

COLLECTIVE AGREEMENT

Between

PEACE RIVER SCHOOL DIVISION NO. 10

And

CUPE *Canadian Union
of Public Employees*

LOCAL 4839 SUPPORT STAFF

JULY 1, 2016 TO AUGUST 31, 2018

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COLLECTIVE AGREEMENT

THIS AGREEMENT is made in triplicate this 22nd day of August, 2016 pursuant to The Labour Relations Code.

BETWEEN

THE BOARD OF TRUSTEES OF THE
PEACE RIVER SCHOOL DIVISION NO. 10
(Hereinafter called the "Employer")

OF THE FIRST PART

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4839
(Hereinafter called the "Union")

OF THE SECOND PART

WHEREAS, non-instructional personnel of the Employer are to be included as members of the Union under the provisions of the Labour Relations Code; and

WHEREAS the Employer has recognized the Canadian Union of Public Employees, Local 4839 as the sole official bargaining agent acting on behalf of all employees covered by the Alberta Labour Board Certificate #29-2008.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

ARTICLE 1-TERM

- 1.1 This agreement will become effective July 1, 2016 and shall remain in force and effect up to and including August 31, 2018 or until varied by collective bargaining as herein provided for.
- 1.2 All provisions of this agreement shall be applicable to the entire term of this agreement notwithstanding its execution date.
- 1.3 This agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing.
- 1.4 Not less than ninety (90) days and not more than one hundred and eighty (180) days prior to the termination of this Agreement either party may give to the other party a notice in writing of its intention to commence collective bargaining.

- 1.5 The parties will meet within thirty (30) days of receipt of the notice to bargain to exchange proposals, unless mutually extended.

ARTICLE 2- RECOGNITION AND COVERAGE OF AGREEMENT

- 2.1 The Employer hereby recognizes the Union as the exclusive representative of all Employees in the bargaining unit described in 2.2 and the Union recognizes the responsibility of representing the interest of all such Employees.
 - 2.1.1 The Employee shall have the right at any time to have the assistance of a business agent when dealing with or negotiating with the Employer.
- 2.2 The bargaining unit to which this agreement is applicable, is all employees covered by Alberta Labour Board Certificate #29-2008.
- 2.3 All salaries, allowances, terms and benefits, unless otherwise provided for in this agreement, shall be pro-rated for each staff member subject to this agreement on the basis of their full time equivalency (FTE). The FTE represents the proportion of time a part time employee is regularly scheduled to work in relation to full-time service.
- 2.4 It is the responsibility of each Employee to at all times be familiar with the terms and conditions of employment as addressed in this collective agreement.

ARTICLE 3 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

- 3.1 The Union acknowledges that it shall be the exclusive right of the Employer to operate and manage the business in all respects, unless otherwise provided by this Collective Agreement. The Employer reserves all rights not specifically restricted or limited by the provisions of this Collective Agreement including the right to:
 - 3.1.1 maintain order, discipline and efficiency;
 - 3.1.2 make or alter, from time to time, rules and regulations, to be observed by Employees, which are not in conflict with any provision of this Collective Agreement;
 - 3.1.3 direct the working force and to create new classifications and work units and to determine the number of Employees, if any, needed from time to time in any work unit(s) or classification(s), and to determine whether or not a position will be continued or declared redundant;
 - 3.1.4 hire, promote, transfer, layoff, recall and to demote, discipline, suspend or discharge for proper and sufficient cause.

- 3.2 The Employer shall not discriminate against any member of the Union, or intimidate or coerce because the member:
- 3.2.1 has testified or otherwise participated in or may testify or otherwise participate in a proceeding authorized or permitted under this collective agreement or in a proceeding under the Labour Relations Code:
 - 3.2.2 has made or is about to make a disclosure that the member may be required to make in a proceeding authorized or permitted under this collective agreement or in a proceeding under the Labour Relations Code; or
 - 3.2.3 has made an application or filed a complaint under the Labour Relations Code.

ARTICLE 4 - DISCRIMINATION AND HARASSMENT

The Employer and the Union shall comply with all applicable legislation.

ARTICLE 5 - UNION MEMBERSHIP

- 5.1 All Employees covered by this agreement shall be required to pay Union dues.
- 5.2 The Union shall advise the Employer in writing of any change in the amounts of dues to be collected by the Union from the Employees covered by this agreement. Such notice shall be communicated to the Employer at least thirty (30) days prior to the effective date of the change.
- 5.3 The Employer, as directed by the Union in writing, shall deduct the amount of the Union dues from the pay of all Employees covered by this agreement. The deductions remitted shall be accompanied by particulars identifying each Employee by name and classification and if a new Employee, showing starting date of employment. On October 31 and March 31, the Employer will provide the Union with an updated list of names, addresses and phone numbers of all members of the bargaining unit.
- 5.4 No Employee within the bargaining unit shall be required or permitted to make a written or verbal agreement with the Employer or any of its officers which may conflict with this Collective Agreement.

ARTICLE 6 - DEFINITIONS

6.1 Permanent full-time

All Employees who work thirty-five (35) hours per week as per schedule 1 and 4 and all Employees who work forty (40) hours per week as per schedules 2 and 3 and have successfully completed a probationary period as defined under Article 8.

6.2 Permanent part-time

All Employees who work less than thirty-five (35) hours per week as per schedule 1 and 4 and all Employees who work less than forty (40) hours per week as per schedules 2 and 3 and have successfully completed a probationary period as defined under Article 8.

6.3 Temporary Employees

Employees hired to cover illness, leaves of absence, special projects or to augment the regular staff for a specific time period of three (3) months or longer but not to exceed twelve (12) months without the consent of the Union.

6.4 Casual Employees

Employees called in on a day to day, as needed basis, up to three (3) months to cover absences due to illness or authorized leave of absence, including vacation at the applicable rate of pay for the position and shall receive only those benefits required by law.

6.5.1 Twelve Month Employee

A twelve month employee can be either a full-time or part-time employee who is regularly scheduled to work throughout the calendar year.

6.5.2 Ten Month Employee

A ten month employee is an employee who is regularly scheduled to work during the ten (10) months of the school year.

6.6 Probationary Employee

An employee serving a probationary period as defined in Article 8 Probationary Period, in an established position under this Collective Agreement.

6.7 Probationary Period

An Employee shall have a Probationary Period of sixty-five (65) working days or six (6) months, whichever comes first, excluding sick days and leaves of absence, in an established position under this Collective Agreement.

6.8 Vacation Year

A vacation year shall be defined as the twelve (12) month period commencing on September 1st in each calendar year, and concluding on August 31st in the following year.

6.9 Seniority

Seniority is defined as the length of continuous service in the permanent employ of the Employer from the last date of hire, as a permanent employee. Seniority shall not apply during the probationary period; however, once the probationary period has been completed seniority shall be credited back to the commencement of the probationary period.

6.10 Layoff

A layoff shall mean a reduction in the workforce, or an elimination of positions.

6.11 Consecutive Working Days

Consecutive Working Days are Monday through Friday, excluding weekends and general holidays. For School Based Employees non-operational days are also excluded.

6.12 Where the singular is used in this agreement, it shall be deemed to be the plural where the context so requires and vice versa.

6.13 Whenever the masculine or feminine is used in this Agreement, it shall be considered to refer to either gender.

Category Definitions

Schedule 1 School Based Employees

- “Educational Assistants” applies to persons designated by the Employer as E.C.S. Assistants, Special Needs Assistants and Teaching Assistants (1400 hours paid over 12 months).
- “Information Specialists” applies to persons designated by the Employer as School Librarians (1435 hours paid over 12 months).

- “Secretaries” applies to persons designated by the Employer as School Secretaries (1435 hours paid over 12 months).
- “Office Managers” applies to persons designated by the Employer as School Office Managers (1435 hours paid over 12 months).
- “School Based Technicians” applies to persons designated by the Employer as School Based Technicians (1435 hours paid over 12 months).

Schedule 2 - Maintenance Operations

(2080 hours paid over 12 months)

- Maintenance Repairman I
- Maintenance Repairman II
- Maintenance Repairman III
- Maintenance Repairman IV with Painter certification or Carpenter uncertified
- Maintenance Repairman V with Carpenter or Plumbing certification
- Maintenance Repairman VI with Plumbing and Gas certification
- Maintenance Repairman VII with Electrical certification

Schedule 3 – Transportation Operations

(2080 hours paid over 12 months)

- Bus Fleet Maintenance Technician
- Lead Bus Fleet Maintenance Technician

Schedule 4 – Support Services Clerical (Transportation and Maintenance Operations)
(1820 hours per year paid over 12 months)

Applies to all clerical support positions for Transportation and Maintenance Operations

- Administrative Support I
- Administrative Support II
- Administrative Support III

ARTICLE 7- TASK ASSIGNMENTS

7.1 No part of this agreement shall be construed as meaning that an Employee shall do only tasks of the classification in which the Employee is employed nor shall any part of this Agreement be construed as meaning that certain tasks shall be performed only by certain classified Employees.

ARTICLE 8- PROBATIONARY PERIOD

8.1 Each new employee shall have a probationary period of sixty-five (65) working days or six (6) months, whichever comes first, excluding sick days and leaves of absence before being eligible for the Sick Leave provisions, or the Benefits provisions of this agreement. At the

conclusion of the sixty-five (65) day or six (6) month probationary period, whichever comes first, the terms of the entire agreement shall apply.

ARTICLE 9 - HOURS OF WORK

- 9.1 Each Employee is required to record their attendance, indicating all periods of absence and reasons for absence in the electronic leave management system.

ARTICLE 10 - OVERTIME AND TIME OFF IN LIEU

- 10.1. It is understood that, from time to time, an Employee may be required to work in excess of the regular daily and/or weekly hours. An Employee who is required to work excess hours (pre-authorized by the Employee's immediate supervisor) shall be paid at one point five (1.5) times the Employee's regular rate of pay for such hours worked that are in excess of eight (8) hours per day or forty (40) hours per week. For other excess hours, the regular rate of pay shall apply. An Employee may apply, and the Employer may approve, the accumulation of such excess hours to be taken as "time off in lieu". Hours worked up to eight (8) hours per day or forty (40) hours per week, shall accumulate at the straight time rate. Hours in excess of eight (8) hours per day or forty (40) hours per week, shall accumulate at the overtime rate.

Time credits unused as of August 15 of every school year shall be paid out at the straight time rate in the August payroll and the August time credits will be carried over into the next year.

Call Back

- 10.2 When an Employee is called out for an emergency an Employee will be paid for a minimum of two (2) hours at one and one-half (1 ½) times their basic hourly rate.

ARTICLE 11 - GENERAL HOLIDAYS

- 11.1 Employees shall be entitled to General holidays and General Holiday pay as per Alberta Employment Standards Code governing General Holidays.
- 11.2 Other holidays with pay, may be granted at the discretion of the Employer from time to time.

ARTICLE 12 - PAID VACATION & VACATION PAY

- 12.1 Twelve month Employees

- 12.1.1 Employees are entitled to take vacation as it is earned.

12.1.2 For all Employees working on a twelve (12) month basis, the length of vacation shall be as follows:

1 year continuous employment	2 weeks
2-7 years continuous employment	3 weeks
8-15 years continuous employment	4 weeks
16-25 years continuous employment	5 weeks
26+ years continuous employment	6 weeks

12.1.3 A leave of absence without pay and benefits, greater than thirty (30) calendar days, shall not interrupt continuous employment status. However, the leave shall not be counted as time worked for vacation purposes.

12.1.4 All paid vacation leave must be taken within the twelve (12) month period in which it is earned.

12.1.5 Unless approved in writing by the Secretary-Treasurer or designate, paid vacation leave shall not be banked from one period to another.

12.1.6 Although an attempt will be made to accommodate Employees' wishes as to when they want their vacation, it remains the Employer's right to schedule vacations to suit the operational needs of the Division.

12.2. Other Employees

12.2.1 Vacation pay in lieu of vacation shall be paid monthly.

12.2.2 Employees who terminate employment shall receive any vacation pay entitlement due at the time of termination.

12.2.3 Excepting twelve (12) month Employees, all Employees shall receive vacation pay in lieu of vacation at the following rate:

0-1	year continuous employment:	4% gross salary
2-7	years continuous employment:	6% gross salary
8-15	years continuous employment:	8% gross salary
16-25	years continuous employment:	10% gross salary
26+	years continuous employment:	12% gross salary

Continuous employment is not affected by the length of the work day or the hours worked per week.

12.2.4 Excepting twelve (12) month Employees, all Employees' vacation periods shall be scheduled to coincide with non-operational days.

ARTICLE 13 - LEAVES OF ABSENCE

LEAVES OF ABSENCE WITHOUT PAY

- 13.1 Leave of Absence without pay and benefits may be granted at the discretion of the Employer. Leaves of absence in excess of thirty (30) consecutive calendar days shall not be counted as time worked for salary incremental purposes.

SICK LEAVE

- 13.2 Sick leave will be granted to an Employee for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness or disability. Sick leave with pay shall be granted to a maximum of that Employee's accumulated sick leave at the beginning of the school year plus the Employee's unused entitlement for the current school year. Once the sick leave entitlement has been fully used, no further salary or benefits shall be paid by the Employer.
- 13.3 Unused sick leave of all Employees shall accumulate at the completion of each complete year of service with the Employer to the credit of the Employee to a maximum of one hundred (100) calendar days.
- 13.4
- 13.4.1 **Family Illness** - Employees shall be allowed to use four (4) of their accumulated sick days per school year for family dependent illness and appointments.
- 13.4.2 **Personal Leave Days** – Employees shall be allowed to use two (2) of their accumulated sick days per school year for personal leave.
- 13.5 Deduction from salary for unpaid leaves of absences of up to 15 consecutive days shall be as follows: Employees will have their scheduled hours deducted at their hourly rate for days missed.
- 13.6 Sick leave shall be earned on the basis of two days per month of employment excluding probationary periods.
- 13.7 An employee who is absent from duties to obtain necessary medical or dental treatment or because of accident disability or sickness for a period of more than three (3) consecutive working days may be required to present a medical certificate satisfactory to the employer, before returning to duty.
- 13.8 When an Employee's tenure of employment is terminated by the Employer and when the terminated Employee is not rehired by the Employer within one hundred twenty (120) calendar days, all accumulated sick leave shall be cancelled. When an Employee leaves the employment of the Employer voluntarily, accumulated sick leave is cancelled immediately.

13.9 After ninety (90) consecutive calendar days of medical leave, if the Employee qualifies, in accordance with the carrier's regulations, the Employee may be eligible for Extended Disability Benefits.

13.10 An Employee returning from extended disability in excess of sixty (60) working days, may be required to pass a medical examination, before returning to duty. The Employer will reimburse the Employee.

UNION LEAVE

13.11 In the event that an Employee is elected or appointed to the bargaining committee for the Union, the Employee shall be granted leave at their regular rate of pay and benefits for the purpose of attending joint collective bargaining, conciliation or mediation meetings in the establishment of a new collective agreement. The Union shall reimburse the Employer for all pay and benefits during the period of absence.

13.12 If an accredited representative of the Union is required to meet with the Employer, or attend hearing to discuss a grievance during work hours, the Employee shall be granted leave with pay and benefits subject to suitable arrangements with their immediate supervisor concerning their own work responsibilities.

13.13 If the Employee who is grieving is required to attend an initial grievance meeting, the Employee shall be granted leave with pay and benefits at their regular rate of pay and benefits.

13.14 An Employee who is elected to attend a Union convention, conference, school, or to attend any other Union function or meeting of the Union, its affiliated or chartered bodies, or any other labour organization with which the Union is affiliated, shall be granted leave of absence with pay and benefits. The Union shall reimburse the Employer for all pay and benefits during the period of absence.

MATERNITY - PARENTAL LEAVE

13.15 Maternity leave shall be for a period of up to fifteen (15) weeks. In addition to maternity leave, a parent may take an additional thirty-seven (37) weeks for parental leave pursuant to Alberta Employment Standards. If the mother takes the parental leave, this leave shall occur in a contiguous fashion with the maternity leave.

13.16 The health related portion of each Employee's maternity leave shall be as determined by medical documentation with such leave beginning the day the Employee begins the leave regardless of whether this date is the date of delivery or several weeks in advance of the delivery date but in no instance shall this date be more than eight (8) weeks in advance of the delivery date.

13.17 The Employer will register and implement a 95% Supplementary Unemployment Benefits

(S.U.B.) plan which each Employee shall access for pay during the health-related portion of her maternity leave. The Employer shall pay its portion of each Employee's benefit plan premiums during the health-related portion of her maternity leave. The remainder of the maternity leave not covered by the health related portion shall be without pay and benefits. S.U.B. shall be payable for a maximum of seventeen (17 weeks) or for the period covered by accumulated sick leave, whichever is less. After ninety (90) consecutive calendar days of illness the Employee shall apply for E.D.B. benefits and no further salary, benefit contributions, or S.U.B. shall be payable.

13.18 Each Employee shall endeavour to notify the Employer, in writing, of her leave requirements three (3) months in advance, however, she shall give the Employer at least two (2) weeks notice of the day on which she intends to commence maternity leave. In each case maternity leave must commence no later than the actual date of delivery.

13.19 Prior to the leave commencing, each Employee shall endeavour to provide the Employer with the date she plans on returning to work, however, she shall give the Employer, in writing, at least four (4) weeks notice of the day on which she intends to work.

13.20 An Employee may be required to submit medical certificates in order to receive the S.U.B.

ARTICLE 14 - BENEFITS

GROUP BENEFITS

14.1 The Employer shall continue to make the contributions during July and August of each year.

The Employer shall provide to all eligible Employees within this bargaining unit the following Benefit plan:

- Life Insurance (for employee only) 100 % of premium rate contributed by Employee
- Disability (for employee only) 100% of premium rate contributed by Employee
- Extended Health Care . 100% of single or family rate premium contributed by the Employer
- Dental 100% of single or family rate premium contributed by Employer
- Vision 100% of single or family rate premium contributed by Employer

14.2 All eligible Employees will be provided a \$400.00 Health Spending Account, pro-rated to their start date and paid 1/12 monthly.

14.3 The Benefit plan shall be made available to all Employees employed with a 0.50 FTE or greater (not prorated) as a condition of employment. Employees working less than 0.50 FTE shall not be eligible for participation in the benefit plan.

14.4 Employer contribution to benefits shall continue while an Employee is attending apprenticeship training.

- 14.5 An Employee may decline participation in the Dental, Extended Health Care and Vision plans by completing an enrolment form stating they have coverage through their spouse/partner's health benefit plan. If they choose to enrol past the qualifying period of applying, they are subject to late applicant penalty.
- 14.6 The Employer shall retain and utilize both the Employer's share and the Employee's share of any rebate due under the Employment Insurance Commission Act or regulations.

LOCAL AUTHORITIES PENSION PLAN

- 14.7 Participation in the Local Authorities Pension Plan is upon completion of one year continuous employment with the Employer.
- 14.7.1 Employees, working over a guaranteed thirty (30) hours per week, shall participate in the Local Authorities Pension Plan.
- 14.7.2 Employees, working under thirty (30) hours per week but over fourteen (14) hours a week, shall have the option to contribute to the Local Authorities Pension Plan.
- 14.7.3 The Employer will contribute fifty percent (50%) of the Employee's contribution to an RRSP up to a maximum of five percent (5%) of the Employee's annual salary for those Employees not participating in the Local Authorities Pension Plan. The Employee shall establish their contribution level at the beginning of the school year or when they commence employment.

NORTHERN TRAVEL BENEFIT

- 14.8 Provided that all requirements of the Canada Revenue Agency have been met, for the purposes of this agreement, \$4,000.00 (or such maximum amount allowed by the Canada Revenue Agency) of the annual salary as set out by this Agreement shall be considered to be a Travel Assistance Benefit paid in a designated area as defined by the Canada Revenue Agency and shall be indicated as such in the appropriate box on the Annual T4 slip. The provision of this benefit shall in no fashion add to the cost of salary or benefits to the Employer.

EQUIPMENT

- 14.9 The Employer shall administer the provision of and cleaning of coveralls in accordance with administrative practice for all Schedule 2 and 3 Employees in the Support Staff department.
- 14.10 Schedule 2 and 3 Employees shall receive an annual safety and equipment allowance of \$300.00 to be paid on the January paycheck.

SERVICE RECOGNITION

14.11 Employment for the purpose of services recognition increments shall not be affected while Employees are on leave due to illness or disability for a period of less than one (1) year and paid annually in December based on continuous employment, prorated by FTE as follows in the table.

6—10 years.....	\$200.00 annually
11—15 years	\$350.00 annually
16—20 years	\$500.00 annually
21—25 years	\$650.00 annually
26+years	\$850.00 annually

SUPPLEMENTARY UNEMPLOYMENT BENEFITS (S.U.B.) PLAN

14.12 The Employer will provide for Employees under Schedule 2 and 3 a 95% Supplementary Unemployment Benefits (S.U.B.) Plan which each Employee shall apply for and, if eligible, access during the period(s) of apprenticeship training. The Employer shall pay its portion of each Employee’s benefit plan premiums during the apprenticeship. S.U.B. shall be payable for the period during which an Employee is away from normal duties during the apprenticeship training, including the EI waiting period. Each Employee accessing this benefit plan does so with the understanding that they are committing to provide to the Employer twelve (12) consecutive months of service for each term of apprenticeship program and are liable for reimbursement to the Employer funds provided under the plan in proportion to any shortfall in service commitment.

ARTICLE 15 - PROMOTIONS & PLACEMENT PROCEDURE

15.1 When the Employer decides to post a permanent position they may post externally and internally and the following hiring order shall be followed:

15.1.1 Employees who are members of the bargaining unit, who have the evaluated ability, required qualifications and training shall be given first consideration. An external candidate would only be hired if they possess specialized required skills which the internal candidate does not possess.

15.1.2 Where two (2) Employees, in the bargaining unit, who have evaluated ability, required qualifications and training to be relatively equal, seniority shall be the deciding factor.

15.2 The Employer shall post vacant or newly created positions for five (5) consecutive working days. All postings shall include a note on the bottom recognizing the position as

a Union position. Notwithstanding, in the interest of reassigning or promoting staff within a site, the Employer may increase a Schedule I Employee's FTE, within or between classifications, without posting provided the additional FTE is less than point five (0.50) FTE.

Where more than one Employee at a site is interested in increasing their FTE through this provision and the Employer has evaluated their ability, required qualifications and training to be relatively equal, the senior Employee shall be assigned the additional FTE.

- 15.3 Promoted Employees shall be on a trial period of sixty (60) days worked. Should the Employee be unsatisfactory in the new position firstly, they shall revert to their former or similar position and wage rate. Where the Employee's former position no longer exists, the Employee will be reverted to a similar position at that site or within the town limits, subsequently, then wherever possible in the division.
- 15.4 In promotion of Employees where the Employer has evaluated ability, required qualifications and training to be relatively equal, the senior applicant shall be awarded the position.
- 15.5 Simultaneous to media advertising, a notice of intention to fill any job position be it regular or temporary or copy of the advertisement, in any position defined under Article 2.2, of the Agreement, shall be posted on staff bulletin boards during the school year and a copy of the posting will be sent to the Recording Secretary of the Union.

ARTICLE 16 - SENIORITY

- 16.1 Seniority is defined as the length of continuous service in the permanent employ of the Employer from the last date of hire, as a permanent employee.
 - 16.1.1 Seniority shall be used as a factor in determining promotions, transfers, demotions, lay-offs and recall.
 - 16.1.2 The Employer shall maintain a seniority list showing the last date of hire of all employees and ranked in order of their hire date.
 - 16.1.3 An up-to-date Seniority List shall be sent to the Union in September of each year.
 - 16.1.4 Upon successful completion of the probationary period, a permanent Employee shall be credited with Seniority back to the commencement of the probationary period.
 - 16.1.5 Any protest for Seniority must be received within thirty (30) calendar days of the Union receiving the list. Thereafter the date shall be considered as being established.
- 16.2 Employees shall only lose their seniority in the event:
 - 16.2.1 they are discharged for just cause and were not reinstated.
 - 16.2.2 they resign in writing.

16.2.3 they are laid off for a period greater than twelve (12) consecutive months.

16.3 Employees shall retain but not accrue seniority if they are absent from work for a period of greater than eighteen (18) consecutive months on a WCB or LTD claim.

ARTICLE 17 - LAY-OFF AND RECALL

17.1 In the event of a lay-off, where ability, qualifications and training are, as determined by the Employer relatively equal within a classification, the Employee with the least seniority in the school or within the appropriate department shall be the first laid off.

17.2 In the event of a recall, where ability, qualifications and training are, as determined by the Employer relatively equal, the Employee with the most seniority in the school or within the appropriate department shall be the first recalled.

17.3 Employees may be placed on lay-off with seventy-two (72) hours notice in the event of a labour dispute between the Employer and its school Employees represented by another bargaining agent.

17.4 Recall rights shall be discontinued twelve (12) months following the effective date of layoff with no further employment commitments or obligations.

17.5 A layoff shall be defined as a separation from a permanent or seasonal position due to lack of work.

ARTICLE 18 - DISCIPLINE AND DISCHARGE

18.1 The Employer shall only discipline or discharge for just cause. Both parties recognize the value of progressive discipline.

18.2 Unsatisfactory conduct and/or performance by an Employee may be grounds for discipline up to and including dismissal. Unsatisfactory conduct and/or performance by an Employee, which is not considered by the Employer to be serious enough to warrant suspension or dismissal, may result in a verbal or written warning to the Employee. An Employee will have the right to have a Union Representative present at any disciplinary or discharge meetings.

18.3 A written warning will provide the specifics of the issue(s) that gave rise to the disciplinary action, will provide direction regarding work performance expectations and time line for improvement, as well as indicating that further discipline or dismissal may follow any similar or other infractions. A copy of the written warning will be placed on the Employee's personnel file. A copy of the written warning will be forwarded to the President of the Union.

- 18.4 An Employee who has been subjected to disciplinary action may after twenty-four (24) months of continuous service from the date the disciplinary measure was invoked, request in writing to have their personnel file cleared of any record of the disciplinary action. Such request will be granted provided the Employee's file does not contain a related record of disciplinary action during the twenty-four (24) month period. The Employer will confirm in writing to the Employee that such action has been affected.

ARTICLE 19 - GRIEVANCE PROCEDURE

- 19.1 The following grievance procedure is in accordance with the requirements of the Labour Relations Code, and provides for the peaceful settlement of any differences arising from the interpretation, application or operation of this agreement, including any question as to whether the differences are arbitral. At any time during this process, an Employee may be accompanied by a representative of the Union.

19.1.1. Informal Discussion

Such grievance shall first be discussed by the griever within fifteen (15) consecutive working days from the date of the incident giving rise to the grievance, or from the date the griever should have been reasonably aware of the incident, whichever is later, with their supervisor, with the objective of resolving the matter informally.

19.1.2 Step 1

If the griever is not satisfied with the disposition of the grievance or if no decision has been rendered within ten (10) consecutive working days of raising the matter with their supervisor, the griever and/or the Union on behalf of the griever may file the grievance in writing to the Secretary- Treasurer or designate. Such written submission shall be made within ten (10) consecutive working days of the Informal Discussion response. Such submission shall set out the name of the griever(s), particulars regarding the nature of the grievance, the articles of this agreement which are alleged to have been violated, and the remedy sought. The griever shall be offered the opportunity to present their concerns to the Secretary-Treasurer or designate, either directly or through Union representation, with the objective of resolving the matter.

19.1.3. Step 2

The Employer and the Union recognize there may be value in having further discussions related to an issue that has been presented by an Employee as a grievance. In addition to the requirements of the grievance procedure, by mutual agreement the Employer may meet with the griever and their Union representative, with the objective of resolving the matter. Where the parties have met under this

provision, the Employer shall communicate its response to the grievor and the Union within ten (10) consecutive working days of their meeting.

19.1.4 Grievance Mediation

The Employer and the Union agree to consider “Grievance Mediation” as an alternative disputes resolution process for those issues that have been or may be referred to an Arbitration Board. Grievance Mediation shall be entered into by mutual consent in writing and further, unless mutually agreed otherwise in writing, the results of such mediation are not binding nor do they preclude continuing with the arbitration process. Selection of a Mediator shall be completed by mutual agreement between the Employer and the Union. Each party to the grievance mediation shall bear in equal proportions the expense of the Mediator.

19.1.5 Step 3

In the event the grievance is not resolved to the satisfaction of the grievor, within ten (10) consecutive working days following receipt of the Step 2 response, the grievor and/or the Union on behalf of the grievor may by written notice require the establishment of an arbitration board as hereinafter provided.

19.1.5.1 Such notice must be given to the Secretary-Treasurer or designate within ten (10) consecutive working days after the Step 2 response.

19.1.5.2 Concurrently with the notice by the Union to the Secretary-Treasurer or designate requiring the establishment of an arbitration board, the Union shall name its nominee to the arbitration board, and the recipient of the notice shall within five (5) consecutive working days of receipt inform the other party of its nominee to the arbitration board.

19.1.5.3 The two (2) nominees so appointed shall within five (5) consecutive working days of the appointment of the second of them, appoint a third person who shall be Chairperson of the arbitration board. Alternatively the grievance may, by mutual agreement of the Employer and the Union, be referred to a single Arbitrator as per the Labour Relations Code. In the event of failure to agree on the appointment of a Chairperson, any party may request the Director of Mediation Services make the necessary appointments.

19.1.6 The arbitration board shall hear and determine the grievance and shall issue an award in writing.

19.1.6.1 Such award shall be final and binding upon the parties and any Employee affected by it.

19.1.6.2 The decision of a majority of the arbitration board is the award of the board, but where there is no majority (or unanimity) the decision of the

Chairperson governs and shall be deemed to be the award of the board.

19.1.6.3 The arbitration board by its decision shall not alter, amend or change the terms of this agreement.

19.1.6.4 Each party to the grievance shall bear in equal proportions the expense of the Chairperson.

19.1.6.5 All the time limitations in this article shall be exclusive of Saturdays, Sundays and other holidays.

19.2 The purpose of this Grievance procedure is to ensure the Grievance is processed in an expeditious manner. Therefore, compliance with the grievance provisions is mandatory.

19.3 If the Employer fails to comply with the provisions the grievance may be processed to the next step. If the grievor fails to comply with the provisions, the grievance shall be considered abandoned.

19.4 Any of the time limits contained in this Article may be extended by the mutual consent of the parties in writing.

POLICY GRIEVANCE

19.5 Where a dispute involving a question of general application or interpretation occurs or where the Union has a grievance, the informal discussion may be bypassed.

TERMINATION GRIEVANCE

19.6 Where a dispute involving termination occurs, the informal discussion may be bypassed.

ARTICLE 20 - SUBROGATION

20.1 Definitions (for the purposes of this article only):

20.1.1 Cost of Absence means the total remuneration paid by the Employer during a period when the Employee was absent from work.

20.1.2 Interest means interest calculated in accordance with the provisions of the Alberta Judgement Interest Act, SA 1984, c.J-O.5, and amendments and regulations thereto.

20.1.3 Judgment or Settlement means an order of a court of competent jurisdiction or an agreement whereby the Employee agrees to accept any sum of money representing past or future loss of remuneration, either by lump sum, periodic payment(s), or through the purchase of an annuity, or any of them.

- 20.1.4 Remuneration means the salary, allowances, benefit premiums, and other monies paid to or in respect of the Employee by the Employer.
- 20.1.5 Employee means an Employee in respect of whom the Employer has incurred a Cost of Absence, and includes the Employee's Personal Representative, Trustee, Guardian or the Estate of the deceased Employee.
- 20.2 In the event that the Employer incurs a Cost of Absence as a result of an act or omission of a third party, the Employer is subrogated to any right or recovery of the Employee from the third party in the amount of the Cost of Absence and without restricting the generality of the foregoing, the following provisions apply:
- 20.2.1 The Employee shall advise the Employer in advance of the Employee's intention to initiate any claim in which an act or omission of a third party has resulted in the Employer incurring a Cost of Absence;
- 20.2.2 The Employee shall upon request by the Employer include the Cost of Absence, as calculated by the Employer, in the Employee's claim;
- 20.2.3 The Employer shall have the right (but not the obligation) to maintain an action in the name of the Employee and engage a solicitor (including the Employee's solicitor) to recover the Cost of Absence;
- 20.2.4 The Employee agrees to cooperate with the Employer and to provide, at the Employer's expense, all loss of income records, transcripts, loss of income reports and information with respect to the calculation or allocation of damages, and attend examinations for discovery or assist as a witness where required;
- 20.2.5 The Employee will not settle their claim without the prior written consent of the Employer as to the amount of the Cost of Absence to be recovered by the Employer;
- 20.2.6 Upon resolution of the amount of the Cost of Absence payable to the Employer, the Employer may, upon default of payment by the Employee following demand by the Employer offset the agreed upon amount of the Cost of Absence payable to the Employee by the Employer.
- 20.2.7 The Employee shall not release any third party from the Cost of Absence without the consent of the Employer; and
- 20.2.8 The Employer's consent to settlement shall not be unreasonably withheld.
- 20.3 When as a result of Judgement or Settlement with the consent of the Employer, the Employee recovers a sum equal to all of the Cost of Absence, the Employee shall, as of the date of Settlement or Judgement, pay the full Cost of Absence recovered to the Employer plus interest, less a proportionate share of legal fees payable thereon by the Employee to their solicitor with respect to such recovery.
- 20.4 When as a result of Judgement or Settlement with the consent of the Employer, the
-

Employee recovers a sum equal to a portion of the Cost of Absence, the Employee shall as of the date of Settlement or Judgment, pay to the Employer, the amount of the Cost of Absence recovered plus interest, less a proportionate share of legal fees payable thereon by the Employee to their solicitor with respect to such recovery.

- 20.5 The Employee will upon request by the Employer execute such documents and agreements as may be required or deemed desirable by the Employer to give effect to the provision of this article.
- 20.6 In exercising any of its rights under this clause, the Employer shall have due regard for the interests of the Employee.
- 20.7 When as a result of Judgment or Settlement with the consent of the Employer, the Employee recovers a sum equal to all of, or a portion of the Cost of Absence, and where the Employee has paid to the Employer the Cost of Absence (whether all or a portion), the Employer shall reinstate to the Employee the number of sick days used during the absence in an amount equivalent to the proportion of the Cost of Absence recovered (whether all or a portion).

ARTICLE 21 - SALARY SCHEDULE REFERENCE

- 21.1 Salary shall be according to the Schedules attached to and forming part of this Collective Agreement.
- 21.2 If the Employee commences on or before the fifteenth (15th) of the month, benefits become effective the first (1st) day of the third (3rd) month following the date of employment.
- 21.3 If the Employee commences after the sixteenth (16th) day of the month, benefits will be effective the first (1st) day of the fourth (4th) month following the date of employment.
- 21.4 Employees are entitled to only one experience increment per classification in each employment year.
- 21.5 For School Based Employees the adjustment date for incremental advancement shall be either at the beginning of the school year or February 1st depending on commencement date.
- 21.6 Employees must actually work 75% of the stated full time hours for their classification since they last received an increment to qualify for an increment.
- 21.7 Employees returning to the employ of this Employer, within twelve (12) months of their most recent end date, shall gain an experience increment upon actually having worked 75% of the stated full time hours for their classification within a period of three (3) consecutive employment years.
- 21.8 An experience increment gained will be applied on the next employment year following
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the employment year in which the Employee actually worked 75% of the stated full time hours for their classification. The unused portion of the accumulated hours over and above these requisite hours will be credited to the next increment.

Schedule 1 – Educational Assistants, Office Managers, Secretaries, Information Specialist, School Based Technicians

Hourly Effective September 1, 2016 - Increase of \$0.35/hour

	1	2	3	4	5
1 Educational Assistants	19.11	20.39	21.66	23.01	24.24
2 Information Specialists	19.30	20.57	21.91	23.16	24.51
3 Secretaries	21.55	22.81	24.06	24.67	25.39
4 Office Managers	22.21	23.50	24.80	25.43	26.17
5 School Based Technicians	25.70	27.18	28.65	30.12	31.59

Annual

	1	2	3	4	5
1 Educational Assistants	26754	28546	30324	32214	33936
2 Information Specialists	27696	29518	31441	33235	35172
3 Secretaries	30924	32732	34526	35401	36435
4 Office Managers	31871	33723	35588	36492	37554
5 School Based Technicians	36880	39003	41113	43222	45332

The above salary grids include general holiday pay.

Hourly Effective September 1, 2017 - Increase of \$0.35/hour

	1	2	3	4	5
1 Educational Assistants	19.46	20.74	22.01	23.36	24.59
2 Information Specialists	19.65	20.92	22.26	23.51	24.86
3 Secretaries	21.90	23.16	24.41	25.02	25.74
4 Office Managers	22.56	23.85	25.15	25.78	26.52
5 School Based Technicians	26.05	27.53	29.00	30.47	31.94

Annual

	1	2	3	4	5
1 Educational Assistants	27244	29036	30814	32704	34426
2 Information Specialists	28198	30020	31943	33737	35674
3 Secretaries	31427	33235	35028	35904	36937
4 Office Managers	32374	34225	36090	36994	38056
5 School Based Technicians	37382	39506	41615	43724	45834

The above salary grids include general holiday pay.

The parties recognize that the salary is earned over the duration of the school calendar year and that the Employer will equally distribute this earned salary to the Employee over twelve (12) months.

The Employer provides ten (10) paid Statutory Holidays. Statutory Holidays are prorated per FTE.

Education Recognition Increments:

The list of accredited training programs that may be considered for eligibility for the Education Increment are available on the following link on the PRSD website.

<https://docushare.prsd.ab.ca/docushare/dsweb/Get/Document-3032/Recognized%20Training%20Programs.pdf>

This list is not intended to be all inclusive, but rather to provide a standard for assessment of relevant training programs. To improve their understanding and maximize opportunities for the increment, employees are advised to seek prior approval for such training. This information would be reviewed and updated as required.

Additional increments may be earned for relevant education completed by the Employee as follows:

Educational Assistants:

\$1100.00 education increment for EA positions upon successful completion of a recognized program of studies that supports the EA role, such program to have a minimum of 234 hours of course work (i.e. University of Calgary Teacher Assistant Certificate Program). \$550 Education increment upon successful completion of one half of the program of studies being completed by the staff member.

Information Specialist

\$1100.00 education increment for Library staff positions upon successful completion of a recognized program of studies that supports the Librarian role, such program to have a minimum of 192 hours of course work (i.e. SAIT Library Operations Assistant program). \$550.00 Education increment will be granted following successful completion of one half of the program of studies being completed by the staff member.

Office Managers & Secretaries

\$1100.00 Education increment for office staff positions upon successful completion of a recognized program of studies that supports the business administration role of office personnel, such program to have a minimum of 600 hours of course work (i.e. SAIT Business Administration Certificate Program).

\$550.00 Education increment will be granted following successful completion of one half of the program of studies being completed by the staff member.

Staff members are reminded that it is their responsibility to provide information that substantiates they have completed the program prior to receiving the education increment.

The examination of equivalencies shall be conducted by the office of the Secretary-Treasurer with such examination reviewing the program of studies of the program that is claimed to be equivalent. The staff member requesting recognition of the equivalency is responsible for providing the detailed information required to make this determination, such detail to include but not be limited to detailed course descriptions and the number of hours required to complete the program.

Schedule 2 - Maintenance Operations

- 1) Maintenance Repairman I
- 2) Maintenance Repairman II
- 3) Maintenance Repairman III
- 4) Maintenance Repairman IV with Painter certification or Carpenter uncertified
- 5) Maintenance Repairman V with Carpenter or Plumbing certification
- 6) Maintenance Repairman VI with Plumbing and Gas certification
- 7) Maintenance Repairman VII with Electrical certification

Hourly Effective July 1, 2016 – Increase of \$0.35/Hour

	1	2	3	4	5
1 Maint Repairman I	23.52	24.15	24.77	25.48	26.03
2 Maint Repairman II	26.03	26.45	26.87	27.29	27.71
3 Maint Repairman III	29.38	30.24	31.06	31.90	32.74
4 Maint Repairman IV	32.74	33.36	33.99	34.62	35.25
5 Maint Repairman V	35.25	35.88	36.51	37.14	37.77
6 Maint Repairman VI	35.80	36.35	36.89	37.44	37.99
7 Maint Repairman VII	36.35	36.89	37.44	37.99	38.54

Annual

	1	2	3	4	5
1 Maint Repairman I	48922	50232	51522	52998	54142
2 Maint Repairman II	54142	55016	55890	56763	57637
3 Maint Repairman III	61110	62899	64605	66352	68099
4 Maint Repairman IV	68099	69389	70699	72010	73320
5 Maint Repairman V	73320	74630	75941	77251	78562
6 Maint Repairman VI	74464	75608	76731	77875	79019
7 Maint Repairman VII	75608	76731	77875	79019	80163

The above salary grids include general holiday pay.

Hourly Effective July 1, 2017—Increase of \$0.35/hour

	1	2	3	4	5
1 Maint Repairman I	23.87	24.50	25.12	25.83	26.38
2 Maint Repairman II	26.38	26.80	27.22	27.64	28.06
3 Maint Repairman III	29.73	30.59	31.41	32.25	33.09
4 Maint Repairman IV	33.09	33.71	34.34	34.97	35.60
5 Maint Repairman V	35.60	36.23	36.86	37.49	38.12
6 Maint Repairman VI	36.15	36.70	37.24	37.79	38.34
7 Maint Repairman VII	36.70	37.24	37.79	38.34	38.89

Annual

	1	2	3	4	5
1 Maint Repairman I	49650	50960	52250	53726	54870
2 Maint Repairman II	54870	55744	56618	57491	58365
3 Maint Repairman III	61838	63627	65333	67080	68827
4 Maint Repairman IV	68827	70117	71427	72738	74048
5 Maint Repairman V	74048	75358	76669	77979	79290
6 Maint Repairman VI	75192	76336	77459	78603	79747
7 Maint Repairman VII	76336	77459	78603	79747	80891

The above salary grids include general holiday pay.

Shop Lead Hand:

The Employer may designate one or more individuals as a “shop lead hand”. When such a position is designated, the individual that is appointed to that role shall receive an allowance in addition to their regular salary in the amount of \$2,560.00 per year.

Apprenticeship:

Apprenticeship wages shall be paid at the rates agreed to in the government apprenticeship contract, plus 5% from the first year experience line of the journeyman rate.

Education Recognition Increments:

Additional increments will be paid to journeymen tradesmen that receive and successfully complete additional training in a complementary trade as follows (approval for enrolling in complementary trade program must be received by their supervisor).

Successful completion of 1st year apprenticeship	\$400 over grid
Successful completion of 2nd year apprenticeship	\$800 over grid
Successful completion of 3rd year apprenticeship	\$1,200 over grid
Successful completion of 4th year apprenticeship	\$1,600 over grid

Training in a complementary trade must be received through a registered apprenticeship program. This does not apply to journeyman tradesman that may have one or two years of apprenticeship training waived as a result of the training they received in their primary trade.

Schedule 3 - Transportation Operations
Hourly Effective July 1, 2016— Increase of \$0.35/hour

	1	2	3	4	5
1 Bus Fleet Maintenance Tech	35.48	36.12	36.75	37.38	38.01
2 Lead Bus Fleet Maintenance Tech	37.17	37.80	38.43	39.07	39.70

Annual

	1	2	3	4	5
1 Bus Fleet Maintenance Tech	73,798	75,130	76,440	77,750	79,061
2 Lead Bus Fleet Maintenance Tech	77,314	78,624	79,934	81,266	82,576

The above salary grids include general holiday pay.

Hourly Effective July 1, 2017 - Increase of \$0.35/hour

	1	2	3	4	5
1 Bus Fleet Maintenance Tech	35.83	36.47	37.10	37.73	38.36
2 Lead Bus Fleet Maintenance Tech	37.52	38.15	38.78	39.42	40.05

Annual

	1	2	3	4	5
1 Bus Fleet Maintenance Tech	74,526	75,858	77,168	78,478	79,789
2 Lead Bus Fleet Maintenance Tech	78,042	79,352	80,662	81,994	83,304

The above salary grids include general holiday pay.

Apprenticeship:

Apprenticeship wages shall be paid at the rates agreed to in the government apprenticeship contract, plus 5% from the first year experience line of the journeyman rate.

Education Recognition Increments

Training in a complementary trade must be received through a registered apprenticeship program. This does not apply to journeyman tradesman that may have one or two years of apprenticeship training waived as a result of the training they received in their primary trade.

Additional Education recognition increments will be paid to journeymen tradesmen that receive and successfully complete additional training in a complementary trade as follows (approval for enrolling in complementary trade program must be received by their supervisor).

Successful completion of 1st year apprenticeship	\$400 over grid
Successful completion of 2nd year apprenticeship	\$800 over grid
Successful completion of 3rd year apprenticeship	\$1,200 over grid
Successful completion of 4th year apprenticeship	\$1,600 over grid

Schedule 4 - Support Services Clerical

Applies to all clerical support positions for Transportation and Maintenance Operations

Hourly Effective July 1, 2016—Increase of \$0.35/hour

	1	2	3	4	5
1 Admin Support I	21.19	22.07	22.95	23.82	24.70
2 Admin Support II	22.95	23.82	24.70	25.57	26.44
3 Admin Support III	25.12	26.01	26.90	27.77	28.63

Annual

	1	2	3	4	5
1 Admin Support I	38,566	40,167	41,769	43,352	44,954
2 Admin Support II	41,769	43,352	44,954	46,537	48,121
3 Admin Support III	45,718	47,338	48,958	50,541	52,107

The above salary grids include general holiday pay.

Hourly Effective July 1, 2017 - Increase of \$0.35/hour

	1	2	3	4	5
1 Admin Support I	21.54	22.42	23.30	24.17	25.05
2 Admin Support II	23.30	24.17	25.05	25.92	26.79
3 Admin Support III	25.47	26.36	27.25	28.12	28.98

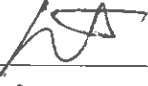
Annual


	1	2	3	4	5
1 Admin Support I	39,203	40,804	42,406	43,989	45,591
2 Admin Support II	42,406	43,989	45,591	47,174	48,758
3 Admin Support III	46,355	47,975	49,595	51,178	52,744

The above salary grids include general holiday pay.

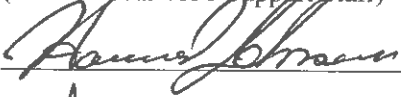
IN WITNESS WHEREOF the parties have executed this Agreement this 22 day of August, 2016.

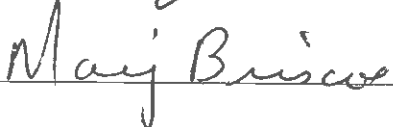
ON BEHALF OF THE EMPLOYER
(Peace River School Division No. 10)





ON BEHALF OF THE UNION
(CUPE Local 4838 Support Staff)





LETTER OF UNDERSTANDING #1

Between

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4839

and

PEACE RIVER SCHOOL DIVISION NO.10

RE: Flex Time and Modified Work Week Agreement


The parties agree to renew this letter of understanding with the changes identified below:

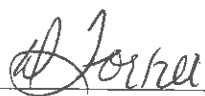
1. Notwithstanding Article 10 – Overtime and Time Off in Lieu, of the Local 4839 Support Staff Agreement additional hours worked over eight (8) hours per day or forty (40) hours per week may be used for flex time or a modified work schedule.
2. This must be mutually agreed upon by both the Employee and Supervisor. Where an agreement cannot be reached the Employee's work schedule defaults to the regular work week.
3. Additional hours worked to qualify for flex time or a modified work week agreement are not subject to the one point five (1.5) times calculation, and will be used up as straight lieu time or may be paid out. Arrangements for use of the accrued additional hours either on a determined date or on a regularly scheduled time-off during the work week must be agreed upon by both the Employee and Supervisor.
4. If the additional hours worked to qualify for flex time or a modified work schedule are paid out, the additional hours will be paid out at the rate accrued. All accrued additional hours unused as of September 1 of every school year shall be paid out

5. At the time additional hours are approved, the Employee and Employer must agree if the additional hours are to accrue at the overtime rate of one point five (1.5) or as straight lieu time (to be used as flex time or a modified work week). Employee's timesheets (signed by both Supervisor and Employee) will specify which hours worked are accruing at the overtime rate and which are straight-time. Where it is indicated on the timesheets that additional hours worked are accrued at one point five (1.5) times as outlined under Article 10 – Overtime and Time Off in Lieu, the indicated additional hours are subject to the qualifications and provisions under Article 10 – Overtime and Time Off in Lieu.


- 6 Letter of Understanding terminates on last day of the Collective Agreement to which this Letter of Understanding is attached.

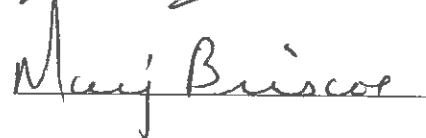
ON BEHALF OF THE EMPLOYER





ON BEHALF OF THE UNION





LETTER OF UNDERSTANDING #2

between

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4839

and

PEACE RIVER SCHOOL DIVISION NO. 10

RE: Job Evaluation

The Board is prepared to work collaboratively with CUPE regarding inequities of job classification and wages upon completion and implementation of any changes as defined by the Site Based Decision Making review. A Joint Committee called Labour Management Advisory Committee shall be created.

The Joint Committee will have equal representation from the Employer and the Union. The Union shall reimburse the Employer for all pay and benefits for Employee's participation in this committee.

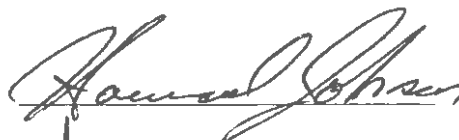
The Employer will compile job descriptions based on the model defined by the Site Based Decision Making review by September 1, 2016. Following this time frame, these job descriptions will be shared with the committee for review. CUPE can bring forward any issues they see as inequities in these job descriptions to the committee for discussion.

The committee will have until June 30, 2017 to complete an assessment of all job descriptions presented to the committee.

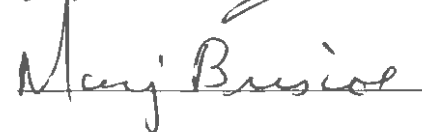
ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION









LETTER OF UNDERSTANDING #3

Between

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4839
SUPPORT STAFF**

and

PEACE RIVER SCHOOL DIVISION NO. 10

The Employer is prepared to discuss the intent of Article 17 Layoff and Recall with all Principals in the Division to ensure that they understand that as outlined in 17.1 "In the event of a lay-off, where ability, qualifications and training are, as determined by the Employer relatively equal within a classification, the Employee with the least seniority in the school or within the appropriate department shall be the first laid off.

The Employer will provide the Principals with the understanding that layoff is not to be spread over a number of Employees but rather dealt with as outlined in Article 17.1.

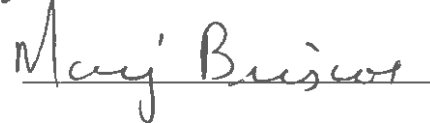
ON BEHALF OF THE EMPLOYER





ON BEHALF OF THE UNION





LETTER OF UNDERSTANDING #4

OCCUPATIONAL HEALTH AND SAFETY COMMITTEES

The parties agree that

- the Employer, Employees and the Union have a moral and legal responsibility to maintain a safe and healthy work site.

During the first year of this agreement

- the Board will establish Site Based and Organization wide Occupational Health and Safety Committees
- Committees will be structured to promote awareness and interest within the Division in health and safety
- Committees shall be comprised of both Management and Employee representation from this Union and may include Employee representation from other unions
- Terms of Reference will be established by the committees

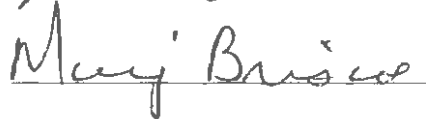
ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION









LETTER OF UNDERSTANDING #5
Between
THE CANADIAN UNION OF PUBLIC EMPLOYEES
and
PEACE RIVER SCHOOL DIVISION NO. 10

**TRANSFER OF SENIORITY FROM ACCUMULATED HOURS TO
DATE OF HIRE**

The parties agree to move from accumulation of hours worked as the method of calculating Seniority to Date of Hire as defined below. The parties agree that both parties need time to ensure implementation of the new method is accurate and the following process will be followed.

The Employer will compile a Seniority List based on the following:
Seniority is defined as the length of continuous service in the permanent employ of the Employer from the last date of hire, as a permanent employee.
This compilation will be completed by September 15, 2016 and be presented to the Union for review.

Any amendment requests for Seniority must be received within thirty (30) calendar days of the Union receiving the list. CUPE can bring forward these requests to the Employer and Employer shall have thirty (30) calendar days to make any amendments, which may be extended, by mutual agreement. Thereafter the date shall be considered as being established.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

