

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2006.

**BETWEEN:**

**FORT McMURRAY SCHOOL DISTRICT #2833**  
(hereinafter called the "Employer")

**Party of the First Part**  
- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2545**  
(hereinafter called the "Union")

**Party of the Second Part**

**PREAMBLE:**

It is the purpose of both parties to this Agreement:

To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union.

To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.

To encourage efficiency in operations.

To promote the morale, well being and security of all employees in the bargaining unit of the Union.

**ARTICLE I - TERM OF AGREEMENT**

**I.01 Duration:**

This Agreement shall be binding and remain in effect from the first day of the month following ratification by the parties to the 31<sup>st</sup> day of August A.D. 2009, except as specifically provided for in Article 32.03 This agreement shall be binding and continue from year to year thereafter unless notice has been given by either party. Such notice shall be given in writing to the other party not less than sixty (60) days or not more than one hundred twenty (120) days prior to the expiry date. Within thirty (30) days of receipt of such notice, both parties are required to commence the negotiation process for a new agreement. This collective agreement shall remain in effect during the period of negotiation and until a new agreement is signed.

**I.02 Changes in Agreement:**

Any changes deemed necessary during the term of this agreement, by either party, must be initiated by written notice. Mutually agreed upon changes shall be documented and shall form an addendum to this collective agreement.

**ARTICLE 2 - RECOGNITION AND NEGOTIATION**

**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.

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**2.02 Employees Included:**

This Agreement shall apply to all employees of those classifications as referred to in Schedule "A" of this Collective Agreement unless otherwise specified.

**2.03 Work of the Bargaining Unit:**

District employees, whose jobs are not in the bargaining unit, shall not work on any jobs, which are included in the bargaining unit except in emergencies, or cases mutually agreed upon by the Employer and the Union.

**ARTICLE 3 - DISCRIMINATION**

**3.01 Discrimination and Harassment in the Workplace:**

The Employer and Union agree that there shall be no discrimination, personal or sexual harassment, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff recall, discipline, classification, discharge, or otherwise by reason of race, creed, colour, national origin, political or religious affiliation, sex or marital status, place of residence, age, sexual orientation, physical handicap nor by reason of the employee's membership or activity in the Union. The Employer shall maintain a policy respecting discrimination and harassment. Any complaint respecting discrimination or harassment shall be dealt with through this policy as the initial step in addressing the complaint.

**ARTICLE 4 - UNION MEMBERSHIP REQUIREMENT**

**4.01 All Employees Must Be Members:**

All employees employed for more than one (1) month shall become members in good standing according to the Constitution and By-Laws of CUPE Local 2545. All new employees shall, as a condition of employment, become and remain members in good standing in CUPE Local 2545 within one (1) month from their date of employment. (or immediately after such one (1) month in the case of casual employees).

**ARTICLE 5 - CHECK OFF OF UNION DUES**

**5.01 Collection of Dues by Employer:**

The Employer shall deduct from every employee any dues or initiation fees in accordance with the Union Constitution and By-laws.

**5.02 Deductions:**

Deductions shall be made from each payroll and shall be forwarded to the Secretary-Treasurer of CUPE Local 2545 not later than the 15th day of the month following, accompanied by a list of the names, addresses and phone numbers along with the classification of employees, wages, the amount of deductions, and full and part time status from whose wages the deductions have been made.

**5.03 Commencement of Deductions:**

Dues deductions shall commence one (1) month after the employee became a Union member.

**5.04 Dues Receipts:**

At the same time that Income Tax (T-4) slips are made available, the Employer shall enter the amount of Union dues paid by each Union member in the previous year.

**5.05 Member Status:**

The Local Union President shall be notified as transactions occur, with copies to the

Secretary of the Union of all appointments, hiring, layoffs, transfers, recalls, extended leaves of absences and termination of employment in conjunction with forwarding the dues deductions.

## **ARTICLE 6 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES**

### **6.01 Information for New Employees:**

- .1 The Employer agrees to jointly produce the Collective Agreement with the Union. The cost of production shall be shared equally by both parties.
- .2 The Employer agrees to provide employees with a copy of the Collective Agreement and benefits information.
- .3 The Employer and the Union agrees to jointly orient new employees to the terms and conditions of the collective agreement. A representative of the Union shall have the right to make a presentation of up to thirty (30) minutes at the orientation of new employees with respect to the structure of the Local, as well as the rights, responsibilities and benefits under the Collective Agreement; provided, however, that attendance at the presentation shall not be compulsory, provided further, that a representative of the Employer may be present.

### **6.02 Identification of Supervisor:**

All employees shall be notified in writing of their immediate designated supervisors, with copies to the Union.

## **ARTICLE 7 - CORRESPONDENCE**

### **7.01 Circulation of Correspondence:**

All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Associate Superintendent, Business and Finance of the Employer and the President of Local 2545 of the Canadian Union of Public Employees, with copies to the Secretary of the Union.

## **ARTICLE 8 - LABOUR MANAGEMENT COMMITTEE**

### **8.01 Establishment of Committee:**

A Labour Management Committee shall be established consisting of four (4) representatives of the Union and four (4) representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public and job security of the employees.

### **8.02 Function of the Committee:**

The Committee shall concern itself with the following general matters:

- .1 Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- .2 Reviewing suggestions from employees, questions of working conditions and service but not grievances concerned with service).
- .3 Correcting conditions, which are causing, or may cause, grievances and misunderstandings.
- .4 Discuss any other items of mutual interest referred to the Committee by Union members or Management.

**8.03 Meetings of Committee:**

The Committee shall meet at least once each month, during the school year, at a mutually agreeable time and place. Members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Meetings may be cancelled only upon mutual consent of each party. Employees shall not suffer any loss of pay for time spent with this Committee.

**8.04 Chairperson of the Meeting:**

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

**8.05 Minutes of Meetings:**

Minutes of each meeting of the Committee 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 each receive two (2) signed copies of the minutes at least two (2) weeks prior to the next scheduled meeting. Any personal or personnel related information shall be strictly confidential and shall be circulated only to members of the Committee and shall not appear in the minutes.

**8.06 Jurisdiction of Committee:**

The Committee shall not have jurisdiction over wages, or any matters of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussion and conclusions.

**ARTICLE 9 - BARGAINING RELATIONS**

**9.01 Representation:**

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit. No employee or group of employees other than officers, shop stewards or duly elected or appointed committees shall undertake to represent the Union at meetings with the Employer. The Union will supply the Employer with the names of its officers, shop stewards and duly elected or appointed committees. Likewise the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

**9.02 Union Bargaining Committee:**

A Union Bargaining Committee shall be appointed and consist of not more than three (3) 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.

Employees who negotiate with the Employer during the day shall not be required to work afternoon or evening shifts and shall be on leave with pay and without loss of seniority and benefits.

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.

**9.03 Representative of Canadian Union of Public Employees:**

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when negotiating or meeting with the Employer. Such representatives may have access to the Employer's premises for other purposes with prior notice to the Employer.

**9.04 Meeting of Committee**

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement.

**ARTICLE 10 - RESOLUTIONS OF THE BOARD**

**10.01 Copies of Resolutions:**

Copies of all resolutions, policies and regulations adopted by the Board, which directly affect the members of this Union, are to:

- .1 be forwarded to the Union, and
- .2 be posted on all bulletin boards.

Such resolutions, policies and regulations are to be forwarded and posted as soon as they are available.

**ARTICLE 11 - GRIEVANCE PROCEDURE**

**11.01 Recognition of Union Stewards and Grievance Committee:**

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward shall assist any employee, whom the Steward represents, in preparing and presenting the grievance in accordance with the grievance procedure.

**11.02 Names of Stewards:**

The Union shall notify the Employer in writing of the name of each Steward and the department(s) or division they represent and the name of the Chief Steward, before the Employer shall be required to recognize them.

**11.03 Union Grievance Committee:**

The Union shall notify the Employer, in writing, of the names of the Union Grievance Committee, constituted as follows:

- .1 A chair person
- .2 secretary, and the
- .3 steward of the department, or the Chief Steward.

**11.04 Permission to Leave Work:**

The Employer agrees that stewards shall not be hindered, coerced, restrained or

interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each steward is employed full time by the Employer and that they will not leave their work during working hours except to perform their duties under this Agreement. Therefore, no steward shall leave their work without obtaining the permission of their supervisor, which permission shall not be unduly delayed. Employees shall not suffer any loss of pay or benefits for the time involved in grievance or arbitration procedures. It is the responsibility of all employees to notify their supervisor prior to becoming involved in any grievance procedure, which will require time away from their job.

**11.05 Definition of Grievance:**

A grievance shall be defined as any difference arising out of interpretation, application, administration or alleged violation of the Collective Agreement.

**11.06 Settling of Grievances:**

An earnest effort shall be made to settle grievances fairly and promptly in the following manner and shall be initiated within two (2) months of the event giving rise to the grievance.

At each step of the grievance procedure, a meeting will be held with the grievor and her representative(s).

**Step 1**

The employee(s) claiming a grievance will first seek to settle the dispute with the supervisor; for this purpose the employee may be accompanied by a Union Steward if the employee so wishes. If the dispute is not resolved at this level the Union shall notify the supervisor as soon as reasonably possible, in writing, that this meeting is being considered as Step 1 of the grievance procedure.

**Step 2**

Failing a satisfactory settlement within five (5) working days after the dispute was submitted under Step 1, the Steward will submit to the Associate Superintendent, Business and Finance, or Designate, a written statement of the particulars of the grievance and the redress sought. The Associate Superintendent, Business & Finance shall render a decision within ten (10) working days after receipt of such notice.

**Step 3**

Failing a satisfactory response in Step 2, the Grievance Committee shall, in writing, within five (5) working days, advance the grievance to the Chief Executive Officer, or Designate, who shall render their decision within ten (10) working days after receipt of such notice.

**Step 4**

Failing a satisfactory settlement being reached in Step 3; the Union may refer the dispute to arbitration. The Union will provide the Chief Executive Officer, or designate, with written notice of Intent to Proceed to Arbitration within thirty (30) days of receipt of the decision at Step 3.

**11.07 Policy Grievance:**

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union or the Employer has a grievance, Steps 1 and 2 of this Article may be by-passed.

**11.08 Majority Grievance:**

A majority of the members of the Union shall have the right to instruct the Union to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 3.

**11.09 Deviation from Grievance Procedure:**

After a grievance has been initiated by the Union, as per Step 2, no Employer's representative other than the Associate Superintendent, Business and Finance, or Designate, shall enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the grievor without the consent of the Union. The Associate Superintendent, Business and Finance, or Designate, will only be allowed to discuss this grievance with the grievor and their representative(s) in order to determine the basis for allowing or denying the grievance under Step 2. Violation of this principle may result in the grievance being disallowed.

Grievances, other than policy grievances, shall remain confidential between the grievor, and their representative(s), and the Employer, and its representative(s). Violation of this principle may result in the grievance being disallowed.

**11.10 Grievance on Safety:**

An employee, or a group of employees, required to work under unsafe or unhealthy conditions shall have the right to file a grievance in the third step of the grievance procedure for preferred handling.

**11.11 Replies in Writing:**

Replies to grievances stating reasons shall be in writing at all stages.

**11.12 Discharge:**

An employee considered by the Union to be wrongfully or unjustly discharged or suspended, shall commence his/her grievance at Step 3 of the grievance process.

**11.13 Grievance on Layoffs and Recalls:**

Grievance concerning layoffs and recalls shall be initiated at Step 3 of the Grievance Procedure.

**ARTICLE 12 - ARBITRATION**

**12.01 Composition of Board of Arbitration:**

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an arbitration board. Within seven (7) days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the arbitration board. The two arbitrators shall then select an impartial chairperson.

**12.02 Failure to Appoint:**

If the party receiving the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairperson within seven (7) days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

**12.03 Board of Arbitration Procedure:**

The Board of Arbitration shall determine its own procedure, but shall give full opportunity

to all parties to present evidence and make representations. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the Board of Arbitration sits to hear the dispute, or such longer period as the parties agree upon.

**12.04 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 Chairperson 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 penalty, as the Board of Arbitration deems just and equitable.

**12.05 Disagreement of Decision:**

Should the parties disagree as to the meaning of the Board of Arbitration's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board of Arbitration to clarify the decision, which it shall do within fifteen (15) days.

**12.06 Expenses of the Board of Arbitration:** Each party shall pay:

- .1 The fees and expenses of the Arbitrator it appoints.
- .2 One half of the fees and expenses of the Chairperson.

**12.07 Amending of Time -Limits:**

The time limits specified for both the grievance and the arbitration procedure may be extended by consent of the parties.

**12.08 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.

The Employer agrees that any written statement against any member of the Union by another member of the Union shall not be used in grievances or arbitrations, except for those evaluative comments by CUPE members serving in a supervisory role.

**13 - DISCIPLINARY ACTIONS**

**13.01 Suspension and Discharge**

The Employer shall maintain a policy respecting Employee Discipline. Disciplinary actions will be taken in a manner consistent with that Policy.

**13.02 Reinstatement of Employee:**

If an employee has been wrongfully or unjustly disciplined, suspended or discharged, as deemed during the grievance procedure, the employee will be reinstated to a position that is equal to their previous position and is acceptable to them, without loss of seniority, wages and benefits. All information pertaining to the discipline, suspension or discharge shall be removed from all of the employee's files.

**13.03 Written Notice of Dissatisfaction:**

When the Employer deems it necessary to notify an employee in writing of any dissatisfaction concerning their work, the Employer shall do so 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. A copy of the warning shall be sent to the Union.

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.

**13.04 Discipline:**

An employee shall have the right to have Union representation at a meeting with the Employer called to discuss any action to be taken under the disciplinary process. The Employer shall give written particulars within five (5) days of such discipline to the employee with copies to the Union and the employee's record.

**13.05 Access to Personnel File:**

The Employer will provide access to all of the employee's personnel files. Access to the files shall be at a mutually agreed upon time with the Human Resources Co-ordinator or designate.

**ARTICLE 14 - SENIORITY**

**14.01 Calculation of Seniority:**

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 within the bargaining unit.

For those employees in non union positions as of 1992 05 13, who formerly were members of the bargaining unit and in the future return to a position within the bargaining unit, seniority will be calculated based on the employee's length of continuous employment with the Employer, including time in out of scope positions.

Seniority shall be used, subject to the balance of the provisions in the Article, in determining preference or priority for promotions, transfers, demotions, layoffs and recall. Seniority, except as otherwise provided herein, shall operate on a bargaining unit-wide basis.

**14.02 Seniority List:**

The Employer shall maintain a seniority list showing the date upon which each full time and part time employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in October and May of each year.

**14.03 Probation for Newly Hired Employees:**

Newly hired employees shall be on a probationary basis for a period of sixty (60) working days from the date the employee is hired to a full time or part time position. During the probationary period, such employees shall be entitled to all rights and benefits of this Agreement, except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period, without recourse to the Grievance Procedure, unless the Union claims discrimination, as noted in Article 3, as

the basis of termination. Casual employees shall be treated as probationary employees for the purposes of discharge.

In certain circumstances the probationary period for a new employee may be extended for a further period of sixty (60) working days, provided the reasons for such extension are provided to the employee and the Union. The extension of the probationary period shall only be by mutual agreement between the Employer and the Union, and such agreement must be reached prior to the completion of the original probationary period.

#### **14.04 Loss of Seniority:**

An employee shall not lose seniority rights if they are absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer.

An employee shall only lose their seniority in the event:

- .1 They are dismissed for just cause and are not reinstated.
- .2 They resign in writing and do not withdraw, in writing, within two (2) days.
- .3 They are absent from work in excess of three (3) consecutive working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- .4 They fail to return to work within seven (7) calendar days following a layoff 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 their current address.
- .5 They are laid off for a period of longer than two (2) years.

#### **14.05 Transfers and Seniority Outside Bargaining Unit:**

No employee shall be transferred to a position outside the Bargaining Unit without his/her consent. If an employee is transferred to a position outside the Bargaining Unit, he/she shall retain his/her seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such employee shall have the right to return to a position in the Bargaining Unit during their trial period, which shall be a maximum of three (3) months. If an employee returns to the Bargaining Unit, the employee shall be placed in a job consistent with his/her seniority. Such return shall not result in the layoff of an employee holding greater seniority.

### **ARTICLE 15 - PROMOTIONS AND STAFF CHANGES**

#### **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 and on the Employer's website 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.

It is understood all internal applicants will be informed in writing of successful applicant with copies to the Union per article 5.05.

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.

#### **15.02 Information in Postings:**

Such notice shall contain the following information:

- .1 job title, location, nature;
- .2 required qualifications, knowledge and education, skills;
- .3 hours of work;
- .4 band rate;
- .5 commencement date;

Such qualifications may not be established in a discriminatory manner (All job postings shall state: "This position is open to male and female applicants, and position is subject to transfer").

The qualifications in postings shall relate to the responsibilities specified in the job description, and may also contain any specific qualifications and skills which may be required.

#### **15.03 Role of Seniority in Promotions:**

In the case of making promotions or filling vacancies, it is agreed that where qualifications required by the Employer and ability are equal, seniority will govern.

#### **15.04 Trial Period:**

The successful applicant shall be placed into the new position on a trial basis for a period of forty (40) working days and shall be paid the starting rate for the new position filled. If the starting rate of the new position is less than the employee is presently being paid, then the employee shall be paid the "job rate" for the new position. Conditional on satisfactory service, the employee shall

be declared permanent after completion of the trial period. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, the employee shall be returned to his/her former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position, wage or salary rate and without loss of seniority.

**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 with copies to the Union.

**ARTICLE 16 - LAYOFFS AND RECALLS**

**16.01 Definition of Layoff**

A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work of more than thirty (30) minutes per day.

**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.

**16.03 Order of Recall:**

Employees shall be recalled, when work becomes available, in the order of seniority, provided they have the qualifications and ability to do the work available.

**16.04 No New Employees:**

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

**16.05 Advance Notice of Layoff:**

In the case of a layoff, which is anticipated to be in excess of two (2) weeks duration, the Employer shall notify the employees in writing who are about to be laid off four (4) weeks

prior to the effective date of layoff. If the employee, in such a case, has not had the opportunity to work four (4) full weeks after notice of layoff, they shall be paid in lieu of work for that part of four (4) weeks during which work was not made available. This clause will not apply to casual employees.

In the event of a work stoppage by teachers, the layoff notice requirements to Union members may not apply.

**16.05.1 Summer Work - School Based Employees:**

School Based Employees shall be given the right to be employed when work becomes available, provided they have the qualifications and ability, in the order of seniority.

**16.06 Continuation of Benefits:**

- (a) The Employer agrees to pay the full coverage for all employee benefit plans for employees laid off for periods of less than three (3) months. In the event of a longer layoff, employees so affected shall have the right to continue this coverage through direct payments in the full amount of the premiums.
- (b) The Employer shall continue LAPP contributions for ten (10) month employees who are hired for Summer work of at least one month's duration.

**ARTICLE 17 - HOURS OF WORK**

**17.01 All Employees except maintenance, caretakers, and custodians**

- (a) The regular work week for full time staff shall consist of five (5) days from Monday to Friday inclusive, up to a maximum of thirty-five (35) hours per week. School-based employees shall work all teaching days as required by the Employer. All hours worked beyond this regular full time work week will be considered overtime as defined in Article 18.01.
- (b) **The** regular work week for part-time staff shall be a minimum of fifteen (15) hours per week, and less than thirty-five (35) hours per week.

**17.02 Supervision on Buses:**

- (a) Educational Assistants will not be required to provide supervision on regular school bussing, unless mutually agreed between the employee and Employer.
- (b) Where Educational Assistants are required by administration to supervise during lunch breaks, recesses, and before or after school or any other occasion they will be compensated for hours worked.

**17.02.1 Educational Assistants:**

The work schedule for Educational Assistants is dependent upon the attendance of the student they are assigned to. Educational 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 students 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 their current rate of pay.

**17.03 Caretakers, Day Custodians, and Maintenance Employees:**

The regular work week for these full time employees 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.

**17.04 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.

**17.05 Working Schedule:**

- .1 The Employer shall set forth and post the working schedule (hereinafter referred to as the "Work Schedule") of each department or worksite.
- .2 Neither the regular work week nor the regular hours of work will be changed without forty-eight (48) hours advance notice in writing to the affected employees.
- .3 Unless otherwise stated herein, all employees shall be entitled to a minimum of a thirty (30) consecutive minute meal break.
- .4 Shift schedules shall normally be kept consistent for each job classification across the district, insofar as the operational needs of the district allow this to happen.
- .5 Prior to implementing any permanent change of shift schedule, which will affect a group of employees, the Employer will present the proposal to the Labour Management Committee for discussion.

**17.06 Rest Period:**

An employee shall be permitted a paid rest period of fifteen (15) consecutive minutes in both the first and the second half of a shift in an area made available by the Employer. An employee employed for four (4) hours or less per day shall be entitled one (1) paid rest period of fifteen (15) consecutive minutes per day.

**17.06.1 Paid Lunch Break**

All employees whose individual work place's regular hours restrict them to one-half (1/2) hour lunch break shall receive a paid one-half (1/2) hour lunch break.

**17.07 Shift Differential:**

**17.07.1 Afternoon Shift:**

All employees who work a shift which commences later than 2:00 pm., but not later than 10:00 pm. shall receive a fifty cent (\$.50) per hour shift differential for all hours of the shift worked.

**17.07.2 Night Shift**

All employees who work a shift, which commences later than 10:00 pm, and concludes before 7:30 am, shall receive a one dollar (\$1.00) per hour shift differential for all hours of the shift worked. Employees working afternoon or night shifts, who receive shift differential pay, shall not be eligible for the paid thirty (30) minute lunch break defined in Article 17.05.

**17.08 Union Meeting Night:**

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) caretaker will remain at each school.

**17.09 Hours of Work - Part Time Employees:**

Part-time employees will work their hours within their applicable 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 the Article. Additional paid hours are not defined as overtime hours.

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

**ARTICLE 18 - OVERTIME**

**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.

**18.02 Compensation for Overtime Work:**

Compensation for overtime worked shall be paid at the rate of time and three-quarters (1 3/4) for hours so worked.

**18.03 Meal Allowance:**

An employee required to work more than two (2) hours overtime immediately following their regular shift shall be provided with a meal or meal allowance of fifteen dollars (\$15.00) by the Employer.

**18.04 Equalization of Overtime:**

The Employer shall not layoff employees to equalize any overtime worked.

**18.05 Division of Overtime:**

Overtime shall be divided equitably among the employees who normally perform the duties required and are available to perform the work to be done. This will be applied on a school-by-school and departmental basis.

**18.06 Overtime During Layoffs:**

There shall be no extended overtime worked in any operation while there are employees on layoff able to perform the available work.

**18.07 Call Back Pay Guarantee:**

An employee who is called back to work outside their regular working hours shall be paid for a minimum of three (3) hours at overtime rates including thirty (30) minutes paid travelling time.

**18.08 Meetings and Weekend Work:**

Hours worked in conjunction with "joint use" of schools will be treated as hours worked for the Employer.

**18.09 Time Off in Lieu of Overtime:**

When an employee is requested to work overtime, instead of cash payment for overtime,

the employee may choose to receive time off at the appropriate overtime rate at a mutually agreed time between the employee and the Employer.

- .1 Should agreement not be reached as to when the employee shall take time off, the time off shall be added to the employee's annual vacation entitlement for that vacation year.
- .2 The decision to be paid or take time in lieu shall be made at the time overtime is requested.
- .3 In no event shall accumulated time exceed five (5) working days as defined by the employee's letter of employment.

## **ARTICLE 19 - HOLIDAYS**

### **19.01 Paid Holidays:**

The Employer recognizes the following as paid holidays for the employees:

- New Year's Day
- Good Friday
- Victoria Day
- Heritage Day
- Thanksgiving Day
- Christmas Day
- Floating Day
- Half Day on the last working day before Christmas except for School-Based Clerical and Educational Assistants Staff
- Family Day
- Monday During Spring Break
- Canada Day
- Labour Day
- Remembrance Day
- Boxing Day

and any other day proclaimed as a holiday by the Federal, Provincial or Municipal Governments. In the event that the current Family Day Holiday is eliminated or moved to a Sunday, said holiday will immediately cease to be a paid holiday for the purpose of this Collective Agreement.

The one (1) Floating Day holiday per school year shall be taken at a time, which is mutually agreeable to the employee and the Employer.

School based clerical and Educational Assistants staff shall work their regularly scheduled hours before Christmas and shall receive pay in lieu of the half-day paid holiday on a prorata straight time basis.

### **19.02 Compensation for Holidays Falling on Saturday or Sunday:**

When any of the above noted holidays falls on a Saturday or Sunday and is not proclaimed as being observed on some other day, the immediately following work day(s) shall be deemed to be the holiday. In those cases where this clause is in conflict with a scheduled teaching day, the holiday shall be rescheduled as agreed between the Union and the Employer.

### **19.03 Compensation For Holidays Falling On A Normal Day Of Rest:**

When any of the above noted holidays falls on an employee's day of rest, other than those outlined in Articles 19.02, that employee shall be entitled to a day off with pay, or a day's pay in lieu of, as mutually agreed to between the Employer and employee.

### **19.04 Eligibility for Paid Holidays:**

To be eligible for the above-mentioned paid holidays in 19.01, the employee must:

- .1 have worked for the Employer for at least thirty (30) days during the twelve



- .2 months preceding the Holiday;
- .2 not be absent from work on the employee's last scheduled day before, or the first scheduled day after the holiday without the Employer's consent;
- .3 work on the holiday when they are required to or scheduled to do so.

**ARTICLE 20 - VACATIONS**

**20.01. Vacation Entitlement:**

The vacation year shall be based on the employee's date of hire and the employee shall receive annual vacation with pay in accordance with their years of employment as follows:

Year of Employment	Vacation Entitlement
Before First Anniversary	0 Working Days
After First Anniversary	15 Working Days
After Fifth Anniversary	20 Working Days
After Fifteenth Anniversary	25 Working Days
After Twentieth Anniversary	30 Working Days
All Future Years	30 Working Days

**20.01.1 Vacation Entitlement:**

Vacation entitlement shall not accrue during the period in which the employee is on Long Term Disability, voluntary Maternity Leave, an extended (more than thirty [30] calendar days) unpaid leave of absence, or while employee is receiving WCB benefits for an extended (more than three [3] months) period.

**20.01.2 Vacation Pay on Layoff, Termination and Retirement:**

An employee terminating their employment at any time in their vacation year, before they have had their vacation, will be entitled to a proportionate payment of salary or wages in lieu of such vacation on the last day of employment, and in the case of layoff, on the next regularly scheduled pay day after date of layoff.

For school based employees, payment of salary or wages upon temporary layoff at the end of the regular school year under this clause shall be reduced if the employee has chosen to apply for vacation carry over under clause 20.02.1.

**20.01.3 Compensation for Holidays Falling Within Vacation Schedule:**

If a paid holiday falls or is observed during an employee's vacation period, they shall be allowed an additional vacation day with pay.

**20.01.4 Approved Leave of Absence During Vacation:**

In the event of bereavement or involuntary hospitalization during vacation, the period of vacation so displaced shall be added to the vacation period.

**20.01.5 Overtime Vacation Rate:**

No employee shall be required to work during his/her scheduled vacation period.

**20.02 Vacations – School Based**

**20.02.1 Vacation Pay:**

After having been employed for one full year, a School Based employee who, as a condition of their employment is temporarily laid off for the summer months, shall be entitled to apply to carry over vacation entitlement annually. Such carried over

entitlement is to be used to provide continuous payment of wages during school closures at Christmas Break, Teachers' Convention, Exam Weeks, and Spring Break in the subsequent school year, and the number of days carried over shall not exceed the number of school closure days scheduled in the subsequent school year.

Any remaining vacation entitlement will be paid out at the end of June as a separate pay.

**Application to carry over vacation entitlement must be submitted to the Employer no later than June █ each year.**

**20.02.2 Special Vacation Requests During the School Year:**

School based employees are required to be available for work according to their terms of employment (Article 17). However, there may be extraordinary circumstances where school based employees may have reasons for requesting vacation time during the school year. In those instances, the school based employee may; make application in writing outlining reasons for the special vacation request. Such application must be submitted a minimum of ten (10) working days prior to the date of the requested leave. Such application must be signed and submitted to the employee's immediate supervisor for agreement. Upon agreement, the employee will forward their application to the Associate Superintendent, Business and Finance or designate. The Associate Superintendent, Business and Finance or designate may approve this request subject to a review of need of the employee. Approval is conditional to not impact the operational needs of the District and the needs of the employer, and the work history of the employee.

20.03 VACATION – All others

**20.03.1 Vacation Schedule:**

The Employer will circulate a "Request for Vacation" list to all staff not covered under clause 20.02 by the first working day in February of each year. A Vacation Schedule will be prepared by the Employer, in consultation with the employees, and will be posted by March 15. The Vacation Schedule will not be changed unless mutually agreed by the employee and the Employer.

**20.03.2 Designated Vacation Period for Custodians:**

The employer has the authority to designate a break period of up to four (4) weeks for the Custodial Department. The length of this designated break period will be determined based on considerations of the workload in each facility, as well as any summer programs or major construction projects. This means that the specified vacation period may be different in each facility.

Custodians will be directed to schedule up to four (4) weeks in their vacation period during this break. Any custodians, who do not have sufficient vacation entitlement to cover the entire break, may be directed to take remaining days off without pay.

**20.03.3 Preference in Vacation:**

When establishing the Vacation Schedule, preference will be given to employees with the most seniority as defined in Article 14.01.

#### **20.03.4 Banking Vacation Entitlements:**

Employees who are eligible for twenty (20) or more days vacation will be entitled, once every two (2) years thereafter, to bank a maximum of ten (10) working days annual vacation. The banked vacation will be taken within the vacation year following the year in which the request was made; at the rate of pay prevailing at the time the vacation is taken. Upon mutual agreement between the Employer and the employee, such banked vacation may be permitted to be used consecutively with the employee's regular vacation.

### **ARTICLE 21 - SICK LEAVE PROVISIONS**

#### **21.01 Sick Leave Defined:**

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick, or disabled or quarantined, or under examination of a medical practitioner, or because of an accident for which compensation is not payable under the Workers Compensation Act.

#### **21.02 Sick Leave Entitlement- First Year of Employment:**

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 combined maximum of eighteen (18) days in the first year of employment.

#### **21.03 Sick Leave Entitlement – After First Year of Employment**

After one (1) year of service, eligible employees shall be credited with sixty (60) working days of sick leave entitlement in order to help maintain an income for a period of extended illness or for that period of illness prior to the employee becoming eligible for long term disability benefits.

Each eligible employee's entitlement shall be reset to sixty (60) working days on September 1<sup>st</sup> of each year, unless the employee is away from work due to long term disability, voluntary maternity leave, an extended (more than thirty (30) calendar days) unpaid leave of absence, or while employee is receiving WCB benefits for an extended (more than three (3) months) period. The employee's sixty (60) day entitlement will be renewed once the employee returns to work on a permanent basis after the above mentioned absences.

If an employee has exhausted their sick leave entitlement as provided for in this article, but is not deemed to be eligible for coverage under the long term disability plan, they will not be entitled to any further wages until such time as they are capable of returning to a position equivalent to their previous position and fulfilling the duties of that position.

#### **21.04 Proof of Illness:**

An employee may be required to produce a certificate from a medical practitioner for any illness certifying that they were unable to carry out their duties due to illness.

In any case, proof of illness will be required for all absences in excess of three (3) consecutive working days, and the employee will be routinely responsible to supply such proof.

An employee's sick leave record may be reviewed with the Employer, the employee and their Union Steward should the employee use more than eighteen (18) days sick leave entitlement in any one (1) anniversary year. Should abuse of sick leave be determined, disciplinary action may be taken.

It is the responsibility of the employee to keep the Employer informed of the employee's status while away from work due to illness. The employee is to contact their supervisor regularly during such absence.

**21.05 Proof of Fitness to Return to Work:**

An employee who has been away from work for a period in excess of one (1) month due to illness may be required to obtain a medical certificate stating the employee is fit to return to work prior to their return.

**21.06 Sick Leave During Leave of Absence and Layoffs:**

When an employee is given leave of absence in excess of two (2) weeks, or is laid off on account of lack of work, they shall not receive sick leave credits for the period of such absence, but shall retain their cumulative credits, if any, existing at the time of such layoff.

**21.07 Illness in the Family:**

Where no one other than the employee can provide for the needs during illness of a child, spouse or parent, an employee shall be entitled, after notifying their supervisor, to use a maximum of eight (8) accumulated sick leave days per year for this purpose. Proof of illness will be required in accordance with Article 21.05

**21.08 Medical Appointment for Child, Spouse, or Parent:**

Where an employee's child, spouse, or parent are required to travel for health care purposes beyond the limits of the Regional Municipality of Wood Buffalo, the employee is entitled to use a maximum of three (3) accumulated sick days per year. Proof of illness will be required in accordance with Article 21.05.

**ARTICLE 22 - LEAVE OF ABSENCE**

**22.01 Leave of Absence for District Business:**

The Employer may approve leave with full pay and benefits for business connected with the school system.

**22.02 Leave of Absence for Union Functions:**

An employee elected or appointed to represent the Union shall be allowed leave of absence with pay and benefits, provided that notification of such leave be in writing to the Employer at least ten (10) days prior to said leave, and that such leave will not impact on the ability of the District to meet any critical time lines, or contractual obligations, and may be cancelled due to an emergent situation. Leave of absence with pay and without loss of benefits shall allow employees to attend Union functions.

The Union will reimburse the Employer within thirty (30) calendar days after receipt of invoice for pay and benefits of the employee.

The Union will submit a tentative annual schedule to the Human Resources Department by October 1 for each School Year outlining those events, which they plan to have members attend. This schedule will be updated by the Union on a quarterly basis to reflect required revisions.

**22.03 Leave of Absence for Full Time Union or Public Duties:**

**22.03.1 Participation in Public Affairs:**

The Employer recognizes the right of an employee to participate in public affairs.

Therefore, upon written request, the Employer shall allow leave of absence without pay so that the employee may be a candidate in Federal, Provincial, or Municipal elections. Employees may continue benefits through the Employer at the employee's cost provided that he/she notifies the Employer at the time of the request.

**22.03.2 Full Time Union Position:**

An employee who is elected or selected for a full time position with the Union or any body with which the Union is affiliated, shall be granted leave of absence without loss of seniority for a period of one (1) year. Such leave may be renewed each year, on request, during their term of office.

**22.04 Critical Illness and/or Bereavement Leave:**

An employee shall be granted up to five (5) regularly scheduled consecutive work days leave, without loss of pay and benefits, in the case of the death or critical illness of a parent, wife, husband, common-law spouse, brother, sister, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, aunts, uncles, former guardian, ward, or fiancé(e). Where the critical illness or funeral occurs outside the province, such leave shall also include reasonable travelling time, not to exceed four (4) working days. The Employer may require a medical certificate in cases of critical illness.

**22.05 Pallbearer's Leave:**

One (1) day's leave shall be granted without loss of salary or wages to attend a funeral as a Pallbearer. Travel time may be granted upon request.

**22.06 Parental Leave:**

**22.06.1 Maternity Leave:**

Maternity/parental 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, not exceeding the remaining accumulated sick leave entitlement of the employee as defined in 21.02 and 21.03. 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.

**22.06.2 Legal Adoption:**

Where an employee seeks parental leave due to legal adoption the foregoing provisions shall apply.

**22.07 Paid Jury or Subpoenaed Witness Duty Leave:**

The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror or subpoenaed witness in any court. The Employer shall pay such an employee the difference between their normal earnings and the payment they receive for jury service or subpoenaed witness, excluding payment for traveling, meals or other expenses.

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

**22.08 General Leave:**

An employee may apply for and may be granted leave of absence without pay and without loss of seniority for good and sufficient cause. Such request shall be in writing and the written consent shall state the dates on which the leave of absence begins and ends.

**22.09 Special Leave:**

Employees may be allowed one or more days to a maximum of three (3) days per school year for a leave of absence with pay and without loss of seniority and benefits for any of the following reasons:

- .1 Employee's marriage
- .2 Marriage of employee's child, brother or sister
- .3 Birth of male employee's child
- .4 Adoption of child by employee
- .5 Property damage due to Acts of God requiring immediate attention
- .6 Moving employee's household.
- .7 Formal hearing to become a Canadian citizen
- .8 Employee's, or employee's spouse, or dependant's graduation
- .9 Public transportation delays

Additional special leave not covered elsewhere in this agreement may be considered with or without pay.

**22.10 Compassionate Leave:**

The Employer shall provide leave of absence without pay to an employee who has received approval for EI [federally funded] Compassionate Leave compensation. The Employer agrees to pay the full coverage for all benefit plans for employees during this leave.

**ARTICLE 23 – PAYMENT OF WAGES AND ALLOWANCES**

**23.01 Pay Days:**

The Employer shall pay salaries every second Thursday in accordance with the rates of pay established in Schedule " A .

All employees shall have their pay deposited directly into the financial institution of their choice prior to 12:00 noon on pay days. Errors in pay shall be rectified and paid as soon as reasonably possible after notification to the Employer.

**23.02 Pay on Temporary Transfer, Higher Rated Job:**

**23.02.1 Rate of Pay:**

During the time in which an employee temporarily relieves in, or performs the principle duties of a higher paying position; whether the position is in or out of the bargaining unit, they shall receive the job rate of pay for that higher paid position. The employee shall be deemed to be covered by this Collective Agreement during the period of temporary transfer.

**23.03 Pay on Temporary Transfer, Lower Rated Job:**

When an employee is temporarily assigned to a position paying a lower rate, their rate shall not be reduced.

**23.04 Automobile Allowance:**

In the event that an employee is required to use their own automobile for the Employer's

business, the Employee shall be paid at the Automobile Mileage Rate as defined in Board Policy.

**23.05 Taxi Allowance:**

When an employee's regular work shift ends after midnight and before 7:00 a.m., the Employer will provide taxi service if requested by the employee. The employee requiring the taxi service must first receive approval from the employee's immediate supervisor.

**23.06 On Call Provisions:**

Any employee who is required to be "On Call" shall be advised in writing by their supervisor, indicating the specific period for which the employee shall be on call.

All employees designated as being on call must be immediately available by telephone contact, radio or paging devices at all times that they are on call, and shall be prepared to respond on behalf of the Employer to all emergency conditions which may arise.

When an employee is advised that they are on call, the employee shall be paid in accordance with the following schedule and conditions:

- .1 One (1) hour pay at straight time per day for those days the employee is required to be on call, excepting those days the employee is actually called out.
- .2 A minimum of three (3) hours pay at overtime rate for each call out, as defined in Article 18.07.

**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 eliminated 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:

<u>Maximum</u>	<u>Available:</u>	
For the first five (5) full years of employment:	One (1) week per year	5 Weeks
For the next five (5) full-years of employment:	Two (2) weeks per year	10 Weeks
For the next five (5) full years of employment:	Three (3) weeks per year	15 Weeks
	Total maximum available:	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.

**23.08 Workers Compensation Benefits:**

To ensure that an employee will not suffer loss of wages due to a work related injury, the Employer will continue to issue the employee their regular pay until the employee's claim for Worker's Compensation benefits has been adjudicated and benefit payments have begun, or for a maximum period of six (6) calendar months from the time of injury, whichever is shorter. During this period the employee agrees to assign to the Employer all benefits receivable from Workers Compensation.

## **ARTICLE 24 - JOB CLASSIFICATION AND RECLASSIFICATION**

### **24.01 Job Descriptions:**

The Employer agrees to maintain job descriptions that are current for all positions and classifications for which the Union is bargaining agent. These descriptions will be maintained in the Human Resources Department. All updates or modifications will be presented and discussed with the Union prior to being approved by the Administrator responsible for the Human Resources Department. The employer and the Union will use the Support Staff Job Classification System as the basis for developing and maintaining a fair, equitable and defensible job classification approach and structure.

### **24.02 No Elimination of Present Classification:**

Existing classifications shall not be eliminated without three (3) months prior notice and consultation with the Union.

### **24.03 Additions to Schedule "A":**

- .1 When a position not covered in Schedule "A" is created during the term of this agreement, the classification and rate of pay shall be subject to the Support Staff Job Classification System.
- .2 Prior to implementing any new position not covered in Schedule "A" the Employer shall give the Union at least one (1) month written notice which shall contain the job description for the new classification, the proposed rate of pay, and the intended date of implementation.
- .3 Upon agreement between the Employer and the Union, the new classification(s) and rate(s) of pay shall become part of Schedule "A" and shall be amended in writing.
- .4 The rate of pay shall be retroactive to the time the employee first filled the position.
- .5 If no agreement can be reached on either the classification and/or the rate of pay within one (1) month of formal notification of the new classification the disagreement shall be submitted to Article 11.07 of the grievance procedure.

### **24.04 Reclassification:**

- .1 Where an employee feels they are incorrectly classified, the employee may appeal following the process provided in the Support Staff Job Classification System. The employee will contact the Human Resources Co-ordinator regarding the appeal process.
- .2 The Human Resources Co-ordinator will convene a meeting of the Support Staff Job Classification Appeals committee within sixty (60) days of receipt of the completed appeals document to consider the employees appeal.
- .3 The rate of pay will be subject to Schedule "A" and will be retroactive to the date of the application referenced in 24.04.1.

## **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, Vision and Dental Care. In order to be considered eligible employees must:

- have completed thirty-one (31) calendar days of service with the Employer for all plans except Long Term Disability Benefits, and
- have completed one (1) full year of service with the Employer in order to be eligible for Long Term Disability Benefits, and
- 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. The employee is responsible for the Long Term Disability premiums for the period September 1, 1998 to August 31, 1999. Effective September 1, 1999, the employer shall contribute 100% of the premium cost for Long Term Disability. Long Term Disability and Life Insurance coverage is defined in the Standard Life Assurance Company, Policy #14252.
- .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 wages shall be paid until such time as the employee is able to return to the employee's previous position and fulfill 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:
  - reinstate the employee in the position occupied at the time that the sick leave commenced, or, if the original position is not available,
  - 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.

All employees whose regular work schedule is thirty (30) hours or more per week are eligible to join the Local Authorities Pension Plan.

**25.07 Subrogation of Sick Leave & Other Benefits**

Providing that such actions are not contrary to any federal or provincial laws, all employees on their behalf and on behalf of their dependants, assign to the Employer, in consideration of benefits provided, all rights or recovery against any person whose action caused or contributed to an occurrence giving rise to the payments under such policies to any employee and/or the employee's dependants. The Employer or their designate shall thereby subrogate on behalf of the employee or the employee's dependants against such third party, for any amounts paid pursuant to these policies.

The employees, on their own and on their dependants' behalf, agree that the subrogation rights of the Employer may exercised directly by the Employer or by the Employer assigning its rights of subrogation to the solicitor representing the employee or the employee's dependants. Such assignment will be on the basis that the Employer shall negotiate, in its sole discretion, such amount by way of legal fees and costs in connection with the monies paid to the employee under the policies as it deems acceptable.

The Employer shall restore any employee benefits that are lost as a result of the absence that can be recovered via subrogation to the extent of the monies recovered from the third party.

**ARTICLE 26 - SAFETY AND HEALTH**

**26.01 Cooperation on Safety:**

The Union and the Employer shall cooperate in establishing rules and practices which promote an occupational environment which will enhance the physiological and psychological conditions of employees and which will provide protection from factors adverse to employee health and safety.

**26.02 Union-Employer Safety Committee:**

A Health and Safety Committee shall be established which is composed of an equal number of Union and Employer representatives, but with a minimum of two Union and

two Employer members. The Health and Safety Committee shall hold meetings for jointly considering, monitoring, inspecting, investigating and reviewing health and safety conditions and practices and to improve existing health and safety conditions and practices.

**26.02.1 Health and Safety Committee Pay Provisions:**

Time spent by members of the Committee in the course of their duties shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement.

**26.02.2 Access to the Workplace:**

At the call of the Health and Safety Committee union staff or union health and safety advisors or consultants shall be provided access to the workplace.

**26.03 Right to Refuse and No Disciplinary Action:**

No employee shall be discharged, penalized or disciplined for refusing to work on a job or in any workplace or to operate any equipment where they believe it would be unsafe or unhealthy to themselves, an unborn child, a workmate, or where it would be contrary to the applicable federal, provincial or municipal health and safety legislation or regulations. There shall be no loss of pay or seniority during the period of refusal. No employee shall be ordered or permitted to work on a job which another worker has refused until the matter is investigated by the Health and Safety Committee and satisfactorily settled.

**26.04 Transportation of Accident Victims:**

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident on the job shall be at the expense of the Employer.

**26.05 First Aid Kit:**

A First Aid Kit and an Accident Log Book shall be supplied by the Employer in each school and in other appropriate locations of the Employer.

**26.06 First Aid Instruction:**

The Employer will ensure that all employees identified below receive first aid instruction (at the Employer's expense) as often as is required for them to maintain a valid First Aid Certificate. The employees referred to in this Article are:

- .1 At least one clerical and teacher aide per school
- .2 At least one custodian per shift
- .3 At least one clerical from Central Office
- .4 All Maintenance Department Staff

Such training shall be the equivalent of the St. John's Ambulance Emergency course, or greater if required by the current Job Description.

**ARTICLE 27 - TECHNOLOGICAL AND OTHER CHANGES**

**27.01 Technological Change and New Methods of Operation- Advance Notice:**

In the event of the introduction of a new method of operation by the Employer, which will materially affect conditions of employment, wage rates or work loads, the Employer shall give the Union three (3) month's notice of such change in order that all of the implications of such change can be fully discussed between the parties.

New methods of operation created by conditions or events beyond the control of the Employer are exempt from this Article.

The discussion surrounding the implications of any proposed changes shall take place in the Labour Management Committee.

## **27.02 Training and Development:**

The Employer recognizes mutual benefit in providing opportunity for employees to develop increased and improved job skills through training.

### **27.02.1 Directed Training:**

Such training may be at the request of the Employer and, where possible, will be scheduled during normal work hours and will be considered as straight time worked for the Employer. All directed training will be paid on a straight time basis only. Directed training will be subsidized by the Employer or reimbursed to the employee on the basis of 100% of the cost.

### **27.02.2 Non Directed Training:**

Such training will be at the request of the employee.

The Employer may subsidize the cost of tuition and/or course fees, up to a maximum of 100%, provided that the training received prior approval of the Employer and is deemed related to the Employer's operation.

Such training may be received during the employee's normal working hours, with prior approval or after the normal work hours of the employee.

- .1 All applications for non directed training must be in writing.
- .2 All non directed training will be approved on a course by course, seminar by seminar basis.
- .3 Further description of procedure for applications will be set in Policy.

## **ARTICLE 28 - JOB SECURITY**

### **28.01 Contracting Out:**

The Employer agrees that 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.

## **ARTICLE 29 - UNIFORM AND CLOTHING ALLOWANCE**

### **29.01 Supply of Protective Clothing:**

The Employer shall supply smocks for employees' use when doing jobs or using equipment which may soil their normal clothing. The Board shall supply coveralls to those maintenance employees whose normal clothing requires extra protection due to the nature of their work.

When an employee is required to participate in the gym and swim program, the employer shall reimburse employees up to \$50.00 for the cost of a bathing suit, per school year, upon submission of receipts.

### **29.02 Safety Footwear:**

The Employer shall provide to each permanent Maintenance Employee an allowance of \$80.00 per year for safety boots upon presentation of proof of purchase and proof of compliance with Canadian standards.

It is mandatory for all Maintenance Employees to wear approved safety footwear during all working hours.

### **ARTICLE 30 - GENERAL CONDITIONS**

#### **30.01 Bulletin Boards:**

The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

### **ARTICLE 31 - MANAGEMENT RIGHTS**

#### **31.01 Direction of Working Forces:**

The Union recognizes that it is the function of the Employer to exercise the regular and customary function of management and to direct the working forces, subject to the terms of this Agreement. The question of whether any of these rights is limited by this Agreement may be decided through the grievance procedure.

#### **31.02 Rules and Regulations:**

The Employer also has the right to make and alter from time to time rules and regulations which are to be observed by the employees. Such rules and regulations shall not be inconsistent with this Agreement. The Employer shall transmit to the Union any and all rules and regulations which in any way affect the members of the Union.

#### **31.03 Applicable Laws:**

All provisions of this Agreement are subject to applicable laws now or hereinafter in effect. If any law now existing or hereinafter enacted, or proclamation of regulation shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence. Both parties shall then consult with each other with a view to negotiating amendments with regard to the portion of the Agreement invalidated.

### **ARTICLE 32 - GENERAL**

#### **32.01 Gender Neutral Language:**

This Agreement, and all communications relating to this Agreement, shall be written in gender neutral language.

#### **32.02 Attachments to Collective Agreement:**

All appendices, addenda or letters of understanding or intent attached to this Agreement shall become part of this Agreement.

#### **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, 2005.

**ARTICLE 33 - DEFINITIONS:**

**33.01 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 Collective Agreement.

**33.02 Probationary Employees:**

Probationary employees are those who occupy permanent positions and who are serving the required probationary period. Probationary employees have access to all rights and privileges of the Collective Agreement save and except for access to the grievance procedure in the event of discharge.

**33.03 Casual Employees:**

Casual Employee shall mean an employee who is hired to fill a position made temporarily vacant as a result of sickness, leave of absence, or vacation.

**33.04 Temporary Employees:**

A Temporary Employee is one who is hired for a period of six (6) months or less for a specific job. Should the position be extended beyond six (6) months, the position shall become permanent and the job shall be posted. Temporary Employees shall be paid the start rate for the job.

Temporary and Casual Employees, unless otherwise stated, shall be excluded from all rights and benefits of the Collective Agreement.

**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 Educational Assistants and School Secretaries, Day Custodians and Facility Attendants.

**SCHEDULE A (continued)**

Accounting Associate	Electrician/HVAC
Accounting Secretary	Food Services Assistants
Administrative Secretary	Head Custodian
Administrative Secretary – Special Education	Library Assistant
Benefits Coordinator	Maintenance III
Business Services Assistant (support to Transportation, SIS & Finance)	Maintenance Secretary
Casuals	On Call Staff Coordinator
Centralized Printing Operator	Painter
Courier Warehouse Person	Plumber/Gasfitter
Custodian	Receptionist
Day Custodian	Secretary
Educational Assistants	Senior Accounts Officer/Purchasing
Educational Assistants (Speech)	Senior Payroll Officer
Transportation and SIS Coordinator	

IN WITNESS whereof the parties have executed this COLLECTIVE AGREEMENT in the City of Fort McMurray this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2006.

Signed on behalf of

Signed on behalf of

Fort McMurray School District No. 2833

Canadian Union of Public Employees Local 2545

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LETTER OF INTENT  
EXERCISE OF THE CARE

The Employer, as defined in the 1997 agreement available to all employees covered by the CUPE Collective agreement pay direct drug cards referenced to 2

Signed on behalf of \_\_\_\_\_ Signed on behalf of \_\_\_\_\_

Fort McMurray School District No. 2833 Canadian Union of Public Employees Local 2545

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\_\_\_\_\_

**LETTER OF INTENT**  
**MODIFIED WORK PROGRAMS**

The Employer recognizes the need for a policy that addresses the assistance in the rehabilitation and early return-to-work of ill or injured employees.

The Employer agrees to establish policy and related regulations/procedures within 120 days of the date of ratification of both parties.

Signed on behalf of \_\_\_\_\_ Signed on behalf of \_\_\_\_\_

Fort McMurray School District No. 2833 Canadian Union of Public Employees Local 2545

\_\_\_\_\_

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LETTER OF UNDERSTANDING

REGARDING

COST OF LIVING RECOGNITION

This letter of understanding recognizes for the life of this agreement a cost of living recognition in the amount of:

Effective Sept 1, 2005	\$ 600
Effective Sept. 1, 2006	\$3,500
Effective Sept. 1, 2007	\$3,500
Effective Sept. 1, 2008	\$3,500

Full time employees and part time employees who qualify for benefits as per Article 25.01 shall receive the full annual entitlement. Part time employees working less than 20 hours per week shall be entitled to one-half (1/2) of the annual entitlement.

It is further agreed that, should the Employer receive additional funding designated to enhance or increase Cost of Living Recognition amounts in this letter of understanding for the employees of the bargaining unit, it shall be applied to the first pay period immediately following receipt of such funding and implemented (with retroactive calculations) as promptly as is administratively feasible.

To ensure that there is a full co-operation and communication between the parties in efforts to increase COL funding, this issue shall become a regular agenda item of the Labour Management Committee during the life of this agreement.

- The Committee shall discuss and report on the lobbying efforts of the parties.
- The parties may each invite *two* additional representatives to attend the committee meetings when this issue is addressed.
- At such meetings, this issue shall be addressed first on the agenda.
- The additional invitees are excused from attending these meetings after this issue has been addressed.

Correspondence and other information related to COL initiatives that would normally be presented at Labour Management meetings shall be circulated to the committee in a timely way between meetings.

SCHEDULE A													
School District Support Positions													
Band	start	job rate	1-Sep-05 start	3.00% job rate	1-Sep-06 start	3.00% job rate	1-Sep-07 start	3.00% job rate	1-Sep-08 start	4.50% job rate			
1	\$17.81	\$19.01	103.00%	\$18.34	\$19.58	\$18.89	\$20.17	\$19.46	\$20.78	20.34	21.72		
2	\$18.46	\$19.67	103.00%	\$19.01	\$20.26	\$19.58	\$20.87	\$20.17	\$21.50	21.08	22.47		
3	\$19.12	\$20.32	103.00%	\$19.69	\$20.93	\$20.28	\$21.56	\$20.89	\$22.21	21.83	23.21		
4	\$19.75	\$20.95	103.00%	\$20.34	\$21.58	\$20.95	\$22.23	\$21.58	\$22.90	22.55	23.93		
5	\$20.39	\$21.60	103.00%	\$21.00	\$22.25	\$21.63	\$22.92	\$22.28	\$23.61	23.28	24.67		
<b>Plant &amp; Operations</b>													
Band													
1	\$23.63	\$24.83	103.00%	\$24.34	\$25.57	\$25.07	\$26.34	\$25.82	\$27.13	26.98	28.35		
2	\$24.92	\$26.13	103.00%	\$25.67	\$26.91	\$26.44	\$27.72	\$27.23	\$28.55	28.46	29.83		
3	\$26.20	\$27.41	103.00%	\$26.99	\$28.23	\$27.80	\$29.08	\$28.63	\$29.95	29.92	31.3		
4	\$27.51	\$28.71	103.00%	\$28.34	\$29.57	\$29.19	\$30.46	\$30.07	\$31.37	31.42	32.78		
5	\$28.80	\$30.01	103.00%	\$29.66	\$30.91	\$30.55	\$31.84	\$31.47	\$32.80	32.89	34.28		
<b>Custodial</b>													
	\$16.52	\$17.73	103.00%	\$17.02	\$18.26	\$17.53	\$18.81	\$18.06	\$19.37	18.87	20.24		
<b>Head Custodian</b>	\$18.46	\$19.67	103.00%	\$19.01	\$20.26	\$19.58	\$20.87	\$20.17	\$21.50	21.08	22.47		
<b>Casual</b>								\$15.91		\$16.63			
				\$15.00		\$15.15							

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