and department seniority will continue during the period of general health leave.

### 13.07 Graduation and Convocation Leave

13.07.1 Leave shall be granted to an employee by their supervisor to attend the employee's or the employee's spouse/child's/grandchild's postsecondary convocation or high school graduation where the ceremony takes place during the employee's regularly scheduled workday.

Leave with pay shall be granted each year (September 1 to August 31) up to a maximum of:

- (a) one paid day for the attendance of a post-secondary convocation;
- (b) one paid day for attendance of a high school graduation.

For the purpose of this Article, "post-secondary convocation" shall refer to convocation from a program of at least 2 years' duration.

- 13.07.2 Leave with pay may be granted to an employee by their supervisor to write an examination which is written for the purpose of increasing academic or professional qualifications.
- 13.08 Jury Leave/Leave for Court Appearances
- 13.08.1 A leave of absence with pay will be granted to an employee to attend court for the purpose of jury duty, or subpoenaed as a witness, or required to attend an inquest. Any compensation received for performing jury, witness or inquest duties (less actual expenses) will be reimbursed by the employee to the Calgary Board of Education.
- 13.09 Personal Leave
- 13.09.1 Upon written application with at least ten (10) working days' notice, employees shall be granted two (2) paid personal leave days per calendar year. This mandatory notice is a requirement unless emergent circumstances beyond the employees' control prevent such notice. Employees and their supervisor shall discuss the timing of the leave and it shall be scheduled at a time that meets operational needs.

Personal leave shall not be carried over into the following calendar year.

## **ARTICLE 14 - PARENTAL LEAVE OF ABSENCE**

- 14.01 Maternity Leave
- 14.01.1 An employee's position will be held for the employee for a maximum of twelve (12) continuous months when the employee takes Maternity Leave, Adoption Leave or Extended Parental Leave.
- 14.01.2 Upon request, an employee who has successfully completed their probationary period (minimum six (6) months) shall be entitled to maternity leave of absence for a period of up to six (6) months commencing no later than the date of the birth of the employees' child. Maternity leave may be comprised of health-related and non-health-related periods.
- 14.01.3 An employee shall give the Board at least one (1) month's written notice of her intention to take a maternity leave. Such notice shall be accompanied by a medical certificate indicating that the employee is pregnant and giving the estimated date of birth.
- 14.01.4 A maternity leave shall commence on the date on which the employee is unable to work as a consequence of her pregnancy. The maternity leave in no case shall extend beyond six (6) months from the date of birth. Parental leave may be available pursuant to article 14.03.

- 14.01.5 Notwithstanding clause 14.01.2 an employee may take up to twelve (12) weeks of maternity leave prior to the estimated date of birth. This period of leave will be deducted from the period of maternity leave that would otherwise be available after the birth.
- 14.01.6 Should an employee wish to continue participation in the benefit plans during maternity leave provided pursuant to clause 14.01.2, the premiums shall continue to be shared between the Board and the employee pursuant to Article 17 and 18 of this Agreement. Notice of the employee's intention to continue participation in the benefit plans must be provided to the Board at the same time the maternity leave is requested.
- 14.01.7 Upon expiration of the leave provided pursuant to clause 14.01.2, the employee shall be reinstated in the position she occupied at the time maternity leave commenced, or be provided with alternative work of a comparable nature, at no less than the salary and other benefits that were applicable at the time the maternity leave commenced.
- 14.01.8 During the health-related period of maternity leave, the employee shall accumulate sick leave and vacation time as per clauses 12.01, 16.01.1 and 16.07 and increment entitlements as per Article 10. During the non-health-related period of maternity leave, an employee shall not accumulate experience toward the granting of increments and shall be ineligible for sick leave accumulation or allowance, promotion or vacation entitlement.
- 14.01.9 An employee shall receive Supplementary Employment Benefits which, when combined with Employment Insurance Benefits, are equivalent to 100% of salary. The payment of such benefits shall commence on the date of birth of the employee's child and will continue during the health related portion of the maternity leave subject to clauses 14.01.10, 14.01.11 and 14.01.12.
- 14.01.10 Supplementary Employment Benefits will be paid without medical documentation other than that required pursuant to clause 14.01.3 for a period up to eight (8) weeks following the date of birth of the employee's child provided the employee is otherwise eligible to receive sick leave benefits.
- 14.01.11 Continuation of Supplementary Employment Benefits beyond eight (8) weeks following the date of birth shall require a medical certificate pursuant to clause 12.06 of this agreement.
- 14.01.12 Supplementary Employment Benefits shall be paid during the period in which the employee is in receipt of Employment Insurance Benefits and shall include full salary during any waiting period up to three (3) weeks prior to receipt of such benefits.
- 14.02 Adoption Leave
- 14.02.1 An employee's position will be held for the employee for a maximum of twelve (12) continuous months when the employee takes Maternity Leave, Adoption Leave or Extended Parental Leave.

- 14.02.2 Upon request, an employee who has successfully completed their probationary period (minimum six (6) months) shall be entitled to adoption leave without pay for a period of up to six (6) months commencing on the date the child is placed with the employee for the purpose of adoption.
- 14.02.3 An employee shall provide the Board, in writing, with as much notice as possible of the employee's intention to access adoption leave. In any event, the employee shall advise the Board, in writing, at least one (1) month prior to the date that the employee will commence adoption leave, unless the date of the child's placement with the employee was not foreseeable. If the employee cannot comply with the written notice requirement, the employee must give the Board written notice at the earliest possible date that the employee will start or has started adoption leave.
- 14.02.4 Should an employee wish to continue participation in the benefit plans during adoption leave, granted pursuant to clause 14.02.3, the premiums shall continue to be shared between the Board and the employee pursuant to Article 17 and 18 of this agreement. Notice of the employee's intention to continue participation in the benefit plans must be provided to the Board at the same time the adoption leave is requested.
- 14.02.5 Upon expiration of adoption leave granted pursuant to clause 14.02.2, an employee shall be reinstated in the position occupied at the time adoption leave commenced, or be provided with alternative work of a comparable nature, at not less than the salary and other benefits that were applicable at the time adoption leave commenced.
- 14.02.6 During the period of adoption leave, an employee shall not accumulate sick leave, allowance, promotion, vacation or increment entitlement.
- 14.02.7 A probationary or permanent employee may be granted up to a maximum of three (3) days with pay for the purpose of completing necessary documentation and requirements relating to the adoption and custody of a child.
- 14.03 Parental Leave
- 14.03.1 An employee's position will be held for the employee for a maximum of twelve (12) continuous months when the employee takes Maternity Leave, Adoption Leave or Extended Parental Leave.
- 14.03.2 Upon request, an employee who has successfully completed their probationary period (minimum six (6) months) shall be provided parental leave without pay as an extension to maternity leave or adoption leave. The extended parental leave, maternity leave and/or adoption leave shall not exceed the balance of the work year in which the extended parental leave commences plus the following work year.
- 14.03.3 An employee who has not accessed maternity leave or adoption leave who has successfully completed their probationary period (minimum six (6) months) is entitled to a parental leave without pay of up to thirty-seven (37) weeks within fifty-two (52) week period after the birth of the employee's child or after a child has been placed with the employee for the purpose of adoption.



- 14.03.4 Where both parents are permanent employees of the Board and covered by this agreement, either or both parents may take the parental leave.
- 14.03.5 The employee shall provide the Board with at least one (1) month written notice prior to the requested parental leave.
- 14.03.6 The expiry date of parental leave in excess of thirty-seven (37) weeks will coincide with the commencement of the applicable work year unless some other date is agreed between the employee and the Board.
- 14.03.7 Parental leave shall be at no cost to the Board.
- 14.03.8 While on parental leave of absence, an employee may access the Board's benefit plans at no cost to the Board.
- 14.03.9 Upon expiration of a parental leave, the employee shall be reinstated in the position occupied at the time the leave commenced or be provided with alternative work of a comparable nature, at not less than the salary and other benefits that were applicable at the time leave commenced.
- 14.03.10 During the period of parental leave, an employee shall not accumulate sick leave, allowance, promotion, vacation or increment entitlement.
- 14.03.11 For births or adoptions occurring during the summer break, and for which no maternity leave or adoption leave is taken, parental leave may commence on the first day of the next work year.
- 14.04 Return to Duties Following Maternity, Adoption and Parental Leaves
- 14.04.1 An employee, scheduled to return to duties following a maternity, adoption or parental leave of absence shall notify the Superintendent, Human Resources or delegated authority in writing at least thirty (30) calendar days prior to the scheduled end of the leave, confirming the employee's decision to return to duties.
- 14.04.2 Upon request, an employee on maternity leave may return to duties before the expiration of six (6) weeks following the birth of the employee's child, providing the employee submits a medical certificate indicating that the employee is fit to return to work and providing that a suitable position is available.
- 14.04.3 Subject to clause 14.04.2, upon request, an employee may return to duties prior to the scheduled expiration of maternity, adoption and/or parental leave of absence of fewer than thirty-seven (37) weeks in duration by providing notice in writing at least thirty (30) calendar days in advance of the return date.
- 14.04.4 Upon request, an employee may return to duties prior to the scheduled expiration of maternity, adoption and/or parental leave of absence in excess of thirty-seven (37) weeks by submitting notice in writing at least thirty (30) calendar days in advance of the return date and providing a suitable position is available.

- 14.04.5 An employee who does not wish to resume employment following the scheduled maternity, adoption or parental leave must give at least thirty (30) calendar days' written notice to terminate their employment.
- 14.05 Paternity Leave
- 14.05.1 A probationary or permanent employee shall be granted up to two (2) days paternity leave with pay at the time of the birth of his child.

## **ARTICLE 15 - GENERAL HOLIDAYS**

- 15.01 Employees shall be entitled to the following holidays: New Year's Day, Family Day (third Monday in February), Good Friday, Easter Monday, except when schools are in session, in which case Easter Monday will be replaced by the Monday of Spring Break, Victoria Day, Canada Day, Civic Holiday (first Monday in August), Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other general public holidays proclaimed by the City of Calgary, the Government of Alberta or the Government of Canada, and which are observed generally within the applicable government jurisdiction, except when replacing any holiday named previously in which case only the lieu holiday shall be recognized.
- 15.02 When the holidays designated in Clause 15.01 fall on an employee's day off and such day is not worked, the employee shall be granted a day off with regular pay in lieu of the holiday on the following working day if the schools are not in session or a day shall be granted prior to or added to the annual vacation if they are in session. A day granted prior to the annual vacation shall be subject to mutual agreement between the Board and the Union as to the date granted.
- 15.03 An employee shall receive holidays designated in Clause 15.01 with pay at the regular rate. Any employee required to work on a holiday occurring during the employee's regular work week shall receive regular pay plus overtime for any hours worked.
- 15.04 Employees who work on the day of Stampede Parade, Christmas Eve or New Year's Eve, shall receive four (4) hours off, with pay or such lesser time as scheduled to work provided that the day is a regularly scheduled work day.
- 15.05 The Board and the Union may enter into agreements for the exchange of days at straight time pay for the purpose of extending time off in conjunction with general holidays or for creating extended week-ends. Each such agreement shall pertain to a specific circumstance.

## **ARTICLE 16 - ANNUAL VACATION**

16.01.1 Annual vacations, with pay, shall be based upon full years of continuous service prior to an employee's vacation entitlement date on the basis of the following schedule:

After one (1) year	15 working days (120 hours)
After five (5) years	20 working days (160 hours)
After sixteen (16) years	25 working days (200 hours)
After twenty-five (25) years	30 working days (240 hours)

16.01.2 The vacation entitlement date for employees shall be the employee's general seniority date.

16.02 Employees absent from work as a result of a WCB claim will have their vacation accumulation discontinued after a period of nine (9) continuous months.

Vacation accumulation will be discontinued nine (9) months from the 1<sup>st</sup> day of the month following the date of the WCB claim. Vacation accumulation will be reactivated on the 1<sup>st</sup> day of the month following the employees' return to work.

An absence related to a WCB claim that does not exceed nine (9) months will not be subject to a discontinuance of vacation accumulation.

16.03 Five (5) days (40 hours) of annual vacation may be carried over to the following year if an employee is qualified for a vacation of at least fifteen (15) days (120 hours). This Clause is limited to a maximum of five percent (5%) of employees in the Bargaining Unit.

16.04 Any employee terminating employment at any time in the employee's vacation year, before the employee has had vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

16.05 Employees shall be entitled to use earned vacation on a year round basis. Every effort shall be made to allow vacations when requested by employees, after having first considered the efficient operation of a department. Employees will be asked to indicate their preference for vacation time by March 15 of each year in order to establish an annual vacation schedule.

16.06 While on annual vacation, an employee is entitled to the leave provisions of Clauses 13.01.2 and 13.01.3.

## **ARTICLE 17 - GROUP BENEFIT PLANS**

17.01 The Group Benefit Plans refer to life insurance, accidental death and dismemberment, supplementary health benefits, (hospitalization and major medical and vision care), dental benefits and Extended Disability insurance as outlined in the applicable group insurance policies.

17.02 Participation in the Group Benefit Plans shall be a condition of employment for all employees who commence permanent full-time employment and for all part-time employees who are employed in permanent positions of fifteen (15) hours per week or more. Employees who work fewer than fifteen (15) hours per week are not eligible to participate in Group Benefits Plans. Continued participation in the Plans is compulsory for those who had an option and elected to participate in the Group Benefit Plans.

17.03 Effective March 1, 2009, the cost sharing of the Group Benefit Plans between the Board and the employees shall be:

	BOARD	EMPLOYEE
Life and Accidental Death and Dismemberment	100%	---
Supplementary Health Benefit	100%	---
Dental	100%	---
Extended Disability	---	100%

17.04 The Board will administer the Plans in consultation with the Union through the Health and Wellness Committee.

17.05 Health Spending Account

Effective January 1 of each year, the Board will contribute to the Health Spending Account an annual amount of eight hundred (\$800) dollars for each eligible employee covered by this agreement who are on payroll as at the first working day of the year. Eligible employees will be actively at work, on maternity leave, on paid sick leave, on Workers' Compensation or extended disability.

Contribution to the Health Spending Account will be pro-rated for employees who occupy a position less than one full time equivalent (1.0 FTE) covered by this agreement who are on payroll as at the first working day of each calendar year.

The unused balance in an employee's Health Spending Account will be carried forward to the extent permitted by law. Employees leaving the Board will forfeit any remaining balance in their Health Spending Account.

17.05.1 An employee hired after the first working day in the calendar year, will be eligible for the Health Spending Account on the first calendar day of the month following their date of hire. The contribution on the first calendar day of the month following the date of hire will be as follows for a full time employee:

Month of Hire	Contribution Amount	Contribution Date
January	\$733	February 1 <sup>st</sup>
February	\$667	March 1 <sup>st</sup>

Month of Hire	Contribution Amount	Contribution Date
March	\$600	April 1 <sup>st</sup>
April	\$533	May 1 <sup>st</sup>
May	\$467	June 1 <sup>st</sup>
June	\$400	July 1 <sup>st</sup>
July	\$333	August 1 <sup>st</sup>
August	\$267	September 1 <sup>st</sup>
September	\$200	October 1 <sup>st</sup>
October	\$133	November 1 <sup>st</sup>
November	\$67	December 1 <sup>st</sup>
December	\$800	January 1 <sup>st</sup>

## **ARTICLE 18 - ALBERTA HEALTH CARE INSURANCE**

18.01 The Board shall contribute one hundred percent (100%) of the cost of the applicable premium to the Alberta Health Care Insurance Plan for all permanent employees.

## **ARTICLE 19 - SUPPLEMENT TO THE WORKERS' COMPENSATION BOARD**

19.01 If a permanent or probationary employee is prevented from performing the employee's regular work with the "Board" on account of an occupational accident occurring in the performance of the employee's duties with the "Board", that is recognized by The Workers' Compensation Board as compensable within the meaning of The Workers' Compensation Act, the "Board" will supplement the award made by The Workers' Compensation Board for loss of wages to the employee by an amount which, when added to the award, will equal 100% of the employee's net wage (gross minus Canada Pension Plan (CPP), Employment Insurance (EI) and all other statutory deductions). This supplement shall be paid by the "Board" while the employee receives compensation from The Workers' Compensation Board, or until the employee is placed on a permanent disability pension (if accident was prior to January 1, 1995) or an Economic Loss Payment is established (if accident was January 1, 1995 or later) by The Workers' Compensation Board, or until the employee reaches age 65 or retirement age, whichever comes first.

## **ARTICLE 20 - PENSION PLAN**

20.01 The Local Authorities Pension Plan is applicable to employees covered by this Agreement. Participation in the Plan shall be in accordance with the Local Authorities Pension Plan Act and its Regulations.

20.02 All employees employed for thirty (30) hours or more per week shall become and remain members of the Local Authorities Pension Plan. The Board and the employees shall continue contributions towards the Local Authorities Pension Plan at all times in accordance with the Local Authorities Pension Plan Act.

- 20.03 Participation in the Local Authorities Pension Plan will be optional for those employees who work less than thirty (30) hours per week but not less than fifteen (15) hours per week. Maintenance of membership in the Local Authorities Pension Plan shall be a condition of employment for all those employees who opt to participate in the plan.
- 20.04 Employees not participating in the Local Authorities Pension Plan shall receive a retirement allowance upon retiring (minimum age 55) on the basis of the following formula:
- After five (5) years of service - two (2) weeks' salary at the rate of pay immediately prior to retirement;
- After ten (10) years of service - three (3) months' salary at the rate of pay immediately prior to retirement, plus one (1) month's salary for each additional three (3) years beyond ten (10), to maximum of six (6) months' pay.
- 20.05 Employees who participate and who retire at any time in accordance with the Local Authorities Pension Plan Regulations (minimum age 55 with no less than five (5) years of pensionable service) shall receive a retirement allowance based upon the following formula:
- After 10 years' service - 1 months' salary  
After 15 years' service - 2 months' salary  
After 20 years' service - 3 months' salary

## **ARTICLE 21 - UNION DUES**

- 21.01 Union dues and special monthly Union fees as set by the Union and applicable to all employees covered by this Agreement shall be deducted on a pay period basis. All dues shall be forwarded to the Union no later than the fifteenth (15<sup>th</sup>) of each month, following the month for which the fees have been deducted.
- Should the Union change the Union dues or the special monthly fees, the Union will notify the Board in writing sixty (60) days prior to the first of the month in which the dues and/or fees are to be effective.
- 21.02 The full monthly deduction for regular dues and special fees will apply in the month that an employee commences or terminates employment.
- 21.03 For employees taking leaves of absence without pay exceeding four (4) or more continuous weeks, Union dues will be deducted in advance of their taking leave.
- 21.04 All temporary employees will be required to pay appropriate Union dues.

21.05 The Board will report the yearly amount of union dues paid by each employee on the employee's T-4 slip or any other legal reporting requirement which replaces the requirement to report dues remitted on a T-4 slip in the future.

**ARTICLE 22 - SENIORITY**

22.01 .1 General seniority shall be calculated from the first day of continuous present employment in a permanent position or positions.

22.01 .2 Department seniority is calculated from the first day a permanent employee works in a department and will consist of all time worked in that department. Where a permanent employee who has accumulated department seniority in a department named in Clause 22.03 transfers out of and, subsequently, back into that department, the employee's seniority shall include all prior employment in that department.

22.02 A departmental seniority list effective January 1, shall be provided to the Union on or before January 31.

22.02.1 The Board will provide the Union with a list of all employees in the bargaining unit. The list will include each person's name, job classification, employee number, home mailing address, and home telephone number. The list will also indicate the employment status (such as full time, part time or temporary) and if the employee is on a leave of absence. The list shall be provided twice a year on or before January 31 and July 31.

22.03 For the purpose of this Article, the following shall constitute departments:

Service Area	Department
Facility Operations	Part-time Cleaners
	Full-time Cleaners
	Facility Operators
	Maintenance Technicians
Warehouse, Records Management and Mail Services	Warehouse and Stores
Central Facility Services	Grounds and Landscaping
	Distribution Services
	Locksmiths
	Building Maintenance Technicians
	Tool Crib
	Mechanics
	Welders

## ARTICLE 23 - GRIEVANCE PROCEDURE

- 23.01 In the event of any grievance pertaining to the provisions of this Agreement, the Union may discuss the concern(s) with the applicable manager/supervisor. The grievance will not be considered by applicable Management unless it is presented to the manager/supervisor concerned, in writing, within twenty (20) working days of the occurrence of the grievance or when the employee(s) reasonably became aware of the occurrence. A copy shall be forwarded to the designated HR Advisor. The applicable manager/supervisor shall convene a grievance meeting within ten (10) working days of receipt of the written grievance. A written response will be provided within five (5) working days of the meeting.
- 23.02 Failing satisfactory settlement in Clause 23.01, the grievance may be referred to the Director of the applicable Department, or their delegated authority. Such referral must occur in writing and within ten (10) working days following receipt of the decision of the manager/supervisor. The Director shall convene a grievance meeting within ten (10) working days of receipt of the written grievance. A written response will be provided within five (5) working days of the meeting.
- 23.03 Failing satisfactory settlement in Clause 23.02, the Union may refer the grievance to the Superintendent of the Service Unit, or their delegated authority. Such referral must occur in writing and within ten (10) working days following receipt of the decision by the Director. The Superintendent of the Service Unit shall convene a grievance meeting within ten (10) working days of receipt of the written grievance. A written response will be provided within five (5) working days of the meeting.
- 23.04 Failing satisfactory settlement in Clause 23.03, the Union may request, within twenty (20) working days following receipt of the decision from the Superintendent of the Service Unit, that the grievance be submitted to arbitration under the appropriate provisions of the Labour Relations Code. Such requests are to be forwarded to the designated HR Advisor. The Board and the Union may mutually agree to the establishment of a three (3) person Arbitration Board under the appropriate provisions of the Labour Relations Code.
- 23.05 The Union Grievance Committee, or its representatives, shall be allowed a reasonable length of time, without pay, during working hours in which to investigate or settle grievances, but in no case shall any member of the Committee permit these functions to interfere with the employee's prescribed duties. All time off must receive prior approval of Management and shall not be withheld unjustly where Management is informed of the nature of the issue being investigated or settled.
- 23.06 Policy Grievance
- (a) A policy grievance is a dispute between the Board and the Union which, due to its nature, is not properly the subject of an individual grievance.
  - (b) Where the Union, by way of a policy grievance signed by the President of the Union, seeks to enforce a matter that is alleged to arise out of this Collective Agreement, such a policy grievance shall be initiated at the Director Level in accordance with Clause 23.02 of the grievance procedure.



23.07 Should the Union fail to process the grievance within the time limits established in this Article, the Grievance shall be considered to be abandoned unless the Parties have mutually agreed in writing to extend the time limits.

Should the Employer fail to process the grievance within the time limits established in this Article, the Grievance may be advanced to the next step in the Grievance process following the expiry of the time limit unless the Parties have mutually agreed in writing to extend the time limits. Grievances advanced shall be subject to the time limits prescribed in this Article.

23.08 Upon mutual agreement, the parties may submit grievances to expedited arbitration or mediation prior to arbitration in order to attempt an early resolve to the grievance.

23.09 The above mentioned times may be extended by the parties' mutual agreement.

#### **ARTICLE 24 - CAR ALLOWANCE**

24.01 A kilometer allowance at the prevailing rate approved by the Board will be paid to each employee who is designated by Management to use the employee's personal vehicle as a means of transportation to work assignments at different locations during working hours. Employees who are so designated, shall also be paid mileage from their first job site to the last job site other than the Highfield Operational Centre or a Board Supply Depot. In addition, each employee designated will be reimbursed for the difference in premium between normal pleasure driving vehicle insurance and insurance for business use of a vehicle as stipulated by the Board, subject to the employee providing proof to Management of the extra charges by the insurance company.

24.02 It is agreed that should a vehicle or mileage allowance greater than those specified in Clause 24.01 be provided for in any other agreement between the Board and a group of its employees, or should the Board by resolution approve a vehicle or mileage allowance greater than above, the higher vehicle or mileage allowance will be applicable to employees covered by this agreement.

24.03 The Board agrees that available, unserviced parking will be accessible to employees covered by this Agreement without charge. Where employees choose to access serviced parking, they will be subject to associated utility charges as set by the Board.

#### **ARTICLE 25 - SAFETY COMMITTEES**

25.01 Two (2) joint committees shall be established in Facilities and Environment Services. One joint committee shall focus on Occupational Health and Safety issues affecting Facility Operations; the other joint committee shall focus on Occupational Health and Safety issues affecting Highfield staff. These committees shall consist of representatives appointed by their respective bodies and shall meet four (4) times per year with the exception of July and August. These two (2) committees shall hold a combined meeting at least once annually.

- 25.02 The Board and the Union, through the joint Safety committees, shall continue to monitor safety concerns, including working alone. The committees shall review the initiatives already undertaken regarding working alone and safety devices, as well as evaluate requests to date.

## **ARTICLE 26 - PROTECTIVE CLOTHING**

### 26.01 Protective Clothing

- 26.01.1 Protective clothing will be issued without cost to the employee when it is considered necessary by Management; such clothing shall remain the property of the Board.

### 26.02 Safety Footwear

- 26.02.1 Employees required to wear CSA certified Safety Footwear shall be entitled to an allowance of one hundred percent (100%) towards the cost of one pair of such footwear every two (2) years to a maximum of \$200.00.
- 26.02.2 Employees required to wear CSA certified Class 1 safety footwear shall be entitled to an allowance of eighty percent (80%) towards the cost of one pair of such footwear every year.
- 26.02.3 Reimbursement for Safety Footwear will be made upon submission of receipts to the appropriate Supervisor.

### 26.03 Clothing Allowance

- 26.03.1 Effective the date of ratification, permanent employees will receive \$250.00 clothing allowance each fiscal year (September 1<sup>st</sup> – August 31<sup>st</sup>) that will be provided to outside workers where exposure to outside elements occurs for extended periods of time, as determined by management. For the purpose of this contract, Outside Workers shall be defined as the following:
- Grounds and Landscaping
  - Distribution Services
  - Playground Inspectors, Playground Servicemen
- 26.03.2 All clothing will be pre-approved by management and will be purchased at a Board approved retail outlet. It is the responsibility of the employee to keep their clothing clean and in good repair.
- 26.03.3 Reimbursement for the clothing allowance will be made upon submission and approval of receipts by the appropriate Supervisor. Receipts must be provided prior to August 31<sup>st</sup> of each fiscal year.

## **ARTICLE 27 - EMPLOYEE SECURITY**

- 27.01 No permanent employee shall lose their employment, or suffer a reduction in regular wages/salaries, or hours of work, solely as a result of contracting out.

## **ARTICLE 28 - TOOL ALLOWANCE**

- 28.01 Mechanics shall receive a tool allowance of five hundred (\$500) per year. This allowance shall be payable in the pay period that includes June 1 of each year.

## **ARTICLE 29 - PROVISIONS APPLICABLE TO TEN-MONTH EMPLOYEES**

- 29.01 Except as modified in this Article, all provisions of this Collective Agreement shall apply to ten-month employees.
- 29.02 Ten-month employees shall occupy part-time Cleaner positions only.
- 29.03 Summer break is defined as the period commencing with the day following the last day of school in the school year and ending with the Friday prior to the opening day of school in the next school year.
- Ten-month employees shall commence working on the first day of the school year and then shall commence leave of absence without pay on the first day of the summer break. Ten-month employees shall also be on leave without pay when schools are not in session during the Christmas and Spring breaks.
- 29.04 Ten-month employees shall not be entitled to the following general holidays:
- Canada Day, Civic Day (first Monday in August) and Labour Day when Labour Day falls during the summer break.
- 29.04.1 Ten month employees occupying part-time employee positions may apply for available extra work in Facility Operations during the summer break, provided they meet the qualifications required to perform the work. It is understood that employees who accept work during this time shall be selected in order of department seniority and will not have their recall rights adversely affected.
- 29.04.2 Ten month employees who accept a temporary assignment under Clause 29.04.1 shall be paid only for hours worked and at a rate equivalent to Step III of the Basic Rate for the Step Cleaner position/Part-time.
- 29.04.3 The Employer will notify employees in February that there may be extra work available during the summer and employees wishing to be considered for this extra work shall notify the employer by April 1.
- 29.05 Ten-month employees shall not lose any accumulated department or general seniority when schools are not in session during the summer, winter and spring breaks.

- 29.06 Ten-month employees shall be entitled to vacation pay calculated on the basis of six (6) percent for the first five (5) years of service; eight (8) percent for over five (5) years of service; ten (10) percent for over sixteen (16) years of service; and twelve (12) percent for over twenty-five (25) years of service. Such vacation pay will be added to basic bi-weekly earnings and paid on each pay day.
- 29.07 Ten-month employees covered by the Alberta Health Care Insurance, Dental Plan, Life and Accidental Death and Dismemberment, and Supplementary Health benefits shall be required to pay the employee and the employer share of the benefit premiums during the school summer break.
- 29.07.1 Ten-month employees shall be deducted the total cost of benefit premiums for July and August, if applicable. Such deduction shall be averaged over the period from September to June.
- 29.08 Extended Disability premiums and benefits are not payable during the summer months for ten-month employees. The summer break is not part of the Extended Disability elimination period.
- 29.09 Ten-month employees eligible to apply for Employment Insurance benefits for a period of the summer break shall be provided with a Record of Employment.
- 29.10 The supplement to Workers' Compensation Board will only be paid during the periods that the employee would otherwise be working.
- 29.11 Part-time employees working in year-round schools or non-year-round schools shall be treated the same and, as such, shall:
- (a) work the same number of days and hours per year as other ten month employees;
  - (b) be granted a leave of absence during the "summer break" at their school in accordance with Clause 29.03 and related provisions of the current Collective Agreement;
  - (c) be afforded the same working conditions and terms of employment.

## **ARTICLE 30 - RETROACTIVITY**

- 30.01 All employees who were employed on September 1, 2014 and have since retired, or terminated employment, shall be paid retroactively on a pro-rata basis for all hours worked from September 1, 2014. Employees who have left the employment of the Board prior to the date of signing this Agreement shall only be eligible for their retroactive salary if they apply for same prior to sixty (60) days after the date of signing.

**ARTICLE 31 - FACILITY MANAGEMENT PROGRAM QUALIFICATIONS**

31.01 Employees hired before September 1, 1993, who do not have the required Facility Management Program qualifications, will be permitted to bid for positions equal to or lower to those they currently occupy without acquiring the required Facility Management Program qualifications as described in the position description.

GROUP	POSITIONS	QUALIFICATIONS
2	F/O - 1/I/C	Completion of one year FMP. Preference will be given to applicants who meet the required Facility Management Program qualifications. Applicants with 5 years of experience will also be considered.
2	F/O - 2/I/C	Completion of one year FMP. Preference will be given to applicants who meet the required Facility Management Program qualifications. Applicants with 2 years' experience will also be considered.
3	F/O - 1/I/C	Completion of FMP
3	F/O — 2/I/C	Completion of FMP
4	1/I/C and Senior F/O	Completion of FMP

**ARTICLE 32 - TECHNOLOGICAL CHANGE - TRAINING BENEFITS**

32.01 Where new or greater skills are identified by Management as necessary for staff to function in an efficient and effective manner, training will be provided subject to available funding.

**ARTICLE 33 - CLASSROOM MOVES**

33.01 The employer agrees that any classroom/worksite moves shall be done with the appropriate number of staff to ensure that the move is done in a safe and efficient manner using proper equipment.

**ARTICLE 34 - TOOL AND MATERIALS HANDLING ALLOWANCE**

34.01 Employees in Facility Operations and Central Facility Services who as a requirement of their job, are designated to provide a way to move personal tools or Board materials between work sites shall be paid an allowance of ninety dollars (\$90.00) per month.

- 34.02 Each employee in Facility Operations and Central Facility Services who are designated to be responsible for storage, transportation, care (loading & unloading) of CBE tools and/or materials outside of CBE property shall be paid an allowance of sixty-five dollars (\$65.00) per month.
- 34.03 Should any employee designated to receive the above allowance not be available for more than 160 consecutive hours of work due to any absence other than vacation, such employee shall not be eligible for the allowance from the 161<sup>st</sup> hour until the employee returns to his designated duties.
- 34.04 Designation shall be in writing and may be terminated at any time .

## APPENDIX A

School Group is based on the following Square Footage:

Group 1	Up to 45,000 square feet	Up to 4,181 square meters
Group 2	45,001 - 100,000 square feet	4,181 - 9,290 square meters
Group 3	100,001 – 140,000 square feet	9,290 - 13,006 square meters
Group 4	140,001 or more square feet	13,006 or more square meters

Note:

- 1) A Facility Operator, who possesses a Building Operator "A" Certificate and is employed as a Facility Operator of a school where such certificate is required, shall be paid an additional allowance of twenty dollars (\$20.00) per month effective January, 1989.
- 2) A Facility Operator who possesses a Fireman's Certificate of Competency and who is designated by Management as the responsible certificate holder as required under the Boiler and Pressure Vessels Act of the Province of Alberta, shall be paid an additional amount of twenty-two dollars (\$22.00) per month above the basic rate.
- 3) (a) Upon completion of the three (3) year Facilities Management Course and obtaining a valid certificate, a Facility Operator shall receive a bonus of ten dollars (\$10.00) per month  
  
(b) Facility Operators who have completed the Facility Management Course and have obtained a valid certificate, shall be paid a bonus of twenty- five (\$25.00) per month if occupying a position which requires this certificate

## APPENDIX A

Effective September 1, 2015 — 0% increase

<b>Group</b>	<b>Position Title</b>	<b>Sept. 1/15 Hourly</b>	<b>Sept. 1/15 Bi-weekly</b>
	Entry Level Facility Operator	\$23.38	\$1,870.40
	Ticketed Absence Relief	\$25.95	\$2,076.00
1	Facility Operator 2IC	\$25.95	\$2,076.00
	Facility Operator 2IC – Trainer	\$26.54	\$2,123.20
	Facility Operator 1IC	\$27.02	\$2,161.60
	Facility Operator 1IC – Trainer	\$27.84	\$2,226.20
2	Facility Operator 2IC	\$26.73	\$2,138.40
	Facility Operator 2IC – Trainer	\$27.32	\$2,185.60
	Facility Operator 1IC	\$27.84	\$2,226.20
	Facility Operator 1IC – Trainer	\$28.67	\$2,293.60
3	Facility Operator 2IC	\$27.79	\$2,223.20
	Facility Operator 2IC – Trainer	\$28.39	\$2,271.20
	Facility Operator 1IC	\$28.94	\$2,315.20
	Facility Operator 1IC – Trainer	\$29.78	\$2,382.40
4	Senior Facility Operator	\$28.62	\$2,289.60
	Senior Facility Operator - Trainer	\$29.21	\$2,336.80
	Facility Operator 1IC	\$29.78	\$2,382.40
	Facility Operator 1IC – BAS	\$29.93	\$2,394.40
	Facility Operator 1IC - Trainer	\$30.68	\$2,454.40

Note: "Hourly" is the official rate of pay. "Bi-weekly" is provided for information purposes only.



**PART-TIME CLEANER**

		<b>Weekly Hours</b>	<b>Sept. 1/15 Hourly</b>	<b>Sept. 1/15 Bi-weekly</b>
Step 1	Hire Rate	15 hrs	\$17.97	\$539.10
		20 hrs	\$17.97	\$718.80
		24 hrs	\$17.97	\$862.56
		30 hrs	\$17.97	\$1,078.20
Step 2	Successful completion of probation	15 hrs	\$19.62	\$588.60
		20 hrs	\$19.62	\$784.80
		24 hrs	\$19.62	\$941.76
		30 hrs	\$19.62	\$1,177.20

**CLEANER/FACILITY ASSISTANT**

		<b>Weekly Hours</b>	<b>Sept. 1/15 Hourly</b>	<b>Sept. 1/15 Bi-weekly</b>
Step 1	Hire Rate	15 hrs	\$19.46	\$583.80
		20 hrs	\$19.46	\$778.40
		24 hrs	\$19.46	\$934.08
		30 hrs	\$19.46	\$1,167.60
Step 2	After 1 year at Hire Rate	15 hrs	\$22.70	\$681.00
		20 hrs	\$22.70	\$908.00
		24 hrs	\$22.70	\$1,089.60
		30 hrs	\$22.70	\$1,362.00

Note: "Hourly" is the official rate of pay. "Bi-weekly" is provided for information purposes only.

**FULL-TIME CLEANER**

		<b>Sept. 1/15 Hourly</b>	<b>Sept. 1/15 Bi-weekly</b>
Step 1	Hire Rate	\$20.10	\$1,608.00
Step 2	Successful completion of probation	\$21.03	\$1,682.40

**NON-TICKETED ABSENCE RELIEF/CARPET CLEANER**

<b>Position Title</b>		<b>Sept. 1/15 Hourly</b>	<b>Sept. 1/15 Bi-weekly</b>
Non-ticketed Absence Relief	Hire Rate	\$23.37	\$1,869.78
Carpet Cleaner	Hire Rate	\$26.12	\$2,089.76

**GRANDFATHERED PAY RATES**

Applicable to employees hired in these positions prior to 1994

		<b>Weekly Hours</b>	<b>Sept. 1/15 Hourly</b>	<b>Sept. 1/15 Bi-weekly</b>
Cleaner I	Hire Rate	15 hrs	\$22.44	\$673.20
		20 hrs	\$22.44	\$897.60
		24 hrs	\$22.44	\$1,077.12
		30 hrs	\$22.44	\$1,346.40
Cleaner II	Hire Rate		\$24.88	\$1,990.44
Cleaner III	Hire Rate		\$25.14	\$2,010.96

Note: "Hourly" is the official rate of pay. "Bi-weekly" is provided for information purposes only.

<b>Group</b>	<b>Position Title</b>	<b>Sept. 1/15 Hourly</b>	<b>Sept. 1/15 Bi-weekly</b>
1	Labourer II	\$25.52	\$2,041.33
2	Playground Serviceman	\$26.99	\$2,159.52
	Equipment Operator I	\$26.99	\$2,159.52
	Field Serviceman	\$26.99	\$2,159.52
	Furniture Repair Tech	\$26.99	\$2,159.52
	Stores Person	\$26.99	\$2,159.52
	Truck Driver	\$26.99	\$2,159.52
3	Asphalt Repairman/EOII	\$27.72	\$2,217.80
	Equipment Operator II	\$27.72	\$2,217.80
	Gardener	\$27.72	\$2,217.80
	Grounds Repairman	\$27.72	\$2,217.80
	Irrigation Serviceman	\$27.72	\$2,217.80
	Maintenance Technician	\$27.72	\$2,217.80
4	Shipper/Receiver	\$27.98	\$2,238.32
	Truck Driver/Lead Hand	\$27.98	\$2,238.32
	Building Repair Technician*	\$29.51	\$2,360.62
5	Equipment Operator III	\$28.72	\$2,297.42
	Tool Crib Attendant	\$28.72	\$2,297.42
	Irrigation Technician	\$28.72	\$2,297.42
	Sports field Technician	\$28.72	\$2,297.42
6	Grounds Foreman	\$29.99	\$2,399.20
	Horticultural Technician	\$29.99	\$2,399.20
	Playground Inspector	\$29.99	\$2,399.20
	Assistant Grounds Foreman	\$27.89	\$2,230.93
	Assistant Storekeeper	\$28.06	\$2,244.89
	Controller	\$27.83	\$2,226.01
	Controller/Hazardous Waste Officer	\$30.43	\$2,434.49
	Drapery Repair Technician	\$26.36	\$2,108.64
	Foreman, Fleet Repair	\$36.72	\$2,937.64

<b>Group</b>	<b>Position Title</b>	<b>Sept. 1/15 Hourly</b>	<b>Sept. 1/15 Bi-weekly</b>
	Locksmith	\$28.03	\$2,242.43
	Project Coordinator	\$36.72	\$2,937.64
	Upholsterer	\$28.96	\$2,317.12
	Locksmith - Journeyman	\$31.94	\$2,555.15
	Locksmith Foreman	\$34.95	\$2,795.64
	Journeyman Mechanic	\$35.05	\$2,803.85
	Mechanic Sub foreman	\$36.75	\$2,940.11
	Journeyman Welder	\$35.05	\$2,803.85
	Welder Sub foreman	\$36.75	\$2,940.11

- Foreman - 10% above basic rate while so employed
- Charge hand - 5% above basic rate while so employed
- Labourer II - (Operating Core Drill) - \$.50 per hour above basic rate while so employed
- The Grounds Foreman will be paid at a rate of pay 10% above the highest paid person under the Grounds Foreman's supervision
- \* Rates for the Building Repair Technician will only exist with current incumbents, rate will become the group 3 rate when incumbents leave

Note. "Hourly" is the official rate of pay. "Bi-weekly" is provided for information purposes only.

## APPENDIX B

**To the Agreement between  
THE BOARD OF TRUSTEES OF THE CALGARY SCHOOL  
District No. 19  
And  
THE CANADIAN UNION OF PUBLIC EMPLOYEES  
Local 40**

### **RE: CLASSIFICATIONS AND DUTIES - STORES AND WORKSHOP PERSONNEL**

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Where discrepancies are evident between Appendix B and the official job description, as contained in each work area, the official job description shall prevail.

#### Assistant Grounds Foreman

Under the direction of the Grounds Foreman as a working foreman, is responsible to plan, organize, and control assigned work. Trains crew members in the proper use of materials and equipment, and teaches them appropriate procedures. Ensures that safe working procedures and conditions exist at all times.

Orders necessary materials, supplies or equipment. Assists in laying out work, making preliminary cost estimates and keeping simple job records. Performs related duties as required.

#### Assistant Storekeeper

Assists in supervising Central Stores or other locations and participates in shipping, receiving and warehouse duties.

#### Building Repair Technician

Performs skilled manual work utilizing hand and power tools in the following specialized areas: inspects, installs and repairs ceramic finishes, quarry tile finishes, plaster, concrete block, brick work, drywall finishing, cement work (including finishing), mulsamastic toppings, floor coverings and pipe coverings as assigned. Installation and repair of carpet and resilient floor coverings. Prepares floor base to receive coverings. Performs other related duties as assigned. Must be qualified to hold an Alberta Journeyman's Certificate in one of the applicable fields.

#### Charge Hand

Supervises and participates in the duties of small groups (3 to 7 personnel) performing work on small designated projects or functions. May have truck or equipment attached to group.

## Controller

Responsible through the Fleet Controller to the Supervisor of Distribution Services for assisting the Fleet Controller in carrying out dispatch duties. Answers telephone and radio, taking, receiving and/or relaying messages as required. Specifically, responsible for the delivery, pick-up and checking the condition of the risers. Assists on the dock area when necessary. Assigns daily workload to truck drivers. Performs other related duties as assigned.

## Drapery Repair Technician

Carries out repairs and installations to venetian blinds, vertical blinds, curtains, drapes and associated hardware, roll-up type equipment such as maps and screens. Performs other duties when assigned.

## Equipment Operator I

Operates and maintains light mobile equipment such as rubber-tired tractors, bobcats, towed mowers, snowplows, cultivators, seeders, fertilizing and weed control equipment. Performs serviceability inspections on unit and equipment. May be required to perform other tasks including truck driving, labouring, etc.

## Equipment Operator II

Operates medium-sized equipment such as rubber-tired tractors with blades, backhoes, or bucket loaders up to and including 7/8 cubic yard capacity, seeding and landscaping equipment. Performs minor inspection and maintenance on units and equipment daily. Occasionally required to perform other tasks such as Equipment Operator #1 and #3, truck driving, labouring, etc.

## Equipment Operator III

Operates backhoes, graders, and hydraulic drive 7-gang mowers in the performance of construction and maintenance tasks.

Performs minor daily inspection and maintenance on unit and equipment. Performs duties of truck drivers, equipment operators and labourers as required.

## Field Serviceman

Performs minor repairs and services equipment used by Grounds Department which may include fueling, greasing, changing oil filters, cleaning air filters, replacing worn or damaged belts, etc. Picks up and delivers equipment. Is required to operate a mobile steamer for thawing frozen pipes, catch basins, etc. Must be eligible for an Alberta Fireman's Certificate of Competency.

## Foreman

Assigns and directs work of a number of small groups totaling between 8 to 16 personnel, usually performing specific seasonal tasks such as gardening, mowing, watering, snow removal, and other related duties. May also dispatch personnel and materials to perform designated jobs or work on small projects. May have truck or equipment attached to the group.

## Foreman, Fleet Repair

Under the direction of Supervisor, Distribution Services, supervises and coordinates work performed in the repair depot. Assists the Supervisor in determining work priorities and schedules. Estimates manpower requirements and allocates work to staff. Monitors performance and production, and is responsible for the discipline of employees. Serves as resource in procedures and methodology. Ensures that tradesmen are kept current with modern techniques. Performs the work of a journeyman mechanic. Supplies own standard hand tools and must be qualified to hold an Alberta Journeyman's Trade Certificate in Heavy Duty Mechanics.

## Furniture Repair Technician

Performs skilled work utilizing hand and power tools. Carries out repairs, refinishing and upholstery of furniture, desks and equipment.

## Gardener

Performs general horticultural duties which include tree and shrub pruning, care of shrubs, and trees, planting, application of agricultural chemicals and laying out and maintenance of flower beds. Assists school Facility Operators in care of ornamental areas. Supervises and participates with work crews and operates vehicles and equipment as necessary.

Must possess either a Journeyman Landscape Gardener Certificate or Diploma in Horticultural Technology. An Alberta Pesticide Applicator's license must be obtained within twelve (12) months of employment.

## Grounds Foreman

Under the direction of the Grounds Supervisor, assigns and supervises the work of the ground operation, including work performed by outside contractors.

Determines work priorities and schedules within parameters of overall department programs. Plans, organizes and controls work in accordance with established standards.

Recommends and participates in safety programs. Responsible for the program of maintenance on the grounds vehicles and equipment.

### Grounds Repairman

Installs and maintains sports equipment, fences, car plug-in backings, signs, bike racks, concrete car bumpers, etc. Performs regular inspections, submits reports and makes repairs on playgrounds. Ensures installers of playground equipment maintain warranty obligations. Must be experienced in the use of power and manual hand tools.

### Irrigation Serviceman

Operates, maintains and assists in installation of manual and automatic underground irrigation systems. Duties include activation and winterization of systems, and regular inspection and routine repair of systems. Maintains an inventory of parts. Programs automatic systems. Participates in rotating call-out schedule. During the off season, works at pruning, chopping, snow removal, or other tasks as required.

### Journeyman Mechanic I

Performs operating repairs and routine shop maintenance to equipment including trucks, buses, tractors, trailers and small powered machines. Performs regular routine maintenance according to predetermined schedules. Estimates repair costs as required. Supplies own standard hand tools. Must be qualified to hold an Alberta Journeyman Certificate as an Auto or Heavy Duty Mechanic.

### Journeyman Mechanic II

Performs lead hand responsibility. Performs operating repairs and shop maintenance to equipment, including trucks, buses, trailers and small powered machines. Orders materials, parts and supplies. Estimates repair costs as required. Ensures necessary warranty is provided. Performs regular inspection and maintenance according to predetermined schedules. Instructs vehicle operators and truck drivers on proper care of vehicles and equipment. Supplies own standard hand tools. Must be qualified to hold an Alberta Journeyman's Certificate as an Auto or Heavy Duty Mechanic.

### Labourer II

Performs manual work requiring specialized work skills. Operates non-complex equipment such as power tools, small snow removal, grass cutting, or gardening equipment. Acts as trades' helper. Work is performed under general directions with some latitude of action. Orders will be received orally, or in writing, by sketch of simple blueprint. May be required to drive light half-ton truck or light rubber-tired equipment for short periods of time.

### Locksmith

Performs skilled work using hand and power tools. Work entails keying, key cutting and installation, repairs to locks, door closers, panic hardware, filing cabinets, paper cutters, vaults and other similar equipment. Assists Maintenance Technician when requested.

Must possess a certificate resulting from successful completion of a recognized locksmithing course.



### Maintenance Technician

Performs repairs to folding overhead and coil wall doors, interior sports equipment, bleachers, etc. Conducts twice yearly safety checks to interior sports equipment, Canadian climbers, rings, ropes, etc., and prepares inspection reports. Performs duties involving sharpening of saws, blades, knives, scissors, etc. Performs other duties when assigned.

### Mechanic Sub foreman

Performs lead hand responsibility. Performs operating repairs and shop maintenance to equipment, including trucks, buses, tractors, trailers and small powered machines.

Schedules work and repairs through shop. Orders materials, parts and supplies. Estimates repair costs as required. Ensures necessary warranty is provided. Performs regular routine inspection and maintenance according to predetermined schedules. Instructs vehicle operators and truck drivers on proper care of vehicles and equipment.

Supplies own standard hand tools. Must be qualified to hold an Alberta Journeyman's Certificate as an Auto Mechanic and Bus Inspection Certificate. Schedules bus inspections and repairs as required. Acts as liaison between shop and school personnel regarding buses. Completes repair orders and pricing for school buses.

### Receiver

Receives all incoming merchandise and maintains a detailed record of all such received merchandise. Reports over-shipped or short-shipped details to Buyers. Maintains control of Purchase Order covering materials to be received. Informs Buyers of back order items and damaged goods received. Designates to store people regarding the disposition of goods received. Repacks goods to be returned to suppliers and makes out necessary forms covering such shipments. Performs shipping duties as required. Maintains various catalogues for the purpose of verification of products received. Participates in periodic inventory counts. Performs similar related duties.

### Storeperson

Under direction, performs routine material handling, receiving and stock issuing work in Stores. Performs other duties as assigned.

### Tool Crib Attendant

Under the direction of Supervisor - Distribution Services, is responsible for the efficient operation of tool crib and performs regular Storeperson duties as time permits. Performs other related tasks as required.

### Truck Driver Helper

Helps Truck Drivers in transporting and handling materials, merchandise and equipment by performing any combination of the following duties: loads and unloads vehicles by hand or using hand truck or dolly. Pads, stacks, and secures items in position in truck to prevent damage during shipment. Delivers and stacks merchandise on customers' premises and obtains receipt. Signals Truck Driver when parking or backing into loading area. Helps Truck Driver in cleaning and servicing vehicle. May be required to drive vehicles.

### Truck Driver

Operates and services automobile and trucks other than panel and one-half ton type vehicles up to and including 6363 kg (gross vehicle weight). May be required to perform general labouring duties when not operating truck, and to interchange duties with Equipment Operator I for short durations when required.

### Truck Driver II

Operates and services automobile and trucks other than panel and one-half ton type vehicles up to and including 6363 kg (gross vehicle weight). May be required to perform general labouring duties when not operating truck, and to interchange duties with Equipment Operator I for short durations when required.

### Truck Driver III

Operates and services single axle trucks of up to 8182 kg (gross vehicle weight) with special attachments such as dump hoists, hydraulic lifts and trailers. Loads and unloads vehicles. Performs general labouring work as required.

### Truck Driver IV

Operates and services tandem wheel vehicles with special attachments such as dump hoists, hydraulic lifts and trailers, or trucks exceeding thirty (30) feet in length or vehicles equipped with an aerial bucket. Loads and unloads vehicle. May be required to perform general labouring duties when not operating vehicles.

### Upholsterer

Repairs and rebuilds upholstered furniture, using hand tools and power tools. Removes coverings, webbing and padding from seat, arms, back and sides of workpiece, using tack puller, chisel and mallet. Replaces webbing and springs, reties springs, measures and cuts new covering material. Installs material on inside of arms, back and seat, and over outside back and arms of wooden frame. Tacks or sews ornamental trim, such as braid and buttons, to cover or frame. May operate sewing machines to seam cushions and join various sections of covering material. May repair wooden frame or workpiece. May refinish some surfaces and upholster cornices.

### Welder I

Performs Journeyman level welding work, which includes repairs to and fabrication of fences, equipment (e.g., coat racks, bike racks). Repairs metal desks and furnishings, physical education equipment, shop equipment. Must have Journeyman's Certificate.

### Welder II

Performs Journeyman level welding work with lead hand responsibility in the fabrication, repair, rebuilding of a wide variety of parts, furniture, equipment and metal products. Performs specialized welding, i.e., cast-iron, white metal aluminum, etc. Must be qualified to hold an Alberta Journeyman's Certificate as a Welder. Orders supplies and materials. Prepares estimates as required.

### Welder Subforeman

Must hold Alberta Journeyman Welding Certificate. Supervises and participates in duties of 3 - 7 personnel. Ability to fabricate and repair products from all ferrous and non-ferrous metals. Prepares estimates, and orders supplies and materials. Ability to read and work from architectural drawings.

## LETTER OF UNDERSTANDING # 1

### THE CALGARY BOARD OF EDUCATION & CUPE LOCAL 40

#### **RE: WORKING CONDITIONS FOR TEMPORARY EMPLOYEES**

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The parties agree that this Letter of Understanding stipulates the terms and conditions of employment for temporary employees whose bargaining rights are held by the Canadian Union of Public Employees Local 40 under Certificate No. 525-92. It is understood that only those stated Articles and Clauses of the Collective Agreement and their provisions stated in this Letter of Understanding shall apply to temporary employees.

#### 1. Articles and Clauses of the Collective Agreement

- 1 Relations
- 2 Term of Agreement
- 3 Recognition
- 4 Management Rights
- 5.01.3 Employment
- 21.04 Union Dues
- 23 Grievance Procedure (applicable to articles, clauses and conditions outlined in this Letter of Understanding)
- 24 Car Allowance
- 26 Protective Clothing

#### 2. Hours of Work

- (a) The regular working hours for temporary employees shall be forty (40) hours per week, eight (8) hours per day, Monday to Friday.
- (b) Any shift commencing after 3:30 p.m., or prior to 6:45 a.m., shall be paid for at the rate of eight (8) hours pay for seven (7) hours work. Employees shall be entitled to at least an eight (8) hour rest period between scheduled shifts or the employee shall be paid as per 3(a).
- (c) Employees shall be entitled to two (2) fifteen (15) minute paid work breaks for each full day worked, one before the meal break and one after the meal break, times to be designated by Management.

#### 3. Overtime

- (a) Overtime shall only apply to temporary employees only after they have worked eight (8) hours per day or forty (40) hours per week. Overtime shall be paid at the rate of one and one-half (1 1/2) times the temporary employee's regular rate of pay for the first two (2) hours of overtime worked and at the rate of double the temporary employee's regular rate of pay for each hour of overtime worked beyond the first two (2) hours.

- (b) When, by reason of an emergency, an employee is called from home to work overtime of two (2) hours or less, the employee shall be paid 4 hours pay at straight time rates. On emergency call outs of more than two (2) hours, all time worked shall be paid as set out as in 3(a).

#### 4. Salary Administration

- (a) Payday shall be biweekly. With each pay day, temporary employees shall receive a statement showing deduction and adjustments. If a pay day falls on a general holiday, then the pay day shall be the preceding Thursday.
- (b) Temporary employees shall be paid in accordance with the applicable rates of pay in Appendix "A".

#### 5. Vacations and General Holidays

- (a) All temporary employees shall be entitled to 6% vacation pay and 4.8% general holiday pay, to be paid on each payday.
- (b) Temporary employees shall be entitled to time off without pay on the following holidays: New Year's Day, Family Day (third Monday in February), Good Friday, Easter Monday, except when schools are in session, in which case Easter Monday will be replaced by the Monday of Spring Break, Victoria Day, Canada Day, Civic Holiday (first Monday in August), Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day. Payment for general holidays shall be in accordance with 4 (a).
- (c) Employees who work on the day of Stampede Parade, Christmas Eve, or New Year's Eve, shall receive four (4) hours off, with pay or such lesser time as scheduled to work provided that the day is a regularly scheduled work day.
- (d) Temporary employees who are hired subsequent to October 26, 2000 into permanent positions, shall not receive credit toward vacation entitlement for time spent working in a temporary position.

#### 6. Recruitment and Layoff of Temporary Employees

Excluding seasonally employed temporary staff, at the point of hire the employer shall provide the union with the following information:

- Employee name
- Employee hire date
- Position name
- Proposed length of employment

The employer shall provide two weeks' notice or two weeks' pay in lieu of notice of layoff to temporary employees.

## **LETTER OF UNDERSTANDING #2**

### **THE CALGARY BOARD OF EDUCATION & CUPE LOCAL 40**

#### **RE: POSTING VACANT POSITIONS AFTER 180 CALENDAR DAYS**

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This Letter of Understanding pertains to the posting of positions in Facility Operations where an employee is absent from the work site due to illness/disability or WCB in excess of 180 calendar days. The process has been in place since 1997 and is as follows:

- 1) The employee is absent from the work place on 90 calendar days of paid sick leave (Evergreen Plan).
- 2) The employee uses 90 calendar days of paid sick leave and is then granted an unpaid general health leave or is picked up by the Extended Disability Benefit.
- 3) The employee shall retain their position for an additional 90 calendar days. However, during this period, the employee can voluntarily relinquish their position. If the employee chooses to relinquish their position, the position is then considered vacant and can be posted.

In summary, a position is considered vacant and shall be posted 180 calendar days after the employee first books off, that is 90 calendar days of sick leave and 90 days of unpaid general health leave, Extended Disability Benefit, WCB or a combination thereof.

Letter of Understanding Originally Signed November 27, 2002

## LETTER OF UNDERSTANDING #3

### THE CALGARY BOARD OF EDUCATION & CUPE LOCAL 40

#### **RE: RETIRED EMPLOYEES' BENEFIT PACKAGE**

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The Calgary Board of Education Retired Employee's Benefit Package for all eligible employees covered by the CUPE Local 40 Collective Agreement, will continue to be available as outlined in this Letter of Understanding.

Employees who are members of CUPE Local 40 who have reached fifty-five (55) years of age, but have not yet reached sixty-five years (65) years of age, and have at least ten (10) years of service with the Board, shall at the time of retirement, be provided with the option to participate in the Calgary Board of Education Retired Employees Benefit Package.

This package includes supplementary health care, dental care, dental coverage and the life insurance coverage until the employee reaches the age of sixty-five (65) and may include, at the employee's option, a paid up life insurance policy issued following the employee's 65<sup>th</sup> birthday.

The premiums for this package, at the time of the retirement until age sixty-five (65), for employees who retire on or after September 1, 2009 is as follows:

Length of Service	% Paid by Retiree
10+ years	100%

## LETTER OF UNDERSTANDING #4

### BETWEEN CALGARY BOARD OF EDUCATION AND THE CALGARY BOARD OF EDUCATION STAFF ASSOCIATION AND THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 40 AND THE ALBERTA TEACHERS' ASSOCIATION, LOCAL 38

#### **RE: EMPLOYEES IN MORE THAN ONE UNION**

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The above-named parties agree to the following conditions for employees who have part-time employment within the Calgary Board of Education in two or more positions, and are subsequently members of more than one union:

- Total FTE for any employee will not total more than 1.0
- Each part-time position will be treated as a separate entity, attracting the benefits and entitlements allowed for that specific FTE within the appropriate collective agreement with the following exceptions:
  - only one group benefit plan may apply for extended medical coverage and dental plan. Representatives from the two unions involved will assist in determining which benefit plan is the most advantageous to the employee, if the qualifications are met for both collective agreements
  - No employee will receive benefits beyond what a full-time employee would receive
  - No duplication of entitlement will be received (e.g. only one long-service award, etc.)

The parties agree that this letter of understanding will be reviewed and revised as required. Each situation involving an employee in more than one union will be reviewed on an individual basis and all terms and conditions will be determined prior to hiring an employee covered by this letter.



## LETTER OF UNDERSTANDING #5

### THE CALGARY BOARD OF EDUCATION & CUPE LOCAL 40

#### **RE: WORKFORCE ADJUSTMENT STRATEGY**

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Building upon the Working Relationship Commitment, the parties have agreed to create an opportunity to work co-operatively and proactively to minimize the negative impacts associated with workforce adjustments.

When the CBE determines that the potential for lay-off exists, CBE will identify the potential for lay-offs to the Labour Management Committee. The Labour Management Committee may strike a smaller sub-set of the Labour Management Committee made up of equal representation of both parties, with each party selecting their representatives, to a maximum of six people, to form a Joint Workforce Committee.

The Joint Workforce Committee shall meet prior to issuing layoff notices for the purpose of exploring and identifying alternatives. Each situation will be assessed on its own merits and a customized approach will be adopted in selecting alternatives available.

In keeping with the ideals of the Working Relationship Commitment, the full cooperation of the CBE, Union and employees will be required to successfully implement this Workforce Adjustment Strategy. It will call for consultation, flexibility, open communication and sensitivity by all.

The Guiding Principles for the CBE and the Union are:

- treat employees with dignity and respect;
- respect long service;
- expedite the placement of employees;
- minimize the disruption to employees and the CBE;
- maintain the integrity of positions (skills, abilities and qualifications) and training and development processes;
- recognize the skills, knowledge, abilities and qualifications of the employee and their desires and career aspirations;
- provide alternate employment opportunities to employees who are willing to accept reasonable changes; and
- where options exist, provide choices and alternative solutions to affected employees.

It is recognized that the CBE cannot guarantee the continuation of a specific position or job, however, by acting proactively the Joint Workforce Adjustment Committee can explore all options to reduce the impact on employees.

Should one or both of the parties not agree to form or participate in the Workforce Adjustment Committee, or should any employee fail to agree with the Workforce Adjustment Plan developed by the joint committee for them, Article 7, Relocation, Lay-off and Recall shall apply.

## LETTER OF UNDERSTANDING # 6

### THE CALGARY BOARD OF EDUCATION & CUPE LOCAL 40

#### **RE: CREATION OF THE FACILITY OPERATOR DEPARTMENT**

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The parties agree that the following guidelines shall be used to establish a Facility Operator Department within Article 22. These guidelines maybe expanded by mutual agreement to ensure that employees are placed on the appropriate seniority list however all actions must comply with Article 6.

Creating the new department:

- The new Facility Operator Department will be created according to the position that the employee occupies as of June 30, 2012.
- Employees who occupy a Facility Operator position, or a position which requires a Building Operator ticket, shall transfer to the Facility Operator Department, with their complete full time seniority.
- Employees who occupy a cleaner position, or a position that does not require a Building Operator ticket, shall remain on the appropriate Full-Time or Part-Time department list.
- Inactive department seniority: previous Facility Operator experience in positions which required a ticket shall have such experience credited as inactive Facility Operator Department seniority.
- Cleaner III's: (hired prior to 1994), Employees who are Grand parented in Cleaner III's positions shall be placed in the Full Time Cleaner Department, however their seniority is active in both the Facility Operator and Full Time Cleaner departments and they may use their Full Time Cleaner department seniority as if they were in the Facility Operator Department.

**LETTER OF UNDERSTANDING #7**  
**THE CALGARY BOARD OF EDUCATION &**  
**CUPE LOCAL 40**

**RE: TRAINING ALLOWANCE**

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In all departments, excluding Facility Operations, Employees assigned by management to train other employees shall be paid a rate of 3% above their basic rate of pay for all hours assigned as training.

The Employer shall determine training requirements and the employee will be required to complete and sign a Training Checklist form.

**LETTER OF UNDERSTANDING #8**  
**THE CALGARY BOARD OF EDUCATION &**  
**CUPE LOCAL 40**

**RE: NEW EMPLOYEE ORIENTATION**

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The Union will be provided an opportunity to meet with new employees at the Highfield location at the conclusion of the Employers scheduled new employee orientation sessions. The Union Representative will be provided a maximum of one (1) hour to provide union membership information.

**LETTER OF UNDERSTANDING #9**  
**THE CALGARY BOARD OF EDUCATION &**  
**CUPE LOCAL 40**

**RE: EMPLOYEE RECOGNITION AWARD**

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The CBE is currently undergoing an Employee Recognition review. The Parties agree any enhancements as an outcome of this review will be applied to CUPE members.

**LETTER OF UNDERSTANDING #10**  
**THE CALGARY BOARD OF EDUCATION &**  
**CUPE LOCAL 40**

**RE: CUPE'S UTILIZATION OF CBE SITES**

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The Calgary Board of Education will permit CUPE utilization of CBE schools identified in the public use rental inventory for the purposes of monthly general membership meetings, children's winter celebration and ratification meetings.

The Union shall:

- Apply for use through the facility rentals office; a minimum of two (2) weeks' notice is required.
- Pay the salary cost of the employee(s) associated with the rental usage.
- Adhere to the rental agreement terms and conditions.

A permit will be issued based on availability and block booking in advance is recommended.

**LETTER OF UNDERSTANDING #11**

**THE CALGARY BOARD OF EDUCATION &  
CUPE LOCAL 40**

**RE: WAGE REOPENER**

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The Parties agree to a wage and compensation re-opener for the last 12 months of the term of this agreement, September 1, 2016 to August 31, 2017. Failing agreement between the Parties, the wage and compensation re-opener may be referred to mediation. Failing agreement at mediation, the wage and compensation re-opener may be submitted to voluntary interest arbitration pursuant to Section 93 of the Labour Relations Code for final determination.

Signed this 21 of March, 2017

ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 40

ON BEHALF OF THE BOARD OF  
TRUSTEES OF THE CALGARY  
BOARD OF EDUCATION

W Manno

Joy M Bowen-Eyre

Jen Deep

Joy M Bowen-Eyre

JR Williams

Board Chair, CBE

[Signature]

Stacy D

Tim Guigue

SD/mlv/cope #491