

**THE RED DEER PUBLIC SCHOOL
DISTRICT NO. 104**

and

**THE CANADIAN UNION
OF PUBLIC EMPLOYEES
LOCAL 1012**

COLLECTIVE AGREEMENT

SEPTEMBER 1, 2017 – AUGUST 31, 2019

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This Agreement made this __ day of October, A.D. 2017

Between:

The Red Deer Public School District No. 104
Red Deer, Alberta (hereinafter called "**the Employer**")

and

The Canadian Union of Public Employees, Local 1012
chartered by the Canadian Union of Public Employees and
affiliated with the Canadian Labour Congress
(hereinafter called "**the Union**")

ARTICLE 1 - PREAMBLE

1.01 Whereas it is the desire of both parties to this 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.

1.02 And whereas it is the desire that methods of bargaining and matters pertaining to the working conditions of the Employees be drawn up in an Agreement:

It is agreed as follows:

ARTICLE 2 - RECOGNITION

2.01 The Employer or anyone authorized to act on its behalf, approves and recognizes the Canadian Union of Public Employees, Local 1012, as the sole collective bargaining agency for all custodial and maintenance personnel and hereby consents and agrees to negotiate with the Union or any authorized committee thereof, in any and all matters affecting the relationship between the parties to this Agreement, looking forward to a peaceful and amicable settlement of any differences that may arise between them.

No Employee shall be required or permitted to make any written or verbal agreement which may conflict with the terms of this contract.

In respect of Employees covered by this Agreement, the Employer shall not recognize during the currency of this Agreement, any other bargaining agent in respect of any matters herein dealt with.

2.02 It is agreed that Employees shall not be laid off or suffer reduction of wages or hours of work as a result of work being contracted out.

ARTICLE 3 - DISCRIMINATION

3.01 The Employer, its servants and agents agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any Employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, lay-off, discipline, discharge or otherwise by reason of race, creed, colour, national origin, political or marital status, family status, age, gender or by reason of the Employee's membership in the Union.

- 3.02 The Red Deer Public School District is committed to providing a harassment free work environment in which all individuals are treated with respect and dignity as per District policy and other legislative regulations.

ARTICLE 4 - UNION MEMBERSHIP AND CHECK OFF OF UNION DUES

- 4.01 All Employees covered by this Agreement, as a condition of continued employment, shall become members of the Union within thirty (30) days of commencement of employment.
- 4.02 The Employer agrees to deduct from the wages of all Employees covered by this Agreement, as a condition of employment, the regular monthly dues of Local 1012 of the Canadian Union of Public Employees. The Secretary-Treasurer of the School District shall remit to the Secretary-Treasurer of Local 1012, Canadian Union of Public Employees, the amount of Union dues deducted together with a list of those Employees' names for whom dues have been deducted not later than the fifteenth (15th) of the month following that in which the dues were deducted.
- 4.03 The Employer shall forward a list of all employees' names, addresses and phone numbers to the Recording Secretary of Local 1012. The list shall be forwarded by October 15th and May 15th of each year.

ARTICLE 5 - THE EMPLOYER SHALL ACQUAINT NEW EMPLOYEES

- 5.01 The Employer shall:
- a) acquaint new employees with the fact that a Union Agreement is in effect; and
 - b) provide each new employee with a copy of this Agreement; and
 - c) notify the Union of the date and place of the commencement of work of each new employee; and
 - d) give the Union the opportunity to meet for one hour maximum, once during working hours, with the new employee for the purpose of acquainting them with the benefits and duties of union membership, and their responsibilities and obligations to the Employer and the Union. Unless unusual circumstances exist, this meeting should include as many new employees as possible.
- 5.02 The Union agrees that:
- a) no further Union activity other than formal negotiations, grievances or arbitration procedures shall take place during working hours without the permission of the Employer.

ARTICLE 6 - COLLECTIVE BARGAINING

6.01 Bargaining Committee

A Bargaining Committee shall be appointed and consist of not more than five (5) members of the Employer, as appointees of the Employer, and not more than five (5) members of the Union, as appointees of the Union. The Union will advise the Employer of the Union nominees to the Committee.

6.02 Representative of CUPE

The Union shall have the right at any time to have the assistance of a Representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

6.03 Meeting of Committee

In the event of either party wishing to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement. However, arrangements for such meeting must be made within ten (10) calendar days after the request has been given.

6.04 Time Off for Meetings

Any representative of the Union on this Bargaining Committee, who is in the employ of the Employer shall have the privilege of attending meetings of the Bargaining Committee held within working hours without loss of remuneration.

6.05 The Employees on the Bargaining Committee will not lose pay for the time spent at the Union's Bargaining Committee meetings in preparation for bargaining. The Union will endeavour to notify the Employer in writing of the names of the Employees and the dates requested no later than ten (10) working days in advance.

ARTICLE 7 - SENIORITY

7.01 Seniority Defined

Seniority is defined as the length of service in the bargaining unit.

7.02 Seniority List

The Employer shall maintain a seniority list showing each Employee's accrued seniority, original date of employment and current occupational classification.

An up-to-date seniority list shall be sent to the Union in October of each year.

7.03 Seniority for New Employees

Newly hired Employees shall be considered on probation until they complete 1040 hours paid by the employer calculated from the date of employment. During the probation period, employees shall be entitled to all rights and privileges of this Agreement for which they are eligible. The employment of such Employees may be terminated at any time during this period at the sole discretion of the Employer. After completion of the probation period, the seniority date will be established to the first day of Employment with the Employer.

7.04 Seniority During Absence

If an Employee is absent from work because of sickness, accident, lay-off or leave of absence approved by the Employer, the Employee shall not lose seniority rights.

An Employee shall only lose seniority in the event:

- a) The Employee is discharged for just cause and is not reinstated.
- b) The Employee resigns.
- c) After a lay-off, the Employee fails to return to work within ten (10) calendar days, after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the Employee to keep the Employer informed of their current address.
- d) That as a substitute caretaker they do not accept work during a period of ninety (90) consecutive days.

7.05 Seniority During Transfers to Supervisory Positions

The selection of Employees for Supervisory positions, or for any position not subject to this Agreement, is not governed by this Agreement. However, if an Employee is the successful applicant for a position outside the bargaining unit, and transfers back to his/her former position, he/she shall have all his/her seniority recognized by the Employer, as long as the reversion to his/her former position occurs within six (6) months. After the six (6) month period the Employee will forfeit all rights to reversion.

In a voluntary transfer situation, where an Employee agrees to a request by the Employer to temporarily fill in a supervisory position for a specified period of time, the Employee will be returned to his/her former position without loss of seniority or salary.

7.06 Definition of Employees

- a) Full-time Employee: A person hired to work eight (8) hours per day, forty (40) hours per week.
- b) Part-time Employee: A person hired to work less than eight (8) hours per day or five (5) days per week. The assigned hours may be scheduled for not less than three (3) hours per day. Employee must have an assignment of twenty (20) or more hours per week to be eligible for benefits as per section 28.01.01.
- c) Substitute Employee: A person called in to replace an absent Employee or to provide additional assistance.
- d) Casual Employee: A person hired to provide additional help or for a specific job for a period of four (4) months or less. The four (4) month period for casual Employees may be extended by mutual agreement between the Employer and the Union.
- e) Permanent Substitute Employee: An Employee hired to work a forty (40) hour week on an ongoing basis, performing the duties required to replace an absent Employee or to provide additional assistance. The work of the Employee in this position will be directed by the Director of Facility Services or the Manager of Facility Services. This position qualifies for all benefits provided in the collective agreement.

ARTICLE 8 - PROMOTIONS AND STAFF CHANGES

8.01 Union Notification

The Union and Employees shall be notified in writing within ten (10) working days of all vacancies or new positions in the bargaining unit. All such notices shall provide a minimum of five (5) working days from date of notification until the deadline for applications to be submitted. The Union shall be notified in writing within ten (10) working days following the effective date of all appointments, hirings, lay-offs, transfers, recalls, rehiring and terminations of employment for those covered by this Agreement.

8.02 Notice of Staff Changes

Ten (10) working days prior to filling any vacancies, new positions, staff changes or promotions of a permanent nature covered by the terms of this Agreement, the Employer shall notify the Union in writing. Such notice shall contain the following information: Nature and location of position, required qualifications, shift schedule and wage or salary rate or range.

The Union shall be sent a copy of advertisements of positions covered by this Clause at the same time as they are advertised elsewhere. In making promotions and staff changes, first consideration shall be given to applicants within the Bargaining Unit.

8.03 Promotions

Both parties recognize that job opportunity should increase based on seniority date, therefore in making staff changes, transfers, promotions, and filling vacancies and new positions appointments, shall be made of the applicant with the greatest seniority and having the required qualifications. The successful applicant shall be placed on trial for a period of six (6) months. Conditional on satisfactory service, such trial promotions shall become permanent after the period of six (6) months. However, the trial period may be extended for an additional six (6) months in cases where there are concerns about the performance of the individual in their new role. In the event the successful applicant wishes to return to their previous position or proves unsatisfactory in the position during the aforementioned trial period, they shall be returned to their former position or by agreement of the employee to a similar position without revisions to the seniority date or salary of the former position. Any other Employee promoted because of the rearrangement of positions shall also be returned to their former position without revisions to the seniority date and salary of their former position.

8.04 Lateral Transfers

A lateral transfer occurs when an employee moves to a different site/work assignment in the same classification and with the same hours of work per week.

a) When a vacancy occurs:

Where an employee requests a lateral transfer to a vacant position, preference shall be given to applicants senior in service who have the required qualifications. Seniority may be waived in any case where an employee is requesting a second transfer within a year.

b) When no vacancy occurs:

- i) An employee who wishes to transfer to a different site/work assignment must submit a written request to the Manager of Facility Services between April 1st and April 15th.
 - ii) A list of potential sites/work assignments available for transfer will be provided to the applicants by May 1st.
 - iii) The Manager of Facility Services will consult individually with each applicant in order to determine the list of possible sites/work assignments available to the applicant for transfer.
 - iv) Transfers will be determined on the basis of seniority by May 15th and communicated to the applicants by the Manager of Facility Services.
 - v) The final decision to enact the transfer will require the approval of the applicant and the Human Resources department.
 - vi) The actual transfer to the new job site/work assignment will occur on June 30th.
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8.05 Temporary Appointees

A temporary appointee is defined as a substitute employee appointed by the Employer to a half (½) time or greater position to replace an employee whose absence will be longer than twenty (20) working days. The position of Temporary Appointee may occur as a result of a General Leave, a compassionate Care Employment Insurance Benefit Leave or a Medical Leave.

In the case of a Compassionate Care Employment Insurance Benefit Leave, the date used to determine the eligibility for a substitute employee to become a Temporary Appointee will be the date the supporting medical evidence note (relating to the seriously/terminally ill “near relative”) is received by the Human Resources office or a date which is mutually agreed upon by the employee who is taking the leave and the Associate Superintendent of Human Resources.

In the case of a medical leave, the date used to determine the eligibility for a substitute employee to become a Temporary Appointee will be the date the supporting medical note is received by the Human Resources department.

8.06 Employees appointed under Article 8.05 shall be entitled to the benefits of this collective agreement during the term of such appointment.

ARTICLE 9 - LAY-OFFS AND RECALLS

9.01 A lay-off shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

9.02 Lay-offs and Recall Procedure

Both parties recognize that job security should increase based on the seniority date. Therefore, in the event of a lay-off, Employees shall be laid off in the reverse order of their seniority within occupational classes.

9.03 Employees shall be recalled in the order of their seniority date providing the Employee has the necessary qualifications to perform the work available as outlined in the job description.

9.04 No new employees shall be hired until those laid off have been given an opportunity of recall to positions for which they have appropriate qualifications.

9.05 Employees who are to be laid off, will be notified by the Employer in advance according to the following schedule:

- a) All Employees employed four (4) years or less:
shall be given ten (10) working days notice
- b) All Employees employed four (4) years but less than six (6) years:
shall be given twenty (20) working days notice
- c) All Employees employed six (6) years but less than eight (8) years:
shall be given twenty-five (25) working days notice
- d) All Employees employed eight (8) years but less than ten (10) years:
shall be given thirty (30) working days notice
- e) All Employees employed ten (10) or more years:
shall be given forty (40) working days notice

If the Employee laid off has not had the opportunity to work the above-mentioned days after notice of lay-off, they shall be paid in lieu of work for that part which work was not made available.

9.06 A laid off Employee may assume the most junior full-time or part-time position for which they are qualified for with the Employer. This right must be exercised prior to the effective day of lay-off. The transferring Employee will be granted a twenty (20) working day trial period. During this trial period, if for any reason the Employer finds the Employee's work unsatisfactory after said twenty (20) working day trial, the Employee shall become laid off as originally notified.

9.07 Continuation of Benefits

The Employer agrees to pay the full coverage for all Employee Benefit Plans, as per Article 28.01.01, for Employees laid off for periods of less than two (2) months. After two (2) months, Employees so affected shall have the right to continue this coverage at the Employee's expense in the full amount of the premiums for an additional period of six (6) months.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 The Employer acknowledges the right of the Union to appoint or otherwise select a grievance committee who shall be Employees of the Employer. The personnel of such a Committee shall be communicated to the Employer, prior to the processing of the grievance.

10.02 Should a dispute arise between the Employer and any Employee(s) regarding the interpretation, meaning, operation or application of this Agreement, including any question as to whether a matter is arbitrable or where any allegation is made that this Agreement has been violated, an earnest effort shall be made to settle the dispute in the following manner:

Informal Stage: The parties agree that some matters may be resolved by open discussions with the Employee's supervisor. Therefore, the Employee shall, within ten (10) working days of the issue(s), meet with their immediate supervisor to seek a settlement of the issue(s) in question. The supervisor shall verbally notify the Employee of any decision within ten (10) working days of the meeting. If the issue(s) cannot be resolved through such informal means, the following process may be followed:

- Step 1 Within twenty (20) working days of the act giving rise to the alleged grievance, the Employee(s) concerned, together with their Steward or a member of the CUPE 1012 Executive, shall submit to the Director of Facility Services a written statement of the particulars of the complaint and the redress sought. The Director of Facility Services shall render a decision within five (5) working days.
- Step 2 Failing agreement being reached under Step 1 within ten (10) working days, the dispute will be submitted to the Associate Superintendent, Human Resources in writing who shall then meet with the Union and the grievor to hear the particulars of the grievance. The Associate Superintendent, Human Resources shall render a written decision within ten (10) working days.
- Step 3 Failing resolution of the grievance under Step 2, the grievance may be referred to the Employer in writing within ten (10) working days. A hearing shall be granted by the Employer within twenty (20) working days of receiving the application. The Employer shall render a decision within ten (10) working days following the hearing.
- Step 4 Failing satisfactory settlement, the Union or Employer shall give notice in writing within fifteen (15) days to the other party of their intention to refer the dispute to Arbitration in accordance with the provisions of the Alberta Labour Code.
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- 10.03 Where a dispute involving a question of general application or interpretation occurs, the Employer and the Union may by-pass Step 1 of this Article.
- 10.04 Replies to grievances shall be in writing at all stages for Steps 1 through 4.
- 10.05 Grievances settled satisfactorily 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.

ARTICLE 11 - ARBITRATION

- 11.01 Arbitration shall be in accordance with the provisions of the Alberta Labour Code.

ARTICLE 12 - WARNINGS, DISCHARGE AND SUSPENSION CASES

- 12.01.01 In the event the Employer initiates a disciplinary action against an Employee which may result in the suspension or discharge of the Employee, the following procedure shall be followed:
- 12.01.02 In cases of suspension, discipline and discharge, such action by the Employer shall be for just cause only. The Employee shall be notified in writing of the action and/or penalty with a copy to the Secretary of the Union.
- 12.01.03 Whenever the Employer censures an Employee, the Employer shall give written particulars of such censure within ten (10) working days to the Employee, and a copy to the Secretary of the Union.
- 12.01.04 The Employer shall notify an Employee in writing of any expression of dissatisfaction concerning their work within ten (10) working days of the event of the complaint, with a copy to the Union. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of the Employee's record for use against the Employee at any time. This article shall be applicable to any complaint or accusation which may be detrimental to an Employee's advancement or standing with the Employer, whether or not it relates to the Employee's work. The Employee's reply to such complaint, accusation or expression of dissatisfaction must be provided within ten (10) working days and shall become part of the record. Adverse reports, letters of reprimand, disciplinary reports, letters of suspension shall not be used against an Employee and shall be removed from an employee's record after a period of 24 months, unless the incident is similar or is related to a subsequent documented incident.
- 12.01.05 An Employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 10 - Grievance Procedure; Steps 1 and 2 of the Grievance Procedure may be omitted in such case.
- 12.01.06 Should it be found upon investigation that an Employee has been unjustly suspended or discharged, such Employee shall be immediately reinstated in their former position without loss of seniority rating, and shall be compensated for all time lost at a rate equal to their normal rate of earnings during the pay period preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the board of Arbitration if the matter is referred to such a Board. All information pertaining to the discipline, suspension or discharge shall be removed from the Employee's file. Other information pertaining to unrelated warnings, discharges or suspensions shall be retained as per Article 12.01.04.

- 12.01.07 In the event that any group of Employees engage in a strike and maintain picket lines, the Employees covered by this Agreement shall have the right to refuse to cross such picket lines. Failure to cross such picket lines by members of the Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.
- 12.01.08 The Employee shall, in all cases involving disciplinary action, have the opportunity to have a C.U.P.E. 1012 representative present. The Union will supply a list of the C.U.P.E. Local 1012 representatives on a yearly basis or when changes occur.

ARTICLE 13 - HOURS OF WORK

- 13.01 This Article provides the basis for establishing work schedules but shall not be read or construed as a guarantee of hours of work per day or week or a guarantee of days per week.
- 13.02 The regular hours of work for full-time Employees shall be forty (40) hours per week, eight (8) hours per day, Monday to Friday, inclusive.
- 13.02.01 Paid break entitlements for all employees shall be as per the following chart:

Length of Shift	PAID BREAK ENTITLEMENTS	
	15 minute	30 minute lunch/supper
Caretaker less than 4 hours	1	
Caretaker more than 4 but less than 8 consecutive hours		1
Caretaker more than 6 but less than 8 consecutive hours	1	1
Caretaker – 8 consecutive hours	2	1
Maintenance – 8 consecutive hours	2	1 on-site
Caretaker – 8 hours split shift	1	1
Caretaker more than 4 but less than 8 hours in a split shift format		1
Caretaker more than 6 but less than 8 hours in a split shift format	1	1

- 13.02.02 Any employee that is required to work a split shift shall be paid a split shift premium of one dollar and fifty cents (\$1.50) per hour, effective September 1, 2012.
- 13.02.03 Caretakers hired for additional caretaking hours outside of their current assignments shall be paid at their current position’s rate of pay and applicable overtime.

13.02.04 Summer Work

Every effort will be made to offer additional summer hours, as required, to part time employees.

13.03.01 During the months of July and August the Employer will endeavour to allow Employees to work a modified work week.

13.03.02 The Employer will review the work space assignment of each Caretaker who is taking more than four (4) weeks of vacation during July and August to determine the requirement, if any, for additional caretaking staff time to be allocated to the work space assignment.

13.04 In the event of an Employee starting work any day and being sent home before completing four (4) hours in that day, the Employee shall be paid for four (4) hours. In the case of a part-time employee whose number of assigned daily hours is less than four (4) and who is being sent home before the completion of the assigned shift, that employee shall be paid for the number of assigned hours for that day, however, not paid less than three (3) hours.

13.05 Workload Review

The assignment and scheduling of the workload for caretakers will be carried out by the Manager of Facility Services in consultation with the Director of Facility Services and the Human Resources Department. The assignment and scheduling of the workload for Trades and Maintenance personnel will be carried out by the Director of Facility Services in consultation with Human Resources Department.

13.05.01 In the event an Employee is dissatisfied with their assignment and/or work load the Employee shall submit a written request to the Human Resources Department for a work load review. The Employee's request for a review shall include a summary of specific work load concerns.

13.05.02 A committee consisting of one member from School District Administration and one member from C.U.P.E. 1012 who is a shop steward or on the C.U.P.E. 1012 executive shall conduct the work load review. The C.U.P.E. committee member shall be a caretaker for caretaker work load review and a maintenance employee for a maintenance work load review.

13.05.03 The committee shall:

- a) meet with the Employee to review and investigate the Employee's concerns, and;
- b) jointly conduct an on-site review of the Employee's work load and assignments.

13.05.04 Within five (5) working days of the review, the committee shall submit a report in writing to the Director of Facility Services.

13.05.05 Within five (5) working days of receiving the report, the Director of Facility Services will render a decision and advise the Employee and C.U.P.E. 1012 in writing of the results of the work load review.

ARTICLE 14 - OVERTIME

14.01 Overtime Rates

All time worked beyond the Employee's scheduled working hours shall be on a voluntary basis and time worked beyond eight (8) hours per day or forty (40) hours per week shall be deemed to be overtime. Overtime shall be paid or taken as time in lieu of overtime at the rate of time and one-half

(x 1.5) for the first four (4) hours, and double time (x2) thereafter. By mutual agreement between the Employer and the Employee, overtime may be taken as time in lieu.

14.02 Authorization of Overtime

All Overtime will require authorization in writing by the Director of Facility Services or designate.

14.03 Call-Out

If an Employee is called to work outside the regular scheduled working hours, the Employee shall be paid a minimum of two (2) hours at the overtime rate or actual time worked at the overtime rate, whichever is greater.

14.04 Overtime During Lay-Offs

There shall be no major overtime worked in any classification while there are Employees on lay-off from that classification able to perform the available work.

14.05 Stand-by

An Employee required to be on stand-by shall be compensated at the rate of twenty five dollars (\$25.00) per day for all days Monday to Friday. An Employee required to be on stand-by shall be compensated at the rate of fifty dollars (\$50.00) per day for all Saturdays, Sundays, and Statutory Holidays (as per Article 15). Any on site work required during stand-by will be compensated at overtime rates with a minimum of two (2) hours for each callout. Subsequent calls within the two (2) hour period shall for the purposes of calculation be considered as one call.

14.06 An Employee assigned to stand-by shall not be on stand-by for more than a seven (7) day period and there shall be a schedule established that rotates all Trades and Maintenance Employees who have completed the probation period described in Article 7.03 through the schedule on an equal basis.

ARTICLE 15 - HOLIDAYS

15.01 No Employee shall normally be required to work on the following holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday or First Monday of Spring Break	December 24 th or last working day prior to Christmas Day
Victoria Day	Boxing Day
Canada Day	
Civic Holiday	

15.01.01 An Employee shall be paid for General Holidays provided:

- 1) The Employee has worked for more than thirty (30) days during the preceding twelve (12) months.
- 2) The Holiday falls on a day that would, but for the Holiday, have been a working day for the Employee.

If one of these holidays should fall on a regularly scheduled day off, the Employee shall be granted time off with pay, in lieu of the General Holiday, on a mutually agreed day.

- 15.02 If an Employee works on a Holiday, they shall be paid at the rate of time and one-half (x 1.5) for the first four (4) hours and double time (x 2) thereafter, plus another day off in lieu of the Holiday, at a time as mutually agreed between the Employee and the Supervisor.
- 15.03 All holidays proclaimed by the Government of Alberta or the Government of Canada shall be recognized as holidays, except when replacing the named holidays in 15.01.

ARTICLE 16 – VACATIONS

- 16.01 Vacation year means the twelve (12) month period commencing on the first day of July in each calendar year and concluding on the thirtieth day of June of the following calendar year.
- 16.01.01 Substitute Caretakers and casual Employees shall be paid vacation pay as follows:
- a) For an Employee who has been employed for less than 2080 hours, four per cent (4%) of their wages;
 - b) For an Employee who has been employed for more than 2080 hours, six per cent (6%) of their wages.
- 16.02 Employees shall be entitled to vacation with pay as provided in the following schedule:
- | | |
|--------------------------------------|-----------------|
| After one (1) year of service | three (3) weeks |
| After seven (7) years of service | four (4) weeks |
| After fourteen (14) years of service | five (5) weeks |
| After twenty (20) years of service | six (6) weeks |
- 16.03 An Employee who has completed less than one (1) full year of service prior to the commencement of the vacation year shall receive one and one quarter (1 1/4) working days vacation with pay for each month worked.
- 16.04 Employees to receive additional vacation entitlement as provided in Article 16.02 shall in the vacation period immediately following their anniversary date, receive a pro-rated increase calculated from their anniversary date of employment.
- 16.05 An Employee leaving the service at any time in the vacation year before having taken their vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.
- 16.06 Holiday During Vacation
- If a Holiday falls or is observed during an Employee's vacation period, they shall be granted an additional day of vacation for each such Holiday in addition to their regular vacation.
- 16.07 Approved Leave of Absence During Vacation
- Where an Employee qualifies for sick leave during their period of vacation, there shall be no deduction from vacation credits for serious illness verified by a medical certificate from the attending physician. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date as mutually agreed upon.
- 16.08 Unbroken Vacation Period
- An Employee shall be entitled to receive a minimum of three (3) weeks vacation entitlement in an unbroken period.
-

ARTICLE 17 - SICK LEAVE PROVISIONS

17.01 Paid Sick Leave Defined

- a) Sick leave means the period of time the Employee is absent from work by virtue of being sick, disabled, exposed to contagious diseases or because of an accident for which compensation is not payable under the Workers' Compensation Act.
- b) When an Employee is required to travel 100 km or greater (one way) for the purpose of medical referral and/or treatment and is unable to schedule such time outside of work hours, the Employee shall have the right to utilize sick leave credits for such absence, provided the employee notifies the Employer as soon as possible in advance of the appointment and provided that the Employee submits satisfactory proof of attendance at such appointment when required by the Employer to do so.

17.02 Sick Leave

Sick leave credits shall be granted on the basis of two (2) working days for each completed month of service to a maximum of twenty-four (24) working days in any one year.

17.02.01 Unused sick leave credits may be accumulated to a maximum of one hundred and twenty (120) working days.

17.02.02 An Employee who becomes eligible for receipt of disability benefits as provided in the Employee's Long Term Disability Plan, will not be entitled to receive sick pay benefits and no further salary shall be paid.

17.03 The terms of the Employee's Extended Disability Plan are as follows:

- a) There is a ninety (90) calendar day time period which must be exercised by an Employee who is off work for medical reasons before the Employee is eligible to participate in the Extended Disability Benefit program.
 - b) In the event that it appears that an Employee may be off work for an extended period of time because of medical reasons, the first sick day off work will determine the calculation of the ninetieth (90th) calendar day.
 - c) The benefit provider (Alberta School Employee Benefit Plan) will determine the eligibility of the Employee to participate in the Extended Disability Program.
 - d) Accumulated sick leave credits will be used to pay for the work days included in the ninety (90) day calendar count.
 - e) An Employee who becomes eligible for receipt of disability benefits as provided in the Employee's Extended Disability Plan, will not be entitled to receive sick pay benefits and no further salary will be paid.
 - f) If an Employee does not have enough sick leave credits to cover the work days included in the ninety (90) calendar day count, the Employee will not receive salary for the uncovered period of time until such time as the Employee returns to work. Employees wanting to return to work during or after the ninety (90) calendar day count will require a medical clearance report signed by a qualified medical practitioner.
-

g) When an Employee returns to work after spending a period of time on the Extended Disability Plan, that Employee will be able to carry forward any unused sick leave credits which were not used to cover the time of the ninety (90) calendar day count.

17.04 Proof of Illness

17.04.01 Before payment is made under the provisions of Clause 17.02 or 17.03, the Employee shall provide, if requested by the Employer, the following in a format acceptable to the Employer:

A report signed by a qualified medical practitioner where the absence is for a period of more than three (3) days.

17.04.02 The Employer may request a report signed by a qualified medical practitioner in cases where an Employee has been absent for five (5) days or more during the school year.

17.05 Sick Leave Without Pay

Sick leave without pay may be granted at the discretion of the Employer to an Employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay is granted.

ARTICLE 18 - LEAVES OF ABSENCE

18.01 Leave For Union Business

- a) Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on negotiations or in connection with a grievance or arbitration procedure with the Employer.
- b) The Employer shall grant without loss of salary or wages a maximum aggregate of five (5) days per year for Local 1012 delegates to attend functions of the Canadian Union of Public Employees, with unused days allowed to accumulate to a maximum of eight (8) days. Leave without pay for union business shall be granted by the Employer upon written request five (5) working days in advance of the commencement of such leave.

18.02 Compassionate Leave

18.02.01 An employee may apply to the Associate Superintendent - Human Resources at no loss of salary, for the following:

- a) In any one school year, not more than four (4) working days for attendance at a funeral of each near relative. However, when the funeral is to be held more than four hundred (400) kilometers from Red Deer, then five (5) working days shall be granted for each near relative.
 - b) In any one school year, not more than three (3) working days for the critical illness of each near relative. For the purposes of this clause, critical illness shall be defined as a medical condition which is life-threatening or which requires admission to a hospital intensive care unit.
 - c) In any one school year, not more than one (1) working day for the attendance at the funeral of each close friend, aunt, uncle, first cousin, niece, nephew, or other relatives who may have been a member of the employee's household at the time of death.
-

Near relative: Parent, spouse, sibling, child, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild.

18.02.02 When an employee qualifies for compassionate leave during their period of vacation, there shall be no deduction from vacation credits for such absence. The vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the Employee's option.

18.03 Jury Duty

The Employer shall pay an Employee who is required to serve as a juror or court witness the difference between the Employee's normal earnings and the payment, exclusive of expenses received for jury service or court witness. The Employee will present proof of service and the amount of pay received.

18.04 General Leave

The Employer shall grant leave of absence without pay or benefit premiums and without loss of seniority to any Employee who makes a request in writing five (5) working days in advance of the days requested, provided that the Employer is satisfied that the Employee has good and sufficient cause for such leave. Loss of benefit premium payment will only apply to leaves longer than thirty (30) calendar days.

18.05 Maternity/Parental Leave

Maternity/Parental leave shall be granted in accordance with the provisions of the Employment Standards Code and School District Policy.

18.06 Personal Leave with Pay

Except in the case of local medical appointments or dental appointments, an employee is to apply to the Associate Superintendent – Human Resources, for personal leave with pay, providing as much advanced notice as possible. In the case of local medical appointments or dental appointments, an employee must notify the office of the Associate Superintendent – Human Resources, as soon as possible in advance of the leave requirement.

A full time employee is allowed the equivalent of four (4) full time working days per year at no loss of salary for those reasons which are specified below. Half days may also be taken, in which case there would be a total of eight (8) half days available to a full time employee each year.

A part time employee will be eligible to take up to four (4) assigned shift times per year at no loss of salary.

When an Employee requires 1.5 hours or less of time off for a local medical or dental appointment, the Employee must make arrangements in advance with the Director of Facility Services or Manager of Facility Services, as appropriate, to be absent from work for the indicated period of time. The Employee will return to the work site and complete the remaining shift time (unless the 1.5 hours or less occurs at the end of a shift). The time lost from work will not be charged to Personal Leave With Pay, but will be considered as paid time. No substitute Employee will be engaged to cover the lost time for Employees who are absent from duty under these conditions.

Employees will make every effort to schedule medical and dental appointments outside of their work schedule.

Such leaves include:

- a) Family Illness
 - i) Spouse or common law partner or same gender partner
 - ii) Child or other related individual who is under the Employee's direct care and whose permanent residence is that of the Employee
- b) Medical Appointments
- c) Dental Appointments
- d) Adoption Leave
- e) Paternity Leave
- f) Acting in an official capacity at a funeral
- g) Fire or flood in an employee's home
- h) Graduation of employee, spouse or child
- i) Non-routine medical appointment on behalf of a spouse, child or parent
- j) Employees shall have the option of the use of one (1) day of personal leave per year (out of the allocated four (4) days of leave) for personal reasons.
- k) The above leaves of absence shall not be unreasonably denied.

18.07 Notwithstanding any of the above, in special situations the Associate Superintendent - Human Resources may extend the leave or grant a leave for a special circumstance. Days not used may not be accumulated.

18.08 Compassionate Care Leave

An Employee shall be granted an unpaid leave for up to eight (8) weeks, in accordance with the provisions of the Employment Insurance Compassionate Care Benefit Plan, to care for a near relative who has a serious medical condition with a significant risk of death. During such a leave, the Employee will continue to accumulate all benefits and seniority under this Collective Agreement. If the Employee chooses to make contributions for the period of leave to the pension or benefits plan, the Employer will pay the Employer's contributions for the same period. On return from leave, Employees will be placed in their former position.

ARTICLE 19 - SAFETY

19.01 The Union and the Employer shall cooperate in continuing and improving the safety measures now in effect. This shall be carried out by the Health and Safety Committee. This Committee shall be comprised of one Caretaking staff, one Trades or Maintenance Employee, and the Employer's representative(s). The Committee shall meet as required.

19.02 Members of the Health and Safety Committee shall conduct an inspection of each work site at least once a year.

19.03 In the event of an accident, incident or occupational health problem, a Union member of the Health and Safety Committee shall be allowed to complete an investigation. Upon completion of the investigation the Committee member shall file a written report on the investigation with the Union and the Employer.

19.04 Time spent by members of the Committee in the course of their duties shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement. The Committee shall schedule its duties to fall within the normal scheduled work times of Committee members.

ARTICLE 20 - SUPPLEMENTATION OF WORKERS' COMPENSATION

20.01 During the period an Employee is prevented from performing regular work on account of an occupational accident which is recognized by the Workers' Compensation Board as compensable within the meaning of the Workers' Compensation Act, the Employer shall pay the Employee contribution of:

- a) Local Authorities Pension Plan and
- b) Dental Plan premiums, as described in Article 28.01.01, if participating.

ARTICLE 21 - LONGEVITY PAY

21.01 In recognition of long service, the Employer agrees to pay a longevity bonus in accordance with the following:

- a) After fifteen (15) years of service \$125.00.
- b) Each year after fifteen (15) years of service an additional \$50.00. i.e. Year 16 - \$175.00.
- c) This longevity pay shall be due on the anniversary date of the employment and shall be paid in a lump sum by December 15th of each year.
- d) The maximum amount of bonus paid to any Employee will be \$1025.00. Any Employees currently receiving bonuses of more than \$1025.00 will have their bonuses capped at current levels.

ARTICLE 22 - PAYMENT OF WAGES

22.01 The Employer shall pay wages twice monthly by the 15th and 25th in accordance with Schedule "A" attached hereto and forming part of this Agreement, except for substitute Caretakers and casual Employees who shall be paid once per month. On each pay day, each Employee shall be provided with an itemized statement of wages and deductions. The Employer may pay wages by way of a direct deposit system.

22.02 Appointee Pay

If a regular Employee is appointed to act on any job during the absence of another Employee, they shall receive the rate for the job, or the Employee's regular rate, whichever is greater.

22.03 Upon hiring, Employees may be placed at any advanced step on the salary grid on the basis of relevant experience, and subject to agreement between the Employer and C.U.P.E. Local 1012.

ARTICLE 23 - PART-TIME EMPLOYEES

23.01 Part-time Employees shall receive the wage rates, conditions of employment and perquisites specified in this Agreement on a pro-rated basis according to their hours of work.

ARTICLE 24 - PENSION PLAN

24.01 Every eligible Employee shall participate in the Local Authorities Pension Plan or any successor pension plan. The Employer and the Employee shall make contributions in accordance with the provisions of the Plan.

ARTICLE 25 - PLURAL TERMS

25.01 Whenever the singular is used in this Agreement, it shall be considered as if the plural has been used where the context of the party or parties hereto so require.

ARTICLE 26 – TERMINATION

26.01 Termination of Employment

Whenever an Employee's services are terminated by the Employer, except as provided for in Section 7.03, or for just cause, they shall be given notice and/or paid:

Five (5) work days for Employees employed for more than three (3) months but less than two (2) years;

Ten (10) work days for Employees employed for more than two (2) years but less than four (4) years;

Twenty (20) work days for Employees employed for more than four (4) years but less than six (6) years;

Twenty-five (25) work days for Employees employed for more than six (6) years but less than eight (8) years;

Thirty (30) work days for Employees employed for more than eight (8) years but less than ten (10) years;

Forty (40) work days for Employees employed for more than ten (10) years.

ARTICLE 27 - CHANGES IN CLASSIFICATION

27.01 When the duties in any classification are changed or where the Union and/or the Employee feels they are unfairly or incorrectly classified, or when any position not covered in Schedule "A" is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to the Grievance Procedure and Arbitration. The Employer agrees to draw up descriptions for classifications of Employees. Said descriptions shall be provided to the Union and the Employee.

ARTICLE 28 - GROUP HEALTH BENEFITS

28.01.01

	<u>Employer Portion</u>	<u>Employee Portion</u>
Alberta Health Care	100%	0
ASEPB Extended Health Care, Plan 1 Effective: April 1, 2004	100%	0

ASEBP Life Insurance, Plan 2	100%	0
ASEBP Extended Disability, Plan D	100%	0
ASEPB Dental Care, Plan 3	Single – 100% Family – 100%	0 0
ASEBP Vision Care, Plan 3	100%	
Health Spending Account	\$550.00 per year	0

- 28.01.02 Substitute Employees shall be eligible for group health benefits as per clause 28.01.01 when they are appointed to a position replacing an Employee who will be absent longer than twenty (20) consecutive days. Casual employees shall not be eligible for group health benefits per clause 28.01.01.
- 28.01.03 The Board may arrange for an alternative to the A.S.E.B.P. on the understanding such plan provides equivalent coverage to A.S.E.B.P.
- 28.02 It shall be a condition of employment for all new Employees, who are eligible, to participate in the Alberta School Employee Benefit Plan. The Employee shall within fifteen (15) working days of commencement of employment complete the appropriate registration and/or waiver forms.
- 28.03 The Employee shall within fifteen (15) working days notify the Employees of any changes in dependent status.

ARTICLE 29 - MANAGEMENT RIGHTS

- 29.01 Management reserves all rights not specifically restricted by this Agreement.

ARTICLE 30 - CLOTHING ISSUE AND IDENTIFICATION

- 30.01 The Board will provide proper I.D. tags to Maintenance Employees. A quantity of coveralls shall be provided for use by Employees, with laundry provided.
- 30.02 The Employer shall pay a protective clothing allowance for Employees in the amount of sixty dollars (\$60.00) per annum.

ARTICLE 31 - JOB DESCRIPTIONS

- 31.01 No job description shall contain the words "and other related duties", but shall have at the end of each job description the following words:
 "Nothing contained in this job description shall prevent the assignment of additional tasks on a short term basis."
- 31.02 The Employer agrees to maintain job descriptions for all positions for which the Union is the bargaining agent.
- 31.03 The Employer shall present each new Employee with a copy of the related job description within the Employee's first week of employment.

ARTICLE 32 - TRAVEL EXPENSE REIMBURSEMENT

32.01 When a regular work assignment requires travel between two or more sites, located at a distance of more than one-half (0.5) kilometre from one another, by means of an Employee's own vehicle, the Manager of Facility Services shall authorize compensation at the rate of seventy-five dollars (\$75.00) per month.

ARTICLE 33 - TERM OF AGREEMENT

33.01 This Agreement shall be binding and remain in effect from September 1, 2017 to August 31, 2019 and shall continue from year to year thereafter. Either party desiring termination or amendment of the Collective Agreement shall give to the other party notice in writing not more than one hundred and twenty (120) days and not less than sixty (60) days prior to the 31st of August, 2019 requiring either party to the Agreement to commence collective bargaining. The parties shall exchange full particulars of all desired amendments at the first meeting.

33.02 Retro-Active Pay for Terminated Employees

An Employee who has severed employment between the termination of this Agreement and the effective date of the new Agreement shall receive the full retroactivity of any increase in wages, salaries or other perquisites.

SIGNED ON BEHALF OF THE:

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1012**

**RED DEER PUBLIC SCHOOL
DISTRICT NO. 104**

PRESIDENT

CHAIR OF TRUSTEE NEGOTIATING COMMITTEE

SECRETARY

VICE-CHAIR OF THE BOARD OF TRUSTEES

C.U.P.E. REPRESENTATIVE

ASSOCIATE SUPERINTENDENT,
HUMAN RESOURCES

SCHEDULE 'A'

September 1, 2017 – August 31, 2019

FACILITY SERVICES - CARETAKERS:

	Hourly Wage
	Sept 1, 2017
Step 1 - first 2080 hours	16.28
Step 2 - 2081-4160 hours	17.96
Step 3 - 4161- 6240 hours	19.61
Step 4 - 6241 - 8320 hours	21.30
Step 5 - after 8321 hours	22.95

Each Caretaker shall be placed on the grid according to service.

Head Caretakers in schools with more than one (1.0) F.T.E. Caretaker assignment shall be placed at Step Five.

FACILITY SERVICES – TRADES AND MAINTENANCE:

General Labourer (former Maintenance I):

Step 1 - first 1040 hours	22.56
Step 2 - after 1040 hours	25.55

Specialist (former Maintenance II):

Step 1 - first 1040 hours	24.23
Step 2 - after 1040 hours	27.28

Apprentice (former Maintenance III):

Step 1 - first 1040 hours	29.96
Step 2 - after 1040 hours	33.89

Journeyman (former Maintenance IV):

Step 1 - first 1040 hours	31.23
Step 2 - after 1040 hours	35.32

Casual Help 15.19


CUPE Initials

RDPSD Initials

SCHEDULE 'B'

September 1, 2017 – August 31, 2019

MONTHLY ALLOWANCES:

HEAD CARETAKER

Basic Allowance: **\$77.77**

Additional Allowance: **\$30.30** for each 1.0 FTE increment, or fractional portion of an increment, resulting from the combined FTE of all caretakers who report to the Head Caretaker.

For example:

0.1 - 1.0 FTE caretakers reporting to the Head Caretaker = \$30.30;

1.1 - 2.0 FTE caretakers reporting to the Head Caretaker = \$60.60;

etc.

Any Head Caretaker whose allowance may currently exceed the amount provided by the formula outlined above shall continue to receive their current allowance for the duration of the time that they remain in their current position.

The **District Head Caretaker**, responsible for overseeing substitute caretakers and training, shall receive an allowance equivalent to that provided for a Head Caretaker overseeing three additional caretakers.

An **Assistant Head Caretaker** * shall receive an allowance equivalent to that provided for a Head Caretaker overseeing one additional caretaker.

*In a situation where a school building has been assigned a minimum of ten (10) F.T.E. Caretakers plus one (1) F.T.E. Head Caretaker, then that building shall be eligible for the assignment of the position of Assistant Head Caretaker. The position will be included as part of the ten (10) F.T.E. Caretaker assignment and no additional time will be assigned to the building.

BUILDING OPERATOR'S LICENSE **\$74.29**
(only in positions where required)

C.C.
CUPE Initials
Rn
RDPSD Initials