

SOURCE	Union		
EFF.	95	09	01
TERM.	98	08	31
No. OF EMPLOYEES	240		
NO. JABRE D'EMPLOYÉS	9N		

MEMORANDUM OF AGREEMENT

Between

Fort McMurray School District #2833

and

Canadian Union of Public Employees Local 2545

This document contains changes to the CUPE Collective Agreement as previously signed off and Schedule A attached as hereupon agreed between the above parties.

Dated this 31st day of January, 1997

MAY 21 1997

10539(01)

MEMORANDUM OF AGREEMENT

September 1, 1995 - August 31, 1998

We, the undersigned, representing:

- a) Fort McMurray School District #2833
- b) Canadian Union of Public Employees Local 2545

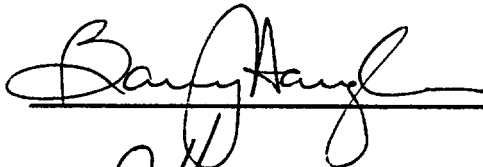
do hereby declare that the document changes are herein as agreed upon.

Fort McMurray School District #2833

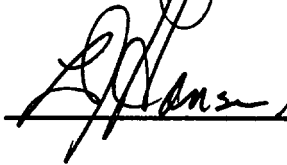
Canadian Union of Public Employees
Local 2545





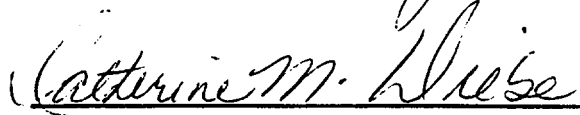







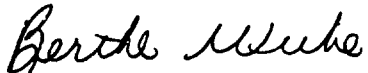












1995/96 CUPE CONTRACT NEGOTIATIONS

SIGN OFF FORM

The following Clause or Article has been reviewed by both parties and is agreed to. Once the entirety of the contract has been finalised, this Clause or Article will form part of the new Contract.

1.01 Duration

This Agreement shall be binding and remain in effect from the 1st day of September AD 1995 to the 31st day of August AD 1998.

Dated: January 31, 1997

Employer Negotiators:

[Signature]
[Signature]
[Signature]

CUPE 2545 Negotiators:

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

1995/96 CUPE CONTRACT NEGOTIATIONS

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The following Clause or Article has been reviewed by both parties and is agreed to. Once the entirety of the contract has been finalized, this Clause or Article will form part of the new Contract.

2.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees Local **2545** as the sole and exclusive collective bargaining agent for all employees of the employer according to Certificate No. **598-92** or amendments thereto issued by the Labour Relations Board of Alberta, and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning matters affecting the relationship between parties.

Dated: April 12/96

Employer Negotiators:

CUPE 2545 Negotiators:

[Signature]
Barry Anglin
[Signature]

[Signature]
Kathryn Hobbs
Depl Price
Yvonne Greene
Deb Klabeck

1995/96 CUPE CONTRACT NEGOTIATIONS

SIGN OFF FORM

The following Clause or Article has been reviewed by both parties and is agreed to. Once the entirety of the contract has been finalized, this Clause or Article will form part of the new Contract.

5.05 Member Status

The Local Union President shall be notified monthly, with copies to the Secretary of the Union, of all appointments, hirings, layoffs, transfers, recalls, extended leaves of absences and termination of employment in conjunction with forwarding the dues deductions.

Dated: May 8, 1996

Employer Negotiators:

[Signature]
[Signature]
[Signature]

CUPE 2545 Negotiators:

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

1995/96 CUPE CONTRACT NEGOTIATIONS

SIGN OFF FORM

The following Clause or Article has been reviewed by both parties and is agreed to. Once the entirety of the contract has been finalized, this Clause or Article will form part of the new Contract.

9.02 Union Bargaining Committee

A Union Bargaining Committee shall be appointed and consist of not more than five (5) members of the Union. The Union will advise the Employer of the Union nominees to the Committee.

Employee representatives of the Union shall not suffer any loss of pay or benefits for time involved in collective bargaining with the Employer.

The Union shall not be billed for this time.

The Union may appoint an **alternate** member, who shall be allowed to attend all bargaining meetings with the Employer. The Alternate Member shall be granted Leave of Absence in accordance with the provisions of Article 22.02. The Union shall **be** billed for wages and benefits for the Alternate Member.

Dated: apr. 12/96

Employer Negotiators:

[Signature]
Barry Ayles
[Signature]

CUPE 2545 Negotiators:

[Signature]
Kathryn Hobbs
Donna Price
Yvonne Greene
Deb Klabert

1995/96 CUPE CONTRACT NEGOTIATIONS

SIGN OFF FORM

The following Clause or Article has been reviewed by both parties and is agreed to. Once the entirety of the contract has been finalized, this Clause or Article will form part of the new Contract.

13.04 Written Notice of Dissatisfaction:

The Employer shall notify an employee, in writing, of any dissatisfaction concerning their work within two (2) weeks of becoming aware of the event of the complaint. The employee may reply to such complaints, accusations or expressions of dissatisfaction within two (2) weeks. The Employer's letter and the employee's reply will become part of the record. The secretary of the Union shall be given a copy of the warning.

The record of an employee shall not be used against them at any time after twenty-four (24) months following any letters of warning, reprimands, suspensions or other disciplinary action, provided no subsequent disciplinary actions are issued to the employee within this twenty-four (24) month period. All letters of warning, reprimands, suspensions or other disciplinary actions will be removed from an employee's personnel file after two (2) years provided no subsequent related disciplinary actions are issued to the employee at that time.

Dated: May 8, 1996

Employer Negotiators:

[Signature]
Banghaugh
[Signature]

CUPE 2545 Negotiators:

[Signature]
Kathryn Hobbs
Daryl Price
Yvonne Greene
[Signature]

1995/96 CUPE CONTRACT NEGOTIATIONS

SIGN OFF FORM

The following Clause or Article has been reviewed by both parties and is agreed to. Once the entirety of the contract has been finalized, this Clause or Article will form part of the new Contract.

15.01 Filling of Vacant Positions:

- .1 When a vacancy occurs for a full-time or part-time position the Employer shall, within one (1) month notify the Union in writing that the position shall remain vacant, or else post the position in accordance with the following procedure:
 - (a) If the position is to be posted, or ~~if~~ a new permanent position is created inside the unit, the Employer shall be at liberty to immediately fill the position temporarily, but then shall forthwith post notice of the position on approved bulletin boards for a period of one (1) week to enable current employees to bid for the position.
 - (b) For Secretarial and School Based positions, in the event that the vacancy occurs, or the new position ~~is~~ created inside the unit between the last day of school and August 15, the position shall not be posted prior to the date upon which the school office reopens.
 - (c) A job posting will be deemed necessary when there has been a change in the duration or the hours of work for a job, except as allowed for in Article 16.02.

One (1) additional copy of the **job** posting shall be sent to the Union at the same time that the posting is made to the bulletin boards. In the event that no current employees, who made application, have the necessary qualifications and ability to fill the job, the Employer may employ someone who is not currently employed by the Employer.

It is understood that all internal applicants shall be considered prior to external applicants.

Any employee having transferred within the previous twelve (12) months must receive authorization from their supervisor prior to applying for any transfer which does not result in a promotion. This shall not apply if such prior transfer is Employer initiated.

- .2 When an employee is hired on a temporary basis and is later hired into that position on a permanent basis it shall be deemed that the term of temporary employment be applied to the probationary period as per Article 14.03.
- .3 When a position is vacant for a period in excess of six (6) months because the incumbent employee is away for any reason, the Employer may post and fill the position on a permanent basis.

Dated: May 9, 196

Employer Negotiators

[Signature]

Beryl Angl

[Signature]

CUPE 2545 Negotiators:

[Signature]

Kathryn Hobbs

Dale Pace

Yvonne Greene

[Signature]

1995/96 CUPE CONTRACT NEGOTIATIONS

SIGN OFF FORM

The following Clause or Article has been reviewed by both parties and is agreed to. Once the entirety of the contract has been finalized, this Clause or Article will form part of the new Contract.

15.05 Notification to Employee and Union

Within fifteen (15) working days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each Union applicant within the bargaining unit with copies to the Secretary of the Union.

Dated: May 8, 199

Employer Negotiators:

CUPE 2545 Negotiators:

[Signature]
[Signature]
[Signature]

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

1995/96 CUPE CONTRACT NEGOTIATIONS

SIGN OFF FORM

The following Clause or Article has been reviewed by both parties and is agreed to. Once the entirety of the contract has been finalized, this Clause or Article will form part of the new Contract.

16.02 **Order of Layoff:**

In the event of a layoff as a result of a shortage of work or reduction of regular hours of more than thirty (30) minutes, employees shall be laid off in reverse order of seniority and in accordance with the following procedure.

- .1 A laid off employee will first be given the opportunity to replace the least senior person within the same job category in the bargaining unit for which the laid off employee is qualified and has the ability to perform the work.
- .2 If no position is available within the same job category, the laid off employee will be given the opportunity to replace the least senior person in the bargaining unit for which the laid off employee is qualified and has the ability to perform the work.

It is understood that an employee has the right to equivalent hours of work from previously held positions.

In the event of a reduction of thirty (30) minutes or less per day, the affected employee will be given the option of remaining in the reduced position. If the employee refuses the reduction, the employee shall receive a notice of layoff in accordance with Article 16.05, and all placement options as provided for within Article 16 shall apply.

A reduction of thirty (30) minutes or less per day for any occupied position may occur no more than once during any given school year.

Dated: April 11, 1996

Employer Negotiators:

CUPE 2545 Negotiators:

[Signature]
Bandy Aung
[Signature]

[Signature]
Kathryn Hobbs
Donna Price
John G. Liberty
Yvonne Greene

1995/96 CUPE CONTRACT NEGOTIATIONS

SIGN OFF FORM

The following Clause or Article has been reviewed by both parties and is agreed to. Once the entirety of the contract has been finalized, this Clause or Article will form part of the new Contract.

17.03 **Teacher Assistants**

The regular work week for Teacher Assistants shall be five (5) days per week with a minimum of fifteen (15) hours per work week. Teacher Assistants shall work those hours as scheduled by the Employer. Teacher Assistants shall work all teaching and other days as required by the Employer.

Dated: May 9/96

Employer Negotiators:

[Signature]
Bang Kiang
[Signature]

CUPE 2545 Negotiators:

[Signature]
Kathryn Hobbs
Dee Price
Yvonne Beene
Dick Maherty

1995/96 CUPE CONTRACT NEGOTIATIONS

SIGN OFF FORM

The following Clause or Article has been reviewed by both parties and is agreed to. Once the entirety of the contract has been finalized, this Clause or Article will form part of the new Contract.

17.03.2 Special Needs Assistants

The work schedule for Special Needs Assistants is dependent upon the attendance of the student they are assigned to. Special Needs Assistants shall be given a minimum of forty-eight (48) hours advance notice in writing, as outlined in Article 17.07.2, when they are not required to work when their assigned student is not scheduled to be in attendance.

In such cases the displaced Assistant **shall** be given priority on the Substitute List, and shall be paid at the job rate for such substitute work.

Dated: Apr. 12, 1996

Employer Negotiators:

Bang Aung
Donna
R. Allen

CUPE 2545 Negotiators:

Angela
Kathryn Hobbs
Dore Price
Yvonne Greene
Debra Haberty

1995/96 CUPE CONTRACT NEGOTIATIONS

SIGN OFF FORM

The following Clause or Article has been reviewed by both parties and is agreed to. Once the entirety of the contract has been finalized, this Clause or Article will form part of the new Contract.

17.04 Caretakers and Day Custodians

The regular work week for full time caretakers will consist of five (5) days up to a maximum of forty (40) hours.

When the work week includes a shift that falls between **7:30 a.m.** Saturday and **7:30 a.m.** Monday, the employee will receive a weekend pay differential of twenty (20)cents per hour.

All hours worked beyond this regular work week will be considered overtime as defined in Article 18.01.

Dated: April 12, 1996

Employer Negotiators:

CUPE 2545 Negotiators:

Bang Haugh

Gene Juntel

[Signature]

Kathryn Hobbs

[Signature]

Dale Price

Yvonne Greene

Dee-Elaherty

1995/96 CUPE CONTRACT NEGOTIATIONS

SIGN OFF FORM

The following Clause or Article has been reviewed by both parties and is agreed to. Once the entirety of the contract has been finalized, this Clause or Article will form part of the new Contract.

17.06 Term of Employment

Within fifteen (15) working days of commencing work, all employees shall be advised, in writing with copies to the Secretary of the Union, of their hours of work and term of employment .

Dated: April 12/96

Employer Negotiators:

CUPE 2545 Negotiators:

[Signature]
Bonny Hough
[Signature]

[Signature]
Kathryn Hobbs
Daryl Price
Yvonne Sene
[Signature]

1995/96 CUPE CONTRACT NEGOTIATIONS

SIGN OFF FORM

The following Clause or Article has been reviewed by **both** parties and is agreed to. Once the entirety of the contract has been finalized, this Clause or Article will form part of the new Contract.

17.10 Hours of Work - Part-Time Employees

Part-time employees will work their hours within the regular work week.

Additional paid hours for part time employees are those hours worked in addition to the employee's regular work schedule which are still less than the regular work week as defined in this Article. Additional paid hours are not defined as overtime hours.

All hours worked beyond the regular work week will be considered overtime as defined in Article 18.01.

Dated: April 12/96

Employer Negotiators:

[Signature]
Barry Angel
[Signature]

CUPE 2545 Negotiators:

[Signature]
Kathryn Hobbes
Doyle Price
Yvonne Greene
Det. Glaherty

1995/96 CUPE CONTRACT NEGOTIATIONS

SIGN OFF FORM

The following Clause or Article has been reviewed by both parties and is agreed to. Once the entirety of the contract has been finalized, this Clause or Article will form part of the new Contract.

18.01 Definition of Overtime:

All time worked before or after the regular scheduled work day and the regular work week, or time worked on a holiday, shall be considered overtime, except as provided elsewhere in this agreement.

Dated: April 12/96

Employer Negotiators:

[Signature]
Barry Auf
[Signature]

CUPE 2545 Negotiators:

[Signature]
Kathryn Hobbs
Daryl Price
Yvonne Greene
Deb Glabestay

1995/96 CUPE CONTRACT NEGOTIATIONS

SIGN OFF FORM

The following Clause or Article has been reviewed by both parties and is agreed to. Once the entirety of the contract has been finalized, this Clause or Article will form part of the new Contract.

21.02 Sick Leave Entitlement - Short Term

Upon commencement of employment and after one (1) complete month of service, an employee shall be credited with six (6) working days of sick leave entitlement.

Additional sick leave entitlement shall be earned in the ensuing months at the rate of one and one half (1 1/2) days per month to a maximum of eighteen (18) days in the first year of employment.

Current employees who have completed one (1) year of service (at the signing of this agreement) shall be credited with six (6) working days of short term sick leave entitlement. Such entitlement is to be renewed annually *thereafter* on *September 1st of each year*.

Dated: April 11, 1996

Employer Negotiators:

CUPE 2545 Negotiators:

[Signature]
Barry Aung
[Signature]

[Signature]
Kathryn Hobbs
Dale Price
Deb Haberton
Gronne Greene

1995/96 CUPE CONTRACT NEGOTIATIONS

SIGN OFF FORM

The following Clause or Article has been reviewed by both parties and is agreed to. Once the entirety of the contract has been finalized, this Clause or Article will form part of the new Contract.

22.06 Parental Leave

22.06.1 Maternity Leave

Maternity leave shall be granted without pay in accordance with the Employment Standards Act. The Board shall establish and maintain a Supplementary Unemployment Benefit (S.U.B.) Plan for that portion of the Maternity Leave that is health related.

While on maternity leave and during the period of eligibility as defined by the Employment Standards Act, the premium cost for benefits as identified in Article 25 shall be covered by the Board.

Dated: April 12, 1996

Employer Negotiators:

Bang Aung
D. J. [unclear]
[unclear]

CUPE 2545 Negotiators:

[unclear]
Kathryn Hobbs
Daryl Pice
Yvonne Greene
Deb Mahoney

1995/96 CUPE CONTRACT NEGOTIATIONS

SIGN OFF FORM

The following Clause or Article has been reviewed by both parties and is agreed to. Once the entirety of the contract has been finalized, this Clause or Article will form part of the new Contract.

23.07 Severance Pay

An employee shall be given sixty (60) days notice and severance pay at the regular rate of pay for the position last occupied in accord with the term defined in the following chart if the Employer:

- .1 ceases wholly or partly the operation,
- .2 merges with another Employer,
- .3 eliminates a position as a result of technological change and new methods of operation as defined in Article 27.01,
- .4 eliminates a position as a result of contracting out of operation as defined in Article 28.01,

and the Employer *is* unable to provide work for the displaced employee at the same regular rate of pay in a comparable class of work, or

- .5 lays off any employee with 8 years or greater seniority and if the Employee chooses not to access the recall provisions provided for in Article 16.

Any employee eligible for severance pay as a result of one of the above mentioned actions will receive severance pay at the following rate upon written notice of acceptance by the employee:

		Maximum Available:
For the first five full years of employment:	One (1) week per year	5 Weeks
For the next five full years of employment:	Two (2) weeks per year	10 Weeks
For the next five full years of employment:	Three (3) weeks per year	15 Weeks
	Total of:	30 Weeks

up to a maximum amount equal to thirty (30) weeks of pay.

When an employee opts to receive severance pay, that employee will relinquish all rights under this collective agreement upon receipt of said severance pay.

Dated: May 9/96

Employer Negotiators:

Bryan Adams
A. Van

CUPE 2545 Negotiators:

Brynn
Kathryn Hobbs
Depl Pui
Yvonne Greene
Deb Glabert

1995/96 CUPE CONTRACT NEGOTIATIONS

SIGN OFF FORM

The following Clause or Article has been reviewed by both parties and is agreed to. Once the entirety of the contract has been finalized, this Clause or Article will form part of the new Contract.

24.04 Reclassification

- .1 Where an employee feels they are incorrectly classified, the employee may make application in writing, outlining reasons for their request for reclassification. Such application must be signed and submitted to the employee's immediate supervisor with a copy to the Human Resources Department.
- .2 The Secretary Treasurer (or designate) will respond in writing within five (5) working days.
- .3 If the parties are unable to agree on the reclassification, the employee may grieve the response in accordance with the grievance procedure outlined in this Collective Agreement.
- .4 The rate of pay will be subject to Schedule " A and will be retroactive to the time the position was first filled by the employee. ...

Dated: April 11, 1996

Employer Negotiators:

CUPE 2545 Negotiator:

[Signature]

[Signature]

[Signature]

Kathryn Hobbs

[Signature]

[Signature]

[Signature]

[Signature]

/

1995/96 CUPE CONTRACT NEGOTIATIONS

SIGN OFF FORM

The following Clause or Article has been reviewed by both parties and is agreed to. Once the entirety of the contract has been finalised, this Clause or Article will **form** part of the new Contract.

ARTICLE 25 - EMPLOYEE BENEFITS

25.01 Benefit Plans

All employees shall be covered by the Employers' Extended Health and Medical Care Plan which will provide for Alberta Health Care, Extended Health Care, Life and Long term Disability, Accidental Death and Dismemberment, and Dental Care; and the Local Authorities Pension Plan, as set out in the remainder of this Article. In order to be considered eligible employees must:

- o have completed ~~thirty-one~~ (31) calendar days of service with the Employer for all plans except Long Term Disability Benefits, and
- o have completed one (1) **full** year of service with the Employer in order to be eligible for Long Term Disability Benefits, and
- o work a minimum ~~of~~ twenty (20) hours per week as their regular work schedule.

25.02 Hospital and Medical Insurance

25.02.1 Alberta Health Care

Commencing one month and one day after ~~being~~ hired into a permanent position with the Employer, the Employer shall **contribute 100%** of the premium cost of the Alberta Health Care Plan for employees and their eligible dependants.

25.02.2 Extended Health Care

The first day following one month of active service the Employer shall **contribute 100%** of the premium cost for all eligible employees ~~of~~ the Alberta Blue Cross Extended Health Care Plan Group Policy **No. 19050**.



25.03 Life and Long Term Disability Benefits

- .1 The Employer shall contribute **100%** of the premium cost for Life Insurance. Employees shall contribute 100% of the premium cost for Long Term Disability. Life Insurance and Long Term Disability coverage is defined in the London Life Policy No. G-71785. Life Insurance coverage for all participating employees shall be four (4) times annual earnings to a maximum of \$300,000.
- .2 After one (1) year of service employees shall become eligible for Long Term Disability (LTD) coverage.
- .3 After ninety (90) continuous calendar days of disability the Long Term Disability Plan will take effect if applicable, and no further wage shall be paid until such time as the employee is able to return to the employee's previous position and fulfil the duties of that position.
- .4 An employee who wishes to resume working on the expiration of their Long Term Disability Benefits, and has been deemed fit to return to work by a physician, shall give the employer a doctor's certificate certifying their fitness to return to work and 2 weeks notice in writing of the day on which the employee intends to resume working for the employer and the employer shall:
 - o reinstate the employee in the position occupied at the time that the sick leave commenced, or, if the original position is not available,
 - o provide the employee with alternative work for which the employee has the qualifications and abilities

at not less than the same wages, entitlements and other benefits that had accrued to the employee to the date that sick leave commenced. This wage rate will be guaranteed for a period of twelve (12) months from the date of reinstatement, after which the employee's wage rate will be adjusted to match the job occupied at that time.

The employee may request reinstatement in accordance with this clause within twelve (12) months of the expiration of their Long Term Disability Benefits.

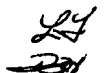
25.04 Accidental Death and Dismemberment

The Employer shall contribute 100% of the premium cost for basic Accidental Death and Dismemberment coverage as defined in the Citadel Assurance Group Policy No. 9215292 Accidental Death and Dismemberment Plan.

25.05 Dental Care

The Employer will make available the Alberta Blue Cross Dental Care Plan as outlined in the Alberta Blue Cross Group Policy No. 19050.

The Employer will contribute 100% of the costs per month for all eligible employees participating in the Alberta Blue Cross Dental Care Plan.



25.06 Pension Plan

Every employee who is eligible under the Local Authorities Pension Plan shall join the pension plan. The Employer and the employee shall make contributions in accordance with the provisions of the Plan.

Dated: January 29, 1997

Employer Negotiators:

[Signature]
Bang Haugh
[Signature]

CUPE 2545 Negotiators:

[Signature]
Celeste Landry
Berthe Weir
Catherine M. Wise
Dermot Caul

[Handwritten initials]

1995/96 CUPE CONTRACT NEGOTIATIONS

SIGN OFF FORM

The following Clause or Article has been reviewed by both parties and is agreed to. Once the entirety of the contract has been finalised, this Clause or Article will form part of the new Contract.

32.03 Retroactive Pay

Pay rates contained within Schedule A shall be deemed to be retroactive for all employees included in the bargaining unit as of the date of signing of this contract.

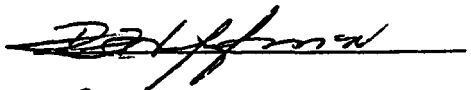
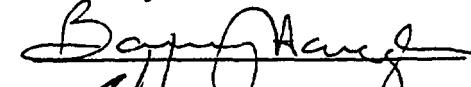
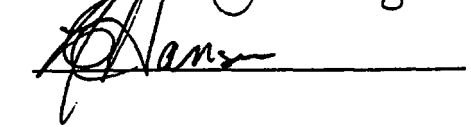
Employees who have left the employ of the Board during that period between the effective date of this Contract and the date of signing shall be entitled to a retroactive pay adjustment upon receipt of a written request within thirty (30) calendar days of the date of signing.

Any and **all** other provisions agreed upon during negotiations for this new contract are not considered retroactive.

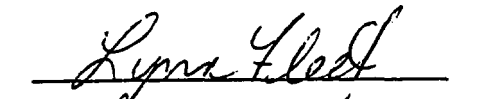

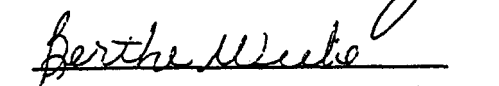


For the term of this Collective Agreement, retroactivity shall only apply from September 1, 1996.

Dated: January 29, 1997

Employer Negotiators:

CUPE 2545 Negotiators:

SIGN OFF FORM

The following Clause or Article has been reviewed by both parties and is agreed to. Once the entirety of the contract has been finalised, this Clause or Article will form part of the new Contract.

32.04 Days Off Without Pay

All staff within the scope of the Agreement except for those employees identified under the "Maintenance and Operations" section of Schedule A (who have a separate arrangement under a Letter of Understanding) shall take (4) days off without pay at times designated by Management.

Management reserves the right to determine whether Employees are in positions where their absence for a period of four (4) working days, or portion thereof, would place too much of a burden on other staff or on the operation of their department or school. Employees in positions so designated shall be exempt from taking four (4) days off without pay, or portion thereof, during the school year and shall, instead, have their annual vacation pay reduced by an amount equal to four (4) days pay, or portion thereof.

Where scheduled absences of students would otherwise cause an employee to be on layoff pursuant to Article 17.03.2, the first four (4) days of such layoff shall be considered days off without pay within the meaning of this Article.

Dated: January 29, 1997

Employer Negotiators:

CUPE 2545 Negotiators:

[Signature]
[Signature]
[Signature]

Lynn Fleet
Celeste Dandy
Berthe Weibe
Catherine M. Hies
Dermot Gault

1995/96 CUPE CONTRACT NEGOTIATIONS

SIGN OFF FORM

The following Clause or Article has been reviewed by both parties and is agreed to. Once the entirety of the contract has been finalized, this Clause or Article will form part of the new Contract.

33.05 School Based Employees

School Based Employees are those employees whose term of employment is tied to, and falls within, the school year.

School Based personnel are to be considered "permanent" employees as defined under Article 33.01, Permanent Employees.

Examples of staff affected by this definition would be Teacher Assistants, School Secretaries, Day Custodians and Facility Attendants.

Dated: April 12/96

Employer Negotiators:

CUPE 2545 Negotiators:

[Signature]
Benny Ang
[Signature]

[Signature]
Kathryn Hobbs
Daryl Price
Yvonne Greene
Debra Liberty

1995/96 CUPE CONTRACT NEGOTIATIONS

SIGN OFF FORM

The following Changes have been reviewed by both parties and are agreed to. Once the entirety of the contract has been finalized, this **Clause** or Article will form part of the new Contract.

It is agreed that **the** following Letters of Intent, currently included in the 1994-1995 Collective Agreement, will be deleted from the next Collective Agreement:

Letter of Intent: Pension Plan Equity - Article 25.06

Letter of intent: Classifications - Teacher Assistants

Dated: April 12/96

Employer Negotiators:

CUPE 2545 Negotiators:

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

1995/96 CUPE CONTRACT NEGOTIATIONS

SIGN OFF FORM

The following Letter of Intent has been reviewed by both parties and is agreed to. Once the entirety of the contract has been finalized, this Clause or Article will form part of the new Contract.

LETTER OF INTENT

BENEFITS COST CONTAINMENT

The parties agree to form a tripartite committee, including representatives of CUPE Local 2545, ATA Local 48, and Fort McMurray Public School District No. 2833 to identify and evaluate means of containing or reducing costs associated with provision of benefits to District employees, to examine current eligibility rules, and to report back to the sponsoring organization.

Dated: May 9/96

Employer Negotiators:

Barry Hough

A. H. Hough

CUPE 2545 Negotiators:

Barry Hough

Kathryn Heales

Duff Wain

Yvonne Gessone

Stef Klabecky

1995/96 CUPE CONTRACT NEGOTIATIONS

SIGN OFF FORM

The following Letter of Intent has been reviewed by both parties and is agreed to. Once the entirety of the contract has been finalized, this Clause or Article will form part of the new Contract.

LETTER OF INTENT

Casual Employment Procedures

The Employer agrees to develop a written procedure which will define the working conditions for Casual Employees of this School District. This written procedure will address the following items:

- Selection criteria for new Casual Employees
- Training requirements for new Casual Employees
- Method of assigning Casual Employees to particular job assignments
- Evaluation of Casual Employees
- Dismissal of Casual Employees

The Employer will produce a draft procedure for review by March 1, 1997.

Dated: 96/05/27

Employer Negotiators:

[Signature]
Barry Hargrave
Blene

CUPE 2545 Negotiators:

[Signature]
Yvonne Greene
Daryl Pini
Deborah Sherry
Kathryn Hobbs

1995/96 CUPE CONTRACT NEGOTIATIONS

SIGN OFF FORM

The following Letter of Understanding has been reviewed by both parties and is agreed to. Once the entirety of the contract has been finalised, this Clause or Article will form part of the new Contract.

Letter of Understanding Regarding Job Security

This letter of understanding is intended to serve as an extension of the provision contained in Article 28 of the Collective Agreement.

The Employer agrees that, from the date of signing of this Agreement until August 31, 1998, work or services presently performed and provided by the members of the CUPE 2545 bargaining unit shall not be subcontracted, transferred, leased, assigned, or conveyed in whole or in part to any other plant, person, company, or non-union employees, if such action would result in the loss of employment of any bargaining unit member.

This Letter of Understanding will expire at Midnight, on August 31, 1998, unless an extension is agreed to in writing by the Employer and the Union.

Dated: January 29, 1997

Employer Negotiators:

[Signature]
[Signature]
[Signature]

CUPE 2545 Negotiators:

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

LETTER OF

BETWEEN

FORT McMURRAY SCHOOL DISTRICT #2833

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2545

As resolution to the issue of the proposed contracting out of Maintenance and Operations Services for **1995-98**, it is agreed between the parties to allow for the following amendments to the **1995-98** Collective Agreement.

These amendments shall apply only to those positions referred to in Schedule "A", Maintenance and Operations, and shall have no effect upon any other employee.

1. A reduction of pay for **all** custodial positions of two dollars (\$2.00) per hour. This would result in new rates of pay of:

Head Caretaker I	\$13.96 per hour
Head Caretaker II	\$14.32 per hour
Caretaker II	\$12.52 per hour

2. The elimination of the paid one-half (1/2) hour lunch break as defined in Article **17.08.2** of the current Collective Agreement.

3. The elimination of all Day Caretaker positions. In exchange, Management agrees to **recommend** to school Principal that they create some form of school assistant positions to undertake the duties formerly performed by the Day Caretakers. As these positions will be school based, it is assumed that they would be created as ten (10) month positions.

4. A reduction in pay for all maintenance positions of one dollar (**\$1.00**) per hour from current levels. This would result in new rates of pay of:

Maintenance I	\$12.37 per hour
Maintenance II	\$14.28 per hour
Maintenance III	\$17.05 per hour
Tradesperson I	\$19.73 per hour
Tradesperson II	\$20.89 per hour
Tradesperson III	\$21.37 per hour
Apprentice - First Year	\$10.03 per hour
Apprentice - Second Year	\$12.20 per hour
Apprentice - Third Year	\$14.38 per hour
Apprentice - Fourth Year	\$16.53 per hour
Building Operator B	\$17.08 per hour
Building Operator A	\$18.57 per hour
Maintenance Systems Operator	\$14.17 per hour
Audio Visual Technician I	\$15.00 per hour
Audio Visual/Computer Tech II	\$17.38 per hour
Storeskeeper	\$16.21 per hour

5. The elimination of the tool allowance as defined in Article 30.02 of the current Collective Agreement.
6. Management to have the authority to designate a break period of up to five (5) weeks for the Custodial Department. Custodians to be directed to schedule their vacation period during this break. All days of the designated break that go beyond the amount of vacation entitlement are to be taken as days without pay.
7. Management to have the authority to designate up to fourteen (14) days without pay for all maintenance and custodial staff during the Christmas, Easter and Teacher's Convention recesses. Maintenance and custodial staff to be allowed to utilise earned vacation days to compensate for these breaks, if desired.

For maintenance and custodial staff this fourteen (14) day break period is to take the place of the four (4) day break period as defined in Article 32.04 of the current Collective Agreement.

8. The above mentioned provisions are to take effect at Midnight on August 31, 1995, and are to be considered as an addendum to the new Collective Agreement, for the term from September 1, 1995 until August 31, 1998.


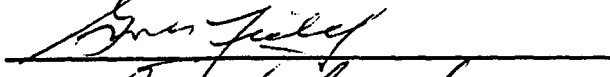




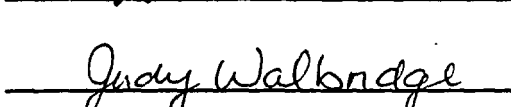




The amended Schedule "A" is provided as an attachment.

This Letter of Understanding is effective at Midnight August 31, 1995, and as such, forms an addendum to the Collective Agreement as is provided for in Article 1.02 of the Collective Agreement.

Signed this 31st day of January, 1997 AD in the City of Fort McMurray, Alberta.

Fort McMurray School District #2833

Canadian Union of Public Employees Local 2545

CUPE Local 2545
Proposed Schedule "A"
Dated 97-01-31

SCHEDULE "A"	<---1995/ 1996-->		<---1996/ 1998-->	
	START RATE	JOB RATE	START RATE	JOB RATE
CENTRAL OFFICE				
Clerk-Typist I	\$10.31	\$11.46	\$10.31	\$11.46
Accounts Payable Clerk I	\$13.33	\$14.63	\$13.33	\$14.63
Payroll Clerk I	\$13.33	\$14.63	\$13.33	\$14.63
Purchasing Clerk I	\$13.33	\$14.63	\$13.33	\$14.63
Receptionist	\$13.33	\$14.63	\$13.33	\$14.63
Secretary I	\$13.33	\$14.63	\$13.33	\$14.63
Accounts Payable Clerk II	\$13.84	\$15.17	\$13.84	\$15.17
Buyer	\$13.84	\$15.17	\$13.84	\$15.17
Central Printing Operator	\$13.33	\$14.63	\$13.84	\$15.17
Payroll Clerk II	\$13.84	\$15.17	\$13.84	\$15.17
Records Management Clerk	\$13.84	\$15.17	\$13.84	\$15.17
Secretary II	\$13.84	\$15.17	\$13.84	\$15.17
Administrative Secretary II	\$14.54	\$16.00	\$14.54	\$16.00
Benefits Co-ordinator	\$15.83	\$17.41	\$15.83	\$17.41
HRD Co-ordinator	\$15.83	\$17.41	\$15.83	\$17.41
Transportation Co-ordinator	\$14.71	\$16.17	\$15.83	\$17.41
Senior Accounts Officer	\$15.83	\$17.41	\$15.83	\$17.41
Senior Payroll Officer	\$15.83	\$17.41	\$15.83	\$17.41
Senior Purchasing Officer	\$15.83	\$17.41	\$15.83	\$17.41
SCHOOLS	<---1995/ 1996-->	<---1996/ 1998-->	<---1996/ 1998-->	<---1996/ 1998-->
	START RATE	JOB RATE	START RATE	JOB RATE
Facility Attendants:	\$8.60	\$9.55	\$8.60	\$9.55
Library Assistant I	\$13.33	\$14.63	\$13.33	\$14.63
Secretary I	\$13.33	\$14.63	\$13.33	\$14.63
Library Assistant II	\$13.84	\$15.17	\$13.84	\$15.17
Secretary II	\$13.84	\$15.17	\$13.84	\$15.17
Secretary III	\$13.93	\$15.38	\$13.93	\$15.38
Administrative Secretary I	\$13.97	\$15.52	\$13.97	\$15.52
Administrative Secretary II	\$14.54	\$16.00	\$14.54	\$16.00
Accounting Clerk/Secretary	\$15.31	\$16.87	\$15.31	\$16.87
Teacher Assistant I	\$13.45	\$14.52	\$13.45	\$14.52
Teacher Assistant II	\$13.95	\$15.03	\$13.95	\$15.03
Teacher Assistant III	\$14.46	\$15.54	\$14.46	\$15.54
Day Custodian	\$11.35	\$12.52	\$11.35	\$12.52
Community School Co-ordinator	\$13.84	\$15.17	\$13.84	\$15.17
Child Care Worker	\$18.90	\$21.12	\$18.90	\$21.12

CUPE Local 2545
Proposed Schedule "A"
Dated 97-01-31

SCHEDULE " A MAINTENANCE AND OPERATIONS	←1995/ 1996→		←1996/ 1998→	
	START RATE	JOB RATE	START- RATE	JOB RATE
Maintenance I	\$11.03	\$12.37	\$11.03	\$12.37
Maintenance II	\$12.75	\$14.28	\$12.75	\$14.28
Maintenance III	\$15.50	\$17.05	\$15.50	\$17.05
Tradesperson I	\$17.79	\$19.73	\$17.79	\$19.73
Tradesperson II	\$18.97	\$20.89	\$18.97	\$20.89
Tradesperson III	\$19.28	\$21.37	\$19.28	\$21.37
Apprentice - First Year	\$9.08	\$10.03	\$9.08	\$10.03
Apprentice - Second Year	\$11.04	\$12.20	\$11.04	\$12.20
Apprentice - Third Year	\$13.02	\$14.38	\$13.02	\$14.38
Apprentice - Fourth Year	\$15.02	\$16.53	\$15.02	\$16.53
Building Operator B	\$15.50	\$17.08	\$15.50	\$17.08
Building Operator A	\$16.72	\$18.57	\$16.72	\$18.57
Head Caretaker I	\$12.54	\$13.96	\$12.54	\$13.96
Head Caretaker II	\$12.85	\$14.32	\$12.85	\$14.32
Caretaker II	\$11.35	\$12.52	\$11.35	\$12.52
Maintenance Systems Operator	\$12.84	\$14.17	\$12.84	\$14.17
Audio Visual Technician I	\$13.54	\$15.00	\$13.54	\$15.00
Audio Visual/Computer Tech II	\$15.55	\$17.38	\$15.55	\$17.38
Storeskeeper	\$14.67	\$16.21	\$14.67	\$16.21
CASUAL		\$9.55		\$9.55
LEAD HAND RATE	\$0.28 per hour premium - applies to all categories			



March 11, 1997

Labour Standards Division
Labour Canada
Room 302, Energy Square
10109 - 106 Street
Edmonton, Alberta
T5J 3L7

Dear Sir/Madam:

Re: Memorandum of Agreement

Enclosed please find one (1) copy of the newly signed Memorandum of Agreement between C. U.P.E. Local 2545 and The Fort McMurray School District #2833.

This copy is for your information and files.

In solidarity,

H. Coles

245

custodians

for Don MacAskill
National Representative

opeiu #491

Encl.



JUDY DARCY

GERALDINE McGUIRE

National President/Présidente nationale National Secretary-Treasurer/Secrétaire-trésorière nationale

CLAUDE GÉNÉREUX, BERNICE KIRK, GLEN MAKAHONUK, TOM O'LEARY, PATRICK (Sid) RYAN
General Vice-Presidents/Vice-président(e)s généraux(ales)

ALBERTA REGIONAL OFFICE

Mayfield Business Centre, 410-10525-170 Street, Edmonton, Alberta T2P 4W2 Phone: (403) 484-7644 Fax: (403) 489-2202

MAY 21 1997



