

The 2020 – 2024 Collective Agreement

Between

**The Board of Trustees of
Black Gold School Division**

And

**The Teamsters Local Union 987 of Alberta
Miscellaneous Employees**

Custodial

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This Collective Agreement made this 10 day of February, 2022.

BETWEEN:

**THE BOARD OF TRUSTEES OF
BLACK GOLD SCHOOL DIVISION
(hereinafter called the "Employer")
OF THE FIRST PART**

AND:

**THE TEAMSTERS LOCAL UNION 987 of ALBERTA
MISCELLANEOUS EMPLOYEES
(hereinafter called the "Union"),
OF THE SECOND PART**

ARTICLE 1 - RECOGNITION

1.1 Bargaining Unit

The Employer recognizes the Teamsters Local Union 987 of Alberta as the sole and exclusive bargaining agent for "All custodial employees", in accordance with Certificate No. 53-2013 issued by the Labour Relations Board.

1.2 No Other Agreement

No employee shall be permitted to make a written or verbal agreement with the Employer which may conflict with the terms of this Collective Agreement.

1.3 Work of Bargaining Unit

During the regularly scheduled hours of work of the custodian(s) employees whose jobs are within the bargaining unit shall not have their hours of work nor rate of pay reduced by reason of any employee(s) outside the bargaining unit.

1.4 Notification

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

1.5 Shop Stewards

The Employer acknowledges the right of the Union to appoint or elect Shop Stewards, whose duties shall be to assist any employee, whom the Shop Steward represents, in dispute resolution and in preparing and presenting a grievance in accordance with the Grievance Procedure.

ARTICLE 2 - MANAGEMENT RIGHTS

2.1 The Employer reserves all rights not specifically restricted by this Collective Agreement.

ARTICLE 3 - NO DISCRIMINATION

3.1 The Employer and Union agree that there shall be no discrimination exercised or practiced with respect to any employee by reason of age, race, creed, colour, national origin, religious affiliation, political affiliation, sexual orientation, gender or marital status, place of residence, nor by reason of membership or activity or non-activity in the Union.

ARTICLE 4 - UNION DUES

- 4.1 The Employer agrees to a monthly deduction of union dues as authorized by the Union. As a condition of employment, all employees of the bargaining unit shall be required to sign the Union's form authorizing the Employer to deduct from each pay the equivalent amount authorized by the Union as union dues. Such authorization shall be irrevocable during the term of this Agreement. The Union agrees to provide the employer with thirty (30) days advance notice of any change to the amount of union deductions. The Employer shall show all dues deductions on employees' pay stubs and on T4 slips.
- 4.2 Deductions shall be made from the payroll each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day from the first of the following month, accompanied by a list of names and amount deducted from employees from whose wages the deductions have been made. The list will be forwarded to the Union's Treasurer in electronic and hard copy form.
- 4.3 Monthly union dues shall be deducted from all employees who are paid for 16 hours or more in any calendar month.

ARTICLE 5 - DEFINITIONS

- 5.1 **Employee** shall mean a person employed by the Employer, within the bargaining unit, and engaged in the care and cleaning of the Regional Division's buildings and care of grounds.
- 5.2 **Regular Employee** shall mean an employee who successfully completed the probationary period and is employed for an indefinite term and performs regularly scheduled hours of work in a full-time or part-time capacity in accordance with Article 10.
- (a) Full-time Employee shall mean a regular employee employed to perform regularly scheduled hours of work on a full-time basis.
- (b) Part-time Employee shall mean a regular employee employed to perform regularly scheduled hours of work less than those scheduled hours of work provided to full-time employees.

Part-time Employees shall receive pro-rated benefits, holidays and pay rate progression (in accordance with the applicable salary appendix) based on hours worked in comparison to that of a full-time employee in the same classification.

- 5.3 **Casual Employee** shall mean an employee employed to replace a regular employee absent due to illness, injury, vacation, holiday, or approved leave of absence.
- 5.4 **Auxiliary Relief Custodian** shall be a regular employee assigned by the Employer for custodial deployment as required.
- 5.5 A **Temporary Employee** shall be an employee hired to perform a job having a fixed duration; a temporary employee is not replacing a regular employee.
- 5.6 **Basic rate of pay** shall mean the applicable rate in the pay range of the employee's classification as set out in the Wage Schedule.
- 5.7 **Vacation** shall mean annual vacation with pay.
- 5.8 **Grievance** shall mean any difference arising out of interpretation, application, administration or alleged violation of this Collective Agreement.

ARTICLE 6 - SENIORITY

- 6.1 Seniority is the total length of continuous service by an employee in the employ of the Employer, within the Bargaining Unit.
- 6.2 Where two (2) or more employees are appointed to regular staff at the same time and those employees have equal seniority, the order of placement of names on the seniority list shall be by random draw.
- 6.3 The Employer shall provide copies of seniority lists to the Union and the schools prior to March 1st of each year and a second list shall be provided in September. A seniority list shall be posted in every school in the custodian's office. Any protest with regard to seniority standing must be presented to the Employer within 30 days from the date the lists are posted. Any error identified will be corrected and posted within 30 days.
- 6.4 Loss of Seniority
- (a) When an employee resigns or is terminated by the employer for just cause;
 - (b) Upon the expiry of a period of time on layoff of twelve (12) months during which the Employee has not been recalled;
 - (c) If an Employee does not return to work on recall as required, except for reasons acceptable to the Employer.
 - (d) If a temporary or casual employee has a break in service of more than three (3) months, the accumulated seniority will be lost.

ARTICLE 7 - PROMOTIONS AND STAFF CHANGES

- 7.1 Job Postings
- (a) When a new position under this Collective Agreement is created or when the employer determines a vacancy exists, the Employer shall post a notice of the position for a period of seven (7) calendar days. The notice will describe the school location, nature of the position, pay range, the required qualifications and the closing date for submission of applications. A copy of the notice will be forwarded to the Business Agent of the Union.
 - (b) Employees covered by this Collective Agreement will be given first consideration for new or vacant positions under this Collective Agreement for which they qualify. Where an employee covered by this Collective Agreement is the successful applicant, that employee will be appointed to the position within ten (10) working days following the specified closing date.
 - (c) No outside advertisement for any vacancy within the Bargaining Unit shall be placed until the applications of present employees have been considered.
- 7.2 Promotions and Transfers
- (a) In the case of promotions and transfers, where the Employer determines qualifications and ability of applications are equal, seniority shall be the determining factor.
 - (b) An employee who accepts a position outside the Bargaining Unit within the Regional Division shall be given the option in writing to be placed on a leave of absence for up to one (1) calendar year, with a copy provided to the Union. During this leave the employee will continue to accrue seniority within the Bargaining Unit on the condition

that he/she continue to pay union dues. Such an employee shall have the right to return to an equivalent position within one (1) calendar year.

- (c) Employees temporarily assigned by the Superintendent/designate to a higher classification, identified by both the higher classification's hours of work and duties, shall receive that rate of pay for all hours worked while temporarily in the higher classification assignment. Employees temporarily assigned to a lower classification shall receive their previous rate of pay.
- (d) When an employee is demoted, for non-culpable reasons, by the Employer to a position with a lower basic rate of pay and/or reduced regular hours of work, the employee's basic rate of pay shall be frozen for twelve (12) months, or until the basic rate of pay for the new position is equal to or greater than the employee's previous basic rate of pay, whichever comes first.

7.3

Trial Period

- (a) Promotions and transfers shall be subject to a trial period of forty-five (45) calendar days.
- (b) An employee who is promoted or transferred to another position within the Bargaining Unit and, in the opinion of the Employer, has been unsuccessful during the trial period, shall be returned without loss of seniority to the former classification.
- (c) If an employee, who is promoted or transferred to another position within the Bargaining Unit, decides during the trial period that the position is not suitable, the Employer shall return the employee to the employee's former position.

ARTICLE 8 - PROBATION PERIOD

- 8.1 Newly hired regular employees, as defined in clause 5.2, shall serve a three (3) month probation period from the date of hire. Where the employee has been absent for a period of five (5) or more consecutive work days, during this period, the probationary period shall be extended by the same number of days. The probationary period may be extended by an additional three (3) months by mutual agreement.

Notwithstanding the above, casual and temporary employees will serve a probationary period of five hundred and twenty (520) hours. Should a casual or temporary employee be awarded a regular part-time or full-time position, s/he will serve the remaining probationary hours to a maximum of five hundred and twenty (520) hours.

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

During the probation period, employees shall be entitled to all rights and benefits of this Collective Agreement, except with respect to the grievance procedure for discharge, suspension and discipline, the employee benefit plan and the Local Authorities Pension Plan. After successful completion of the probation period, seniority shall commence from the date of hire.

ARTICLE 9 - LAYOFFS AND RECALL

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

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

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

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

9.4 Severance

In the event of permanent layoff, employees will be eligible for severance pay on the basis of one (1) week per year of employment to a maximum severance entitlement of twenty-four (24) weeks.

9.5 Seniority Rights to Bump

In the event of a layoff, or a reduction of the hours of a regular employee, the affected employees shall have the right to the following: the employee may, within 24 hours, exercise seniority rights to displace any junior employee in their geographical region, provided he/she has the required qualifications, skills, training, knowledge, experience, and efficiency to do the job, and only in the employee's same classification.

The displaced employee may elect to take the reduced hours position provided he/she has the required qualifications, skills, training, knowledge, experience, and efficiency to do the job, and only in the employee's same classification.

The following are the geographical regions: Region "A" is the municipalities of Warburg, Thorsby, Calmar, and Devon; Region "B" is the municipality of Leduc, and Region "C" is the municipalities of New Sarepta and Beaumont.

Clause 7.3 "Trial Period" does not apply to this process.

Notwithstanding the above, if there is a closure of any school, all affected employees will have the option to bump any employee in the same or lesser classification within their region.

ARTICLE 10 - HOURS OF WORK

10.1 Full-time hours of work shall be forty (40) hours per week, eight (8) hours per day, for five (5) consecutive days, Monday to Friday, excluding a minimum of a one-half (1/2) hour unpaid meal period.

- 10.2
- (a) Employees who work a full-time, eight (8) hour shift shall be entitled to two (2) paid fifteen (15) minute rest periods. Rest periods shall normally be taken at approximately the half-way point of each half of the shift.
 - (b) Employees who work half-time or greater but less than full-time shall be entitled to one (1) paid fifteen minute rest period in the shift.
 - (c) Employees, during each shift in excess of six (6) consecutive hours of work, shall be entitled to a total of at least thirty (30) minutes of unpaid rest during that shift.
 - (d) Notwithstanding the above mentioned, employees who have a split shift will not be required to take an unpaid rest during that shift.

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

ARTICLE 11 - OVERTIME

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

Where the Employer requires an employee to work on Saturday or Sunday, they shall be entitled to overtime compensation for such hours worked.

11.2 Overtime Rate – Overtime shall be paid at the rate of one & one-half (1 ½) times the regular base rate for the first three (3) hours per incident of overtime and two (2) times thereafter, or equivalent time off at the employees option at a mutually agreed time.

Employees required to work on a paid holiday named in Article 12 shall be paid double (x2) time the regular base rate for all hours so worked.

Banked Overtime – Shall be calculated and accumulated equivalent to the appropriate overtime rate of pay.

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

11.4 Overtime Authorization – All overtime must be authorized by the designated supervisor. All overtime is voluntary.

ARTICLE 12 - HOLIDAYS

12.1 The Employer recognizes the following as paid holidays:

- | | |
|----------------|---|
| New Year's Day | National Day for Truth and Reconciliation |
| Family Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Easter Monday | Christmas Day |
| Victoria Day | Boxing Day |
| Canada Day | Civic Holiday |
| Labour Day | |

And any other day other than those listed above proclaimed as a holiday by the Federal or Provincial Government or the Employer. However, should Easter Monday be an operational day, then the first Monday of Spring Break will be recognized instead of Easter Monday.

12.2 When any of the above noted holidays fall on a Saturday or Sunday, the employee shall receive another day(s) off with pay at a date mutually agreeable to both parties.

12.3 An employee who is requested to work on one (1) of the above mentioned holidays, shall in addition to a regular day's pay, be paid at one and one-half (1 1/2 x) times the employee's basic rate of pay for hours so worked.

ARTICLE 13 - VACATION

Regular Employees

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

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

During the first and last year of employment, the entitlement will be pro-rated according to the number of calendar months of service provided.

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

The vacation year is that period between September 1st and August 31st of the following year. Vacation entitlement is earned during each year of continuous service.

13.2 Except by advanced written permission from the Employer, vacation shall be taken during July and August. The Employer will circulate a Vacation Request Form during the month of April, to be returned by May 15.

13.3 Vacation Pay on Termination

Upon termination, an employee shall be entitled to a proportionate payment of salary or wages in lieu of accumulated vacation not yet taken.

13.4 Temporary and Casual Employees

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

13.5 Employees scheduled to work on a twelve (12) months per year basis may apply to carry over one (1) week vacation entitlement to the following year.

ARTICLE 14 - PAID SICK LEAVE

14.1 Sick Leave Defined

Sick Leave is the period of time an employee is permitted to be absent with full pay due to sickness, disability, quarantine or accident not covered by Workers' Compensation or the Alberta School Employee Benefit Plan.

Employees will communicate sick leave to the Head Custodian and the Custodial Coordinator by a telephone call, text message or email.

If the employee does not receive confirmation of the absence from the Custodial Coordinator, the employee must then communicate with a phone call to the Custodial Coordinator.

14.2 Sick Leave Rate

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

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

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

14.3 Extended Disability Leave

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

14.4 Proof of Illness

- (a) An employee who is absent from work to obtain necessary medical or dental treatment, or because of accident, disability or sickness, for a period of more than three (3) consecutive working days, shall be required to present his/her supervisor with medical confirmation within fourteen (14) calendar days from the commencement of the absence confirming the employee was not able to perform his or her duties.
- (b) An employee who is absent from work to obtain necessary medical or dental treatment, or because of accident or sickness for a period of three (3) consecutive working days or less may be required to present to his/her supervisor a signed statement giving the nature of the illness for such absence immediately upon return to duties.
- (c) In the case of any request for prolonged sick leave with pay, the Employer may require, at its expense, a certificate from a medical practitioner designated by the Employer, limited to determining when the employee will be able to return to work.
- (d) When an employee has been on sick leave and wishes to return to work, the employee may be required, by the Employer, to complete Black Gold's Return to Work Certificate stating that the employee is fit to perform all regular duties on a continuous basis (see Appendix B).

14.5 Sick Leave During a Leave Of Absence

When an employee is given leave of absence without pay and returns to work upon expiration of such leave of absence, the employee shall not receive sick leave credit for the period of such absence, but shall retain the cumulative credit.

ARTICLE 15 - LEAVES OF ABSENCE

15.1 Negotiations, Grievance, and Arbitration Leave

Representatives of the Union shall not suffer any loss of pay when required to carry on negotiations or in connection with a grievance or arbitration procedure with the Employer. The Union will reimburse the employer for any substitution costs.

15.2 Leave of Absence for Union Functions

Leave of absence without pay and without loss of seniority shall be granted to not more than two (2) employees, upon request to the Employer, to employees elected or appointed to represent the Union at conventions. Leave of absence without pay shall be granted to not more than two (2) employees to attend functions with the Union, its affiliated or chartered bodies.

15.3 Compassionate Leave

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

- (a) Up to five (5) days for spouse, child, parent or former guardian, brother, sister, parents of spouse (including common-law), grandparent, grandchild, stepchild, stepsibling, step-parent or other relative who resides within the custodian's household;
- (b) Not more than one (1) day because of the death of grandparent of spouse, brother-in-law, sister-in-law, daughter-in-law or son-in-law;
- (c) Those days referred to in clause (a) and (b) may be extended at the discretion of the Employer should additional time be required for travel;
- (d) Before a payment is made under (a), (b), or (c), the Employer may require a death/medical certificate stating that death/critical illness was the reason for the custodian's absence. Employees shall be entitled to bereavement leave while on vacation and will have their vacation reinstated for the days referred to in 15.3 (a) and (b).
- (e) The days of absence for death, referred to in clause 15.3 (a) must be taken during the time of the actual occurrence of the death, within reason; however, a request to defer days will not be unreasonably denied.

15.4 Funeral Leave

Leave of absence for one (1) day per year with pay will be available to attend the funeral of a person other than those referred to in clause 15.3 (a) and 15.3 (b).

15.5 Pallbearer Leave

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

15.6 Maternity/Parental Leave

The Employer shall grant Parental Leave in accordance with the provisions of the Employment Standards Code and implement a Registered Supplemental Unemployment Benefit Plan for the health-related portion of a maternity leave for the employee. The leave may be for a period not exceeding eighteen (18) months and shall expire on a mutually agreed date.

15.7 Paternity Leave

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

15.8 Adoption Leave

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

15.9 Jury Duty

Leave of absence without loss of salary shall be granted, provided that the employee remits to the Board any witness fee or jury stipend (excluding allowances and/or expenses) set by the court or other body,

- (a) For jury duty or any summons related thereto; and
- (b) To answer a subpoena or summons to act as a witness in any proceeding authorized by law to compel the attendance of witnesses.

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

15.10 General Leave

The Employer may grant leave of absence with or without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause. Such request to be in writing and approved by the Employer.

15.11 Inclement Weather

An employee who is required to be at work, and, despite reasonable effort, is unable to travel to their place of employment from their place of residence because of: a) inclement weather and b) impassable road conditions, is entitled to their wages for the periods of absence so occasioned.

ARTICLE 16 - DISCIPLINE AND DISMISSAL

- 16.1 An employee shall have the right to have a Union representative present at a meeting which involves disciplinary action and is likely to result in a written reprimand, suspension, demotion or termination.
- 16.2 In case of discharge and/or discipline the Employer shall only discharge or discipline for just cause.
- 16.3 An employee may be disciplined, suspended or discharged but only for just cause. Such employee and the Union shall be promptly notified in writing, by the Employer, with reasons for the suspension or discharge.

ARTICLE 17 - WAGES, PREMIUMS, AND ALL ALLOWANCES

17.1 Wages

The Basic Rates of Pay for each classification shall be expressed in hourly rates in Appendix 'A' which is attached to and forms part of this Collective Agreement. The pay period will be from the first of the month to the end of the month.

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

Premiums and Allowances

- 17.2 The Employer shall pay a shift premium of fifty cents (\$0.50) per hour to a custodian who is regularly scheduled to work two (2) blocks of time per day separated by more than three (3) hours inclusive of a scheduled lunch period.

- 17.3 The Employer shall pay a monthly allowance of two hundred dollars (\$200) to employees designated as Auxiliary Relief Custodians.
- 17.4 The Employer shall pay the registration cost upon successful completion of an academic or technical course approved by the Employer. The employee shall obtain Employer approval prior to registration.
- 17.5 Employees who are required by the employer to attend in-service programs shall be deemed to be on-the-job and Articles 11 and 12 shall apply.
- 17.6 Upon providing satisfactory proof of purchase, the Employer shall provide a footwear/winter glove allowance of one hundred dollars (\$100) per year.

ARTICLE 18 - PERSONNEL RECORDS

- 18.1 The parties agreed that after eighteen (18) months, provided there have been no further disciplinary actions during this period, no reference may be made to any disciplinary documentation in the employee's personnel file in future disciplinary matters or used against the employee in the event of transfer or promotions or demotion.

ARTICLE 19 - JOB CLASSIFICATION

- 19.1 The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent. Upon request, the Employer shall supply job description(s) to the employees and Union.

ARTICLE 20 - GRIEVANCE PROCEDURE

- 20.1 Any differences arising from the interpretation, meaning, operation or application of any of the terms of this Collective Agreement shall be subject to grievance procedure as outlined below:

Step 1 - When a difference allegedly has occurred, the employee(s) concerned shall, within 20 days from the date of the incident giving rise to the grievance or from the date the grievor first has knowledge of the incident, whichever is later, first seek to settle the difference with the Employee's designated Supervisor. A grievance submitted in writing will be replied to in writing by the Supervisor within ten (10) working days of receipt of the written grievance.

Step 2 - In the event that the grievance is not settled in Step 1, the Union shall, within fifteen (15) working days of the receipt by the Union of the reply from Step 1, submit the grievance in writing to the Associate Superintendent – Human Resources as a formal grievance for consideration. The Associate Superintendent – Human Resources will discuss the grievance with the Union's representative and the grievor, should the grievor choose to attend. The Associate Superintendent shall, within fifteen (15) working days of the meeting with the Union, reply, in writing, to the grievance.

Step 3 - Failing a satisfactory settlement being reached under Step 2, the Union may refer the dispute to arbitration by serving written notice, notwithstanding other sub-articles, within fourteen (14) working days in accordance with the provisions stipulated in Article 20.6.

- 20.2 The Employer acknowledges the right of the Union to appoint or elect stewards whose duties shall be to assist any employee that the steward represents in preparing and in presenting her grievance in accordance with the Grievance Procedure.

- 20.3 Where a dispute involving a question of general application or interpretation occurs, or where the Union has a grievance on the application or interpretation of the contract, Step 1 of this Article may be bypassed.
- 20.4 The time limits fixed in the Grievance Procedure may be extended by mutual consent in writing of the parties.
- 20.5 An employee, other than a probationary employee, shall have the right to proceed under the Grievance Procedure in matters of discharge, suspension and discipline.
- 20.6 When either party requests a grievance be submitted to arbitration, each party shall appoint one (1) member as its representative on the Arbitration Board within ten (10) days of such notice and shall so inform the other party of its appointee. The two (2) members so appointed shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairman. In the event of any failure to agree upon the appointment of a Chairman, either party may request the Director of Mediation Services to make the appointment.
- 20.7 The Arbitration Board shall not change, amend or alter any of the terms of this agreement.
- 20.8 The findings and decision of the majority is the award of the Arbitration Board and is final and binding upon the parties and upon any employee affected by it. If there is not a majority, a decision of the Chairman governs and it shall be deemed to be the award of the Board.
- 20.9 The Arbitration Board shall give its decision not later than sixty (60) days after the appointment of the Chairman provided, however, that this time period may be extended by written consent of the parties.
- 20.10 Each party to the Grievance shall bear the expense of its respective appointee and the two (2) parties shall bear equally the expenses of the Chairman.
- 20.11 All the aforesaid time limits referred to in the Grievance Procedure shall be exclusive of Saturdays, Sundays, Statutory Holidays, Summer Recess, Christmas Break, and Spring Break.
- 20.12 A grievance or arbitration shall not be deemed invalid by reason of a defect in form, technical irregularity, or an error of procedure if it results in a denial of natural justice.

ARTICLE 21 - EMPLOYEE BENEFITS

21.1 Employee Benefit Plan

Subject to the provisions of the Master Policies, and effective the first of the month following successful completion of the probationary period, all eligible employees, as a condition of employment shall be enrolled in the Alberta School Employee Benefit Plan for Life & AD&D, Plan 2 & EDB, Plan D.

21.2 The Employer agrees to make available the following plans for regular employees and contribute 90% toward the premium payable for:

- Plan 2 of ASEBP (Life and AD&D)
- Plan 1 - Extended Health Care of ASEBP
- Plan 3 - Dental
- Plan D - ASEBP (EDB)

- Plan 3 – ASEBP Vision/Hearing Care
- Alberta Health Care

Effective the first of the month following ratification, the Board will establish a combined Health Spending Account/Wellness Spending Account (HSA/WSA), which adheres to Revenue Canada Requirements and the Income Tax Act, by making monthly contributions for each eligible regular employee based on the FTE for the month. The annual contribution per FTE will be \$500.

21.3 Alberta Local Authorities Pension Plan

All regular employees who meet the eligibility requirements of the Local Authorities Pension Plan are required to participate in the Plan.

ARTICLE 22 - TERM OF AGREEMENT

22.1 Unless otherwise specifically provided, this Collective Agreement takes effect on the first of the month following ratification by both parties and remains in effect until August 31, 2024, and shall continue in force and effect beyond the expiration date from year to year thereafter unless amended or terminated as stipulated in Section 22.2.

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

ARTICLE 23 - COPIES OF THE COLLECTIVE AGREEMENT

23.1 The Union shall provide the Employer an adequate amount of the Collective Agreements to be distributed to every current employee and new employee upon appointment.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT THIS 10 DAY OF February, A.D., 2022.

The Board Of Trustees Of
Black Gold School Division:

Teamsters Local Union 987
of Alberta:



Chairman of the Board





Associate Superintendent

LETTER OF UNDERSTANDING #1

LETTER OF UNDERSTANDING RE: CUSTODIAL – BOARD ADVISORY COMMITTEE

Purpose

To foster and promote a quality working and learning environment by dealing with issues other than those covered in contract.

Powers and Duties

- To report deliberation to the Board at its next regular meeting.
- To forward recommendations, if any, to the Board for its consideration.

Membership

- Three (3) trustees.
- Superintendent and/or designate(s).
- The Union will appoint three (3) designates.

Meetings

- Two (2) times annually at minimum, up to four (4) or as mutually agreed.
- Chairpersonship and recording secretary duties will be rotated between a trustee and a member of the employee contract group.
- Agenda items to be submitted to the Superintendent or designate one (1) week in advance of each meeting.
- Meeting minutes will be circulated.

Compensation

- Pay for employees attending the one hour Custodial Board Advisory Meeting will be included in the employee's daily deployment.
- Union Appointees shall be compensated mileage at the rate approved annually by the Board of Education.

LETTER OF UNDERSTANDING #2

LETTER OF UNDERSTANDING RE: FIFTH CLASS POWER ENGINEERING CERTIFICATE

The Employer shall pay a premium of \$0.50 per hour to a custodian for whom the Employer requires to possess a Fifth Class Power Engineering certificate.

**APPENDIX A
Custodians**

Wage Schedule

Effective September 1, 2020 (0%)

	1	2	3	4	5
Custodian 1	\$ 19.42	\$ 19.66	\$ 19.91	\$ 20.17	\$ 21.41
Custodian 2 & Auxiliary Relief Custodian	\$ 22.42	\$ 22.64	\$ 22.89	\$ 23.14	\$ 24.41

Effective September 1, 2021 (0%)

	1	2	3	4	5
Custodian 1	\$ 19.42	\$ 19.66	\$ 19.91	\$ 20.17	\$ 21.41
Custodian 2 & Auxiliary Relief Custodian	\$ 22.42	\$ 22.64	\$ 22.89	\$ 23.14	\$ 24.41

Effective June 1, 2023 (1.25%)

	1	2	3	4	5
Custodian 1	\$ 19.66	\$ 19.91	\$ 20.16	\$ 20.42	\$ 21.68
Custodian 2 & Auxiliary Relief Custodian	\$ 22.70	\$ 22.92	\$ 23.18	\$ 23.43	\$ 24.72

Effective February 1, 2024 (1.50%)

	1	2	3	4	5
Custodian 1	\$ 19.95	\$ 20.21	\$ 20.46	\$ 20.73	\$ 22.01
Custodian 2 & Auxiliary Relief Custodian	\$ 23.04	\$ 23.26	\$ 23.53	\$ 23.78	\$ 25.09

Regular full-time employees and part-time employees will advance to the next pay step the first of the month following their seniority date.

Casual employees will be paid at the rate for Custodian I Step 1.

Effective February 1, 2024 – additional 0.5% will be added to wages retroactively to February 1, 2024 subject to the following Gain Sharing Formula:

- *Alberta's 20-year average (2000-2019) of Real Gross Domestic Product (GDP) is 2.7%. Provided that the "Average of All Private Forecasts for Alberta's Real GDP" for 2023 Calendar Year is at or above 2.7% as of February of 2024, then an additional 0.5% will be added to wages retroactively to February 1st, 2024.*

"Average of All Private Forecasts for Alberta's Real GDP" for 2023 Calendar Year would be a simple average of Alberta's Real GDP for 2023 across the following independent forecasting institutions:

- *Conference Board of Canada*
- *Stokes Economics*
- *BMO Capital markets*
- *CIBC World Markets*
- *Laurentian Bank*
- *National Bank*
- *RBC Royal Bank*
- *Scotiabank*
- *TD Bank*

The most recent publicly available forecast for Alberta's Real GDP for 2023 would be sourced from each institution at the time the pay-out determination would be made in February 2024.

APPENDIX B

Black Gold Regional Division No.18



BLACK GOLD
REGIONAL
DIVISION NO. 18

Return to Work Certificate

1. Employee's Name:

2. Employee's Position:

3. Date of this return to work assessment: _____

4. Anticipated date of return to work: _____

5. Is the employee ready to return to work on a continuous basis:

- With no restrictions? Yes ___ No ___
- With modified work? Yes ___ No ___

• If with modified work, please list work-related restrictions:

6. Are the restrictions temporary? Yes ___ No ___

- If temporary, please specify the anticipated length of the restriction(s)

- If temporary, what is the anticipated date of the employee's next medical appointment?

Date: _____

Attending Physician: _____ (signature)
_____ (please print name)

Work Address of Physician: _____

Black Gold Regional Division No.18