# **COLLECTIVE AGREEMENT**

# **BETWEEN**

# THE CANADIAN ROCKIES SCHOOL DIVISION



# **AND**

# CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 37



Expiry Date: August 31, 2028



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#### **COLLECTIVE AGREEMENT**

#### **BETWEEN:**

# THE CANADIAN ROCKIES SCHOOL DIVISION (hereinafter called "THE EMPLOYER")

PARTY OF THE FIRST PART

#### AND

CANADIAN UNION OF PUBLIC EMPLOYEES, SUB-LOCAL #37 - 01
Chartered by the Canadian Union of Public Employees,
(hereinafter called "THE UNION")

PARTY OF THE SECOND PART

# **PREAMBLE**

WHEREAS it is the desire of both Parties of this Collective Agreement:

- (a) To maintain the existing harmonious relations of employment between the Employer and the Union;
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages;
- (c) To encourage efficiency in operation;
- (d) To promote the morale, well-being and security of all the Employees in the bargaining unit of the Union.

AND WHEREAS it is the desire that methods of bargaining and all matters pertaining to the work conditions of the Employees be drawn up in a Collective Agreement;

IT IS AGREED AS FOLLOWS:

#### **ARTICLE 1 – DEFINITIONS**

- 1.01 Regular Full-time Employee A Regular Full-time Employee is an Employee who is employed to fill a regular full-time position established by the Employer and works the full-time hours of work as set out under Article 12.
- 1.02 Regular Part-time Employee A Regular Part-time Employee is an Employee who is employed to fill a regular part-time position established by the Employer and who on a daily or weekly basis works less than the hours of a Regular Full-time Employee.

Wages, benefits, and other provisions of this Collective Agreement shall be prorated according to the proportion that weekly hours of work bear to the weekly hours of work of Regular Full-time Employees. To be eligible for insurance benefits a Regular Part-time Employee must work more than fifteen (15) hours per week.

- 1.03 (a) Probationary Employee A Probationary Employee is a Regular Employee who is serving the required probationary period under clause 1.03 (b).
  - (b) A Regular Employee shall serve a probationary period of six (6) months from date of hire. The employment of a Regular Employee may be terminated at any time during the probationary period and such action by the Employer shall not be the subject of any grievance, nor subject to any grievance procedure or arbitration proceeding.
- 1.04 (a) Casual Employee A Casual Employee is an Employee who is utilized in an on-call relief situation to cover such work as Sick Leave, leave of absence, vacation, etc.
  - (b) For Casual Employees, other than those benefits required by law, the start rate in Schedule A and the grievance procedure, no other provisions of this Collective Agreement shall apply.
- 1.05 Employee When Employee is used in the Collective Agreement it means "Regular Employee" unless otherwise stated.
- 1.06 An Employee shall serve only one (1) probationary period during continuous employment with the Employer.

#### **ARTICLE 2 – RECOGNITION**

- 2.01 (a) The Employer, or anyone authorized to act on its behalf recognizes the Canadian Union of Public Employees, Local #37 01 as the sole Collective Bargaining Agent for the unit of Employees as described in Certificate #244-95 issued by the Alberta Labour Relations Board. Positions identified as managerial or administrative in nature shall not be deemed to be included as part of the Bargaining Unit.
  - (b) On or before October 31, February 28, and May 31 of each school year, the Union will be provided a Seniority list inclusive of the names, addresses, phone numbers (if available), date of hire (School Division), date of hire (Classification), employment status (active or on leave), and work location of all Employees. Any discrepancies shall be brought to the Employer's attention within thirty (30) calendar days.
  - (c) Subject to availability, the Employer shall make every effort to provide Casual Employees to cover for the absences of Regular Employees.

2.02 The Employer and the Union agree that all Employees shall provide a minimum of two (2) full weeks of notice of their intention to terminate employment in order to terminate in good standing.

# **ARTICLE 3 – CONTRACTING OUT**

3.01 No Employee(s) shall lose their employment, nor suffer a reduction in regular wages or hours of work, as specified in this Collective Agreement, as a result of Contracting Out. All current Employees, covered by this Collective Agreement, hours of work shall be maintained.

#### ARTICLE 4 – NO DISCRIMINATION OR HARASSMENT

4.01 The Employer and the Union agree not to discriminate against any Employee covered by this Collective Agreement with respect to the protected grounds provided for in Human Rights legislation or the *Alberta Labour Relations Code*. Such protected grounds for discrimination include, but are not limited to mental or physical disability, gender, gender identity, gender expression, sexual orientation, race, colour, religious beliefs, political belief, ancestry, place of origin, age, marital status, family status, source of income, or by reason of their membership or non-membership in a labour union.

#### ARTICLE 5 - DUES DEDUCTION

- 5.01 Monthly union dues shall be deducted from every Employee covered by Certificate #244-95 issued by the Alberta Labour Relations Board and forwarded to the Secretary-Treasurer of the Local by the fifteenth (15th) day of the following month.
- 5.02 Union dues deduction shall be included on the Employee's T-4 Slip.

#### ARTICLE 6 - SENIORITY

- 6.01 Seniority is defined as length of service with the Employer from the last date of
- 6.02 Seniority shall be lost and employment is deemed terminated:
  - (a) when an Employee fails to return to work within seven (7) calendar days when recalled from layoff.
  - (b) when an Employee is laid off for a period of more than one (1) year.
  - (c) after twelve (12) consecutive months of inactive service with the Employer.
  - (d) upon termination.

- (e) upon resignation.
- (f) upon retirement.

# **ARTICLE 7 – PROMOTION**

7.01 (a) When the Employer determines that filling any job which falls within the terms of this Collective Agreement, the Employer shall inform caretaking staff through the local representative within the Bargaining Unit.

Applications received from current Employees who are part of the Bargaining Unit shall be considered prior to consideration being given to all other applications.

The Employer may advertise externally for the position and such applicants will only be considered if there are no qualified internal applicants.

- (b) Subject to clause 2.02, the Employer shall post vacant positions or newly created positions for seven (7) calendar days.
- 7.02 Promoted Employees shall be on a trial period of two hundred (200) hours worked. Should Employee be judged by the Employer to be unsatisfactory or should the Employee, during the trial period, decide not to continue in the new position, the Employee shall be returned to the Employee's former position and former wage rate.
- 7.03 In promotion of Employees, where the Employer feels ability and qualifications are equal, the senior applicant shall be awarded the regular position.

#### ARTICLE 8 - LAYOFF AND RECALL

- 8.01 A layoff shall be defined as a reduction in the work force or a reduction in the normal hours of work as defined in this Collective Agreement.
- 8.02 Both Parties recognize that job security shall increase in proportion to length of service.
  - Therefore, in the event of a lay-off, Employees shall be laid off in the reverse order of their seniority provided the remaining Employees have the required qualifications to perform the work that is available.
- 8.03 Employees shall be recalled in the order of their seniority provided they have the required qualifications to perform the work that is available.
  - Recall shall be deemed to have been carried out seven (7) calendar days following the registration of a letter to the last known address of the Employee.

- 8.04 No new Employees shall be hired until those Employees on lay-off have been given the opportunity of recall.
  - (a) Recall rights shall terminate following twelve (12) consecutive months of lay-off or
  - (b) upon the Employee's refusal of a recall opportunity, whichever comes first.
- 8.05 Where additional hours are available to increase existing part-time full-time equivalencies, such hours will first be offered in the following order:
  - (a) to Regular Part-time Employees, based on seniority, within the school where the hours are available; then
  - (b) to Regular Part-time Employees, based on seniority, from other school sites; and then
  - (c) to laid-off Employees with recall rights, based on seniority.
- 8.06 For other than pre-scheduled layoff, the Employer shall provide as much notice as possible but shall provide no less than fourteen (14) calendar days' notice or pay in lieu of notice.
- 8.07 On or before the first business day of each calendar month, Employees on layoff shall contact the Employer to confirm availability for work and to provide current contact information. Failure by an Employee to comply with these requirements shall be deemed a resignation from employment with the Employer.

# ARTICLE 9 - DISCHARGE, SUSPENSION AND DISCIPLINE

- 9.01 Where a supervisor intends to interview an Employee for the purpose of issuing written discipline, the supervisor shall notify the Employee in advance of the purpose of the interview. The Employee may forthwith contact their Shop Steward, and the Shop Steward may be present at the interview.
- 9.02 Whenever the Employer deems it necessary to censure an Employee in a manner indicating that dismissal or discipline may follow any further infraction or may follow if such Employee fails to bring their work up to a required standard by a given date, the Employer shall, within five (5) days thereafter, give written particulars of such censure to the Employee with a copy to the Union. An Employee considered by the Union to be wrongfully or unjustly disciplined shall be entitled to a hearing commencing with Step 2 of the grievance procedure.
- 9.03 The Employer may suspend or discharge any Employee for just cause. An Employee considered by the Union to be wrongfully or unjustly suspended or discharged shall be entitled to a hearing commencing with Step 3 of the grievance procedure.

- 9.04 A copy of any report on, or evaluation of, an Employee that is to become part of the Employee's personnel file shall be given to the Employee. The Employee's written reply or comments in regard to such a report or evaluation must also become part of the Employee's personnel file. On request, an Employee may examine their personnel file. File documents more than twenty-four (24) months old will not be used in disciplinary proceedings and shall be removed from the files of the Employer.
- 9.05 The Employer and the Union agree to adhere to the principle of progressive discipline.

# **ARTICLE 10 – GRIEVANCE PROCEDURE**

- 10.01 The Employer acknowledges the right of the Union to appoint, or otherwise select, Union Stewards who shall be an Employee(s) of the Employer and the appointment of Union Stewards shall be communicated to the Employer.
- 10.02 Should a dispute arise between the Employer and any Employee(s) regarding the interpretation, meaning, operation, or application of this Collective Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Collective Agreement has been violated, an earnest effort shall be made to settle the dispute in the following manner:
  - Step 1 Within fourteen (14) calendar days of the alleged occurrence of a possible dispute, an attempt shall be made to verbally settle disputes between the Employee and immediate supervisor. Upon failure to settle the dispute with the immediate supervisor, within seven (7) calendar days, the aggrieved Employee shall submit the grievance to the appropriate Union Steward or Union official.
  - Step 2 Failing agreement at Step 1, if the Union considers the grievance to be justified, the Employee(s) concerned, together with the Union Steward or Union official, shall first submit the grievance in writing stating the grievance concerned to the Employer's Secretary-Treasurer within fourteen (14) calendar days of the alleged occurrence of a possible dispute. The Employer shall render a decision in writing to the Union within seven (7) calendar days of receipt of the grievance. If requested, a hearing shall be held at this step.
  - Step 3 Failing agreement being reached in Step 2, application may be made to the Employer's Superintendent in writing within seven (7) calendar days of the Employer's response at Step 2, stating the grievance concerned and a hearing shall be granted with the Superintendent or designate following the application.

The Superintendent or designate shall render a decision in writing to the Union within seven (7) calendar days following the hearing.

- Step 4 Failing satisfactory settlement at Step 3, within thirty (30) calendar days following the written decision at Step 3, the Employer or the Union, may refer the dispute to arbitration.
- 10.03 Where a dispute involving a question of general application or interpretation occurs, or in the case of an Employee termination, the Employer and the Union may agree to by-pass Steps 1 and 2 of this Article provided that notice is given within fourteen (14) calendar days of the alleged grievance.
- 10.04 Replies to grievances shall be in writing except for Step 1.
- 10.05 Grievances settled within the time allowed shall date from the time the grievance was filed.
- 10.06 The Employer shall supply the necessary facilities for the grievance meetings.

# 10.07 <u>Amending of Time Limits</u>

Time limits set out for processing of grievances and arbitrations shall be adhered to except in the case of mutual agreement in writing to alter the time limits. If the Union fails to comply with the provisions of the grievance procedure the grievance is at an end. If the respondent fails to comply with the provision of this procedure the grievance proceeds to the next step.

#### **ARTICLE 11 – ARBITRATION**

# 11.01 Composition of the Board of Arbitration

When either Party requests that a grievance be submitted to Arbitration, the request shall be made in writing, within the aforesaid thirty (30) calendar days in Section 10.02 Step 4, addressed to the other Party of the Collective Agreement and naming their appointee to an Arbitration Board, along with the address of their appointee. Within fourteen (14) calendar days, the other Party shall provide the name and address of its appointee. If the recipient of the notice fails to appoint their appointee, or if the two (2) appointees fail to agree upon a Chair within thirty (30) calendar days, the appointment shall be made by the Director of Mediation, upon the request of either Party.

# 11.02 Procedure of the Board of Arbitration

The Board of Arbitration may determine its own procedure but shall give full opportunity to all Parties to present evidence and make representation to it. The decision of a majority shall be the decision of the Arbitration Board.

# 11.03 Expenses of the Board of Arbitration

Each Party shall pay:

(a) The fees and expenses of the arbitrator it appoints; and

- (b) one-half (½) the fees and expenses of the Chairman.
- 11.04 The Arbitration Board shall not be empowered to alter or amend any of the terms of this Collective Agreement. However, in grievances concerning discipline, the Arbitration Board shall have the right to alter or amend any penalty or disciplinary action imposed by the Employer.
- 11.05 As an alternative to the above outlined three (3) person Arbitration Board, the Employer and the Union may by mutual agreement in writing, appoint a single arbitrator who shall then constitute the Arbitration Board.

#### ARTICLE 12 – HOURS OF WORK

- 12.01 The normal work week shall consist of forty (40) hours as specified by the Employer. Extended hours during the summer months and other holiday periods may be instituted by mutual agreement. Overtime shall not apply.
- 12.02 During the months of July and August the normal work week shall consist of thirty-eight (38) hours with maintenance of forty (40) hours pay.
- 12.03 All Employees shall be permitted a twenty (20) minute rest period both in the first and second half of the shift.
- 12.04 A shift premium of thirty-five cents (0.35¢) per hour shall be paid for shifts scheduled outside the normal workday.

#### ARTICLE 13 – OVERTIME

- 13.01 All overtime shall be paid at the rate of time and one-half (1 1/2) for the first three (3) hours and double time (x2) thereafter in any one day.
- 13.02 Where an Employee is required by the Employer to check schools on Saturdays, Sundays or Holidays, the Employer shall pay to such Employee at the applicable pay rate for a minimum of three (3) hours per day.

#### **ARTICLE 14 – HOLIDAYS**

14.01 The following shall be paid holidays for Employees covered by this Collective Agreement:

New Year's Day Labour Day

Family Day National Day for Truth and Reconciliation

Good Friday Thanksgiving Day
Victoria Day Remembrance Day \*
Canada Day Christmas Day

First Monday in August Boxing Day

In order to be paid for a paid holiday, an Employee must be at work or on an approved leave of absence with pay on their last working day preceding and first working day following the paid holiday.

With the exception of Remembrance Day, if one (1) of these holidays should fall on a regularly scheduled day off or during an Employee's vacation period the Employee shall be granted one (1) day's pay in lieu of holiday or a day off mutually agreed to. Time off or payment must be taken prior to the next regular vacation.

\* Where Remembrance Day falls on a day that is normally a day off for an Employee, no pay or day off in lieu for the holiday shall accrue.

Employees shall be entitled to two (2) days floater holiday with pay per year. The day chosen must be mutually agreed between the Employee and Custodian Supervisor.

#### **ARTICLE 15 – VACATION**

- 15.01 (a) During the first two (2) years of service Employees shall be granted two (2) weeks vacation with pay to be paid on the basis of four percent (4%) of regular earnings.
  - (b) After two (2) years service, Employees shall be granted three (3) weeks vacation to be paid on the basis of six percent (6%) of regular earnings.
  - (c) After eight (8) years service, Employees shall be granted four (4) weeks vacation to be paid on the basis of eight percent (8%) of regular earnings.
  - (d) After seventeen (17) years service, Employees shall be granted five (5) weeks vacation to be paid based on ten percent (10%) of regular earnings.

The above increments are reflected in the following table for ease of reference:

| 1 <sup>st</sup> to 2 <sup>nd</sup> year of employment  | 4% of regular earnings  |
|--|-------------------------|
| 3 <sup>rd</sup> to 8 <sup>th</sup> year of employment  | 6% of regular earnings  |
| 9 <sup>th</sup> to 17 <sup>th</sup> year of employment | 8% of regular earnings  |
| 18 <sup>th</sup> year of employment onward             | 10% of regular earnings |

#### **ARTICLE 16 – SICK LEAVE**

16.01 Sick Leave is defined as a period of time an Employee is absent from work due to a disability or illness for the purpose of obtaining medical or dental treatment or on account of injury, illness or disability which that Employee is not eligible for Workers' Compensation.

16.02 (a) Sick Leave credits shall begin to accumulate upon commencement of employment at a rate of point seven five (0.75) working days but will not be accessible until the following \*completion of six (6) months of service.

\*Note – this change will be effective following ratification of the new Collective Agreement, August 1, 2025.

- (b) Following completion of twelve (12) months of service, sick leave credits will accrue at the rate of one point five (1.5) work days for each full month worked thereafter.
- (c) Sick Leave credits can accrue to a maximum of seventy (70) work days.
- (d) Sick Leave credits are earned on a pro rata bases based on full-time equivalency.
- (e) An Employee may use up to two (2) days' Sick Leave credit per calendar year to care for family members as defined in Article 16.01 (a).
- 16.03 The daily rate of Sick Leave pay shall be one hundred percent (100%) of regular rate of pay.
- 16.04 If sick or disabled for more than three (3) consecutive days Employees may be asked to produce a certificate from a physician or dentist designated by the Employer attesting to the illness or disability claimed. Costs incurred to obtain the certificate shall be borne by the Employer.
- 16.05 A record of unused Sick Leave will be maintained by the Employer. Employees will be advised at the end of January of the amount of unused Sick Leave to each Employee's credit, as of December 31 of the prior year.
- 16.06 Upon resignation or dismissal, all unused Sick Leave shall be cancelled.

#### ARTICLE 17 – LEAVE OF ABSENCE

#### 17.01 Critical Illness Leave and Bereavement Leave

An Employee shall be granted up to

- (a) three (3) days leave without loss of salary, in the case of critical illness, and/or
- (b) four (4) days leave without loss of salary, in the case of the death of parent, wife, husband, brother, sister, son/daughter, grandchild, grandparent, father-in-law, mother-in-law, brother-in-law or sister-in-law.

Days referred to in clause 17.01 (a) and (b) may be extended at the discretion of the Employer should additional time be required for travel or other extenuating circumstances.

In the case that the death of any of these relatives occurs while an Employee is on vacation, the Employee shall be eligible to replace vacation days with the Bereavement Leave granted under this clause, provided the Employee notifies the Employer prior to the funeral. Such vacation so displaced shall be credited to the Employee for use at a later time.

Before payment is made under this Article, the Employer may require a medical certificate stating that critical illness was the reason for the absence. Critical illness when used in this Collective Agreement shall mean a life-threatening illness requiring the attendance of the Employee in a care giving capacity.

# 17.02 Maternity Leave

An Employee shall be granted Maternity Leave in accordance with the *Employment Standards Code*. During the currency of the statutory maternity leave the Employer will continue the Employee's participation in the insurance benefit plans in accordance with the provisions of the plan and will continue to pay its portion of the premiums.

During the health related portion of Maternity Leave the Employee shall access the Employer's ninety-five percent (95%) supplementary employment insurance benefits (S.E.B.) plan in lieu of salary to the maximum of their accumulated Sick Leave entitlements.

#### 17.03 Adoption Leave

An Employee shall be granted Adoption Leave in accordance with the *Employment Standards Code*. During the currency of the statutory Adoption Leave the Employee shall have the option of maintaining, at the Employees own expense, participation in the various insurance plans in accordance with the provisions of the plan.

# 17.04 Parental Leave

An Employee shall be granted Parental Leave in accordance with the *Employment Standards Code*. During the currency of the statutory Parental Leave the Employee shall have the option of maintaining, at the Employee's own expense, participation in the various insurance plans in accordance with the provisions of the plan.

# 17.05 Court Leave

Leave shall be granted to Employees subpoenaed or summonsed to appear for jury or witness duty, for other than a case instituted by the Employee, and the Employee shall forward any witness or jury pay to the Employer.

# 17.06 Collective Bargaining Leave

No more than two (2) Employees shall be approved by the Employer to attend collective bargaining meetings as scheduled between the Employer and the Union to negotiate a new Collective Agreement.

The Employer agrees to pay the wages and benefits of the Employees attending collective bargaining meetings and invoice all costs for such Employees to the Union.

# 17.07 General Leave

Additional leave for any other purpose may be granted at the discretion of the Employer:

- (a) with pay and with benefits,
- (b) with pay and without benefits,
- (c) without pay and with benefits, or
- (d) without pay and without benefits.

#### 17.08 Job Protected Leaves

The Employer recognizes that Employees within this Agreement are entitled to access to unpaid Job Protected Leaves as outlined in the *Alberta Employment Standards Code* to deal with personal and life events, unless otherwise outlined in this Agreement. Examples of these leaves include Domestic Violence, Maternity and Parental Leave (including loss of pregnancy leave), Citizenship Ceremony, Reservist Leave, and other leaves not addressed in this Agreement.

# ARTICLE 18 – OCCUPATIONAL HEALTH AND SAFETY

- 18.01 The Union and the Employer shall cooperate in continuing and perfecting the safety measures now in effect.
- 18.02 The Employer and the Union agree that Occupational Health and Safety is a paramount concern and recognize the rights of Employees to have a safe working environment.

To achieve this goal, one (1) representative of the Union, elected by the membership, shall participate in the Joint Occupational Health and Safety Committee as outlined in the *Alberta Occupational Health and Safety Act*.

#### **ARTICLE 19 – PAYMENT OF WAGES**

- 19.01 Pay day shall be the third to last banking day of each month. Pay shall be in accordance with Schedule A of this Collective Agreement.
- 19.02 If an Employee substitutes on any job during the absence of another Employee for one (1) day or more, that Employee shall receive the rate for the job, or their regular rate, whichever is the greater.

#### **ARTICLE 20 – PENSION PLAN**

20.01 It is agreed that the present pension plan with the Local Authorities Pension Plan will be continued.

#### **ARTICLE 21 – MANAGEMENT RIGHTS**

- 21.01 Except as otherwise specifically limited by the express provisions of this Collective Agreement, the Union recognizes that the Employer shall have the sole and exclusive right to determine all matters pertaining to the conduct of its management of the Employer and its affairs, and that the direction of the working forces is fixed exclusively in the Employer and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive right of the Employer to:
  - (a) maintain order and efficiently;
  - (b) hire, retire, discharge, promote, demote, classify, transfer, lay off, recall, suspend or otherwise discipline Employees;
  - (c) make, enforce and alter from time to time rules and regulations to be observed by the Employees.

#### **ARTICLE 22 – BENEFITS**

- 22.01 (a) The Employer will provide the following benefits, subject to the terms and conditions of the applicable contracts and/or government regulations:
  - Life & Accidental Death and Dismemberment, Plan 2
  - Extended Disability, Plan D
  - Extended Health Care. Plan 1
  - Dental Care, Plan 3
  - Vision Care, Plan 3
  - (b) Effective January 1, 2024, the Employer will pay ninety-five percent (95%) and Employees shall pay five percent (5%) of the premium costs for the benefits under clause 22.01(a).
    - Effective September 1, 2026, the Employer will pay one hundred percent (100%) of the premium costs for the benefits under clause 22.01(a).
- 22.02 (a) It shall be a condition of employment for all Employees to participate in the Alberta School Employee Benefit Plan (ASEBP).
  - (b) In accordance with the terms of the insurance carriers, an Employee may be exempted from participation in the Extended Health Care plan, the Dental plan, or the Vision Care plan provided the Employee provides proof of participation in these or similar plans elsewhere.

- (c) Nothing in this Collective Agreement precludes the Employer from securing a benefit plan thorough an alternate carrier, provided the overall plan is considered equivalent or greater to that provided for in this Collective Agreement. Should the Employer choose to change benefit carriers, they shall notify the Union in writing with a minimum of thirty (30) calendar days of notice.
- 22.03 The Employer agrees to continue its portion of premium contributions toward the benefit plans while an Employee is receiving Sick Leave pay or is on a leave of absence of thirty (30) days or less.
  - Thereafter, the Employer contributions shall cease, and the Employee may maintain coverage by paying 100% of the premium contributions, provided the policies of the insurance carrier(s) permit.
- 22.04 Benefits are applicable to Employees once the required probationary period under this Collective Agreement is completed. To be eligible for benefits, the regular part-time Employee must work a minimum of fifteen (15) hours per week.

# **ARTICLE 23 – TERM OF COLLECTIVE AGREEMENT**

- 23.01 Unless otherwise specifically provided for in this Collective Agreement, this Collective Agreement shall be binding and remain in effect from the first of the month following signing of the Collective Agreement by the Parties to August 31, 2028, and shall continue from year to year thereafter, unless either Party gives to the other Party notice in writing, not more than one hundred and twenty (120) days and not less than sixty (60) days from the termination date in the year that it desires its termination or amendment.
- 23.02 Either Party desiring to propose changes or amendment to this Collective Agreement shall within the above stated period, give notice in writing to the other Party with a list of the changes or amendments proposed.
- 23.03 Any changes deemed necessary to this Collective Agreement may be made by mutual agreement at any time during the existence of this Collective Agreement.

# **ARTICLE 24 – SERVICE PAY**

- 24.01 In recognition of long service with the Canadian Rockies School Division:
  - Fifteen dollars (\$15) per month additional pay after fifteen (15) years of service
  - Twenty dollars (\$20) per month additional pay after twenty (20) years of service

to be paid out once per year in December.

SIGNED ON BEHALF OF THE CANADIAN ROCKIES SCHOOL DIVISION

SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 37

Matthew Sjog Matthew Sjogren (Sep 15, 2025 10:

Chris MacPhee (Sep 15, 2025 19:45:09 MDT)

Superintendent

Konstantin Gregovic (Sep 16, 2025 08:01:08 MD)

President

Mike Fischer (Sep 15, 2025 11:07:15 MDT)

Secretary-Treasurer

**Recording Secretary** 

Robin Orsulak (Sep 15, 2025 11:05:23 MDT)

Treasurer

# **SCHEDULE "A"**

| JOB TITLE   | HOURLY<br>RATE |           |  |           |  |
|-------------|----------------|-----------|--|-----------|--|
|             | Current Rate   | 01-Sep-24 | 01-Sep-25  | 01-Sep-26 | 01-Sep-27  |
| CUSTODIAN   |                | 3%        | 3% or<br>\$1.25/hour,<br>whichever is<br>greater | 3%        | 3% or<br>\$1.25/hour,<br>whichever is<br>greater |
| Start Rate  | \$22.44        | \$23.11   | \$24.36  | \$25.09   | \$26.34  |
| Job Rate    | \$23.99        | \$24.71   | \$25.96  | \$26.74   | \$27.99  |
| HOUSEKEEPER |                |           | 2% increase<br>after \$1.25<br>increase          |           |  |
| Start Rate  | \$19.48        | \$20.06   | \$21.74  | \$22.39   | \$23.64  |
| Job Rate    | \$20.85        | \$21.48   | \$23.18  | \$23.88   | \$25.13  |

Start Rate: hourly rate upon hire

Job Rate: hourly rate effective upon completion of the probationary period.

**Note:** 1. Casual rate of pay is the start rate.

2. The Job Descriptions for classifications of Housekeeper and Custodian shall be as contained in the Employer Administrative Procedure Handbook.

#### LETTER OF UNDERSTANDING

#### **BETWEEN**

#### THE CANADIAN ROCKIES SCHOOL DIVISION

#### AND

#### CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 37

#### RE: LAND ACKNOWLEDGEMENT FOR PREAMBLE

The Parties acknowledge a shared commitment to engage with the Truth and Reconciliation Calls to Action. Efforts should include engagement with stakeholders to deepen our mutual understanding of Indigenous peoples, cultures, histories, and worldviews.

As such, the Parties agree to engage in a discussion with the School Division's Indigenous Stakeholders in order to develop a Land Acknowledgement that will authentically recognize the Truth and Reconciliation Calls to Action. The Parties will complete this engagement prior to December 31, 2025.

FOR THE EMPLOYER

FOR THE UNION

Chris MacPhee (Sep 15, 2025 19:45:09 MDT)

#### LETTER OF UNDERSTANDING

#### **BETWEEN**

#### THE CANADIAN ROCKIES SCHOOL DIVISION

#### AND

# CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 37

#### RE: VIOLENCE AND HARASSMENT IN THE WORKPLACE

The Employer and the Union are committed to a safe, positive work environment for all staff and all Employees have a responsibility to ensure a safe workplace.

The Parties agree that violence, harassment and working alone should be a key focus of the Occupational Health and Safety Committee (OHSC).

In considering these matters, the OHSC may make recommendations to the Superintendent on potential amendments to Employer policies, the Occupational Health and Safety Manual, and Administrative Procedures on Occupational Health and Safety.

This Letter of Understanding will be a standing item on the OHSC meeting agendas and will expire August 30, 2028.

FOR THE EMPLOYER

FOR THE UNION

Chris MacPhee (Sep 15, 2025 19:45:09 MDT)

Matthew Siggren (Sep 15, 2025 10:58:01 MDT)