

**2021 – 2028**

**COLLECTIVE AGREEMENT**

**BETWEEN**



**FORT McMURRAY PUBLIC SCHOOL DIVISION**

**AND**



**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 2545**

**Effective: September 1<sup>st</sup>, 2021 to August 31<sup>st</sup>, 2028**

**Date of Ratification: March 17<sup>th</sup>, 2025**





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## **PREAMBLE**

We acknowledge that we are on Treaty 8 Territory, a traditional meeting grounds, gathering place, and travelling route to the Cree, Dënësulīnë, and Métis. We acknowledge all the many First Nations, Métis and Inuit whose footsteps have marked these lands for centuries. We are dedicated to honouring the intent and spirit of Treaty 8.

It is the purpose of both Parties to this Agreement:

- (a) To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union.
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- (c) To encourage efficiency in operations.
- (d) To promote the morale, well-being and security of all employees in the Bargaining Unit of the Union.

## **ARTICLE 1 – TERM OF AGREEMENT**

### **1.01 Duration**

- (a) This Agreement will be binding and remain in effect from the first (1<sup>st</sup>) day of the month following ratification by the Parties to August 31<sup>st</sup>, 2028, except as specifically provided for in Clause 31.02.
- (b) This Agreement will be binding and continue from year to year thereafter unless notice has been given by either Party.
- (c) Such notice will 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.
- (d) Within thirty (30) days of receipt of such notice, both Parties are required to commence the negotiation process for a new Agreement.
- (e) This Collective Agreement will remain in effect during the period of negotiation and until a new Agreement is signed.

## 1.02 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 will be documented and will form an addendum to this Collective Agreement.

## 1.03 Following ratification of the Agreement by both Parties and review of and agreement on all layout and content details, amendments and changes to the Collective Agreement document will be done by the Union by the CUPE Fort McMurray Area Office staff.

The Employer agrees to jointly produce the printed version of this Collective Agreement with the Union. The cost of production will be shared equally by both Parties.

## 1.04 Given the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement, there will be no strike, and the Employer agrees that there will be no lockout, in accordance with the Alberta *Labour Relations Code* and any other provincial law, regulation or legislation.

# 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. C1982-2021 or amendments thereto issued by the Alberta Labour Relations Board, and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning matters affecting the relationship between Parties.

## 2.02 Employees Included

This Agreement will apply to all employees of those classifications as referred to in Schedule B of this Collective Agreement unless otherwise specified.

## 2.03 Work of the Bargaining Unit

Division employees, whose jobs are not in the Bargaining Unit, will 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**

- (a) The Employer and Union agree that there will 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, ancestry, colour, place of origin, religious beliefs, political affiliation, gender, gender expression, gender identity, marital status, place of residence, age, sexual orientation, physical disability, mental disability, family status, source of income nor by reason of the employee's membership or activity in the Union.
- (b) The Employer will maintain a policy respecting discrimination and harassment.
- (c) Any complaint respecting discrimination or harassment will 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 will become members in good standing according to the Constitution and Bylaws of CUPE Local 2545. All new employees will, as a condition of employment, become and remain members in good standing in CUPE Local 2545 from their date of employment.

## **ARTICLE 5 – CHECK OFF OF UNION DUES**

### **5.01 Collection of Dues by Employer**

The Employer will deduct from every employee any dues or initiation fees in accordance with the Union Constitution and Bylaws.

### **5.02 Deductions**

Deductions will be made from each payroll and directly deposited to CUPE's financial institution with a copy to the Secretary-Treasurer of CUPE Local 2545 not later than the 15<sup>th</sup> day of the month following.

An electronic spreadsheet indicating the pay period covered by the deduction and the following information on file for all employees from whose wages the deductions have been made:

- (a) name;
- (b) home mailing address;
- (c) personal and work email addresses;
- (d) phone number(s);
- (e) employment status (such as full-time, part-time, temporary, casual);
- (f) leave status and type, if the employee is on leave, i.e. Union Leave, Short-term Disability, Long-term Disability, Compassionate Care, etc.;
- (g) classification/job title;
- (h) work location, if applicable;
- (i) regular earnings;
- (j) hours worked;
- (k) dues percentage; and
- (l) total amount of dues deducted.

#### 5.03 Commencement of Deductions

Dues deductions will commence when the employee becomes a Union member.

#### 5.04 Dues Receipts

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

5.05 The Employer will submit the following information to the Union President with copies to the Secretary of the Union, regarding positions within the Bargaining Unit at the time they occur:

- (a) job postings;
- (b) appointments;

- (c) hiring;
- (d) layoffs;
- (e) transfers;
- (f) recalls;
- (g) extended leaves of absence;
- (h) Long-term Disability;
- (i) terminations;
- (j) current job descriptions;
- (k) changes to job descriptions;
- (l) resolutions, policies and regulations adopted by the Division that affect the members of the Union, which will also be posted on the Division website;
- (m) transfers of employees to positions outside the Bargaining Unit; and
- (n) employees returning to the Bargaining Unit from outside the Bargaining Unit.

## **ARTICLE 6 – THE EMPLOYER AND THE UNION WILL ACQUAINT NEW EMPLOYEES**

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

- (a) The Employer agrees to post a current copy of the Collective Agreement and benefit information on the Division website and provide paper copies to employees upon request and two (2) paper copies to each worksite.
- (b) The Employer and the Union agree to jointly orient new employees to the terms and conditions of the Collective Agreement at the first mandatory Professional Learning Friday (PLF) Day, or other designated day of each school year.

A representative of the Union will 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 CUPE Local 2545, as well as the rights, responsibilities and benefits under the Collective Agreement; provided, however, that

attendance at the presentation will not be compulsory, provided further, that a representative of the Employer may be present.

**6.02 Identification of Supervisor**

All employees will 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, will pass to and from the Associate Superintendent, Human Resources and Administration of the Employer and the President of CUPE Local 2545 of the Canadian Union of Public Employees, with copies to the Secretary of the Union.

**ARTICLE 8 – PROFESSIONAL FORUM**

**8.01 Establishment of Committee**

A Professional Forum will be established consisting of a minimum of two (2) and a maximum of four (4) representatives of the Union and of the Employer. The Committee will 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 will concern itself with the following general matters:

- (a) Considering constructive criticisms of all activities so that better relations will exist between the Employer and the employees.
- (b) Reviewing suggestions from employees, questions of working conditions and service but not grievances concerned with service.
- (c) Making recommendations for the improvement of conditions, which are causing, or may cause, inefficiencies, grievances or misunderstandings.
- (d) Discussing any other items of mutual interest referred to the Committee by Union members or Management.

### 8.03 Meetings of the Committee

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

### 8.04 Chairperson of the Meeting

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

### 8.05 Minutes of Meetings

- (a) Minutes of each meeting of the Committee will be prepared and agreed to by the joint Chairpersons as promptly as possible after the close of the meetings.
- (b) The Union and the Employer will each receive electronic copies of the minutes at least two (2) weeks prior to the next scheduled meeting.
- (c) Any personal or personnel related information will be strictly confidential and will be circulated only to members of the Committee and will not appear in the minutes.

### 8.06 Jurisdiction of Committee

- (a) The Committee will not have jurisdiction over wages, or any matters of collective bargaining, including the administration of this Collective Agreement.
- (b) The Committee will 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.
- (c) The Committee will have the power to make recommendations to the Union and the Employer with respect to its discussion and conclusions.

## 8.07 Professional Forum Support

In recognition of the commitment of the Union to positive Labour Management relations and of the time and energy dedicated in this effort, the Employer will provide to the Union a two hundred dollar (\$200) per meeting honorarium to be administered by CUPE Local 2545.

## **ARTICLE 9 – BARGAINING RELATIONS**

### 9.01 Representation

- (a) The Employer will not bargain with or enter into any agreement with, an employee or group of employees in the Bargaining Unit.
- (b) No employee or group of employees other than Officers, Union Representatives or duly elected or appointed committees will undertake to represent the Union at meetings with the Employer.
- (c) The Union will supply the Employer with the names of its Officers, Union Representatives and duly elected or appointed committees.
- (d) Likewise, the Employer will 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) A Union Bargaining Committee will be appointed and consist of not more than four (4) members of the Union.
- (b) The Union will advise the Employer of the Union appointees to the Committee.
- (c) Employee representatives of the Union will not suffer any loss of pay or benefits for time involved in collective bargaining with the Employer.
- (d) Employees who negotiate with the Employer during the day will not be required to work afternoon or evening shifts and will be on leave with pay and without loss of seniority and benefits.
- (e) The Union will not be billed for this time.
- (f) The Union may appoint an alternate member, who will be allowed to attend all bargaining meetings with the Employer.

- (i) The alternate member will be granted leave of absence in accordance with the provisions of Clause 21.02.
- (ii) The Union will be billed for wages and benefits for the alternate member.

#### 9.03 Representative of the Canadian Union of Public Employees

The Union will 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 will be held at a time and place fixed by mutual agreement.

### **ARTICLE 10 – GRIEVANCE PROCEDURE**

#### 10.01 Recognition of Union Representatives

- (a) In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of Union Representatives.
- (b) A Union Representative will assist any employee, whom the Union represents, in preparing and presenting the grievance in accordance with the grievance procedure.

#### 10.02 Names of Union Representative

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

#### 10.03 Permission to Leave Work

- (a) The Employer agrees that Union Representatives will 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.

- (b) The Union recognizes that each Union Representative 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.
- (c) Therefore, no Union Representative will leave their work without obtaining the permission of their Supervisor, which permission will not be unduly delayed.
- (d) Employees will not suffer any loss of pay or benefits for the time involved in grievance or arbitration procedures.
- (e) 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.

#### 10.04 Definition of Grievance

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

#### 10.05 Settling of Grievances

An earnest effort will be made to settle grievances fairly and promptly in the following manner and will 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 their 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 Representative if the employee so wishes. If the dispute is not resolved at this level, the Union will 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 Union 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 and Finance, will meet with the Union to hear the grievance and render a decision within ten (10) working days after receipt of such notice.

**Step 3:**

Failing a satisfactory response in Step 2, the Union will, in writing, within five (5) working days, advance the grievance to the Superintendent, or designate, who will meet with the Union to hear the grievance and 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 Superintendent, or designate, with written notice of intent to proceed to arbitration within forty-five (45) days of receipt of the decision at Step 3.

**10.06 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 bypassed.

**10.07 Deviation from Grievance Procedure**

- (a) 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, will enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the grievor without the consent of the Union.
- (b) The Associate Superintendent, Business and Finance, or designate, will only be allowed to discuss this grievance with the grievor and their Union 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 allowed.
- (c) Grievances, other than Policy Grievances, will 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.

**10.08 Grievance on Safety**

An employee, or a group of employees, required to work under unsafe or unhealthy conditions will have the right to file a grievance at Step 3 of the grievance procedure for preferred handling.

#### 10.09 Replies in Writing

Replies to grievances stating reasons will be in writing at all steps.

#### 10.10 Discharge

An employee considered by the Union to be wrongfully or unjustly discharged or suspended, will commence their grievance at Step 3 of the grievance procedure.

#### 10.11 Grievance on Layoffs and Recalls

Grievance concerning layoffs and recalls will be initiated at Step 3 of the grievance procedure.

#### 10.12 Grievance Mediation

- (a) By mutual consent, the Parties may agree to use the services of a Mediator.
- (b) Each Party will pay one-half (½) of the fees and expenses of the Mediator.

### **ARTICLE 11 – ARBITRATION**

#### 11.01 Composition of Arbitration Board

- (a) When either Party requests that a grievance be submitted to arbitration, the request will be made by registered mail addressed to the other Party of the Agreement, indicating the name of its nominee on an Arbitration Board.
- (b) Within seven (7) days thereafter, the other Party will answer, indicating the name and address of its appointee to the Arbitration Board.
- (c) The two (2) nominees will then select an impartial Arbitrator as Chairperson.

#### 11.02 Failure to Appoint

If the Party receiving the notice fails to appoint a nominee, or if the two (2) nominees fail to agree upon a Chairperson within seven (7) days of their appointment, the appointment will be made by the Director of Mediation Services upon request of either Party.

#### 11.03 Arbitration Board Procedure

- (a) The Arbitration Board will determine its own procedure but will give full opportunity to all Parties to present evidence and make representations.

- (b) It will hear and determine the difference or allegation and render a decision within ten (10) days from the time the Arbitration Board sits to hear the dispute, or such longer period as the Parties agree upon.

#### 11.04 Decision of the Arbitration Board

- (a) The decision of the majority will be the decision of the Arbitration Board. Where there is no majority decision, the decision of the Chairperson will be the decision of the Arbitration Board.
- (b) The decision of the Arbitration Board will be final, binding and enforceable on all Parties, and may not be changed.
- (c) The Arbitration Board will not have the power to change this Agreement or to alter, modify or amend any of its provisions.
- (d) However, in discipline or discharge cases the Arbitration Board will have the power to substitute such other penalty, as the Arbitration Board deems just and equitable.

#### 11.05 Disagreement of Decision

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

#### 11.06 Expenses of the Arbitration Board

Each Party will pay:

- (a) The fees and expenses of the nominee it appoints.
- (b) One-half (½) of the fees and expenses of the Chairperson.
- (c) Amending of Time Limits:

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

#### 11.08 Witnesses

- (a) 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.

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

11.09 The Parties may, with mutual consent, agree to utilize a single Arbitrator in place of an Arbitration Board.

## **ARTICLE 12 – DISCIPLINE, SUSPENSION AND DISCHARGE**

### **12.01 Discipline, Suspension and Discharge**

The Employer will maintain an Administrative Procedure respecting employee discipline. Disciplinary actions will be taken in a manner consistent with the Administrative Procedure.

### **12.02 Reinstatement of Employee**

- (a) 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.
- (b) All information pertaining to the discipline, suspension or discharge will be removed from all of the employee's files.

### **12.03 Written Notice of Dissatisfaction**

- (a) When the Employer deems it necessary to notify an employee in writing of any dissatisfaction concerning their work, the Employer will do so within two (2) weeks of becoming aware of the event of the complaint.
- (b) The employee may reply to such complaints, accusations or expressions of dissatisfaction within two (2) weeks.
- (c) The Employer's letter and the employee's reply will become part of the record. A copy of the warning will be sent to the Union.
- (d) The record of an employee will not be used against them at any time after twenty-four (24) months following any letters of warning, reprimands, suspensions or other disciplinary action.

- (e) All letters of warning, reprimands, suspensions or other disciplinary actions will be removed from an employee's personnel file after twenty-four (24) months.

#### 12.04 Discipline

- (a) An employee will 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.
- (b) The Employer will give written particulars within five (5) days of such discipline to the employee with copies to the Union and the employee's record.

#### 12.05 Access to Personnel File

- (a) The Employer will provide access to all of the employee's personnel files. Access to the files will be at a mutually agreed upon time with the Associate Superintendent, Human Resources and Administration or designate.
- (b) The Employer will provide a copy of items identified in the personnel file, either on paper or by other means (i.e. memory stick), at no cost to the employee, upon request.

#### 12.06 Union Representation for Disciplinary Action

- (a) When the Employer intends to conduct a disciplinary meeting or a meeting in which discipline could be discussed, the Employer must advise the employee that the employee has the right to Union representation to prepare for the meeting and to be present at the meeting.
- (b) The Employer will provide the employee reasonable time to obtain Union representation for any disciplinary meeting or any meeting in which discipline could be discussed.
- (c) At the commencement of such a meeting, the Employer must ensure that the employee has known in advance about this right to representation and this discussion must be witnessed and noted.

12.07 Non-disciplinary letters (i.e. Letters of Expectation) will be removed from the employee's personnel file after eighteen (18) months.

## **ARTICLE 13 – SENIORITY**

### **13.01 Calculation of Seniority**

- (a) Seniority will be defined as the length of continuous employment with the Employer and will be accrued from the first day of employment in a permanent position within the Bargaining Unit.
- (b) Seniority will be used, subject to the balance of the provisions in the Article, in determining preference or priority for promotions, transfers, demotions, layoffs and recall.
- (c) Seniority, except as otherwise provided herein, will operate on a Bargaining Unit-wide basis.

### **13.02 Seniority List**

- (a) The Employer will maintain a seniority list showing the date upon which each Full-time and Part-time Employee's service commenced.
- (b) An up-to-date seniority list will be sent to the Union and posted on all bulletin boards in October and May of each year.

### **13.03 Probation for Newly Hired Employees**

- (a) Newly hired employees will be on a probationary basis for a period of eighty (80) working days from the date the employee is hired to a full-time or part-time position.
- (b) During the probationary period, such employees will be entitled to all rights and benefits of this Agreement, except with respect to discharge.
- (c) 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.
- (e) Casual Employees will be treated as Probationary Employees for the purposes of discharge.
- (f) In certain circumstances, the probationary period for a new employee may be extended for a further period of up to forty (40) working days, provided the reasons for such extension are provided to the employee and the Union.
- (g) The extension of the probationary period will only be by mutual agreement between the Employer and the Union, and such agreement must be

reached at least five (5) working days prior to the completion of the original probationary period.

#### **13.04 Loss of Seniority**

An employee will 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 will only lose their seniority in the event:

- (a) They are dismissed for just cause and are not reinstated.
- (b) They resign in writing and do not withdraw, in writing, within three (3) calendar days.
- (c) 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.
- (d) 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 will be the responsibility of the employee to keep the Employer informed of their current address.
- (e) They are laid off for a period of longer than two (2) years.

#### **13.05 Transfers and Seniority Outside Bargaining Unit**

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

## **ARTICLE 14 – PROMOTIONS AND STAFF CHANGES**

### **14.01 Filling of Vacant Positions**

- (a) When a vacancy occurs for a full-time or part-time position the Employer will, within one (1) month, notify the Union in writing that the position will remain vacant, or post the position in accordance with the following procedure:
  - (i) If the position is to be posted, or if a new permanent position is created inside the Bargaining Unit, the Employer will be at liberty to immediately fill the position temporarily but then will forthwith post notice of the position and on the Employer's website for a period of one (1) week to enable current employees to bid for the position.
  - (ii) For Administrative Assistant and school-based positions, in the event that the vacancy occurs, or a new position is created inside the Bargaining Unit between the last day of school and August 15<sup>th</sup>, the position will be posted for two (2) weeks.
  - (iii) A job posting will be deemed necessary when there has been a change in the duration any increase of the hours of work for a position, or any reduction in the hours of work of more than the minutes allowed as per Clause 15.01.

In the event that no current employees who made application have the necessary qualifications and ability to fill the job, the Employer may hire an external applicant.

It is understood all internal applicants will be informed in writing of the successful applicant, with copies sent to the Union per Clause 5.05 in a mutually agreeable format.

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 will not apply if such prior transfer is Employer initiated.

- (b) When an employee is hired on a temporary basis and is later hired into that position on a permanent basis it will be deemed that the term of temporary employment be applied to the probationary period as per Clause 13.03.
- (c) When a position is vacant for a period in excess of six (6) months because the incumbent employee is away for any reason, except Maternity or Parental Leave or other approved and protected leaves of absence, the Employer may post and fill the position on a permanent basis.

#### **14.02 Information in Postings**

- (a) A job posting notice will contain the following information:**
  - (i) job title, location, description of duties;**
  - (ii) required qualifications, knowledge and education, skills;**
  - (iii) hours of work;**
  - (iv) band rate;**
  - (v) commencement date.**
- (b) Qualifications may not be established in a discriminatory manner.**
- (c) The qualifications in postings will relate to the responsibilities specified in the job description and may also contain any specific qualifications and skills which may be required.**

#### **14.03 Role of Seniority in Promotions**

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

#### **14.04 Trial Period**

**The successful applicant will be placed into the new position on a trial basis for a period of seventy (70) working days and will be paid the starting rate for the new position filled. If the starting rate of the new position is less than what the employee is presently being paid, then the employee will be paid the "job rate" for the new position.**

- (a) Conditional on satisfactory service, the employee will be declared permanent after completion of the trial period.**
- (b) 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 will be returned to their former position, wage or salary rate and without loss of seniority.**
- (c) Any other employee promoted or transferred because of the re-arrangement of positions will also be returned to their former position, wage or salary rate and without loss of seniority.**

#### **14.05 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 will be sent to each Union applicant with copies to the Union.

### **ARTICLE 15 – LAYOFFS AND RECALLS**

#### **15.01 Definition of Layoff**

- (a) A layoff will be defined as a reduction in the workforce or a reduction in the regular hours of work of more than thirty (30) minutes per day.
- (b) For ten (10) months, school-based employees, annual layoff will mean the summer months when school is not in session.

#### **15.02 Order of Layoff**

- (a) 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 will be laid off in reverse order of seniority and in accordance with the following procedure:
  - (i) A laid off employee will first be given the opportunity to replace the least senior person with the same job title as per Schedule B in the Bargaining Unit for which the laid off employee is qualified and has the ability to perform the work.
  - (ii) If no position is available with the same job title as per Schedule B 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.
- (b) It is understood that an employee has the right to equivalent hours of work from previously held positions.
- (c) 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 will receive a notice of layoff in accordance with Clause 15.05, and all placement options as provided for within Article 15 will apply.
- (d) 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.

### 15.03 Order of Recall

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

### 15.04 No New Employees

No new employees will 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.

### 15.05 Advance Notice of Layoff

- (a) In the case of a layoff, which is anticipated to be in excess of two (2) weeks duration, the Employer will notify the employees in writing who are about to be laid off four (4) weeks prior to the effective date of layoff.
- (b) If the employee, in such a case, has not had the opportunity to work four (4) full weeks after notice of layoff, they will be paid in lieu of work for that part of four (4) weeks during which work was not made available. This Article will not apply to Casual Employees.
- (c) In the event of a work stoppage by teachers, the layoff notice requirements to Union members may not apply.
  - (i) Summer Work – School-based Employees:

School-based employees will be given the right to be employed when work becomes available, provided they have the qualifications and ability, in the order of seniority.

### 15.06 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 will have the right to continue this coverage through direct payments in the full amount of the premiums.
- (b) The Employer will continue Local Authority Pension Plan (LAPP) contributions for ten (10) month employees who are hired for summer work of at least one (1) month's duration.

### **15.07 Annual Recall**

- (b) Annual Recall will be done as per Clause 15.03.
- (b) Annual Recall will commence no later than June 1<sup>st</sup> of each year.
- (c) When doing Annual Recall, an executive member of CUPE Local 2545, chosen by the Union, will be consulted.

## **ARTICLE 16 – HOURS OF WORK**

### **16.01 Educational Assistants**

- (a) The regular work week for full-time Educational Assistants will consist of five (5) days from Monday to Friday inclusive, up to a maximum of thirty-five (35) hours per week. School-based employees will 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 Clause 17.01.
- (b) Part-time Educational Assistants will work their hours within their applicable regular work week.
  - (i) The regular work week for Part-time Employees will consist of five (5) days, Monday to Friday inclusive, with a minimum of fifteen (15) hours per week and less than thirty-five (35) hours per week.
  - (ii) 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.
  - (iii) All hours worked beyond the regular full-time work week will be considered overtime as defined in Clause 17.01.

**16.02** The regular work week for Administrative Assistants, Accounting Clerks, Custodians, Library Assistants, Maintenance/Technology Department, and Division Office Support Staff will consist of five (5) days, Monday to Friday inclusive, with a maximum of forty (40) hours per week.

### **16.03 Educational Assistants**

Educational Assistants will work under the direction of a Certified Teacher to support student learning. The work schedule for Educational Assistants is dependent upon the number and nature of students.

- (a) Supervision on Buses:
  - (i) Educational Assistants will not be required to provide supervision on regular school bussing, unless mutually agreed between the employee and the Employer.
  - (ii) 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.

#### 16.04 Custodians and Maintenance/Technology Employees

- (a) The regular work week for Custodians and Maintenance/Technology Full-time Employees will consist of five (5) days up to a maximum of forty (40) hours.
- (b) All hours worked beyond this regular work week will be considered overtime as defined in Clause 17.01.

#### 16.05 Term of Employment

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

#### 16.06 Working Schedule

- (a) The Employer will set forth and post the working schedule (hereinafter referred to as the "Work Schedule") of each department or work site.
- (b) Neither the regular work week nor the regular hours of work will be changed without five (5) days' advance notice in writing to the affected employees and to the Union.
- (c) Unless otherwise stated herein, all employees will be entitled to a minimum of a thirty (30) consecutive minute unpaid meal break.
- (d) Shift schedules will normally be kept consistent for each job classification across the Division, insofar as the operational needs of the Division allow this to happen.
- (e) Prior to implementing any permanent change of shift schedule, which will affect a group of employees, the Employer will present the proposal to the Professional Forum for discussion.

#### 16.07 Rest Period

An employee will 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 will be entitled to one (1) paid rest period of fifteen (15) consecutive minutes per day.

(a) Paid Lunch Break:

All employees whose individual workplaces' regular hours who get less than a thirty (30) minute lunch break will receive a paid one-half (½) hour lunch break.

#### 16.08 Shift Differential

(a) Afternoon Shift:

All employees who work a shift which commences later than 2:00 p.m., but not later than 10:00 p.m. will receive a one dollar (\$1.00) per hour shift differential for all hours of the shift worked.

(b) Night Shift:

All employees who work a shift, which commences later than 10:00 p.m., and concludes before 7:30 a.m., will receive a one dollar and fifty cent (\$1.50) per hour shift differential for all hours of the shift worked. Employees working afternoon or night shifts, who receive shift differential pay, will not be eligible for the paid thirty (30) minute lunch break defined in Clause 16.07 (a).

(c) Weekend Shift:

When the work week includes a shift that falls in the forty-eight (48) hours between 7:30 a.m. Saturday and 7:30 a.m. Monday, the employee will receive a weekend pay differential of seventy-five (\$0.75) cents per hour.

#### 16.09 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 two (2) hours off for the purpose of attending the meeting and thereupon their shift will be extended by up to two (2) hours. It is further agreed that at least one (1) Custodian will remain at each school.

## **ARTICLE 17 – OVERTIME**

### **17.01 Definition of Overtime**

All time worked before or after the regular scheduled workday and the regular work week, as defined in Clauses 16.01, 16.02 and 16.04, or time worked on a Paid General Holiday, will be considered overtime, except as provided elsewhere in this Agreement.

### **17.02 Compensation for Overtime Work**

Compensation for overtime worked will be paid at the rate of time and three-quarters (1¾) for hours so worked.

### **17.03 Meal Allowance**

An employee required to work more than three (3) hours overtime immediately following their regular shift will be provided with a meal or meal allowance of twenty dollars (\$20.00) by the Employer.

### **17.04 Equalization of Overtime**

Employees will not have their regular hours reduced to equalize overtime worked.

### **17.05 Division of Overtime**

- (a) Overtime will be divided equitably among the employees who normally perform the duties required and are available to perform the work to be done according to a rotating list in order of seniority, other than overtime which is an extension of the regular hours of work or overtime generated by emergencies beyond the control of the Employer. This will be applied on a school-by-school and departmental basis.
- (b) The first person on the list will have the first opportunity and whether they accept, decline, or are unavailable will be deemed to have had their opportunity.

### **17.06 Overtime during Layoffs**

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

#### 17.07 Call Back Pay Guarantee

An employee who is called back to work outside their regular working hours will be paid for a minimum of three (3) hours at overtime rates and an additional thirty (30) minutes pay at their regular rate for travelling time for each additional call received.

#### 17.08 Meetings and Weekend Work

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

#### 17.09 Time Off in Lieu of Overtime

When an employee is requested to work overtime, instead of a 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.

- (a) Should agreement not be reached as to when the employee will take time off, the time off will be added to the employee's annual vacation entitlement for that vacation year.
- (b) The decision to be paid or take time in lieu will be made at the time overtime is requested.
- (c) In no event will accumulated time exceed five (5) working days as defined by the employee's letter of employment.
- (d) School-based employees may only take in lieu time on non-instructional days. In exceptional circumstances, the Employer may grant in lieu time on an instructional day.

## **ARTICLE 18 – PAID GENERAL HOLIDAYS**

### **18.01 Paid General Holidays**

The Employer recognizes the following as Paid General Holidays for the employees:

New Year's Day	Labour Day
Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Monday During Spring Break	Remembrance Day
Canada Day	Christmas Day
Victoria Day	Boxing Day
Heritage Day	Three (3) Floating Days

Half day on the last working day before Christmas except for school-based Administrative and Educational Assistants;

and any other day proclaimed as a Paid General Holiday by the Federal, Provincial or Municipal Governments.

- (a) In the event that the current Family Day holiday is eliminated or moved to a Sunday, said Paid General Holiday will immediately cease to be a Paid General Holiday for the purpose of this Collective Agreement.
- (b) The three (3) Floating Days per school year will be taken at a time, which is mutually agreeable to the employee and the Employer.
- (c) School-based Administrative and Educational Assistants will work their regularly scheduled hours before Christmas and will receive pay in lieu of the half (½) day Paid General Holiday on a prorated straight time basis.

### **18.02 Paid General Holiday Pay**

Paid General Holiday pay will be the employee's average daily wage calculated as five percent (5%) of the employee's wages, Paid General Holiday pay, and vacation pay earned in the four (4) weeks immediately preceding the Paid General Holiday.

### **18.03 Compensation for Paid General Holidays Falling on Saturday or Sunday**

When any of the above noted Paid General Holidays falls on a Saturday or Sunday and is not proclaimed as being observed on some other day, the immediately following workday(s) will be deemed to be the Paid General Holiday. In those cases where this Article is in conflict with a scheduled teaching day, the Paid General Holiday will be rescheduled as agreed between the Union and the Employer.

**18.04 Compensation for Paid General Holidays Falling on a Normal Day of Rest**

When any of the above noted Paid General Holidays fall on an employee's day of rest, other than those outlined in Clause 18.03, that employee will be entitled to a day off with pay, or a day's pay in lieu of, as mutually agreed to between the Employer and the employee.

**18.05 Eligibility for Paid General Holidays**

To be eligible for the above-mentioned Paid General Holidays in Clause 18.01, the employee must:

- (a) not be absent from work on the employee's last scheduled day before, or the first scheduled day after the Paid General Holiday without the Employer's consent;
- (b) work on the Paid General Holiday when they are required to or scheduled to do so.

**ARTICLE 19 – VACATIONS**

**19.01 Vacation Entitlement**

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

<b>Year of Employment</b>	<b>Vacation Entitlement</b>
Before first (1 <sup>st</sup> ) anniversary	Ten (10) working days
After first (1 <sup>st</sup> ) anniversary	Fifteen (15) working days
After fifth (5 <sup>th</sup> ) anniversary	Twenty (20) working days
After twelfth (12 <sup>th</sup> ) anniversary	Twenty-five (25) working days
After twentieth (20 <sup>th</sup> ) anniversary	Thirty (30) working days
All future years	Thirty (30) working days

Accrual of vacation days will begin from the date of hire and after the specified anniversary stated above.

Application to carry over vacation entitlement must be submitted to the Employer no later than June 1<sup>st</sup> each year.

**(a) Vacation Entitlement:**

Vacation entitlement will 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 Workers Compensation Board (WCB) benefits for an extended (more than three (3) months) period.

(b) **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 Article will be reduced if the employee has chosen to apply for vacation carryover under Clause 19.02 (a).

(c) **Approved Leave of Absence During Vacation:**

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

(d) **Overtime Vacation Rate:**

No employee will be required to work during their scheduled vacation period.

**19.02 Vacations – School-based**

(a) **Vacation Pay:**

After having been employed for one (1) full year, a School-based employee who, as a condition of their employment is temporarily laid off for the summer months, will 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 will 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.

(b) **Special Vacation Requests During the School Year:**

School-based employees are required to be available for work according to their terms of employment in Article 16.

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:

- (i) Make an application in writing outlining reasons for the special vacation request.
- (ii) Such application must be submitted a minimum of ten (10) working days prior to the date of the requested leave.
- (iii) Such application must be signed and submitted to the employee's immediate Supervisor for agreement.
- (iv) Upon agreement, the employee will forward their application to the Associate Superintendent, Human Resources and Administration or designate. The Associate Superintendent, Human Resources and Administration or designate, may approve this request subject to a review of the need of the employee.
- (v) Approval is conditional to not impact the operational needs of the Division and the needs of the Employer, and the work history of the employee.

**19.03 Vacations – All others**

(a) **Vacation Schedule:**

The Employer will circulate a "Request for Vacation" list to all staff not covered under Clause 19.02 by the first working day in October of each year. A Vacation Schedule will be prepared by the Employer, in consultation with the employees, and will be posted by November 15<sup>th</sup>. The Vacation Schedule will not be changed unless mutually agreed by the employee and the Employer.

(b) **Designated Break Period for Custodians:**

- (i) The Employer has the authority to designate a break period of up to four (4) weeks for the Custodial Department.

- (ii) 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.
  - (iii) This means that the specified break period may be different in each facility.
  - (iv) Any Custodians who have used their vacation entitlement during the year and do not have sufficient vacation entitlement left to cover the entire break, may be directed to take remaining days off without pay.
- (c) Preference in Vacation:
- When establishing the vacation schedule, preference will be given to employees in order of seniority as defined in Clause 13.01 and in accordance with operational requirements.
- (d) Banking Vacation Entitlements:
- (i) 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.
  - (ii) 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.
  - (iii) 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 20 – SICK LEAVE PROVISIONS**

### **20.01 Sick Leave Defined**

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

### **20.02 Sick Leave Entitlement – First Year of Employment**

Sick Leave entitlement will be earned in the ensuing months at the rate of one and one-half (1½) days per month to a combined maximum of eighteen (18) days in the first year of employment.

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

- (a) After one (1) year of service, eligible employees will 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.**
- (b) Each eligible employee's entitlement will 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.**
- (c) 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.**

### **20.04 Proof of Illness**

- (a) 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.**
- (b) 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.**
- (c) An employee's Sick Leave record may be reviewed with the Employer, the employee and their Union Representative at any time should a pattern of unacceptable attendance not substantiated by acceptable medical documentation be noted. Should misuse of Sick Leave be demonstrated, disciplinary action may be taken.**
- (d) 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.**

#### **20.05 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.

#### **20.06 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 will not receive Sick Leave credits for the period of such absence, but will retain their cumulative credits, if any, existing at the time of such layoff.

#### **20.07 Illness in the Family**

Where no one other than the employee can provide for the needs during an illness of a child, spouse or parent, an employee will 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 Clause 20.04.

#### **20.08 Medical Appointment for Child, Spouse, or Parent**

Where an employee's child, spouse, or parent is required to travel for health care purposes for services not available in the Regional Municipality of Wood Buffalo, the employee is entitled to use a maximum of four (4) accumulated sick days per year to transport and to attend to such needs. Proof of appointment will be required in accordance with Clause 20.04.

20.09 An employee will make every effort to book appointments at the start and at the end of the day and will only take time off work necessary for the time of the appointment and travel to and from.

### **ARTICLE 21 – LEAVE OF ABSENCE**

#### **21.01 Leave of Absence for Division Business**

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

#### **21.02 Leave of Absence for Union Functions**

(a) An employee elected or appointed to represent the Union will 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 Division 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 will allow employees to attend Union functions.

- (b) The Union will reimburse the Employer within thirty (30) calendar days after receipt of an invoice for pay and benefits of the employee.
- (c) The Union will submit a tentative annual schedule to the Human Resources Department by October 1<sup>st</sup> 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.

#### **21.03 Leave of Absence for Full-time Union or Public Duties**

- (a) **Participation in Public Affairs:**

The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer will 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 they notify the Employer at the time of the request.

- (b) **Full-time or Part-time Union Position:**

An employee who is elected or selected for a full-time or part-time position with the Union or anybody, with whom the Union is affiliated, will be granted unpaid 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.

#### **21.04 Critical Illness and/or Bereavement Leave**

An employee will 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, partner, sibling, child (including step, foster, or ward), mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, aunts, uncles, former guardian, fiancé(e), or elder of an employee's Aboriginal tribe. Where the critical illness or funeral occurs outside the province, such leave will also include reasonable travelling time, not to exceed four (4) working days. The Employer may require a medical certificate in cases of critical illness.

Bereavement Leave is also available for a great-grandchild.

The leave will be taken:

- (a) On regularly scheduled consecutive workdays immediately following the death; or
- (b) the employee may use one (1) or more days immediately following the death and the remaining days to attend a funeral, burial, memorial service or celebration of life scheduled for a later date.
- (c) It is recognized by both Parties that the conditions which call for bereavement or critical illness leave are based on individual circumstances, religions, cultures, customs, and traditions.

#### 21.05 Pallbearer's Leave

One (1) day's leave will be granted without loss of pay and benefits to attend a funeral as a pallbearer. Travel time may be granted upon request.

#### 21.06 Parental Leave

(a) Maternity Leave:

- (i) Maternity/Parental Leave will be granted without pay in accordance with the *Alberta Employment Standards Code*.
- (ii) The Division will establish and maintain a Supplementary Unemployment Benefit (SUB) 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 Clauses 20.02 and 20.03.
- (iii) While on Maternity Leave and during the period of eligibility as defined by the *Alberta Employment Standards Code*, the premium cost for benefits as identified in Article 24 will be covered by the Division.

(b) Legal Adoption:

Where an employee seeks Parental Leave due to legal adoption, the foregoing provisions will apply.

#### 21.07 Paid Jury or Subpoenaed Witness Duty Leave

- (a) The Employer will grant leave of absence without loss of seniority benefits to an employee who serves as a juror or subpoenaed witness in any court.

- (b) The Employer will pay such an employee the difference between their normal earnings and the payment they receive for jury service or subpoenaed witness, excluding payment for travelling, meals or other expenses.
- (c) 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 will be considered as time worked at the appropriate rate of pay.

#### 21.08 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 will be in writing and the written consent will state the dates on which the leave of absence begins and ends.

#### 21.09 Special Leave

- (a) Special Leave with pay and benefits of two (2) days per school year may be granted upon submission of a written request to the Superintendent describing exceptional and unusual circumstances.
- (b) Such leave cannot be requested if any Floater Days in Clause 18.01 remain unused.
- (c) Additional Special Leave not covered elsewhere in this Agreement may be considered with or without pay.

#### 21.10 Compassionate Leave

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

### **ARTICLE 22 – PAYMENT OF WAGES AND ALLOWANCES**

#### 22.01 Pay Days

- (a) The Employer will pay salaries every second Thursday in accordance with the rates of pay established in Schedule A.
- (b) All employees will have their pay deposited directly into the financial institution of their choice prior to 12:00 p.m. (noon) on pay days.

- (c) Errors in pay will be rectified and paid as soon as reasonably possible after notification to the Employer.

#### **22.02 Pay on Temporary Transfer, Higher Rated Job**

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 will receive the job rate of pay for that higher paid position, from the first day of work. The employee will be deemed to be covered by this Collective Agreement during the period of temporary transfer.

#### **22.03 Pay on Temporary Transfer, Lower Rated Job**

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

#### **22.04 Automobile Allowance**

In the event that an employee is required to use their own automobile for the Employer's business, the employee will be paid at the Automobile Mileage Rate as defined in the Division Administrative Procedure.

#### **22.05 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.

#### **22.06 On-call Provisions**

- (a) Any employee who is required to be on-call will be advised in writing by their Supervisor, indicating the specific period for which the employee will be on-call.
- (b) 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 will be prepared to respond on behalf of the Employer to all emergency conditions which may arise.
- (c) When an employee is advised that they are on-call, the employee will be paid:
  - (i) One (1) hour pay at straight time per day for those days the employee is required to be on-call.

(ii) Callouts will be paid as defined in Clause 17.07.

**22.07 Termination Pay**

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

- (a) ceases wholly or partly the operation;
- (b) merges with another Employer;
- (c) eliminates a position as a result of technological change and new methods of operation as defined in Clause 26.01;
- (d) eliminates a position as a result of contracting out of operation as defined in Clause 27.01, 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
- (e) lays off any employee with eight (8) years or greater seniority and if the employee chooses not to access the recall provisions provided for in Article 15.

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

	<b><u>Available</u></b>	<b><u>Maximum</u></b>
For the first five (5) full years of employment:	One (1) week per year	five (5) weeks
For the next five (5) full years of employment:	Two (2) weeks per year	ten (10) weeks
For the next five (5) full years of employment:	Three (3) weeks per year	fifteen (15) weeks
	<b>Total maximum available: thirty (30) weeks</b>	

When an employee opts to receive termination pay, that employee will relinquish all rights under this Collective Agreement upon receipt of said termination pay.

**22.08 Workers' Compensation Benefits**

- (a) 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.

- (b) During this period, the employee agrees to assign to the Employer all benefits receivable from Workers' Compensation.

#### 22.09 Northern Living Allowance

- (a) All employees except casual will be paid a Northern Living Allowance in the amount of three thousand six hundred and five dollars (\$3,605.00) per year, paid over twenty (20) pay periods from September to June.
- (b) The Northern Living Allowance is included in the Fort McMurray Allowance (FMA) paid in accordance with the conditions set in the FMA Letter of Understanding originally signed December 10<sup>th</sup>, 2007, until such time as the amount of the FMA falls below the amount of the Northern Living Allowance.
- (c) In the event the FMA falls below the Northern Living Allowance, only the Northern Living Allowance will be paid.

### **ARTICLE 23 – JOB CLASSIFICATION AND RECLASSIFICATION**

#### 23.01 Job Descriptions

- (a) The Employer agrees to maintain job descriptions that are current for all positions and classifications for which the Union is the Bargaining Agent.
- (b) These descriptions will be maintained in the Human Resources Department.
- (c) All updates or modifications will be presented and discussed with the Union prior to being approved by the Assistant Superintendent, Human Resources and Administration.
- (d) The Employer and the Union will use the Job Evaluation Procedure (JEP) as the basis for developing and maintaining a fair, equitable and defensible job classification approach and structure.

#### 23.02 No Elimination of Present Classification

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

### 23.03 Additions to Schedule B

- (a) When a position not covered in Schedule B is created during the term of this Agreement, the classification and rate of pay will be subject to the Job Evaluation Procedure (JEP).
- (b) Prior to implementing any new position not covered in Schedule B the Employer will give the Union at least one (1) month's written notice which will contain the job description for the new classification, the proposed rate of pay, and the intended date of implementation.
- (c) Upon agreement between the Employer and the Union, the new classification(s) and rate(s) of pay will become part of Schedule B and will be amended in writing.
- (d) The rate of pay will be retroactive to the time the employee first filled the position.
- (e) 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 will be submitted to Clause 10.07 of the Grievance Procedure.

### 23.04 Reclassification

- (a) Where an employee feels they are incorrectly classified, the employee may appeal following the process provided in the Job Evaluation Procedure (JEP) System. The employee will contact the Assistant Superintendent Human Resources and Administration regarding the appeal process.
- (b) The Superintendent or designate will convene a meeting of the Job Evaluation Procedure (JEP) Appeals Committee within twenty-five (25) operational days of receipt of the completed appeals document to consider the employee's appeal.
- (c) The rate of pay will be subject to Schedule A and will be retroactive to the date of the application referenced in Clause 23.04 (a).

## **ARTICLE 24 – EMPLOYEE BENEFITS**

### 24.01 Benefit Plans

All employees, to a maximum of age seventy (70), will 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, except as restricted by provisions imposed by the plan carrier.

In order to be considered, eligible employees must:

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

#### **24.02 Hospital and Medical Insurance**

- (a) Alberta Health Care:

Commencing one (1) month and one (1) day after being hired into a permanent position with the Employer, the Employer will contribute one hundred percent (100%) of the premium cost of the Alberta Health Care Plan for employees and their eligible dependants.

- (b) Extended Health Care:

The first day following one (1) month of active service the Employer will contribute one hundred percent (100%) of the premium cost for all eligible employees.

#### **24.03 Life and Long-term Disability Benefits**

- (a) The Employer will contribute one hundred percent (100%) of the premium cost for life insurance. The Employer will contribute one hundred percent (100%) of the premium cost for Long-term Disability.
- (b) After one (1) year of service employees will become eligible for Long-term Disability (LTD) coverage.
- (c) After ninety (90) continuous calendar days of disability the Long-term Disability Plan will take effect if applicable, and no further wages will 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.
- (d) 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, will give the Employer a doctor's certificate certifying their fitness

to return to work and two (2) weeks' notice in writing of the day on which the employee intends to resume working for the Employer and the Employer will:

- (i) reinstate the employee in the position occupied at the time that the Sick Leave commenced; or,
- (ii) if the original position is not available, provide the employee with alternative work for which the employee has the qualifications and abilities;
- (iii) 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.

- (e) The employee may request reinstatement in accordance with this Article within twelve (12) months of the expiration of their Long-term Disability Benefits.

#### 24.04 Accidental Death and Dismemberment

The Employer will contribute one hundred percent (100%) of the premium cost for basic Accidental Death and Dismemberment (AD&D) coverage.

#### 24.05 Dental Care

The Employer will make available a Dental Care Plan.

The Employer will contribute one hundred percent (100%) of the costs per month for all eligible employees.

#### 24.06 Pension Plan

- (a) Every employee who is eligible under the Local Authorities Pension Plan (LAPP) will join the pension plan.
- (b) The Employer and the employee will make contributions in accordance with the provisions of the Plan.
- (c) All employees whose regular work schedule is thirty (30) hours or more per week are eligible to join the Local Authorities Pension Plan.

#### **24.07 Subrogation of Sick Leave and Other Benefits**

- (a) 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.**
- (b) The Employer or their designate will thereby subrogate on behalf of the employee or the employee's dependants against such third party, for any amounts paid pursuant to these policies.**
- (c) The employees, on their own and on their dependants' behalf, agree that the subrogation rights of the Employer may be 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.**
- (d) Such assignment will be on the basis that the Employer will 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.**
- (e) The Employer will 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.**

#### **24.08 Health Spending Account**

- (a) The Employer will establish for each eligible employee a Health Spending Account (HSA) that adheres to Canada Revenue Agency (CRA) requirements. An eligible employee under this provision means an employee with one (1) year of full service and working a minimum of twenty (20) hours per week.**
- (b) The Employer will contribute during each plan year to eligible employees on January 1<sup>st</sup> to each Health Spending Account for the benefit of that employee and their dependant(s) an annual amount of five hundred and eighty dollars (\$580.00).**

**Effective September 1<sup>st</sup>, 2025, the Employer will contribute during each plan year to eligible employees on January 1<sup>st</sup> to each Health Spending Account for the benefit of that employee and their Dependants) an annual amount of six hundred and forty dollars (\$640.00).**

Effective September 1<sup>st</sup>, 2026, the Employer will contribute during each plan year to eligible employees on January 1<sup>st</sup> to each Health Spending Account for the benefit of that employee and their Dependant(s) an annual amount of seven hundred dollars (\$700.00).

- (c) Contributions will be suspended during unpaid leaves of absence in excess of thirty (30) calendar days and for the non-health related portion of Maternity Leave.
- (d) Any unused balance from the plan year will be carried forward to the next plan year. The carried forward amount must be used by the end of the next plan year, or it will be lost. Employees leaving the employ of the Employer for any reason will forfeit any remaining balance after the runoff period.

## **ARTICLE 25 – SAFETY AND HEALTH**

### **25.01 Cooperation on Safety**

The Union and the Employer will 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.

### **25.02 Division Health and Safety Committee**

A Division Health and Safety Committee will be established which is composed of representatives of all employees of the Division, including but not limited to CUPE Local 2545, Alberta Teachers Association (ATA), out-of-scope, and Division management but with a minimum of five (5) Union members. The Division Health and Safety Committee will 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.

- (a) Division Health and Safety Committee Pay Provisions:

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

- (b) Access to the Workplace:

At the call of the Division Health and Safety Committee, Union staff or Union health and safety advisors or consultants will be provided access to the workplace.

### 25.03 Right to Refuse and No Disciplinary Action

- (a) No employee will 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.
- (b) There will be no loss of pay or seniority during the period of refusal.
- (c) No employee will be ordered or permitted to work on a job which another worker has refused until the matter is investigated by the Division Health and Safety Committee and satisfactorily settled.

### 25.04 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 will be at the expense of the Employer.

### 25.05 First Aid Kit

A first aid kit and an accident logbook will be supplied by the Employer in each school and in other appropriate locations of the Employer.

### 25.06 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:

- (a) At least one (1) Administrative Assistant and Educational Assistant per school;
- (b) At least one (1) Custodian per shift;
- (c) At least one (1) Administrative Assistant from the Division Office;
- (d) All Maintenance/Technology Department Staff.

Such training will be the equivalent of the St. John's Ambulance Emergency course, or greater if required by the current job description.

## **ARTICLE 26 – TECHNOLOGICAL AND OTHER CHANGES**

### **26.01 Technological Change and New Methods of Operation – Advance Notice**

- (a) 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 workloads, the Employer will give the Union three (3) months' notice of such change in order that all of the implications of such change can be fully discussed between the Parties.
- (b) New methods of operation created by conditions or events beyond the control of the Employer are exempt from this Article.
- (c) The discussion surrounding the implications of any proposed changes will take place in the Professional Forum.

### **26.02 Training and Development**

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

- (a) Directed Training:
  - (i) 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.
  - (ii) All directed training will be paid on a straight time basis only.
  - (iii) Directed training will be subsidized by the Employer or reimbursed to the employee on the basis of one hundred percent (100%) of the cost.
- (b) Non-directed Training:
  - (i) Such training will be at the request of the employee.
  - (ii) The Employer may subsidize the cost of tuition and/or course fees, up to a maximum of one hundred percent (100%), provided that the training received prior approval of the Employer and is deemed related to the Employer's operation.
  - (iii) Such training may be received during the employee's normal working hours, with prior approval or after the normal work hours of the employee.
  - (iv) All applications for non-directed training must be in writing.

- (v) All non-directed training will be approved on a course by course, seminar by seminar basis.
- (vi) Further description of the procedure for applications will be set in the Administrative Procedure.

## **ARTICLE 27 – JOB SECURITY**

### **27.01 Contracting Out**

The Employer agrees that work or services presently performed and provided by the members of the CUPE Local 2545 Bargaining Unit will 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 28 – UNIFORM AND CLOTHING ALLOWANCE**

### **28.01 Supply of Protective Clothing**

- (a) The Employer will supply smocks for employees' use when doing jobs or using equipment which may soil their normal clothing.
- (b) The Division will supply coveralls to those Maintenance/Technology Employees whose normal clothing requires extra protection due to the nature of their work.
- (c) When an employee is required to participate in the gym and swim program, the Employer will reimburse employees up to a maximum of one hundred and twenty-five dollars (\$125.00) for the cost of aquatic gear, per school year, upon submission of receipts.

### **28.02 Safety Footwear**

- (a) When it is mandatory for Maintenance/Technology Department Employees to wear approved safety footwear during working hours the Employer will provide to each affected permanent Maintenance/Technology Department Employee an allowance of two hundred and fifty dollars (\$250.00) per year for safety boots upon presentation of proof of purchase and proof of compliance with Canadian standards.
- (b) It is mandatory for all Maintenance Employees to wear approved safety footwear during all working hours.

## **ARTICLE 29 – GENERAL CONDITIONS**

### **29.01 Bulletin Boards**

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

## **ARTICLE 30 – MANAGEMENT RIGHTS**

### **30.01 Direction of Working Forces**

- (a) 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.
- (b) The question of whether any of these rights is limited by this Agreement may be decided through the grievance procedure.

### **30.02 Rules and Regulations**

- (a) 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 will not be inconsistent with this Agreement.
- (b) The Employer will transmit to the Union any and all rules and regulations which in any way affect the members of the Union.

### **30.03 Applicable Laws**

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

## **ARTICLE 31 – GENERAL**

### **31.01 Attachments to Collective Agreement**

All appendices, addenda or Letters of Understanding or Letters of Intent attached to this Agreement will become part of this Agreement.

### **31.02 Retroactive Pay**

- (a) Pay rates contained within Schedule A will be deemed to be retroactive for all employees included in the Bargaining Unit as of the date of signing of this Collective Agreement.
- (b) Employees who have left the employment of the Division during that period between the effective date of this Collective Agreement and the date of signing will be entitled to a retroactive pay adjustment upon receipt of a written request within thirty (30) calendar days of the date of signing.
- (c) Any and all other provisions agreed upon during negotiations for this new Collective Agreement are not considered retroactive.
- (d) For the term of this Collective Agreement, retroactivity will only apply from September 1<sup>st</sup>, 2021.

## **ARTICLE 32 – DEFINITIONS**

### **32.01 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.

### **32.02 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, as per Clause 13.03.

### 32.03 Casual Employees

Casual Employee will mean an employee who is hired to fill a position made temporarily vacant as a result of sickness, leave of absence, or vacation. Casual Employees will be paid the start rate for the job they are working in.

Casual Employees will enjoy all the benefits and rights of the Collective Agreement, except for Articles and Clauses:

#### 6.01 – Information for New Employees

Commitment: current practice (or practice as amended from time to time)

10 – Grievance Procedure

11 – Arbitration

12 – Discipline, Suspension and Discharge

13 – Seniority

14 – Promotions and Staff Changes

15 – Layoffs and Recalls

16.06 – Working Schedule

18 – Paid General Holidays

(entitlement only to Alberta *Employment Standards Code* Holidays)

19 – Vacations –

will be paid out at four percent (4%) each paycheque

20 – Sick Leave Provisions

21 – Leave of Absence

22.02 – Pay on Temporary Transfer, Higher Rated Job

22.03 – Pay on Temporary Transfer, Lower Rated Job

22.07 – Termination Pay

22.08 – Workers' Compensation Benefits –

WCB per Alberta *Workers' Compensation Act and Regulations*

22.09 – Northern Living Allowance

23 – Job Classification and Reclassification

24 – Employee Benefits

26 – Technological and Other Changes

27 – Job Security

### 32.04 Temporary Employees

A Temporary Employee is one who is hired for a period of six (6) months or less for a specific job, except for those filling in on Maternity/Parental Leave in which case the period will not exceed eighteen (18) months.

Should the position be extended beyond six (6) months, the position will become permanent, and the job will be posted. Temporary Employees will be paid the start rate for the job.

Temporary Employees will enjoy all the benefits and rights of the Collective Agreement, except for Articles:

6.01 – Information for New Employees

Commitment: current practice (or practice as amended from time to time)

11 – Arbitration

13 – Seniority

14 – Promotions and Staff Changes

15 – Layoffs and Recalls

16.06 – Working Schedule

18 – Paid General Holidays

(entitlement only to Alberta *Employment Standards Code* Holidays)

19 – Vacations –

will be paid out at four percent (4%) each paycheque

20 – Sick Leave Provisions

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22.02 – Pay on Temporary Transfer, Higher Rated Job

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22.08 – Workers' Compensation Benefits –  
WCB per Alberta *Workers' Compensation Act and Regulations*

22.09 – Northern Living Allowance

23 – Job Classification and Reclassification


24 – Employee Benefits

26 – Technological and Other Changes

27 – Job Security

Signed on July 16, 2025

Signed on behalf of Fort McMurray  
Public School Division

  
Analee Nutter (Jul 16, 2025 19:50 GMT+2)

Annalee Nutter, Superintendent

*Allan Kallal*

Allan Kallal, CPA, CMA, ICD.D  
Associate Superintendent,  
Business and Finance


  
Linda Mywaart (Aug 18, 2025 15:58:47 MDT)

Linda Mywaart, Board Chair

Signed on behalf of Canadian  
Union of Public Employees, Local 2545

  
Lynn Fleet (Aug 18, 2025 23:47:07 MDT)

Lynn Fleet, President

  
Tonya Baker (Aug 18, 2025 18:31:58 MDT)

Tonya Baker,  
FMPD Unit Vice President

**SCHEDULE A – WAGE GRIDS**

Band	September 1 <sup>st</sup> , 2023 (1.25%)		February 1 <sup>st</sup> , 2024 (1.50%)		September 1 <sup>st</sup> , 2024 (3%)	
	Start Rate	Job Rate	Start Rate	Job Rate	Start Rate	Job Rate
<b>School Division Support Positions</b>						
1	24.73	26.40	25.10	26.79	25.85	27.60
2	25.61	27.31	25.99	27.72	26.77	28.55
3	26.53	28.21	26.93	28.63	27.73	29.49
4	27.40	29.09	27.81	29.53	28.64	30.41
5	28.29	29.99	28.71	30.44	29.57	31.35
<b>Operations and Maintenance/Technology</b>						
1	32.78	34.45	33.28	34.96	34.27	36.01
2	34.58	36.25	35.10	36.79	36.15	37.89
3	36.36	38.03	36.90	38.60	38.01	39.76
4	38.18	39.83	38.75	40.43	39.92	41.64
5	39.96	41.66	40.56	42.29	41.78	43.56
<b>Custodial</b>	22.93	24.60	23.28	24.97	23.98	25.72
<b>Head Custodian</b>	25.63	27.31	26.01	27.72	26.79	28.55

Band	September 1 <sup>st</sup> , 2025 (\$1.25 or 3% whichever is >)		September 1 <sup>st</sup> , 2026 (3%)		September 1 <sup>st</sup> , 2027 (\$1.25 or 3% whichever is >)	
	Start Rate	Job Rate	Start Rate	Job Rate	Start Rate	Job Rate
<b>School Division Support Positions</b>						
1	27.10	28.85	27.91	29.71	29.16	30.96
2	28.02	29.80	28.86	30.69	30.11	31.94
3	28.98	30.74	29.85	31.66	31.10	32.91
4	29.89	31.66	30.79	32.61	32.04	33.86
5	30.82	32.60	31.75	33.58	33.00	34.83
<b>Operations and Maintenance/Technology</b>						
1	35.52	37.26	36.59	38.38	37.84	39.63
2	37.40	39.14	38.52	40.32	39.77	41.57
3	39.26	41.01	40.44	42.24	41.69	43.51
4	41.17	42.89	42.40	44.18	43.67	45.50
5	43.03	44.87	44.32	46.22	45.65	47.61
<b>Custodial</b>	25.23	26.97	25.98	27.78	27.23	29.03
<b>Head Custodian</b>	28.04	29.80	28.88	30.69	30.13	31.94

## **SCHEDULE B – JOB TITLE LIST**

### **Division Office**

Receptionist – Band 1

Senior Payroll and Benefit Officer – Band 5

Accounting Associate – Band 5

Accounts Payable Clerk – Band 5

Accounts Payable Clerk – Band 2

Human Resources Administrative Assistant – Band 5

On-Call Staff Coordinator – Band 3

Department Administrative Assistants:

    Operations and Maintenance/Technology – Band 3

Speech Assistants – Itinerant – Band 3

Student Information System (SIS) Coordinator – Band 5

Division Administrative Assistant – Band 5

### **School-based**

Senior Administrative Assistant – Band 5

Administrative Assistant – Band 2

PEAK Program Assistant – Band 3

Accounting Clerk – Band 4

Counselling Administrative Assistant – Band 5

Educational Assistants:

    Early Learning – Band 1

    Learning Support – Band 1

Severe Inclusive – Band 3

Learning Centre – Band 3

Division Programs – Band 3

Medical – Band 4

Library Assistant – Band 3

Library Assistant – Band 1

Food Services Assistant – Band 1

Instructor – Band 5

Teacher Assistant Supervisors – Band 5

**Operations and Maintenance/Technology**

General Labourer – Band 1

Skilled Labourer – Band 2

Maintenance Technician – Band 3

Optional Certified Trades – Band 4

Compulsory Certified Trades – Band 5

Head Custodian

Custodian

Information Technology Support Worker – Band 4

**Casuals**

**LETTER OF UNDERSTANDING #1**

between

**FORT McMURRAY PUBLIC SCHOOL DIVISION**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2545**

**Re: Medication Administration**

---

The Employer will undertake a complete review of current policies and practices pertaining to this matter. Updating and in-servicing as required.

The Employer will provide direction to school administrators that the safety of students is a shared responsibility of all school staff. School work assignments and practices must be developed and shared with all staff to ensure that no staff member feels 'at risk' in the administration of medication to students.


Division practices must address the administration of suitable forms of medication which include, for example, bubble-packs provided by Pharmacists, and which do not include open vials, jars or other containers of loose pills which are not labelled to indicate the student's name, frequency and time(s) of administration, and quantity.

No employee will be required to administer medication which requires training without such training.

Signed on July 16, 2025

Signed on behalf of Fort McMurray  
Public School Division

Signed on behalf of Canadian  
Union of Public Employees, Local 2545

  
Analee Nutter (Jul 16, 2025 19:50 GMT+2)


Analee Nutter, Superintendent

  
Lynn Fleet (Aug 18, 2025 23:47:07 MDT)

Lynn Fleet, President

*Allan Kallal*

Allan Kallal, CPA, CMA, ICD.D  
Associate Superintendent,  
Business and Finance

  
Tonya Baker (Aug 18, 2025 18:31:58 MDT)

Tonya Baker,  
FMPSP Unit Vice President

  
Linda Mywaart (Aug 18, 2025 15:58:47 MDT)

Linda Mywaart, Board Chair

## MEMORANDUM OF AGREEMENT

between

FORT McMURRAY PUBLIC SCHOOL DIVISION

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2545

### **RE: Term Employees**

---

A Term Employee is an employee who is hired for a period of six (6) months or more to a maximum of eighteen (18) months, including filling for Maternity/Parental Leave. Should the position be extended beyond eighteen (18) months, the position will become permanent, and the job will be posted.

Term Employees will be paid the start rate for the job for the probationary period and the job rate for the remaining period.

Term Employees will enjoy all the benefits and rights of the Collective Agreement, except for Articles and Clauses:

11 – Arbitration

14 – Promotions and Staff Changes

15 – Layoffs and Recalls

18 – Paid General Holidays  
(entitlement only to Alberta *Employment Standards Code* Holidays)

19 – Vacations –  
will be paid out at four percent (4%) each paycheque

20 – Sick Leave Provisions

22.02 – Pay on Temporary Transfer, Higher Rated Job

22.03 – Pay on Temporary Transfer, Lower Rated Job

22.07 – Termination Pay

22.08 – Workers' Compensation Benefits –  
WCB per Alberta *Workers' Compensation Act and Regulations*

22.09 – Northern Living Allowance

24 – Employee Benefits

26 – Technological and Other Changes

27 – Job Security

A Term Employee who is assigned a term that extends over into the new school year will maintain their position, unless there are permanent staff who have no position after recall is complete.

Term Employees will receive as much notice as possible if their term employment will end sooner than anticipated, but not less than one (1) week's notice.


For Float Days – Term Employees will have access to half the allotment for each five (5) months of employment for School-based employees and for each six (6) months of employment for twelve (12) month employees.

Term Employees will accrue hourly seniority for each shift worked. At the end of their term, their seniority will be frozen until they take up another term or are hired as a Permanent Employee. Upon hiring as a Permanent Employee, their seniority will be used to calculate a start date commensurate with their accrued seniority.

Term Employees may utilize their accrued seniority to apply on job postings and to count towards their probationary period.

Signed on July 16, 2025

Signed on behalf of Fort McMurray  
Public School Division

  
Annalee Nutter (Jul 16, 2025 19:50 GMT+2)

Annalee Nutter, Superintendent

Signed on behalf of Canadian  
Union of Public Employees, Local 2545

  
Lynn Fleet (Aug 18, 2025 23:47:07 MDT)


Lynn Fleet, President

*Allan Kallal*

Allan Kallal, CPA, CMA, ICD.D  
Associate Superintendent,  
Business and Finance

  
Linda Mywaart (Aug 18, 2025 15:58:47 MDT)

Linda Mywaart, Board Chair

  
Tonya Baker (Aug 18, 2025 18:31:58 MDT)

Tonya Baker,  
FMPSD Unit Vice President

**LETTER OF INTENT**

between

**FORT McMURRAY PUBLIC SCHOOL DIVISION**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2545**

**Re: Legislated Entitlements**

---


The Employer will provide the web link(s) to the King's Printer for the appropriate *Legislation* via e-mail. The Employer will not deny an employee such Legislated entitlement. Including but not limited to:

- Compassionate Care
- Critical Illness of a Child
- Death or Disappearance of a Child
- Domestic Violence Leave
- Long-term Illness or Injury
- Personal or Family Responsibility
- Reservist (service)

Signed on July 16, 2025

Signed on behalf of Fort McMurray  
Public School Division

Signed on behalf of Canadian  
Union of Public Employees, Local 2545

  
Annalee Nutter (Jul 16, 2025 19:50 GMT -2)

**Annalee Nutter, Superintendent**

*Allan Kallal*


**Allan Kallal, CPA, CMA, ICD.D  
Associate Superintendent,  
Business and Finance**

  
Linda Mywaart (Aug 18, 2025 15:58:47 MDT)

**Linda Mywaart, Board Chair**

  
Lynn Fleet (Aug 18, 2025 23:47:07 MDT)

**Lynn Fleet, President**

  
Tonya Baker (Aug 18, 2025 18:31:58 MDT)

**Tonya Baker,  
FMPSP Unit Vice President**

## **MEMORANDUM OF UNDERSTANDING**

between:

**FORT McMURRAY PUBLIC SCHOOL DIVISION**  
(hereinafter the Division)

**OF THE FIRST PART**

and

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

**OF THE SECOND PART**

WHEREAS the Government of Alberta has made available a special cost-of-living allowance called the "Fort McMurray Allowance", which is designed to compensate eligible employees who live and work in Fort McMurray and its vicinity, for the housing cost differential in Fort McMurray and its vicinity as compared to other major Alberta cities;

AND WHEREAS the Fort McMurray Allowance for educational sector employees is intended to mirror that already provided to Government of Alberta Employees working and living in Fort McMurray;

AND WHEREAS the Parties wish to set out the terms and conditions under which the Fort McMurray Allowance will become payable to eligible employees;

NOW THEREFORE the Parties hereby agree that eligible employees will be entitled to the payment of the Fort McMurray Allowance on the following basis:

### The Fort McMurray Allowance

1. Payment of this sum, which will be referred to as the "Fort McMurray Allowance", is conditional upon the Division continuing to receive, from the Government of Alberta, the Fort McMurray Allowance, which funding can be increased, decreased or discontinued, at the sole discretion of the Government of Alberta, upon provision of notice to the Division.
2. The Parties acknowledge and agree that this Memorandum of Understanding will replace the Letter of Understanding regarding cost-of-living recognition, which Letter of Understanding is attached to the Collective Agreement between the Parties, which expired August 31<sup>st</sup>, 2009, and that the said Letter of Understanding will be of no further force and

effect as of the date of execution of this Memorandum of Understanding, but only until such time as the Fort McMurray Allowance is discontinued or decreased below the Basic Minimum Cost of Allowance identified in Clause 4 of this Agreement, at which time the said Letter of Understanding will be reactivated into full force and effect.

#### Amount of Allowance

3. Effective June 1<sup>st</sup>, 2007, the Government of Alberta has set the public sector allowance, for Fort McMurray, at one thousand forty dollars (\$1,040.00) per month for each full-time equivalent eligible employee (the Fort McMurray Allowance). Full-time equivalent will be based upon thirty (30) hours per week or more. This amount is set on an annual basis by the Government of Alberta and is subject to change, as above described.

#### Basic Minimum Cost of Allowance

4. Notwithstanding the amount of allowance identified in Clause 3 above, the Parties acknowledge and agree that if the Government of Alberta reduces funding of the Fort McMurray Allowance so that it falls below three thousand five hundred dollars (\$3,500.00) per year, that the Division will continue to provide a cost-of-living allowance as per the current Letter of Understanding attached to the Collective Agreement between the Parties, which expires August 31<sup>st</sup>, 2028.
5. In the event that the Government of Alberta makes adjustments to the employee eligibility requirements for receipt of the Fort McMurray Allowance, or to the amount, the Division will notify the Union, in writing, as soon as possible as to the amount of the adjustment and the effective date of implementation. The adjusted rate of the Fort McMurray Allowance will be used to calculate the amount of the Fort McMurray Allowance payable to the eligible employee. In such case, the Parties acknowledge and agree that no further amendments to this Memorandum of Understanding will be required.

#### Transitional Matters and Retroactive Payments

6. Within thirty (30) days of execution of this Memorandum of Understanding, the Division will take such steps as are necessary to implement the payment of the Fort McMurray Allowance to eligible employees.
7. The amount of the Fort McMurray Allowance, while payable on a retroactive basis, will be calculated based upon the number of hours worked during the period of time of June 1<sup>st</sup>, 2007 up to and including the last complete pay period, following execution of this Memorandum of Understanding. The amount of the Fort McMurray Allowance will be calculated using the number of hours worked multiplied by the payment entitlement of eight dollars

(\$8.00) per hour, to a maximum bi-weekly entitlement of four hundred eighty dollars (\$480.00). This amount will be reduced by the amount of any cost-of-living adjustment that has already been paid pursuant to the terms and conditions of the prior Letter of Understanding regarding cost-of-living recognition, above described.

8. For the sake of certainty, the amount of the retroactive payment will be based upon the chart as set out in Clause 15 below. The total of the cost-of-living allowances payable to an eligible employee will not exceed the amount of the Fort McMurray Allowance, set by the Government of Alberta, which as of September 1<sup>st</sup>, 2007, is one thousand forty dollars (\$1,040.00) per month, for each eligible Full-time Employee.
9. The Division, through its administration, will utilize its best efforts to ensure that retroactive payments of the Fort McMurray Allowance are made to all eligible employees, in accordance with the above-described calculations, within a reasonable period of time, following the execution of this Memorandum of Understanding by both Parties.

#### Eligibility

10. For an employee to be eligible to receive the Fort McMurray Allowance, the employee must meet the eligibility requirements as set out in the Government of Alberta's draft Policy Guidelines dated September 20<sup>th</sup>, 2007, or such amended guidelines as may be issued from time to time by the Government of Alberta. As of June 1<sup>st</sup>, 2007, an employee must be a Permanent, Probationary or Temporary Employee as defined under Article 32 of the Collective Agreement and must both work and reside in Fort McMurray or its vicinity. Fort McMurray is defined as Ward 1 of the Regional Municipality of Wood Buffalo, and its vicinity is defined to include communities within a thirty (30) minute, one (1) way commuting distance from Fort McMurray, travelling under good road conditions.
11. Employees who are on an unpaid leave of absence of any description will not be entitled to payment of the Fort McMurray Allowance.
12. Employees eligible for receipt of the Fort McMurray Allowance as defined in Clause 10 above are those who are in receipt of salary under the terms and conditions of the Collective Agreement and employees who are in receipt of salary in the following circumstances:
  - (a) during the paid health-related portion of a Maternity Leave; or
  - (b) those in receipt of Long-term Disability Benefits; or
  - (c) those in receipt of Workers' Compensation Benefits; or

- (d) on other approved paid leave of absences by the Division which are not specifically excluded by Government of Alberta Policy guidelines;

provided that employees in all such circumstances continue to meet the residency requirements.

**Payment**

13. As of June 1<sup>st</sup>, 2007, each eligible employee will be entitled to payment of the Fort McMurray Allowance, which for a Full-time Equivalent Employee (minimum thirty (30) hours of work per week) will be equivalent to eight dollars (\$8.00) per hour, to a maximum of thirty (30) hours for each week of work in which the employee meets the eligibility requirements, which payment will be less all applicable statutory deductions.
14. Payment of the Fort McMurray Allowance will be made on a bi-weekly basis, based on the number of hours worked, as described below, together with regular salary.
15. The Fort McMurray Allowance will be payable based on the following calculations:

Hours worked/day (on 5-day week)	30 hr/week 1.0 FTE	Amount paid on bi-weekly payroll
8.00	1.00	\$480.00
7.50	1.00	\$480.00
7.00	1.00	\$480.00
6.50	1.00	\$480.00
6.00	1.00	\$480.00
5.50	0.92	\$440.00
5.00	0.83	\$400.00
4.50	0.75	\$360.00
4.00	0.67	\$320.00
3.50	0.58	\$280.00
3.0	0.5	\$240.00

16. The entitlement to payment of the Fort McMurray Allowance will terminate on the day on which the employee's employment terminates. For greater certainty, and by way of example, if an employee retires on June 30<sup>th</sup>, or if their employment expires on June 30<sup>th</sup> of any given school year, there will be no Fort McMurray Allowance payable for July and August.

### Allowance Non-Pensionable


17. The Fort McMurray Allowance, and/or any cost-of-living allowance paid in accordance with the terms and conditions of this Memorandum of Understanding, will be treated as non-pensionable compensation and will be subject to all statutory deductions at source. The Fort McMurray Allowance and/or any cost-of-living allowance will not be included in the calculation of severance pay, insurable salary, life insurance or for Long-term Disability entitlement purposes.

### Other


18. Notwithstanding Clause 4 above, the Parties acknowledge and agree that payment of the Fort McMurray Allowance is contingent on the Government of Alberta continuing to make the grant available through the Division and that the payments of the Fort McMurray Allowance may be increased, decreased or discontinued, based upon the policy decisions of the Alberta Treasury Board or the Government of Alberta. In the event that the Fort McMurray Allowance is adjusted or discontinued, the Division will provide notice of the adjustment or discontinuation of the Fort McMurray Allowance as soon as reasonably possible with no less than three (3) months' notice to the Union, following receipt of notice from the Government of Alberta.
19. Notwithstanding the date of execution of this Memorandum of Understanding, the Parties acknowledge and agree that its terms and conditions will become effective on June 1<sup>st</sup>, 2007.
20. This Memorandum of Understanding will remain in force and effect during the term of the current Collective Agreement in place between the Parties. The Parties, however, acknowledge and agree that in the event that the Government of Alberta discontinues the Fort McMurray Allowance, the Division's responsibility for payment of the Government of Alberta portion of the Fort McMurray Allowance will terminate upon cessation of funding for the same and that the Division will continue to provide eligible employees with a cost-of-living allowance as set out in Clause 4 above.

Signed on July 16, 2025


Signed on behalf of Fort McMurray  
Public School Division


  
\_\_\_\_\_  
Analee Nutter (Jul 16, 2025 19:50 GMT+2)  
\_\_\_\_\_  
Annalee Nutter, Superintendent

*Allan Kallal*  
\_\_\_\_\_  
Allan Kallal, CPA, CMA, ICD.D  
Associate Superintendent,  
Business and Finance

  
\_\_\_\_\_  
Linda Mywaart (Aug 18, 2025 15:58:47 MDT)  
\_\_\_\_\_  
Linda Mywaart, Board Chair

Signed on behalf of Canadian  
Union of Public Employees, Local 2545

  
\_\_\_\_\_  
Lynn Fleet (Aug 18, 2025 23:47:07 MDT)  
\_\_\_\_\_  
Lynn Fleet, President

  
\_\_\_\_\_  
Tonya Baker (Aug 18, 2025 18:31:58 MDT)  
\_\_\_\_\_  
Tonya Baker,  
FMPSD Unit Vice President

**LETTER OF UNDERSTANDING #2**

between

**FORT McMURRAY PUBLIC SCHOOL DIVISION**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2545**

**Re: Change of “shall” to “will” in the Agreement**


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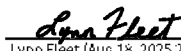
During the 2021 to 2028 round of bargaining, the Parties agreed to change all instances of “shall” to “will” in the Collective Agreement. The change is for consistency and housekeeping purposes only and is not intended to change the intent, meaning or past practice of any Article or Clause in this Agreement.

Signed on July 16, 2025


Signed on behalf of Fort McMurray  
Public School Division


Signed on behalf of Canadian  
Union of Public Employees, Local 2545

  
\_\_\_\_\_  
Analee Nutter (Jul 16, 2025 19:50 GMT+2)  
**Annalee Nutter, Superintendent**

  
\_\_\_\_\_  
Lynn Fleet (Aug 18, 2025 23:47:07 MDT)  
**Lynn Fleet, President**

*Allan Kallal*  
\_\_\_\_\_  
**Allan Kallal, CPA, CMA, ICD.D**  
**Associate Superintendent,**  
**Business and Finance**

  
\_\_\_\_\_  
Tonya Baker (Aug 18, 2025 18:31:58 MDT)  
**Tonya Baker,**  
**FMPSD Unit Vice President**

  
\_\_\_\_\_  
Linda Mywaart (Aug 18, 2025 15:58:47 MDT)  
**Linda Mywaart, Board Chair**