

THIS AGREEMENT is made in duplicate this _____ day of _____, 2023, pursuant to *The Education Act*, and *The Alberta Labour Relations Code*.

BETWEEN: THE FOOTHILLS SCHOOL DIVISION,
hereinafter called the "Board",

OF THE FIRST PART

AND: THE FOOTHILLS SCHOOL DIVISION MAINTENANCE ASSOCIATION,

a body corporate, incorporated under the laws of the Province of Alberta hereinafter referred to as "the Association",

OF THE SECOND PART.

WHEREAS, the Association is the duly elected bargaining agent for the maintenance personnel employed by the Board; and

WHEREAS, the Board and the Association desire to mutually establish wages, hours and working conditions for the employees to encourage closer co-operation, communication and understanding between the Board and the Association to the end that a satisfactory continuous and harmonious labour relationship will exist between the parties to this Agreement.

WHEREAS, the parties desire that these matters be set forth in an agreement to govern the following terms of employment of the employees;

NOW THEREFORE, the Undersigned parties to the Agreement, in consideration of the mutual promises and covenants herein contained mutually agree as follows:

Article 1 BARGAINING UNIT

1.1 This Agreement applies to those employees of the Board who as a condition of employment are employed to maintain schools and Board property, herein collectively referred to as employees.

1.2 Notwithstanding Article 1.1, employees holding the following designation shall be excluded from the Agreement:

- (a) Director of Facility Services
- (b) Administrative Assistant
- (c) Supervisor of Maintenance Operations
- (d) Administrative Support Staff
- (e) Personnel hired under a Infrastructure Maintenance & Renewal or Modernization Program or new Construction
- (f) Personnel hired for special work.

Article 2 TERM

- 2.1 This Agreement shall run from September 1, 2020, until August 31st, 2024, with changes coming into effect upon the date ratified by the Foothills Board of Trustees.
- 2.2 Either party may give to the other, not less than sixty (60) days nor more than one-hundred twenty (120) days prior to the anniversary date, notice in writing of its intention to commence collective bargaining with a view to reaching a new agreement.

Article 3 RECOGNITION

- 3.1 A new employee appointed to position shall serve an initial probation period of three (3) months followed by a work performance evaluation. A probationary period may be extended by the Director of Facility Services up to an additional three months with expectations in writing.
- 3.2 Permanent employees are those who occupy a position permanently established by the Board and are subject to all other terms and conditions of this agreement.
- 3.3 Temporary employees are hired to perform duties for a specific term or project. Upon continuous employment of three (3) months full-time equivalent (520 hrs.), the employee shall be entitled to all benefits.
- 3.4 Casual employees are hired on an “as needed, irregular” basis with no continual employment commitment.

Article 4 HOURS OF WORK

- 4.1 The normal work week shall be Monday through Friday eight (8) hours per day or forty (40) hours per week. (see LOU Hours of Work)
 - 4.1.1 Any work in excess of eight (8) hours per day or forty (40) hours per week shall be considered overtime and paid at the rate of one and one half (1 ½) times the regular hourly rate of pay or equivalent time off. Time off in lieu shall be one and one half hour (1 ½) for each hour worked. . In lieu time and overtime must be approved prior to it being worked in writing by the Director of Facility Services or designate. Hours to be accumulated and hours taken as time in lieu shall be pre-approved by the Director of Facility Services. Accumulated time must be taken within the current school year, however, extensions may be approved by the Director of Facility Services.
 - 4.1.2 Any employee who is called out to work in an emergency or other approved building or boiler checks shall be paid for actual time worked with a minimum of one (1) hour at the rate of one and one half (1 ½) times the employee's regular rate of pay for each call. When this callout occurs between the hours of 11:00 p.m. and 6:00 a.m., the employee shall be paid for actual time worked with a minimum of

two (2) hours at the rate of one and one half (1 ½) times the employee's regular rate of pay for each call.

4.1.3 Any employee who is called out to work in an emergency or is required by their supervisor to work overtime and the extra time worked is four (4) or more hours shall be eligible to claim for a meal upon production of receipts as per Administrative Procedure 514.

4.2 All employees are to be allowed an unpaid meal break of not less than 1/2 hour in the middle of a six (6) or eight (8) hour shift. All employees shall be permitted a paid fifteen (15) minute coffee break in the first and second half of a six (6) or eight (8) hour shift and a paid fifteen (15) minute coffee break in a four (4) hour shift.

* **Article 5 SALARY SCHEDULE**

Job Title	December 1, 2023
Electrical Electrician	\$38.05
Mechanical Plumber	\$38.05
Mechanical Maintenance Technician	\$32.33
Structural Carpenter	\$38.05
Structural Maintenance Technician	\$29.88
Grounds Grounds Maintenance Technician	\$29.88
Groundskeeper	\$25.41
Maintenance Technician General Maintenance Technician	\$28.45
Labourer	Not less than minimum wage
Lead Hand Apprenticeship	Will receive 5% in addition to the above rates Rates will be per Apprenticeship and Industry Training Act

\$1,800 bonus for each FTE employee in the bargaining unit working for FSD as of November 1, 2023. – This clause will be removed at the expiration of this contract.

5.1 Any employee designated to temporarily assume the duties of another employee (at a higher rate of pay), that employee shall be paid at the higher rate for the second and each subsequent day. If an employee, designated by the supervisor, assumes the duties of an employee at a lower rate of pay, he shall maintain their regular rate of pay.

- 5.2 With the exception of Labourer and Apprentice, the above-named positions are eligible for an additional compensation of \$75.00 per month upon proof of successful completion of a certificated course relevant to their assigned duties. Courses must be at least 240 hours in duration and have the approval of the Director of Facility Services prior to registering. "Grandfathering" may be considered but only if the course(s) meet the same criteria as specified above. (See LOU)

Article 6 SALARY PAYMENT

- 6.1 All permanent employees are paid on a monthly basis. At the employee's request, a mid-month advance will be issued.
- 6.2 Employees who have obtained prior written approval from the Director of Facility Services to participate in an approved educational opportunity and will receive pay and/or payment in the form of tuition for their enrolment paid for by the Division shall continue employment for one year upon completion of training. Where an employee voluntarily resigns from Foothills School Division within the one year period, the employer shall recover the funds by means of a one-time deduction from the employee's net pay. An educational opportunity will be defined as professional development that benefits the division and may require the individual to be away from their regular work for at least 4 consecutive weeks, or may be outside work hours for a combined total of 160 hours and present a significant cost to the division.

Article 7 GENERAL HOLIDAYS

- 7.1 The following holidays shall be paid holidays in accordance with the wage schedule of this Agreement and observed as:

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

- 7.1.1 If a General Holiday falls on a day that is not normally a working day for an employee, the employer shall schedule an alternate day off or, add one day to the employee's next vacation period or, provide one day's pay in lieu of the holiday, excluding Remembrance Day.
- 7.2 An Employee who is required to work on a General Holiday shall be paid two and one half (2 ½) times the regular hourly rate for each hour worked.

Article 8 VACATION

8.1 Vacation allotment for permanent employees shall be as follows:

One to two years	- 15 working days
Three to six years	- 20 working days
Seven to fifteen years	- 25 working days
Sixteen to twenty-four years	- 30 working days
Twenty-five years or more	- 35 working days

Vacation Pay for temporary staff shall be:

Zero to two years	- 4% of salary
Three to six years	- 6% of salary
Seven to fifteen years	- 8% of salary
Sixteen to twenty-four years	- 10% of salary
Twenty-five or more	- 12% of salary

Vacation pay for casual employees shall be paid in accordance with the Employment Standards Code.

8.2 An employee asking for vacation leave of more than three (3) consecutive working days must make their requests for holidays at least a week in advance and will not be denied subject to the operational needs of the Division.

Article 9 SICK LEAVE

9.1 Sick leave, with pay, will be granted to permanent employees for the purpose of obtaining necessary medical or dental treatment/appointment(s) because of accident, sickness, or disability, in accordance with the following schedule:

- a) two (2) working days per month accumulated to a maximum of seventy-five (75) working days. Accumulation of sick leave days during periods of illness will be determined as follows: full accumulation for illness up to 5 working days; 1 day of accumulation for illness 6 - 15 working days; and, no accumulation for any month in which illness exceeds 15 working days. The employee shall make application for Extended Disability after 90 consecutive calendar days of illness (approximately 60 working days).
- b) Employees who are less than full time are entitled to this benefit on the basis of the hours worked.
- c) Permanent employees who are laid off by the Division and return to work within a 1 year period to a permanent position shall have the unused portion of their accumulated sick leave days re-instated in full.

9.2.1 The period covered by Workers' Compensation Supplement shall be included when determining seniority and holiday benefits.

- 9.2.2 The employee is required to complete and sign the Employee Copy of the Workers' Compensation Board Accident Report Form and submit it to the supervisor.
- 9.2.3 If claim is denied by the WCB, the time taken off shall be deducted from the employee's accumulated sick leave allotment.
- 9.2.4 When the injured employee has been deemed fit to return to their former position, by a medical professional, he/she shall be placed in the same or comparable position with the same wages, entitlements and benefits as received when the injury occurred.

Article 10 GROUP INSURANCE

- 10.1 The Board will make available the following Alberta School Employee Benefit Plans or equivalent plans as mutually agreed by both parties to those who qualify in accordance with the provisions of the plan(s):
 - (a) ASEBP - Life AD & D Schedule 2
 - (b) ASEBP - Extended Disability Plan D
 - (c) ASEBP - Extended Health Care Plan 2
 - (d) ASEBP - Dental Care Plan 3
 - (e) ASEBP - Vision Care, Plan 3

The Board will also make available Alberta Health Care Insurance.

- 10.2 Participation in the Board's benefit plan is a condition of employment providing the general provisions of the plan are met.
- 10.3 Board monthly contributions towards the total premiums shall be as follows or as mutually agreed by both parties:
 - 100 % - ASEBP Life AD & D Schedule 2
 - 100 % - ASEBP E.D.P Plan D
 - 100 % - ASEBP EHC Plan 2
 - 100 % - ASEBP Dental Care Plan 3
 - 100 % - Alberta Health Care
 - 100 % - ASEBP Vision Care, Plan 3

10.4 Hepatitis B Vaccination

The Board agrees to pay for the initial inoculations for Hepatitis B - up to three injections. The employee assumes responsibility, including payment, for any follow-up booster inoculations.

Article 11 HEALTH CARE SPENDING ACCOUNT

11.1 Effective January 1, 2017, Foothills School Division will establish for each employee a Health Care Spending Account that adheres to Canada Customs and Revenue Agency requirements. The Board will also establish the opportunity for the Association to access a Wellness Spending Account that will be administered by the Alberta School Boards Employee Benefit Plan as soon as practicable. The Board will contribute \$50.00 per month for each eligible employee. The unused balance will be carried forward for a total accumulation of two years. Employees leaving the employ of the Division will forfeit any remaining balance. ASEBP will advise how this fund can be used to augment the regular benefit plan.

Article 12 PARENTAL BENEFITS

12.1 As per Employment Standards Code

Article 13 LEAVE OF ABSENCE

13.1 A temporary leave of absence with pay will be granted whenever the employee is absent, as follows:

13.1.1 For not more than three (3) working days because of each critical illness of spouse parent, child, sibling, or parent of spouse. One (1) additional day for necessary travel will be granted. Extra days may be granted at the discretion of the Superintendent of Schools or designate.

13.1.1.1 Critical illness shall be defined as a medical condition with a significant risk of death within twenty-six (26) weeks and shall be determined by a certificate from a medical doctor if required and paid for by the School Division up to thirty-five dollars (\$35.00).

13.1.2 For not more than three (3) working days because of death of spouse, parent, child, sibling, or parent of spouse. One (1) additional day, for necessary travel will be granted. Extra days may be granted at the discretion of the Superintendent of Schools or designate.

13.1.3 For not more than two (2) working days because of the death of each grandparent, grandparent of spouse, brother-in-law, sister-in-law, daughter-in-law or son-in-law. One (1) additional day for necessary travel will be granted.

13.1.4 For one (1) day, if necessary, to write each examination in an academic or professional course.

Article 14 OTHER LEAVES OF ABSENCE

- 14.1 Additional leaves of absence with or without pay and the Board's contribution to group insurance premiums may be granted to employees by the Superintendent or designate in consultation with the appropriate supervisors .

Article 15 TRANSFERS

- 15.1 Refer to Article 20.1.1.

Article 16 GENERAL CONDITIONS

- 16.1 Staff deployment is the responsibility of the applicable Supervisor of the employee in consultation with the Director of Facility Services with ultimate decision being the responsibility of the Assistant Superintendent, Corporate Services.
- 16.2 An in-service training program, to familiarize all new employees with supplies, materials, equipment and work procedures, will be implemented by the applicable Supervisor of the employee or a designate.
- 16.3 When school is closed by the Board for all students due to inclement weather, health reasons, or physical plant break-down, employees shall be required to attend work unless excused by the Director of Facility Services or designate.
- 16.4. Reimbursement for reasonable travel expenses shall be made upon approval of claims made in accordance with Administrative Procedure 514.
- 16.5 All employees covered by this agreement must pay the required Association dues. The said dues will automatically be deducted by payroll for said employees, monthly, and remitted to the Association as per the *Labour Relations Code*.
- 16.6 Any employee having a disciplinary letter on their file and who has demonstrated to Administration and to the Association that they have not had any recurrences or any additional disciplinary action taken against them shall be notified by letter, a copy of which will be placed in the Record of Service file and have the disciplinary letter removed from their file after a period of eighteen months (18) with the approval of the Assistant Superintendent, Corporate Services.
- 16.6.1 Any employee having a letter of commendation or a disciplinary letter placed on their file will be supplied with a copy of the letter.
- 16.7 Employment with the Board will not be confirmed until the requirements in Administrative Procedure 405

Article 17 GRIEVANCE PROCEDURE

17.1 A grievance is defined as any difference between the parties to this Agreement, or between the employees covered by this Agreement and the Board, concerning the interpretation, application, operation, or alleged violation of this Agreement, including as to whether a difference can be the subject of arbitration.

17.1.1 Any complaint or alleged grievance by an employee must first be discussed with their immediate supervisor (one from whom work orders are assigned) and with the Director of Facility Services within twenty (20) working days of the incident prompting the grievance or within twenty (20) working days of the time the employee had reasonable opportunity to know that a difference has arisen. If a satisfactory resolution is not mutually agreed, the Director of Facility Services shall communicate this decision in writing to all parties involved within one (1) calendar month, then the alleged grievance must be forwarded in writing by the employee to the Association Grievance Committee which shall include:

- a) Reference to the Collective Agreement article which is alleged to have been violated;
- b) Background information pertinent to the alleged grievance;
- c) Solution (action) requested.

17.1.2 The Association Grievance Committee shall review the alleged grievance with the employee and with the Director of Facility Services and seek a solution. If a satisfactory solution cannot be reached within two (2) calendar months, and the Association Grievance Committee or grievor believes the alleged grievance is valid, they shall forward the detail in writing to the Assistant Superintendent, Corporate Services which shall include:

- a) Reference to the Collective Agreement article which is alleged to have been violated;
- b) Background detail including action sought by the Association Grievance Committee;
- c) Solution (action) requested.

17.1.3 The Assistant Superintendent, Corporate Services shall review the alleged grievance and call a meeting with two (2) members of the Association's Grievance Committee (one who is not a member of the Association's Salaries Negotiating Committee), two (2) members of the Board (one who is a member of the Board's Salaries Committee), who jointly shall render a decision in writing within one (1) calendar month of receipt of the alleged grievance from the Association Grievance Committee.

- 17.1.4 If a satisfactory settlement is not reached, either party may notify the other of its desire to submit the difference to arbitration and in that event the provisions of the *Alberta Labour Code*, Article 134 (b) to (j) inclusive, shall apply.
- 17.1.5 The time limits referred to in the grievance procedure may be extended by mutual agreement, in writing, between the parties.
- 17.1.6 Any employee grieving under this Agreement shall have the right to have a representative of the Association with him/her at any or all steps of the grievance procedure.
- 17.1.7 All written grievance correspondence between employees and the Board shall be copied to the Association.
- 17.2 In the event, at any stage, of the aforesaid procedure the grieving party fails to take the necessary action within the time limit specified, the grievance shall be deemed to be at an end.
- 17.3 During any and all proceedings outlined in the Grievance Procedure, the employee(s) shall continue to perform their duties, unless they have been suspended or discharged.

Article 18 DISCHARGE AND SUSPENSION

- 18.1 A claim by an employee (who has completed their probationary period and who has been discharged or suspended from the employ) that their discharge or suspension was without just cause shall be treated as a grievance and will be dealt with as per the Grievance Procedure as outlined in this document.

Article 19 SENIORITY

- 19.1 Seniority is defined as the length of Full Time Employment service with the Board and shall be one of the factors considered in determining promotions, transfers, demotions, lay offs, recalls and vacation.
- 19.2 An employee shall not lose or accrue seniority rights if he is absent from work because of sickness, accident, or approved leave of absence or is reinstated after wrongful dismissal.
- 19.3 Seniority shall be lost for:
- (a) Discharge for cause
 - (b) Termination
 - (c) Retirement

Article 20 PROMOTIONS AND TRANSFERS

- 20.1. Transfers or promotions shall be considered in the best interest of the employee and the overall operation of the Division.

- 20.1.1 A transfer request by an employee from within the same supervisory authority may be approved to fill the vacant position without advertising Division wide.
- 20.1.2 If the position is not filled by internal transfer, the job will be posted on a Division wide basis and advertised, if deemed necessary, simultaneously in the local papers at least ten (10) calendar days prior to effective date. Present employees who apply will be considered first for the position.
- 20.2 The Association shall be supplied with a listing of employees on staff covered by this agreement as required.
- 20.3 An employee who is promoted or transferred may be on probation for three (3) months. Upon a written evaluation by the Director of Facility Services, the probationary period may be extended for an additional three (3) months followed by a second written evaluation. An employee promoted shall not receive the promoted position rate of pay until the probationary period has been satisfactorily served. If the employee proves unsatisfactory or does not wish to remain in the position during the probationary period, an attempt will be made to place the employee in a mutually agreed position and pay scale.

Article 21 CLOTHING ALLOWANCE

- 21.1 A clothing allowance of \$300 for each permanent employee shall be made payable to the Foothills School Division Maintenance Association, specifically to purchase clothing for its members. Items must be approved by the Director of Facility Services prior to their being purchased, and may include, but is not limited to, clothing that identifies the wearer as a Foothills School Division employee, or CSA approved footwear. The cost of embroidery to include the FSD logo shall be the cost of the Division.

Article 22 PAY IN LIEU OF NOTICE

- 22.1 In accordance with the Employment Standards Code.

Article 23 JOB CLASSIFICATION

- 23.1 The Employer will maintain up-to-date job descriptions for all classifications covered by the agreement. Any changes or modifications to a classification will be presented to and discussed with the Association prior to implementation.

When a change or modification is made to a job description all employees' in the classification will be provided with a copy of the revised job description.

The Employer will notify the Association in writing of any new classification created during the term of the agreement, along with a copy of the job description and the proposed rate of pay.

In the event that the proposed rate of pay for the classification cannot be agreed between the Employer and the Association, the matter shall be determined by Arbitration.

Article 24 MANAGEMENT RIGHTS

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

IN WITNESS WHEREOF the parties have executed this Agreement this _____ day of _____, 2023.

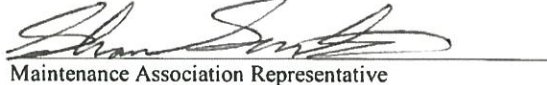
**ON BEHALF OF THE BOARD OF
TRUSTEES OF FOOTHILLS
SCHOOL DIVISION**

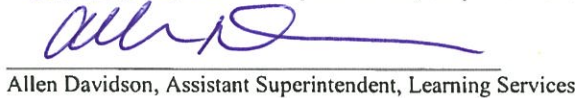
**ON BEHALF OF THE FOOTHILLS
SCHOOL DIVISION
MAINTENANCE ASSOCIATION**


Theresa Letendre, Chair


Chad Reed, President Maintenance Association


Andrew Chipman, Assistant Superintendent, Corporate Services


Maintenance Association Representative


Allen Davidson, Assistant Superintendent, Learning Services


Anthony Savarzin