

COLLECTIVE AGREEMENT

between

THE FORT MCMURRAY CATHOLIC BOARD OF EDUCATION



**FORT McMURRAY
CATHOLIC SCHOOLS**

and

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

SEPTEMBER 1, 2016 TO AUGUST 31, 2020

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PREAMBLE

It is the purpose of both parties to this Agreement:

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

DEFINITIONS

Permanent Employees

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

Temporary Employees

An employee hired to work for more than forty-five (45) consecutive working days and not more than ninety-five (95) consecutive working days (for an assignment created for a project) and not more than the period of leave to replace a permanent employee on an approved leave of absence.

Casual Employees

An employee that is hired on an irregular basis to fill in for permanent, probationary or temporary employees who are absent due to illness, vacation or other leaves, and those employees hired in temporary positions of not more than forty-five (45) working days.

A casual employee working in the same position for more than forty-five (45) consecutive working days will have their status changed to temporary, retroactively, to the first day worked.

Teacher Assistant Supervisors (TAS) are considered casual employees.

Student Employees

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

A student is defined as a person attending High School or registered for three or more courses in an accredited post-secondary educational institution.

Temporary, Casual and Student Employees – Rights and Benefits

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

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

Probationary Employees

An employee who is hired to work in a permanent full-time or part-time position. The probationary employee shall be on probation for a period of sixty-five (65) working days from the first day an employee is hired to a permanent full-time or part-time of hire for the position. The length of the probationary period may be extended to no more than eighty-five (85) days for an if the probationary period is inconclusive as supported by performance evaluations report.

The employee will be informed of their probationary status within seven (7) working days of their probation end date. The Union shall be informed in writing of the status change.

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

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

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

Instructional Support Group

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

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

Administrative Support Group

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

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

Custodial Group

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

Maintenance Group

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

Dependent child

“Dependent child” means an employee’s natural, adopted, step-child, or child for whom the employee is a legal guardian who is dependent upon the employee for financial care and support. Such child must be:

- Unmarried or not in a cohabiting partner relationship; and
- Less than 21 years of age.

A child 21 years of age or older shall be considered as dependent if the child is dependent upon the employee by reason of mental and/or physical disability and is deemed to be totally disabled.

Eligibility for coverage of the dependent under the employee’s group benefits plan may differ from the definition above and shall be determined in accordance with the plan provisions.

Spouse

- a) A person who, at the relevant time, was married to that other person and had not been living separate and apart from the other person for 3 or more consecutive years, or
- b) If there is no person to whom sub-clause (i) applies, a person who, immediately preceding the relevant time, had lived with that other person in an adult interdependent relationship:
 - i. for a continuous period of at least 3 years, or
 - ii. of some permanence, if there is a child of the relationship by birth or adoption, or
 - iii. have entered into an adult interdependent relationship agreement.

ARTICLE 1 – DURATION & TERM OF AGREEMENT

- 1.1 This Agreement shall be in full force and effect as of September 1, 2016 and continue in full force and effect through August 31, 2020 and from year to year thereafter except as hereinafter provided.
- 1.2 The parties may at any time, by mutual Agreement, negotiate revisions to this Agreement. Any and such revisions shall become effective from such date as may be mutually agreed upon by both parties.
- 1.3 Either party wishing to amend this Agreement shall give notice in writing of such desire to the other party, not less than sixty (60) days and not more than one hundred and twenty days (120) prior to the anniversary date of this Agreement.
- 1.4 If notice to amend has been given by either party in accordance with the conditions set out at Article 1.3 above, this Agreement shall remain in full force and effect during any period of negotiations, even though such negotiations may extend beyond the said anniversary date.
- 1.5 Active employees as of the signing of this Agreement shall be entitled to retroactive payment if applicable.
- 1.6 Any and all other provisions agreed upon during the negotiations for this new Agreement are not considered retroactive unless otherwise specified.

ARTICLE 2 - MANAGEMENT RIGHTS

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

ARTICLE 3 – RECOGNITION

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

The Employer will provide an opportunity for the Union to hold orientation meetings at least twice a year for new members to be held on the scheduled non-instructional days of the calendar. The purpose of these sessions is to inform new members of their Collective Agreement and Union membership. These sessions shall be scheduled for sixty (60) minutes each and without loss of pay. For Custodial/Maintenance and Out of School Care, alternate dates shall be chosen by mutual agreement of the Union and the Employer.

The Union may offer one or more work-related sessions at Professional Development Days without extra cost to the Employer, no more than once per year, upon mutual agreement between the parties.

ARTICLE 4 – NO DISCRIMINATION OR HARASSMENT

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

investigation and resolution consistent with Employer's harassment policies and procedures and applicable legislation.

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

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

ARTICLE 5 – UNION MEMBERSHIP

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

ARTICLE 6 – CHECK-OFF UNION DUES

6.1 Deductions

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

6.2 Advance Notice

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

6.3 Indemnity

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

ARTICLE 7 – EMPLOYER SHALL ACQUAINT POTENTIAL EMPLOYEES

7.1 The Employer agrees to make new employees aware that a Collective Agreement is in effect and to provide them with access to a copy of the current Collective Agreement.

ARTICLE 8 – CORRESPONDENCE

- 8.1 All official written correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Secretary-Treasurer of the Board and the Secretary-Treasurer of the Union or their designate. Any changes by either party shall be provided in writing with an effective date.
- 8.2 The Union shall be notified in writing/by e-mail, without unreasonable delays, of the following information related to any changes affecting Union members in staffing reports approved by the Board pertaining to members of the bargaining unit and other information required for bargaining unit administration requested by the Union from time to time.
- 8.3 The Employer will provide the Union with a copy of the approved school calendar and scheduled days of work for each employee group covered under this Collective Agreement, for the following school year, no later than May 15th each year. The Employer will provide notice of thirty (30) days for any amendments or changes to such schedule unless the changes are due to an emergency or event outside the control of the Employer.
- 8.4 The Employer will provide the Union with a list of the names, addresses, and phone numbers of all members covered by this Collective Agreement on a quarterly basis starting at the beginning of September of each year. In accordance with Article 8.2 above, the Employer will provide the Union with the name, address, and phone number of any newly hired employee upon commencement of employment with the Employer.

ARTICLE 9 – LABOUR MANAGEMENT ADVISORY COMMITTEE

9.1 Establishment of Committee

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

9.2 Function of Committee

The Committee shall concern itself with the following general matters:

- a) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees;
- b) Improving the delivery of services to students, staff, parents and the public;
- c) Reviewing suggestions from employees;

- d) Sharing new or amended policies, procedures and regulations that have direct relevance to the employees' term and conditions of work;
- e) Discussion on working conditions and service delivery;
- f) Promoting the safety and welfare of staff;
- g) Promoting open communications between the employees and the Employer;
- h) Discuss other items of mutual interest.

9.3 Jurisdiction of Committee

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

9.4 Meetings of Committees

The Committee will meet a minimum of three (3) times per school year at a predetermined and mutually agreeable times and places. Notwithstanding, emergent meetings may be requested by either party and held as agreed by mutual consent. Members will receive notices and agendas of meetings at least five (5) working days in advance of the meeting. Employees will not suffer any loss of pay for time spent with the Committee. Any meeting time, in excess of an employee's regular scheduled day of work, will be paid in accordance with Article 22.15.

9.5 Chairperson of Joint Committee Meetings

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

9.6 Reports of Committee Meetings

A summary of decisions or action items resulting from each meeting shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meetings. The Union and the Employer shall receive a copy of the signed summary within two (2) weeks following the meeting. It will be reviewed and approved at the next meeting. It is understood that no personal or other confidential information will be reported in any written summaries.

ARTICLE 10 – REPRESENTATIVES

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

- 10.2 For clarity, the right of representation does not extend to routine interaction/communication between employees and their supervisor or confidential performance evaluation interviews between the employee and their supervisor that are not disciplinary in nature. The Employer shall contact the Union in cases of negative reviews and potential consequences. The Employee has the right to stop a meeting when discipline is discussed. The Employee has the right to Union representation in all disciplinary matters.

ARTICLE 11 – NOTICE TO EMPLOYEES

- 11.1 All policies, procedures, rules and regulations adopted by the Employer, which affect the members of the Union, will be made publicly available on the District Website. The Union shall be advised by e-mail of implementation of any new policies, procedures, rules and/or regulations within two (2) working days of their approval.

ARTICLE 12 – GRIEVANCE PROCEDURE

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

12.2 Union Representatives

Union representatives may assist any employee in preparing and presenting their grievance in accordance with the grievance procedure. The Union will notify the Employer in writing the names of Officers and Shop Stewards. The Employer shall only deal with employees so designated.

12.3 Permission to Leave Work

The Employer will endeavour to settle grievances within normal working hours providing operational and job duties permit. The Union recognizes that the Employer employs each steward and they will not leave their work during working hours except to perform duties under this Agreement. Therefore, no Shop Steward shall leave work without obtaining the permission of their Supervisor as defined in 12.6 or the Human Resources Director, which shall not be unduly delayed or unreasonably withheld.

12.4 Definition of Grievance

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

Grievances shall be either:

- a) Individual Grievance relating to or affecting a specific employee or employees individually, or;

- b) Policy Grievance relating to or affecting two (2) or more employees, or grievances involving a question of general application or interpretation relating to this Agreement.

12.5 Initiation of Grievance

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

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

Pre-Grievance Discussion

Prior to initiating a grievance an employee must register their complaint within the timeline under Article 12.5. The employee shall make formal arrangements to discuss the problem orally, with their supervisor as defined below:

Based on the employee's Job Classification their Supervisor has been designated as follows:

- Instructional Support Group, all sub-groups, except Child Care Services – School Principal
- Administrative Group, School Administrative Support – School Principal
- Child Care Services – Program Manager or Designate
- District Administrative Support, External Services, Technical Support – Human Resources Director
- Custodial and Maintenance Groups – Human Resources Director

Step 1

If pre-grievance discussion does not resolve the concern, a grievance is filed in writing at Step 1 by the Union and the employee to the Director of Human Resources. At Step 1 the parties shall meet to explore all avenues for resolution.

Step 2

If the grievance is not resolved under Step 1, the employee and a Union representative may advance the grievance to the Superintendent or designate within ten (10) working days.

The grievance shall be in writing and must express the nature of the dispute, alleged articles of the Collective Agreement that are alleged to have been violated and the redress sought. The Superintendent or designate will respond within ten (10) working days. At Step 2 the parties shall meet to explore all avenues for resolution.

- 12.7 Time limits stipulated in the Grievance Procedure are mandatory unless mutually agreed by the parties to extend such limits. If the Employer or the Union fails to comply with the time limits, the grievance shall be processed to the next step

12.8 An employee may be assisted by a representative of the Union at any time during the grievance procedure.

Arbitration

12.9 Composition of Board of Arbitration

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

12.10 Failure to Appoint

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

12.11 Decision of the Board of Arbitration

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

12.12 Expenses of the Board of Arbitration

Each Party shall pay:

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

12.13 Amending of Time Limits

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

12.14 If the parties agree the grievance may be referred to a single Arbitrator.

12.15 Witnesses

At any stage of the Grievance or Arbitration procedure, the conferring parties or the Arbitrator(s) shall have the assistance and cooperation of the Union, Employer or employees involved and any necessary witnesses. All reasonable arrangements will be made to permit the conferring parties

or the arbitrator(s) to have access to the Employer's premises to view any working conditions, which may be relevant to the settlement of the grievance.

ARTICLE 13 – DISCIPLINE, SUSPENSION & DISCHARGE

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

ARTICLE 14 – SENIORITY

14.1 Definition

Seniority shall be defined as the length of continuous employment with the Employer and shall be accrued from the first day of employment in a permanent position with the Employer.

14.2 Use of Seniority

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

14.3 Seniority List

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

14.4 Loss of seniority

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

- a) Are dismissed for just cause and not reinstated;
- b) Resign in writing and do not withdraw their resignation within two (2) working days.
- c) Are absent from work in excess of three (3) consecutive working days without sufficient cause or without notifying the Employer, unless such notice is not reasonably possible;
- d) Fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his most current address.
- e) They are laid off for a period of more than two (2) years unless they receive a severance payment at which time the loss of seniority will be immediate;

Any unpaid leave of absence of more than twenty (20) working days or one (1) calendar month, with the exception of maternity, paternity, parental, Union or sick leave, shall not be counted toward the determination of the seniority of any employee, effective the date of ratification of this Agreement.

ARTICLE 15 – PROMOTIONS AND STAFF CHANGES

15.1 Postings

When a vacancy occurs for a full or part time position or when a position is temporarily vacated as a result of a maternity/paternal leave, the Employer shall either eliminate or post the position as follows:

- a) If the position is to be posted or a new position is created, the Employer may immediately fill the position temporarily, but then shall forthwith post notice of the position on approved bulletin boards or District Job Postings site for a period of at least five (5) working days to enable current employees to apply for the position;
- b) Excluding the Custodial/Maintenance Group, permanent employees may request a transfer once per school year. Any subsequent request must be approved in advance by the Employer.
 - i. Custodial/Maintenance employees may apply for transfer up to two times per school year.
- c) The employer may initiate a request to an employee for a transfer. Such request shall not be counted under 15.1 (b).
- d) It is understood that internal applicants will be considered prior to external applicants if they meet the qualifications and competencies requirements of the position;
- e) When a position is vacant for a period in excess of twelve (12) consecutive months because the incumbent employee is away for any reason, the Employer may post and fill the position on a permanent basis
- f) The Employer shall prepare a report of completed postings on a monthly basis. Such report will be made available to the Union

15.2 Role of Seniority

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

15.3 Information in Postings

Postings shall contain the following information:

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

15.4 Trial period for alternate position

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

loss of seniority. During the trial period, the employee may choose to return to their former position, including wage or salary rate without any loss of seniority. Permanent employees in the Instructional Support Group from one classification level to another shall move laterally based on their applicable education level.

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

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

15.5 Job Descriptions, Classifications, and Reclassification

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

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

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

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

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

In the event the Union is not satisfied with the decision of the classification review committee, the Union shall have the right to submit the dispute to arbitration pursuant to Article 12.9 of the Agreement. It is agreed that the arbitration board shall have no authority to alter or modify the existing pay grids and classification groups.

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

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

15.7 Classification Review Committee

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

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

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

15.8 The Classification procedure will not be amended without consultation with CUPE Local 2559.

15.9 The Employer will supply the Union with up to date copies of all job descriptions as they are classified, reclassified or created, or upon request.

15.10 A job description shall be provided to all employees at the time of hire.

ARTICLE 16 – LAYOFF AND RECALL

16.1 Layoff

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

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

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

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

Step 2: If the employee does not accept any position on the list that is equivalent to the employee's previous position, the employee will be placed on the recall list with no bumping rights.

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

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

For the purpose of this article:

- a. "Equivalent position" is a position of the same classification for which the employee is qualified and has the required competencies.

16.3 Placement Between School Years

Placement Day date will be communicated to all members prior to February 1st of the current school year. This process shall be scheduled on a non-instructional day and is not deemed to be a paid day.

The placement procedure is based on the concept of maintaining the education/workplace environment as stable and consistent with focus on minimizing staff changes. Keeping a stable and consistent environment as possible we believe should reduce anxiety and stress on employees, students and schools.

The placement procedure between school year of permanent employees to funded Instructional Support Group positions will be as follows:

PROCEDURE

Step 1 – Staff Intentions

No later than May 15, staff will notify the Director of Human Resources in writing of their intentions for the next school year indicating if they wish to vacate their current position for reasons such as:

- a) The opportunity to re-locate to a different school;
- b) Expecting to leave the employ of the District before the start of the next school year;
- c) Applying for an extended leave of absence for the start of next school year; or
- d) For another reason to be discussed with the Employer.

If the intention form is not received by the deadline, it will be assumed that the employee wishes to remain, at their current location(s), if available.

Step 2 – Funded Positions

"Position" is defined as the Classification, Assignment and Division and applicable specialized qualifications and working conditions. "Position" does not refer to any specific children/student(s) or a specific grade level.

No later than five (5) days before Placement Day the employer shall:

- a) Determine which instructional support positions will be funded at the start of the next school year;
- b) Prepare a list of all funded positions for each schools/sites;
- c) For each funded position, the following information will be provided:
 - i. Classification (e.g. EA1, EA2, EA3, or EA4 or combination thereof);
 - ii. Assignment as described on Schedule B (e.g. Behaviour 42, Literacy, ESL, etc ...)
 - iii. Division defined in the following groups
 - 1. ECS
 - 2. Elementary (Gr 1-6)
 - 3. Junior High (Gr 7-9)
 - 4. Senior High (Gr 10-12)
 - 5. High School (Gr 7-12); or
 - 6. All
 - iv. Any specialized qualifications/working conditions such as a specific medical procedure or sign language and/or working conditions such as participating in a swimming or home programming.

Step 3 – Assignment of Positions

- a) At the school of their choice on placement day, permanent employees in order of seniority will select a position for which they are qualified and have the required competencies.
- b) Employees who reject all vacant positions will not be assigned to a funded position and will be placed on district recall with no bumping rights and will proceed to Step 4.
- c) Any staff remaining without a funded position at the end of the placement process will proceed to Step 4.
- d) Permanent employees not in attendance will proceed to Step 4.

Step 4 – Posting of Vacant Funded Positions

No later than seven (7) working days following the completion of Step 3, a list of vacant funded positions will be posted electronically for a period of three (3) working days. All permanent employees including those on the District Recall List may apply for any of the vacant positions for which they have the qualifications and competencies. Placement will occur in accordance with Article 15.2;

A list of permanent employees remaining on the District Recall List will be provided to the Union by September 15th.

General

Employees employed in the Program Unit Funding (PUF) are classified based on special education codes. Given that PUF is normally provided only for one (1) school year, employees will be automatically re-classified as EA2 – PUF 47 at the end of the school year. Re-assignment within

the PUF program will be made as the grant applications are processed and approved by Alberta Education.

It is understood that individual children/students shall not be attached or referred to in any specific position or employees as part of the placement procedure.

The employer will endeavour to inform employees of their planned assignment for the next school year once the placement procedure has been completed and before the end of the school. Both parties clearly understand that such information would only be preliminary and subject to change.

In circumstances where an employee works with an individual student, such placement shall normally not exceed two (2) consecutive school years. Such cases will be on a case-by-case basis depending on the student's needs.

Placement for the Child Care Services sub-group will be held separately, using the same procedure outlined in this Article.

Employees in the Aboriginal Learners and Journeyman/Technical Instructional Program are excluded from the Placement between School Years procedure.

The employee shall have the right to access union representation throughout the process.

16.4 Recall list

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

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

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

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

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

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

16.6 No New Employee

No new employees shall be hired to a permanent, temporary, or casual position until those laid off who are qualified to do the work have been given an opportunity of recall under Article 16.4.

ARTICLE 17 – HOURS OF WORK

17.1 Work Calendar and Schedule

Employment shall be based on the following work calendar:

- a) Administrative Support – sub group a:
210 Days unless otherwise designated for the position
- b) Administrative Support - sub groups b, c and d:
5 days per week – 12 months per year
- c) Custodial and Maintenance:
5 days per week – 12 months per year
- d) Instructional Support - Sub groups a, b, c and d:
Instructional days plus five (5) days
- e) Instructional Support – Sub group e:
Child Care Services scheduled days plus two (2) days

17.2 Definition of Full-Time Position

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

Full-time positions are defined as follows:

- a) Administrative Support:
seven (7) hours per scheduled workday
- b) Maintenance:
forty (40) hours per week

17.6 Shift Differential

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

The Employer will notify the Union of the establishment of new evening, night and other shifts. The shift premium hourly rates shall be as follows:

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

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

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

17.7 Acting Assignments

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

17.8 Banking

For local banking, postal service and purchasing, the principal shall appoint one (1) person (normally their administrative assistant or business manager) to conduct the above business. This person shall be entitled to the following allowance in lieu of reimbursement provided for under the Employer's travel policy:

- \$40.00 monthly allowance based on verified travel logs.

Person designated shall use their own private vehicle and shall maintain a record (log) of their travel.

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

Claim for reimbursement must be submitted no later than 60 days after the end of the month covered.

17.9 Additional hours of work:

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

17.10 Summer Schedule for Maintenance and Custodial

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

ARTICLE 18 – OVERTIME

18.1 All time authorized by the Employer and worked by the employee in excess of eight hours per day and forty (40) hour per working week shall be considered overtime.

18.2 Overtime hours shall be authorized in such manner and by such persons as directed by the Employer.

18.3 Overtime Rate

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

- a) One and on half (1.5) times their regular hourly rate.

- b) Two (2) times their regular hourly rate for the Custodial and Maintenance group.

18.4 Time in Lieu

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

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

18.5 Flex Time

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

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

In such cases, the following conditions shall apply:

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

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

18.6 Call Out

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

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

18.7 Division of Overtime

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

ARTICLE 19 – NAMED HOLIDAYS

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

- a) New Year's Day
- b) Family Day
- c) Good Friday
- d) Easter Monday
- e) Victoria Day

- f) Canada Day
- g) Alberta Heritage Day (August)
- h) Labour Day
- i) Thanksgiving Day
- j) Remembrance Day
- k) Christmas Day
- l) Boxing Day

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

19.2 Paid Holiday Eligibility

Eligibility will be determined in accordance with current Alberta Employment Standards Code as amended from time to time.

19.3 Compensation for Holidays Falling on Saturday/Sunday

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

ARTICLE 20 – VACATION

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

Twelve (12) Months Employees

Vacations hours will be accrued on every pay at a rate equivalent to:

- During the first and second year of service: 2 weeks per year
- After two (2) years of continuous service: 3 weeks per year
- After eight (8) years of continuous service: 4 weeks per year
- After fifteen (15) years of continuous service: 5 weeks per year

Ten (10) & Eleven (11) Months Employees

Vacations pay in lieu of vacation time will be paid on every pay at the following rates:

- During the first and second year of service: 4 %
- After two (2) years of continuous service: 6 %
- After eight (8) years of continuous service: 8 %
- After fifteen (15) years of continuous service: 10 %

It is understood between the parties that vacation increases will be available on the next regular pay cycle after their anniversary date.

Changes shall be made on anniversary date adjusted for active service/non-medical leave without pay or benefits greater than twenty (20) working days or one (1) calendar month.

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

20.3 Vacation Pay on Termination

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

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

20.4 Vacation Schedules – Twelve (12) Month Employees

The Employer will ask employees to submit their summer vacation preferences by 31st of January each year. The Employer will endeavour to post an approved Vacation Schedule no later than 15th of March of each year.

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

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

20.5 Sickness on Vacation Leave

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

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

ARTICLE 21 – SICK LEAVE PROVISIONS

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

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

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

Effective September 1st, 2018, the unused portion of annual sick leave earned shall accumulate at the completion of each year of continuous service with the Employer, except in the case of leave of absence, to the credit of each employee to a total maximum of eighty (80) work days.

The one remaining employee, under the grandfather agreement, will continue to be entitled to sick leave of ninety (90) cumulative calendar days.

21.3 If an employee is absent from scheduled work days to obtain necessary medical or dental treatment, or because of accident, disability or illness such time shall be deducted from their accumulated sick days. Necessary medical treatment is limited to non-elective treatment covered under the provincial health services.

21.4 When an employee is eligible for benefits under the long-term disability insurance plan, with a ninety (90) continuous calendar days of illness or medical disability qualifying period, the employee shall stop collecting sick leave and no further sick leave days or salary shall be paid.

Where the Long-Term Disability Plan recognizes successive periods of disability from a single cause during the qualifying period, no further sick leave days or salary shall be paid once the elimination period criteria has been satisfied.

21.5 When an employee terminates employment with the Employer, all sick leave entitlements contained in this article are cancelled.

21.6 Employees reporting off sick shall do so to their immediate supervisor as early as possible (unless unusual circumstances do not permit) before the commencement of their duties.

21.7 An employee who is absent from duty to obtain necessary medical or dental treatment, or because of accident, disability or sickness may be required to present a signed statement or medical certificate upon request. The Employer may require medical notes or certificates. The Employer will reimburse employees the cost to obtain medical certificates when requested by the Employer.

21.8 Sick leave without pay may be granted at the discretion of the Employer.

- 21.9 Sick leave benefits are earned and paid on an hourly basis based on the employee's regular scheduled hours of work.

ARTICLE 22 – LEAVE OF ABSENCE

- 22.1 All leave of absences shall be without pay unless otherwise stated in this Agreement or provided elsewhere by the Employer. Only permanent employees are entitled to paid leave where provided in this Agreement.

- 22.2 Applications, in writing, for leave of absence may be granted at the discretion of the Employer.

22.3 **Critical Illness and Funeral Attendance and Bereavement Leave with Pay**

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

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

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

For the funeral of any of the above:

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

For combined critical illness and death:

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

For the death of a spouse, son or daughter, son or daughter in-law, brother or sister, parent, grandchild, or grandparent of the employee or employee's spouse for an employee who does not access funeral leave, up to three (3) days of bereavement leave shall be provided.

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

22.4 **Maternity Leave**

An employee who is a birth mother is entitled to 15 weeks of maternity leave immediately followed by 37 weeks of unpaid parental leave. If both parents are employed by the Board, the parental leave may be accessed by one of the parents or shared between the parents. However,

the Board is not required to grant parental leave to both parents at the same time. Maternity leave shall commence at a time determined by the employee but no later than on the date of birth of the child.

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

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

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

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

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

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

When possible, written notice should be forwarded to the Human Resources Department three (3) months prior to the expected date of delivery. Written notice must be provided at least two (2) months prior to the expected date of delivery.

Employees shall ensure that the District has their most current contact information during the leave period.

Parental Leave

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

22.5 Personal Leave

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

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

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

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

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

22.6 Medical Needs of Dependent Child or Spouse

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

- a) To provide for the needs of a dependent child or spouse during an illness, or;
- b) To accompany a spouse or dependent child referred to a specialist of health care beyond the limits of the Regional Municipality of Wood Buffalo. Such entitlement shall only be provided for non-elective medical treatment and only if the attendance of the employee is required for valid medical reasons. A copy of the referral by a medical doctor or dentist may be requested. In cases where additional time off is required under 22.6 (b) and where the employee has exhausted all other applicable leave with pay entitlements, additional leave with pay and benefits may be granted by the Superintendent or designate and such leave shall not be unreasonably denied.

22.7 Convocation/Citizenship Leave

An employee may be granted up to one (1) day of leave with pay for travel to attend the convocation of a child, spouse or self from a recognized post-secondary institution, high school, or a Citizenship ceremony held outside the community.

If such convocation is held in the community during working hours, the employee shall be granted time-off with pay to attend the actual convocation and/or Graduation Mass.

22.8 Travel Delay

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

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

22.9 Other Emergent Leave

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

22.10 Extended Leave

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

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

22.11 Paid Jury or Subpoenaed Leave

The Employer will grant a leave of absence to an employee who serves as a juror or is a subpoenaed witness in any proceedings authorized by law to compel their attendance. The Employer shall pay such an employee the difference between their normal earnings for regular scheduled working hours and the payment the employee received for jury service or subpoenaed witness, excluding payment for travelling, meals or other expenses.

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

22.12 Union Leave

- a) Upon request to the Director of Human Resources at least five (5) working days in advance, employees elected or appointed by the Union may be provided Union Business Leave without loss of pay and benefits for:
 - i. Attendance at Union sponsored conventions, conference or other educational workshops;
 - ii. Other Union related business such as local executive or membership meetings.

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

- b) Prior to the commencement of each school year the Union shall advise the Employer of the amount to be paid to the President of the Union for Union duties to be performed in

that school year. This amount shall be pro-rated over twelve months and included in payroll calculations and procedures.

The Union will provide the Employer with the President's Union leave schedule at least 3 months in advance, where possible.

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

- c) The Chief Shop Steward of the Union shall be paid for an additional twelve (12) days at their regular rate of pay for Union leave days scheduled outside the employee's work schedule. The Union will provide the Employer with the dates these days are to be paid at least three (3) months in advance, where possible.
- d) Upon written request, the Employer shall allow leave of absence without pay so that the employee may be a candidate in a Federal or Provincial election. Employees may continue benefits through the Employer at the employee's cost. If elected, the employee shall be granted leave of absence without loss of seniority for the term of the elected office.
- e) In the event of an employee being elected to a full-time executive position to a National or Provincial Labour Organization to which the Local Union is affiliated to or chartered by, they shall be given leave of absence for a period of up to two (2) years and extended in the event of re-election.
- f) Leave of absence without pay for full-time Union employment shall be granted under the following conditions:
 - i. In the event that an employee becomes a full-time official of the Local Union, they shall be granted leave of absence for the purpose of carrying out the duties of their office. Such leave shall be deemed not to interrupt the employee's continuity of service. Upon notification of not less than two (2) months to the Employer, the Employer agrees to provide an equivalent paid position upon return of such a person.
 - ii. Upon application, the Employer shall agree to allow leave of absence for full-time duties with the CUPE National Organization for up to one (1) year and may be extended in writing with thirty days' notice.

Thirty (30) days' notice before commencement of such full-time or part-time duties and sixty (60) days' notice before return to work shall be provided. The Employer agrees to provide an equivalent paid position upon return of such a person.

- g) The Employer will continue all applicable benefits of the employee on leave, to the extent allowed by the policy or plan providing the employee continues to contribute their premium(s) or contribution(s) in accordance with the applicable plan(s) or policies. The

Union shall fully reimburse the Employer their premium and/or contribution costs during the period of absence. Policy or plan restrictions will be applicable.

- h) The Union shall reimburse the Employer for all pay and benefits during the period of absence contemplated in (b), (c), (f) or (g) above.

22.13 Union Negotiating Committee

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

22.14 Membership Meetings

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

- 22.15 For Union Executive members or Stewards required to meet with the Employer, the cost in excess of the regular wages for time involved shall be shared equally (50% each) by the Union and the Employer. This clause does not apply to the Local Union President or Chief Shop Steward; i.e. no additional compensation shall be paid by the employer for any such Union involvement.

ARTICLE 23 – PAYMENT OF WAGES

- 23.1 The Employer shall pay salaries and wages biweekly in accordance with Schedule "A" attached hereto, and forming part of this Agreement.

- 23.2 Custodial and Maintenance group employees shall be paid at their "Job Rate" after successfully completing their probation.

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

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

- 23.3 On each payday each employee shall be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions.

23.4 Included in the hourly rates at Schedule "A" is a Northern Travel Allowance (NTA) paid at a rate equivalent to ten percent (10%) of gross annual regular salary. The total amount designated as a Northern Travel Allowance will not exceed two thousand four hundred dollars (\$2,400) per annum. This allowance is paid to compensate for the cost of travelling to and from the Regional Municipality of Wood Buffalo for medical and other reasons. This designation only applies to permanent employees.

23.5 Compensation of Mileage

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

ARTICLE 24 – EMPLOYEE GROUP BENEFITS PLANS

24.1 The Employer shall contribute eighty percent (80%) of the monthly premium for permanent employees for the group benefit plan sponsored by the Board for the Custodial and Maintenance group employees and seventy-five percent (75%) for all other employees.

Effective September 1st, 2018, the Employer shall contribute eighty percent (80%) of the monthly premium for all permanent employees for the group benefit plan sponsored by the Board.

24.2 The Employer shall continue to contribute 100% of the monthly premiums for permanent employees that were eligible for that level of contribution as of August 31, 2001.

24.3 The group benefit plan shall include:

- a) An Extended Health Care (EHC) Plan equivalent to the Alberta School Employees Benefit Plan (ASEBP) EHC Plan 1. The plan will include a direct billing option, a maximum dispensing fee and will be based on a least cost alternative (LCA) pricing;
- b) A Vision and Hearing Aid Care Plan equivalent to the ASEBP Vision and Hearing Aid Care Plan 3;
- c) A Dental Care Plan equivalent to the ASEBP Dental Care Plan 3. Reimbursement of eligible dental costs will be made in accordance with the Blue Cross Usual and Customary Dental Fees Schedule or equivalent.
- d) A Long-Term Disability (LTD) Plan and equivalent to the ASEBP Extended Disability Benefit Plan D;
- e) A Life, Accidental Death and Dismemberment (AD&D) insurance plan equivalent to the ASEBP Insurance Plan 2.
- f) Participation to the LTD and Life and AD&D Insurance Plan shall be mandatory for eligible permanent employees.

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

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

24.6 Pension Plan

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

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

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

24.8 Health Spending Account

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

b) An eligible employee under this provision means an active employee with at least one (1) year of full service as of October 1 of each plan year and is working with a minimum of twenty (20) hours per week.

c) On October 1, employees who are on leave of absence without pay and have been for the previous ten (10) working days, or who are receiving disability payment from the WCB or the Long-Term Disability Insurance Plan Provider are not considered to be active.

d) On November 1 of each year the Employer will contribute credits in the amount of four hundred and eighty dollars (\$480) to the Health Spending Account for each eligible employee, for the benefit of that employee and his/her dependent(s).

Effective September 1, 2017, the Employer will contribute credits in the amount of six hundred dollars (\$600) to the Health Spending Account for each eligible employee, for the benefit of that employee and his/her dependent(s).

e) Employees leaving the employ of the Board for any reason will forfeit any remaining balance, subject to the applicable run off provisions of the plan.

24.9 Continuation of Benefits during initial 3 month lay off period

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

24.10 Continuation of Benefits for 10 and 11 month employee benefits during July and August.

Benefits for eligible employees shall be maintained during the months of July and August providing that the employee's share of the premium cost during the period are paid in advance through payroll deductions in the two pays of June.

24.11 Benefits during Maternity and Parental Leave

For the duration of the Maternity Leave, the Employer shall continue to pay the Employer's portion of the employee's benefit plan premiums as per Article 24 providing the employee provides an acceptable pre-authorized automatic monthly payment method prior to the expiration of benefit coverage or birth of child, whichever comes first.

The Employee will be notified at least one (1) month before the end of the Maternity Leave with the option to continue their existing benefit coverage during the entire period of the Parental Leave with one hundred percent (100%) of the premiums paid by the employee.

Failure to respond and provide the acceptable pre-authorized automatic monthly payment method prior to the expiration of the Maternity Leave will cause the coverage to lapse without any possibility of reinstatement during the full period of the leave.

24.12 Benefits on Approved Leave of Absence

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

Failure to notify the Employer of changes to pre-authorized monthly payment method will cause the coverage to lapse without any possibility of reinstatement during the full period of the leave. The Employer shall make reasonable attempts to contact the employee and shall consider extenuating circumstances.

ARTICLE 25 – JOB RELATED UPGRADING COURSES & IN-SERVICE ACTIVITIES

25.1 In-service Activities

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

25.2 Upgrading Courses

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

- a) On the approval of the Superintendent or designate, a permanent employee may be eligible for reimbursement of tuition fees for courses leading toward a certificate in the area of job assignment.
- b) Eligibility will be based on:
 - i. The course/courses are taken at a recognized educational institution, or course/courses are recognized by an educational institution as being applicable toward a certificate in the area of job assignment.
 - ii. The employee successfully completes the course.
- c) Reimbursement shall be made in the following manner:
 - i. Full reimbursement on successful completion of course, conditional to employee remaining with the District for a three-year tenure period.
 - ii. Should the employee leave the employ of the District prior to the three-year period, a prorated portion is reimbursable to the Employer.
 - iii. Only the compulsory tuition fee/cost is eligible for reimbursement.
- d) Written application for course approval is required three (3) weeks in advance of course registration.
- e) The Employer may approve an unpaid leave of absence for daytime study if night courses are unavailable. Written requests should be submitted to the Director of Human Resources at least thirty (30) days in advance of attendance unless exceptional circumstances apply.

25.3 Professional Development:

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

ARTICLE 26 – RECOGNITION OF EXPERIENCE AND EDUCATION

26.1 Experience – Administrative Support Group

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

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

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

26.2 Education – Instructional Support Group

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

ARTICLE 27 – CLOTHING AND EQUIPMENT ALLOWANCE

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

27.2 Permanent employees in the maintenance department may be provided their personal safety equipment directly through the Employer at no charge. The employee may also elect to purchase their own equipment or clothing including work boots and be reimbursed actual cost to a maximum of two hundred fifty dollars (\$250) per year upon submission of receipts.

27.3 When an employee is required to participate in a swim program, the Employer shall reimburse the employee for the cost of aquatic gear required for the program, per school year to a maximum of one hundred and twenty-five dollars (\$125), upon submission of a receipt. Eligibility for this allowance is limited to employees who are required to participate in pool activities as part of their regular duties.

ARTICLE 28 – GENERAL CONDITIONS

28.1 Bulletin Boards

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

ARTICLE 29 – HEALTH AND SAFETY

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

29.2 To this end, a Joint Health and Safety Committee will be established consistent with Employer policies and procedures and applicable legislation.

29.3 The Joint Health and Safety Committee shall meet upon request of either party at a time mutually agreeable between the parties.

ARTICLE 30 – BENEFIT AND BINDING

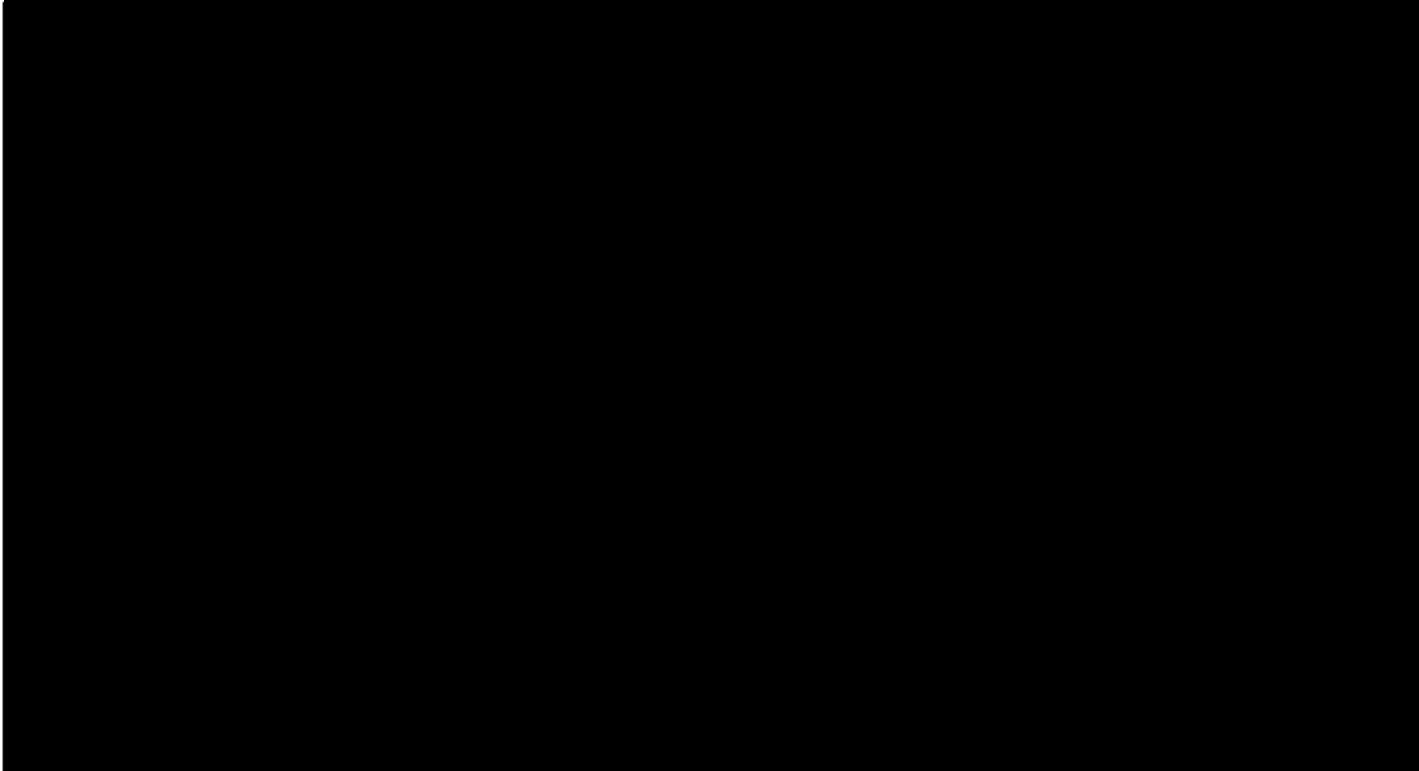
This Agreement and everything herein contained shall ensure to the benefit of and be binding upon the parties hereto, their successors and assigns respectively.

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

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

SIGNED, SEALED AND DELIVERED
in the presence of:

**FORT MCMURRAY CATHOLIC BOARD OF
EDUCATION**



SIGNED THIS 26 DAY OF OCTOBER, 2017

Wages:

No grid increases during the first two years of this agreement (Sept. 1, 2016 – Aug. 31, 2018) *except:*

1. If a general salary increase(s) is provided to District teachers in either the first year (September 1, 2016 to August 31, 2017) or second year (September 1, 2017 to August 31, 2018) exceeds 0%, the general salary increase(s) negotiated under that comparator agreement will be applied to the wage grid of the Collective Agreement in the first year or the second year respectively, and effective the same date(s) as provided to District teachers.
2. If a new lump sum payment(s) for District teachers in either the first year (September 1, 2016 to August 31, 2017) or second year (September 1, 2017 to August 31, 2018) is negotiated, the newly negotiated lump sum payment(s) provided to District teachers will be applied to the Collective Agreement in the first year or the second year respectively, and effective the same date(s).
3. September 1, 2018 – 1.0% lump sum payment; the amount of the lump sum payment is based upon all regular hours worked in the preceding year at the employee's rate of pay on August 31, 2018.
4. September 1, 2018 – wage and benefits re-opener
5. September 1, 2019 – wage and benefits re-opener

SCHEDULE "A" – INSTRUCTIONAL & ADMINISTRATIVE WAGE GRID

Effective September 1, 2016

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

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

SCHEDULE "B" – INSTRUCTIONAL & ADMINISTRATIVE CLASSIFICATIONS

INSTRUCTIONAL SUPPORT

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

ADMINISTRATIVE SUPPORT

Classification	Positions/Assignments
Administrative Support 1	Community Host
Administrative Support 2	Mail/Courier Delivery
Administrative Support 3 (empty)	
Administrative Support 4	District Secretary, School Assistant Secretary, Library Clerk
Administrative Support 5	Administrative Assistant (High School Counselling / Special Needs) Community Program Co-ordinator, Summer School Co-ordinator
Administrative Support 6	Student Information Co-ordinator (High School) Office Co-ordinator (High School) School Administrative Co-ordinator (Elementary / Junior High) Business Co-ordinator

SCHEDULE "C" – CUSTODIAL & MAINTENANCE WAGE GRID AND CLASSIFICATION

Effective September 1, 2016

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

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

LETTER OF UNDERSTANDING #1

BETWEEN

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

AND

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

Re: Fort McMurray Allowance

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

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

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

And whereas Alberta Human Services may set different FMA eligibility conditions for childcare workers;

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

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

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

Eligibility

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

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

Full-time equivalency

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

Amount of Allowance

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

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

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

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

Prorated allowance amount

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

{Monthly FMA amount X days worked x 1/20}

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

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

Child Care Services

Notwithstanding the above, employees in the Instructional Support - Child Care Services sub-group (e) may be subjected to different FMA eligibility criteria and calculations. Eligible employees will be paid the highest of the monthly FMA amount calculated under either the eligibility criteria set by Alberta Education or by Alberta Human Resources (for Child Care Services workers) to a maximum of the monthly FMA amount.

Payment of the allowance

The allowance shall be paid to eligible employees on a bi-weekly basis and pro-rated in the most effective and efficient manner.

The payment of the FMA shall also be subjected to the following:

- a. Legislated tax and other payroll deductions will be applied at source;
- b. FMA is not payable to an employee on a leave of absence without pay;
- c. FMA will be excluded from the calculation of:
 - i. pensionable income;
 - ii. severance pay; and
 - iii. insurable salary for life insurance and long-term disability benefits.

SIGNED, SEALED AND DELIVERED
in the presence of:

FORT MCMURRAY CATHOLIC
BOARD OF EDUCATION

SIGNED THIS 20 DAY OF OCTOBER, 2017

LETTER OF UNDERSTANDING #2

BETWEEN

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

AND

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

Re: New Schools & Staffing

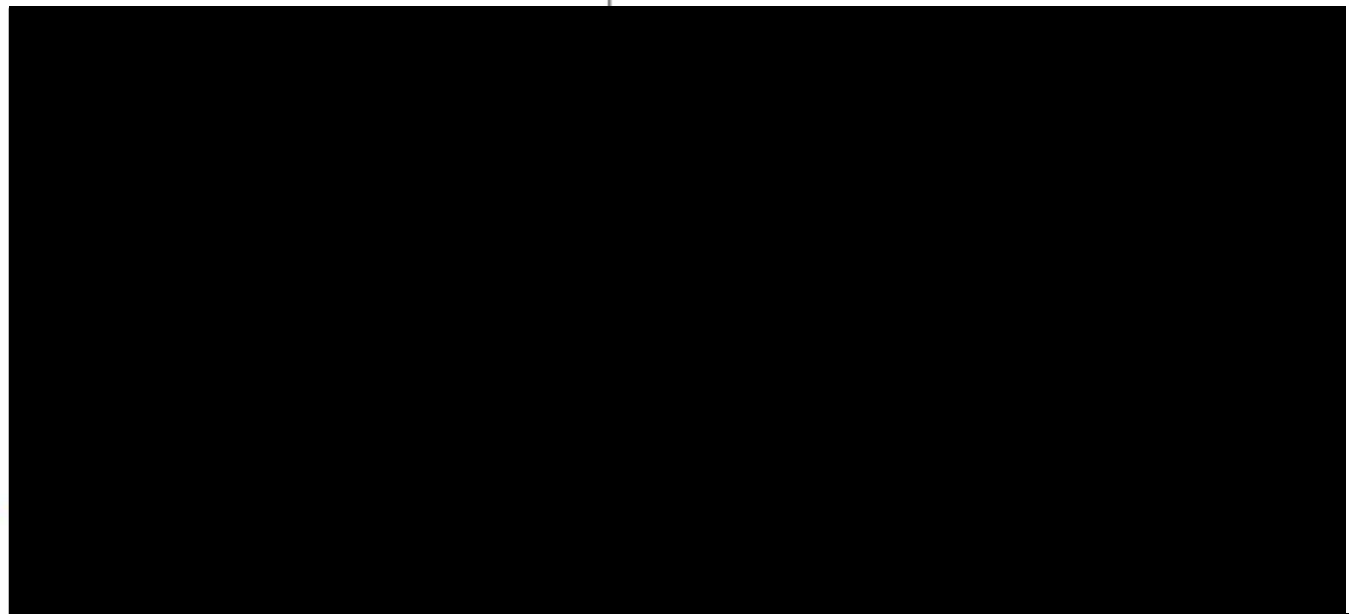
Any new Catholic School solely operated by the Employer in Fort McMurray will be staffed by employees covered by the Union during the term of this Agreement;

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

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

SIGNED, SEALED AND DELIVERED
in the presence of:

**FORT MCMURRAY CATHOLIC
BOARD OF EDUCATION**



SIGNED THIS 26 DAY OF OCTOBER, 2017

LETTER OF UNDERSTANDING #3

BETWEEN

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

AND

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

Re: Job Security

All permanent employees employed as of the date of signing this letter will not lose their employment nor have their regular hours of work reduced during the term of this Collective Agreement. This does not preclude the reduction of staff through retirement, resignation or dismissal for just cause;

Regular hours exclude temporary hours assigned for the school year.

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

SIGNED, SEALED AND DELIVERED
in the presence of:

**FORT MCMURRAY CATHOLIC
BOARD OF EDUCATION**

SIGNED THIS 26 DAY OF OCTOBER, 2017

LETTER OF UNDERSTANDING #4

BETWEEN

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

AND

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

Re: Northern Living Allowance

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

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

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

SIGNED THIS 26 DAY OF OCTOBER, 2017

LETTER OF UNDERSTANDING #5

BETWEEN

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

AND

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

Re: Childcare Services Funding

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

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

SIGNED, SEALED AND DELIVERED
in the presence of:

**FORT MCMURRAY CATHOLIC
BOARD OF EDUCATION**

SIGNED THIS 26 DAY OF OCTOBER 2017

LETTER OF UNDERSTANDING #6

BETWEEN

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

AND

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

Re: Joint Job Evaluation and Reclassification Committee

The parties hereby agree to establish terms and conditions for a Joint Job Evaluation Committee. Between date of signing this collective agreement and January 31, 2018, the Committee will meet to discuss and may make recommendations regarding:

1. Review of current job descriptions;
2. Review of current job assignments;
3. Matching and modifying descriptions and assignments;
4. Review of the educational component to the salary grid;
5. Appropriate modifications per (4) above;
6. Other issues related to matching job assignments, job descriptions and grid revision.
7. Creation of a standing classification review committee, with practical and efficient forms, operating procedures and terms of reference.
8. Any other issues that the parties agree to discuss that fit the mandate of this exercise (such as the requirement for additional hours for certain positions based on such factors as job assignments/descriptions and "student codes")

The Parties shall include no more than three (3) representatives from each party, as well as the Employer's advisory consultant and the CUPE National Representative.

SIGNED, SEALED AND DELIVERED
in the presence of:

**FORT MCMURRAY CATHOLIC
BOARD OF EDUCATION**

SIGNED THIS 26 DAY OF OCT, 2017

LETTER OF UNDERSTANDING #7

BETWEEN

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

AND

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

JOINT BENEFITS REVIEW COMMITTEE

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

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

It is understood that the objective of the Committee is to find an effective balance between costs and benefits and thereby reducing cost of premiums if possible.

SIGNED, SEALED AND DELIVERED
in the presence of:

**FORT MCMURRAY CATHOLIC
BOARD OF EDUCATION**

SIGNED THIS 26 DAY OF OCT, 2017

LETTER OF UNDERSTANDING #8

BETWEEN

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

AND

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

Re: Alberta Health Care Plan

In the event that the Alberta Government reintroduces the "Alberta Health Care Plan", or other such named plan, the Employer shall contribute eighty percent (80%) of the monthly premium for the Plan for all employees.

SIGNED, SEALED AND DELIVERED
in the presence of:

**FORT MCMURRAY CATHOLIC
BOARD OF EDUCATION**

SIGNED THIS 26 DAY OF OCT, 2017

LETTER OF UNDERSTANDING #9

BETWEEN

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

AND

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

Re: Staff Shall have Access to E-Serve

The parties agree that all staff shall have access to e-serve for day-to-day use regarding assignment of working hours, leave requests, etc.

All maintenance and custodial staff will be trained on e-serve no later than December 31, 2018.

SIGNED, SEALED AND DELIVERED
in the presence of:

**FORT MCMURRAY CATHOLIC
BOARD OF EDUCATION**

SIGNED THIS 24 DAY OF OCT, 2017