

# **COLLECTIVE AGREEMENT**

**between**

**THE FORT MCMURRAY CATHOLIC BOARD OF EDUCATION**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 2559**

***SEPTEMBER 1, 2014 TO AUGUST 31, 2016***



**14871 (01)**

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## **PREAMBLE**

It is the purpose of both parties to this agreement:

- a. To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union.
- b. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- c. To encourage efficiency in operations.
- d. To promote the morale, well-being and security of all employees in the Union.
- e. To establish wages, working conditions and to provide an orderly means to resolve differences arising from this Agreement.

## **DEFINITIONS**

### **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 agreement.

### **Temporary employees**

An employee hired to work for more than thirty (30) consecutive working days, in either a term position or to replace an employee on an approved leave of absence.

A casual employee working in the same position for more than thirty (30) consecutive days will have their status changed to temporary, retroactively, to the first day of work.

### **Casual Employees**

An employee that is hired on an irregular basis to substitute for permanent or temporary employees in case of illness, vacation, peak workloads, and those employees hired in a term position of less than thirty (30) working days.

Teacher Assistant Supervisors (TAS) are considered casual employees.

### **Student Employees**

A student hired for seasonal employment or other school breaks irrespective of the length of the employment.

Unless otherwise stated, Temporary, Casual and Student employees shall be paid at the start rate and enjoy all rights and benefits of this agreement except:

Article 14 – Seniority  
Article 15 – Promotions and Staff Changes  
Article 16 – Layoffs, Recall and Placements  
Article 17.2 – Work Calendar & Schedule  
Article 17.3 – Hours of Work  
Article 21 – Sick Leave Provisions  
Article 22 – Leave of Absence  
Article 24 – Employee Group Benefits  
Article 25 – Job Related Upgrading Courses  
Article 26 – Recognition of Experience and Education

### **Probationary Employees**

An employee occupying a permanent full or part-time position while serving the required probationary period.

Unless otherwise stated, Probationary employees shall be paid at the start rate and enjoy all rights and benefits of this agreement except:

Article 12 – Grievance Procedure for the Purpose of Discharge  
Article 14 – Seniority  
Article 15 – Promotions and Staff Changes  
Article 16 – Layoffs, Recall and Placements  
Article 21 – Sick Leave Provisions  
Article 22 – Leave of Absence  
Article 24 – Employee Group Benefits  
Article 25 – Job Related Upgrading Courses  
Article 26 – Recognition of Experience and Education

### **Instructional Support Group**

Includes staff employed as educational assistants supporting the instruction and/or care of students and children. Positions are categorized in the following sub-groups:

- a. Early Learning Programs
- b. Inclusive Education – Grades 1 to 12
- c. Aboriginal Learners Program
- d. Journeyman/Technical Instructional Program
- e. Child Care Services

### **Administrative Support Group**

Includes staff employed as administrative and technical support at schools and other facilities. Positions are categorized in the following sub-groups:

- a. School Administrative Support
- b. District Administrative Support
- c. External Services
- d. Technical Support

### **Custodial Group**

Includes staff employed whose main function is the general upkeep and cleanliness of facilities.

### **Maintenance Group**

Includes staff employed whose main function is the maintenance of facilities and the provision of general labour supporting the operation of the District.

## **ARTICLE 1 – DURATION & TERM OF AGREEMENT**

- 1.1 This Agreement shall be in full force and effect as of September 1, 2014 and continue in full force and effect through August 31, 2016 and from year to year thereafter except as hereinafter provided.
- 1.2 The parties may at any time, by mutual agreement, negotiate revisions to this agreement. Any and such revisions shall become effective from such date as may be mutually agreed upon by both parties.
- 1.3 Either party wishing to amend this Agreement shall give notice in writing of such desire to the other party, not less than sixty (60) days and not more than one hundred and twenty days (120) prior to the anniversary date of this Agreement.
- 1.4 If notice to amend has been given by either party in accordance with the conditions set out at Article 1.3 above, this Agreement shall remain in full force and effect during any period of negotiations, even though such negotiations may extend beyond the said anniversary date.
- 1.5 Active employees as of the signing of this agreement shall be entitled to retroactive payment if applicable.
- 1.6 Any and all other provisions agreed upon during the negotiations for this new agreement are not considered retroactive unless otherwise specified.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.1 The Employer reserves the right and retains, solely and exclusively, all rights to manage the District and direct its workforce except to the extent that such rights are expressly abridged by specific articles of this Collective Agreement.

### **ARTICLE 3 – RECOGNITION**

- 3.1 The Employer recognizes the Canadian Union of Public Employees Local 2559 as the sole and exclusive bargaining agent for all employees as described in the Certificates of the Labour Relations Employer Number 210-2014 and hereby agrees to negotiate with the Union.
- 3.2 Notwithstanding article 3.1, employees in the following positions shall be excluded from this agreement:
- a. Executive Secretaries/Assistants and advisors to Senior Officers and Directors;
  - b. Supervisors, Administrators, and the Human Resources Coordinator;
  - c. Specialist and Professional Staff
- 3.3 No employee covered by the Agreement will lose their employment or have their regular hour of work reduced as a result of contracting out the work of the bargaining unit.
- 3.4 No employee covered by this Agreement shall be required or permitted to make any written or verbal agreement that may be in conflict with this Agreement.
- 3.5 Union Orientation

The Employer will provide an opportunity for the Union to hold orientation meetings at least twice a year for new members to be held on the scheduled non-instructional days of the calendar. The purpose of these sessions is to inform new members of their collective agreement and Union membership. These sessions shall be scheduled for sixty (60) minutes each and without loss of pay.

### **ARTICLE 4 – NO DISCRIMINATION OR HARASSMENT**

- 4.1 Whereas it is recognized in Alberta as a fundamental principle and as a matter of public policy that all persons are equal in dignity, rights and responsibilities without regards to race, religious beliefs, colour, gender, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income or family status, the parties agree that there shall be no discrimination with respect to employees in accordance with the Alberta Human Rights Act and amendments thereto, or for their connection with a trade union.
- 4.2 The Employer and the Union agree that all employees are entitled to a work environment free from harassment, intimidation, bullying or violence of any form. This includes but is not limited to any physical or verbal conduct that assaults, threatens, demeans, belittles, humiliates or embarrasses Employees. Such incidents, when reported, shall be subject to appropriate investigation and resolution consistent with Employer's harassment policies and procedures and applicable legislation.

The Employer agrees no policy, procedure or provision thereof, will be put into force that is inconsistent with the Collective Agreement.

Should the Employer's investigation and resolution not result in settlement of a complaint to the satisfaction of the complainant, the complainant or the Union may take any necessary legal actions as they see fit, including accessing the grievance/arbitration procedure.

## **ARTICLE 5 – UNION MEMBERSHIP**

5.1 All new employees shall become members in good standing of the Union.

## **ARTICLE 6 – CHECK-OFF UNION DUES**

### 6.1 Deductions

Each employee will pay the normal dues deduction payable to the Union, such deduction shall be payable monthly to the Union accompanied by a list of the names of employees from whose wages the deductions have been made. A copy shall be forwarded to the Secretary-Treasurer of Local 2559. It shall also show the amount deducted from each employee and the employee's regular wages. The Employer will note Union dues deducted on individual T-4 slips issued for income tax purposes.

### 6.2 Advance Notice

The Union shall notify the Employer in writing of any change in the amount of dues at least one (1) month in advance of the end of the pay period in which the deductions are to be made; however, such change shall not be made more frequently than once in a six (6) month period.

### 6.3 Indemnity

The Union agrees to indemnify and save the Employer harmless from any liability or action out of the operation of this Article.

## **ARTICLE 7 – EMPLOYER SHALL ACQUAINT POTENTIAL EMPLOYEES**

7.1 The Employer agrees to acquaint potential employees with the fact that a Collective Agreement is in effect and to provide new employees with a copy of the Collective Agreement.

## **ARTICLE 8 – CORRESPONDENCE**

8.1 All official written correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the Secretary-Treasurer of the Board and the Secretary-Treasurer of the Union.

8.2 The Union shall be notified in writing, without unreasonable delays, of the following information related to any changes affecting Union members such as job postings, temporary assignments,

acting appointments, hiring, promotions, demotions, transfers, changes in FTE's, extended leaves of absence, resignations, layoffs, recalls and termination of employment.

As an alternative, the Employer may post this information electronically and provide continuous viewing access of such information to the designated members of the Union Executive.

- 8.3 The Employer will provide the Union with a copy of the approved school calendar and scheduled days of work for each employee group covered under this Collective Agreement, for the following school year, no later than May 15<sup>th</sup> each year. The Employer will provide notice of thirty (30) days for any amendments or changes to such schedule unless the changes are due to an emergency or event outside the control of the Employer.
- 8.4 The Employer will provide the Union with a list of the names, addresses, and phone numbers of all members covered by this Collective Agreement on a quarterly basis starting at the beginning of September of each year. In accordance with Article 8.2 above, the Employer will provide the Union with the name, address, and phone number of any newly hired employee upon commencement of employment with the Employer.

## **ARTICLE 9 – LABOUR MANAGEMENT ADVISORY COMMITTEE**

### **9.1 Establishment of Committee**

A Labour Advisory Committee shall be established. The committee will include at least two (2) representatives from the Employer and three (3) representatives of the Union and, at the discretion of the Union, a National Representative. The Committee shall enjoy the full support of both parties in the interests of improved service to the public and interests to the employees.

### **9.2 Function of Committee**

The Committee shall concern itself with the following general matters:

- a. Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees;
- b. Improving the delivery of services to students, staff, parents and the public;
- c. Reviewing suggestions from employees;
- d. Discussion on working conditions and service delivery;
- e. Promoting the safety and welfare of staff;
- f. Promoting open communications between the employees and the Employer;
- g. Discuss other items of mutual interest.

### 9.3 Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matters of collective bargaining, including the administration of the Collective Agreement. It is understood that issues related to outstanding grievances will not be discussed.

### 9.4 Meetings of Committees

The Committee will meet a minimum of three (3) times per school year at a pre-determined and mutually agreeable time and place. Notwithstanding, emergent meetings may be held as agreed by mutual consent. Members will receive a notice and agendas of the meeting at least forty-eight (48) hours in advance of the meeting. Employees will not suffer any loss of pay for time spent with the Committee.

### 9.5 Chairperson of Joint Committee Meetings

A representative of the Employer and of the Union shall be designated as joint chairpersons and shall alternate in presiding over meetings.

### 9.6 Minutes of Committee Meetings

Minutes of each meeting shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meetings. The Union and the Employer shall receive a copy of the signed minutes at least two (2) weeks prior to the next scheduled meeting where they will be reviewed and approved. It is understood that no personal or other confidential information will be reported in the minutes.

## **ARTICLE 10 – REPRESENTATIVES**

10.1 Unless otherwise indicated, employees shall have the right, at any time, to have the assistance of a representative of the Canadian Union of Public Employees or any other advisor appointed or approved by the Union, when dealing or negotiating with the Employer. Representatives are free to attend meetings and, upon appointment, shall have access to designated facility space of the Employer in order to investigate and assist in the settlement of a grievance.

10.2 For clarity, the right of representation does not extend to routine interaction/communication between employees and their supervisor or confidential performance evaluation interviews between the employee and their supervisor that are not disciplinary in nature.

## **ARTICLE 11 – NOTICE TO EMPLOYEES**

11.1 A copy of all rules and regulations adopted by the Employer, which affect the members of the Union, will be made publicly available on the District website or another easily accessible electronic method. A notice will be posted on the Administration and Custodian Office bulletin boards identifying that there are new or amended rules and/or regulations.

## ARTICLE 12 – GRIEVANCE PROCEDURE

12.1 In order to provide for an orderly and speedy procedure for the settling of grievances, the Employer recognizes representatives of the Union including all Officers, Shop Stewards and representatives of the CUPE National Office.

### 12.2 Union Representatives

Union representatives may assist any employee in preparing and presenting their grievance in accordance with the grievance procedure. The Union will notify the Employer in writing the names of Officers and Shop Stewards with the department or division they represent.

### 12.3 Permission to Leave Work

The Employer will endeavour to settle grievances within normal working hours providing operational and job duties permit. The Union recognizes that the Employer employs each steward and they will not leave their work during working hours except to perform duties under this agreement. Therefore, no Shop Steward shall leave work without obtaining the permission of their departmental supervisor, which shall not be unduly delayed or unreasonably withheld.

### 12.4 Definition of Grievance

For the purpose of this Agreement a grievance is defined as any difference between the parties, concerning the interpretation, application, administration or alleged violation of this Agreement.

### 12.5 Initiation of Grievance

It is agreed that the maintenance of harmonious relations between the parties requires prompt filing and disposition of grievances. Any grievance, which may arise, must be presented within fifteen (15) working days after its occurrence or of the date the employee first became aware of the occurrence.

### 12.6 Grievances shall be dealt with in successive steps, as follows:

#### Step 1

In initiating a grievance an employee must register their complaint within the timeline above. The employee shall make arrangements to discuss the problem orally with their immediate supervisor. The supervisor has ten (10) working days in which to make an oral reply.

#### Step 2

If the grievance is not resolved under Step 1, the employee and a Union representative may advance the grievance to the Secretary-Treasurer of the board within ten (10) working days. The grievance shall be in writing and must express the nature of the dispute, articles of the

Collective Agreement that are alleged to have been violated and the redress sought. The Secretary-Treasurer will respond within ten (10) working days.

### Step 3

If the decision of the Secretary-Treasurer does not satisfactorily adjust the matter, the Union may advance the grievance to the Superintendent of Schools within ten (10) working days. The Superintendent will have ten (10) working days to reply to the grievance. This reply will also be in writing.

- 12.7 Time limits stipulated in the Grievance Procedure are mandatory unless mutually agreed by the parties to extend such limits. If the Employer or the Union fails to comply with the time limits, the grievance shall be processed to the next step. When time limits fall on a Saturday, Sunday, holiday or statutory holiday, the time limit is extended to the next working day.
- 12.8 An employee may be assisted by a representative of the Union at any time during the grievance procedure.

### Arbitration

#### 12.9 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made to the other party of the Agreement, indicating the name of its nominee on an arbitration board. Within twenty (20) working days thereafter, the other party shall answer by registered mail indicating the name and address of its nominee to the arbitration board. The two nominees shall then select an impartial chairman.

#### 12.10 Failure to Appoint

If the party receiving the Notice fails to appoint an arbitrator or if the two nominees fail to agree upon a chairman within twenty (20) working days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

#### 12.11 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 Chairman 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 remedy, as the Board of Arbitration deems just and equitable.

#### 12.12 Expenses of the Board of Arbitration

Each Party shall pay:

- a. The fees and expenses of their nominee; and
- b. One-half of the fees and expenses of the Chairman.

12.13 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be mutually extended by written consent of the parties.

12.14 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.

**ARTICLE 13 – DISCIPLINE, SUSPENSION & DISCHARGE**

- 13.1 The Employer will maintain a policy respecting employee discipline. Disciplinary action will be taken in a manner consistent with that policy.
- 13.2 The Employer shall utilize a model of progressive discipline. The outcome of disciplinary action will allow for increased escalation based upon frequency, degree of negligence and severity of outcome or any combination thereof, up to and including discharge.
- 13.3 Letters of actions or discipline shall not be used against an employee at any time after twenty-four (24) months following any letters of reprimand, suspensions, or other disciplinary action, providing no subsequent disciplinary actions are issued to the employee within the twenty-four (24) month period.
- 13.4 All letters or actions of discipline will be removed from the employee's personnel file after twenty-four (24) months providing that no subsequent disciplinary actions are issued to the employee at that time.
- 13.5 No employee shall be disciplined or discharged except for just cause. If an employee has been wrongfully or unjustly disciplined, suspended, or discharged, as deemed during the grievance procedure, the employee shall be re-instated to a position that is equal to their previous position, without loss of seniority, wages and benefits. All information pertaining to the discipline, suspension, or discharge shall be removed from the employee's personnel file.
- 13.6 An employee shall have the right to Union representation at any disciplinary meeting.
- 13.7 The Employer shall notify the employee in writing of any discipline, suspension, or discharge and a copy of the notice shall be sent to the Union. Such notification shall be sent within five (5) working days.
- 13.8 Upon given reasonable notice to the Employer, employees shall be given access to their personnel file.

- 13.9 An employee shall not be disciplined for refusing to cross a legal picket line held at their work site during a legal strike.

## **ARTICLE 14 – SENIORITY**

### 14.1 Definition

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 with the Employer.

### 14.2 Use of Seniority

Seniority shall be used in determining preference for promotions, transfers, demotions, layoffs and recalls. Seniority shall operate on a District wide basis.

### 14.3 Seniority List

The Employer shall maintain a seniority list showing the date upon which each permanent full and part time employee's service commenced. The Employer shall post in all facilities, a current seniority list of employees covered by this agreement, no later than the tenth (10<sup>th</sup>) day of October and May of each year. A copy shall be provided to the Secretary-Treasurer of the Union.

### 14.4 Probation

Newly hired employees shall be on probation for a period of sixty-five (65) working days from the day the employee is hired to a permanent full-time or part-time position. The length of the probation may be extended to no more than eighty (80) working days if the probation period is inconclusive as supported by performance evaluation reports.

It is expected that the employee will be informed of their probation status in a timely manner.

Employment of a probationary employee may be terminated during the probation period without recourse to the grievance procedure unless the Union claims discrimination as noted in Article 4 as the basis of termination.

### 14.5 Loss of seniority

An employee shall not lose seniority rights if they are absent from work because of sickness, accident, temporary layoff or a leave of absence approved by the Employer. Employees shall only lose their seniority in the event they:

- a. Are dismissed for just cause and not reinstated;
- b. Resign in writing and do not withdraw their resignation within two (2) working days.

- c. Are absent from work in excess of three (3) consecutive working days without sufficient cause or without notifying the Employer, unless such notice is not reasonably possible;
- d. Fails to return to work within seven (7) calendar days following a lay-off 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 his most current address.
- e. They are laid off for a period of more than two (2) years unless they receive a severance payment at which time the loss of seniority will be immediate;
- f. They are on long-term disability or WCB for a period longer than two (2) years.

## **ARTICLE 15 – PROMOTIONS AND STAFF CHANGES**

### 15.1 Postings

When a vacancy occurs for a full or part time position the Employer shall either eliminate or post the position as follows:

- a. If the position is to be posted or a new position is created, the Employer may immediately fill the position temporarily, but then shall forthwith post notice of the position on approved bulletin boards for a period of at least five (5) working days to enable current employees to apply for the position;
- b. Permanent employees may request a transfer once per school year. Any subsequent request must be approved in advance by the Employer. This shall not apply if the Employer initiated such prior transfer;
- c. It is understood that internal applicants will be considered prior to external applicants if they meet the qualifications and competencies requirements of the position;
- d. When a position is vacant for a period in excess of twelve (12) consecutive months because the incumbent employee is away for any reason, the Employer may post and fill the position on a permanent basis
- e. The Employer shall prepare a report of completed postings on a monthly basis. Such report will be made available to the Union.

### 15.2 Role of Seniority

In the case of making promotions or filling vacancies, it is agreed that where qualifications and competencies related to the posted position are equal, seniority will govern.

### 15.3 Information in Postings

Postings shall contain the following information:

- a. Opening and closing dates of the posting;
- b. Location of the position;
- c. Job classification of the position;
- d. Required qualifications and competencies;
- e. Hours of work as it relates to site/school schedule;
- f. Permanent or term positions; and
- g. Anticipated start date.

#### 15.4 Trial period for alternate position

Permanent employees transferring or promoted to higher paid positions shall be on a trial period of sixty (60) working days. In the event the employee is not successful during the trial period, they shall be returned to their former position, wage, or salary rate without any loss of seniority. The employee may also initiate the return to the former position during the trial period.

Permanent employees in the Instructional Support Group from one classification level to another shall move laterally based on their applicable education level.

Permanent employees in the Administrative Support Group promoted to a higher classification level shall be credited with no more than four (4) years of experience on the grid.

If an employee accepts a position with the Employer which is exempt from the bargaining unit for a term of less than one (1) calendar year, such employee shall continue to accrue seniority in the bargaining unit.

#### 15.5 Job Descriptions, Classifications, and Reclassification

The Employer agrees to maintain job descriptions for all classifications recognized in Schedule "A" for which the Union is the bargaining agent. Job descriptions will be consistent with the function and responsibilities of the job being performed.

When a new position is created or the duties of an existing position are modified in a significant manner, the job description and its classification shall first be presented and reviewed by the Classification Review Committee for discussion.

If an employee feels their position is incorrectly classified, they may request to have the position reviewed by the Classification Review Committee. Such request shall be made in writing to the Director of Human Resources.

In the event the position is re-classified to a higher rate of pay, the incumbent shall be paid retroactively to the date the request was made to the Director of Human Resources.

In the event the position is re-classified to a lower rate of pay, the incumbent shall be red circled at their existing rate of pay until such time the rate is equal to or greater than the old rate.

In the event the Union is not satisfied with the decision of the classification review committee,

the Union shall have the right to submit the dispute to arbitration pursuant to Article 12.9 of the agreement. It is agreed that the arbitration board shall have no authority to alter or modify the existing pay grids and classification groups.

Employees may obtain a copy of their most current job description from the Human Resources Department.

15.6 The Employer maintains the right to classify and reclassify positions in accordance with the emerging and changing needs of the District.

15.7 Classification Review Committee

The committee shall consist of two representatives from the Employer and two from the Union and will conduct evaluations in a transparent, honest and objective manner

A member of the committee will be declared in conflict of interest for the classification or reclassification as follows:

- a. The position being evaluated is the member's position
- b. The member is in supervisory or subordinate capacity to the position
- c. The member is related to the incumbent in the position
- d. The member must declare a conflict of interest due to personal, business or other relationships that might reasonably be construed as giving rise to concerns about conflict and bias

**ARTICLE 16 – LAYOFF AND RECALL**

16.1 Layoff

A layoff is defined as a reduction of workforce, regular hours of work or regular rate of pay for a permanent employee. The Employer must give ten (10) working days written notice to the employee for any layoff that occurs during the school year.

The employee will have the option of being placed on layoff and exercise bumping rights as pursuant to Article 16.2 or continue in the current position. The employee will have five (5) working days to notify the Employer of the employee's intention.

16.2 For layoffs of permanent employees that occur during the School Year, the following procedures shall apply:

Step 1: A list of all existing vacant positions in the district will be provided to the affected employee. The employee may elect to be placed in any of the vacant positions for which they are qualified and have the required competencies.

Step 2: If the employee does not accept any position on the list and the list contains a vacant position located in the same geographical area that is equivalent to the employee's previous position, the employee will be placed on the recall list with no bumping rights.

If the employee rejects all vacant positions on the list and the list does not contain a vacant equivalent position in the same geographical area, step 3 shall apply.

Step 3: The employee may choose to exercise the employee's bumping rights within the employee's present school and bump the least senior employee of any classification that the employee is qualified and has the required competencies.

For the purpose of this article:

- a. "Geographical area" is defined as north or south of the Athabasca River.
- b. "Equivalent position" is a position of the same classification for which the employee is qualified and has the required competencies.

### 16.3 Placement between School Years:

The placement process of permanent employees in the instructional support group to funded positions will be as follows:

Step 1 (Early May): Funded positions by classification and by site for the next school year are identified.

Step 2 (Mid-May): An up-to-date seniority list and the full list of funded positions shall be posted on approved bulletin Employers;

Step 3 (Mid-June): A District-Wide Placement Day shall be held in one of the District facilities. In order of seniority, instructional support employees shall choose their desired position for the following school year for which they are qualified and have the required competencies. Non-placed employees shall be placed on the District recall list.

Employees not attending the District-Wide Placement Day will be placed on the recall list in order of seniority. Attendance at the District-Wide Placement Day will be held on a non-instructional day and is not considered a paid day.

Employees employed in the Program Unit Funding (PUF) are classified based on special education code of their assigned children. Given that PUF is normally provided only for one school year, employees will be automatically re-classified as EA 2 – PUF 47 at the end of the school year. Re-assignment within the PUF program will be made as the grant application is processed and approved by Alberta Education.

It is understood that placement of employees with individual students shall normally not exceed two (2) consecutive school years. Such cases will be on a case-by-case basis dependent on the student's needs.

#### 16.4 Recall list

Employees on the recall list shall be recalled, when work becomes available, in the order of seniority, and shall be offered the first available position for which they are qualified to perform the work.

Employees are responsible to ensure that the Employer can contact them for recall in a timely manner. Recall shall be deemed to have been carried out after documented phone calls are made on three (3) consecutive working days to the last known phone number(s) of the employee as shown on the employee's record held by the District.

A reasonable offer is defined as any position in the District in the same classification level.

The Employer is only responsible to make three (3) reasonable offers through the recall list. The three (3) offers may be made on the same call. If an employee declines three (3) reasonable offers, the employee:

- a. Shall be granted a leave without pay and benefits for a period not exceeding two (2) years from the last day of work;
- b. Will retain their seniority as pursuant to Article 14.5;
- c. May apply for any new or vacant positions becoming available as posted as pursuant to Article 15.1 of this Agreement.

16.5 When a Custodial or Maintenance employee receives a layoff notice, the employee shall receive the option of being placed on a recall list as per 16.2 or accepting severance pay at a rate of one (1) month's pay for each year of service to a maximum of 6 months pay. An employee on the recall list may choose to be paid the severance pay at any time and terminate their rights to recall.

#### 16.6 Continuation of Benefits

The employer will continue to pay its share of the premiums for benefits for employees laid off for a period not exceeding three (3) months. In the event of a longer layoff, employees so affected shall have the right to continue this coverage for no more than twenty four (24) months through direct pre-payment for the full amount of the premiums.

During summer layoff, the employee's share of the premium cost for the summer layoff shall be paid in advance through payroll deductions in the two pays of June.

16.7 No New Employee

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

**ARTICLE 17 – HOURS OF WORK**

17.1 Work Calendar and Schedule

Employment shall be based on the following work calendar:

a. Administrative Support – sub group a:

210 Days unless otherwise designated for the position

b. Administrative Support - sub groups b, c and d:

5 days per week – 12 months per year

c. Custodial and Maintenance

5 days per week – 12 months per year

d. Instructional Support - Sub groups a, b, c and d

Instructional days plus five (5) days

e. Instructional Support – Sub group e

Child Care Services scheduled days plus two (2) days

17.2 Definition of Full-Time Position

Permanent positions will normally be designated as full-time or half-time unless the nature of the work mandates a different designation.

Full-time positions are defined as follows:

a. Administrative Support:

seven (7) hours per scheduled workday

b. Maintenance:

forty (40) hours per week

c. Custodial:

twenty-five (25), thirty (30), thirty-five (35) or forty (40) hours per week as per the designation of the position

d. Instructional Support - sub groups a, b, c and d:

six hours and fifteen minutes (6.25) hours per scheduled workday

e. Instructional Support – sub group e:

7.0 hours per scheduled workday

All additional time must be specifically authorized by the Superintendent or designated authority.

17.3 Working Schedule

The hours and days of work shall be posted in an appropriate location. Except in emergency situations, shifts shall not be changed unless twenty-four (24) hours notice is given to the employee.

17.4 Paid Rest Period

An employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first half 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 to one (1) paid rest period of fifteen (15) consecutive minutes per day, if employed for more than four hours, the employee shall receive both rest periods.

17.5 Lunch Period

An unpaid lunch period will be provided for each employee as follows:

- |   |   |
|---|---|
| a. Administrative Support:                              | At least thirty (30) minutes                        |
| b. Maintenance and Custodial                            | At least thirty (30) minutes                        |
| c. Instructional Support:<br>(Sub groups a, b, c and d) | At least half of the school designated lunch period |
| d. Instructional Support:<br>(Sub group e)              | At least thirty (30) minutes                        |

If an employee is asked to work a portion of their unpaid lunch break and it is in excess of their regular work hours, the employee will be credited with equal time in lieu.

## 17.6 Shift Differential

Due to the nature and type of work carried out by the Employer, it is necessary that evening and night shifts be maintained. The Employer reserves the right to request employees to carry out and complete shift work in accordance with the needs of the department.

The Employer will notify the Union of the establishment of new evening, night and other shifts.

The shift premium hourly rates shall be as follows:

- a. Evening Shift: \$0.85 per hour worked
- b. Night Shift: \$1.00 per hour worked

Shift premiums shall not be included in the calculation of overtime, call-outs, pension, life insurance and other benefits.

Employees will be paid the applicable shift differential premium on the hours of their shift worked during the evening or night shift. An employee who works a shift where half or more of the hours worked are in the evening or night shift, shall be paid the applicable shift premium of all the hours of their shift. The evening shift is defined as hours worked between 18:00 and 24:00 hours. The night shift is defined as hours worked between 00:01 and 06:00 hours.

## 17.7 Acting Assignments

When an employee is required to temporarily assume a position of a higher classification for a period in excess of five (5) consecutive days during the months of August and September or two (2) consecutive days between October and July, the employee shall be paid at the higher classification rate. The adjustment shall be retroactive to the first day of assignment. An employee temporarily assigned to a lower classification shall not have their rate of pay reduced.

## 17.8 Banking

For banking and postal service, the principal shall appoint one (1) person (normally their administrative assistant) to conduct the above business. This person shall be entitled to the following allowance in lieu of reimbursement provided for under Article 24.6:

If banking services are not available in subdivision: \$40.00 monthly allowance for banking and postal services based on verified expense claims.

If banking services are available in subdivision: \$30.00 monthly allowance for banking and postal services based on verified expense claims.

Person designated shall use their own private vehicle and shall record the distance travelled.

At the end of each and every applicable month (August to June) a monthly expense claim shall be submitted to the Secretary-Treasurer of the School District. This claim shall be approved by the Principal. The August payment shall cover the early part of July and the later part of August.

17.9 Additional hours of work:

- a. Employees, who are regularly scheduled to work less than eight (8) hours per day or forty (40) hours per week as per Articles 17.1 and 17.2 respectively, may have the opportunity to work additional hours in their respective position/assignment, to a maximum of eight (8) hours per day or forty (40) hours per week.
- b. Additional hours shall be offered to employees in the following order
  - i. employees at the site where the additional hours are available
  - ii. employees from another site
  - iii. casual employees
- c. Additional hours worked shall not impact the delivery of the service provided by the employee in their regular job.
- d. Additional hours worked shall
  - i. be paid at the regular rate of pay for the position or
  - ii. accumulated as time off in-lieu as per Article 18.4
- e. Additional hours of work shall be distributed as equally as possible among the applicable employees.

17.10 Summer Schedule for Maintenance and Custodial

During the months of July and the first two weeks of August, the Employer will endeavour to allow employees to work on a modified work week. Every effort will be made to offer additional summer hours to part time employees in the Maintenance and Custodial departments.

**ARTICLE 18 – OVERTIME**

- 18.1 All time authorized by the Employer and worked by the employee in excess of eight hours per day and forty (40) hour per working week shall be considered overtime.
- 18.2 Overtime hours shall be authorized in such manner and by such persons as directed by the Employer.
- 18.3 Overtime Rate

For all approved overtime work in excess of eight (8) hours per day or forty (40) hours per working week, the employee shall be paid as follows:

- a. One and on half (1.5) times their regular hourly rate.
- b. Two (2) times their regular hourly rate for the Custodial and Maintenance group.

#### 18.4 Time in Lieu

Employees required to work additional hours as per Article 17.9 or overtime as per Article 18.1 may select to accumulate the hours as Time in Lieu or paid at the hours at the applicable rate. The following conditions shall apply:

- a. The decision to be paid or take Time in Lieu shall be made at the time the additional hours or overtime is authorized.
- b. Employees requesting Time in Lieu must do so in writing at least ten (10) working days prior to the Employer. The Employer shall respond to the employee within five (5) working days of the written request. The impact of the requests for Time in Lieu on students and operations of the classroom, school, or district shall be considered when granting Time in Lieu. Requests shall not be unreasonably denied.
- c. An employee shall not have any more than the equivalent of five (5) regular days of time accumulated at any one time, unless approved in writing by the Director of Human Resources.
- d. Any unused time in lieu of overtime at the end of the fiscal year shall be paid out at the overtime rate.
- e. Any unused time in lieu of additional hours at the end of the fiscal year shall be paid out at the rate at which it was earned.

#### 18.5 Flex Time

Flex Time is defined as additional hours worked by an employee under the following circumstances:

- a. Following a request made by an employee to modify their schedule and work additional hours for the purpose of taking time off for personal reasons during a scheduled work day. Approval of such request shall be at the discretion of the employer; or
- b. When the employer provides opportunities for additional hours of work outside of the regular schedule and the employee voluntarily agrees to work the additional hours for the purpose of taking time off.

In such cases, the following conditions shall apply:

- a. An agreement shall be made in writing with regard to when the time will be used. Such agreement may be general in nature but will still be clear to both the employee and the Employer. The impact of the request for flex time on students and operations of the classroom, school or district shall be considered in granting such agreements;

- b. Employees must request in writing to take flex time with at least ten (10) working days of notice to the Employer. The Employer shall respond to the employee within five (5) days of submission of the request;
- c. An employee shall not have any more than the equivalent of five (5) regular working days of flex time accumulated at any one time;
- d. Approval to combine Flex time, Time in Lieu or Personal Leave will normally not be granted unless special circumstances applies;
- e. Any unused flex time at the end of the fiscal year shall be paid out at the rate at which it was earned or, at its discretion, the Employer may direct an employee to utilize their accumulated flex time before the end of the school year if the employee elected not to use their time as per (a) above.

#### 18.6 Call Out

When an employee is called out to work outside their normal working hours and such Call Out requires the employee to return to work after leaving for the day at the end of their regular shift, or being called in to work more than one hour before the start of their regular shift, they shall be provided with a minimum payment of three (3) hours at one and one half (1.5) times the normal rate of pay. Subsequent call outs, if within the initial three (3) hour period, are not considered to be eligible for additional call out pay unless the total time worked exceeds three (3) hours.

Employees called out under this Article will be compensated mileage in accordance with Article 24.6. Should the Employer provide an employee with a District vehicle, mileage responding to calls under this Article will be considered that of the Employers.

#### 18.7 Division of Overtime

Overtime shall be divided equally as possible among the employees who are qualified and available to perform the work to be done. This shall be applied on school-by-school basis.

### **ARTICLE 19 – NAMED HOLIDAYS**

19.1 All eligible employees will be paid their average daily rate, based on the employee's earnings of the pay period in which the holiday occurs, excluding overtime, for the named holidays listed below:

- a. New Year's Day
- b. Family Day
- c. Good Friday
- d. Easter Monday
- e. Victoria Day
- f. Canada Day
- g. Alberta Heritage Day (August)

- h. Labour Day
- i. Thanksgiving Day
- j. Remembrance Day
- k. Christmas Day
- l. Boxing Day

And any other day proclaimed as a holiday by the federal, provincial or municipal government.

**19.2 Paid Holiday Eligibility**

To be eligible for the above mentioned named holidays, the employee must:

- a. Have worked for the Employer for thirty (30) days or more during the twelve (12) months preceding the general holiday;
- b. Not be absent from work on the employee's last scheduled day before, or the first scheduled day after the holiday without the consent of the Employer.

**19.3 Compensation for Holidays Falling on Saturday/Sunday**

When any of these noted general holidays fall on a Saturday and/or Sunday, and are not being observed on some other day, the following Monday shall be deemed to be a holiday excepting if schools are in session, then an agreed holiday date between the Employer and the Union shall be deemed to be the holiday.

**ARTICLE 20 – VACATION**

20.1 Permanent employees shall receive annual vacation pay or vacation with pay in accordance with years of service as follows:

	Ten (10)/Eleven (11) Month Employee	Twelve (12) Month Employee
After one (1) year of continuous service:	4%	2 weeks
After two (2) years of continuous service:	6%	3 weeks
After eight (8) years of continuous service:	8%	4 weeks
After fifteen (15) years of continuous service:	10%	5 weeks

20.2 Twelve (12) month, employees with less than twelve (12) months of continuous service prior to July 1 of each year shall be allowed a vacation of 0.83 working days for each completed month of continuous service.

**20.3 Vacation Pay on Termination**

If the employment of an employee is terminated, whether by the Employer or the employee, the Employer shall pay the employee forthwith after termination of employment, vacation pay calculated as follows:

- a. In the case of an employee who has not become entitled to an annual vacation, an amount equal to 4% of his wages during his employment, or
- b. If an employee has become entitled to an annual vacation, an amount equal to the amount of vacation time accumulated up to the date of termination.

#### 20.4 Vacation Schedules – Twelve (12) Month Employees

The Employer will ask employees to submit their summer vacation preferences during the month of April each year. The Employer will endeavour to post an approved Vacation Schedule no later than May 31<sup>st</sup> each year.

A Vacation Schedule once posted shall not be changed unless mutually agreed by the employee and the Employer.

Vacation shall normally commence immediately following an employee's regularly scheduled days off, or as mutually agreed by the employee and the Employer.

#### 20.5 Sickness on Vacation Leave

Where, in respect of any period of vacation leave, an employee:

- a. Should an employee become ill during a vacation period, verified by a medical certificate, the Employer will grant one (1) additional day of vacation.
- b. Should an employee during a vacation period encounter extraordinary circumstances (i.e. hospitalization, death in the immediate family); the Employer may consider additional vacation days on receipt of all written, verified details.

### **ARTICLE 21 – SICK LEAVE PROVISIONS**

21.1 Sick leave is defined as a period of time an employee is absent from work due to disability or illness for which the employee is not eligible for compensation under the Worker's Compensation Act.

21.2 Sick leave shall be earned by permanent employees at the rate of one and one half (1 ½) work days per month for each full month worked, up to a maximum of eighteen (18) days in each year of employment.

The unused portion of annual sick leave earned shall accumulate at the completion of each year of continuous service with the Employer, except in the case of leave of absence, to the credit of each employee to a total maximum of seventy-five (75) work days.

The two (2) employees, under the grandfather agreement, will continue to be entitled to sick leave of ninety (90) cumulative calendar days.

- 21.3 If an employee is absent from scheduled work days to obtain necessary medical or dental treatment, or because of accident, disability or illness such time shall be deducted from his/her accumulated sick days.
- 21.4 When an employee is eligible for benefits under the long term disability insurance plan, i.e. after ninety (90) continuous calendar days of illness or medical disability, he/she shall stop collecting sick leave and no further sick leave days or salary shall be paid.
- 21.5 When an employee terminates employment with the Employer, all sick leave entitlements contained in this article are cancelled.
- 21.6 Employees reporting off sick shall do so to their immediate supervisor as early as possible (unless unusual circumstances do not permit) before the commencement of their duties.
- 21.7 An employee who is absent from duty to obtain necessary medical or dental treatment, or because of accident, disability or sickness may be required to present a signed statement or medical certificate upon request. The Employer may require medical notes or certificates. The Employer will reimburse employees the cost to obtain medical certificates when requested by the Employer.
- 21.8 Sick leave without pay may be granted at the discretion of the Employer.
- 21.9 Sick leave benefits are earned and paid on an hourly basis based on the employee's regular scheduled hours of work.

## **ARTICLE 22 – LEAVE OF ABSENCE**

- 22.1 All leave of absences shall be without pay unless otherwise stated in this agreement or provided elsewhere by the Employer. Only permanent employees are entitled to paid leave where provided in this agreement.
- 22.2 Applications, in writing, for leave of absence may be granted at the discretion of the Employer.
- 22.3 Critical Illness and Funeral Attendance with Pay

For the critical illness of a spouse, son or daughter, son or daughter in-law, brother or sister, parent, grandchild, or grandparents, of the employee or employee's spouse:

- a. In town: not more than three (3) working days,
- b. Out of town: up to two (2) additional days for travel.

A medical statement certifying nature of illness may be required by the Employer.

For the funeral of any of the above, including brother or sister in-law:

- a. In town: not more than three (3) working days.

- b. Out of town: up to two (2) additional days for travel.

For combined critical illness and death:

- a. In town: not more than six (6) working days.
- b. Out of town: up to four (4) additional days for travel.

It is recognised by both parties that the conditions which call for leave in respect to critical illness or bereavement are based on individual circumstances. Upon request, the Director of Human Resources may grant additional compassionate leave without pay and benefits.

#### 22.4 Maternity Leave

An employee who is a birth mother is entitled to 15 weeks of maternity leave immediately followed by 37 weeks of unpaid parental leave. If both parents are employed by the Board, the parental leave may be accessed by one of the parents or shared between the parents. However, the Board is not required to grant parental leave to both parents at the same time. Maternity leave shall commence at a time determined by the employee but no later than on the date of birth of the child.

Employee on maternity leave shall receive Supplementary Employment Benefits (SEB) which, when combined with Employment Insurance Benefits (EI), are equivalent to ninety-five percent (95%) of weekly earnings subject to the following:

Supplementary Employment Benefits (SEB) will be paid for the health related portion of the maternity leave for a period up to fifteen weeks (including the EI waiting period) following the start of the leave provided the employee is otherwise eligible to receive sick leave benefits and for a maximum number of days equal to the employee's sick leave entitlement remaining at the start of health related portion of the maternity leave

Continuation of SEB beyond six weeks following the date of birth shall require a medical certificate.

The benefit level paid by the SEB plan to eligible employees shall be an amount which, when combined with maternity benefits paid under EI, equals ninety-five percent (95%) of the employee's regular weekly earnings.

An eligible employee must apply for and be in receipt of EI benefits except for the mandatory EI waiting period.

An employee shall be eligible for maternity leave during the term of the employee's contract subject to the availability of sick leave entitlement. It is understood that an employee who does not qualify for EI benefits is still entitled to the provisions of the SEB Plan.

For the duration of the Maternity Leave, the Employer shall continue to pay the Employer's portion of the employee's benefit plan premiums as per Article 25.

When possible, written notice should be forwarded to the Human Resources Department three (3) months prior to the expected date of delivery. Written notice must be provided at least six (6) weeks prior to the expected date of delivery.

The Employee will be notified at least three (3) weeks before the end of the Maternity Leave with the option to continue their existing benefit coverage during the entire period of the parental leave with one hundred percent (100%) of the premiums paid by the employee. Failure to respond and provide the acceptable pre-authorized automatic monthly payment method prior to the expiration of the Maternity Leave will cause the coverage to lapse without any possibility of reinstatement during the full period of the leave. Employees shall ensure that the District has their most current contact information during the leave period.

#### Parental Leave

An employee is entitled to parental leave without pay and benefits for a period of up to thirty-seven (37) weeks following the birth of a child or in the case of adoption, the placement of the child, provided the leave is utilized within fifty-two (52) weeks of the birth or adoption as applicable.

#### 22.5 Personal Leave

At the discretion of the Superintendent or his designate, having due regard to all the circumstances and the instructional requirements and interests of students and the operation of the school or district, personal leave may be granted to an employee as follows:

- a. The first two (2) days shall be with full pay and benefits; and
- b. Up to an additional three (3) days of personal leave without pay.

Employees becoming permanent after January 31<sup>st</sup> shall only be entitled to one (1) personal leave day with pay in that school year.

Requests for personal leave shall be made at least seven (7) days in advance unless special circumstances apply.

Under exceptional circumstances, additional personal leave without pay may be authorized.

#### 22.6 Medical Needs of Dependent Child or Spouse

An employee may access up to six (6) days from their accumulated sick leave entitlement during a school year under the following circumstances:

- a. Where no one other than the employee can provide for the needs of a dependent child or spouse during an illness, or
- b. To accompany a spouse or dependent child referred to a specialist of health care beyond the limits of the Regional Municipality of Wood Buffalo. Such entitlement shall only be

provided for non-elective medical treatment and only if the attendance of the employee is required for valid medical reasons. A copy of the referral by a medical doctor or dentist may be requested. In cases where additional time off is required under 22.6 (b) and where the employee has exhausted all other applicable leave with pay entitlements, additional leave with pay and benefits may be granted by the Superintendent or designate and such leave shall not be unreasonably denied.

#### 22.7 Convocation/Citizenship Leave

An employee may be granted up to one (1) day of leave with pay to travel to attend the convocation of a child, spouse or self from a recognized post-secondary institution, high school, or a Citizenship ceremony held outside the community. If such convocation or ceremony is held in the community during working hours, the employee shall be granted time-off with pay to attend the actual convocation or ceremony.

#### 22.8 Travel Delay

The Superintendent or designate may approve additional days with or without pay for:

- a. Closure of public roads within the boundaries of the school jurisdiction, including Fort McMurray airport which, despite reasonable efforts, prevents the attendance of the employee at their school.
- b. Closure of Highways leading directly to Fort McMurray and for closures of airports, which despite reasonable efforts, prevent the attendance of the employee to their school.

#### 22.9 Other Emergent Leave

The Superintendent or designate may approve additional days with or without pay as emergent leave, once all other leave entitlements, except personal leave under Article 22.5, have been exhausted, for family emergencies requiring the immediate presence of the employee.

#### 22.10 Extended Leave

The Superintendent or designate may approve an extended leave of absences without pay and benefits under the following conditions:

- a. The request shall be made in writing and outline the reason for the extended leave;
- b. The leave will not exceed 12 months; and
- c. The employee shall notify the Director of Human Resources of their intention to return to work or resign at least two (2) months in advance of the end of their leave.

#### 22.11 Paid Jury or Subpoenaed Leave

The Employer will grant a leave of absence to an employee who serves as a juror or is a subpoenaed witness in any proceedings authorized by law to compel their attendance. The

Employer shall pay such an employee the difference between their normal earnings for regular scheduled working hours and the payment the employee received for jury service or subpoenaed witness, excluding payment for travelling, meals or other expenses.

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

#### 22.12 Union Leave

Upon request to the Director of Human Resources at least five (5) working days in advance, employees elected or appointed by the Union may be provided Union Business Leave without loss of pay and benefits for:

- a. Attendance at Union sponsored conventions, conference or other educational workshops;
- b. Other union related business such as local executive or membership meetings.

Every reasonable effort will be made, when possible, to schedule meetings at times which do not conflict with scheduled work assignments which would adversely impact student learning or the operations of the schools.

The President of the Union shall be provided with up to twenty-four (24) days of leave with pay per school year. The leave will be scheduled on days that do not interfere with the operational requirement of the district and during non-instructional days if the President is in the Instructional or School Administrative Support group. Alternatively, the Union may request that the President be paid additional hours at their regular rate of pay for union leave days scheduled outside of the employee's work schedule. The Union will provide the employer with the President's Union leave schedule at least 3 months in advance.

The Union shall reimburse the Employer for all pay and benefits during the period of absence.

#### 22.13 Union Negotiating Committee

The Union's Negotiating Committee shall consist of no more than four (4) representatives of the Union. Members elected to the committee shall not suffer any loss in pay for attendance in negotiations and shall be paid as per their regular scheduled shift. When meetings take place outside of regular work hours, attendance of members shall be considered paid time. The Employer shall pay fifty percent (50%) the wages and benefits for committee members.

- 22.14 An employee on a leave of absence without pay and benefits may elect to continue their existing benefit coverage at their own cost by providing the Employer with a completed application form and an acceptable per-authorized automatic monthly payment method to pay the premiums prior to the start of their leave.

Failure to notify the Employer prior to the expiration of the leave will cause the coverage to lapse without any possibility of reinstatement during the full period of the leave.

## **ARTICLE 23 – PAYMENT OF WAGES**

- 23.1 The Employer shall pay salaries and wages biweekly in accordance with Schedule "A" attached hereto, and forming part of this agreement.
- 23.2 Custodial and Maintenance group employees shall be paid at their "Job Rate" after successfully completing their probation.

Custodial group employees shall be employed as a Cleaner and shall be promoted to Custodian on their seniority date following one (1) full year of continuous service.

Maintenance group employees shall be employed as Maintenance Service Worker (MSW I) during their first year of employment. They shall be promoted to MSW II on their seniority date following one (1) full year of continuous service and promoted to MSW III on their seniority date following their second year of continuous employment.

- 23.3 On each payday each employee shall be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions.
- 23.4 Included in the hourly rates at Schedule "A" is a Northern Travel Allowance (NTA) paid at a rate equivalent to ten percent (10%) of gross annual regular salary. The total amount designated as a Northern Travel Allowance will not exceed two thousand four hundred dollars (\$2,400) per annum. This allowance is paid to compensate for the cost of travelling to and from the Regional Municipality of Wood Buffalo for medical and other reasons. This designation only applies to permanent employees.
- 23.5 Compensation of Mileage

Where an employee is required to use their personal vehicle for work of the Employer they will be compensated mileage as per the Employer's travel policy.

## **ARTICLE 24 – EMPLOYEE GROUP BENEFITS PLANS**

- 24.1 The Employer shall contribute eighty percent (80%) of the monthly premium for permanent employees for the group benefit plan sponsored by the Board for the Custodial and Maintenance group employees and seventy-five percent (75%) for all other employees.
- 24.2 The Employer shall continue to contribute 100% of the monthly premiums for permanent employees that were eligible for that level of contribution as of August 31, 2001.
- 24.3 The group benefit plan shall include:
- a. An Extended Health Care (EHC) Plan equivalent to the Alberta School Employees Benefit Plan (ASEBP) EHC Plan 1. The plan will include a direct billing option, a maximum dispensing fee and will be based on a least cost alternative (LCA) pricing;
  - b. A Vision and Hearing Aid Care Plan equivalent to the ASEBP Vision and Hearing Aid Care Plan 3;

- c. A Dental Care Plan equivalent to the ASEBP Dental Care Plan 3. Reimbursement of eligible dental costs will be made in accordance with the Blue Cross Usual and Customary Dental Fees Schedule or equivalent.
- d. A Long Term Disability (LTD) Plan and equivalent to the ASEBP Extended Disability Benefit Plan D;
- e. A Life, Accidental Death and Dismemberment (AD&D) insurance plan equivalent to the ASEBP Insurance Plan 2.
- f. Participation to the LTD and Life and AD&D Insurance Plan shall be mandatory for eligible permanent employees.

24.4 The Employer shall contribute eighty percent (80%) of the monthly premium for the Alberta Health Care Plan for the Custodial and Maintenance group employees and seventy-five percent (75%) for all other employees.

24.5 The Employer shall continue to pay their share of benefit premiums for a maximum of two years for employees receiving disability payment from the WCB or under the District's Long Term Disability Insurance Plan.

24.6 When enrolment and other requirements for group participation in various plans have been met, the Employer may sponsor such plans to the portions agreed upon and such sponsorship shall not exceed that which is authorized or accepted by the benefit agency.

24.7 Pension Plan

All permanent employees who are eligible to join the Local Authorities Pension Plan shall join the plan upon the completion of one (1) year of service with the Employer. The Employer and Employee shall make contributions in accordance with the provisions of the plan.

One (1) year of service will include any previous service with the Employer and any service with any other participating Employer immediately preceding their current service with the Employer.

24.8 The agreed to share of premium costs of insurance benefits provided herein includes rebates made to the Employer under Employment Insurance Regulations. No further adjustment is intended to be passed on to employees entitled to benefit as provided unless otherwise stated.

24.9 Health Spending Account

- a. Effective September 1, 2014, the Employer will establish a Health Spending Account for eligible employees that adheres to the Canada Revenue Agency and Income Tax requirements. The unused balance will be carried forward to the extent permitted by the CRA.

- b. An eligible employee under this provision means an active employee with at least one (1) year of full service as of October 1 of each plan year and is working with a minimum of twenty (20) hours per week.
- c. On October 1 of each year the Employer will contribute credits in the amount of four hundred and eighty dollars (\$480) to the Health Spending Account for each eligible employee, for the benefit of that employee and his/her dependant(s).
- d. Employees leaving the employ of the Board for any reason will forfeit any remaining balance, subject to the applicable run off provisions of the plan.

## **ARTICLE 25 – JOB RELATED UPGRADING COURSES & INSERVICE ACTIVITIES**

### **25.1 In-service Activities**

The Employer will endeavour to sponsor and provide in-service activities.

### **25.2 Upgrading Courses**

The Employer will assist non-certificated staff members with job-related upgrading courses as follows:

- a. The Employer will budget for upgrading training.
- b. On the approval of the Superintendent or designate, a permanent employee may be eligible for reimbursement of tuition fees for courses leading toward a certificate in the area of job assignment.
- c. Eligibility will be based on:
  - i. The course/courses are taken at a recognized educational institution, or course/courses are recognized by an educational institution as being applicable toward a certificate.
  - ii. The employee successfully completes the course.
- d. Reimbursement shall be made in the following manner:
  - i. Full reimbursement on successful completion of course, conditional to employee remaining with the District for a three-year tenure period.
  - ii. Should the employee leave the employ of the District prior to the three-year period, a prorated portion is reimbursable to the Employer.
  - iii. Only the compulsory tuition fee/cost is eligible for reimbursement.

- e. If the total amount for the year exceeds the budget, participating employees shall have deducted a pro-rated percentage of the excess amount.
- f. Written application for course approval is required three (3) weeks in advance of course registration.
- g. The Employer may approve an unpaid leave of absence for daytime study if night courses are unavailable. Written requests should be submitted to the Director of Human Resources at least thirty (30) days in advance of attendance unless exceptional circumstances apply.

25.3 Professional Development:

One working day per year will be designated for professional development of employees.

**ARTICLE 26 – RECOGNITION OF EXPERIENCE AND EDUCATION**

26.1 Experience – Administrative Support Group

Experience increments are granted to permanent employees in recognition of their experience. An increment means one (1) step increase within a pay level for one (1) year experience up to the maximum pay level.

The experience increment date is based on the anniversary date of the employee's appointment to a position. The increment date shall be postponed by any leave of absence without pay greater than ten (10) working days.

On initial placement experience gained in an equivalent position with another employer may be considered to a maximum of three (3) years.

26.2 Education – Instructional Support Group

Wherever applicable, allowance for education will be credited upon proof of successful completion of the required certification or diploma by a recognized post-secondary institution. Eligibility for educational increment shall be effective on the date of successful completion. Such increment will take effect as of the date on which the employee submits proof of education to the Employer.

**ARTICLE 27 – UNIFORM AND CLOTHING ALLOWANCE**

- 27.1 The Employer will make smocks available for custodial employees' use when doing jobs or using equipment, which may soil their normal clothing. The Employer will make coveralls available to those maintenance employees whose normal clothing requires protection due to the nature of their work. The Employer shall be responsible for the cleaning and repair of smocks and coveralls as outlined in the guidelines established by the Employer. The Union will take responsibility for having the CUPE Logo put on smocks.

- 27.2 Permanent employees in the maintenance department may be provided their personal safety equipment directly through the Employer at no charge. The employee may also elect to purchase their own equipment and be reimbursed actual cost to a maximum of two hundred fifty dollars (\$250) per year.
- 27.3 When an employee is required to participate in a gym and swim program, the Employer shall reimburse the employee for the cost of one (1) bathing suit, per school year to a maximum of one hundred dollars (\$100), upon submission of a receipt.

## **ARTICLE 28 – GENERAL CONDITIONS**

### **28.1 Bulletin Boards**

A bulletin board, or a portion of an existing bulletin board, will be made available to the Union in each facility for the posting of notices and other Union related items of interest to members.

## **ARTICLE 29 – HEALTH AND SAFETY**

- 29.1 The Employer and the Union acknowledge their common concern for maintaining a safe and healthy working environment to prevent occupational injury and illness. In order to affect a thoroughly understood and accepted safety and health program for Employees at work, it is agreed that joint and cooperative methods shall be encouraged, consistent with applicable Health and Safety legislation.
- 29.2 To this end, a Joint Health and Safety Committee will be established consistent with Employer policies and procedures and applicable legislation.

## **ARTICLE 30 – BENEFIT AND BINDING**

This agreement and everything herein contained shall ensure to the benefit of and be binding upon the parties hereto, their successors and assigns respectively.

In witness thereof the parties hereto have caused this agreement to be executed by the hands of their duly authorized officers and the affixing of their respective seals on the day and year first above-mentioned.

IN WITNESS WHEREOF the Fort McMurray Catholic Board of Education has here unto caused its corporate seal to be affixed under the hands of its duly authorized Officers and the Union has caused this instrument to be executed by its Proper Officers hereunto authorized, the day and year written below.



## SCHEDULE "A" – INSTRUCTIONAL & ADMINISTRATIVE WAGE GRID

Effective September 1, 2014 to August 31, 2015

<b>Instructional Support</b>					
Job Classification Level	Start Rate	Education Level			
		1	2	3	4
Education Assistant 1	\$21.44	\$22.02	\$23.17	\$23.86	\$24.51
Education Assistant 2	\$22.27	\$22.77	\$23.96	\$24.65	\$25.32
Education Assistant 3	\$22.63	\$23.16	\$24.37	\$25.05	\$25.74
Education Assistant 4	\$23.07	\$23.79	\$25.05	\$25.74	\$26.41
Child Care Services	\$22.27	\$22.77	\$23.96	\$24.65	\$25.32
	Start Rate	Job Rate			
Education Assistant 5	\$27.01	\$29.05			
Education Assistant 6	\$29.71	\$31.95			
Teacher Assistant Supervisors (TAS)	Half Day	\$81.23		Full Day	\$162.46
Education Levels		Keyano College or Equivalent			
Start Rate	Probation/Trial Period				
1	High School Diploma				
2	Early Childhood Development Certificate				
3	Education Assistant Certificate				
4	Diploma Level or Higher				

<b>Administrative Support</b>					
Job Classification Level	Start Rate	Experience Level			
		1	2	4	8
Admin Support 1	\$13.18	\$13.58	\$13.58	\$13.58	\$13.58
Admin Support 2	\$16.26	\$16.75	\$17.25	\$17.77	\$18.30
Admin Support 3 (empty)					
Admin Support 4	\$22.67	\$23.35	\$24.04	\$24.77	\$25.51
Admin Support 5	\$23.97	\$24.69	\$25.43	\$26.19	\$26.97
Admin Support 6	\$25.27	\$26.02	\$26.81	\$27.61	\$28.45

1% lump sum payment on November 15, 2014 to active permanent employees.

The amount of the lump sum payment is to be calculated for all regular hours worked in the preceding year at the employee's current rate of pay.

Effective September 1, 2015 to August 31, 2016  
 (2% Wage Increase)

<b>Instructional Support</b>					
Job Classification Level	Education Level				
	Start Rate	1	2	3	4
Education Assistant 1	\$21.87	\$22.46	\$23.63	\$24.34	\$25.00
Education Assistant 2	\$22.72	\$23.23	\$24.44	\$25.14	\$25.83
Education Assistant 3	\$23.08	\$23.62	\$24.86	\$25.55	\$26.25
Education Assistant 4	\$23.53	\$24.27	\$25.55	\$26.25	\$26.94
<b>Child Care Services</b>	\$22.72	\$23.23	\$24.44	\$25.14	\$25.83
	Start Rate	Job Rate			
Education Assistant 5	\$27.55	\$29.63			
Education Assistant 6	\$30.30	\$32.59			
Teacher Assistant Supervisors (TAS)	<b>Half Day</b>	\$82.85		<b>Full Day</b>	\$165.71
Education Levels	Keyano College or Equivalent				
<b>Start Rate</b>	Probation/Trial Period				
1	High School Diploma				
2	Early Childhood Development Certificate				
3	Education Assistant Certificate				
4	Diploma Level or Higher				

<b>Administrative Support</b>					
Job Classification Level	Experience Level				
	Start Rate	1	2	4	8
Admin Support 1	\$13.44	\$13.85	\$13.85	\$13.85	\$13.85
Admin Support 2	\$16.59	\$17.09	\$17.60	\$18.13	\$18.67
Admin Support 3 (empty)					
Admin Support 4	\$23.12	\$23.82	\$24.52	\$25.27	\$26.02
Admin Support 5	\$24.45	\$25.18	\$25.94	\$26.71	\$27.51
Admin Support 6	\$25.78	\$26.54	\$27.35	\$28.16	\$29.02

1% lump sum payment on November 15, 2015 to active permanent employees.

The amount of the lump sum payment is to be calculated for all regular hours worked in the preceding year at the employee's current rate of pay.

## SCHEDULE "B" – INSTRUCTIONAL & ADMINISTRATIVE CLASSIFICATIONS

### **INSTRUCTIONAL SUPPORT**

<b>Classification</b>	<b>Positions/Assignments</b>
Educational Assistant 1	General Classroom Education Assistant
Educational Assistant 2	Early Childhood Programs (EEP Code 30 & PUF 47) Students with Mild & Moderate Disabilities
Educational Assistant 3	Students with Severe Emotional/Behavioural Disabilities (Code 42) Students with Severe Multiple Disabilities (Code 43) High School Specialized Education Programs Literacy Programs ESL Programs
Educational Assistant 4	Students with Physical or Mental Disabilities (Code 44)
Child Care Services	Child Care Services
Educational Assistant 5	Aboriginal Learners Program
Educational Assistant 6	Journeyman/Technical Instructional Program
Teacher Assistant Supervisor (Casual)	Teacher Assistant Supervisor

### **ADMINISTRATIVE SUPPORT**

<b>Classification</b>	<b>Positions/Assignments</b>
Administrative Support 1	Community Host
Administrative Support 2	Mail/Courier Delivery
Administrative Support 3	
Administrative Support 4	District Secretary School Assistant Administrator Library Clerk
Administrative Support 5	Administrative Assistant (High School Counselling / Special Needs) Community Program Co-ordinator

Summer School Co-ordinator

Administrative Support 6

Student Information Co-ordinator (High School)

Office Co-ordinator (High School)

School Administrative Co-ordinator (Elementary / Junior High)

Business Co-ordinator

## SCHEDULE "C" – CUSTODIAL & MAINTENANCE WAGE GRID AND CLASSIFICATIONS

Effective September 1, 2014 to August 31, 2015

<b>Custodial &amp; Maintenance</b>		
<b>Job Classification</b>	<b>Start Rate</b>	<b>Job Rate</b>
Cleaner	17.27	19.41
Custodian		21.82
Head Custodian I	21.51	24.18
Journeyman I	31.21	35.07
HVAC Technician	31.21	35.07
MSW I	21.72	24.38
MSW II		25.50
MSW III		29.30
Custodial Services Coordinator	26.97	30.65
Summer Student	17.27	

Casual employees are paid the start rate of the position they are employed.

1% lump sum payment on November 15, 2014 to active permanent employees.

The amount of the lump sum payment is to be calculated for all regular hours worked in the preceding year at the employee's current rate of pay.

Effective September 1, 2015 to August 31, 2016  
 (2% Wage Increase)

<b>Custodial &amp; Maintenance</b>		
<b>Job Classification</b>	<b>Start Rate</b>	<b>Job Rate</b>
Cleaner	\$17.62	\$19.80
Custodian		\$22.26
Head Custodian I	\$21.94	\$24.66
Journeyman I	\$31.83	\$35.77
HVAC Technician	\$31.83	\$35.77
MSW I	\$22.15	\$24.87
MSW II		\$26.01
MSW III		\$29.89
Custodial Services Coordinator	\$27.51	\$31.26
Summer Student	\$17.62	

Casual employees are paid the start rate of the position they are employed.

1% lump sum payment on November 15, 2015 to active permanent employees.

The amount of the lump sum payment is to be calculated for all regular hours worked in the preceding year at the employee's current rate of pay.

## LETTER OF UNDERSTANDING #1

BETWEEN

THE FORT MCMURRAY CATHOLIC BOARD OF EDUCATION  
(Party of the first part)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2559  
(Party of the second part)

**Re: Fort McMurray Allowance**

**Whereas** the Government of Alberta has agreed to extent the payment of a Fort McMurray Allowance (FMA) to employees working for organizations that are funded by the provincial government including publicly funded school districts effective in June 2006;

**An whereas** this allowance is provided to compensate for the cost of living differential in Fort McMurray and its vicinity compared to other major urban Alberta areas;

**An Whereas** the Fort McMurray Allowance for education sector employees mirror that already provided to Government of Alberta employees working and living in Fort McMurray;

**An Whereas** Alberta Human Services may set different FMA eligibility conditions for childcare workers;

**An whereas** this allowance is subject to change and may be increased, reduced or discontinued at the sole discretion of the Government of Alberta;

**An whereas** the Union and the Board are wanting these matters be set forth in an letter of understanding to govern the terms and conditions of eligibility and payment of this allowance and its impact of existing and future collective agreements.

**NOW THIS AGREEMENT WITNESSED** that in consideration of the premises, the parties hereto agree to make changes to the letter of agreement as follows:

### **Eligibility**

In order to be eligible for the payment of the monthly FMA, an employee shall:

- a. Be a temporary, probationary or permanent employee of the Board;
- b. Be actively employed or on an approved leave of absence with pay; and
- c. Maintain his primary residence in Fort McMurray and its vicinity.

## **Full-time equivalency**

For the sole purpose of calculating eligibility and the amount of the Education Sector Fort McMurray Allowance (FMA), full-time equivalency (FTE) shall be defined as per article 17.2 of the Collective Agreement.

## **Amount of Allowance**

As of the date of this LOA, the full amount of the Public Sector Cost of Living Allowance (COLA) was set at \$1,040 per month for an eligible full-time employee. The amount shall be pro-rated for eligible part-time employees.

This FMA amount may be reviewed annually by the Government of Alberta and is subject to change, based on fluctuations in the relative cost of living in Fort McMurray, as compared to the same costs in other locations in the Province.

In the event that adjustments to the allowance are made, the Union will be notified in writing as early as possible and the amount paid will be adjusted accordingly on the effective date of the change without the requirement to amend this letter of agreement or the Collective Agreement

During a school year (September to August), an employee may not receive more than the total annual value of the FMA (\$12,480) for that year from all employment with any Fort McMurray Public Sector employer.

## **Prorated allowance amount**

In the event that an employee is not actively employed, on a leave of absence without pay, or not eligible for the FMA during a portion of a calendar month, the amount of the FMA shall be prorated as follows:

$$\{\text{Monthly FMA amount} \times \text{days worked} \times 1/20\}$$

For the purpose of clarity, the following examples are provided:

- a. An employee becoming active at the start of a new school year and working 5 days in August would be entitled to  $\$1,040 \times 5/20 = \$ 260$
- b. An employee scheduled to stop working (becoming inactive) in mid-July and working 10 days in the month would be entitled to:  $\$1,040 \times 10/20 = \$ 520$
- c. An employee remaining active during the Christmas Break (working before and after the break) but only scheduled to work 10 full days during the month of December because of the Christmas Break would still be receiving the full monthly FMA of \$1,040.

## **Child Care Services**

Notwithstanding the above, employees in the Instructional Support - Child Care Services sub-group (e) may be subjected to different FMA eligibility criteria and calculations. Eligible employees will be paid



**LETTER OF UNDERSTANDING #2**

BETWEEN

THE FORT MCMURRAY CATHOLIC BOARD OF EDUCATION  
(Party of the first part)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2559  
(Party of the second part)

**Re: New Schools & Staffing**

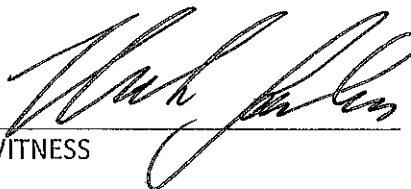
Any new Catholic School solely operated by the Employer in Fort McMurray will be staffed by employees covered by the Union during the term of this agreement;

Should the Fort McMurray Catholic Employer of Education desire to enter into a partnership agreement, which may include the construction and/or operation of a new school, the Employer agrees to inform the Union. At such time as the final contract is resolved, the Employer shall notify the Union of the staffing intent.

This Letter of Understanding will be deemed to have expired at the expiry of the Collective Agreement.

**SIGNED, SEALED AND DELIVERED**  
in the presence of:

  
WITNESS


  
WITNESS

**FORT MCMURRAY CATHOLIC BOARD OF  
EDUCATION**

Per:   
SUPERINTENDENT

Per:   
SECRETARY TREASURER

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 2559**

Per:   
PRESIDENT

Per: 

SIGNED THIS 9 DAY OF September 2015





**LETTER OF UNDERSTANDING #5**

BETWEEN

THE FORT MCMURRAY CATHOLIC BOARD OF EDUCATION  
(Party of the first part)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2559  
(Party of the second part)

**Re: Northern Living Allowance**

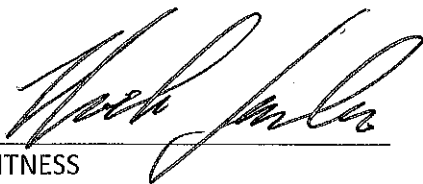
Eligible employees shall be paid a Northern Living Allowance in the amount of two dollars and twenty-five cents (\$2.25) per hour of service, up to a maximum of thirty (30) hours per week, which shall provide for a full-time employee a maximum yearly cost-of-living allowance of three thousand five hundred and ten dollars (\$3,510).

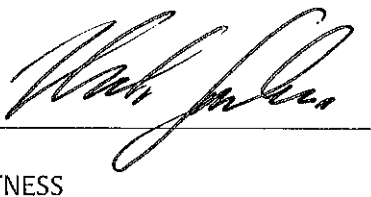
The Northern Living Allowance shall be included in the Cost of Living Allowance (COLA) paid in accordance with the conditions set out in Letter of Understanding #1 until such time as the amount of COLA remains at or above three thousand five hundred dollars (\$3,500) per year for an eligible full time employee. In the event COLA falls below three thousand five hundred dollars (\$3,500) per year, the amount of the Northern Living Allowance shall be adjusted to supplement the COLA in order to provide a full-time employee a maximum combined COLA of at least three thousand five hundred dollars (\$3,500) per year.

This Letter of Understanding will be deemed to have expired at the expiry of the Collective Agreement.

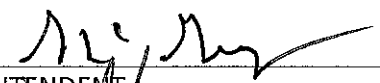
**SIGNED, SEALED AND DELIVERED**

in the presence of:

  
WITNESS


  
WITNESS

**FORT MCMURRAY CATHOLIC BOARD OF  
EDUCATION**

Per:   
SUPERINTENDENT

Per:   
SECRETARY TREASURER

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 2559**

Per:   
PRESIDENT

Per:   
BARGAINING COMMITTEE  
REPRESENTATIVE

SIGNED THIS 9 DAY OF September, 2015

**LETTER OF UNDERSTANDING #6**

BETWEEN

THE FORT MCMURRAY CATHOLIC BOARD OF EDUCATION  
(Party of the first part)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2559  
(Party of the second part)

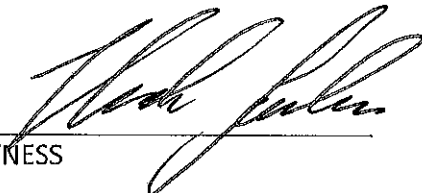
**Re: Childcare Services Funding**

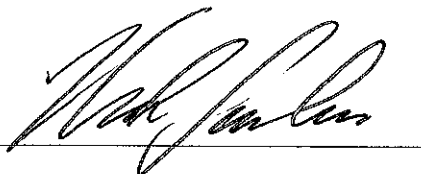
Both parties understand that employees in the Childcare Services group may be eligible for supplemental remuneration and allowance under programs provided and funded by Alberta Human Services such as the Accredited Funding Program for Childcare Staff.

Both parties agree that the Employer will facilitate the processing and payment of any amount received by Alberta Human Services to eligible employees subject to applicable legislation and regulations.

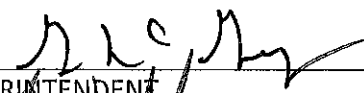
**SIGNED, SEALED AND DELIVERED**

in the presence of:

  
\_\_\_\_\_  
WITNESS

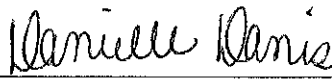
  
\_\_\_\_\_  
WITNESS

) **FORT MCMURRAY CATHOLIC BOARD OF**  
) **EDUCATION**

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

Per:   
\_\_\_\_\_  
SECRETARY TREASURER

) **CANADIAN UNION OF PUBLIC EMPLOYEES,**  
) **LOCAL 2559**

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

Per:   
\_\_\_\_\_  
BARGAINING COMMITTEE  
REPRESENTATIVE

SIGNED THIS 9 DAY OF September 2015

**LETTER OF UNDERSTANDING #7**

BETWEEN

THE FORT MCMURRAY CATHOLIC BOARD OF EDUCATION  
(Party of the first part)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2559  
(Party of the second part)

**Re: Job Classification Review**

The parties hereby agree to undertake a formal review of the Job Classification and grid structure.

The review shall be:

- a. Conducted following a recognized job evaluation and classification system
- b. Facilitated by an independent consultant or contractor specializing in the conduct of such review
- c. Commencing their work before March 31, 2015 with the objective of providing recommendations to both parties before March 31, 2016.

Both parties:

- a. Will be involved in the selection of the consultant/contractor
- b. Have equal representation on the review committee
- c. May mutually agree to modify the term and schedule of the review

**SIGNED, SEALED AND DELIVERED**

in the presence of:

  
\_\_\_\_\_  
WITNESS

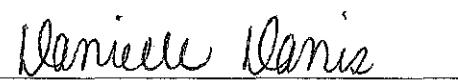
  
\_\_\_\_\_  
WITNESS

) **FORT MCMURRAY CATHOLIC BOARD OF**  
) **EDUCATION**

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

Per:   
\_\_\_\_\_  
SECRETARY TREASURER

) **CANADIAN UNION OF PUBLIC EMPLOYEES,**  
) **LOCAL 2559**

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

Per:   
\_\_\_\_\_  
BARGAINING COMMITTEE  
REPRESENTATIVE

SIGNED THIS 9 DAY OF September, 2015

**LETTER OF UNDERSTANDING # 8**

BETWEEN

THE FORT MCMURRAY CATHOLIC BOARD OF EDUCATION  
(Party of the first part)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2559  
(Party of the second part)

Whereas the Employer and the Union are party to a Collective Agreement establishing wages and working conditions in accordance with the Labour Relations Code of the Province of Alberta

And whereas this agreement is binding and shall remain in effect until October 31, 2015

And whereas changes to this agreement may be made by mutual agreement at any time as per article 1.2 of such agreement

And whereas both parties are invoking article 1.2 to make such changes

NOW THIS AGREEMENT WITNESSED that in consideration of the premises, the parties hereto agree to make changes to the agreement as follows:

Delete current article 16.3 – Placement between School Years and replace by the following

Article 16.3 Placements for Instructional Support Group between School Years

At least five (5) working days prior to the district placement day permanent employees shall be provided with an opportunity to re-locate to a different school. If no request is received it will be assumed that the permanent employee will remain at their current school.

All funded positions will be posted for (5) working days prior to the placement day at each school.

At their school of choice on placement day, permanent employees in order of seniority will select a position for which they are qualified and have the required competencies.

Once placement is complete, the remaining employees will be placed on the District Recall list in order of seniority. A list of all District vacant positions will be prepared. In order of seniority, the employees will be offered placement in the positions for which they are qualified and have the required competencies.

Employees not in attendance on Placement Day will be placed on the District Recall list.

Placement Day will be held on a non-instructional day and is not considered a paid day.

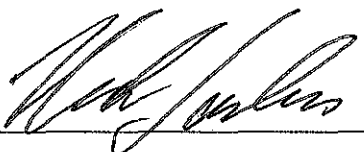
It is understood that Aboriginal Learners Program is excluded from the placement procedure.

Child Care Services sub-group will have placement held separately, using the same placement procedure as outlined in this document.

Employees employed in the Program Unit Funding (PUF) are classified based on special education codes. Given that PUF is normally provided only for one (1) school year, employees will be automatically re-classified as EA 2 – PUF 47 at the end of the school year. Re-assignment with the PUF program will be made as the grant application is processed and approved by Alberta Education.


It is understood that the assignment of employees to students shall normally not exceed two (2) consecutive school years. Such cases will be on a case-by-case basis dependent on the student's needs.


**SIGNED, SEALED AND DELIVERED**  
In the presence of:

  
\_\_\_\_\_  
WITNESS

  
\_\_\_\_\_  
WITNESS

**FORT MCMURRAY CATHOLIC BOARD OF  
EDUCATION**

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

Per:   
\_\_\_\_\_  
SECRETARY-TREASURER

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 2559**

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

Per:   
\_\_\_\_\_  
BARGAINING COMMITTEE  
REPRESENTATIVE

SIGNED THIS 9 DAY OF September, 2015