

COLLECTIVE AGREEMENT

Between



Peace River School Division

And

CUPE / Canadian Union
of Public Employees

LOCAL 4839 SUPPORT STAFF

JULY 1, 2018 TO AUGUST 31, 2021



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COLLECTIVE AGREEMENT

THIS AGREEMENT is made in triplicate this _____ day of _____, 2019 pursuant to The Labour Relations Code.

BETWEEN

THE BOARD OF TRUSTEES OF THE
PEACE RIVER SCHOOL DIVISION
(Hereinafter called the "Employer")

OF THE

FIRST PART

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4839
(Hereinafter called the "Union")
(Acting on behalf of the Support Staff employed by this Employer)

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 Effective Date

This agreement shall be binding and remain in effect from date of ratification to August 31, 2021, and shall continue from year to year thereafter unless either party gives to the other party notice in writing, not earlier than one hundred and eighty (180) days and not later than ninety (90) days prior to the thirty-first (31st) of August in any year that it desires its termination or amendment.

1.2 The parties will meet within thirty (30) days of receipt of the notice to bargain to exchange proposals.

1.3 Change in Agreement

Any change deemed necessary in the Agreement may be made by mutual agreement at any time during the existence of the Agreement.

1.4 Retroactively

This Agreement shall become effective on the date of signing except as otherwise specified.

1.5 Continuation

When notice to commence collective bargaining has been served pursuant to Article 1.1, this Agreement shall be deemed to continue to apply to the parties notwithstanding the termination date in the agreement, until:

- i) a new Collective Agreement is concluded;
- ii) the right of the bargaining agent to represent the Employees is terminated, or;
- iii) a strike or lockout commences under the provisions of The Labour Relations Code.

ARTICLE 2- UNION RECOGNITION

- 2.1 The Employer recognizes the Canadian Union of Public Employees Local 4839 as the sole Bargaining agent for the Employees, covered by the Agreement, as described in the Certificate of the Alberta Relations Board No. 29-2008. The Employer hereby consents and agrees to negotiate with the Union or any of its authorized committees concerning all matters affecting this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.
- 2.2 Union business shall not take place during Employees working hours and/or any of the Employers premises without prior permission by the Employer.
- 2.3 There shall be no discrimination or coercion by the Employer or the Union as to whether an Employee is, or is not, actively involved in the Union.
- 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.

- 2.5 No Employee shall be required or permitted to make a written or verbal agreement with the Employer or their representative which may conflict with the terms of the Collective Agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

- 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.

ARTICLE 4 - DISCRIMINATION AND HARASSMENT

- 4.1 The Employer and the Union are jointly committed to fostering positive working relationships and managing conflict in the workplace.
- 4.2 The Employer and the Union agree to ensure compliance with the Human Rights Act of Alberta and that no Employee shall be discriminated against by any person in accordance with this legislation.
- 4.3 All Employees covered by this Agreement have a right to freedom from harassment in the workplace. The Employer agrees to maintain a harassment free policy for addressing and resolving harassment issues in the workplace.
- 4.4 The Employer or the Union shall not discriminate at any time against any Employee on the protected grounds of race, colour, ancestry, place of origin, religious beliefs, gender, gender identity, gender expression, age, physical disability, mental disability, marital status, family status, source of income, and sexual orientation not by any reason of their membership or activity in the Union or because of their connection with trade Union organizations.

ARTICLE 5 - UNION MEMBERSHIP

- 5.1 All Employees covered by this agreement shall be required to pay Union dues, a monthly fee equal to any monthly dues in accordance with the Union bylaws.
- 5.2 Deductions shall be made from each payroll and shall be forwarded by direct deposit to CUPE National no later than the fifteenth (15th) day following the deduction.
- 5.3 The Employer will provide the Union with a copy of the monthly check-off list.

- 5.4 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.
- 5.5 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 31st and March 31st, the Employer will provide the Union with an updated list of names, addresses and phone numbers of all members of the bargaining unit.

ARTICLE 6 - DEFINITIONS

- 6.1 Employer
Shall mean the Peace River School Division or it's designate.
- 6.2 Grievance
Shall be defined as any differences arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.
- 6.3 Permanent full-time
All Employees who work thirty-five (35) hours per week as per schedule 1 and all Employees who work forty (40) hours per week as per schedules 2 and 3.
- 6.4 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.
- 6.5 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.

6.6 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.

6.7 Twelve Month Employee

A twelve (12) month Employee can be either a full-time or part-time Employee who is regularly scheduled to work throughout the calendar year.

6.8 Ten Month Employee

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

6.9 Probationary Period

An Employee shall have a Probationary Period of sixty (60) working days or six (6) months, whichever comes first, excluding sick days and leaves of absence, in an established position under this Collective Agreement. An Employee may be terminated at any time during the probationary period without notice and without recourse to the Grievance procedure.

6.10 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.

6.11 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.

6.12 Layoff

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

6.13 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.

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

6.15 Policy Grievance

Is where a dispute involving a question of general application or interpretation occurs or where the Union has a grievance.

6.16 Termination Grievance

Is where a dispute involving termination occurs.

6.17 Study Supervisor

An Employee who is assigned to supervise students when a certified teacher is not available for services.

ARTICLE 7 - CLASSIFICATIONS

Schedule 1 School Based Employees

- “Educational Assistants” applies to persons designated by the Employer as E.C.S. Assistants, Special Needs Assistants and Educational 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 hour 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

ARTICLE 8 - TASK ASSIGNMENTS

- 8.1 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.
- 8.2 For an Employee who is assigned for a period of more than one half (1/2) day, the remuneration shall be at the level of classification that the Employee is assigned.
- 8.3 An Educational Assistant assigned to a class in absence of a teacher, for a period of more than one half (1/2) day, they shall be paid as a Study Supervisor which is the Educational Assistant Level 1.
- 8.4 No Employee shall receive less than their current salary.

ARTICLE 9 - PROBATIONARY PERIOD

- 9.1 Each new Employee shall have a probationary period of sixty (60) 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 (60) day or six (6) month probationary period, whichever comes first, the terms of the entire agreement shall apply.
- 9.2 An Employee may be terminated at any time during the probationary period without notice and without recourse to the Grievance procedure.

ARTICLE 10 - LABOUR MANAGEMENT RELATIONS

10.1 Labour Management Committee

The parties agree a Labour Management Committee shall consist of not more than four (4) members each from the Management and Union for the purpose of maintaining harmonious communications between the parties on matters of mutual interest.

10.2 Such Committee shall meet if required by either party, and shall be an information sharing committee.

10.3 It is understood that the committee shall not hear matters pertaining to grievances and collective bargaining.

10.4 Should the meeting be held within working hours, the Union members shall have no loss of pay. If it is outside the working hours – each party shall cover the costs of their members.

ARTICLE 11 - HOURS OF WORK

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

ARTICLE 12 - OVERTIME AND TIME OFF IN LIEU

12.1 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.

12.2 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.

12.3 Call Back

When an Employee is called out for an emergency an Employee will be paid for a minimum of three (3) hours at one and one-half (1 ½) times their basic hourly rate.

ARTICLE 13 - GENERAL HOLIDAYS

13.1 Each regular Employee shall receive one day's pay for each of the following General Holidays: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day and Christmas Day.

13.2 Other holidays with pay, may be granted at the discretion of the Employer from time to time.

ARTICLE 14 - PAID VACATION & VACATION PAY

14.1 Twelve-month Employees

14.1.1 Employees are entitled to take vacation as it is earned.

14.1.2 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

14.1.3 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.

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

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

14.1.6 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.

14.2 Other Employees

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

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

14.2.3 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

14.2.4 Continuous employment is not affected by the length of the workday or the hours worked per week.

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

ARTICLE 15 - LEAVES OF ABSENCE

15.1 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. There shall be no accrual of sick leave or vacation in leaves of absence in excess of thirty (30) consecutive calendar days.

15.2 Deduction from salary for unpaid leaves of absence of up to fifteen (15) consecutive days shall be as follows: Employees will have their scheduled deducted at their daily hours rate for days missed.

15.3 Maternity/Parental and Adoption Leave

15.3.1 Maternity leave shall be for a period of up to sixteen (16) 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.

- 15.3.2 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 twelve (12) weeks in advance of the delivery date.
- 15.3.3 The Employer will register and implement a ninety-five (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. The Employer shall advise each Employee to apply for Extended Disability Benefits (E.D.B.) at least thirty (30) days in advance of her expected eligibility for such benefit. 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.
- 15.3.4 Each Employee shall endeavor 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 at least two (2) weeks in advance of the expected date of delivery. Such notice shall be in writing.
- 15.3.5 Prior to the leave commencing, each Employee shall endeavor 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) calendar weeks notice of the day on which she intends to work. Such notice shall be in writing.
- 15.3.6 An Employee returning from maternity leave may be required to pass a medical examination before returning to duty.
- 15.3.7 An Employee may be required to submit medical certificates in order to receive the S.U.B.

15.4 Leave to Attend Union Business

- 15.4.1 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.
- 15.4.2 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.

15.5 Union Leave

- 15.5.1 Subject to operational requirements, leave of absence without pay and without the loss of seniority shall be granted upon request, to Employees elected or appointed to represent the Union at Union functions. The Employer will, however, pay the above Employees their regular pay as though they had worked, billing the Union for time lost and any other deductible benefits during the leave of absence.
- 15.5.2 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, reconciliation 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.
- 15.5.3 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.

15.6 Jury Duty Leave

Employees who are subpoenaed to serve as jurors or witnesses in any Canadian court, provided such court action is not occasioned by the Employee's private affairs, shall be granted leave of absence without loss of pay equal to the length of the court duty. An Employee in receipt of their regular earnings while serving at a court, shall remit to the Employer all monies paid to the Employee by the court, except travelling and meal allowance not reimbursed by the Employer. Employees will come to work during those regularly scheduled hours that they are not required to attend court.

15.7 Job Protected Leaves

Eligible Employees can take other job protected laves for various personal matters as outlined under as per Alberta Employment Standards

<https://www.alberta.ca/job-protected-leaves.aspx>

Leave Category

- Reservists leave
- Compassionate care leave (leave to care for a critically ill family member)
- Death or disappearance of a child
- Critical illness of a child
- Domestic violence leave
- Personal and family responsibility leave
- Citizenship ceremony leave
- Bereavement leave
- Lon-term illness and injury leave

ARTICLE 16 - SICK LEAVE PROVISIONS

- 16.1 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.
- 16.2 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 sixty (60) working days.
- 16.2.1 Family Illness - Employees shall be allowed to use four (4) of their accumulated sick days per school year for family dependant illness and appointments.
- 16.2.2 Personal Leave Days - Employees shall be allowed to use two (2) of their accumulated sick days per school year for personal leave.
- 16.2.3 Effective September 1, 2019 Employees shall be allowed to use three (3) of their accumulated sick days per school year for personal leave.
- 16.3 Deduction from salary for unpaid leaves of absences of up to fifteen (15) consecutive days shall be as follows: Employees will have their scheduled hours deducted at their hourly rate for days missed.

- 16.4 Sick leave shall be earned on the basis of two days per month of employment excluding probationary periods.
- 16.5 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. If a medical certificate is requested by the Employer, the Employer shall reimburse the Employee for any related costs invoiced by the Doctor.

When an Employee leaves the employment of the Employer voluntarily, accumulated sick leave is cancelled immediately.

ARTICLE 17 - SCHOOL CLOSURE

- 17.1 Notwithstanding the above Article 16, in the event of a system wide shut down, school closure shutdown an Employee's salary shall not be reduced for the first five (5) consecutive working days that the school is not in operation, after five (5) consecutive working days the Employee's salary shall be reduced by one (1) working day for each day the school is not in operation.

ARTICLE 18 - BENEFITS

Group Benefits

- 18.1 If the Employee commences on or before the fifteenth (15th) day of the month, benefits become effective the first (1st) day of the third (3rd) month following the date of employment.
- 18.2 If the Employee commences on or 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.
- 18.3 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

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

Effective September 1, 2020 all eligible Employees will be provided a six hundred dollar (\$600.00) Health spending Account, pro-rated to their start date and paid 1/12 monthly.

18.5 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.

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

18.7 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 enroll past the qualifying period of applying, they are subject to late applicant penalty.

18.8 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.

ARTICLE 19 - LOCAL AUTHORITIES PENSION PLAN

19.1 Participation in the Local Authorities Pension Plan is upon completion of one (1) year continuous employment with the Employer.

19.1.1 Employees, working over a guaranteed thirty (30) hours per week, shall participate in the Local Authorities Pension Plan.

19.1.2 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.

- 19.1.3 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.

ARTICLE 20 - NORTHERN TRAVEL BENEFIT

- 20.1 For the purposes of this agreement, ten percent (10%) of the annual salary as set out in Article 32 to a maximum of four thousand dollars (\$4,000.00) shall be considered to be a Travel Assistance Benefit paid. This amount 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.

ARTICLE 21 - EQUIPMENT

- 21.1 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.
- 21.2 Schedule 2 and 3 Employees shall receive an annual safety and equipment allowance of three hundred dollars (\$300.00) to be paid on the January paycheque.

ARTICLE 22 - SERVICE RECOGNITION

- 22.1 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

ARTICLE 23 - SUPPLEMENTARY UNEMPLOYMENT BENEFITS (S.U.B.) PLAN

- 23.1 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 24 - TEMPORARY EMPLOYEES

- 24.1 On the date of ratification, any Employee who will hold a temporary position of more than three (3) months, the Employer shall provide the following for the period they are in a temporary position:

Article 19 – RRSP

Article 16 – Sick Leave

Article 18 – Health Benefits, if eligible

Article 18 – Health Spending

ARTICLE 25 - PROMOTIONS & PLACEMENT PROCEDURE

- 25.1 When the Employer decides to post a permanent position they may post externally and internally, and the following hiring order shall be followed:
- 25.1.1 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.
- 25.1.2 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.
- 25.2 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.

- 25.3 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.
- 25.4 Simultaneous to media advertising, a notice of intention to fill any job position be it regular or temporary, 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.
- 25.5 When an Employee achieves a position in a classification within the Salary Schedule, with the same end rate as their present classification, such Employee shall move to the pay step which is equal to their present basic rate of pay, or if there is no such pay step, they shall move to the pay step that has a basic rate of pay, that is next higher to their current basic rate of pay.
- 25.6 When an Employee achieves a position in a classification within the Salary Schedule, with a higher end rate as their present classification, such Employee shall move to the same pay step in the new pay range. Where the new pay step in the new pay range is less than their present basic rate of pay, they shall advance to the pay step in the new pay range that provides an increase.
- 25.7 When an Employee achieves a position in a classification with the Salary Schedule, having lower end rate than their current classification, they shall maintain their current rate of pay for a period of six (6) months.
- 25.8 Trial Period
- 25.8.1 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.
- 25.8.2 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.

ARTICLE 26 - SENIORITY

- 26.1 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.
- 26.2 Seniority shall be used as a factor in determining promotions, transfers, demotions, lay-offs and recall.
- 26.3 The Employer shall maintain a seniority list showing the last date of hire of all Employees and ranked in order of their hire date.
- 26.4 An up-to-date Seniority List shall be sent to the Union in September of each year.
- 26.5 Upon successful completion of the probationary period, a permanent Employee shall be credited with Seniority back to the commencement of the probationary period.
- 26.6 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.
- 26.7 Employees shall only lose their seniority in the event:
- 26.7.1 they are discharged for just cause and were not reinstated.
 - 26.7.2 they resign in writing.
 - 26.7.3 they are laid off for a period greater than twelve (12) consecutive months.
- 26.8 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 27 - LAY-OFF AND RECALL

- 27.1 A layoff shall be defined as a separation from a permanent or seasonal position due to lack of work.
- 27.2 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.
- 27.3 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.

- 27.4 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.
- 27.5 Employees who are laid off shall retain their accumulated sick leave for one hundred and twenty (120) working days following layoff. If not recalled within this period accumulated sick leave shall be cancelled.
- 27.6 Recall rights shall be discontinued twelve (12) months following the effective date of layoff with no further employment commitments or obligations.

ARTICLE 28 - DISCIPLINE AND DISCHARGE

- 28.1 An Employee shall, have the right to request Union representation at any time when involved in a discussion with the Employer under this article.
- 28.2 The Employer agrees to consider this process in the spirit of cooperation and correction, rather than in the spirit of punishment, and shall endeavor to assist the Employee in improving their work file.
- 28.3 The Employer shall only discipline or discharge for just cause. Both parties recognize the value of progressive discipline.
- 28.4 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.
- 28.5 Where, circumstances permit, the Employer will schedule a disciplinary discussion with the Employee by giving them reasonable advanced notice which shall not be less than twenty-four (24) hours. At such discussion, an Employee may be accompanied by a representative of the Union. Should a Union representative be unavailable, the Employer shall not be prevented from taking disciplinary action.
- 28.6 Discipline documentation will provide the specifics of the issue(s) that gave rise to the disciplinary action and will provide direction regarding work performance expectations and timeline for improvement, as well as indicating that further discipline or dismissal may follow any similar or other infractions. A copy of the discipline documentation will be placed on the Employee's personnel file. A copy of the discipline documentation will be forwarded to the President of the Union.

28.7 An Employee who has been subjected to disciplinary action may after twelve (12) 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 twelve (12) month period. The Employer will confirm in writing to the Employee that such action has been affected.

28.8 Documentation

It is also agreed that in cases of discipline, in subsequent proceedings or arbitration hearings, evidence shall be limited to the grounds stated in the investigation, written discharge or discipline notice to the Employee and the Union.

28.8.1 If the Employee concerned wishes to respond, they may do so in writing and such response will become part of the documentation. At the Employee's request, a copy of their response shall be forwarded to the Union.

ARTICLE 29 - GRIEVANCE PROCEDURE

29.1 The purpose of this Grievance procedure is to ensure the Grievance is processed in an expeditious manner.

29.1.1 The parties agree that the time limits set forth in this article shall be mandatory unless the parties mutually agree to extend timelines in writing exclusive of Saturday, Sunday, named holidays and non-instructional days (any day students are not scheduled to be in school).

29.1.2 If the Employer fails to comply with the time limits the grievance may be processed to the next step. If the grievor fails to comply with the time limits the grievance shall be considered abandoned.

29.1.3 At any time during this process, an Employee may be accompanied by a representative of the Union.

29.1.4 Any time limits contained in this article may be extended by the mutual consent, in writing, of the parties.

29.2 Policy Grievance

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.

29.3 Termination Grievance

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

In the event that a dispute occurs between the Employer and the Union regarding the interpretation, application, administration or alleged violation of the agreement the following procedure shall be followed:

29.3.1 Informal Discussion

Such grievance shall first be discussed by the grievor within ten (10) consecutive working days from the date of the incident giving rise to the grievance, or from the date the grievor should have been reasonably aware of the incident, whichever is later, with their supervisor, with the objective of resolving the matter informally.

29.3.2 Step 1

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 grievor 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 five (5) consecutive working days of their meeting.

29.3.3 Step 2

If the grievor is not satisfied with the disposition of the grievance or if no decision has been rendered within five (5) consecutive working days of raising the matter with their supervisor, the grievor and/or the Union on behalf of the grievor may file the grievance in writing to the Secretary-Treasurer or designate. Such written submission shall be made within five (5) consecutive working days of the Informal Discussion response. Such submission shall set out the name of the grievor(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 grievor 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.

29.4 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.

29.5 Arbitration

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.

- 29.5.1 Such notice must be given to the Secretary-Treasurer or designate within ten (10) consecutive working days after the Step 2 response.
- 29.5.2 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 fifteen (15) consecutive working days of receipt inform the other party of its nominee to the arbitration board.
- 29.5.3 The two (2) nominees so appointed shall within fifteen (15) 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.
- 29.5.4 The arbitration board shall hear and determine the grievance and shall issue an award in writing.
- 29.5.5 Such award shall be final and binding upon the parties and any Employee affected by it.
- 29.5.6 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.

- 29.5.7 The arbitration board by its decision shall not alter, amend or change the terms of this agreement.
- 29.5.8 Each party to the grievance shall bear in equal proportions the expense of the Chairperson.

ARTICLE 30 - SUBROGATION CLAUSE

- 30.1 Definitions (for the purposes of this article only):
- 30.1.1 Cost of Absence means the total remuneration paid by the Employer during a period when the Employee was absent from work.
- 30.1.2 Interest means interest calculated in accordance with the provisions of the Alberta Judgement Interest Act, SA 1984, c.J-0.5, and amendments and regulations thereto.
- 30.1.3 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.
- 30.1.4 Remuneration means the salary, allowances, benefit premiums, and other monies paid to or in respect of the Employee by the Employer.
- 30.1.5 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.
- 30.2 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:
- 30.2.1 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;
- 30.2.2 The Employee shall upon request by the Employer include the Cost of Absence, as calculated by the Employer, in the Employee's claim;

- 30.2.3 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;
 - 30.2.4 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;
 - 30.2.5 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;
 - 30.2.6 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.
 - 30.2.7 The Employee shall not release any third party from the Cost of Absence without the consent of the Employer; and
 - 30.2.8 The Employer's consent to settlement shall not be unreasonably withheld.
- 30.3 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.
 - 30.4 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.
 - 30.5 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.
 - 30.6 In exercising any of its rights under this clause, the Employer shall have due regard for the interests of the Employee.

- 30.7 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 31 - FULL TIME EQUIVALENCY

- 31.1 All salaries, allowances, terms and benefits, unless otherwise provided for in this agreement, shall be prorated 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.

ARTICLE 32 - SALARY SCHEDULE REFERENCE

32.1 Salary Increments

Employees are entitled to only one salary increment per classification in each employment year.

32.2 Full-Time Employees

For School Based Employees, salary increment date shall be as follows:

- 32.2.1 If an Employee commences on or before the fifteenth (15th) of the month, the salary anniversary date shall be the beginning of the month.
- 32.2.2 If an Employee commences on or after the sixteenth (16th) of the month, the salary anniversary date shall be the beginning of the following month.

32.3 Part-time Employees

- 32.3.1 For School based Employees, part-time Employees must accrue fourteen hundred (1400) worked hours to achieve a salary increment to a maximum obtained on the salary schedule.
- 32.3.2 Part-time Employees shall receive their General Holiday and Vacation Pay on each paycheque.

32.4 Movement from Full to Part-Time

If a full-time Employee transfers to part-time status, the hours accrued to the commencement date of the part-time position shall be used toward the hours required for salary increment purposes.

32.5 Movement from Part-Time to Full-Time

If a part-time Employee transfers to full-time status, the hours accrued to the commencement date of the part-time position shall be used toward the hours required for salary increment purposes and an anniversary date shall be established.

32.6 Employees Holding Two or more Part-Time Positions

Hours are accrued separately for each classification of the purpose of salary increment.

SCHEDULE 1

Educational Assistants, Office Managers, Information Specialist, School Based Technicians

Hourly Effective September 1, 2019 - Increase of \$0.35/hour

	1	2	3	4	5
1 Educational Assistants	19.81	21.09	22.36	23.71	24.94
2 Information Specialists	20.00	21.27	22.61	23.86	25.21
4 Office Managers	22.91	24.20	25.50	26.13	26.87
5 School Based Technicians	26.40	27.88	29.35	30.82	32.29

Hourly Effective September 1, 2020 - Increase of \$0.35/hour

	1	2	3	4	5
1 Educational Assistants	20.16	21.44	22.71	24.06	25.29
2 Information Specialists	20.35	21.62	22.96	24.21	25.56
4 Office Managers	23.26	24.55	25.85	26.48	27.22
5 School Based Technicians	26.75	28.28	29.70	31.17	32.64

Education Recognition Increments:

The Employer wishes to provide opportunity for education enhancements for all Employees under Schedule 1.

Recognized program of studies must have prior approval by the Employer.

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, 2019 – Increase of \$0.35/hour

	1	2	3	4	5
1 Maint Repairman I	24.22	24.85	25.47	26.18	26.73
2 Maint Repairman II	26.73	27.15	27.57	27.99	28.41
3 Maint Repairman III	30.08	30.94	31.76	32.60	33.44
4 Maint Repairman IV	33.44	34.06	34.69	35.32	35.96
5 Maint Repairman V	35.95	36.58	37.21	37.84	38.47
6 Maint Repairman VI	36.50	37.05	37.59	38.14	38.69
7 Maint Repairman VII	37.09	37.59	38.14	38.69	39.24

Hourly Effective July 1, 2020 —Increase of \$0.35/hour

	1	2	3	4	5
1 Maint Repairman I	24.57	25.20	25.82	26.53	27.08
2 Maint Repairman II	27.08	27.50	27.92	28.34	28.76
3 Maint Repairman III	30.43	31.29	32.11	32.95	33.79
4 Maint Repairman IV	33.79	34.41	35.04	35.67	36.30
5 Maint Repairman V	36.30	36.93	37.56	38.19	38.82
6 Maint Repairman VI	36.85	37.40	37.94	38.49	39.04
7 Maint Repairman VII	37.40	37.94	38.49	39.04	39.59

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 \$1.23 per hour.

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.

Additional Journeyman Recognition Increments:

Subject to the approval of the Employer, tradespersons holding multiple journeyman certificates which are used in regular duties will be paid as follows:

Successful completion of 1st year apprenticeship	\$0.19 per hour
Successful completion of 2nd year apprenticeship	\$0.38 per hour
Successful completion of 3rd year apprenticeship	\$0.58 per hour
Successful completion of 4th year apprenticeship	\$0.77 per hour

For each additional certificate held, the additional Journeyman Increment Recognition is to be paid only on regular hours of work and not overtime.

Training in a complementary trade must be received through a registered apprenticeship program.

SCHEDULE 3 - Transportation Operations

Hourly Effective July 1, 2019— Increase of \$0.35/hour-on each step

	1	2	3	4	5
1 Bus Fleet Maintenance Tech	36.18	36.82	37.45	38.08	38.71
2 Lead Bus Fleet Maintenance Tech	37.87	38.50	39.13	39.77	40.40

Hourly Effective July 1, 2020 - Increase of \$0.35/hour-on each step

	1	2	3	4	5
1 Bus Fleet Maintenance Tech	36.53	37.17	37.80	37.43	39.06
2 Lead Bus Fleet Maintenance Tech	38.22	38.85	39.48	40.12	40.75

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.

Additional Journeyman Recognition Increments

Subject to the approval of the Employer, tradespersons holding multiple journeyman certificates which re used in regular duties will be paid as follows:

Successful completion of 1st year apprenticeship	\$0.19 per hour
Successful completion of 2nd year apprenticeship	\$0.38 per hour
Successful completion of 3rd year apprenticeship	\$0.58 per hour
Successful completion of 4th year apprenticeship	\$0.77 per hour

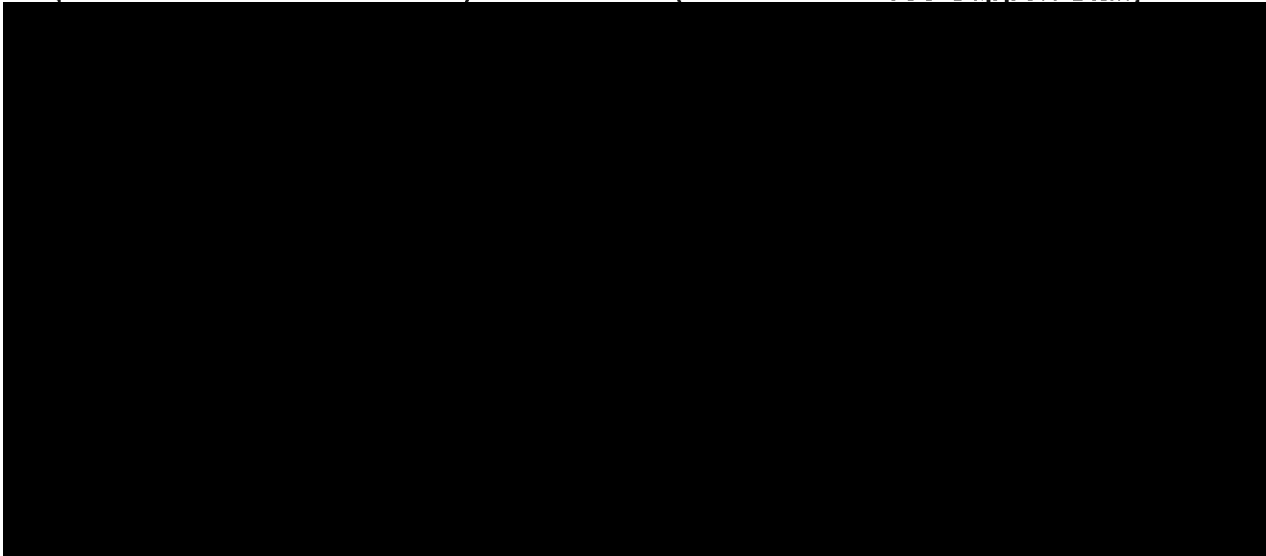
For each additional certificate held, the Additional Journeyman Increment Recognition is to be paid only on regular hours of work and not overtime.

Training in a complementary trade must be received through a registered apprenticeship program.

IN WITNESS WHEREOF the parties have executed this Agreement this 10 day
of December, 2019.

ON BEHALF OF THE EMPLOYER
(Peace River School Division)

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

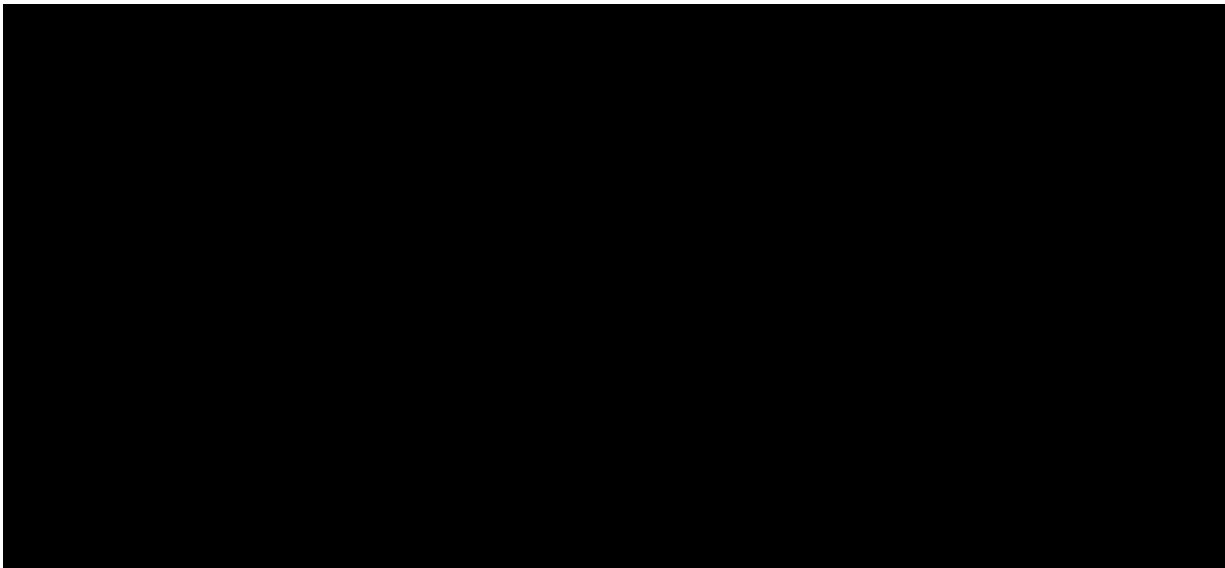
Re: Flex Time and Modified Work Week Agreement

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

1. Notwithstanding Article 12– 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 12– Overtime and Time Off in Lieu, the indicated additional hours are subject to the qualifications and provisions under Article 12 – 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.

For Peace River School Division

For CUPE Local 4839



LETTER OF UNDERSTANDING #2

between

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4839

and

PEACE RIVER SCHOOL DIVISION

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.

For Peace River School Division

For CUPE Local 4839

LETTER OF UNDERSTANDING #3
Between

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4839

and

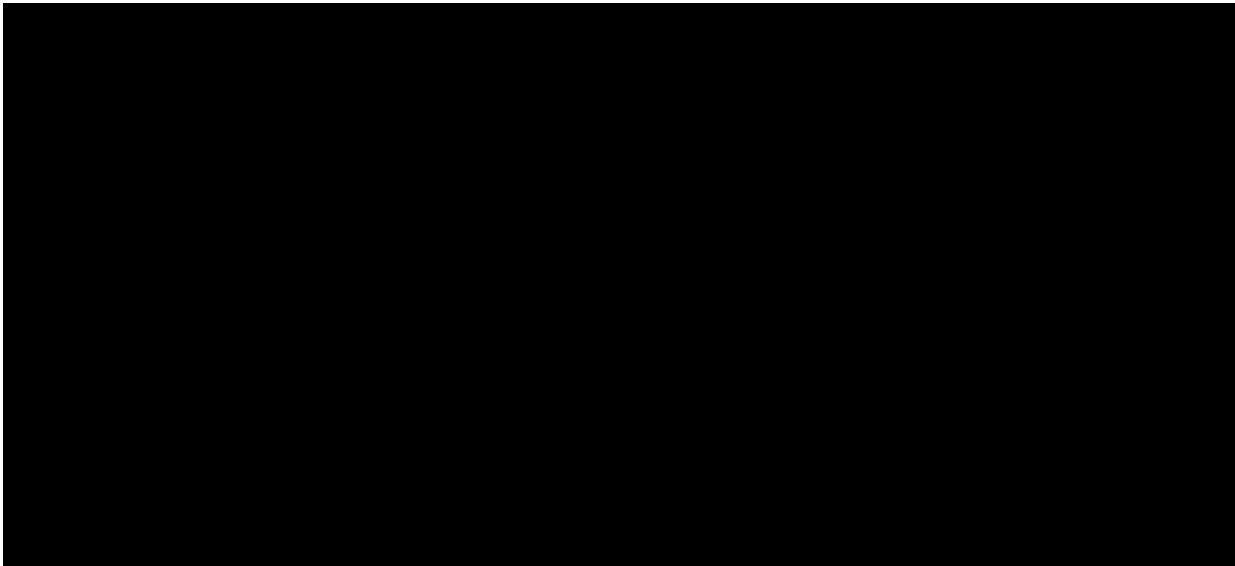
PEACE RIVER SCHOOL DIVISION

The Employer is prepared to discuss the intent of Article 27 Layoff and Recall with all Principals in the Division to ensure that they understand that as outlined in 27.3 "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 27.3.

For Peace River School Division

For CUPE Local 4839



LETTER OF UNDERSTANDING #4

Between
THE CANADIAN UNION OF PUBLIC EMPLOYEES
and
PEACE RIVER SCHOOL DIVISION

Re: 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

For Peace River School Division

For CUPE Local 4839

Date: December 10, 2019

Date: December 10, 2019

LETTER OF UNDERSTANDING #5

Between

THE CANADIAN UNION OF PUBLIC EMPLOYEES

and

PEACE RIVER SCHOOL DIVISION

Re: 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:

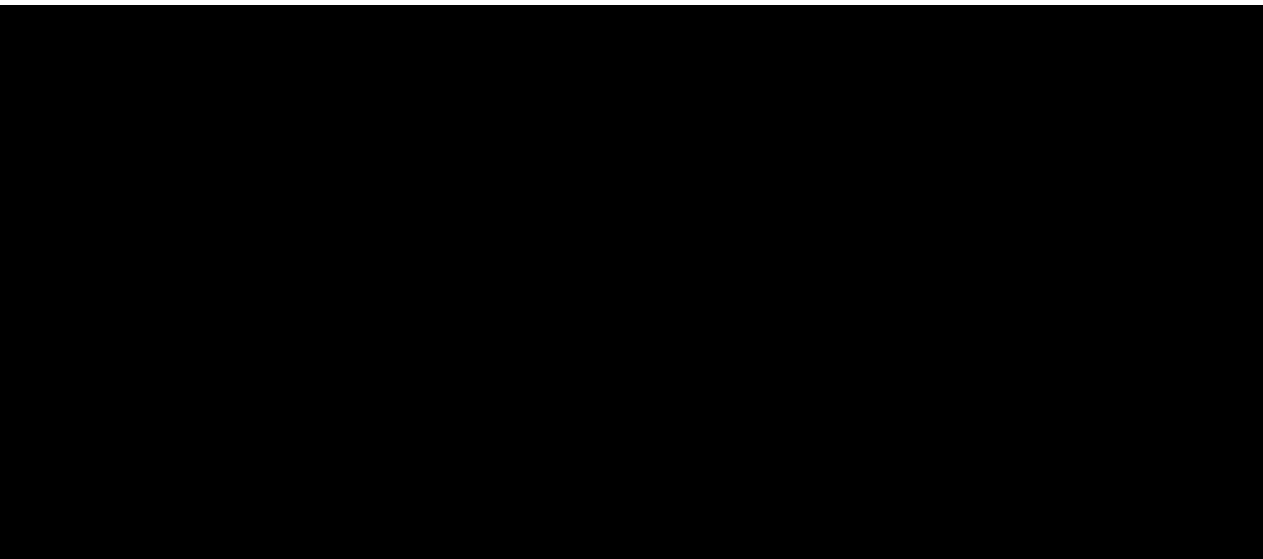
Seniority is defined as the length of continuous service in the permanent employ of the Employer from the last date of hire, as a permanent Employee.

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.

For Peace River School Division

For CUPE Local 4839



Date: December 10, 2019

Date: December 10 2019

LETTER OF UNDERSTANDING #6

Between

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4839 SUPPORT STAFF

and

PEACE RIVER SCHOOL DIVISION

Re: Government Sponsored Summer Temporary Employment Program

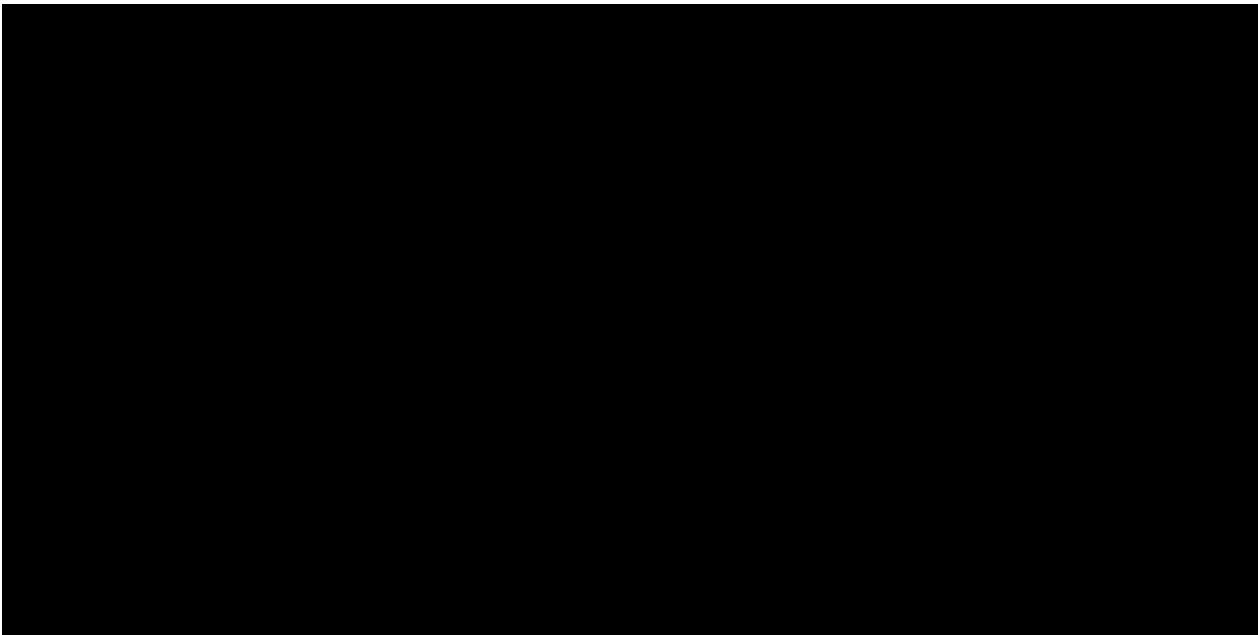
The Employer may hire persons on a temporary basis through the Summer Temporary Employment Program provided the Employer informs the Union of its intent and the salaries that will be paid to such persons.

No Employee shall be displaced or suffer a loss of hours of work and/or pay and benefits due to the hiring of any persons through any Summer Temporary Employment Program.

The Terms and Conditions of this Collective Agreement do not apply to students whose employment is part of the Summer Temporary Employment Program.

For Peace River School Division

For CUPE Local 4839



Date: December 10, 2019

Date: December 10, 2019

LETTER OF UNDERSTANDING #7

Between

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4839 SUPPORT STAFF

and

PEACE RIVER SCHOOL DIVISION

Re: Summer Temporary Employment Program and Canada Summer Jobs Program

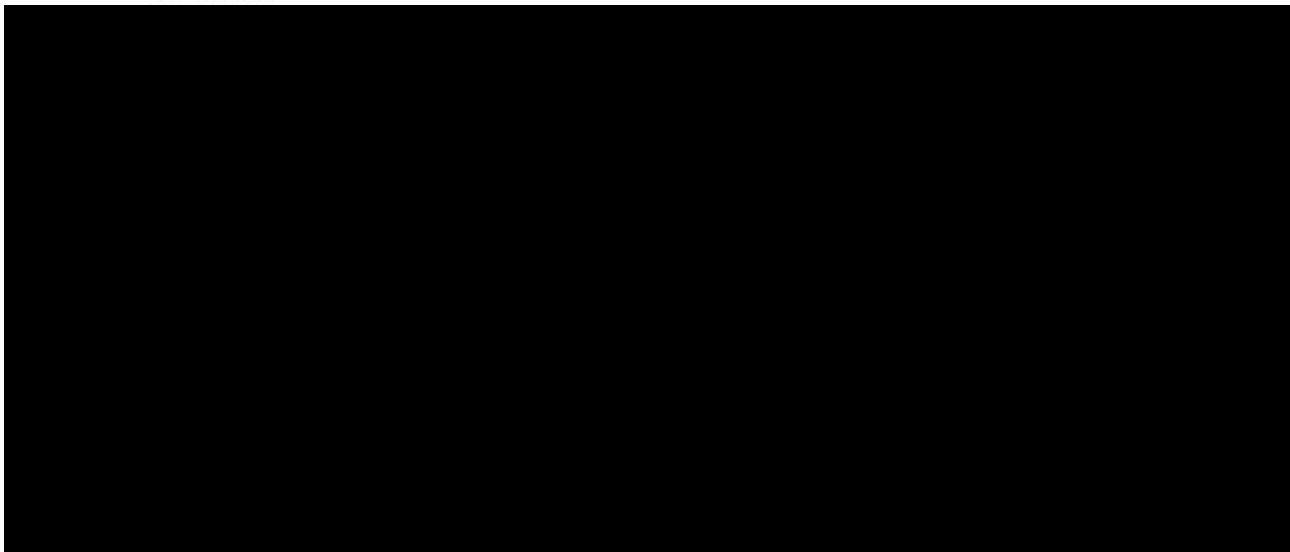
The Employer may hire persons on a temporary basis through the Summer Temporary Employment Program (S.T.E.P.) or Canada Summer Jobs Program provided the Employer informs the Union of its intent and the salaries that will be paid to such persons.

No Employee shall be displaced or suffer a loss of hours of work and/or pay and benefits due to the hiring of any persons through any Summer Temporary Employment Program or Canada Summer Jobs program.

The Terms and Conditions of this Collective Agreement do not apply to students whose employment is part of the Summer Temporary Employment Program or Canada Summer Jobs program.

For Peace River School Division

For CUPE Local 4839



Date: December 10, 2019

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