



**Calgary Board
of Education**

Agreement

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

and

**The Bargaining Council of the Calgary Board of Education
Construction and Maintenance Skilled Trades Unions**

September 1, 2018

to

August 31, 2021

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THIS AGREEMENT made this 25th day of June 2019

BETWEEN:

THE BOARD OF TRUSTEES OF THE
CALGARY BOARD OF EDUCATION

hereinafter called "the Board"

OF THE FIRST PART
and

THE BARGAINING COUNCIL OF THE CALGARY BOARD OF EDUCATION
CONSTRUCTION AND MAINTENANCE SKILLED TRADES UNIONS

hereinafter called "the Council"

OF THE SECOND PART

ARTICLE 1 - PURPOSE

- 1.1 It is the desire of both parties to this agreement to maintain the existing harmonious relations between the Board and the Council to promote cooperation and understanding between the Board and the Council, 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 elimination of waste, and to promote the morale, well-being and security of all the employees included in the bargaining units represented by the Council.

ARTICLE 2 - TERM OF AGREEMENT

- 2.1 The term of this agreement shall be from the first day of **September 2018** until the thirty-first day of **August 2021** and from year to year thereafter, unless terminated or amended in the manner hereinafter provided. All articles in this agreement unless otherwise specified shall become effective on the date both parties ratify the Memorandum of Agreement.

- 2.2 Either party may serve notice to amend or terminate this agreement as of the thirty-first day of **August 2020**, or as of the thirty-first day of **August** in any year thereafter, by giving notice in writing to the other party not less than sixty (60) days or not more than one hundred and twenty (120) days prior to the date mentioned in this section. Notice to amend shall include a reference to each item of this agreement which the party serving the notice desires to change and to any new items which such party desires to have included in the new agreement. However, changes can be made at anytime by mutual consent between the Board and the Council.
- 2.3 During any period of negotiations, the parties may by mutual consent agree to extend this collective agreement for a specified period of time.
- 2.4 Any conclusions reached in the aforementioned negotiations shall be made retroactive to the said anniversary date, or termination date, if so agreed.

ARTICLE 3 – RECOGNITION

- 3.1 The Board recognizes the Council as the bargaining agent for all trades employees of the Board who fall within the scope of the following certificates issued by the Alberta Labour Relations Board:
- 1382-91 International Brotherhood of Electrical Workers, Local Union 254
 - 142-2001 International Union of Painters & Allied Trades, Local No. 177
 - 1388-91 Sheet Metal Workers' International Association, Local Union No. 8
 - 1386-91.1 United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States & Canada, Local Union No. 496, Calgary
 - 258-2001 United Brotherhood of Carpenters & Joiners of America, Local Union No. 2103
- 3.2 The Board recognizes that the five (5) unions named in clause 3.1 have formed the Council under a constitution dated August 27, 2008.
- 3.3 All work performed by employees covered by this collective agreement, whether maintenance or construction, will be performed under this collective agreement and the certificates listed above.

ARTICLE 4 – DEFINITIONS

- 4.1 A permanent employee is an employee who has successfully completed a probationary period and is designated by management as a permanent employee.
- 4.2 All newly hired employees will serve a six (6) months probationary period. The six (6) months shall be continuous from the date of hire and may be extended upon mutual agreement between the applicable Union and the Board. A probationary employee's employment may be terminated at management's discretion with cause.
- 4.3 A temporary employee is an employee hired by the Board whose employment has a fixed end date that is tied to a project or an event, and who has successfully completed a Vulnerable Sector check. **Temporary employees are those who are employed by the Board to positions under the scope of this Agreement for a period not exceeding twelve (12) consecutive months or such longer period of time as mutually agreed to by both parties on a case by case basis.**
- 4.4 **The intent of 4.3 is not to layoff employees for the sole purpose of maintaining their temporary employment status.**
- 4.5 An employee who is promoted or transfers into a new position 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, the employee shall revert to their former position, or its equivalent, as soon as either becomes available. This clause would not apply to employees who are successful applicants on the same position with the same qualifications at a different location.

Where the Board intends to use a sub-foreman, foreman or general foreman, clauses **4.6, 4.7, 4.8, 4.9, 4.10 and 4.11** shall apply.

- 4.6 A journeyman shall be an employee who shall have the required experience, and qualified in one or more branches of the trade, and is qualified under the Alberta Apprenticeship and Industry Training Act.
- 4.7 A journeyman sub-foreman is defined as a journeyman in charge of not less than two (2) journeymen and not more than five (5) workers.
- 4.8 A journeyman foreman is defined as a journeyman in charge of more than five (5) workers.

- 4.9 A general foreman is defined as a journeyman in charge of foremen. A general foreman may also act as a foreman or sub-foreman with respect to other journeymen.
- 4.10 When a sub-foreman or foreman is sick, on holiday, or on a leave of absence, for a period exceeding two (2) consecutive working days, a journeyman in the applicable trade shall take charge and be paid the appropriate rate for the job, where at management's discretion the work crew of the absent sub-foreman or foreman remains intact.
- 4.11 Duties other than supervising workers which form part of the position description may, at Management's discretion, constitute the basis for a journeyman sub-foreman, journeyman foreman, or general foreman designation, and be compensated according to the applicable appendices of this agreement.

ARTICLE 5 – MANAGEMENT RIGHTS

- 5.1 It shall be the exclusive right of the employer to operate and manage its business in all respects, except where restricted or limited by this collective agreement.

ARTICLE 6 - COVERAGE

- 6.1 This agreement shall constitute the salaries, wages and working conditions of the group of employees whose bargaining rights are held by the Unions comprising the Council in accordance with the provisions of the Alberta Labour Relations Code.
- 6.2 Unless otherwise indicated, the articles in this agreement shall apply to permanent employees only.
- 6.3 Throughout this collective agreement, a word used in the masculine gender applies also in the feminine gender and vice versa.

ARTICLE 7 - EMPLOYMENT

- 7.1 Vacancies for promotion, which are so designated by the Employer, shall be posted for five (5) consecutive working days. A copy of the posting shall be

forwarded to the Secretary of the Council and the Shop Steward of the applicable Trade. In making promotions, such appointments shall be made from the staff of the department, provided that the applicants have the necessary qualifications. Both in promotions and demotions, seniority and ability are to be considered. When an appointment has been made, the Shop Steward shall be notified of the appointee's name.

- 7.2 When lay-offs are necessary within Facilities and Environmental Services, employees shall be retained on the basis of trade area seniority, qualifications (i.e. one or more journeyman certificates), skills and experience to perform the work. The Board shall endeavour to provide four (4) weeks notice in writing to employees laid off pending recall. However, in any event, employees laid off pending recall shall be given three (3) weeks notice in writing or three (3) weeks pay in lieu of notice.
- 7.3 Employees laid off shall be recalled upon the basis of trade area seniority, qualifications and ability for the work available.
- 7.4 Employees subject to recall shall be notified by registered letter forwarded to the last known address. An employee so notified shall advise the Board in writing of their intentions. If such employee does not report to work within ten (10) working days of receipt of the letter, their services shall be regarded as terminated. Any employee who has not been recalled from lay-off within twelve (12) months shall be regarded as terminated.
- 7.5 Employees who have been laid off and have been recalled to work within a period of twelve (12) months from the date of lay-off shall retain all their former rights and entitlement but shall not accrue sick leave, vacation or general holiday(s) during lay-off. Employees who have been laid off shall be allowed to maintain all group benefit plans, provided that such employees pre-pay the total premium costs of any or all such benefits.
- 7.6 Except for cause, an employee terminated by the Board shall receive the following notice or salary payment in lieu of notice:
- a) three (3) weeks, if the employee has been employed for less than four years;
 - b) five (5) weeks if the employee has been employed for four years or more but less than six years;
 - c) six (6) weeks if the employee has been employed for six years or more but less than eight years;

- d) seven (7) weeks, if the employee has been employed for eight years or more but less than ten years or;
 - e) nine (9) weeks if the employee has been employed for ten years or more.
- 7.7 An employee who has been wrongfully dismissed by the Board and who is later reinstated shall be compensated in full for all time lost, less any earnings they may have made through other employment during the period of their dismissal.
- 7.8 When an employee terminates their service with the Board, or is dismissed for cause and is later re-engaged, the employee's seniority shall date only from the date of re-engagement.
- 7.9 An employee may be loaned to any other municipality or private business firm, if approved by the Board, the Council, and the employee, and shall not forfeit any of their seniority rights.
- 7.10 Retired employees shall not be rehired to perform bargaining unit work normally done by the Board unless the Council is notified.
- 7.11 Union membership preference will be given by the applicable Union to Board employees to cover instances of transfers within Facilities and Environmental Services or starting apprentices.
- 7.12 Written reprimands, or other disciplinary action, shall remain on an employee's file for not less than one (1) year 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 during this period, the document will be removed from the employee's file.**

ARTICLE 8 - PAY

- 8.1 Employees shall be paid in accordance with the wage schedules contained in the applicable appendices of this agreement. A pay period shall be two (2) weeks in duration. Pay days shall be every second Friday. The employee shall receive, at the end of each pay period, a statement showing all deductions and adjustments. If a pay day falls on a general holiday, then the pay day shall be the preceding working day.

- 8.2 The statement received by employees shall contain all the relevant information required in accordance with the Alberta Employment Standards Code, and a description of any incremental changes to their wage rate and the hour(s) so affected.

ARTICLE 9 - HOURS OF WORK AND SHIFT WORK

- 9.1 Employees shall be entitled to two (2) fifteen (15) minute work breaks per shift, one before the meal break, and one after the meal break, at times designated by management.
- 9.2 Employees shall be paid fifteen (15) percent above the applicable rate for all hours worked on alternate shifts.
- 9.3 Except in cases of extreme emergency employees shall be entitled to an eight (8) hour break between shifts or between the conclusion of required overtime prior to the commencement of the employee's next regular shift. Where the eight hour break coincides in whole or in part with the employee's next regular shift, the employee shall be paid for the entire shift providing the employee works the remaining hours on their regular shift following the eight (8) hour break.
- 9.4 **Hours of Work – Nine (9) Day Fortnight**

Employees employed by the CBE prior to August 31, 2016 will be designated to work a nine (9) day fortnight rotation with the following provisions:

- a) Employees, where designated, shall work nine (9) days in each fortnight, with one work week consisting of four (4) days of work with three (3) days off and the second work week consisting of five (5) days of work with two (2) days off.
- b) The work schedule shall be established to ensure that the operational requirements are maintained.
- c) Following three consecutive days off (i.e. Saturday, Sunday and a general holiday), employees shall be required to work on the day following the general holiday. If the general holiday was to have been their earned day off (EDO), the employee will receive a credit of a day in lieu of the general holiday. The maximum time an employee may accumulate is the equivalent of five (5) working days in lieu of general holidays.

- d) The length of the work day shall be nine (9) hours inclusive of two (2) fifteen (15) minute work breaks and exclusive of a thirty (30) minute lunch break commencing at 12:00 noon unless otherwise designated for emergency reasons. One day each pay period shall be eight (8) hours long. Employees shall be paid for eighty (80) hours in each bi-weekly pay period.
- e) The normal daily shift of employees shall be that shift where hours of work are between 7:00 a.m. and 4:30 p.m. The starting and finishing times of the normal daily shift may be adjusted to occur during a twelve (12) hour period starting at 6:00 a.m. All changes in shift hours shall be posted two (2) days prior to the shift being worked.
- f) In emergency situations, an employee may be called into work on their earned day off. The employee will be compensated with a straight time lieu day the following Monday, unless another day is mutually agreed to.
- g) The Board wishes to have the flexibility to change the employee's earned day off from Friday to Monday for reasons of operational efficiency (e.g. to do work in schools on professional development days). Employees will be requested to change their E.D.O. on a voluntary basis on being given five (5) days notice. Where the change in E.D.O. cannot be obtained on a voluntary basis, management will be able to assign the change. Employees whose E.D.O. is changed will be compensated with a straight time lieu day the following Monday, unless another day is mutually agreed to.
- h) Employees employed by the CBE on or previous to August 31, 2016 can choose to switch to the hours of work as outlined in Clause 9.5 after a joint meeting with their applicable supervisor and business agent, and with the understanding that they will not be able to revert back to the nine (9) day fortnight rotation.

9.5 Employees hired by the CBE as of September 1, 2016 onward will have the following provisions regarding hours of work:

- a) The length of the work day shall be eight and one quarter (8 ¼) hours inclusive of two (2) fifteen (15) minute work breaks per shift, one before the meal break, and one after the meal break and exclusive of a thirty (30) minute meal break.

- b) The employees eight and one quarter (8 ¼) hour shift shall be worked between the hours of 7:00 a.m. and 3:45 p.m. The starting and finishing times of the shift may be adjusted to occur during a twelve (12) hour period starting at 6:00 a.m. All changes in shift hours shall be posted two (2) days prior to the shift being worked.

- c) Of the eight (8) earned days off up to four (4) days may be scheduled consecutively at any time throughout the calendar year. The remaining four (4) days shall be scheduled between the 1st of June and the 31st of August.

ARTICLE 10 - OVERTIME

- 10.1 Overtime shall be defined as work performed outside the hours specified in Article 9.

- 10.2 Two (2) times the employee's hourly rate shall be paid for all overtime. No employee shall be required to take time off in lieu of overtime pay.

- 10.3 Each employee called out from home will be paid a minimum two (2) hours overtime. Any subsequent calls prior to the Employee returning home or additional hours worked beyond the two (2) hours minimum shall not be subject to additional call out pay and will be compensated in accordance with clause 10.2.

- 10.4 In the matter of overtime the Board agrees to distribute such overtime as evenly as possible among the qualified employees. It is further understood that no overtime, travel time or mileage payment will be made for time or mileage beyond the corporate limits of the City of Calgary.

This overtime will be distributed by service area with the exception of large planned and scheduled projects where the time worked at the overtime rate will be in excess of 40 hours. For projects in excess of 40 hours all qualified employees will be invited to put their name forward to work the scheduled overtime. It is not the intent of this letter to penalize any employees that were on the project prior to the overtime.

- 10.5 The general holidays for which overtime rates are paid shall be those defined in Article 11.

ARTICLE 11 - GENERAL HOLIDAYS AND ANNUAL VACATIONS

11.1 The following shall be considered general holidays when occurring during the regular work week: 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 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. Any general holiday that is rescinded by the City of Calgary, the Government of Alberta or the Government of Canada shall, by that action, be deleted from this agreement. No deductions in the wages or salaries of any employee shall be made on account of the aforementioned holidays regardless of the same occurring during regular work periods.

11.2 When the general holidays designated in clause 11.1 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 off in lieu of the general holiday to be taken at a mutually agreed upon time between the employee and the supervisor.

11.3 Employees covered by this agreement shall be entitled to an annual vacation as follows:

After one (1) year:	120 hours
After five (5) years:	160 hours
After sixteen (16) years:	200 hours
After twenty-five (25) years:	240 hours

The anniversary date for vacation purposes is the date the employee commenced with the Board as an employee, subject to the following:

- a) Employees working within Facilities and Environmental Services prior to December 01, 1999 shall have previous continuous temporary time, with no break in service, recognized for calculation of vacation entitlements.
- b) Employees hired after December 01, 1999 shall have their vacation entitlement based on their years of service as a permanent employee. Service rendered after December 01, 1999 as a temporary

employee shall not be recognized for calculation of vacation entitlements.

- 11.4 The annual vacation entitlement of an employee who is absent from work, for a total number of working hours in a year exceeding 600 hours, shall be prorated and adjusted annually on December 31 to reflect such absences (see example). Absences related to Workers' Compensation Claims will not be included under this clause.

For example an employee who is entitled to 160 hours vacation and is absent for 640 hours during the work year, shall have his vacation entitlement prorated as follows:

$$640 \div 2080 \times 160 = 49.2 \text{ hours}$$
$$160 - 49 = 111 \text{ hours vacation entitlement remaining}$$

- 11.5 If a general holiday occurs during an employee's vacation period, another day with pay shall be given.
- 11.6 The Board and the Council may enter into agreements for the exchange of days at straight time for the purpose of extending time off in conjunction with general holidays or for creating extended weekends. Each such agreement shall pertain to a specific circumstance. Any agreement reached shall be planned three (3) months in advance of its occurrence.
- 11.7 If December 24 and/or December 31 and/or the day of Stampede Parade occur on a working day, employees who work that day shall receive four and one-half (4.5) hours off with pay or such lesser time as scheduled to work. The four and one-half (4.5) hours off for Stampede Parade must be scheduled off prior to the end of the calendar year.
- 11.8 In the event of a death or critical illness of a near relative during the employee's vacation clause 17.7 a) and clause 17.7 b) shall prevail.

ARTICLE 12 – GROUP BENEFIT PLANS

- 12.1 The group benefit plans refers to life insurance, accidental death and dismemberment, supplementary health benefits (hospitalization, major medical and vision care), dental plan, direct pay drug card and long term disability insurance as outlined in the applicable group insurance policies.

12.2 Participation in the plan shall be a condition of employment for all employees who commence employment.

12.3 The cost sharing of the group benefits plan between the Board and the employees shall be:

	<u>Board</u>	<u>Employee</u>
Life and Accidental Death and Dismemberment	100%	-
	<u>Board</u>	<u>Employee</u>
Supplementary Health Benefit	100%	-
Dental	100%	-
Long Term Disability	-	100%

12.4 The Board will administer the plan.

12.5 The Board and the Council agree that the Employment Insurance premium reduction has been shared, according to appropriate section(s) of the Employment Insurance statutes, through the increased benefits contained in this agreement, and that no further adjustment will be passed on to the employees.

12.6 Health Spending Account

12.6.1 Effective January of each year, the Board will contribute to the Health Spending Account an annual amount of \$800 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 employees who are actively at work, on maternity leave, on paid sick leave, on extended disability or on WCB.

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 st
February	\$667	March 1 st
March	\$600	April 1 st
April	\$533	May 1 st
May	\$467	June 1 st
June	\$400	July 1 st

July	\$333	August 1 st
August	\$267	September 1 st
September	\$200	October 1 st
October	\$133	November 1 st
November	\$67	December 1 st
December	\$800	January 1 st

- 12.6.2 Contributions to the Health Spending Account will be pro-rated for employees who occupy a position less than one full-time equivalent (1.0 FTE). The pro-rated amount will be determined once annually on the eligibility date defined above, and will not be adjusted due to changes in FTE throughout the year.
- 12.6.3 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.

ARTICLE 13 - ALBERTA HEALTH & WELLNESS

- 13.1 The Board shall contribute 100% of the cost of the applicable premium for all permanent employees, to the Alberta Health and Wellness, in accordance with the Alberta Health and Wellness plan, or its successor.
- 13.2 The 2007 premiums are identified as follows:
- | | |
|------------------------|------------------------|
| <u>Single</u> | <u>Family</u> |
| \$44.00/month/employee | \$88.00/month/employee |
- 13.3 If during the term of this document any of the preceding premium rates are more or less than those identified above, the Board shall pay the total amounts.

ARTICLE 14 - SUPPLEMENTATION TO THE WORKERS' COMPENSATION AWARD

- 14.1 If an 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 regular net pay. This supplement shall be paid by the Board while the employer, on behalf on the employee, receives compensation from The Workers' Compensation Board

or until the employee retires or reaches age 65 whichever comes first. Any benefit premiums waived by a benefit carrier will be applied toward the CBE supplementation.

ARTICLE 15 - LOCAL AUTHORITIES PENSION PLAN

- 15.1 All permanent employees shall participate in the Local Authorities Pension Plan, according to the requirements of the Plan, unless excluded by the conditions of that Plan.
- 15.2 Temporary employees are excluded from participation in the Local Authorities Pension Plan.
- 15.3 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 month's salary
After 15 years service - 2 months' salary
After 20 years service - 3 months' salary

ARTICLE 16 - SICK LEAVE

- 16.1 An employee shall be entitled to sick leave with pay, on the basis of sixteen (16) hours for each full month of employment in a calendar year. For the purpose of calculating sick leave, time on holidays, vacation, and approved leaves of absence of four (4) weeks, or less, will be counted. A certificate of illness signed by a qualified, registered doctor, dentist or chiropractor is required by the Board to support requests for sick leave with pay. Management may dispense with such certificates for an absence not exceeding five (5) working days if the employee presents a signed declaration setting forth the nature of such personal illness and that the period of illness necessitated the employee's absence. Employees who have been quarantined by the Public Health Authorities shall be entitled to pay under sick pay regulations.
- 16.2 a) Employees shall be entitled to accumulate sick leave with pay up to a maximum of sixteen hundred (1600) hours. Accumulated sick leave entitlement will be reduced by the number of hours or partial hours for which an employee receives sick leave with pay.

- b) For modified shifts, sick leave shall be pro-rated on an hourly basis.
- 16.3 An employee may be required to provide acceptable proof of illness for absence and for sick leave entitlements.
- 16.4 Where an employee on vacation
- a) requires hospitalization; or
 - b) suffers a serious illness, major surgery or an injury accident requiring a minimum of five (5) days medical convalescence, sick leave will be substituted for vacation leave.
- Proof of the medical condition which would have prevented an employee from carrying out the employee's regular duties, must be certified by the attending qualified doctor, dentist or chiropractor.
- 16.5 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. 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.
- 16.6 An employee who has been absent due to illness for thirty (30) or more calendar days shall 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 regular duties on a continuing basis. 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.
- 16.7 A rehabilitation program has been agreed to by the parties to provide proactive and early intervention of rehabilitation services to employees. This program is designed with clear processes making employees central to all decisions that may affect them and their recovery. An employee who is absent from work for more than ten (10) working days will be contacted by Employee Health Resource Centre (EHRC) to participate in this program. Changes to this program will be in collaboration with the Union.
- 16.8 In the event of the death of an employee, accrued sick leave benefits shall be paid to the beneficiary designated for the group life insurance plan.

ARTICLE 17 - LEAVE OF ABSENCE

- 17.1 Upon employee written application with at least (10) ten working days' notice, the employee shall be granted **(2.5) two and a half** paid personal leave days per calendar year. Personal leave shall not be carried over into the following calendar year.
- 17.2 Leave of absence without pay not exceeding one week at any time, may be granted by the appropriate supervisor. Leave of absence without pay exceeding one (1) week at any time, may be granted by the appropriate Director.
- 17.3 When it is necessary for an employee to make application for leave of absence to perform duties for any office in the employee's local union or in the parent Union, such request shall be dealt with promptly. The application must be made in writing through the Union to the appropriate Director for approval or otherwise. Such leaves shall be limited to the term of office, but not to exceed two (2) years, unless mutually agreed.
- 17.4 During the absence of any employee on special work of this nature, such employee shall retain seniority rights in their department with no decrease in status but without claims on any promotions affected during their absence on leave.
- 17.5 When an employee has been granted a leave of absence without pay exceeding four (4) weeks at any one time, maintenance of the group benefits plan, pension plan and any other premiums shall be conditional upon the employee paying the full cost of such benefits, in advance.
- 17.6 When an employee over-stays their leave of absence without permission of the Supervisor or Director, or their delegated authority, the employee may be terminated after due consideration by the Board.
- 17.7 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 spouse, including common-law spouse, grandparents, parents, brothers, sisters, children, and grandchildren of the employee or the employee's spouse, including common-law spouse.
- (a) 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.

- (b) On request an employee shall be allowed a maximum of three (3) days leave of absence with pay, to attend the funeral of a "near relative", if the funeral is in or near the City. An additional two (2) days shall be granted if further time is required for travel purposes.

- 17.8 Four (4) hours time off with pay shall be granted to one employee designated by the Supervisor for the purpose of attending the funeral of an employee from the same section of the department.
- 17.9 Considering the efficiency and safety of the operation, employees may be granted upon request sufficient time off without pay to attend the funeral of an employee.

ARTICLE 18 – PARENTAL LEAVES OF ABSENCE

18.01 Maternity Leave

- 18.01.1 An employee's position will be held for the employee for a maximum of seventy-eight (78) continuous weeks when the employee takes Maternity Leave, and Parental Leave.**
- 18.01.2 Upon request, an employee who has been employed for a minimum of ninety (90) days shall be entitled to maternity leave of absence for a period of up to twenty-six (26) weeks commencing on the date of the birth of the employees' child. Maternity leave may be comprised of health-related and non-health-related periods.**
- 18.01.3 An employee shall give the Board at least four (4) weeks written notice of their 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.**
- 18.01.4 A maternity leave shall commence on the date on which the employee is unable to work as a consequence of their pregnancy. The maternity leave shall not extend beyond twenty-six (26) weeks from the date of birth. Parental leave may be available pursuant to article 18.03.**
- 18.01.5 Notwithstanding clause 18.01.2 an employee may take up to thirteen (13) 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.

- 18.01.6** If a pregnancy ends in a miscarriage or stillbirth within sixteen (16) weeks of the estimated due date, the employee is entitled to maternity leave however not entitled to parental leave. The leave will end sixteen (16) weeks after its commencement.
- 18.01.7** Should an employee wish to continue participation in the benefit plans during maternity leave provided pursuant to clause 18.01.2, the premiums shall continue to be shared between the Board and the employee pursuant to Article 12 and 13 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.
- 18.01.8** Upon expiration of the leave provided pursuant to clause 18.01.2, the employee shall be reinstated in the position they 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.
- 18.01.9** During the health-related period of maternity leave, the employee shall accumulate sick leave and vacation time as per clauses 16.1 and 11.3. During the non-health-related period of maternity leave, an employee shall be ineligible for sick leave and vacation accumulation.
- 18.01.10** 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 18.01.11, 18.01.12 and 18.01.13.
- 18.01.11** Supplementary Employment Benefits will be paid without medical documentation other than that required pursuant to clause 18.01.3 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.
- 18.01.12** Continuation of Supplementary Employment Benefits beyond eight (8) weeks following the date of birth shall require a medical certificate pursuant to clause 16.5 of this agreement.

- 18.01.13** 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.
- 18.02** Adoption Leave
- 18.02.1** An employee's position will be held for the employee for a maximum of seventy-eight (78) continuous weeks when the employee takes Adoption Leave and Parental Leave.
- 18.02.2** Upon request, an employee who has been employed for a minimum of ninety (90) days shall be entitled to adoption leave without pay for a period of up to twenty-six (26) weeks commencing on the date the child is placed with the employee for the purpose of adoption.
- 18.02.3** 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 four (4) weeks 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.
- 18.02.4** Should an employee wish to continue participation in the benefit plans during adoption leave, granted pursuant to clause 18.02.2, the premiums shall continue to be shared between the Board and the employee pursuant to Article 12 and 13 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.
- 18.02.5** Upon expiration of adoption leave granted pursuant to clause 18.02.2, 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.

- 18.02.6** During the period of adoption leave, an employee shall not accumulate sick leave or vacation time.
- 18.02.7** 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.
- 18.03** Parental Leave
- 18.03.1** An employee's position will be held for the employee for a maximum of sixty-two (62) continuous weeks when the employee takes Parental Leave.
- 18.03.2** a) Upon request, an employee who has been employed for a minimum of ninety (90) days shall be provided parental leave without pay as an extension to maternity leave or adoption leave.
- 18.03.3** An employee who has not accessed maternity leave or adoption leave who has been employed for a minimum of ninety (90) days is entitled to a parental leave without pay of up to sixty-two (62) weeks within a seventy-eight (78) 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.
- 18.03.4** Where both parents are permanent employees of the Board and covered by this agreement, either or both parents may take the parental leave.
- 18.03.5** The employee shall provide the Board with at least four (4) weeks written notice prior to the requested parental leave.
- 18.03.6** Parental leave shall be at no cost to the Board.
- 18.03.7** While on parental leave of absence, an employee may access the Board's benefit plans at no cost to the Board.
- 18.03.8** 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.

- 18.03.9** During the period of parental leave, an employee shall not accumulate sick leave or vacation time.
- 18.04** Return To Duties Following Maternity, Adoption and Parental Leaves
- 18.04.1** 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 four (4) weeks prior to the scheduled end of the leave, confirming the employee's decision to return to duties.
- 18.04.2** 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.
- 18.04.3** Subject to clause 18.04.2, 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 sixty-two (62) weeks in duration by providing notice in writing at least four (4) weeks in advance of the return date.
- 18.04.4** 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 sixty-two (62) weeks by submitting notice in writing at least four (4) weeks in advance of the return date and providing a suitable position is available.
- 18.04.5** An employee who does not wish to resume employment following the scheduled maternity, adoption, or parental leave must give at least four (4) weeks written notice to terminate their employment.

ARTICLE 19 - VEHICLE ALLOWANCE

- 19.1** Each employee who is designated to use their personal vehicle as a means of transportation to work assignments at different locations during working hours, shall be paid fifty cents (50¢) per kilometer for the first five thousand (5000) kilometers and forty-five cents (45¢) per kilometer thereafter for each kilometer driven on Board business. Employees who are so designated, shall also be paid mileage from their first job site to the last job site, where such employees are required to report for the start of the work day to a 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.

- 19.2** It is agreed that should a vehicle or mileage allowance greater than those specified in clause **19.1** 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.

ARTICLE 20 - GRIEVANCE PROCEDURES

- 20.1** In the event of any alleged violation of the provisions of this agreement that affects an employee(s) of one Union within the Council, the applicable Union may discuss the concern(s) with the direct supervisor. The grievance will not be considered unless it is presented to the direct supervisor concerned, in writing, within fifteen (15) working days of the occurrence of the apparent cause that resulted in the alleged violation. The direct supervisor shall render a written decision within fifteen (15) working days of receipt of the written grievance. Should the direct supervisor not respond in writing within the fifteen (15) working days, the grievance shall proceed to the next step.
- 20.2** Failing satisfactory settlement under **20.1**, the grievance may be referred to the Director(s) of the applicable Department, or their delegated authority. If referred, the grievance must be submitted in writing, within fifteen (15) working days after receipt of the decision from the direct supervisor. The Director(s) or their delegated authority, shall render a decision, in writing, within fifteen (15) working days. Should the Director(s) not respond in writing within the fifteen (15) working days, the grievance shall proceed as per clause **20.4**.
- 20.3** In the event of any alleged violation of the provisions of this agreement that affects employees in more than one Union within the Council, the Council may discuss the concern(s) with the appropriate Director(s) of the applicable Department or their delegated authority. The grievance will not be considered unless it is submitted to the Director(s) or delegated authority in writing within fifteen (15) working days of the occurrence of the apparent cause that resulted in the alleged violation. The Director(s) or delegated authority shall render a decision in writing within fifteen (15) working days. Should the Director(s) not respond in writing within the fifteen (15) working days, the grievance shall proceed as per clause **20.4**.

- 20.4** Failing satisfactory settlement, the applicable Union (as per clause **20.2**) or the Council (as per clause **20.3**) may refer the grievance to the Superintendent Facilities and Environmental Services, or their delegated authority. If referred, the grievance must be submitted, in writing, within fifteen (15) working days after receipt of the decision of the Director(s) or their delegated authority. The Superintendent Facilities and Environmental Services or their delegated authority, shall render a decision, in writing, within fifteen (15) working days.
- 20.5** The above-mentioned times may be extended by the parties concerned, if mutually agreed.
- 20.6** Failing satisfactory settlement in **20.4**, the Council or applicable Union may refer the grievance to a single arbitrator. Where a grievance is referred to a single arbitrator, it must be submitted, in writing, to the Superintendent of Human Resources and copied to the HR Advisor of the Service Unit within fifteen (15) working days after receipt of the decision of the Superintendent Facilities and Environmental Services. Should the Council or applicable Union not refer the grievance within the fifteen (15) working days, the grievance shall be considered terminated. The appointment of a single arbitrator shall be by mutual consent of the Board and the Council or applicable Union. Failing agreement between the parties, the appointment shall be made by the Director of Mediation Services. The decision of the single arbitrator shall be final and binding on both parties. The arbitrator shall not change, modify or alter any of the terms of this agreement.
- 20.7** As an alternative to a single arbitrator, the parties may by mutual agreement choose to refer a grievance to an arbitration board. Where a grievance is referred to an arbitration board, it must be submitted in writing to the Superintendent of Human Resources and copied to the HR Advisor of the Service Unit within fifteen (15) working days after receipt of the decision of the Superintendent Facilities and Environmental Services or their delegated authority. Should the Council or applicable Union not refer the grievance within the fifteen (15) working days, the grievance shall be considered terminated. The arbitration board shall consist of one member to represent each of the respective parties to the grievance, and the two members so appointed shall meet and endeavor to select an independent chairman within five (5) working days. Failing to agree on the selection of an independent chairman within five (5) working days, they shall request the Director of Mediation Services to appoint an independent chairman. The majority decision of the said arbitration board shall be final and binding on both parties. The arbitration board shall not change, modify or alter any of the terms of this agreement.

20.8 All grievances between the Board and the Council or applicable Union shall be settled without stoppage of work or refusal to perform work.

20.9 In the case of a single arbitrator, the fees and expenses shall be divided equally between the parties. The expenses of the members of the arbitration board shall be paid as follows: The Council or applicable Union and the Board shall pay any fees and expenses of their respective representatives, and the fees and expenses of the chairman shall be divided equally.

ARTICLE 21 - CONTRACTING OUT

21.1 If one or more Unions comprising the Council produces evidence to the Board that a contractor of maintenance work with the Calgary Board of Education, applicable to the Unions, is not adhering to the specifications regarding wages, and conditions in the contract agreement, the Board will deal with the situation as it arises.

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

21.3 Employees covered by this agreement shall not be allowed to contract, sub-contract, or do piece work for the Board.

ARTICLE 22 - UNION OFFICER RIGHTS

22.1 The appropriate Director shall be informed by each Union comprising the Council of current appointments of Union Officers, Business Agents and Shop Stewards in each work area.

22.2 No Union or Council activity shall take place on Board property or at work sites during working hours without prior permission being granted in each case by the appropriate management representative for that work area and such permission shall not be arbitrarily withheld.

ARTICLE 23 - CHECK-OFF

23.1 The Board agrees to monthly check-off of normal union dues and to the monthly check-off of dues under the Rand Formula for non-union trade

personnel. Check-off funds are to be forwarded to the applicable union prior to the fifteenth of each month.

ARTICLE 24 - APPRENTICES

24.1 Apprentices shall be employed in accordance with the provisions of "The Alberta Apprenticeship and Industry Training Act" and the appropriate regulations made pursuant to the Act which govern the conditions of employment for apprentices in the applicable trade.

24.2 Apprentices may be called in to the Board to work for a specific term of employment without commitment to job security for the duration of the apprenticeship program, or for a continuing contract, upon completion of the apprenticeship program.

It is not intended that apprentices will replace, over the long term, permanent employees.

24.3 The Board reserves the right to recall, on a preferential basis, an apprentice who has been employed with the Board within the previous twelve (12) months.

ARTICLE 25 – ALLOWANCES

25.1 All employees who wear approved safety footwear shall be entitled to a safety footwear allowance of two hundred dollars (\$200.00) per year. This allowance shall be payable in the pay period that includes June 1 of each year.

25.2 Each employee, who as a requirement of their job, is designated to provide a way to move personal tools between work sites shall be paid an allowance of \$70.00 per month.

25.3 Each employee who is designated to be responsible for storage, transportation, care (loading and unloading) of CBE tools and/or materials outside of CBE property shall be paid an allowance of \$50.00 per month.

25.4 **Each employee shall be entitled to a clothing allowance of three hundred dollars (\$300.00) per year. This allowance shall be payable in the pay period that includes June 1 of each year.**

The allowance for the first part of 2019 prior to June 1 will be paid effective upon ratification of this collective agreement.

- 25.5** Should any employee designated to receive the above allowance(s) 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(s) from the 161st hour until the employee returns to their designated duties.
- 25.6** Designation shall be in writing and may be terminated at any time.

ARTICLE 26 – SERVICE AWARD

- 26.1** An annual service award of three hundred dollars (\$300.00) will be paid to employees on staff as of December first of each year, and who have been employed by the Board for a period of not less than fifteen (15) continuous years. This allowance shall be paid by December 15 of each year.

**THE CALGARY BOARD OF EDUCATION
&
THE BARGAINING COUNCIL OF THE CBE CONSTRUCTION
AND SKILLED MAINTENANCE TRADES UNIONS**

LETTER OF UNDERSTANDING # 1

**TERMS AND CONDITIONS OF EMPLOYMENT FOR TEMPORARY
EMPLOYEES**

This Letter of Understanding stipulates the terms and conditions of employment for temporary employees. It is understood that only those stated Articles, Clauses and Appendices of the Collective Agreement and other provisions stated in this Letter of Understanding apply to temporary employees.

1. Articles and Clauses of the Collective Agreement

1	Purpose
2	Term of Agreement
3	Recognition
4	Definitions
5	Management Rights
6.1, 6.3	Coverage
7.7	Employment
10.1, 10.2, 10.3	Overtime
18	Car Allowance
19	Grievance Procedure (applicable to articles, clauses, appendices and conditions outlined in this Letter of Understanding)
21	Union Officer Rights
22	Check-Off
23	Apprentices
24.2, 24.3, 24.4, 24.5	Allowances
Appendices	Temporary Employee Wage and Benefit Schedule, Jurisdiction and Working Conditions

2. Hours of Work and Shift Work

- a) **Employees employed by the CBE prior to August 31, 2016 will be designated to work a nine (9) day fortnight rotation with the following provisions:**
- i) Employees, where designated, shall work nine (9) days in each fortnight, with one work week consisting of four (4) days of work with three (3) days off and the second work week consisting of five (5) days of work with two (2) days off.
 - ii) The work schedule shall be established to ensure that the operational requirements are maintained.
 - iii) Following three consecutive days off (i.e. Saturday, Sunday and a general holiday), employees shall be required to work on the day following the general holiday. If the general holiday was to have been their earned day off (EDO), the employee will receive a credit of a day in lieu of the general holiday. The maximum time an employee may accumulate is the equivalent of five (5) working days in lieu of general holidays.
 - iv) The length of the work day shall be nine (9) hours inclusive of two (2) fifteen (15) minute work breaks and exclusive of a thirty (30) minute lunch break commencing at 12:00 noon unless otherwise designated for emergency reasons. One day each pay period shall be eight (8) hours long. Employees shall be paid for eighty (80) hours in each bi-weekly pay period.
 - v) The normal daily shift of employees shall be that shift where hours of work are between 7:00 a.m. and 4:30 p.m. The starting and finishing times of the normal daily shift may be adjusted to occur during a twelve (12) hour period starting at 6:00 a.m. All changes in shift hours shall be posted two (2) days prior to the shift being worked.
 - vi) In emergency situations, an employee may be called into work on their earned day off. The employee will be compensated with a straight time lieu day the following Monday, unless another day is mutually agreed to.
 - vii) The Board wishes to have the flexibility to change the employee's earned day off from Friday to Monday for reasons of operational efficiency (e.g. to do work in schools on professional development days). Employees will be requested to change their E.D.O. on a voluntary basis on being given five (5) days' notice. Where the

change in E.D.O. cannot be obtained on a voluntary basis, management will be able to assign the change. Employees whose E.D.O. is changed will be compensated with a straight time lieu day the following Monday, unless another day is mutually agreed to.

- viii) Employees employed by the CBE on or previous to August 31, 2016 can choose to switch to the hours of work as outlined in LOU #1 2 b) after a joint meeting with their applicable supervisor and business agent, and with the understanding that they will not be able to revert back to the nine (9) day fortnight rotation.

- b) Employees hired by the CBE as of September 1, 2016 onward will have the following provisions regarding hours of work:

- i) The length of the work day shall be eight (8) hours inclusive of two (2) fifteen (15) minute work breaks per shift, one before the meal break, and one after the meal break and exclusive of a thirty (30) minute meal break.
- ii) Employees shall be paid fifteen (15) percent above the applicable rate for all hours worked on alternate shifts.
- iii) Except in cases of extreme emergency employees shall be entitled to an eight (8) hour break between shifts or between the conclusion of required overtime prior to the commencement of the employee's next regular shift. Where the eight hour break coincides in whole or in part with the employee's next regular shift, the employee shall be paid for the entire shift providing the employee works the remaining hours on their regular shift following the eight (8) hour break.

3. Salary Administration

- a) Payday shall be every second Tuesday. With each pay day, 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 Monday.
- b) Employees shall be paid in accordance with the applicable rates of pay in each Trade specific Appendix.

4. Vacations and General Holidays

- a) Employees shall receive 6% of their gross earnings to cover annual vacation and 4% of their gross earnings to cover general holiday pay, to be paid each payday.
- b) 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 on general holidays shall be in accordance with 2 (a).
- c) The general holidays for which overtime rates are paid shall be those defined in 3(b).
- d) Employees who work on the day of Stampede Parade, Christmas Eve, or New Year's Eve, shall receive a half day off (4.5 hours under the nine day fortnight schedule) with pay or such lesser time as scheduled to work provided that the day is a regularly scheduled work day.

5. Recruitment and Layoff of Temporary Employees

At the point of hire, the employer shall provide the employee and the applicable union with the following information:

- Employee name (Union only)
- Position hired for
- Rate of pay
- Duration of employment (start and end date)

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

6. Other

- a) All employees in the trade shall be cleared through the applicable Union office.

- b) Vacancies for permanent positions shall be filled by temporary employees, or former employees who meet the conditions for permanency and on the basis of qualifications, ability and length of service. Former employees are defined as those who have had work experience with the CBE within the last twelve (12) months.

On behalf of
The Calgary Board of Education

On behalf of
The Bargaining Council

Date

Date

**THE CALGARY BOARD OF EDUCATION
&
THE BARGAINING COUNCIL OF THE CBE CONSTRUCTION
AND SKILLED MAINTENANCE TRADES UNIONS**

LETTER OF UNDERSTANDING #2

LAYOFF ALLOWANCE

This letter represents an understanding reached between the Calgary Board of Education and the Council regarding layoff allowances.

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 month's salary
After 15 years service:	2 months' salary
After 20 years service:	3 months' salary

Payment of this allowance is subject to Article 7 – Employment and is based on the following conditions:

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

On behalf of
The Calgary Board of Education

On behalf of
The Bargaining Council

Date

Date

**THE CALGARY BOARD OF EDUCATION
&
THE BARGAINING COUNCIL OF THE CBE CONSTRUCTION
AND SKILLED MAINTENANCE TRADES UNIONS**

LETTER OF UNDERSTANDING #3

RETIRED EMPLOYEES' BENEFIT PACKAGE

The Calgary Board of Education Retired Employees' Benefit Package for all eligible employees covered by the Bargaining Council Collective Agreement, will continue to be available as outlined in this Letter of Understanding.

Employees 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 65th birthday.

The cost sharing of the premiums for this package, at the time of retirement until age sixty-five (65), for employees who retire on or after January 1, 2011 is as follows:

Length of Service	% Paid by Board	% Paid by Retiree
10+ years	0%	100%

The provisions of this letter are intended to remain in force beyond the expiry date of the **September 1, 2018 to August 31, 2021** Collective Agreement between the Calgary Board of Education and the Bargaining Council.

On behalf of
The Calgary Board of Education

On behalf of
The Bargaining Council

Date

Date

**THE CALGARY BOARD OF EDUCATION
&
THE BARGAINING COUNCIL OF THE CBE CONSTRUCTION
AND SKILLED MAINTENANCE TRADES UNIONS**

LETTER OF UNDERSTANDING #4

Article 12 – Group Benefit Plans

In reference to clause 12.2, 12.3 and 12.4 the Board agrees to administer the Long term Disability (LTD) Insurance Plan by terminating an employee's LTD coverage and premium payments 90 calendar days prior to his/her 65th birthday. The rationale for the termination of payment prior to the 65th birthday is that an active employee would not qualify for LTD coverage within 90 days of his/her 65th birthday based on the plans qualifying period.

This practice will take effect no sooner than September 1, 2016 and will remain in effect provided the Board continues to maintain a contract with a benefit provider who agrees to continue administering the LTD premiums in this manner.

On behalf of
The Calgary Board of Education

On behalf of
The Bargaining Council

Date

Date

**THE CALGARY BOARD OF EDUCATION
&
THE BARGAINING COUNCIL OF THE CBE CONSTRUCTION
AND SKILLED MAINTENANCE TRADES UNIONS**

LETTER OF UNDERSTANDING #5

RECRUITMENT PRACTICE

This letter represents an understanding reached between the Calgary Board of Education and the Trades Bargaining Council.

It is the intention of both parties to develop and administer recruitment practices that adhere to the following principles.

- Recruitment practices are consistent between the CBE and the five members comprising The Bargaining Council of the CBE Construction and Maintenance Skilled Trades Union.
- Recruitment decisions are based on the CBE's ability to select the most highly qualified and best-suited candidates for all trades positions. Information gathered through interview, reference checks and verification of certificates/qualifications will inform the recruitment decision.
- The provisions of the Collective Agreement are honored and reflected in the recruitment practice.
- The recruitment practices are clearly defined, documented and supported by all parties.

READY TO HIRE POOL

In order to support the expeditious hiring of both permanent and temporary employees, the parties agreed to pilot a 'ready to hire pool' process for the duration of this agreement.

- **Qualified candidates will be onboarded to the CBE system but are not entitled to any of the provisions of this Collective Agreement unless transferred to a temporary or permanent position**

- **Once a temporary or permanent position is available, and there are no available candidates as per clause 7.3 and LOU #1, 6b), the position will be offered to candidates in the ready to hire pool**
- **Employees will return to the ready to hire pool upon completion of their temporary position**

On behalf of
The Calgary Board of Education

On behalf of
The Bargaining Council

Date

Date

**THE CALGARY BOARD OF EDUCATION
&
THE BARGAINING COUNCIL OF THE CBE CONSTRUCTION
AND MAINTENANCE SKILLED TRADES UNIONS**

LETTER OF UNDERSTANDING #6

WORK FORCE REDUCTION STRATEGY

This letter represents an understanding reached between the Calgary Board of Education and the Trades Bargaining Council.

When the CBE determines the potential for workforce reduction and lay-off exists, the CBE will identify the potential reduction and employees identified for lay-off to the applicable Union Business Agent / Manager. Should the potential reduction involve more than one Union, the CBE shall meet with the Chair of the Bargaining Council and the applicable Union Business Agent(s) /Manager(s) prior to implementing the reduction and issuing layoff notices. It is recognized the CBE cannot guarantee the continuation of a specific position or job, however, by acting proactively the CBE and Union representatives will explore options to reduce the impact on the Bargaining Council and the affected employees.

On behalf of
The Calgary Board of Education

On behalf of
The Bargaining Council

Date

Date

**THE CALGARY BOARD OF EDUCATION
&
THE BARGAINING COUNCIL OF THE CONSTRUCTION AND MAINTENANCE
SKILLED TRADES UNIONS**

LETTER OF UNDERSTANDING #7

ENHANCEMENT OPPORTUNITIES

This letter represents an understanding reached between the Calgary Board of Education and the Bargaining Council of the Construction and Maintenance Skilled Trades Union. The Calgary Board of Education is committed to maintain or increase the Bargaining Council of the Construction and Maintenance Skilled Trades Union F.T.E's to August 31, 2017. The specific bargaining unit FTE's are identified below:

- United Brotherhood of Carpenters & Joiners of America, Local No. 2103 – **18 FTE**
- International Brotherhood of Electrical Workers, Local Union 254 – **25 FTE**
- International Union of Painters & Allied Trades Local No, 177 – **16 FTE**
- United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States & Canada, Local Union No. 496 – **22 FTE**
- Sheet Metal Workers' International Association Local Union No.8 – **6 FTE**

The Employer will inform the Bargaining Council of the Construction and Maintenance Skilled Trades Union of any adjustments to the above FTE numbers based on the upcoming budget year in 2019/2020, at which time the provisions of LOU #7 – Work Force Reduction Strategy will apply.

Facilities and Environmental Services will invite Business Agents representing The Bargaining Council of the CBE Construction and Maintenance Skilled Trades Union to participate in discussions pertaining to the CBE's future plans regarding single maintenance trades activities. These discussions will focus on exploring what opportunities may be provided to use bargaining unit members for project specific work to be carried out by the respective unions. It is understood that decisions related to the assignment and allocation of work rests with the management of the CBE and is determined by considerations including, but not limited to budget constraints,

acceptance of competitive market conditions, supervisory capacity, timing, size and scope of specific work, complexity of defined work.

On behalf of
The Calgary Board of Education

On behalf of
The Bargaining Council

Date

Date

Appendices

United Brotherhood of Carpenters & Joiners of America, Local No. 2103

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APPENDIX “A-1”

United Brotherhood of Carpenters & Joiners of America, Local No. 2103

PERMANENT EMPLOYEE WAGE AND CLASSIFICATION SCHEDULE

A) Classifications and Wage Rates

	Effective Date	Hourly Rate
Journeyman Carpenter	February 1, 2015	\$38.19
Breakout Carpenter	February 1, 2015	\$38.95

The apprentice rate of pay will be based on the permanent journeyman rate of pay.

B) Foreman Rates

Sub-Foreman	6.25% per hour above journeyman rate.
Foreman	12.5% per hour above journeyman rate.
General Foreman	18% per hour above journeyman rate.

- C) The Employer shall contribute \$0.01 to the Alberta Carpenters Training and Apprenticeship Competition Fund effective February 1, 2006. The said contribution shall be remitted in respect to each and every hour an employee works. Such contributions are to be made solely by the employer.

*The Parties agree to a wage and compensation re-opener for the last 12 months of the term of this agreement, **September 1, 2020 to August 31, 2021**. 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.*

APPENDIX “A-2”

1. WAGE RATE:

	Hourly Rate
February 1, 2015	\$ 36.28

2. BENEFITS

2.1 Benefit Trust Fund

The Board shall contribute an amount of one dollar and sixty cents (\$1.60) per hour for every hour worked by all temporary employees to the Carpenters’ Insurance Benefit Trust Fund. The Board shall forward the contributions to the Carpenters’ Insurance Benefit Trust Fund by the fifteenth day of the following month, accompanied by a report of particulars on a report form approved by the Trustees of the Benefit Trust Fund.

2.2 Pension Plan

The Board shall contribute an amount of three dollars and sixty-two cents (\$3.62) per hour for every hour worked by all temporary employees covered by the Carpentry Worker’s Pension Plan of Alberta. The Board shall forward the contributions to the Alberta Regional Council of Carpenters and Allied Workers Local Union, 2626 – 23 Street NE, Calgary, T2E 8L2 a report of particulars on a report form approved by the Trustees of the Carpentry Workers’ Pension Plan of Alberta. When the Board is required to contribute to the Local Authorities Pension Plan on behalf of an employee, the Board shall cease to contribute to any other pension plan on such employee’s behalf.

2.3 Changes to Contribution Rates

During the term of this Agreement, any required increase in the contribution rate, from that indicated for the above noted plans, upon notification to the Board and upon such effective date, shall be deducted in a like amount as a payroll deduction defined above, and remitted as an employer deduction, for those employees for whom contributions are required. All notifications of contribution rate changes must be made in writing. Changes in contribution rates will come into effect the month following ratification.

2.4 The Employer shall contribute \$0.10 to the Alberta Carpenters Training and Apprenticeship Competition Fund. The said contribution shall be remitted in

respect to each and every hour an employee works. Such contributions are to be made solely by the employer.

2.5 Supplemental Dues

The Board will automatically deduct from each employee's wages, a dues supplement in the amount of 2.25 % for each and every hour worked by all employees working under the terms of this Agreement, and such deduction shall be forwarded to the Financial Secretary of the respective Local Union and/or District Council by the fifteenth (15) day of the following month.

APPENDIX "A-3"

JURISDICTION AND WORKING CONDITIONS

1. Carpentering shall include all woodworking in connection with, or incidental to, the construction, erection, altering, remodelling, or renovation of any building or structure or part thereof, fixing or replacing temporarily or permanently, lumber of all kinds or substitutes thereof, such as wall board, all forming, framing, flooring wood and finishing, the new installation of related hardware, basketball equipment, blackboards, wood, metal or plastic doors.
2. The tools of a carpenter starting a new job shall be in good condition and shall be kept so on Board time.
3. If the use of a patent mitre box or power machines for the better carrying on of carpentry is desired, they shall be supplied by the Board and operated by a carpenter.
4. Labourers employed where carpentry work is being performed shall be confined to work that does not require the use of carpentry tools, with the exception of the claw hammer and claw bar, which must not be used by them for nailing.
5. A suitable waterproof, lock-fast place shall be provided by the Board for the carpenters' tools only. This is to be heated in cold weather.
6. The Board shall see that suitable sanitary arrangements are provided; also sufficient heated accommodation will be provided for a lunchroom.
7. Carpenters ordered by the Board from the Union office and appearing on the job with a Referral Slip and not put to work shall be paid two (2) hours' pay.
8. The Board agrees to hire members of the Alberta & Northwest Territories (District of Mackenzie) Regional Council of Carpenters and Allied Workers Local Union 2103, and the holder of a Certificate of Qualification, or who can show proof of application for a Carpenter's Certificate of Qualification issued by the Apprenticeship Board of the Province of Alberta, as long as the Local Unions are able to supply the needs of the Board. All employees not members of the Union hired by the Board shall, if acceptable to the Union, apply for a Certificate of Qualification and become members of the Union within a maximum of fifteen (15) days from the date of employment and remain members in good standing so long as they are employed by the Board.
9. Union membership preference will be given by the Union to Board employees to cover instances of transfers within Facilities and Environmental Services.

APPENDIX "B-1"

International Brotherhood of Electrical Workers Local Union 254

PERMANENT EMPLOYEE WAGE AND CLASSIFICATION SCHEDULE

1. Journeyman Electrician, Electronic Technician and Communication Electrician

Effective Date	Hourly Rate
February 1, 2015	41.18

The apprentice rate of pay will be based on the permanent journeyman rate of pay.

2. Foreman rates shall be increased by a percentage of the journeyman electrician's rate indicated as follows:

Journeyman Sub-Foreman	6.25% per hour above the permanent journeyman rate.
Journeyman Foreman	12.5% per hour above the permanent journeyman rate.
General Foreman	18% per hour above the permanent journeyman rate.

3. The Network Cabling Coordinator rate shall be increased by a percentage of the journeyman electrician's rate indicated as follows:

Network Cabling Coordinator	12.5% per hour above the permanent journeyman rate.
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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, 2020 to August 31, 2021**. 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.*

APPENDIX “B-2”

International Brotherhood of Electrical Workers Local Union 254

1. Hourly Wage Rates

	Effective Date	Hourly Rate
Journeyman Electrician	February 1, 2015	39.12

2.(a) Insurance Benefit Plan

Effective the month following ratification, the Board shall contribute an amount of two dollars (\$2.00) per hour for every hour worked by all temporary employees to the Electrical Industry Insurance Benefit Trust Fund of Alberta. The Board shall forward the contributions to the Electrical Industry Health and Welfare Fund, by the fifteenth day (15th) of the following month, accompanied by a report of particulars on a report form approved by the Trustees of the Trust Fund.

(b) Pension Plan

Effective the month following ratification the Board shall contribute an amount of six dollars and thirty-five cents (\$6.35) per hour for every hour worked by all temporary employees to the Electrical Industry Pension Fund of Alberta. The Board shall forward the contributions to the Electrical Industry Pension Fund, by the fifteenth (15th) day of the following month, accompanied by a report of particulars, on a report form approved by the Trustees of the Pension Fund. When the Board is required to contribute to the Local Authorities Pension Plan on behalf of an employee, the Board shall cease to contribute to any other pension plan on such employee's behalf.

(c) Changes in Contributions

During the term of this agreement, any required increase in the contribution rate from that indicated for the above noted plans, upon written notification to the Board and upon such effective date, shall be deducted in a like amount as a payroll deduction defined in Appendix B for those employees that contributions are required to be made.

APPENDIX “B-3”

International Brotherhood of Electrical Workers Local Union 254

JURISDICTION AND WORKING CONDITIONS

1. *Certified electrical workers of Facility Maintenance Services, when performing work normally done by the Board, shall do all wiring and installing of conduit to all signal systems, light in buildings, either temporary or permanent, and repairs to same, repairs to and wiring of motors, repairs to electrical tools, installations of all heating and refrigeration, air-conditioning and related electrical controls and control systems, all channeling and cutting made necessary by the introduction of the foregoing.
2. *Certified Radio, Television, Communications, Sound, Electronic Technicians and Communication Electricians, shall maintain, fabricate and install P.A. Systems, Intercom Systems, House Telephone Systems, T.V. Antenna Systems, Audio-Visual Systems, Electronics Teaching Systems, Hearing-Aid Systems, Radios, Record Players and Changers, T.V. Sets, Electronic Test Equipment, Tape-Recorders and associated equipment, Program Clocks and Projectors.

*As defined in the Apprenticeship and Industry Training Act and the Regulations governing the Certification of Electrical Workers, and/or under the Electrical Protection Act.

3. There shall be at least two (2) journeymen working together on high voltage circuits. In case of trouble, however, one journeyman may be sent out alone to watch until another can be obtained.
4. a) The Board agrees to hire qualified maintenance tradesmen who are members of The International Brotherhood of Electrical Workers, Local 254, as long as the union can supply the needs of the Board. All employees not members of the Union, shall apply to become members of the Union within a maximum of fifteen (15) days from the date of employment and remain members in good standing so long as they are employed by the Board.
- b) The Board has the right to recall members of The International

Brotherhood of Electrical Workers, Local 254, who have previously held the positions of permanent or temporary employees.

- c) All employees must have union dues check-off referral prior to commencement of employment.
5. Vacancies for permanent positions shall be filled by temporary employees who are members of Local Union 254, International Brotherhood of Electrical Workers. The most senior, qualified, interested person shall be given first opportunity for permanent status.
6. A control technician shall be a journeyman who has taken courses designated by the Board and who is designated by Management, and who replaces and repairs all heating and refrigeration, air conditioning and related electrical controls and control systems.
7. A Network Cabling Coordinator is a journeyman electrician who plans, coordinates and facilitates the installation of data network cabling throughout sites within the Calgary Board of Education.
8. Employees are to supply tools as per the tool list. Such tools are subject to verification by the employer upon employment during regular working hours in the presence of the employee.
9. The employee's personal tools shall be in good condition when they hire on to the job, and they shall be maintained and kept in good condition by the employee.
10. Journeyman and Apprentice Electricians shall supply the following tools:
 - 1 Hammer
 - 1 Hacksaw Frame
 - 1 Keyhole Saw
 - 1 10" Level
 - 1 10' Measuring Tape
 - 3 Assorted Screwdrivers
 - 1 Combination Square
 - 1 Socket Screwdriver No. 6
 - 1 Socket Screwdriver No. 8
 - 1 Socket Screwdriver No. 10
 - 1 Centre Punch
 - 1 Tap Wrench
 - 1 6" Adjustable Wrench

- 1 10" Adjustable Wrench
- 1 10" Waterpump Pliers
- 1 8" Linemen's Pliers
- 1 Diagonal Cutting Pliers
- 1 Needle Nose Pliers
- 1 Knife
- 1 Cold Chisel (1/2" by 6")
- 1 Wood Chisel (1/2")
- 1 Tool Box
- 1 Small Set Hexagon Wrenches (Allan)

APPENDIX "C-1"

International Union of Painters & Allied Trades Local No. 177

PERMANENT EMPLOYEE WAGE AND CLASSIFICATION SCHEDULE

A.) Hourly base wage rates and adjustments:

Classifications	Hourly Rate September 1, 2015
Painting and Paperhanging (Certificated)	\$ 35.80
Spray Painting (Certificated)	\$ 37.76
Qualified Glass & Metal Mechanic (Journeyman)	\$ 36.79
Uncertificated Glazier	\$ 34.43
Glazier Helper	\$ 26.71
Graffiti Removal	\$ 37.76

The apprentice rate of pay will be based on the permanent journeyman rate of pay.

B) Foreman rates shall be increased by a percentage of the journeyman painter's rate indicated as follows:

Journeyman Sub-Foreman	6.25% above journeyman rate.
Journeyman Foreman	12.5% above journeyman rate.
General Foreman	18% above journeyman rate.

Altitude rate: for work performed at or above forty (40) feet above grade or from base of operations, 75 cents per hour above standard rate. Swing Stage and bosun's chair work: 100 feet to ground level, 75 cents above standard rate.

*The Parties agree to a wage and compensation re-opener for the last 12 months of the term of this agreement, **September 1, 2020 to August 31, 2021**. 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.*

APPENDIX "C-2"

International Union of Painters & Allied Trades Local No. 177

1) HOURLY BASE WAGE RATE

Classification	February 1, 2015
Painter	\$ 34.01
Glazier	\$ 34.95

2) BENEFITS

2.1 Health and Welfare

The Board shall contribute an amount of one dollar and seventy-five cents (\$ 1.75) per hour for every hour worked by all temporary employees to the International Union of Painters and Allied Trades, Local Union 177 Welfare Trust Fund. The Board shall forward the contributions to the International Union of Painters and Allied Trades, Local Union 177 Benefit Trust Fund by the fifteenth day of the following month, accompanied by a report of particulars on a report form approved by the Trustees of the Welfare Trust Fund.

2.2 Pension Plan

The Board shall contribute an amount of three dollars (\$3.00) per hour for every hour worked by all temporary employees to the International Union of Painters and Allied Trades, Local Union, 177 Pension Trust Fund. The Board shall forward the contributions to the International Union of Painters and Allied Trades, Local Union, 177 Benefit Trust Funds by the fifteenth (15th) day of the following month, accompanied by a report of particulars, on a report form approved by the Trustees of the Pension Fund. When the Board is required to contribute to the Local Authorities Pension Plan on behalf of an employee, the Board shall cease to contribute to any other pension plan on their behalf.

- 2.3 During the term of this agreement, any required increase in the contribution rate, from that indicated for the above noted plans, upon written notification to the Board and upon such effective date, shall be deducted in a like amount as defined in Appendix C-2 as a payroll deduction, and remitted as an employer deduction, for those employees that contributions are required to be made.

3. JOINT TRADE BOARD

- 3.1 The Board shall participate in the activities of the Industry Trade Boards established under the provisions of the Alberta Provincial Painting and Allied Trades Agreements in matters pertaining to apprenticeship, trade promotion, qualification and upgrading, designation of the trade under the Alberta Apprenticeship and Industry Training Act, ethics, study of modern trends in the industry, and other matters of mutual interest concerning the Trades but not including any activities related to grievance processing or the administration or application of this Agreement.

- 3.2 To finance such participation there will be a contribution of ten cents (\$.10) per hour for every hour worked, paid by the Board.

This money is to be reported on the appropriate forms and forwarded for deposit with the fund set up under the authority of the applicable Trade Board, such remittance to be made no later than the fifteenth day of the month following the month for which the remittance is made.

- 3.3 The Trade Boards will have full authority to administer this fund in all respects.

- 3.4 A financial statement is to be published annually by the International Union of Painters and Allied Trades, Local Union 177 Training Trust Fund and made available to the Board, upon request.

APPENDIX "C-3"

International Union of Painters & Allied Trades Local No. 177

JURISDICTION AND WORKING CONDITIONS

1. PAINTERS

This Agreement shall cover the following scope of work, and shall include all employees engaged in:

1.1 PAINT

The application and/or removal of protective and/or decorative coatings which might be referred to as paints, which in the general sense are: paints, stains, varnishes, which are applied in the same manner as paints, or plastics or mastics, hypalon coatings, fibreglassing and all other materials used in the various branches of the trade, the application and/or installation of Seamless Floors.

1.2 WALL, ETC. COVERING

The hanging of all wall, etc. coverings applied with paste or other adhesive such as papers, cotton, muslins, burlap, grass-cloth, vinyl sheetings, cambric-backed **wood** veneer wall, etc. coverings and all other walls, etc. coverings. The application of gold and silver leaf, the hanging of decorative fabrics, such as damask, etc.

1.3 PREPARATION

All incidental preparatory work necessary to carry out work as outlined above such as patching small defects in surfaces, puttying, rubbing, sandblasting, pickling, bleaching, buffing, flame cleaning, application of cleaning liquids, rust inhibitors, taping, the protection of property and traffic, and work including the use of miscellaneous hand and power-driven tools pertaining to the trade. This includes operation of equipment necessary to perform work as outlined in the Trade Scope of Work. In all scaling, manual scraping, covering surfaces for their protection from paint, as it applies to the trade the erection of scaffolding for gaining access to painting work and sanding, the painters may be assisted.

1.4 SPECIAL COATINGS

Permanent type coating systems having the following distinguishing characteristics:

- (a) Multi-coat system producing a finished dry film thickness of not less 20 mils.
- (b) Obtaining special decorative features by incorporating rock aggregate, marble chip, plastic chips, coloured ceramic granules, sound absorbing particles, reinforcing fibreglass, etc.
- (c) All having published tests in reference to the following: incombustibility, chemical resistance, exceptional durability eliminating deterioration due to oxidation, moisture and ultra violet exposure, abrasion resistance, elasticity, etc.
- (d) Applied only by factory trained franchised applicators.

Listed under this scope of coatings are the following:

- (a) Epoxies - 2 component catalyst cured - 8 - 10 mil dry film thickness exclusive of filler coats.
- (b) Vinyl acrylics - interior, exterior - textured.
- (c) Vinyls.
- (d) Neoprene - Hypalon.
- (e) Exposed aggregate coatings.
- (f) Textured coatings using polyurethanes, rubber, vinyl, acoustical particles.
- (g) Clear, natural and pigmented sealants where supplied only by franchise manufacturers.
- (h) Cementitious coatings where supplied only by franchise manufacturers.

That no employee shall be required to work with any material containing Epoxies, Polyurethanes, Neoprene, Hypalon, unless all of the following conditions are met:

- (a) That the employer fully informs the employee of the material involved, the dangers of such material, the proper conditions under which it may be applied and every safety precaution shall be taken for the better of our members' health, and
- (b) That the employer furnish employees with all protective devices and clothing recommended by the Local and Provincial authorities or a reputable laboratory, including outer garments, air respirators and hoods, where indicated, protective creams and adequate water, and

- (c) That the employer post the area to be worked with signs indicating the hazards involved in the use of the materials, and
- (d) That no employee shall be required to apply such materials unless all of the conditions of this Agreement are met.

2. GLAZIERS

This Agreement covers all work normally performed by glass and metal workers and further defined as follows:

- 2.1 The work shall include the setting, cutting, preparing, handling or removal of the following:

Prism Glass, Bevelled Glass, Leaded Glass, Protection Glass, Environmental Glass, Float Glass, Plate Glass, Window Glass, Mirrors of all types, Wired Glass, Ribbed Glass, Ground Glass, Coloured Glass, Figured Glass, Vitrolite Glass, Carrara Glass, and all other types of Opaque Glass, Glass Chalkboard, Structural Glass, Tempered and Laminated Glass, Solar Energy collective Panels, Thiokol, Neoprene and all other types of sealants, all types of Glass Cements, all types of insulating glass units, all plastics, asbestos, or other similar materials when used in place of glass to be set or glazed with putty, moulding, rubber, lead and all types of mastics in wood, iron, aluminium or sheet metal sash, skylights, skydomes, slope glazing, glass sprinkler baffles, doors, frames, stone wall cases, show cases, book cases, sideboard, partitions and fixtures. It includes the installation of the above materials on the jobsite, either temporary or permanent, for buildings in the course of repair, remodel, alterations or new construction. It also includes new products and/or technology as expected to be covered by scope of work.

- 2.2 The installation in openings of constructed of any type of material, i.e. wood, concrete, masonry, steel plastic, aluminium, asbestos panels, etc., of all extruded, rolled or fabricated metals, or any materials that replace or reinforce same, metal tubes, mullions, muntins, metal or other facing materials, fascia trim, mouldings, porcelain panels, architectural porcelain, plastic or glass panels, skylights, entrance and vestibules, showcase doors and relative materials, including all those in any or all types of buildings related to storefronts, curtain wall and window construction of any size.

- 2.3 Architectural metal doors and door frames and sliding doors, architectural metal window frame assemblies, curtain wall and window on site construction of any size, patio sliding doors or fixed panels, bath tub enclosures, shower doors and enclosures, vented or fixed windows, revolving doors, entrance doors of all kinds, automatic door operators, skylights, storm sash where the glass becomes an integral part of the finished products, including the installation of the above.
- 2.4 The selecting, cutting, preparing, designing, art painting, fused glass, thick facet glass in concrete and cementing of art glass, assembly and installing or removal of all art glass, assembly and installing or removal of all art glass.
- 2.5 The hoisting, placing and erecting of all materials, tools and equipment pertaining to the Trade.

APPENDIX “D-1”

United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States & Canada, Local Union No. 496, Calgary

PERMANENT EMPLOYEE WAGE AND CLASSIFICATION SCHEDULE

	Effective Date	Hourly Rate
Journeyman Plumber/ Control Technician	February 1, 2015	\$ 40.10
Journeyman Sprinkler Fitter Inspector	February 1, 2013	\$ 40.11

The apprentice rate of pay will be based on the permanent journeyman rate of pay.

Foreman rates shall be increased by a percentage of the journeyman plumber's rate indicated as follows:

Sub-Foreman	6.25% above the journeyman rate.
Foreman	12.5% above the journeyman rate.
General Foreman	18% above the journeyman rate when so designated.

*The Parties agree to a wage and compensation re-opener for the last 12 months of the term of this agreement, **September 1, 2020 to August 31, 2021**. 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.*

APPENDIX "D-2"

United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States & Canada, Local Union No. 496, Calgary

1. Wages

The parties agree to the following wage rates for temporary employees:

	Effective Date	Hourly Rate
Journeyman Plumber/ Control Technician	February 1, 2015	\$ 38.09

2. Health and Welfare

The Board shall contribute an amount of one dollar and sixty-five cents (\$1.65) per hour for every hour worked by all temporary employees to the Calgary District Pipe Trades Health and Welfare Plan. The Board shall forward the contributions to the Calgary District Pipe Trades, the address as shown on the remittance form, by the fifteenth (15th) day of the following month, accompanied by a report of particulars on a report form approved by the Trustees of the Health and Welfare Plan.

3. Pension Plan

The Board shall contribute an amount of five dollars and four cents (\$5.04) per hour for every hour worked by all temporary employees to the Calgary District Pipe Trades Pension Plan. The Board shall forward the contributions to the Calgary District Pipe Trades Pension Plan, by the fifteenth day (15th) of the following month, accompanied by a report of particulars, on a report form approved by the Trustees of the Pension Plan. When the Board is required to contribute to the Local Authorities Pension Plan on behalf of an employee, the Board shall cease to contribute to any other pension plan on their behalf.

4. Mechanical Membership Development Fund (MMDF)

The board shall deduct fifty cents (\$.50) from each Temporary Employee for every hour that a Temporary Employee is employed. Deductions will be made on the basis of full or half-hours. The amounts deducted shall be based on total hours earned.

All such deductions shall be recorded by the employer on forms to be provided by the Union, listing the names of the employees, social insurance numbers and hourly contributions for each employee.

This is to be forwarded with a cheque in the required amount, on or before the fifteenth (15th) day of the month following the month for which such amounts have been withheld, to the "Mechanical Membership Development Fund (MMDF) Trust Account" in care of the Union.

The liability of the employer to the Mechanical Membership Development Fund shall be limited to his obligation to deduct and forward the amounts stated in this Agreement at the times and in the manner stated, together with any penalties as set forth herein.

The terms of the Agreement and Declaration of Trust shall govern the operation and administration of the MMDF plan and any changes made to the Declarations of Trust by the trustees, must be ratified by the parties to this collective agreement.

APPENDIX "D-3"

United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States & Canada, Local Union No. 496, Calgary

JURISDICTION AND WORKING CONDITIONS

1. Composite Crew

The Facilities and Environmental Services is moving to a self-directed, team oriented environment where greater efficiency can be achieved through a cooperative attitude between trade jurisdictions. Maintenance conditions do not always justify adherence to strict craft lines, which in itself, does not establish precedence or change the appropriate recognized jurisdiction of the crafts involved. Composite crews may be utilized where conditions warrant. This shall not be construed under regular operating conditions as the employer's prerogative to assign employees out of their trades skill classification. At no time shall the employer assign work to an employee who is not qualified to perform the work as described in the Industry Apprenticeship Training Act.

2. Plumbing, heating, gasfitting, automatic sprinkler, refrigeration systems, and every portion of the plumbing and pipefitting industry and work used therein shall mean without limitation all mechanical work generally recognized as work under the jurisdiction of the United Association including plumbing, high and low pressure steam piping, hot water heating, refrigeration, pipe welding, and all general pipe work pertaining thereto that is required in the supervision, fabrication, installation and maintenance of plumbing and pipefitting installations of every branch of the plumbing and pipefitting industry.

3. It is agreed that only journeyman members in good standing and duly registered apprentices under the Alberta Industry Apprenticeship Training Act shall use "the tools of the trade". Proportion of apprentices to journeyman is to be as per the Alberta Industry Apprenticeship Training Act.

4. When Local Union 496 is unable to supply men when requested to do so, the Board may hire eligible men including apprentices who must become members of the Local Union 496 within thirty (30) days.

5. The Board agrees to supply the Local Union with a list of employees governed by this agreement, on request.
6. On jobs in the City of Calgary, which are beyond the regular terminus of the Calgary Transit System, the Board shall pay for any additional transportation, or provide same.
7. When proof is presented to the Board's tool cribman, worn out tools shall be replaced by the Board for any journeyman plumber employed by the Board for a period of four (4) months or longer and broken tools shall be replaced immediately.
8. The Board shall supply all tools, except rule and pliers, to all apprentices while serving their apprenticeship.
9. The Board shall supply all tools, except rule and pliers, to all steamfitters and pipefitters.
10. The Board shall provide adequate protection for all tools taken out on any job or work.
11. Employees covered by this agreement shall not be allowed to contract, sub-contract, or do piece work for the Calgary Board of Education.
12. All journeyman and indentured apprentices must submit a Referral Slip signed by the Business Manager of Local Union 496, or their Representative.
13. Authorized representatives of the Union shall have access to jobs where employees covered by this agreement are employed provided they do not unnecessarily interfere with employees or cause them to neglect their work.
14. Union membership preference will be given by the Union to Board employees to cover instances of transfer within the Facilities and Environmental Services starting apprentices.

APPENDIX "E-1"

Sheet Metal Workers' International Association Local Union No. 8

PERMANENT EMPLOYEE WAGE AND CLASSIFICATION SCHEDULE

	Effective Date	Hourly Rate
Journeyman Sheet Metal Worker	February 1, 2015	\$ 39.54

The apprentice rate of pay will be based on the permanent journeyman rate of pay.

Foreman rates shall be increased by a percentage of the journeyman sheet metal worker's rate indicated as follows:

Sub-Foreman	6.25 % above the journeyman rate.
Foreman	12.5 % above the journeyman rate.
General Foreman	18% above the journeyman rate when so designated.

*The Parties agree to a wage and compensation re-opener for the last 12 months of the term of this agreement, **September 1, 2020 to August 31, 2021**. 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.*

APPENDIX "E-2"

Sheet Metal Workers' International Association Local Union No. 8

1. The parties agree to the following wage rates for temporary employees:

	Effective Date	Hourly Rate
Journeyman Sheet Metal Worker	February 1, 2015	\$ 37.56

2. Health and Welfare

- 2.1 The Board shall contribute an amount of one dollar and sixty-five cents (\$1.65) per hour for every hour worked by all temporary employees to the Alberta Sheet Metal Health and Welfare Plan. The Board shall forward the contributions to the Alberta Sheet Metal Health and Welfare Plan, by the fifteenth day of the following month, accompanied by a report of particulars on a report form approved by the Trustees of the Health and Wellness Plan.

2.2 Retirement Savings

The Board shall contribute an amount of four dollars and fifty cents (\$4.50) per hour for every hour worked by all temporary employees to the Alberta Sheet Metal Workers' Retirement Trust Fund. The Board shall forward the contributions to the Alberta Sheet Metal Workers' Retirement Trust Fund, by the fifteenth day of the following month, accompanied by a report of particulars, on a report form approved by the Trustees of the Retirement Trust Fund. When the Board is required to contribute to the Local Authorities Pension Plan on behalf of an employee, the Board shall cease to contribute to any other pension plan on their behalf.

2.3 Promotional Fund

The Board shall contribute an amount of nine cents (9¢) per hour for every hour worked by all temporary employees to the Local Union No. 8 Promotional Fund. The Board shall forward the contributions, by the fifteenth day of the following month, on a report form approved by the Trustees of the Fund.

2.4 Changes in Contributions

During the term of this agreement, any required increase in the contribution rate, from that indicated for the above noted plans, upon notification to the Board and upon such effective date, shall be deducted in a like amount as defined in Section 1 as a payroll deduction and remitted as an employer deduction, for those employees that contributions are required to be made. All notifications of contribution rate changes must be made in writing.

APPENDIX “E-3”

Sheet Metal Workers’ International Association Local Union No. 8

JURISDICTION AND WORKING CONDITIONS

1. Composite Crew

The Facilities and Environmental Services is moving to a self-directed, team oriented environment where greater efficiency can be achieved through a cooperative attitude between trade jurisdictions. Maintenance conditions do not always justify adherence to strict craft lines, which in itself, does not establish precedence or change the appropriate recognized jurisdiction of the crafts involved. Composite crews may be utilized where conditions warrant. This shall not be construed under regular operating conditions as the employer’s prerogative to assign employees out of their trades skill classification. At no time shall the employer assign work to an employee who is not qualified to perform the work as described in the Industry Apprenticeship Training Act.

2. This agreement covers all Sheet Metal Work, including, but not limited to, Sheet Metal Work of number 10 gauge and lighter; all air-veyer systems and all air handling systems where fibreglass, plastic and/or metal ducts are used, including all handling, fabrication, installation and reinforcement in connection therewith; and including the handling and setting of all fans, blowers, etc., and all other work generally recognized as coming under the jurisdiction of the Union, as specified herein to the manufacture, fabrication, assembling, erection and/or installation, dismantling, reconditioning, adjustment, alteration, repairing and servicing of all sheet metal work on Number 10 U.S. or its equivalent of lighter gauges, including but not limited to, the air handling equipment and/or associated work.

Any and all types of sheet metal work specified for use in connection with or incidental to direct, indirect or other types of heating, ventilating, air-conditioning and cooling systems, including risers, stacks, ducts, fittings, dampers, casings, recess boxes, outlets, radiator enclosures, exhausts, ventilators, frames, grills, registers, cabinets, fans and motors, air-conditioning chambers, all setting and hanging of air-conditioning units, and any and all other sheet metal work and equipment, mechanical or otherwise, in connection with or incidental to the proper installation and operation of said systems, and all duct connections to and from same.

Any and all types of warm air furnaces, including assembling and setting up of all cast iron parts, all stokers, gas and oil burner equipment used in connection with warm air heating, all sheet metal hoods, casings, wall stacks, smoke pipes, trunk lines, cold air intake, air chambers, vent pipes, frames, registers, dampers, and regulating devices, and all other sheet metal work and equipment, mechanical or otherwise, in connection with or incidental to the proper installation and operation of same.

Any and all types of sheet metal work in connection with industrial work including industrial, generating, steel and aluminium, oil refining, chemical and similar type plants and all other work in connection therewith including exhaust, smog control, air pollution and recovery systems, air-veyor systems and component parts thereof including setting of same by any method.

Any and all types of sheet metal smoke pipe, elbows, fittings and breeching for boilers, heaters and furnaces. All sheet metal lagging and jackets on engines. Any and all sheet metal drip pans, exhaust pipes, heads, safety flues, and other appliances, in connection with or incidental to, boilers, heaters, furnaces, engines, machinery, etc.

3. The Board agrees to employ only members or applicant members of the Sheet Metal Workers' International Association, Local Union No. 8. Furthermore, the Board agrees to request from the Union all requirements for workmen falling within the scope of this agreement. Notwithstanding the above, the Local Union shall allow personal job search and hiring, provided the member or applicant member obtains clearance from the Union prior to commencement of employment. Furthermore, when there are no members of the Union available for work within forty-eight (48) hours excluding Saturdays, Sundays, and holidays, the Board may hire other men who shall obtain clearance from the Union, and become applicant members, or members within thirty (30) days of commencement of employment.
4. If Management deems that the job requires the use of power hand tools, they shall be supplied by the employer.
5. The Board shall supply all fire pots, soldering irons, files, drills, hacksaw blades, and mallets.

6. A journeyman shall possess in good condition the following tools:

- | | |
|---|-----------------------------------|
| 1 Pair Straight Snips | 2 Crescent Wrenches 8" & 10" |
| 1 Pair Bull Snips | 1 Set Allen Wrenches |
| 2 Pairs metalmasters - 1 right
- 1 left | 1 Pair Dividers |
| 1 Set Blade Type Screwdrivers
(3 various size) | 1 Hacksaw Frame |
| 1 Set Robertson Screwdrivers
(3 various sizes) | 1 Pipe Rivetter, 1/8-5/32-3/16 |
| 1 Set Phillips Screwdrivers
(3 various sizes) | 1 Hard Hat |
| 1 Setting or Riveting Hammer | 1 Measuring Tape |
| 1 Ball Peen Hammer | 1 Scratch Awl |
| 2 Cold Chisels | 1 Small Square (Set Square) |
| 1 Centre Punch | 1 Wide Nose Folding Pliers (hand) |
| 1 Drift | 1 Pair Pliers, 6" or 8" |
| | 1 Pair Vice Grips |
| | 1 Pair Side Cutters |

Each Sheet Metal Apprentice member of Local Union 8, within two (2) months of date of signing an Apprenticeship Contract, will be expected to provide a minimum of tools as follows:

- | | |
|------------------|-----------------|
| 1 Hammer | 2 Metal Masters |
| 2 Screwdrivers | 1 Scratch Awl |
| 1 Pair of Pliers | 1 Tape |

It is understood that this Memorandum of Agreement is subject to ratification by the membership of THE BARGAINING COUNCIL OF THE CALGARY BOARD OF EDUCATION CONSTRUCTION AND MAINTENANCE SKILLED TRADES UNIONS and the CALGARY BOARD OF EDUCATION, BOARD OF TRUSTEES



Calgary Board of Education

Feb 5, 2020

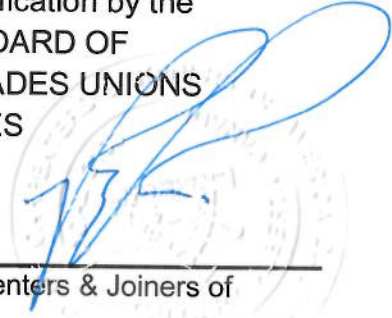
Date



Corporate Secretary

Feb 5, 2020

Date



United Brotherhood of Carpenters & Joiners of America, Local No. 2103

October 28, 2019

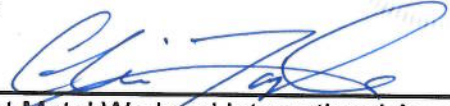
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International Brotherhood of Electrical Workers, Local Union 254

November 8, 2019

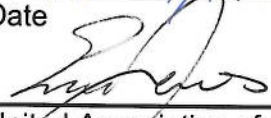
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Sheet Metal Workers' International Association Local Union No. 8

Nov 1/19

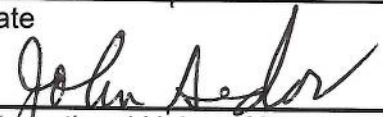
Date



United Association of Journeymen and Apprentices Of the Plumbing and Pipefitting Industry of the United States & Canada, Local No. 496 Calgary

Nov 4 / 19

Date



International Union of Painters & Allied Trades Local No. 177

Nov 21/19

Date