

**2018 – 2021**

**COLLECTIVE AGREEMENT**

**BETWEEN**

**FORT MCMURRAY PUBLIC SCHOOL**

**DISTRICT NO. 2833**

**AND**

**CANADIAN UNION OF PUBLIC**

**EMPLOYEES LOCAL 2545**

## Table of Contents

PREAMBLE	5
ARTICLE 1 TERM OF AGREEMENT	5
1.01 Duration	5
1.02 Changes in Agreement	6
ARTICLE 2 RECOGNITION AND NEGOTIATION	6
2.01 Bargaining Unit	6
2.02 Employees Included	6
2.03 Work of the Bargaining Unit	6
ARTICLE 3 DISCRIMINATION	6
3.01 Discrimination and Harassment in the Workplace	6
ARTICLE 4 UNION MEMBERSHIP REQUIREMENT	6
4.01 All Employees Must Be Members	6
ARTICLE 5 CHECK OFF OF UNION DUES	7
5.01 Collection of Dues by Employer	7
5.02 Deductions	7
5.03 Commencement of Deductions	7
5.04 Dues Receipts	7
5.05 Document Submission	7
ARTICLE 6 THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES	8
6.01 Information for New Employees	8
6.02 Identification of Supervisor	8
ARTICLE 7 CORRESPONDENCE	8
7.01 Circulation of Correspondence	8
ARTICLE 8 PROFESSIONAL FORUM	8
8.01 Establishment of Committee	8
8.02 Function of the Committee	8
8.03 Meetings of Committee	9
8.04 Chairperson of the Meeting	9
8.05 Minutes of Meetings	9
8.06 Jurisdiction of Committee	9
8.07 Labour Management Committee Support	9
ARTICLE 9 BARGAINING RELATIONS	9
9.01 Representation	9
9.02 Union Bargaining Committee	10
9.03 Representative of Canadian Union of Public Employees	10
9.04 Meeting of Committee	10
ARTICLE 10 GRIEVANCE PROCEDURE	10
10.01 Recognition of Union Stewards and Grievance Committee	10
10.02 Names of Stewards	10
10.03 Union Grievance Committee	11
10.04 Permission to Leave Work	11
10.05 Definition of Grievance	11
10.06 Settling of Grievances	11
10.07 Policy Grievance	12
10.08 Majority Grievance	12
10.09 Deviation from Grievance Procedure	12
10.10 Grievance on Safety	12
10.11 Replies in Writing	12
10.12 Discharge	12
10.13 Grievance on Layoffs and Recalls	12
ARTICLE 11 ARBITRATION	13
11.01 Composition of Board of Arbitration	13
11.02 Failure to Appoint	13
11.03 Board of Arbitration Procedure	13
11.04 Decision of the Board of Arbitration	13
11.05 Disagreement of Decision	13
11.06 Expenses of the Board of Arbitration	13
11.07 Amending of Time – Limits	13
11.08 Witnesses	13
11.09 Single Arbitrator	14
ARTICLE 12 DISCIPLINE, SUSPENSION AND DISCHARGE	14
12.01 Discipline, Suspension and Discharge	14

12.02	Reinstatement of Employee	14
12.03	Written Notice of Dissatisfaction	14
12.04	Discipline	14
12.05	Access to Personnel File	14
12.06	Union Representation for Disciplinary Action	15
12.07	Non-disciplinary letters	15
<b>ARTICLE 13 SENIORITY</b>		<b>15</b>
13.01	Calculation of Seniority	15
13.02	Seniority List	15
13.03	Probation for Newly Hired Employees	15
13.04	Loss of Seniority	15
13.05	Transfers and Seniority outside Bargaining Unit	16
<b>ARTICLE 14 PROMOTIONS AND STAFF CHANGES</b>		<b>16</b>
14.01	Filling of Vacant Positions	16
14.02	Information in Postings	17
14.03	Role of Seniority in Promotions	18
14.04	Trial Period	18
14.05	Notification to Employee and Union	18
<b>ARTICLE 15 LAYOFFS AND RECALLS</b>		<b>18</b>
15.01	Definition of Layoff	18
15.02	Order of Layoff	18
15.03	Order of Recall	19
15.04	No New Employees	19
15.05	Advance Notice of Layoff	19
15.06	Continuation of Benefits	19
15.07	Annual Recall	19
<b>ARTICLE 16 HOURS OF WORK</b>		<b>20</b>
16.01	Educational Assistants	20
16.02	Regular Work Week	20
16.03	Educational Assistants	20
16.04	Custodians and Maintenance Employees	20
16.05	Term of Employment	21
16.06	Working Schedule	21
16.07	Rest Period	21
16.08	Shift Differential	21
16.09	Union Meeting Night	22
<b>ARTICLE 17 OVERTIME</b>		<b>22</b>
17.01	Definition of Overtime	22
17.02	Compensation for Overtime Work	22
17.03	Meal Allowance	22
17.04	Equalization of Overtime	22
17.05	Division of Overtime	22
17.06	Overtime during Layoffs	22
17.07	Call Back Pay Guarantee	22
17.08	Meetings and Weekend Work	22
17.09	Time Off in Lieu of Overtime	23
<b>ARTICLE 18 GENERAL HOLIDAYS</b>		<b>23</b>
18.01	Paid General Holidays	23
18.02	General Holiday Pay	24
18.03	Compensation for General Holidays Falling on Saturday or Sunday	24
18.04	Compensation for General Holidays Falling On a Normal Day of Rest	24
18.05	Eligibility for Paid General Holidays	24
<b>ARTICLE 19 VACATIONS</b>		<b>24</b>
19.01	Vacation Entitlement	24
19.02	Vacations – School Based	25
19.03	Vacations – All others	26
<b>ARTICLE 20 SICK LEAVE PROVISIONS</b>		<b>26</b>
20.01	Sick Leave Defined	26
20.02	Sick Leave Entitlement - First Year of Employment	26
20.03	Sick Leave Entitlement – After First Year of Employment	26
20.04	Proof of Illness	27
20.05	Proof of Fitness to Return to Work	27
20.06	Sick Leave during Leave of Absence and Layoffs	27
20.07	Illness in the Family	27
20.08	Medical Appointment for Child, Spouse, or Parent	27

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20.09	<i>Booking Appointments</i>	28
<b>ARTICLE 21 LEAVE OF ABSENCE</b>		<b>28</b>
21.01	<i>Leave of Absence for District Business</i>	28
21.02	<i>Leave of Absence for Union Functions</i>	28
21.03	<i>Leave of Absence for Full Time Union or Public Duties</i>	28
21.04	<i>Critical Illness and/or Bereavement Leave</i>	28
21.05	<i>Pallbearer's Leave</i>	29
21.06	<i>Parental Leave</i>	29
21.07	<i>Paid Jury or Subpoenaed Witness Duty Leave</i>	29
21.08	<i>General Leave</i>	30
21.09	<i>Special Leave</i>	30
21.10	<i>Compassionate Leave</i>	30
<b>ARTICLE 22 PAYMENT OF WAGES AND ALLOWANCES</b>		<b>30</b>
22.01	<i>Pay Days</i>	30
22.02	<i>Pay on Temporary Transfer, Higher Rated Job</i>	30
22.03	<i>Pay on Temporary Transfer, Lower Rated Job</i>	30
22.04	<i>Automobile Allowance</i>	30
22.05	<i>Taxi Allowance</i>	30
22.06	<i>On Call Provisions</i>	31
22.07	<i>Termination Pay</i>	31
22.08	<i>Workers Compensation Benefits</i>	32
22.09	<i>Northern Living Allowance</i>	32
<b>ARTICLE 23 JOB CLASSIFICATION AND RECLASSIFICATION</b>		<b>32</b>
23.01	<i>Job Descriptions</i>	32
23.02	<i>No Elimination of Present Classification</i>	32
23.03	<i>Additions to Schedule "B"</i>	32
23.04	<i>Reclassification</i>	33
<b>ARTICLE 24 EMPLOYEE BENEFITS</b>		<b>33</b>
24.01	<i>Benefit Plans</i>	33
24.02	<i>Hospital and Medical Insurance</i>	33
24.03	<i>Life and Long Term Disability Benefits</i>	34
24.04	<i>Accidental Death and Dismemberment</i>	34
24.05	<i>Dental Care</i>	34
24.06	<i>Pension Plan</i>	34
24.07	<i>Subrogation of Sick Leave &amp; Other Benefits</i>	35
24.08	<i>Health Spending Account</i>	35
<b>ARTICLE 25 SAFETY AND HEALTH</b>		<b>35</b>
25.01	<i>Cooperation on Safety</i>	35
25.02	<i>District Health and Safety Committee</i>	36
25.03	<i>Right to Refuse and No Disciplinary Action</i>	36
25.04	<i>Transportation of Accident Victims</i>	36
25.05	<i>First Aid Kit</i>	36
25.06	<i>First Aid Instruction</i>	36
<b>ARTICLE 26 TECHNOLOGICAL AND OTHER CHANGES</b>		<b>37</b>
26.01	<i>Technological Change and New Methods of Operation - Advance Notice</i>	37
26.02	<i>Training and Development</i>	37
<b>ARTICLE 27 JOB SECURITY</b>		<b>38</b>
27.01	<i>Contracting Out</i>	38
<b>ARTICLE 28 UNIFORM AND CLOTHING ALLOWANCE</b>		<b>38</b>
28.01	<i>Supply of Protective Clothing</i>	38
28.02	<i>Safety Footwear</i>	38
<b>ARTICLE 29 GENERAL CONDITIONS</b>		<b>38</b>
29.01	<i>Bulletin Boards</i>	38
<b>ARTICLE 30 MANAGEMENT RIGHTS</b>		<b>38</b>
30.01	<i>Direction of Working Forces</i>	38
30.02	<i>Rules and Regulations</i>	38
30.03	<i>Applicable Laws</i>	39
<b>ARTICLE 31 GENERAL</b>		<b>39</b>
31.01	<i>Attachments to Collective Agreement</i>	39
31.02	<i>Retroactive Pay</i>	39
<b>ARTICLE 32 DEFINITIONS:</b>		<b>39</b>
32.01	<i>Permanent Employees</i>	39
32.02	<i>Probationary Employees</i>	39
32.03	<i>Casual Employees</i>	39
32.04	<i>Temporary Employees</i>	41

32.05	<i>Wage Grid</i>	42
	JOB TITLE LIST – CUPE LOCAL 2545	43
	LETTER OF UNDERSTANDING	45
	<i>Re: Joint Benefits Review Committee</i>	45
	LETTER OF UNDERSTANDING	46
	<i>Re: Medication Administration</i>	46
	MEMORANDUM OF AGREEMENT	47
	<i>RE: Term Employees</i>	47
	LETTER OF INTENT	48
	<i>Re: Legislated Entitlements</i>	49
	MEMORANDUM OF UNDERSTANDING	50
	<i>Fort McMurray Allowance</i>	50

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THIS AGREEMENT made this 24<sup>th</sup> day of April, A.D. 2019.

BETWEEN:

**FORT MCMURRAY PUBLIC SCHOOL DISTRICT #2833**

(hereinafter called the "Employer")

**Party of the First Part**

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2545**

(hereinafter called the "Union")

**Party of the Second Part**

**PREAMBLE:**

We acknowledge that we are on Treaty 8 territory, a traditional meeting grounds, gathering place and travelling route to the Cree, Dene, and Dane-zaa (Beaver), and Métis. We acknowledge all the many First Nations, Métis, and Inuit whose footsteps have marked these lands for centuries.

It is the purpose of both parties to this Agreement:

To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union.

To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.

To encourage efficiency in operations.

To promote the morale, well-being and security of all employees in the Bargaining Unit of the Union.

**ARTICLE 1 TERM OF AGREEMENT**

1.01 Duration

This Agreement shall be binding and remain in effect from the first day of the month following ratification by the parties to the 31<sup>st</sup> day of August A.D 2021, except as specifically provided for in Article 31.02. This Agreement shall be binding and continue from year to year thereafter unless notice has been given by either party. Such notice shall be given in writing to the other party not less than sixty (60) days or not more than one hundred twenty (120) days prior to the



expiry date. Within thirty (30) days of receipt of such notice, both parties are required to commence the negotiation process for a new Agreement. This Collective Agreement shall remain in effect during the period of negotiation and until a new Agreement is signed.

1.02 Changes in Agreement

Any changes deemed necessary during the term of this Agreement, by either party, must be initiated by written notice. Mutually agreed upon changes shall be documented and shall form an addendum to this Collective Agreement.

## ARTICLE 2 RECOGNITION AND NEGOTIATION

2.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees Local 2545 as the sole and exclusive Collective bargaining agent for all employees of the Employer according to Certificate No. 598-92 or amendments thereto issued by the Labour Relations Board of Alberta, and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning matters affecting the relationship between parties.

2.02 Employees Included

This Agreement shall apply to all employees of those classifications as referred to in Schedule "B" of this Collective Agreement unless otherwise specified.

2.03 Work of the Bargaining Unit

District employees, whose jobs are not in the Bargaining Unit, shall not work on any jobs, which are included in the Bargaining Unit except in emergencies, or cases mutually agreed upon by the Employer and the Union.

## ARTICLE 3 DISCRIMINATION

3.01 Discrimination and Harassment in the Workplace

The Employer and Union agree that there shall be no discrimination, personal or sexual harassment, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff recall, discipline, classification, discharge, or otherwise by reason of race, ancestry, colour, place of origin, religious beliefs, political affiliation, gender, gender expression, gender identity, marital status, place of residence, age, sexual orientation, physical disability, mental disability, family status, source of income nor by reason of the employee's membership or activity in the Union. The Employer shall maintain a policy respecting discrimination and harassment. Any complaint respecting discrimination or harassment shall be dealt with through this policy as the initial step in addressing the complaint.

## ARTICLE 4 UNION MEMBERSHIP REQUIREMENT

4.01 All Employees Must Be Members

All employees shall become members in good standing according to the Constitution and By-Laws of CUPE Local 2545. All new employees shall, as a condition of employment, become and remain members in good standing in CUPE Local 2545 from their date of employment.

## ARTICLE 5 CHECK OFF OF UNION DUES

- 5.01 Collection of Dues by Employer  
The Employer shall deduct from every employee any dues or initiation fees in accordance with the Union Constitution and By-laws.
- 5.02 Deductions  
**Deductions shall be made from each payroll and direct deposited to CUPE's financial institution with a copy to the Secretary-Treasurer of CUPE Local 2545 not later than the 15th day of the month following, accompanied by a list of the names, addresses and phone numbers along with the classification of employees, wages, the amount of deductions, and full and part time status from whose wages the deductions have been made.**
- 5.03 Commencement of Deductions  
Dues deductions shall commence when the employee becomes a Union member.
- 5.04 Dues Receipts  
At the same time that Income Tax (T-4) slips are made available, the Employer shall enter the amount of Union dues paid by each Union member in the previous year.
- 5.05 The Employer shall submit the following information to the Union President with copies to the Secretary of the Union, regarding positions within the Bargaining Unit at the time they occur:
- a) job postings,
  - b) appointments,
  - c) hiring,
  - d) layoffs,
  - e) transfers,
  - f) recalls,
  - g) extended leaves of absence,
  - h) long term disability,
  - i) terminations,
  - j) current job descriptions,
  - k) changes to job descriptions,
  - l) resolutions, policies and regulations adopted by the Board that affect the members of the Union, which shall also be posted on the district website,
  - m) transfers of employees to positions outside the Bargaining Unit, and
  - n) employees returning to the Bargaining Unit from outside the Bargaining Unit.

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## ARTICLE 6 THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

### 6.01 Information for New Employees

- a) The Employer agrees to jointly produce the Collective Agreement with the Union. The cost of production shall be shared equally by both parties.
- b) The Employer agrees to post a current copy of the Collective Agreement and benefit information on the District website and provide paper copies to employees upon request and two (2) paper copies to each worksite.
- c) The Employer and the Union agree to jointly orient new employees to the terms and conditions of the Collective Agreement at the first mandatory PLF Day, or other designated day of each school year. A representative of the Union shall have the right to make a presentation of up to thirty (30) minutes at the orientation of new employees with respect to the structure of the Local, as well as the rights, responsibilities and benefits under the Collective Agreement; provided, however, that attendance at the presentation shall not be compulsory, provided further, that a representative of the Employer may be present.

### 6.02 Identification of Supervisor

All employees shall be notified in writing of their immediate designated supervisors, with copies to the Union.

## ARTICLE 7 CORRESPONDENCE

### 7.01 Circulation of Correspondence

All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Associate Superintendent, Human Resources & Administration of the Employer and the President of Local 2545 of the Canadian Union of Public Employees, with copies to the Secretary of the Union.

## ARTICLE 8 PROFESSIONAL FORUM

### 8.01 Establishment of Committee

A Professional Forum shall be established consisting of a minimum of two (2) and a maximum of four (4) representatives of the Union and of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public and job security of the employees.

### 8.02 Function of the Committee

The Committee shall concern itself with the following general matters:

- 8.02.1 Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.

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- 8.02.2      Reviewing suggestions from employees, questions of working conditions and service but not grievances concerned with service.
  - 8.02.3      Making recommendations for the improvement of conditions, which are causing, or may cause, inefficiencies, grievances or misunderstandings.
  - 8.02.4      Discussing any other items of mutual interest referred to the Committee by Union members or Management.
- 8.03      Meetings of Committee  
The Committee shall meet at least once each month, unless mutually agreed, during the school year, at a mutually agreeable time and place. Members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Meetings may be cancelled only upon mutual consent of each party. Employees shall not suffer loss of pay for time spent with this Committee.
- 8.04      Chairperson of the Meeting  
An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.
- 8.05      Minutes of Meetings  
Minutes of each meeting of the Committee shall be prepared and agreed to by the joint chairpersons as promptly as possible after the close of the meetings. The Union and the Employer shall each receive electronic copies of the minutes at least two (2) weeks prior to the next scheduled meeting. Any personal or personnel related information shall be strictly confidential and shall be circulated only to members of the Committee and shall not appear in the minutes.
- 8.06      Jurisdiction of Committee  
The Committee shall not have jurisdiction over wages, or any matters of collective bargaining, including the administration of this Collective Agreement.
- The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussion and conclusions.
- 8.07      Professional Forum Support  
In recognition of the commitment of the Union to positive Labour Management relations and of the time and energy dedicated in this effort, the Employer shall provide to the Union a two hundred dollar (\$200) per meeting honorarium to be administered by the Local.

## ARTICLE 9 BARGAINING RELATIONS

- 9.01      Representation  
The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the Bargaining Unit. No employee or group of employees other than officers, Shop

Stewards or duly elected or appointed committees shall undertake to represent the Union at meetings with the Employer. The Union will supply the Employer with the names of its officers, Shop Stewards and duly elected or appointed committees. Likewise the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

9.02 Union Bargaining Committee

A Union Bargaining Committee shall be appointed and consist of not more than three (3) members of the Union. The Union will advise the Employer of the Union nominees to the Committee.

Employee representatives of the Union shall not suffer any loss of pay or benefits for time involved in collective bargaining with the Employer.

Employees who negotiate with the Employer during the day shall not be required to work afternoon or evening shifts and shall be on leave with pay and without loss of seniority and benefits.

The Union shall not be billed for this time.

The Union may appoint an alternate member, who shall be allowed to attend all bargaining meetings with the Employer. The Alternate Member shall be granted Leave of Absence in accordance with the provisions of Article 21.02. The Union shall be billed for wages and benefits for the Alternate Member.

9.03 Representative of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when negotiating or meeting with the Employer. Such representatives may have access to the Employer's premises for other purposes with prior notice to the Employer.

9.04 Meeting of Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual Agreement.

## ARTICLE 10 GRIEVANCE PROCEDURE

10.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward shall assist any employee, whom the Steward represents, in preparing and presenting the grievance in accordance with the grievance procedure.

10.02 Names of Stewards

The Union shall notify the Employer in writing of the name of each Steward and the department(s) or division they represent and the name of the Chief Steward, before the Employer shall be required to recognize them.

10.03 Union Grievance Committee

The Union shall notify the Employer, in writing, of the names of the Union Grievance Committee, constituted as follows:

10.03.1 A chairperson

10.03.2 secretary, and the

10.03.3 Steward of the department, or the Chief Steward.

10.04 Permission to Leave Work

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each Steward is employed full time by the Employer and that they will not leave their work during working hours except to perform their duties under this Agreement. Therefore, no Steward shall leave their work without obtaining the permission of their supervisor, which permission shall not be unduly delayed. Employees shall not suffer any loss of pay or benefits for the time involved in grievance or arbitration procedures. It is the responsibility of all employees to notify their supervisor prior to becoming involved in any grievance procedure, which will require time away from their job.

10.05 Definition of Grievance

A grievance shall be defined as any difference arising out of interpretation, application, administration or alleged violation of the Collective Agreement.

10.06 Settling of Grievances

An earnest effort shall be made to settle grievances fairly and promptly in the following manner and shall be initiated within two (2) months of the event giving rise to the grievance.

At each step of the grievance procedure, a meeting will be held with the griever and their representative(s).

Step 1

The employee(s) claiming a grievance will first seek to settle the dispute with the supervisor; for this purpose the employee may be accompanied by a Union Steward if the employee so wishes. If the dispute is not resolved at this level the Union shall notify the supervisor as soon as reasonably possible, in writing, that this meeting is being considered as Step 1 of the grievance procedure.

Step 2

Failing a satisfactory settlement within five (5) working days after the dispute was submitted under Step 1, the Steward will submit to the Associate Superintendent, Business and Finance, or Designate, a written statement of the particulars of the grievance and the redress sought. The Associate Superintendent, Business and Finance shall render a decision within ten (10) working days after receipt of such notice.

### Step 3

Failing a satisfactory response in Step 2, the Grievance Committee shall, in writing, within five (5) working days, advance the grievance to the Chief Executive Officer, or Designate, who shall render their decision within ten (10) working days after receipt of such notice.

### Step 4

Failing a satisfactory settlement being reached in Step 3; the Union may refer the dispute to arbitration. The Union will provide the Chief Executive Officer, or designate, with written notice of Intent to Proceed to Arbitration within thirty (30) days of receipt of the decision at Step 3.

#### 10.07 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union or the Employer has a grievance, Steps 1 and 2 of this Article may be by-passed.

#### 10.08 Majority Grievance

A majority of the members of the Union shall have the right to instruct the Union to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 3.

#### 10.09 Deviation from Grievance Procedure

After a grievance has been initiated by the Union, as per Step 2, no Employer's representative other than the Associate Superintendent, Business and Finance, or Designate, shall enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the grievor without the consent of the Union. The Associate Superintendent, Business and Finance, or Designate, will only be allowed to discuss this grievance with the grievor and their representative(s) in order to determine the basis for allowing or denying the grievance under Step 2. Violation of this principle may result in the grievance being disallowed.

Grievances, other than policy grievances, shall remain confidential between the grievor, and their representative(s), and the Employer, and its representative(s). Violation of this principle may result in the grievance being disallowed.

#### 10.10 Grievance on Safety

An employee, or a group of employees, required to work under unsafe or unhealthy conditions shall have the right to file a grievance in the third step of the grievance procedure for preferred handling.

#### 10.11 Replies in Writing

Replies to grievances stating reasons shall be in writing at all stages.

#### 10.12 Discharge

An employee considered by the Union to be wrongfully or unjustly discharged or suspended, shall commence their grievance at Step 3 of the grievance process.

#### 10.13 Grievance on Layoffs and Recalls

Grievance concerning layoffs and recalls shall be initiated at Step 3 of the Grievance Procedure.



## ARTICLE 11 ARBITRATION

### 11.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an arbitration board. Within seven (7) days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the arbitration board. The two nominees shall then select an impartial Arbitrator as chairperson.

### 11.02 Failure to Appoint

If the party receiving the notice fails to appoint nominee, or if the two nominees fail to agree upon a chairperson within seven (7) days of their appointment, the appointment shall be made by the Director of Mediation Services upon request of either party.

### 11.03 Board of Arbitration Procedure

The Board of Arbitration shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the Board of Arbitration sits to hear the dispute, or such longer period as the parties agree upon.

### 11.04 Decision of the Board of Arbitration

The decision of the majority shall be the decision of the Board of Arbitration. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board of Arbitration. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, in discipline or discharge cases the Board of Arbitration shall have the power to substitute such other penalty, as the Board of Arbitration deems just and equitable.

### 11.05 Disagreement of Decision

Should the parties disagree as to the meaning of the Board of Arbitration's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board of Arbitration to clarify the decision, which it shall do within fifteen (15) days.

### 11.06 Expenses of the Board of Arbitration

Each party shall pay:

11.06.1 The fees and expenses of the nominee it appoints.

11.06.2 One half of the fees and expenses of the Chairperson.

### 11.07 Amending of Time Limits

The time limits specified for both the grievance and arbitration procedure may be extended by mutual written consent of the parties.

### 11.08 Witnesses

All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions, which may be relevant

to the settlement of the grievance.

The Employer agrees that any written statement against any member of the Union by another member of the Union shall not be used in grievances or arbitrations, except for those evaluative comments by CUPE members serving in a supervisory role.

- 11.09 The parties may, with mutual consent, agree to utilize a single Arbitrator in place of an arbitration board.

## ARTICLE 12 DISCIPLINE, SUSPENSION AND DISCHARGE

### 12.01 Discipline, Suspension and Discharge

The Employer will maintain a policy respecting Employee Discipline. Disciplinary actions will be taken in a manner consistent with that Policy.

### 12.02 Reinstatement of Employee

If an employee has been wrongfully or unjustly disciplined, suspended or discharged, as deemed during the grievance procedure, the employee will be reinstated to a position that is equal to their previous position and is acceptable to them, without loss of seniority, wages and benefits. All information pertaining to the discipline, suspension or discharge shall be removed from all of the employee's files.

### 12.03 Written Notice of Dissatisfaction

When the Employer deems it necessary to notify an Employee in writing of any dissatisfaction concerning their work, the Employer shall do so within two (2) weeks of becoming aware of the event of the complaint. The Employee may reply to such complaints, accusations or expressions of dissatisfaction within two (2) weeks. The Employer's letter and the employee's reply will become part of the record. A copy of the warning shall be sent to the Union.

The record of an employee shall not be used against them at any time after twenty-four (24) months following any letters of warning, reprimands, suspensions or other disciplinary action. All letters of warning, reprimands, suspensions or other disciplinary actions will be removed from an employee's personnel file after twenty-four (24) months.

### 12.04 Discipline

An employee shall have the right to have Union representation at a meeting with the Employer called to discuss any action to be taken under the disciplinary process. The Employer shall give written particulars within five (5) days of such discipline to the employee with copies to the Union and the employee's record.

### 12.05 Access to Personnel File

**The Employer will provide access to all of the employee's personnel files. Access to the files shall be at a mutually agreed upon time with the Associate Superintendent Human Resources and Administration or designate.**

The Employer shall provide a copy of items identified in the personnel file either on paper or by other means (i.e. memory stick), at no cost to the Employee, upon request.

- 12.06 Union Representation for Disciplinary Action  
When the Employer intends to conduct a disciplinary meeting or a meeting in which discipline could be discussed the Employer must advise the employee that the employee has the right to Union representation to prepare for the meeting and to be present at the meeting. The Employer shall provide the employee reasonable time to obtain Union representation for any disciplinary meeting or any meeting in which discipline could be discussed. At the commencement of such a meeting the Employer must ensure that the employee has known in advance about this right to representation and this discussion must be witnessed and noted.
- 12.07 Non-disciplinary letters (i.e. Letters of Expectation) shall be removed from the employee's personnel file after twenty-four (24) months.

### ARTICLE 13 SENIORITY

- 13.01 Calculation of Seniority  
Seniority shall be defined as the length of continuous employment with the Employer and shall be accrued from the first day of employment in a permanent position within the Bargaining Unit.
- Seniority shall be used, subject to the balance of the provisions in the Article, in determining preference or priority for promotions, transfers, demotions, layoffs and recall. Seniority, except as otherwise provided herein, shall operate on a Bargaining Unit-wide basis.
- 13.02 Seniority List  
The Employer shall maintain a seniority list showing the date upon which each full time and part time employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in October and May of each year.
- 13.03 Probation for Newly Hired Employees  
Newly hired employees shall be on a probationary basis for a period of eighty (80) working days from the date the employee is hired to a full time or part time position. During the probationary period, such employees shall be entitled to all rights and benefits of this Agreement, except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period, without recourse to the Grievance Procedure, unless the Union claims discrimination, as noted in Article 3, as the basis of termination. Casual employees shall be treated as probationary employees for the purposes of discharge.
- In certain circumstances the probationary period for a new employee may be extended for a further period of up to forty (40) working days, provided the reasons for such extension are provided to the employee and the Union. The extension of the probationary period shall only be by mutual Agreement between the Employer and the Union, and such Agreement must be reached at least five (5) working days prior to the completion of the original probationary period.
- 13.04 Loss of Seniority  
An employee shall not lose seniority rights if they are absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer.

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An employee shall only lose their seniority in the event:

- 13.04.1 They are dismissed for just cause and are not reinstated.
  - 13.04.2 They resign in writing and do not withdraw, in writing, within three (3) week days.
  - 13.04.3 They are absent from work in excess of three (3) consecutive working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
  - 13.04.4 They fail to return to work within seven (7) calendar days following a layoff and 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.
  - 13.04.5 They are laid off for a period of longer than two (2) years.
- 13.05 Transfers and Seniority outside Bargaining Unit  
No employee shall be transferred to a position outside the Bargaining Unit without their consent. If an employee is transferred to a position outside the Bargaining Unit, they shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such employee shall have the right to return to a position in the Bargaining Unit during their trial period, which shall be a maximum of three (3) months. If an employee returns to the Bargaining Unit within three (3) months, the employee shall be placed in a job consistent with their seniority. Such return shall not result in the layoff of an employee holding greater seniority.

## ARTICLE 14 PROMOTIONS AND STAFF CHANGES

### 14.01 Filling of Vacant Positions

- 14.01.1 When a vacancy occurs for a full-time or part-time position the Employer shall, within one (1) month notify the Union in writing that the position shall remain vacant, or else post the position in accordance with the following procedure:
  - a) If the position is to be posted, or if a new permanent position is created inside the unit, the Employer shall be at liberty to immediately fill the position temporarily, but then shall forthwith post notice of the position and on the Employer's website for a period of one (1) week to enable current employees to bid for the position.
  - b) For Secretarial and School Based positions, in the event that the vacancy occurs, or a new position is created inside the unit between the last day of school and August 15, the position shall be posted for two (2) weeks.

- c) A job posting will be deemed necessary when there has been a change in the duration any increase of the hours of work for a position, or any reduction in the hours of work of more than the minutes allowed as per Article 15.02.

In the event that no current employees, who made application, have the necessary qualifications and ability to fill the job, the Employer may hire an external applicant.

It is understood all internal applicants will be informed in writing of successful applicant with copies sent to the Union per Article 5.05 in a mutually agreeable format.

Any employee having transferred within the previous twelve (12) months must receive authorization from their supervisor prior to applying for any transfer, which does not result in a promotion. This shall not apply if such prior transfer is Employer initiated.

- 14.01.2 When an employee is hired on a temporary basis and is later hired into that position on a permanent basis it shall be deemed that the term of temporary employment be applied to the probationary period as per Article 13.03.
- 14.01.3 When a position is vacant for a period in excess of six (6) months because the incumbent employee is away for any reason, except maternity or parental leave or other approved and protected leaves of absence, the Employer may post and fill the position on a permanent basis.

#### 14.02 Information in Postings

A job posting notice shall contain the following information:

- 14.02.1 job title, location, description of duties;
- 14.02.2 required qualifications, knowledge and education, skills;
- 14.02.3 hours of work;
- 14.02.4 band rate;
- 14.02.5 commencement date;

Qualifications may not be established in a discriminatory manner (All job postings shall state or be deemed to include: "This position is open to male and female applicants, and position is subject to transfer").

The qualifications in postings shall relate to the responsibilities specified in the job description, and may also contain any specific qualifications and skills which may be required.



14.03 Role of Seniority in Promotions

In the case of making promotions or filling vacancies, it is agreed that where it has been determined that qualifications required by the Employer and ability are equal, seniority will govern.

14.04 Trial Period

The successful applicant shall be placed into the new position on a trial basis for a period of seventy (70) working days and shall be paid the starting rate for the new position filled. If the starting rate of the new position is less than the employee is presently being paid, then the employee shall be paid the "job rate" for the new position. Conditional on satisfactory service, the employee shall be declared permanent after completion of the trial period. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, the employee shall be returned to their former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate and without loss of seniority.

14.05 Notification to Employee and Union

Within fifteen (15) working days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each Union applicant with copies to the Union.

## ARTICLE 15 LAYOFFS AND RECALLS

15.01 Definition of Layoff

A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work of more than thirty (30) minutes per day.

For 10 month, school based employees, Annual Layoff will mean the summer months when school is not in session.

15.02 Order of Layoff

In the event of a layoff as a result of a shortage of work or reduction of regular hours of more than thirty (30) minutes, employees shall be laid off in reverse order of seniority and in accordance with the following procedure:

15.02.1 A laid-off employee will first be given the opportunity to replace the least senior person with the same job title (per Schedule B) in the Bargaining Unit for which the laid off employee is qualified and has the ability to perform the work.

15.02.2 If no position is available with the same job title (per Schedule B) the laid off employee will be given the opportunity to replace the least senior person in the Bargaining Unit for which the laid off employee is qualified and has the ability to perform the work.

It is understood that an employee has the right to equivalent hours of work from previously held positions.

In the event of a reduction of thirty (30) minutes or less per day, the affected employee will be

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given the option of remaining in the reduced position. If the employee refuses the reduction, the employee shall receive a notice of layoff in accordance with Article 15.05, and all placement options as provided for within Article 15 shall apply.

A reduction of thirty (30) minutes or less per day for any occupied position may occur no more than once during any given school year.

15.03 Order of Recall

Employees shall be recalled, when work becomes available, in the order of seniority, provided they have the qualifications and ability to do the work available.

15.04 No New Employees

No new employees shall be hired to a permanent, temporary or casual position until those laid off who are qualified to perform the work have been given an opportunity of recall.

15.05 Advance Notice of Layoff

In the case of a layoff, which is anticipated to be in excess of two (2) weeks duration, the Employer shall notify the employees in writing who are about to be laid off four (4) weeks prior to the effective date of layoff. If the employee, in such a case, has not had the opportunity to work four (4) full weeks after notice of layoff, they shall be paid in lieu of work for that part of four (4) weeks during which work was not made available. This Article will not apply to casual employees.

In the event of a work stoppage by teachers, the layoff notice requirements to Union members may not apply.

15.05.1 Summer Work - School Based Employees:

School Based Employees shall be given the right to be employed when work becomes available, provided they have the qualifications and ability, in the order of seniority.

15.06 Continuation of Benefits

- a) The Employer agrees to pay the full coverage for all employee benefit plans for employees laid off for periods of less than three (3) months. In the event of a longer layoff, employees so affected shall have the right to continue this coverage through direct payments in the full amount of the premiums.
- b) The Employer shall continue LAPP contributions for ten (10) month employees who are hired for Summer work of at least one month's duration.

15.07 Annual Recall

Annual Recall shall be done as per 15.03. Annual Recall shall commence no later than June 1 of each year. When doing annual recall, an executive member of Local 2545, chosen by the Union, will be consulted.

## ARTICLE 16 HOURS OF WORK

### 16.01 Educational Assistants

- a) The regular work week for full time Educational Assistants shall consist of five (5) days from Monday to Friday inclusive, up to a maximum of thirty-five (35) hours per week. School based employees shall work all teaching days as required by the Employer. All hours worked beyond this regular full time work week will be considered overtime as defined in Article 17.01.
- b) Part-time Educational Assistants will work their hours within their applicable regular work week.

The regular work week for part-time staff shall consist of five (5) days Monday to Friday inclusive with a minimum of fifteen (15) hours per week, and less than thirty-five (35) hours per week.

Additional paid hours for part time employees are those hours worked in addition to the employee's regular work schedule which are still less than the regular work week as defined in the Article. Additional paid hours are not defined as overtime hours.

All hours worked beyond the regular full-time work week will be considered overtime as defined in Article 17.01.

- 16.02 The regular work week for Administrative Assistants, Accounting Clerks, Custodians, Library Assistants, Maintenance Department, IT, and District Office Support Staff will consist of five (5) days, Monday to Friday inclusive, with a maximum of forty (40) hours per week.

### 16.03 Educational Assistants

Educational Assistants will work under the direction of a certified teacher to support student learning. The work schedule for Educational Assistants is dependent upon the number and nature of students.

#### 16.03.1 Supervision on Buses:

- a) Educational Assistants will not be required to provide supervision on regular school bussing, unless mutually agreed between the employee and Employer.
- b) Where Educational Assistants are required by administration to supervise during lunch breaks, recesses, and before or after school or any other occasion they will be compensated for hours worked.

### 16.04 Custodians and Maintenance Employees

The regular work week for these full time employees will consist of five (5) days up to a maximum of forty (40) hours.

When the work week includes a shift that falls between 7:30 a.m. Saturday and 7:30 a.m. Monday, the employee will receive a weekend pay differential of twenty (20) cents per hour.

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All hours worked beyond this regular work week will be considered overtime as defined in Article 17.01.

16.05 Term of Employment

Within fifteen (15) working days of commencing work, all employees shall be advised, in writing with copies to the Secretary of the Union, of their hours of work and term of employment.

16.06 Working Schedule

16.06.1 The Employer shall set forth and post the working schedule (hereinafter referred to as the "Work Schedule") of each department or worksite.

16.06.2 Neither the regular work week nor the regular hours of work will be changed without five days advance notice in writing to the affected employees and to the Union.

16.06.3 Unless otherwise stated herein, all employees shall be entitled to a minimum of a thirty (30) consecutive minute unpaid meal break.

16.06.4 Shift schedules shall normally be kept consistent for each job classification across the district, insofar as the operational needs of the District allow this to happen.

16.06.5 Prior to implementing any permanent change of shift schedule, which will affect a group of employees, the Employer will present the proposal to the Professional Forum for discussion.

16.07 Rest Period

An employee shall be permitted a paid rest period of fifteen (15) consecutive minutes in both the first and the second half of a shift in an area made available by the Employer. An employee employed for four (4) hours or less per day shall be entitled one (1) paid rest period of fifteen (15) consecutive minutes per day.

16.07.1 Paid Lunch Break

All employees whose individual work places regular hours who get less than a 30 minute lunch break shall receive a paid one half hour lunch break.

16.08 Shift Differential

16.08.1 Afternoon Shift:

All employees who work a shift which commences later than 2:00 pm., but not later than 10:00 pm. shall receive a fifty one cents (\$.51) per hour shift differential for all hours of the shift worked.

16.08.2 Night Shift

All employees who work a shift, which commences later than 10:00 pm, and concludes before 7:30 am, shall receive a one dollar and one cent (\$1.01) per hour shift differential for all hours of the shift worked. Employees working afternoon or night shifts, who receive shift differential pay, shall not be eligible for the paid thirty (30) minute lunch break defined in Article 16.07.01.

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16.09 Union Meeting Night

In the event of a Union meeting at night at which employees are unable to attend because they are on shift, those employees will receive up to two (2) hours off for the purpose of attending the meeting and thereupon their shift shall be extended by up to two (2) hours. It is further agreed that at least one (1) custodian will remain at each school.

## ARTICLE 17 OVERTIME

17.01 Definition of Overtime

All time worked before or after the regular scheduled work day and the regular work week, as defined in Articles 16.01, 16.02 and 16.04, or time worked on a general holiday, shall be considered overtime, except as provided elsewhere in this Agreement.

17.02 Compensation for Overtime Work

Compensation for overtime worked shall be paid at the rate of time and three-quarters (1 and  $\frac{3}{4}$ ) for hours so worked.

17.03 Meal Allowance

An employee required to work more than three (3) hours overtime immediately following their regular shift shall be provided with a meal or meal allowance of twenty dollars (\$20.00) by the Employer.

17.04 Equalization of Overtime

Employees shall not have their regular hours reduced to equalize overtime worked.

17.05 Division of Overtime

Overtime shall be divided equitably among the employees who normally perform the duties required and are available to perform the work to be done according to a rotating list in order of seniority, other than overtime which is an extension of the regular hours of work or overtime generated by emergencies beyond the control of the Employer. This will be applied on a school-by-school and departmental basis.

The first person on the list shall have the first opportunity and whether they accept, decline, or are unavailable shall be deemed to have had their opportunity.

17.06 Overtime during Layoffs

There shall be no extended overtime worked in any operation while there are employees on layoff able to perform the available work.

17.07 Call Back Pay Guarantee

An employee who is called back to work outside their regular working hours shall be paid for a minimum of three (3) hours at overtime rates and an additional thirty (30) minutes pay at their regular rate for traveling time for each additional call received.

17.08 Meetings and Weekend Work

Hours worked in conjunction with "joint use" of schools will be treated as hours worked for the Employer.

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17.09 Time Off in Lieu of Overtime

When an employee is requested to work overtime, instead of cash payment for overtime, the employee may choose to receive time off at the appropriate overtime rate at a mutually agreed time between the employee and the Employer.

- 17.09.1 Should agreement not be reached as to when the employee shall take time off, the time off shall be added to the employee's annual vacation entitlement for that vacation year.
- 17.09.2 The decision to be paid or take time in lieu shall be made at the time overtime is requested.
- 17.09.3 In no event shall accumulated time exceed five (5) working days as defined by the employee's letter of employment.
- 17.09.4 School based employees may only take in lieu time on non-instructional days. In exceptional circumstances, the Employer may grant in lieu time on an instructional day.

**ARTICLE 18 GENERAL HOLIDAYS**

18.01 Paid General Holidays

The Employer recognizes the following as paid General Holidays for the employees:

- New Year's Day
- Good Friday
- Victoria Day
- Heritage Day
- Thanksgiving Day
- Christmas Day
- 3 Floating Days
- Half Day on the last working day before Christmas except for School-Based Clerical and Educational Assistants Staff
- Family Day
- Monday During Spring Break
- Canada Day
- Labour Day
- Remembrance Day
- Boxing Day

and any other day proclaimed as a General Holiday by the Federal, Provincial or Municipal Governments. In the event that the current Family Day Holiday is eliminated or moved to a Sunday, said General Holiday will immediately cease to be a paid General Holiday for the purpose of this Collective Agreement.

The three (3) Floating Days per school year shall be taken at a time, which is mutually agreeable to the employee and the Employer.

School based clerical and Educational Assistants employees shall work their regularly scheduled hours before Christmas and shall receive pay in lieu of the half-day paid holiday on a prorated straight time basis.



- 18.02 General Holiday Pay  
General Holiday pay will be the employee's average daily wage calculated as five percent (5%) of the employee's wages, General Holiday pay, and vacation pay earned in the four (4) weeks immediately preceding the General Holiday.
- 18.03 Compensation for General Holidays Falling on Saturday or Sunday  
When any of the above noted General Holidays falls on a Saturday or Sunday and is not proclaimed as being observed on some other day, the immediately following work day(s) shall be deemed to be the holiday. In those cases where this Article is in conflict with a scheduled teaching day, the holiday shall be rescheduled as agreed between the Union and the Employer.
- 18.04 Compensation for General Holidays Falling On a Normal Day of Rest  
When any of the above noted General Holidays fall on an employee's day of rest, other than those outlined in Article 18.03, that employee shall be entitled to a day off with pay, or a day's pay in lieu of, as mutually agreed to between the Employer and employee.
- 18.05 Eligibility for Paid General Holidays  
To be eligible for the above-mentioned paid General Holidays in Article 18.01, the employee must:
- 18.05.1 not be absent from work on the employee's last scheduled day before, or the first scheduled day after the General Holiday without the Employer's consent;
  - 18.05.2 work on the General Holiday when they are required to or scheduled to do so.

## ARTICLE 19 VACATIONS

- 19.01 Vacation Entitlement  
The vacation year shall be based on the employee's date of hire and the employee shall receive annual vacation with pay in accordance with their years of employment as follows:

<u>Year of Employment</u>	<u>Vacation Entitlement</u>
Before First Anniversary	0 Working Days
After First Anniversary	15 Working Days
After Fifth Anniversary	20 Working Days
After Twelfth Anniversary	25 Working Days
After Twentieth Anniversary	30 Working Days
All Future Years	30 Working Days

- 19.01.1 Vacation Entitlement:  
Vacation entitlement shall not accrue during the period in which the employee is on Long Term Disability, voluntary Maternity Leave, an extended (more than thirty [30] calendar days) unpaid leave of absence, or while employee is receiving WCB benefits for an extended (more than three [3] months) period.
- 19.01.2 Vacation Pay on Layoff, Termination and Retirement:  
An employee terminating their employment at any time in their vacation year,

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before they have had their vacation, will be entitled to a proportionate payment of salary or wages in lieu of such vacation on the last day of employment, and in the case of layoff, on the next regularly scheduled pay day after date of layoff.

For school based employees, payment of salary or wages upon temporary layoff at the end of the regular school year under this Article shall be reduced if the employee has chosen to apply for vacation carry over under Article 19.02.1.

- 19.01.3 Approved Leave of Absence During Vacation:  
In the event of bereavement or involuntary hospitalization during vacation, the period of vacation so displaced shall be added to the vacation period.
- 19.01.4 Overtime Vacation Rate:  
No employee shall be required to work during their scheduled vacation period.

## 19.02 Vacations – School Based

- 19.02.1 Vacation Pay:  
After having been employed for one full year, a School Based employee who, as a condition of their employment is temporarily laid off for the summer months, shall be entitled to apply to carry over vacation entitlement annually. Such carried over entitlement is to be used to provide continuous payment of wages during school closures at Christmas Break, Teachers' Convention, Exam Weeks, and Spring Break in the subsequent school year, and the number of days carried over shall not exceed the number of school closure days scheduled in the subsequent school year.

Any remaining vacation entitlement will be paid out at the end of June as a separate pay.

Application to carry over vacation entitlement must be submitted to the Employer no later than June 1 each year.

- 19.02.2 Special Vacation Requests during the School Year:  
School based employees are required to be available for work according to their terms of employment (Article 16). However, there may be extraordinary circumstances where school based employees may have reasons for requesting vacation time during the school year. In those instances, the school based employee may make application in writing outlining reasons for the special vacation request. Such application must be submitted a minimum of ten (10) working days prior to the date of the requested leave. Such application must be signed and submitted to the employee's immediate supervisor for agreement. Upon agreement, the employee will forward their application to the Associate Superintendent, Human Resources and Administration or designate. The Associate Superintendent, Human Resources and Administration or designate may approve this request subject to a review of need of the employee. Approval is conditional to not impact the operational needs of the District and the needs of the Employer, and the work history of the employee.

19.03 Vacations – All others

19.03.1 Vacation Schedule:

The Employer will circulate a "Request for Vacation" list to all staff not covered under Article 19.02 by the first working day in October of each year. A Vacation Schedule will be prepared by the Employer, in consultation with the employees, and will be posted by November 15. The Vacation Schedule will not be changed unless mutually agreed by the employee and the Employer.

19.03.2 Designated Break Period for Custodians:

The Employer has the authority to designate a break period of up to four (4) weeks for the Custodial Department. The length of this designated break period will be determined based on considerations of the workload in each facility, as well as any summer programs or major construction projects. This means that the specified break period may be different in each facility. Any custodians, who have used their vacation entitlement during the year and do not have sufficient vacation entitlement left to cover the entire break, may be directed to take remaining days off without pay.

19.03.3 Preference in Vacation:

When establishing the Vacation Schedule, preference will be given to employees in order of seniority as defined in Article 13.01 and in accordance of operational requirements.

19.03.4 Banking Vacation Entitlements:

Employees who are eligible for twenty (20) or more days' vacation will be entitled, once every two (2) years thereafter, to bank a maximum of ten (10) working days annual vacation. The banked vacation will be taken within the vacation year following the year in which the request was made at the rate of pay prevailing at the time the vacation is taken. Upon mutual agreement between the Employer and the employee, such banked vacation may be permitted to be used consecutively with the employee's regular vacation.

**ARTICLE 20 SICK LEAVE PROVISIONS**

20.01 Sick Leave Defined

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick, disabled, quarantined, under examination of a medical practitioner, or because of an accident for which compensation is not payable under the Workers Compensation Act.

20.02 Sick Leave Entitlement - First Year of Employment

Sick leave entitlement shall be earned in the ensuing months at the rate of one and one half (1 ½) days per month to a combined maximum of eighteen (18) days in the first year of employment.

20.03 Sick Leave Entitlement – After First Year of Employment

After one (1) year of service, eligible employees shall be credited with sixty (60) working days of sick leave entitlement in order to help maintain an income for a period of extended illness or for

that period of illness prior to the employee becoming eligible for long term disability benefits.

Each eligible employee's entitlement shall be reset to sixty (60) working days on September 1<sup>st</sup> of each year, unless the employee is away from work due to long term disability, voluntary maternity leave, an extended (more than thirty (30) calendar days) unpaid leave of absence, or while employee is receiving WCB benefits for an extended (more than three (3) months) period. **The employee's sixty (60) day entitlement will be renewed once the employee returns to work on a permanent basis after the above mentioned absences.**

If an employee has exhausted their sick leave entitlement as provided for in this Article, but is not deemed to be eligible for coverage under the long term disability plan, they will not be entitled to any further wages until such time as they are capable of returning to a position equivalent to their previous position and fulfilling the duties of that position.

20.04 Proof of Illness

An employee may be required to produce a certificate from a medical practitioner for any illness certifying that they were unable to carry out their duties due to illness.

In any case, proof of illness will be required for all absences in excess of three (3) consecutive working days, and the employee will be routinely responsible to supply such proof.

**An employee's sick leave record may be reviewed with the Employer, the employee and their Union Steward at any time should a pattern of unacceptable attendance not substantiated by acceptable medical documentation be noted. Should misuse of sick leave be demonstrated, disciplinary action may be taken.**

**It is the responsibility of the employee to keep the Employer informed of the employee's status while away from work due to illness. The employee is to contact their supervisor regularly during such absence.**

20.05 Proof of Fitness to Return to Work

An employee who has been away from work for a period in excess of one (1) month due to illness may be required to obtain a medical certificate stating the employee is fit to return to work prior to their return.

20.06 Sick Leave during Leave of Absence and Layoffs

When an employee is given leave of absence in excess of two (2) weeks, or is laid off on account of lack of work, they shall not receive sick leave credits for the period of such absence, but shall retain their cumulative credits, if any, existing at the time of such layoff.

20.07 Illness in the Family

Where no one other than the employee can provide for the needs during illness of a child, spouse or parent, an employee shall be entitled, after notifying their supervisor, to use a maximum of eight (8) accumulated sick leave days per year for this purpose. Proof of illness will be required in accordance with Article 20.04.

20.08 Medical Appointment for Child, Spouse, or Parent

**Where an employee's child, spouse, or parent are required to travel for health care purposes for**



services not available in the Regional Municipality of Wood Buffalo, the employee is entitled to use a maximum of four (4) accumulated sick days per year to transport and to attend to such needs. Proof of illness will be required in accordance with Article 20.04.

- 20.09 An employee shall make every effort to book appointments at the start and at the end of the day and shall only take time off work necessary for the time of the appointment and travel to and from.

## ARTICLE 21 LEAVE OF ABSENCE

### 21.01 Leave of Absence for District Business

The Employer may approve leave with full pay and benefits for business connected with the school system.

### 21.02 Leave of Absence for Union Functions

An employee elected or appointed to represent the Union shall be allowed leave of absence with pay and benefits, provided that notification of such leave be in writing to the Employer at least ten (10) days prior to said leave, and that such leave will not impact on the ability of the District to meet any critical time lines, or contractual obligations, and may be cancelled due to an emergent situation. Leave of absence with pay and without loss of benefits shall allow employees to attend Union functions.

The Union will reimburse the Employer within thirty (30) calendar days after receipt of invoice for pay and benefits of the employee.

The Union will submit a tentative annual schedule to the Human Resources Department by October 1 for each School Year outlining those events, which they plan to have members attend. This schedule will be updated by the Union on a quarterly basis to reflect required revisions.

### 21.03 Leave of Absence for Full Time Union or Public Duties

#### 21.03.1 Participation in Public Affairs

The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay so that the employee may be a candidate in Federal, Provincial, or Municipal elections. Employees may continue benefits through the Employer at the employee's cost provided that they notify the Employer at the time of the request.

#### 21.03.2 Full Time or Part Time Union Position

An employee who is elected or selected for a full time or part-time position with the Union or anybody, with whom the Union is affiliated, shall be granted unpaid leave of absence without loss of seniority for a period of one (1) year. Such leave may be renewed each year, on request, during their term of office.

### 21.04 Critical Illness and/or Bereavement Leave

An employee shall be granted up to five (5) regularly scheduled consecutive work days leave, without loss of pay and benefits, in the case of the death or critical illness of a parent, partner, sibling, child (including step, foster, or ward), mother-in-law, father-in-law, sister-in-law,

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brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, aunts, uncles, former guardian, fiancé(e), or elder of an employee's aboriginal tribe. Where the critical illness or funeral occurs outside the province, such leave shall also include reasonable travelling time, not to exceed four (4) working days. The Employer may require a medical certificate in cases of critical illness.

Bereavement Leave is also available for a great-grandchild.

The leave shall be taken:

- a) on regularly scheduled consecutive work days immediately following the death, or,
- b) the employee may use one (1) or more days immediately following the death and the remaining days to attend a funeral, burial, memorial service or celebration of life scheduled for a later date.
- c) It is recognized by both parties that the conditions which call for bereavement or critical illness leave are based on individual circumstances, religions, cultures, customs, and traditions.

21.05 Pallbearer's Leave

One (1) day's leave shall be granted without loss of pay and benefits to attend a funeral as a Pallbearer. Travel time may be granted upon request.

21.06 Parental Leave

21.06.1 Maternity Leave:

Maternity/parental leave shall be granted without pay in accordance with the Employment Standards Code. The Board shall establish and maintain a Supplementary Unemployment Benefit (S.U.B.) Plan for that portion of the Maternity Leave that is health related, not exceeding the remaining accumulated sick leave entitlement of the employee as defined in Articles 20.02 and 20.03. While on maternity leave and during the period of eligibility as defined by the Employment Standards Code, the premium cost for benefits as identified in Article 24 shall be covered by the Board.

21.06.2 Legal Adoption:

Where an employee seeks parental leave due to legal adoption the foregoing provisions shall apply.

21.07 Paid Jury or Subpoenaed Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror or subpoenaed witness in any court. The Employer shall pay such an employee the difference between their normal earnings and the payment they receive for jury service or subpoenaed witness, excluding payment for traveling, meals or other expenses.

The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a subpoenaed witness in any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay.

21.08 General Leave  
An employee may apply for and may be granted leave of absence without pay and without loss of seniority for good and sufficient cause. Such request shall be in writing and the written consent shall state the dates on which the leave of absence begins and ends.

21.09 Special Leave  
Special Leave with pay and benefits of two (2) days per school year may be granted upon submission of a written request to the Superintendent describing exceptional and unusual circumstances. Such leave cannot be requested if any Floater Days (see Article 18.01) remain unused.

Additional special leave not covered elsewhere in this Agreement may be considered with or without pay.

21.10 Compassionate Leave  
The Employer shall provide leave of absence without pay to an employee who has received approval for EI [federally funded] Compassionate Leave compensation. The Employer agrees to pay the full coverage for all benefit plans for employees during this leave.

## ARTICLE 22 PAYMENT OF WAGES AND ALLOWANCES

22.01 Pay Days  
The Employer shall pay salaries every second Thursday in accordance with the rates of pay established in Schedule "A".

All employees shall have their pay deposited directly into the financial institution of their choice prior to 12:00 noon on pay days. Errors in pay shall be rectified and paid as soon as reasonably possible after notification to the Employer.

22.02 Pay on Temporary Transfer, Higher Rated Job

22.02.1 Rate of Pay:  
During the time in which an employee temporarily relieves in, or performs the principle duties of a higher paying position; whether the position is in or out of the Bargaining Unit, they shall receive the job rate of pay for that higher paid position, from the first day of work. The employee shall be deemed to be covered by this Collective Agreement during the period of temporary transfer.

22.03 Pay on Temporary Transfer, Lower Rated Job  
When an employee is temporarily assigned to a position paying a lower rate, their rate shall not be reduced.

22.04 Automobile Allowance  
In the event that an employee is required to use their own automobile for the Employer's business, the Employee shall be paid at the Automobile Mileage Rate as defined in Board Policy.

22.05 Taxi Allowance  
When an employee's regular work shift ends after midnight and before 7:00 a.m., the Employer

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will provide taxi service if requested by the employee. The employee requiring the taxi service must first receive approval from the employee's immediate supervisor.

22.06 On Call Provisions

Any employee who is required to be "On Call" shall be advised in writing by their supervisor, indicating the specific period for which the employee shall be on call.

All employees designated as being on call must be immediately available by telephone contact, radio or paging devices at all times that they are on call, and shall be prepared to respond on behalf of the Employer to all emergency conditions which may arise.

When an employee is advised that they are on call, the employee shall be paid:

- One (1) hour pay at straight time per day for those days the employee is required to be on call.
- Call outs will be paid as defined in Article 17.07.

22.07 Termination Pay

An employee shall be given sixty (60) days' notice and termination pay at the regular rate of pay for the position last occupied in accordance with the term defined in the following chart if the Employer:

- 22.07.1 ceases wholly or partly the operation,
- 22.07.2 merges with another Employer,
- 22.07.3 eliminates a position as a result of technological change and new methods of operation as defined in Article 26.01,
- 22.07.4 eliminates a position as a result of contracting out of operation as defined in Article 27.01, and the Employer is unable to provide work for the displaced employee at the same regular rate of pay in a comparable class of work, or
- 22.07.5 lays off any employee with 8 years or greater seniority and if the Employee chooses not to access the recall provisions provided for in Article 15.

Any employee eligible for termination pay as a result of one of the above mentioned actions will receive termination pay at the following rate upon written notice of acceptance by the employee:

<u>Maximum</u>	<u>Available</u>
For the first five (5) full years of employment:	One (1) week per year      5 Weeks
For the next five (5) full years of employment:	Two (2) weeks per year      10 Weeks
For the next five (5) full years of employment:	Three (3) weeks per year      15 Weeks
	Total maximum available:      30 Weeks

up to a maximum amount equal to thirty (30) weeks of pay.

When an employee opts to receive termination pay, that employee will relinquish all rights under this Collective Agreement upon receipt of said termination pay.

22.08 Workers Compensation Benefits

To ensure that an employee will not suffer loss of wages due to a work related injury, the Employer will continue to issue the employee their regular pay until the employee's claim for Worker's Compensation benefits has been adjudicated and benefit payments have begun, or for a maximum period of six (6) calendar months from the time of injury, whichever is shorter. During this period the employee agrees to assign to the Employer all benefits receivable from Workers Compensation.

22.09 Northern Living Allowance

All employees except casual shall be paid a Northern Living Allowance in the amount of Three Thousand Six Hundred and Five (\$3,605.00) dollars per year, paid over twenty (20) pay periods from September to June.

The Northern Living Allowance is included in the Fort McMurray Allowance (FMA) paid in accordance with the conditions set in the FMA Letter of Understanding signed December 10, 2007 until such time as the amount of the FMA falls below the amount of the Northern Living Allowance. In the event the FMA falls below the Northern Living Allowance, only the Northern Living Allowance will be paid.

## ARTICLE 23 JOB CLASSIFICATION AND RECLASSIFICATION

23.01 Job Descriptions

The Employer agrees to maintain job descriptions that are current for all positions and classifications for which the Union is bargaining agent. These descriptions will be maintained in the Human Resources Department. All updates or modifications will be presented and discussed with the Union prior to being approved by the Administrator responsible for the Human Resources Department. The Employer and the Union will use the Job Evaluation Procedure (JEP) as the basis for developing and maintaining a fair, equitable and defensible job classification approach and structure.

23.02 No Elimination of Present Classification

Existing classifications shall not be eliminated without three (3) months prior notice and consultation with the Union.

23.03 Additions to Schedule "B"

23.03.1 When a position not covered in Schedule "B" is created during the term of this Agreement, the classification and rate of pay shall be subject to the Job Evaluation Procedure (JEP).

23.03.2 Prior to implementing any new position not covered in Schedule "B" the Employer shall give the Union at least one (1) month written notice which shall contain the job description for the new classification, the proposed rate of pay, and the intended date of implementation.

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- 23.03.3 Upon agreement between the Employer and the Union, the new classification(s) and rate(s) of pay shall become part of Schedule "B", and shall be amended in writing.
- 23.03.4 The rate of pay shall be retroactive to the time the employee first filled the position.
- 23.03.5 If no agreement can be reached on either the classification and/or the rate of pay within one (1) month of formal notification of the new classification the disagreement shall be submitted to Article 10.07 of the grievance procedure.

23.04 Reclassification

- 23.04.1 Where an employee feels they are incorrectly classified, the employee may appeal following the process provided in the Job Evaluation Procedure (JEP) System. The employee will contact the Human Resources Coordinator regarding the appeal process.
- 23.04.2 The Superintendent or designate will convene a meeting of the Job Evaluation Procedure (JEP) Appeals committee within twenty-five (25) operational days of receipt of the completed appeals document to consider the employees appeal.
- 23.04.3 The rate of pay will be subject to Schedule "A" and will be retroactive to the date of the application referenced in Article 23.04.1.

## ARTICLE 24 EMPLOYEE BENEFITS

24.01 Benefit Plans

All employees, to a maximum of age 70, shall be covered by the Employers' Extended Health and Medical Care Plan which will provide for Alberta Health Care, Extended Health Care, Life and Long Term Disability, Accidental Death and Dismemberment, Vision and Dental Care, except as restricted by provisions imposed by the plan carrier.

In order to be considered, eligible employees must:

- have completed thirty-one (31) calendar days of service with the Employer for all plans except Long Term Disability Benefits, and
- have completed one (1) full year of service with the Employer in order to be eligible for Long Term Disability Benefits, and
- work a minimum of twenty (20) hours per week as their regular work schedule.

24.02 Hospital and Medical Insurance

- 24.02.1 Alberta Health Care:  
Commencing one month and one day after being hired into a permanent position with the Employer, the Employer shall contribute 100% of the premium cost of the Alberta Health Care Plan for employees and their eligible dependants.
- 24.02.2 Extended Health Care:  
The first day following one month of active service the Employer shall contribute

100% of the premium cost for all eligible employees.

24.03 Life and Long Term Disability Benefits

24.03.1 The Employer shall contribute 100% of the premium cost for life insurance. The Employer shall contribute 100% of the premium cost for Long Term Disability.

24.03.2 After one (1) year of service employees shall become eligible for Long Term Disability (LTD) coverage.

24.03.3 After ninety (90) continuous calendar days of disability the Long Term Disability Plan will take effect if applicable, and no further wages shall be paid until such time as the employee is able to return to the employee's previous position and fulfill the duties of that position.

24.03.4 An employee who wishes to resume working on the expiration of their Long Term Disability Benefits, and has been deemed fit to return to work by a physician, shall give the Employer a doctor's certificate certifying their fitness to return to work and 2 weeks' notice in writing of the day on which the employee intends to resume working for the Employer and the Employer shall:

- reinstate the employee in the position occupied at the time that the sick leave commenced, or, if the original position is not available,
- provide the employee with alternative work for which the employee has the qualifications and abilities

at not less than the same wages, entitlements and other benefits that had accrued to the employee to the date that sick leave commenced. This wage rate will be guaranteed for a period of twelve (12) months from the date of reinstatement, after which the employee's wage rate will be adjusted to match the job occupied at that time.

The employee may request reinstatement in accordance with this Article within twelve (12) months of the expiration of their Long Term Disability Benefits.

24.04 Accidental Death and Dismemberment

The Employer shall contribute 100% of the premium cost for basic Accidental Death and Dismemberment coverage.

24.05 Dental Care

The Employer will make available a Dental Care Plan.

The Employer will contribute 100% of the costs per month for all eligible employees.

24.06 Pension Plan

Every employee who is eligible under the Local Authorities Pension Plan shall join the pension plan. The Employer and the employee shall make contributions in accordance with the provisions of the Plan.



All employees whose regular work schedule is thirty (30) hours or more per week are eligible to join the Local Authorities Pension Plan.

24.07 Subrogation of Sick Leave & Other Benefits

Providing that such actions are not contrary to any federal or provincial laws, all employees on their behalf and on behalf of their dependants, assign to the Employer, in consideration of benefits provided, all rights or recovery against any person whose action caused or contributed to an occurrence giving rise to the payments under such policies to any employee and/or the employee's dependants. The Employer or their designate shall thereby subrogate on behalf of the employee or the employee's dependants against such third party, for any amounts paid pursuant to these policies.

The employees, on their own and on their dependants' behalf, agree that the subrogation rights of the Employer may be exercised directly by the Employer or by the Employer assigning its rights of subrogation to the solicitor representing the employee or the employee's dependants. Such assignment will be on the basis that the Employer shall negotiate, in its sole discretion, such amount by way of legal fees and costs in connection with the monies paid to the employee under the policies as it deems acceptable.

The Employer shall restore any employee benefits that are lost as a result of the absence that can be recovered via subrogation to the extent of the monies recovered from the third party.

24.08 Health Spending Account

24.08.1 The Employer will establish for each eligible employee a Health Spending Account that adheres to Canada Revenue Agency (CRA) requirements. An eligible employee under this provision means an employee with one (1) year full service and working a minimum of 20 hours per week.

24.08.2 Effective September 1, 2019, the Employer will contribute during each plan year to eligible employees on January 1st to each Health Spending Account for the benefit of that employee and their dependant(s) an annual amount of five hundred and eighty dollars (\$580.00).

24.08.3 Contributions will be suspended during unpaid leaves of absence in excess of thirty (30) calendar days and for the non-health related portion of maternity leave.

24.08.4 Any unused balance from the plan year will be carried forward to the next plan year. The carried forward amount must be used by the end of the next plan year, or it will be lost. Employees leaving the employ of the Employer for any reason will forfeit any remaining balance after the run off period.

## ARTICLE 25 SAFETY AND HEALTH

25.01 Cooperation on Safety

The Union and the Employer shall cooperate in establishing rules and practices which promote an occupational environment which will enhance the physiological and psychological conditions of employees and which will provide protection from factors adverse to employee health and



safety.

25.02 District Health and Safety Committee

A District Health and Safety Committee shall be established which is composed of representatives of all employees of the District, including but not limited to CUPE/Union, ATA, out-of-scope, and District management but with a minimum of five (5) Union members. The District Health and Safety Committee shall hold meetings for jointly considering, monitoring, inspecting, investigating and reviewing health and safety conditions and practices and to improve existing health and safety conditions and practices.

25.02.1 District Health and Safety Committee Pay Provisions:

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.

25.02.2 Access to the Workplace:

At the call of the District Health and Safety Committee Union staff or Union health and safety advisors or consultants shall be provided access to the workplace.

25.03 Right to Refuse and No Disciplinary Action

No employee shall be discharged, penalized or disciplined for refusing to work on a job or in any workplace or to operate any equipment where they believe it would be unsafe or unhealthy to themselves, an unborn child, a workmate, or where it would be contrary to the applicable federal, provincial or municipal health and safety legislation or regulations. There shall be no loss of pay or seniority during the period of refusal. No employee shall be ordered or permitted to work on a job which another worker has refused until the matter is investigated by the District Health and Safety Committee and satisfactorily settled.

25.04 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident on the job shall be at the expense of the Employer.

25.05 First Aid Kit

A First Aid Kit and an Accident Log Book shall be supplied by the Employer in each school and in other appropriate locations of the Employer.

25.06 First Aid Instruction

The Employer will ensure that all employees identified below receive first aid instruction (at the Employer's expense) as often as is required for them to maintain a valid First Aid Certificate. The employees referred to in this Article are:

25.06.1 At least one clerical and Educational Assistant per school

25.06.2 At least one custodian per shift

25.06.3 At least one clerical from Central Office

25.06.4 All Maintenance Department Staff

Such training shall be the equivalent of the St. John's Ambulance Emergency course, or greater if required by the current Job Description.

**ARTICLE 26 TECHNOLOGICAL AND OTHER CHANGES**

26.01 Technological Change and New Methods of Operation - Advance Notice

In the event of the introduction of a new method of operation by the Employer, which will materially affect conditions of employment, wage rates or workloads, the Employer shall give the Union three (3) months' notice of such change in order that all of the implications of such change can be fully discussed between the parties.

New methods of operation created by conditions or events beyond the control of the Employer are exempt from this Article.

The discussion surrounding the implications of any proposed changes shall take place in the Professional Forum.

26.02 Training and Development

The Employer recognizes mutual benefit in providing opportunity for employees to develop increased and improved job skills through training.

26.02.1 Directed Training:

Such training may be at the request of the Employer and, where possible, will be scheduled during normal work hours and will be considered as straight time worked for the Employer. All directed training will be paid on a straight time basis only. Directed training will be subsidized by the Employer or reimbursed to the employee on the basis of 100% of the cost.

26.02.2 Non Directed Training:

Such training will be at the request of the employee.

The Employer may subsidize the cost of tuition and/or course fees, up to a maximum of 100%, provided that the training received prior approval of the Employer and is deemed related to the Employer's operation.

Such training may be received during the employee's normal working hours, with prior approval or after the normal work hours of the employee.

26.02.3 All applications for non directed training must be in writing.

26.02.4 All non directed training will be approved on a course by course, seminar by seminar basis.

26.02.5 Further description of procedure for applications will be set in Policy.

## ARTICLE 27 JOB SECURITY

### 27.01 Contracting Out

The Employer agrees that work or services presently performed and provided by the members of the CUPE Local 2545 Bargaining Unit shall not be subcontracted, transferred, leased, assigned, or conveyed in whole or in part to any other plant, person, company, or non-Union employees, if such action would result in the loss of employment of any Bargaining Unit member.

## ARTICLE 28 UNIFORM AND CLOTHING ALLOWANCE

### 28.01 Supply of Protective Clothing

The Employer shall supply smocks for employees' use when doing jobs or using equipment which may soil their normal clothing. The Board shall supply coveralls to those maintenance employees whose normal clothing requires extra protection due to the nature of their work.

When an employee is required to participate in the gym and swim program, the Employer shall reimburse employees up to a maximum of \$125.00 for the cost of aquatic gear, per school year, upon submission of receipts.

### 28.02 Safety Footwear

When it is mandatory for Maintenance and Technology department employees to wear approved safety footwear during working hours the the Employer shall provide to each affected permanent Maintenance and Technology Department employee an allowance of \$250.00 per year for safety boots upon presentation of proof of purchase and proof of compliance with Canadian standards.

It is mandatory for all Maintenance Employees to wear approved safety footwear during all working hours.

## ARTICLE 29 GENERAL CONDITIONS

### 29.01 Bulletin Boards

The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

## ARTICLE 30 MANAGEMENT RIGHTS

### 30.01 Direction of Working Forces

The Union recognizes that it is the function of the Employer to exercise the regular and customary function of management and to direct the working forces, subject to the terms of this Agreement. The question of whether any of these rights is limited by this Agreement may be decided through the grievance procedure.

### 30.02 Rules and Regulations

The Employer also has the right to make and alter from time to time rules and regulations which are to be observed by the employees. Such rules and regulations shall not be inconsistent with

this Agreement. The Employer shall transmit to the Union any and all rules and regulations which in any way affect the members of the Union.

30.03 Applicable Laws

All provisions of this Agreement are subject to applicable laws now or hereinafter in effect. If any law now existing or hereafter enacted, or proclamation of regulation shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence. Both parties shall then consult with each other with a view to negotiating amendments with regard to the portion of the Agreement invalidated.

**ARTICLE 31 GENERAL**

31.01 Attachments to Collective Agreement

All appendices, addenda or letters of understanding or intent attached to this Agreement shall become part of this Agreement.

31.02 Retroactive Pay

Pay rates contained within Schedule A shall be deemed to be retroactive for all employees included in the Bargaining Unit as of the date of signing of this contract.

Employees who have left the employ of the Board during that period between the effective date of this Contract and the date of signing shall be entitled to a retroactive pay adjustment upon receipt of a written request within thirty (30) calendar days of the date of signing.

Any and all other provisions agreed upon during negotiations for this new contract are not considered retroactive.

For the term of this Collective Agreement, retroactivity shall only apply from September 1, 2018.

**ARTICLE 32 DEFINITIONS:**

32.01 Permanent Employees

Permanent full time or part-time employees are those who occupy permanent positions and who have successfully completed the required probationary period. Permanent employees receive all terms and conditions of the Collective Agreement.

32.02 Probationary Employees

Probationary employees are those who occupy permanent positions and who are serving the required probationary period. Probationary employees have access to all rights and privileges of the Collective Agreement save and except for access to the grievance procedure in the event of discharge, as per Article 13.03.

32.03 Casual Employees

Casual Employee shall mean an employee who is hired to fill a position made temporarily vacant as a result of sickness, leave of absence, or vacation. Casual Employees shall be paid the start rate for the job they are working in.

Casual Employees will enjoy all the benefits and rights of the Collective Agreement, except for Articles:

- 6.01 (Information for New Employees) Commitment: current practice (or practice as amended from time to time)
- 10 (Grievances)
- 11 (Arbitration)
- 12 (Discipline)
- 13 (Seniority)
- 14 (Promotions)
- 15 (Layoff and Recall)
- 16.06 (Working Schedule)
- 18 General Holidays (entitlement only to Employment Standards Code Holidays)
- 19 (Vacation – shall be paid out at 4% each paycheque)
- 20 (Sick Leave)
- 21 (Leave of Absence)
- 22.02 (Pay on Temporary Transfer, Higher Rated Jobs)
- 22.03 (Temporary transfer to high or lower paying job)
- 22.07 (Termination Pay)
- 22.08, 22.09 (Workers Compensation Board, Northern Living Allowance) – WCB per **Worker's Compensation Act and Regulations**
- 23 (Classification)
- 24 (Benefits)
- 26 (Technology)
- 27 (Job Security)



32.04 Temporary Employees

A Temporary Employee is one who is hired for a period of six (6) months or less for a specific job, except for those filling in on Maternity/Parental Leave in which case the period shall not exceed 18 months. Should the position be extended beyond six (6) months, the position shall become permanent and the job shall be posted. Temporary Employees shall be paid the start rate for the job.

Temporary Employees, will enjoy all the benefits and rights of the Collective Agreement, except for Articles:

- |              |   |
|--------------|---|
| 6.01         | (Information for New Employees) Commitment: current practice (or practice as amended from time to time)     |
| 11           | (Arbitration)   |
| 13           | (Seniority)   |
| 14           | (Promotions)  |
| 15           | (Layoff and Recall)   |
| 16.06        | (Working Schedule)  |
| 18           | General Holidays (entitlement only to Employment Standards Code General Holidays)                           |
| 19           | (Vacation – shall be paid out at 4% each paycheque)   |
| 20           | (Sick Leave)  |
| 21           | (Leave of Absence)  |
| 22.02        | (Pay on Temporary Transfer, Higher Rated Jobs)  |
| 22.03        | (Temporary transfer to high or lower paying job)  |
| 22.07        | (Termination Pay)   |
| 22.08, 22.09 | (Workers Compensation Board, Northern Living Allowance) – WCB per Worker’s Compensation Act and Regulations |
| 23           | (Classification)  |
| 24           | (Benefits)  |
| 26           | (Technology)  |
| 27           | (Job Security)  |

32.05 Wage Grid

Band	September 1, 2018		September 1, 2019 (1%)		September 1, 2020 (1.25%)	
	Start Rate	Job Rate	Start Rate	Job Rate	Start Rate	Job Rate
<b>School District Support Positions</b>						
1	23.88	25.49	24.12	25.74	24.42	26.07
2	24.73	26.37	24.98	26.63	25.29	26.97
3	25.62	27.24	25.88	27.51	26.20	27.86
4	26.46	28.09	26.72	28.37	27.06	28.73
5	27.32	28.96	27.59	29.25	27.94	29.62
<b>Operations &amp; Maintenance / Technology</b>						
1	31.66	33.27	31.98	33.60	32.38	34.02
2	33.39	35.01	33.72	35.36	34.15	35.80
3	35.12	36.73	35.47	37.10	35.91	37.56
4	36.88	38.47	37.25	38.85	37.71	39.34
5	38.60	40.24	38.99	40.64	39.47	41.15
<b>Custodial</b>	22.15	23.76	22.37	24.00	22.65	24.30
<b>Head Custodian</b>	24.75	26.37	25.00	26.63	25.31	26.97

Term: September 1, 2018, September 1, 2019, & September 1, 2020.

**School Based Employees:**

School Based Employees are those employees whose term of employment is tied to, and falls within, the school year.

School Based personnel are to be considered "permanent" employees as defined under Article 32.01, Permanent Employees. Examples of staff affected by this definition would be Educational Assistants and Administrative Assistants.

**Wages:**

- a) If a general salary increase(s) is provided to District teachers in any year that exceeds the general salary increase(s) negotiated for the term of this Collective Agreement, the higher general salary increases negotiated under the District Teachers of Central ATA agreements will be applied to the wage grid and effective the same date(s) as provided District teachers.
- b) If a new lump sum payment(s) is provided to District teachers in any year that exceeds the general salary increase(s) or lump sum payments negotiated for this Collective Agreement, the newly negotiated lump sum payment(s) provided to District teachers, or the portion thereof that exceeds the general salary increases provided for in this Collective Agreement, will be proportionately applied and effective the same date(s).

*Handwritten initials: RZ and AB*

## JOB TITLE LIST – CUPE LOCAL 2545

### District Office

- Receptionist – Band 1
- Senior Payroll and Benefit Officer – Band 5
- Accounting Associate – Band 5
- Accounts Payable Clerk – Band 5
- Accounts Payable Clerk – Band 2
- Human Resources Administrative Assistant – Band 5
- On Call Staff Coordinator – Band 3
- Department Administrative Assistants:
  - Operations and Maintenance – Band 3
  - Technology Department – Band 3
- Speech Assistants – Itinerant – Band 3
- Student Information System (SIS) Coordinator – Band 5
- District Administrative Assistant – Band 5

### School Based

- Senior Administrative Assistant – Band 5
- Administrative Assistant – Band 2
- PEAK Program Assistant – Band 3
- Accounting Clerk – Band 4
- Counseling Administrative Assistant – Band 5
- Educational Assistants:
  - Early Learning – Band 1
  - Learning Support – Band 1
  - Severe Inclusive – Band 3
    - List of Severe Inclusive Positions
  - Learning Centre – Band 3
  - District Programs – Band 3
    - List of Programs
  - Medical – Band 4
- Library Assistant – Band 3
- Library Assistant – Band 1
- Food Services Assistant – Band 1
- Instructor – Band 5
- Teacher Assistant Supervisors – Band 5

### Operations & Maintenance / Technology

- General Labourer – Band 1
- Skilled Labourer – Band 2
- Maintenance Technician – Band 3
- Optional Certified Trades – Band 4
- Compulsory Certified Trades – Band 5
- Head Custodian
- Custodian
- Information Technology Support Worker – Band 4

### Casuals

*JAX*  
*AB*

IN WITNESS whereof the parties have executed this COLLECTIVE AGREEMENT in the

City of Fort McMurray this 28 day of May, A.D. 2019.

Signed on behalf of

Signed on behalf of

**Fort McMurray Public School District No. 2833**

**Canadian Union of Public Employees Local 2545**



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# LETTER OF UNDERSTANDING

BETWEEN

FORT MCMURRAY PUBLIC SCHOOL DISTRICT NO. 2833

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2545

Re: Joint Benefits Review Committee

A Joint Benefits Review Committee of no more than three (3) representatives of each party shall be formed immediately to:

- Solicit, receive and evaluate benefits carriers' proposals facilitated by the District's benefits consultant (the Union may access supporting expertise);
- Consider both cost-effectiveness and equivalency;
- Come to consensus on all recommendations; and
- Recommend to the Superintendent which plans should be kept and which should be replaced

The full review and recommendations will be completed by December 31, 2019, for institution of a potential new plan for 2020/2021 school year starting September 2020.

Signed this 28 day of May, 2019.

Signed on behalf of

**Fort McMurray Public School District No. 2833**

Allan Kállal, CPA, CMA, ICD.D  
Associate Superintendent  
Business and Finance

Signed on behalf of

**Canadian Union of Public Employees  
Local 2545**

Lynn Fleet  
President

# LETTER OF UNDERSTANDING

BETWEEN

FORT MCMURRAY PUBLIC SCHOOL DISTRICT NO. 2833

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2545

Re: Medication Administration

- The Employer shall undertake a complete review of current policies and practices pertaining to this matter. Updating and in-servicing as required.
- The Employer shall provide direction to school administrators that safety of students is a shared responsibility of all school staff. School work assignments and practices must be developed and shared with all staff to ensure that no staff member feels 'at risk' in the administration of medication to students.
- District practices must address administration of suitable forms of medication which include, for example bubble-packs provided by pharmacists, and which do not include open vials, jars or other containers of loose pills which are not labelled to indicate students name, frequency and time(s) of administration, and quantity.
- No employee shall be required to administer medication which requires training without such training.

Signed this 28 day of May, 2019.

Signed on behalf of

**Fort McMurray Public School District No. 2833**

Allan Kallal, CPA, CMA, ICD.D  
Associate Superintendent  
Business and Finance

Signed on behalf of

**Canadian Union of Public Employees  
Local 2545**

Lynn Fleet  
President

# MEMORANDUM OF AGREEMENT

BETWEEN

**FORT MCMURRAY PUBLIC SCHOOL DISTRICT NO. 2833**

-AND-

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2545**

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RE: Term Employees

A Term Employee is an employee who is hired for a period of six (6) months or more to a maximum of eighteen (18) months, including filling for maternity/parental leave. Should the position be extended beyond eighteen (18) months, the position shall become permanent and the job shall be posted.

Temporary Employees shall be paid the start rate for the job for the probationary period and the job rate for the remaining period.

Term Employees will enjoy all the benefits and rights of the Collective Agreement, except for Articles:

- 11 (Arbitration)
- 14 (Promotions)
- 15 (Layoff and Recall)
- 18 General Holidays (entitlement only to Employment Standards Code General Holidays)
- 19 (Vacation – shall be paid out at 4% each paycheque)
- 20 (Sick Leave – limited to 21.01 and 21.02)
- 22.02 (Pay on Temporary Transfer, Higher Rated Jobs)
- 22.03 (Temporary transfer to high or lower paying job)
- 22.07 (Termination Pay)
- 22.08, 22.09 (Workers Compensation Board, Northern Living Allowance) – WCB per Worker's Compensation Act and Regulations
- 24 (Benefits – limited to 24.02 and 24.05)
- 26 (Technology)
- 27 (Job Security)

A Term Employee who is assigned a term that extends over into the new school year will maintain their position, unless there are permanent staff who have no position after recall is complete.

Term Employees will receive as much notice as possible if their term employment will end sooner than anticipated, but not less than one (1) weeks' notice.

For Float Holidays – Term employees will have access to half the allotment for each five (5) months of employment for school-based employees and for each six (6) months of employment for twelve (12) month employees.


Term employees will accrue hourly seniority for each shift worked. At the end of their term, their seniority shall be frozen until they take up another term or are hired as a permanent employee. Upon hiring as a permanent employee, their seniority shall be used to calculate a start date commensurate with their accrued seniority.

Term employees may utilize their accrued seniority to apply on job postings and to count towards their probationary period.

Signed this 28 day of May, 2019.


Signed on behalf of

**Fort McMurray Public School District No. 2833**

  
Allan Kallal, CPA, CMA, ICD.D  
Associate Superintendent  
Business and Finance

Signed on behalf of

**Canadian Union of Public Employees  
Local 2545**

  
Lynn Fleet  
President

## LETTER OF INTENT

Re: Legislated Entitlements

The Employer agrees to make copies of legislation available to employees on the following topics in the following methods:


- Compassionate Care
- Death or Disappearance of a Child
- Critical Illness of a Child
- Long Term Illness or Injury
- Domestic Violence Leave
- Personal or Family Responsibility
- Reservist (service)

The Employer shall provide each employee the web link(s) to the appropriate legislation via e-mail. The Employer shall also obtain copies of the legislation and make such copies available to the Local Union Executive. The Employer shall not deny an employee such legislated entitlement.

Signed this 28 day of May, 2019.


Signed on behalf of

**Fort McMurray Public School District No. 2833**

  
Allan Kallal, CPA, CMA, ICD.D  
Associate Superintendent  
Business and Finance

Signed on behalf of

**Canadian Union of Public Employees  
Local 2545**

  
Lynn Fleet  
President

MEMORANDUM OF UNDERSTANDING

BETWEEN:

**THE BOARD OF TRUSTEES OF  
FORT MCMURRAY PUBLIC SCHOOL DISTRICT NO. 2833**  
(hereinafter the "Board")

OF THE FIRST PART

-and-

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2545**  
(hereinafter the "Union")

OF THE SECOND PART

WHEREAS the Government of Alberta has made available a special cost-of-living allowance called the "Fort McMurray Allowance", which is designed to compensate eligible employees who live and work in Fort McMurray and its vicinity, for the housing cost differential in Fort McMurray and its vicinity as compared to other major Alberta cities;

AND WHEREAS the Fort McMurray Allowance for educational sector employees is intended to mirror that already provided to Government of Alberta employees working and living in Fort McMurray;

AND WHEREAS the parties wish to set out the terms and conditions under which the Fort McMurray Allowance will become payable to eligible employees;

NOW THEREFORE the parties hereby agree that eligible employees shall be entitled to the payment of the Fort McMurray Allowance on the following basis:

**The Fort McMurray Allowance**

1. Payment of this sum, which shall be referred to as the "Fort McMurray Allowance", is conditional upon the Board continuing to receive, from the Government of Alberta, the Fort McMurray Allowance, which funding can be increased, decreased or discontinued, at the sole discretion of the Government of Alberta, upon provision of notice to the Board.
2. The parties acknowledge and agree that this memorandum of understanding will replace the letter of understanding regarding cost-of-living recognition, which letter of understanding is attached to the collective agreement between the parties, which expires August 31, 2009, and that the said letter of understanding shall be of no further force and effect as of the date of execution of this



memorandum of understanding, but only until such time as the Fort McMurray Allowance is discontinued or decreased below the Basic Minimum Cost of Allowance identified in clause 4 of this agreement, at which time the said letter of understanding will be reactivated into full force and effect.

### **Amount of Allowance**

3. Effective June 1, 2007, the Government of Alberta has set the public sector allowance, for Fort McMurray, at One Thousand Forty Dollars (\$1,040.00) per month for each full-time equivalent eligible employee (the Fort McMurray Allowance). Full time equivalent shall be based upon thirty (30) hours per week or more. This amount is set on an annual basis by the Government of Alberta and is subject to change, as above described.

### **Basic Minimum Cost of Allowance**

4. Notwithstanding the amount of allowance identified in clause 3 above, the parties acknowledge and agree that if the Government of Alberta reduces funding of the Fort McMurray Allowance so that it falls below Three Thousand Five Hundred Dollars (\$3,500.00) per year, that the Board shall continue to provide a cost-of-living allowance as per the current letter of understanding attached to the collective agreement between the parties, which expires August 31, 2009.
5. In the event that the Government of Alberta makes adjustments to the employee eligibility requirements for receipt of the Fort McMurray Allowance, or to the amount, the Board shall notify the Union, in writing, as soon as possible as to the amount of the adjustment and the effective date of implementation. The adjusted rate of the Fort McMurray Allowance will be used to calculate the amount of the Fort McMurray Allowance payable to the eligible employee. In such case, the parties acknowledge and agree that no further amendments to this memorandum of understanding will be required.

### **Transitional Matters and Retroactive Payments**

6. Within thirty (30) days of execution of this memorandum of understanding, the Board will take such steps as are necessary to implement the payment of the Fort McMurray Allowance to eligible employees.
7. The amount of the Fort McMurray Allowance, while payable on a retroactive basis, will be calculated based upon the number of hours worked during the period of time of June 1, 2007 up to and including the last complete pay period, following execution of this memorandum of understanding. The amount of the Fort McMurray Allowance will be calculated using the number of hours worked multiplied by the payment entitlement of Eight Dollars (\$8.00) per hour, to a maximum bi-weekly entitlement of Four Hundred Eighty Dollars (\$480.00). This amount will be reduced by the amount of any cost-of-living adjustment that has already been paid pursuant to the terms and conditions of the prior letter of understanding regarding cost-of-living recognition, above described.

*[Handwritten signatures and initials]*

8. For the sake of certainty, the amount of the retroactive payment will be based upon the chart as set out in clause 15 below. The total of the cost-of-living allowances payable to an eligible employee shall not exceed the amount of the Fort McMurray Allowance, set by the Government of Alberta, which as of September 1, 2007 is One Thousand Forty Dollars (\$1,040.00) per month, for each eligible full-time employee.
9. The Board, through its administration, will utilize its best efforts to ensure that retroactive payments of the Fort McMurray Allowance are made to all eligible employees, in accordance with the above-described calculations, within a reasonable period of time, following the execution of this memorandum of understanding by both parties.

### **Eligibility**

10. For an employee to be eligible to receive the Fort McMurray Allowance, the employee must meet the eligibility requirements as set out in the Government of Alberta's draft policy guidelines dated September 20, 2007, or such amended guidelines as may be issued from time to time by the Government of Alberta. As of June 1, 2007, an employee must be a permanent, probationary or temporary employee as defined under Article 33 of the collective agreement, and must both work and reside in Fort McMurray or its vicinity. Fort McMurray is defined as Ward 1 of the Regional Municipality of Wood Buffalo, and its vicinity is defined to include communities within a thirty (30) minute, one (1) way commuting distance from Fort McMurray, travelling under good road conditions.
11. Employees who are on an unpaid leave of absence of any description shall not be entitled to payment of the Fort McMurray Allowance.
12. Employees eligible for receipt of the Fort McMurray Allowance as defined in clause 10 above are those who are in receipt of salary under the terms and conditions of the Collective Agreement and employees who are in receipt of salary in the following circumstances:
  - a. during the paid health-related portion of a maternity leave; or
  - b. those in receipt of long-term disability benefits; or
  - c. those in receipt of workers' compensation benefits; or
  - d. on other approved paid leave of absences by the Board which are not specifically excluded by Government of Alberta policy guidelines;

provided that employees in all such circumstances continue to meet the residency requirements.

### **Payment**

*Handwritten initials and marks:*  
A-ND  
LH  
x2

13. As of June 1, 2007, each eligible employee shall be entitled to payment of the Fort McMurray Allowance, which for a full-time equivalent employee (minimum thirty (30) hours of work per week) shall be equivalent to Eight Dollars (\$8.00) per hour, to a maximum of thirty (30) hours for each week of work in which the employee meets the eligibility requirements, which payment shall be less all applicable statutory deductions.
14. Payment of the Fort McMurray Allowance shall be made on a bi-weekly basis, based on the number of hours worked, as described below, together with regular salary.
15. The Fort McMurray Allowance shall be payable based on the following calculations:

hours worked/day (on 5-day week)	30 hr/week 1.0 FTE	amount paid on bi- weekly payroll
8.00	1.00	480.00
7.50	1.00	480.00
7.00	1.00	480.00
6.50	1.00	480.00
6.00	1.00	480.00
5.50	0.92	440.00
5.00	0.83	400.00
4.50	0.75	360.00
4.00	0.67	320.00
3.50	0.58	280.00
3.00	0.50	240.00

16. The entitlement to payment of the Fort McMurray Allowance will terminate on the day on which the employee's employment terminates. For greater certainty, and by way of example, if an employee retires on June 30, or if their employment expires on June 30 of any given school year, there will be no Fort McMurray Allowance payable for July and August.

**Allowance Non-Pensionable**

17. The Fort McMurray Allowance, and/or any cost-of-living allowance paid in accordance with the terms and conditions of this memorandum of understanding, will be treated as non-pensionable compensation and will be subject to all statutory deductions at source. The Fort McMurray Allowance and/or any cost-of-living allowance will not be included in the calculation of severance pay, insurable salary, life insurance or for long-term disability entitlement purposes.

*Handwritten initials and date:*  
 [Signature] 2/27

**Other**

18. Notwithstanding clause 4 above, the parties acknowledge and agree that payment of the Fort McMurray Allowance is contingent on the Government of Alberta continuing to make the grant available through the Board and that the payments of the Fort McMurray Allowance may be increased, decreased or discontinued, based upon the policy decisions of the Alberta Treasury Board or the Government of Alberta. In the event that the Fort McMurray Allowance is adjusted or discontinued, the Board shall provide notice of the adjustment or discontinuation of the Fort McMurray Allowance as soon as reasonably possible with no less than three months notice to the Union, following receipt of notice from the Government of Alberta.
19. Notwithstanding the date of execution of this memorandum of understanding, the parties acknowledge and agree that its terms and conditions shall become effective on June 1, 2007.
20. This memorandum of understanding shall remain in force and effect during the term of the current collective agreement in place between the parties. The parties, however, acknowledge and agree that in the event that the Government of Alberta discontinues the Fort McMurray Allowance, the Board's responsibility for payment of the Government of Alberta portion of the Fort McMurray Allowance shall terminate upon cessation of funding for the same and that the Board shall continue to provide eligible employees with a cost-of-living allowance as set out in clause 4 above.

DATED on \_December 10, 2007.

THE BOARD OF TRUSTEES OF FORT  
MCMURRAY PUBLIC SCHOOL DISTRICT NO.  
2833

Per: 

Per: 

CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 2545

Per: 

Per: 

Per: 

Per: \_\_\_\_\_

27 ND  
Jef.