

# **UNION PROPOSALS**

**To amend the Collective Agreement**

**- between -**

**CUPE** / *Canadian Union  
of Public Employees*  
**Local 1075**

**- and -**

**Battle River Regional Division No. 31**

**Presented: August 24, 2016**

CUPE Local 1075 reserves the right to amend or delete the enclosed proposals at any time. It is understood that only those matters mutually exchanged for negotiations will be subject to negotiation, unless mutually agreed otherwise.



Canadian Office & Professional Employees Local #491

**CUPE LOCAL 1075**  
**BATTLE RIVER REGIONAL DIVISION #31**  
**PROPOSALS FOR NEGOTIATIONS 2016**

Presented to the Employer on August 24, 2016

**CURRENT LANGUAGE**

**ARTICLE 4 – DEFINITION OF EMPLOYEES AND APPLICATION**

- 4.1 A "*regular-full-time employee*" is a person who is appointed to a regular full-time position established by the Employer and who works the normal full-time hours of work established by the Employer.
- 4.2 A "*regular-part-time employee*" is a person who is appointed to a regular part-time position established by the Employer and who works less than the normal full-time hours of work established by the Employer.
- 4.3 A "*temporary employee*" is a person appointed to a temporary position, of not less than ninety (90) calendar days in duration, established by the Employer to replace a regular employee to cover a specific work assignment of a temporary nature, or to replace a regular worker that is on extended sick leave or long term disability. The employer may terminate the employment of a temporary employee at any time during the temporary position without recourse by the employee to the grievance procedure.
- 4.4 Temporary employees will be entitled to the provisions of the Collective Agreement which would be afforded to a regular employee with the same full-time equivalency unless specifically provided otherwise in the Collective Agreement. Temporary employees will not have access to long term disability benefits.

**UNION PROPOSAL**

**Amend Article 4 to read:**

**ARTICLE IV – DEFINITION OF EMPLOYEES AND APPLICATION**

- 4.5 Temporary employees will be entitled to the provisions of the Collective Agreement which would be afforded to a regular employee with the same full-time equivalency unless specifically provided otherwise in the Collective Agreement. ~~Temporary employees will not have access to long term disability benefits.~~

**CURRENT LANGUAGE****ARTICLE 10 - HOURS OF WORK**

- 10.1 The normal work week shall be Monday to Friday inclusive, and shall consist of eight (8) consecutive hours each day including two fifteen (15) minute coffee breaks or one-half (1/2) hour lunch break. Part-time employees shall be granted coffee breaks in accordance with hours worked.
- 10.2 During periods when the school is not in session (e.g. Christmas break, Easter break, Spring break and Summer closure) employees shall be permitted to adjust their hours of work by working four days in one week at ten hours per day, if agreed to by the supervisor.

**UNION PROPOSAL****Amend Article 10.01 to read:**

- 10.1 The normal work week shall be Monday to Friday inclusive, and shall consist of eight (8) consecutive hours each day including two fifteen (15) minute coffee breaks or one-half (1/2) hour lunch break. Part-time employees shall be granted coffee breaks in accordance with hours worked, as follows:
- **Working a minimum of four (4) hours – one (1) fifteen (15) minute break**
  - **Working 6 hours or more two fifteen (15) minute breaks**

**CURRENT LANGUAGE****ARTICLE 12 - WAGES**

- 12.1 Custodians designated as responsible for and engaged in caretaking functions under the supervision and control of a Director of Operations and Maintenance as outlined in Employer Policy shall receive the following salaries:

		<b><u>Start rate</u></b>	<b><u>After successful completion of the probationary period</u></b>
September 1, 2012-14	<u>Custodians</u>	\$18.47/hour	\$20.86/hour
September 1, 2012-14	<u>Head Custodian</u>	\$20.86/hour	\$23.85/hour

**The following wage adjustments shall be applied to all the above noted classifications:**

**12.2 Wage Increase:**

Year 1 – (September 1, 2012) 0.0% increase to all classifications

Year 2 – (September 1, 2013) 0.0% increase to all classifications

Year 3 – (September 1, 2014) 0.0% increase to all classifications

Year 4 – (September 1, 2015) 3.0% increase to all classifications

		<u>Start rate</u>	<u>After successful completion of the probationary period</u>
September 1, 2015	<u>Custodians</u>	\$19.02/hour	\$21.49/hour
September 1, 2015	<u>Head Custodian</u>	\$21.49/hour	\$24.57/hour

**UNION PROPOSAL****TO BE NEGOTIATED A WAGE INCREASE TO ALL CLASSIFICATIONS FOR EACH YEAR OF THE AGREEMENT.****CURRENT LANGUAGE****ARTICLE 15 – SICK LEAVE PROVISIONS**

- 15.1 Sick leave is defined as a period of time an employee is absent from work due to disability or illness for which the employee is not eligible for compensation under the Workers' Compensation Act or the Unemployment Insurance Act.
- 15.2 Sick leave with pay shall be granted to regular employees on the basis of one and one-half (1½) days per full month worked, from the Employees first day of hire to a regular position, with any unused sick leave accumulating to a total accumulation of sixty-four (64) work days. Sick days used shall be paid at the employees regular rate of pay.
- 15.3 The payment of sick leave benefits shall be suspended following 90 calendar days, and the benefits of the Alberta School Employees Benefit Plan (ASEBP) Extended Disability Plan shall apply where an employee is so eligible for these ASEBP benefits.
- 15.4 A regular employee returning from an ASEBP EDB leave, providing medical documentation stating the employee is fit to return to work, shall be provided an additional sick leave benefit of 90 calendar days.
- 15.5 Employees reporting off sick must do so to the Human Resources Department or Custodian/Grounds Coordinator as early as possible, unless unusual

circumstances do not permit, before the commencement of their duties. Failing to do so, the employee will be considered absent from duty without leave.

- 15.6 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 work days, shall be required to present medical proof substantiating the need for medical leave.
- 15.7 A record of all unused sick leave will be kept by the Employer. At the close of each calendar year, each employee shall be provided with a record of his accumulated sick leave. Any employee is to be advised on application of the amount of sick leave accrued to his credit.
- 15.8 If a part time employee moves to a full time position, sick leave will be transferred from part time days to full time days.
- 15.9 If a temporary employee moves to a regular position, without a break in service, their accrued sick leave entitlements will be transferred.

### **UNION PROPOSAL**

#### **Amend Article 15 to read by adding new 15.10:**

- 15.10 Employees that retire and start drawing their funds from the pension plan, shall receive from the Board a pay-out of their accumulated sick bank based on the following:**
- **After fifteen years of service – 20% pay-out of accumulated sick days**
  - **After twenty years of service – 25% pay-out of accumulated sick days**
  - **After twenty-five years of service – 30% pay-out of accumulated sick days**
  - **After thirty years of service – 50% pay-out of accumulated sick days.**

### **CURRENT LANGUAGE**

#### **ARTICLE 17 - LEAVE OF ABSENCE**

- 17.1 Application for leave of absence shall be submitted in writing to the Director of Operations and Maintenance or the Custodian/Grounds Coordinator and may be granted at the discretion of the Director of Operations and Maintenance or the Custodian/Grounds Coordinator, with or without pay. These requests shall not be unreasonably denied.
- 17.2 An employee who is absent without the authority of the employer may result in disciplinary action up to and including termination.
- 17.3 The employer agrees that representatives of the Union may attend meetings

during working hours for the purpose of negotiations and grievances at a time mutually agreed by both parties. Any leave of absence approved by the Employer in this regard shall be on a without pay and without benefits basis.

### **UNION PROPOSAL**

#### **Amend Article 17 to read and by adding new 17.4:**

**17.4 An Employee shall be allowed one (1) day of personal leave of absence per year with pay. Any granting of a request for a personal leave of absence will be at the discretion of the Employer and shall not be unreasonably denied so long as the request is made at least twenty-four (24) hours prior to the start of the personal leave.**

### **CURRENT LANGUAGE**

#### **ARTICLE 19 - BENEFIT PLANS**

- 19.1 The Employer shall pay 80% of the premiums of all participating employees for Alberta Health Care, Extended Health Care, Dental Plan, and Group Life and Long Term Disability and 60% of the premiums of all participating employees for Vision Care, including July and August premiums for those employed for the school term.
- 19.2 Eligibility will be subject to the terms of the various plans. Only regular employees shall receive the benefit of the Employer share of these plans.
- 19.3 All regular employees shall become members of the Local Authorities Pension Plan pursuant to the provisions of the Employer's policies relative to the L.A.P.P.
- 19.4 Effective September 1, 2012, all Regular Employees shall have access to a health spending account in the amount of \$500.00 per year.

Eligibility will be subject to the terms of the Health Spending Account rules.

Note: Effective the first day of the month following ratification.

### **UNION PROPOSAL**

#### **Amend Article 19 to read by amending 19.4:**

**19.4 All regular Employees shall have access to a health spending account in the amount of six hundred dollars (\$600.00) per year and each year thereafter.**

Eligibility will be subject to the terms of the Health Spending Account rules.

**NOTE: Temporary Employees shall receive the benefits listed in Article 19**

### **CURRENT LANGUAGE**

#### **ARTICLE 20 - TERM OF COLLECTIVE AGREEMENT**

- 20.1 Unless otherwise specifically provided for in this Collective Agreement, this Collective Agreement shall take effect on the first of the month following ratification by both parties until the expiration date of August 31, 2016 and shall continue from year to year thereafter unless either party gives to the other party notice in writing not more than one hundred twenty (120) days and not less than sixty (60) days from the termination date in the year that it desires its termination or amendment.
- 20.2 Either party desiring to propose changes or amendments to this Collective Agreement within the above stated period shall give notice in writing to the other party with a list of the changes or amendments proposed.
- 20.3 Any changes deemed necessary to this Collective Agreement may be made by mutual agreement at any time during the existence of this Collective Agreement.

### **UNION PROPOSAL**

**The term of the agreement is to be negotiated.**

### **UNION PROPOSAL**

#### **To review & renew Letter of Understanding**

- Re: Modified Hours of Work during Summer Months
- Re: Relieving pay Head Custodian

### **GENERAL ISSUES**

**The Union wishes to discuss and negotiate the following issues and reserves the right to present proposals during negotiations.**

**And any other issues that may arise during the negotiating process.**

CUPE Local 1075 reserves the right to amend or delete these proposals at any time. It is understood that only those matters mutually exchanged for negotiations will be subject to negotiation, unless mutually agreed to by both parties to this Collective Agreement.



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