

COLLECTIVE AGREEMENT

between



PRAIRIE LAND REGIONAL DIVISION #25

And

CUPE / *Canadian Union
of Public Employees*
LOCAL 5829

September 1, 2018 to August 31, 2021

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PREAMBLE

Whereas it is the desire of both Parties to this Agreement

- a) To maintain and improve the harmonious relations and settle conditions of employment between the Employer and the employees;
- b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;
- c) To promote the well being and security of the Employer including encouraging the efficiency in operation of the Employer; and
- d) To promote the well being and security of all employees in the bargaining unit of the Union.

The Employer and the Union agree as follows:

ARTICLE 1 - TERM OF AGREEMENT

- 1.1 This agreement shall have effect from September 1, 2018 until August 31, 2021 and shall continue in full force and effect from year to year thereafter unless either party to this Agreement is given notice in writing by the other party of its desire to commence negotiations no less than sixty (60) days nor more than one hundred and twenty (120) days prior to the expiry date in any subsequent year.
- 1.2 At the first meeting between the parties, following receipt of a notice to commence collective bargaining, the parties shall exchange bargaining proposals.
- 1.3 During the life of this collective agreement there shall be no strikes, slowdowns or stoppages of work on the part of the employees, nor any lockout on the part of the Employer.
- 1.4 Any amendment to this collective agreement which has retroactive application shall apply to all employees who worked for the Employer during the term of the retroactivity.
- 1.5 The Employer shall make available in each school, sufficient copies of the collective agreement for each member of the bargaining unit. Upon commencement of employment, each new employee shall be given a copy of the collective agreement with their offer of employment.

ARTICLE 2 - DEFINITIONS

- 2.1 A "permanent position" is a position established by the Employer which is either full-time or part-time and where the work is expected to be of an ongoing continuous nature from year to year.

- 2.2 A "temporary position" is a position established by the Employer which is either full-time or part-time and where the work is of limited or fixed duration exceeding five consecutive months. The position will normally be used to replace an employee in a permanent position or to work on a project or assignment identified by the Employer.
- 2.3 A "temporary employee" is an employee who is employed to fill a temporary position.
- 2.4 A "permanent full-time employee" is an employee who is appointed to a permanent full-time position, who works the standard full-time hours of work for that position and who has completed the probationary period.
- 2.5 A "permanent part-time employee" is an employee who is appointed to a permanent part-time position, who works less than the standard full-time hours of work for that position and who has completed the probationary period.
- 2.6 A "probationary employee" is a permanent or temporary full-time or part-time employee who is serving the required probationary period. During the probationary period, a probationary employee may be terminated at any time by the Employer without recourse to the grievance procedure.
- 2.7 "Immediate supervisor" shall be the person the employee reports to on a daily basis.
- 2.8 Full-time Equivalency (FTE) for 10 month employees and 12 month Youth Wellness Workers for the purpose of this collective agreement shall be calculated as follows:
- Instructional Days as per the local school calendar, plus (+) all jurisdictional Professional Development Days, plus (+) additional days as defined for the position in Article 13 multiplied (x) by the number of hours per day for the position as defined in Article 13.
- 2.9 "Full-time Equivalency (FTE) for 12 month employees (excluding Youth Wellness Workers) for the purpose of this collective agreement shall be calculated as follows:
- 260 days multiplied(x) by the number of hours per day for the position as defined in Article 13.

ARTICLE 3 - UNION RECOGNITION

- 3.1 The Employer recognizes the Canadian Union of Public Employees, Local 5829 as the sole and exclusive collective bargaining agent for all employees of the Employer according to Certificate 227-2018 or amendments thereto issued by the Labour Relations Board of Alberta.
- 3.2 a) Volunteers will not be used to replace or reduce the hours of a permanent employee.

- b) Employees who are not covered by this Collective Agreement shall not perform the job of an employee in a permanent position covered by this Collective Agreement except for the purposes of instruction or in urgent situations, and provided that the performing of this work does not reduce the full-time/part-time hours of work or pay of the employees.
- 3.3 This agreement shall not apply to persons employed under wage subsidy programs that are designed as employment training programs and such employees will not replace permanent positions covered under this agreement.
- 3.4 No employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Collective Agreement.
- 3.5 By October 31st of each year the Union shall provide the secretary-treasurer with a written list of Union Officers and Representatives elected or appointed to represent the Union. No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union.
- 3.6 The Union may have the assistance of a CUPE National Representative when dealing or negotiating with the Employer. With permission of the Employer such National Representative may have access to the Employer's premises in order to investigate and assist in the settlement of a grievance.
- 3.7 The Employer shall make available to the Union, on request, information required by the Union (i.e. job descriptions, job classifications, employee FTE status, etc.) and any relevant document pursuant to grievance proceedings.
- 3.8 The Union shall be provided adequate space in each facility for posting notices and information pertaining to the Union.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.1 The Union recognizes that it is the right and function of the Employer to manage the affairs of the School Division, including its operation and the direction of the working forces and that the Employer retains all those residual rights of management not specifically limited by the terms of this agreement.

ARTICLE 5 - UNION DUES

- 5.1 The Employer shall deduct from the monthly regular wages of employees covered by this Collective Agreement an amount equal to the monthly Union dues, as established by the Union. Such deductions shall be forwarded to the National Secretary-treasurer of the Canadian Union of Public Employees not later than the 15th day of the following month in which the dues were deducted.

- 5.2 Such deductions will be accompanied by a list of names and addresses of the employees from whose wages the deductions have been made, the amount deducted from each employee and the pay period covered by the deduction. The Employer shall deduct from payroll, a union initiation fee for all newly hired members. The initiation fee of \$2.00 shall be a one-time amount per member. This fee shall be remitted to the Local on a monthly basis with the dues deduction and shall be noted on the dues deduction list.
- 5.3 Any change in the monthly Union dues will be communicated to the secretary-treasurer in writing and take effect the month following the notification.
- 5.4 The Employer shall record the yearly amount of Union dues paid by each employee on the employee's T-4 slip.

ARTICLE 6 - SALARIES

- 6.1 Employees will be paid in accordance with the pay scale and grid at Appendix A.
- 6.2 Ten (10) month Employees will be paid at the appropriate pay level for their position over a twelfth (12) month period.
- 6.3 Where a ten (10) month employee terminates employment during a school year, the employee will receive the holdback pay to which he/she is entitled.
- 6.4 The monthly salary will be payable on or before the 25th day of each month. Payment will be made by direct deposit to the financial institution of the employee's choice.
- 6.5 The grid placement of each employee shall be established by the Employer as per the Appendix A and Article 6.6. The Union shall be notified of grid placement.
- 6.6 In accordance with the Job Descriptions, the amount of education of an employee and the years of related experience provided by the employee, shall together, determine the employee's basic salary. The onus of providing verification of education and experience rests with the employee.

ARTICLE 7 - HOURS TO INCREMENT

- 7.1 Grid progression from one increment step to the next for Full-time employees shall occur on the employee's anniversary date.

- 7.2 Grid progression from one increment step to the next for Part-time employees will occur when an employee reaches the following hours for that classification, provided the employee has not had a break in service of more than eighteen (18) months. Increment hours will be as follows:

CLASSIFICATION	HOURS TO INCREMENT
School Secretary	1274
Education Assistant	1092
Librarian	1274
Family Resource Workers (10 month)	1365
Food Services Worker (10 month)	1456
Career Practitioner	1274
Central Office	1950
Custodians	2080
Trades, Technicians	2080
Family Resource Workers (12 month)	1950
Youth Wellness Workers	1702.5

ARTICLE 8 - SENIORITY

- 8.1 Seniority shall be determined by an employee's length of continuous service in a permanent position from date of hire with the Employer and shall be one of the considerations for the filling of vacant or newly created positions, layoff and recall under this Collective Agreement. The Christmas, Spring and Summer breaks shall not affect the seniority or continuity of an employee's employment.
- 8.2 Upon successful completion of the probation period, a permanent employee shall be credited with seniority back to the employee's date of hire. When a temporary employee achieves a permanent position, seniority shall be determined by the employee's length of continuous service from date of hire with the Employer.
- 8.3 Seniority shall continue to accrue for a period of twelve (12) months when a permanent employee is absent from work due to sickness, accident, lay-off or leave of absence approved by the Employer, as specified in this Collective Agreement.
- 8.4 Seniority shall be lost in the event an employee in a permanent position:
- a) is dismissed for just cause and is not reinstated;
 - b) resigns in writing and the resignation is not withdrawn within two (2) working days;
 - c) is absent from work in excess of three (3) consecutive scheduled working days without providing prior notice or sufficient cause to the Employer;
 - d) fails to return to work from layoff within seven (7) calendar days of being notified by the Employer by registered mail to do so. It shall be the responsibility of the employee to keep the Employer informed of their current address and telephone number;

e) is laid off for a period of longer than eighteen (18) months

- 8.5 In the event that seniority is a determining factor and two or more employees' have the same seniority date, the issue shall be resolved by deeming senior the employee whose FTE is currently greater. If seniority is still equal then the employee whose FTE was greater at the time of initial hiring shall be considered senior.
- 8.6 The Employer shall maintain an up-to-date seniority list reflecting the employee's name, classification and seniority date. A copy of the seniority list shall be provided electronically to all bargaining unit employees and to the Union in October of each year.

ARTICLE 9 - VACANT OR NEWLY CREATED POSITIONS

- 9.1 In filling a vacant or newly-created position coming within the scope of this Collective Agreement, internal applicants will be considered first and knowledge, qualifications/experience, and skills shall be the primary considerations. Where two or more applicants are determined relatively equal under this criteria, seniority shall be the determining factor.
- 9.2 In filling a vacant or newly-created position, the Employer shall advise employees of the competition by posting a notice containing the required qualifications, on the Employer's website for five (5) working days. A copy of the posted notice will be forwarded to the Union.
- 9.3 The Employer shall notify the Union of the name of the successful applicant appointed to a vacant or newly-created position.
- 9.4
- a) When an employee accepts a position in a job classification with a higher end basic hourly rate of pay than their present job classification, they shall be advanced to the step in the higher pay range that provides them with an increase in their present basic hourly rate of pay.
 - b) When an employee accepts a position in a job classification with a lower end basic hourly rate of pay than their present job classification, they shall be assigned to the step in the lower pay range that results in the least reduction in their present basic hourly rate of pay.
 - c) If an employee does not have the required experience for a position offered and accepted as in 9.4 a) or b) they shall be placed on the wage grid at one (1) step lower than they would be placed in 9.4 a) or b).
- 9.5 When a new classification or position is created within the bargaining unit, the Employer will determine the wage rate and make available to the Union the applicable comparative information.

ARTICLE 10 - PROBATIONARY PERIOD

- 10.1 Upon initial employment in a permanent or temporary position, an employee shall serve a probationary period of six (6) months from date of hire.
- 10.2 The probationary period may be extended for a further three (3) months upon recommendation from the immediate supervisor, in consultation with the Secretary-treasurer and the Superintendent. Written notice must be provided to the employee.
- 10.3 In the event that the probationary period expires without notification of termination or an extension of the probationary period, the employee will be assumed to have a permanent position.
- 10.4 During the probationary period, a probationary employee may be terminated at any time by the Employer without recourse to the grievance procedure.
- 10.5 Employees who move to a new position within the same classification prior to the end of their probationary period must complete the probationary period in the new position.
- 10.6 Employees who move to a new position in a different classification prior to the end of their probationary period shall complete the remainder of their probationary period followed by a trial period in accordance with Article 11.
- 10.7 For ten (10) month employees, the probationary periods reflected in this Article are exclusive of the summer school closure.

ARTICLE 11 - TRIAL PERIOD

- 11.1 A permanent or temporary employee who has successfully completed the probationary period and subsequently transfers by means of a posted vacancy to a different classification shall serve a trial period of three (3) months, exclusive of the summer school closure. If the permanent or temporary employee proves unsatisfactory during the trial period, or if the employee chooses not to remain in the new classification, the Employer shall place the employee back into their former position, if available, or to an alternate position of equivalent hours and pay.

ARTICLE 12 - PERFORMANCE APPRAISALS

- 12.1 Employees shall receive a performance appraisal, by their immediate supervisor, at the end of the probationary period. Thereafter, employees shall receive an appraisal on an annual basis.
- 12.2 Employees who have been placed on an improvement program as a result of a previous appraisal may receive an appraisal more frequently as determined by their immediate supervisor.

- 12.3 A performance appraisal shall be considered non-disciplinary. Employees shall be allowed to make written response to a performance appraisal which shall form part of the employees personnel file.

ARTICLE 13 - HOURS OF WORK

- 13.1 The standard hours of work will be between the hours of 08:00 and 17:00 Monday to Friday.

CLASSIFICATION	HOURS PER DAY
School Secretary	7
Educational Assistant	6
Librarian	7
Central Office	7.5
Custodians	8
Trades, Technicians	8
Family Resource Workers	7.5
Youth Wellness Workers	7.5
Food Service Worker	8
Career Practitioner	7

- 13.2 School Secretaries will work an additional 10 days per year, prior to commencement of the school year and/or immediately following the last day of school at the discretion of the Principal. These additional days, authorized by the Principal shall be paid at the employee’s basic rate of pay.
- 13.3 Family Resource workers (10 month) will work additional non-instructional teacher days identified in the local school calendar.
- 13.4 Youth Wellness Workers are twelve (12) month employees that work two hundred and twenty-seven (227) days per year.
- 13.5 Flexibility, at the discretion of the employer, shall be given for an extended work day throughout the school year to allow for Friday’s off during the summer months or altered local school calendars. A written mutual agreement shall remain on each affected employees’ file for the duration of the arrangement.
- 13.6 The standard hours of work of an employee may be varied by mutual written agreement between the employee and the immediate supervisor. A copy of all written agreements will be sent to the Union.
- 13.7 a) Employees scheduled to work a more than five (5) consecutive hours will be provided with a one-half (½) hour unpaid rest period, unless there are exceptional circumstances.
- b) When an employee is required to work twelve (12) hours or more they shall be entitled to an additional one-half (½) hour paid rest period.

- c) If such rest breaks can not be taken, one-half (½) hour will be compensated in accordance with clause 13.1 and Article 14.

13.8 Acting Pay

When an employee is temporarily assigned, in accordance with the terms of this Collective Agreement, to a position paying a lower rate their rate shall not be reduced.

When a permanent employee is temporarily assigned to a position paying a higher rate for more than five (5) consecutive days, the sixth (6th) and every consecutive day after shall be the rate applicable to the higher paying classification.

ARTICLE 14 - OVERTIME

- 14.1 Overtime requires prior approval by the immediate supervisor.
- 14.2 Approval by the Employer for overtime after the fact shall not be unreasonably denied where overtime arises as a result of unforeseen circumstances under which it would be impossible to obtain prior approval.
- 14.3 Time worked by an employee beyond the standard daily hours of work or weekly hours of work will be paid at time and one-half (1½).
- 14.4 In lieu of overtime pay, an employee may elect to bank hours at the applicable overtime rate to be taken off at a time mutually agreed between the employee and the immediate supervisor.
- 14.5 An employee's banked hours remaining at June 30 for 10 month employees and August 31 for 12 month employees shall be paid out.
- 14.6 Callback
 - a) An employee who is called back to work after completing their standard hours of work, or who is called back to work on a scheduled day off or general holiday, shall be paid at the overtime rate for all hours worked or for a minimum of two (2) hours, whichever is greater.
 - b) This clause shall apply to an employee who is contacted by, and responds to a work-related request from their immediate supervisor.

ARTICLE 15 - LAYOFF AND RECALL

- 15.1 A layoff shall be defined as the elimination of a regular position occupied by a regular employee, or a reduction of hours in excess of 0.2 FTE.

15.2 Employees shall be laid off in reverse order of seniority within the same classification and within seventy-five (75) kilometers of the employee's workplace, provided the needs of the students are met in the following order:

- 1) Temporary Employees
- 2) Permanent Employees

Any employee laid off may request placement on a casual list.

15.3 Notice Provisions

- a) The Employer shall notify permanent employees to be laid off in accordance with clause 15.2 at least fourteen (14) calendar days before the layoff is to be effective. If the employee is not provided with an opportunity to work during the notice period, the employee shall be paid an amount equal to the wages the employee would have earned in the fourteen (14) calendar day period. An employee who is assigned to work during the fourteen (14) day notice period shall receive no less than the basic rate of pay for the permanent position they occupied prior to layoff notice.
- b) The Union shall be notified of layoff(s) as they occur.
- c) Notice of layoff shall be in writing and shall be served either in person or by registered letter directed to the employee's last known address. Layoff notices served by registered letter shall be considered served effective the date of registration with the postal service, or if served in person shall be considered served effective the date of receipt by the employee.

15.4 Temporary Summer Layoff

- a) An employee may be subject to a temporary summer layoff. The Employer shall notify these employees at least fourteen (14) days in advance of the effective date of such temporary summer layoff.
- b) Employees on temporary summer layoff shall continue to receive health plan benefits during the summer layoff period.
- c) In the event a permanent employee is not recalled to work by the designated commencement date of the new school year, the permanent employee shall remain on layoff and be subject to the recall provisions under clause 15.5.
- d) In the event a permanent employee on temporary summer layoff does not return on the designated recall date, the permanent employee shall be deemed to have resigned their employment.

15.5 Recall Provisions

- a) A permanent employee, laid off, will be placed on the recall list in order of seniority for a period of eighteen (18) months or until the employee is recalled to their former classification, whichever comes first.
- b) No new employees shall be hired until those laid off who are qualified to perform the work have been given an opportunity of recall.
- c) An employee who refuses recall to an alternate classification or who refuses recall into a position more than 75 km from their home shall remain on the recall list as per clause 15.5 a).

15.6 Temporary Assignment During Layoff

In the event a permanent employee on layoff accepts an offer of work in a temporary position, the permanent employee shall be governed by the Collective Agreement and continue to accrue seniority.

ARTICLE 16 - GENERAL HOLIDAYS

16.1 Ten-Month Employees

All employees, who have been employed for thirty (30) consecutive days shall be entitled to payment for the following general holidays and will be paid monthly based on the employee's full-time equivalency.

- | | |
|-------------------|---------------------|
| a) New Year's Day | g) Labour Day |
| b) Family Day | h) Thanksgiving Day |
| c) Good Friday | i) Remembrance Day |
| d) Easter Monday | j) Christmas Day |
| e) Victoria Day | k) Boxing Day |
| f) Canada Day | |

16.2 Twelve-Month Employees

All employees who have been employed for thirty (30) consecutive days shall not normally be required to work on a general holiday and they shall be paid for the following general holidays based on their full-time equivalency:

- | | |
|-------------------|---------------------|
| a) New Year's Day | g) August Civic |
| b) Family Day | h) Labour Day |
| c) Good Friday | i) Thanksgiving Day |
| d) Easter Monday | j) Remembrance Day |
| e) Victoria Day | k) Christmas Day |
| f) Canada Day | l) Boxing Day |

- 16.3 When a general holiday falls on a Saturday or Sunday, the Employer shall designate an alternate day off in lieu of the general holiday.
- 16.4 An employee who is required to work on a general holiday shall be paid at the overtime rate of pay for all hours worked, or a minimum of two (2) hours, whichever is greater; or receive an alternate day off with pay, by mutual written agreement between the employee and immediate supervisor.

ARTICLE 17 - VACATION AND VACATION PAY

17.1 Ten-month Employees

In lieu of annual vacation leave, vacation pay shall be paid on all earnings at the employee's basic rate of pay:

- a) 6% annually to be paid monthly until the month in which the anniversary of the fifth year of continuous service is completed;
- b) 8% annually to be paid monthly commencing in the month after completion of five (5) years of continuous service; or
- c) 10% annually to be paid monthly commencing in the month after completion of twelve (12) years of continuous service.

17.2 Twelve-month Employees

For each month worked an employee shall accrue paid vacation leave as follows:

- a) Fifteen (15) days vacation accrued at one and one quarter (1.25) days per month until the month in which the anniversary of the fifth (5th) year of continuous service is completed.
- b) Twenty (20) days vacation accrued at one and two thirds (1.667) days per month commencing in the month after completion of six (6) years of continuous service.
- c) Twenty-five (25) days vacation accrued at two and one twelfth (2.083) days per month commencing in the month after completion of twelve (12) years of continuous service.

- 17.3 A twelve (12) month employee shall be entitled to take three (3) weeks of unbroken vacation at one time. An employee's request to take more than three (3) weeks of vacation at one time shall not be unreasonably denied, based on the continued efficient operation requirements of the Division.
- 17.4 Employees will not be permitted to carry over more vacation credits than can be earned in one year.

ARTICLE 18 - BENEFITS

18.1 The Employer will maintain the following benefit plans:

- a) Alberta School Employee Benefit Plan (ASEBP)
 - i) Extended Disability Benefits - Plan D
 - ii) Life, Accidental Death and Dismemberment - Schedule 2
 - iii) Extended Health Care - Plan 1
 - iv) Dental Care - Plan 3
 - v) Vision/Hearing Care - Plan 3
- b) Alberta Health Care Plan
- c) The Employer will establish and contribute annually to an individual Health Spending Account for each permanent employee in the amount of seven hundred twenty five dollars (\$725.00) per school year. Any unused portion of the above noted accounts may be carried over in accordance with ASEBP policy. (effective September 1, 2019)

Employees leaving the employment of the Employer for any reason will forfeit any remaining balance.

The account will be administered by ASEBP as allowed by CRA and the Income Tax regulations for the benefit of that employee and his/her spouse and dependant(s).

- 18.2 All full-time employees must participate in Extended Disability Benefits, and Life, Accidental Death and Dismemberment plans, but may elect to participate in any of the other plans as identified in clause 18.1.
- 18.3 For full-time employees who participate in any or all of the plans identified in clause 18.1 a) and b), the Employer will contribute one hundred percent (100%) towards the monthly premium of each plan, effective the first day of the month following the Payroll Office receiving an application for benefits.
- 18.4 Part-time eligible employees may participate in any of the plans identified in clause 18.1, however the Employer's support will be on a pro-rata basis.
- 18.5 It is agreed that the E. I. Premium Reduction is shared according to the Employment Insurance Act as amended, by the benefits contained herein.
- 18.6 Eligibility for benefit coverage for all permanent employees will commence upon employment.
- 18.7 A tool allowance of three hundred dollars (\$300.00) will be paid in January of each year to all employees employed as Mechanics to compensate the employees for use of their own tools pro-rated based on employee's full time equivalency.

- 18.8 a) The Employer will provide protective coveralls, safety glasses, gloves and any other protective equipment required by Health and Safety regulations required to be worn by an employee with the exception of steel-toed boots.
- b) Employees required to wear steel-toed work boots, will be reimbursed up to one hundred and fifty dollars (\$150.00) per year with proof of purchase.
- c) A shoe allowance for custodians required to clean and wax floor, will be reimbursed up to one hundred and fifty (\$150.00) per year with proof of purchase.
- 18.9 Upon receipt of payment submitted to the Employer, Employees shall be reimbursed for professional membership fees directly applicable to the Employee's position.

ARTICLE 19 - PENSION PLAN

- 19.1 Full-time employees must participate in the Employer sponsored Local Authorities Pension Plan.
- 19.2 Part-time employees who work more than fifteen (15) hours per week, but less than thirty (30) hours per week may participate in the Employer sponsored Local Authorities Pension Plan.
- 19.3 Employees who work the ten (10) month school year shall have continuous employment status and are entitled to a full year of pensionable service providing they work a minimum of thirty (30) hours per week.

ARTICLE 20 - SICK LEAVE

- 20.1 Full-time employees will accumulate sick leave at the rate of two (2) days per month to a maximum accumulation of seventy-five (75) working days. Part-time employees will accumulate sick leave on a pro-rata basis. Approved sick leave will be paid at the employees' regularly scheduled hours for that day.
- 20.2 After five (5) consecutive working days of illness, the Employer may request a certificate from a physician or dentist, designated by the Employer, attesting to the employee's illness or disability.

ARTICLE 21 - PERSONAL LEAVE

- 21.1 Permanent full-time employees are entitled to two (2) personal leave days per school year and may accumulate one (1) unused personal leave day per year, to a maximum of five (5) days. Employees will continue to receive their two personal days per year after the accumulation of five unused days but will not be able to add to the total of five accumulated days until the accumulated days are used in part or in whole. The immediate supervisor must approve such leave.

21.2 The immediate supervisor may grant leave of absences without pay in emergent situations.

21.3 Convocation Leave

Leave shall be granted for one (1) day to a member to attend convocation for themselves, their spouse or children.

21.4 Education Leave

Leave of absence may be granted for educational purposes. Requests for educational leave shall be submitted in writing to the Employer three (3) months in advance of the commencement of the leave. An educational leave of absence shall be without pay and benefits.

ARTICLE 22 - COMPASSIONATE CARE AND BEREAVEMENT LEAVE

- 22.1 a) Full-time employees are eligible for five (5) days with pay to attend to the critical illness of the employee's spouse, son, daughter, parent, brother, sister, parent of a spouse, grandparent, grandchild, grandparent of a spouse brother-in-law, sister-in-law, daughter-in-law, son-in-law, or other relative who is a member of the employee's household.
- b) An Employee shall be granted an unpaid leave for up to eight (8) weeks, in accordance with the provisions of the Employment Insurance Compassionate Benefit Plan, to care for a near relative who has a serious medical condition with a significant risk of death. Should the Federal Government extend the EI benefits past the eight (8) weeks, the employee will be granted the same extension from the Employer. The employee shall suffer no loss of benefits or seniority while on such leave. Employees on such leave are to be considered continuously employed for the purpose of calculating vacation and other entitlements. On return from leave, Employees will be placed in their former position.

22.2 Bereavement Leave

Full-time employees are eligible for five (5) days, with pay, in the event of the death of the employee's spouse, son, daughter, parent, brother, sister or parent of a spouse, grandparent, grandchild, grandparent of a spouse, brother-in-law, sister-in-law, daughter-in-law, son-in-law, or other relative who is a member of the employee's household.

22.3 Leave as identified in clauses 22.1 and 22.2 may be extended, without pay, at the discretion of the Employer and on recommendation of the immediate supervisor, should extra time be required for travel.

22.4 Two (2) working days of paternal leave with pay will be provided to an employee, occasioned by the birth of his child.

22.5 Part-time employees are eligible to leave identified in clauses 22.1 through 22.2 on a pro-rata basis.

ARTICLE 23 - SCHOOL CLOSURE DUE TO PLANT OPERATIONS

23.1 In the event that the Employer closes a facility as a result of a deficiency in plant operations, employees who are scheduled to work on that day and not required to remain at work, will be entitled to his/her salary for that time period.

ARTICLE 24 - INCLEMENT WEATHER

24.1 An employee who, despite reasonable effort is unable to travel to his/her school because of inclement weather or impassable road conditions will be entitled to his/her salary for the period(s) of absence provided the employee notifies the immediate supervisor of their inability to report to work and returns to work as soon as it is reasonable or safe to do so.

ARTICLE 25 - PROFESSIONAL DEVELOPMENT

25.1 Attendance at external professional development opportunities must be pre-approved by the immediate supervisor. When approved, compensation for such attendance will be provided to cover: registration fees, travel, meals, accommodation, and a maximum of standard daily hours as per Article 13 for each day in attendance.

25.2 When no transportation is provided by the Employer for the jurisdictional professional development days, employees will be entitled to be reimbursed for kilometrage. Use of divisional vehicles is encouraged.

ARTICLE 26 - MATERNITY/PARENTAL AND ADOPTION LEAVE

26.1 a) A pregnant employee who has been employed for more than one year ninety (90) calendar days of continuous service is entitled to job-protected maternity leave, without pay and benefits.

b) A pregnant employee whose pregnancy ends other than as a result of a live birth within sixteen (16) weeks of the estimated due date is entitled to maternity leave under this Article.

26.2 The maternity leave is for a period of not more than sixteen (16) weeks starting at any time during the twelve (12) weeks immediately before the estimated delivery date. Employees will be eligible to participate in AP 411 "The Supplemental Employment Benefit Plan".

- 26.3 Employees wishing to take maternity leave will notify the Employer, in writing, at least six (6) weeks in advance of their maternity leave. A medical certificate certifying pregnancy and expected delivery date will accompany such notification.
- 26.4 With six (6) weeks written notice, employees will be granted an additional sixty-two (62) weeks job-protected leave, without pay and benefits, immediately following the last day of maternity leave.
- 26.5 The non-birth parent or adoptive parents, with not less than ninety (90) days of continuous service, will be granted sixty-two (62) consecutive weeks job-protected parental leave, without pay and benefits. Parental leave may be taken by one parent, or shared between them, but the total cannot exceed sixty-two (62) weeks.
- 26.6 If an employee fails to give notice for medical reasons or a situation related to the birth or adoption, parents are still eligible for leave:
- Maternity leave: provide written notice and a medical certificate to the Employer within two (2) weeks of mother's last day at work, or as soon as possible.
 - Parental leave: provide written notice to the Employer as soon as possible.
- 26.7 An employee must provide four (4) weeks written notice of the date on which he/she intends to return to work. If the employee fails to return to work on that date, or fails to give notice, the employee may not resume work unless the failure has resulted from unforeseeable or unpreventable circumstances.
- 26.8 An employee returning to work under this Article will be:
- a) reinstated in the position they occupied when maternity or parental leave started, or
 - b) be provided alternate work of a comparable nature.
- 26.9 The provisions of this Article are subordinate to the *Alberta Employment Standards Code*.

ARTICLE 27 - UNION LEAVE

- 27.1 Representatives of the Union shall not suffer any loss of pay or discrimination when required to leave their employment temporarily in order to attend a meeting mutually established by the Union and the Employer, negotiations or grievances.
- 27.2 Upon written request to the Employer by the Union, leave of absence with pay, pension and benefits shall be granted, based on operational requirements, to allow employees to perform the duties of any office in his/her Union or the parent Union, or attend meetings of the Canadian Union of Public Employees, its affiliated or chartered bodies.

- 27.3 An employee granted Union leave shall retain their seniority rights in the bargaining unit with no decrease in status.
- 27.4 The Union will reimburse the Employer within thirty (30) calendar days after receipt of an invoice for the wages, pension and benefits of an employee granted Union leave of absence.

ARTICLE 28 - DISCIPLINE AND DISMISSAL

- 28.1 No disciplinary action will be taken by the Employer against any employee except with just cause.
- 28.2 An employee will be notified in advance of their right to have a Union representative present at any meeting or investigation with the Employer which may result in a written letter of discipline, suspension or dismissal.
- 28.3 Except in cases where an employee's conduct warrants immediate dismissal the Employer will follow a process of progressive discipline.
- 28.4 A letter of discipline, suspension or dismissal will be provided to the employee in writing at the time of the disciplinary meeting, with a copy sent to the Union.
- 28.5 An employee has the right to grieve any disciplinary action taken by the Employer. Suspension and dismissal grievances may commence at Step 2 of the grievance procedure.
- 28.6 Any written disciplinary action will be removed from the employee's personnel file after twelve (12) months in which the employee has not received further discipline.
- 28.7 An employee shall have the right to view their personnel file by providing twenty-four (24) hours advance notice to the Employer.
- 28.8 Temporary employees may be terminated at the Employer's discretion with either sufficient notice or payment in lieu of notice as outlined in the *Employment Standards Code*.

ARTICLE 29 - GRIEVANCE PROCEDURE

- 29.1 A grievance is defined as any difference arising out of interpretation, application, or administration of this agreement or alleged violation of this agreement.
 - a) Step 1 - Informal

Prior to submitting a written grievance, the employee, with or without Union representation, will attempt to resolve the difference in consultation with his/her immediate supervisor within five (5) working days of the incident giving rise to the difference.

b) Step 2

If the difference is not resolved at Step 1, the grievance will be submitted in writing by the Union to the secretary-treasurer within five (5) working days. The secretary-treasurer, the Union and the grievor will meet within five (5) working days of the notice, to discuss the grievance. The secretary-treasurer will render his/her response to the grievance within five (5) working days of this meeting.

c) Step 3

If the grievance is not resolved at Step 2, the grievance may be submitted in writing by the Union to the Superintendent within ten (10) working days. The superintendent will review the grievance and render his/her response to the grievor within five (5) working days.

d) Step 4

If the grievance is not resolved at Step 3, the grievance may be submitted in writing by the Union to the Board within ten (10) working days. The Board will schedule a hearing for the Union and the grievor within ten (10) working days following the next scheduled Board meeting. The Board will respond in writing to the grievance within ten (10) working days following the hearing.

e) Step 5 – Mediation

If mutually agreed between the parties, within ten (10) working days of receiving the Step 4 response, the grievance may be referred to a third party grievance mediator to assist to resolve the grievance prior to referring the grievance to Arbitration.

The cost of the mediator shall be shared equally between the Employer and the Union.

If mediation fails, the Union may refer the grievance to Arbitration within the time limits specified in the *Alberta Labour Relations Code*.

f) Step 6 – Arbitration

In the event that the grievance is not resolved at either Step 4 or Step 5, the Union may refer the grievance to Arbitration in accordance with the *Alberta Labour Relations Code*.

29.2 An employee is entitled to Union representation at any step of the grievance procedure, and the Union has carriage of all grievances.

29.3 The time limits specified in this Article shall not include Saturdays, Sundays and general holidays. Time limits and the requirements of the grievance procedure are mandatory; however, the time limits may be extended by mutual agreement of both

parties in writing. Time limits will be waived for school closures and shall recommence on the first day that school recommences.

- 29.4 Union policy grievances and suspension or dismissal grievances shall commence at Step 2 of the grievance procedure.

ARTICLE 30 - OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

The Employer and the Union agree to participate in an Occupational Health and Safety Committee in accordance with Alberta Occupational Health and Safety Act.

ARTICLE 31 - PRINTING OF AGREEMENT

- 31.1 A copy of the collective agreement will be made available to each employee. The costs associated with printing the collective agreement will be shared equally by both parties.

ARTICLE 32 - TRAVEL REQUIRED FOR WORK PURPOSES

- 32.1 Employer vehicles will be utilized for travel that is necessary to conduct the ongoing business of the Employer. In exceptional circumstances, and at the discretion of the employee, a personal vehicle may be utilized when it is determined that it provides greater safety given road or weather conditions.
- 32.2 Should an Employer vehicle not be available; travel expenses will be reimbursed in accordance with the Employer's policy.
- 32.3 If specified as a condition of employment, the employee shall provide and maintain, at their own expense, a reliable, properly licensed and insured automobile for carrying out the duties and responsibilities of their position.
- 32.4 If specified as a condition of employment, employees will be reimbursed for the increased liability and business insurance on a personal vehicle to an amount equivalent to the additional cost for maintaining this insurance. An employee shall submit evidence of the additional cost for carrying this insurance to the Employer prior to June 30 of the school year corresponding to the insured period.

ARTICLE 33 - DISCRIMINATION AND HARASSMENT

- 33.1 The Employer and the Union are committed to creating and maintaining a work environment in which all individuals are treated with dignity and respect. The Employer and the Union agree that there shall be no discrimination exercised or practiced with respect to any employee covered by this Agreement by reason of any prohibited grounds of discrimination identified in the *Alberta Human Rights Act* or the *Alberta Labour Relations Code*. This shall include by reason of their membership or non-membership in a trade Union or for exercising any rights under this Agreement.

- 33.2 In accordance with the Alberta Occupational Health and Safety Act June 1, 2018 the Employer shall:
- a) Provide a work environment free of harassment, violence, and discrimination.
 - b) In consultation with the Occupational Health and Safety Committee, develop and maintain both a violence prevention policy, and a harassment prevention policy.
 - c) Establish procedures for receiving and investigating complaints of harassment based on the principles of confidentiality and natural justice.
 - d) Inform all employees of the policies and procedures, including their rights and their responsibilities.

The Employer shall advise the Union of all amendments to the above policies in writing.

ARTICLE 34 - JOB DESCRIPTIONS AND RECLASSIFICATION

34.1 Job Descriptions

The Employer shall maintain all job descriptions on an ongoing basis and shall provide job descriptions to the Employee and the Union. Each employee shall be provided access to current job descriptions upon hiring, transfer, or promotion. In the event the Employer amends the job descriptions for any classification, applicable employees will be informed and provided access to the document. The Union shall be notified of all new and revised job descriptions.

34.2 Reclassification

Where an Employee believes that their position is not properly classified the Employee shall be entitled to a review of this classification. The Employee shall send a written request for review to Human Resources with a copy to the supervisor and the Union. Such written request shall identify the nature of the request, the class being requested (if applicable) and the changes in the work justifying the request.

Within 30 days of the receipt of the request for reclassification, the supervisor and employee shall prepare an updated job description. Within 30 days of receipt of the updated job description, Human Resources will conduct a job audit and prepare a comparative analysis report and recommendation. If both parties are in acceptance of the HR recommendation, pay review will be forwarded to the Superintendent or Secretary-Treasurer for approval.

If a disagreement occurs at any time during this process, the employee may appeal to a Reclassification Committee of four to six members, with equal representation from the employer and the union. The committee shall meet to determine the outcome of the reclassification request within 30 days of receipt of an appeal request. In situations where the Committee is evenly split in voting on issues before it, the matter will be forwarded to Arbitration.

Where an Employee is reclassified to a higher level, the effective date of reclassification shall be retroactive to the submission date of the reclassification request. Changes in pay rate will also become effective retroactive to the submission date of the reclassification request.

Where an Employee is reclassified to a lower level, the employee's salary will be maintained at the current pay rate (i.e. red circled). The employee will not be entitled to receive increments or increases in salary until their current salary falls within the pay rate of the appropriate classification.

An Employee may seek advice from the Union at any time during this process.

ARTICLE 35 - PERSONAL CARE AND OTHER DUTIES

- 35.1 The Employer will inform applicants for job posting if there is any personal care that is currently required, or expected to be required, in that classroom, notwithstanding that the dynamics of the classroom could change at any point during the school year. No employee will be required to accept a position that requires personal care, providing that another classroom assignment is available.
- 35.2 There will be two (2) staff required to be in the room at all times when personal care is being delivered that requires any removal of clothing or toileting care, and during all mechanical lifts.
- 35.3 Professional training, agreed to by the Employer and the Union, will be provided to staff who are required to do personal care, such as Tube feeding, Biohazard waste handling, Occupational Therapy, Physical Therapy, Speech Therapy, and Mechanical lifts. All training hours will be paid by the Employer at the regular rate of pay.

Signed this 26 day of Nov, 2019

**FOR PRAIRIE LAND REGIONAL
DIVISION #25**

**FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 5829**

APPENDIX 'A' - WAGE GRID

CLASSIFICATION	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Accounting Clerk							
01/09/18		23.084	24.008	24.968	25.966	27.005	
01/09/19		23.315	24.248	25.218	26.226	27.275	
01/09/20		23.548	24.491	25.470	26.488	27.548	
Administrative Assistant							
01/09/18		22.374	23.269	24.199	25.168	26.174	
01/09/19		22.598	23.502	24.441	25.420	26.436	
01/09/20		22.824	23.737	24.685	25.674	26.700	
Career Practitioner							
01/09/18	30.934						
01/09/19	31.243						
01/09/20	31.556						
Custodian							
01/09/18		19.046	20.475	22.010			
01/09/19		19.236	20.680	22.230			
01/09/20		19.429	20.887	22.452			
Educational Assistant I							
01/09/18	16.703	17.754	18.765	19.738	20.751	21.775	22.695
01/09/19	16.870	17.932	18.953	19.935	20.959	21.993	22.922
01/09/20	17.039	18.111	19.142	20.135	21.168	22.213	23.151
Education Assistant II							
01/09/18	17.366	18.455	19.492	20.517	21.566	22.617	23.603
01/09/19	17.540	18.640	19.687	20.722	21.782	22.843	23.839
01/09/20	17.715	18.826	19.884	20.929	21.999	23.072	24.077
Educational Assistant III							
01/09/18	18.053	19.207	20.283	21.359	22.423	23.526	24.563
01/09/19	18.234	19.399	20.486	21.573	22.647	23.761	24.809
01/09/20	18.416	19.593	20.691	21.788	22.874	23.999	25.057
Executive Assistant I							
01/09/18		26.949	28.027	29.148	30.314	31.526	
01/09/19		27.218	28.307	29.439	30.617	31.841	
01/09/20		27.491	28.590	29.734	30.923	32.160	
Family Resource Worker							
01/09/18		29.938	31.706	33.161	35.238	37.320	39.397
01/09/19		30.237	32.023	33.493	35.590	37.693	39.791
01/09/20		30.540	32.343	33.828	35.946	38.070	40.189
Food Services Worker							
01/09/18		16.780	18.630				
01/09/19		16.948	18.816				
01/09/20		17.117	19.004				

CLASSIFICATION	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
IT Technician I							
01/09/18		29.457	30.636	31.860	33.135	34.460	
01/09/19		29.752	30.942	32.179	33.466	34.805	
01/09/20		30.049	31.252	32.500	33.801	35.153	
Network Systems Analyst							
01/09/18		34.916	36.313	37.766	39.277	40.848	
01/09/19		35.265	36.676	38.144	39.670	41.256	
01/09/20		35.618	37.043	38.525	40.066	41.669	
Labourer							
01/09/18		18.133	19.612	21.213			
01/09/19		18.314	19.808	21.425			
01/09/20		18.497	20.006	21.639			
Librarian I							
01/09/18	16.950	17.935	19.090	20.218	21.373	22.501	23.668
01/09/19	17.120	18.114	19.281	20.420	21.587	22.726	23.905
01/09/20	17.291	18.295	19.474	20.624	21.803	22.953	24.144
Librarian II							
01/09/18	17.638	18.649	19.856	21.036	22.203	23.409	24.602
01/09/19	17.814	18.835	20.055	21.246	22.425	23.643	24.848
01/09/20	17.993	19.024	20.255	21.459	22.649	23.880	25.097
Librarian III							
01/09/18	18.339	19.401	20.646	21.878	23.124	24.342	25.614
01/09/19	18.522	19.595	20.852	22.097	23.355	24.585	25.870
01/09/20	18.708	19.791	21.061	22.318	23.589	24.831	26.129
Maintenance Worker I Mechanic 1 Journeyman							
01/09/18		30.221	31.43	32.687	33.995	35.355	
01/09/19		30.523	31.744	33.014	34.335	35.709	
01/09/20		30.828	32.062	33.344	34.678	36.066	
Maintenance Worker II Journeyman Foreman							
01/09/18		37.830					
01/09/19		38.208					
01/09/20		38.590					
Apprentice (80% of JM)							
01/09/18		24.177	25.145	26.150	27.200	28.287	
01/09/19		24.419	25.396	26.412	27.472	28.570	
01/09/20		24.663	25.650	26.676	27.747	28.856	
Mechanic II							
01/09/18		33.370	34.705	36.093	37.536	39.038	
01/09/19		33.704	35.052	36.454	37.911	39.428	
01/09/20		34.041	35.403	36.818	38.290	39.823	

CLASSIFICATION	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Secretary I							
01/09/18	17.871	18.986	20.075	21.191	22.280	23.383	24.537
01/09/19	18.050	19.176	20.276	21.403	22.503	23.617	24.782
01/09/20	18.230	19.368	20.479	21.617	22.728	23.853	25.030
Secretary II							
01/09/18	18.870	20.023	21.191	22.332	23.500	24.667	25.873
01/09/19	19.059	20.223	21.403	22.555	23.735	24.914	26.132
01/09/20	19.249	20.425	21.617	22.781	23.972	25.163	26.393
Secretary III							
01/09/18	19.881	21.126	22.332	23.578	24.796	26.054	27.300
01/09/19	20.080	21.337	22.555	23.814	25.044	26.315	27.573
01/09/20	20.281	21.551	22.781	24.052	25.294	26.578	27.849
Youth Wellness Worker							
01/09/18	27.503						
01/09/19	27.778						
01/09/20	28.056						

Wage increases are as follows:

Effective September 1, 2018 0% increase
Effective September 1, 2019 1% increase
Effective September 1, 2020 1% increase

All wage increases are retroactive and are to be paid the first pay period following ratification.

LETTER OF UNDERSTANDING #1

BETWEEN

PRAIRIE LAND REGIONAL DIVISION #25

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5829

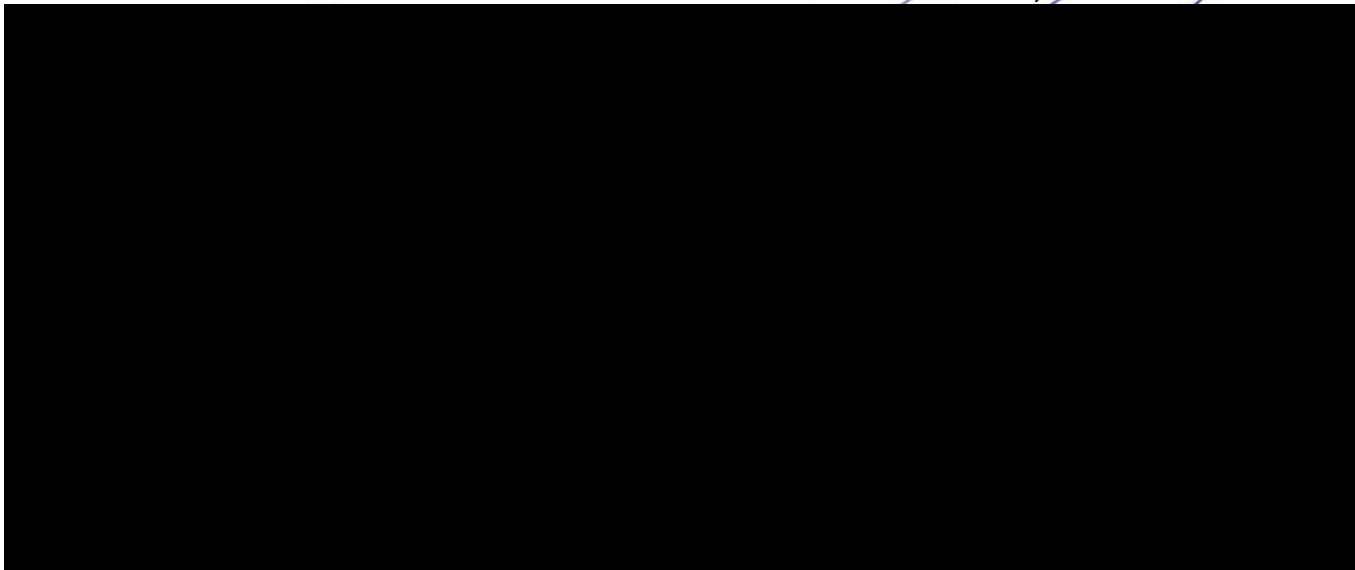
RE: SUPERVISORY ROLES

The Employer agrees to review and confirm the supervisor of all union positions, and to identify and update supervisors on all job descriptions, within 90 days of ratification of the collective agreement.

Signed this 26 day of Nov, 2019.

**FOR PRAIRIE LAND REGIONAL
DIVISION #25**

**FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 829**



LETTER OF UNDERSTANDING #2

BETWEEN

PRAIRIE LAND REGIONAL DIVISION #25

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5829

RE: LABOUR MANAGEMENT COMMITTEE

The parties agree to establish a Labour Management Committee made up of three (3) representatives appointed by the Union and three (3) representatives of the Employer. The committee will be jointly chaired by a representative of the Employer and a representative of the Union. The purpose of this committee is to maintain healthy and collegial relationships between the Employer and its support staff to address work-related issues not covered by this collective agreement. Upon the calling of a meeting by either party, agenda items will be provided

Signed this 26 day of Nov, 2019.

**FOR PRAIRIE LAND REGIONAL
DIVISION #25**

**FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 829**

LETTER OF UNDERSTANDING #3

BETWEEN

PRAIRIE LAND REGIONAL DIVISION #25

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5829

RE: CAREER COUNSELLING PROGRAM REVIEW

The Employer will evaluate the Career Counselling program in the 2019-2020 school year to determine how this service is delivered to the students within the division and review the staffing allocation for the determined workload. The review will be completed by June 30, 2020 and results will be provided to the Board and the Union.

Signed this 26 day of Nov, 2019.

**FOR PRAIRIE LAND REGIONAL
DIVISION #25**

**FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 829**

LETTER OF UNDERSTANDING #4

BETWEEN

PRAIRIE LAND REGIONAL DIVISION #25

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5829

RE: WORKING DAYS

In order to ensure consistent interpretation of Article 29, "Working Days" shall be regular working days for the classification in which the employee works.

In the case of ten (10)-month employees, or employees on leave, there shall be no working days during the two (2) month break, or the leave period.

Signed this 26 day of Nov, 2019.

**FOR PRAIRIE LAND REGIONAL
DIVISION #25**

**FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 829**