

COLLECTIVE AGREEMENT

between



FORT McMURRAY
CATHOLIC SCHOOLS

FORT MCMURRAY ROMAN CATHOLIC SEPARATE SCHOOL
DIVISION

and

CUPE / *Canadian Union
of Public Employees*

THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2559

EFFECTIVE: SEPTEMBER 1st, 2020 TO AUGUST 31st, 2028

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PREAMBLE

We acknowledge that we are on the traditional lands of Treaty 8 territory and the homelands of the Métis people. We recognize the land on which we stand as the ancestral land of the Indigenous peoples and is a common home to everyone in virtue of God, our Creator's gracious gift.

It is the purpose of both Parties to this Agreement:

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

ARTICLE 1 – DURATION AND TERM OF AGREEMENT

- 1.01 This Agreement will be in full force and effect as of September 1st, 2020 and continue in full force and effect through August 31st, 2028 and from year to year thereafter except as hereinafter provided.
- 1.02 The Parties may, at any time by mutual Agreement, negotiate revisions to this Agreement. Any such revisions will become effective from such date as may be mutually agreed upon by both Parties.
- 1.03 Either Party wishing to amend this Agreement will give notice in writing of such desire to the other Party, not less than sixty (60) days and not more than one hundred and twenty (120) days prior to the expiry date of this Agreement.
- 1.04 If notice to amend has been given by either Party in accordance with the conditions set out at Clause 1.03 above, this Agreement will remain in full force and effect during any period of negotiations, even though such negotiations may extend beyond the said anniversary date.
- 1.05 Active employees as of the signing of this Agreement will be entitled to retroactive payment if applicable.

- 1.06 Any and all other provisions agreed upon during the negotiations for this new Agreement are not considered retroactive unless otherwise specified.

ARTICLE 2 – MANAGEMENT RIGHTS

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

ARTICLE 3 – RECOGNITION

- 3.01 The Employer recognizes the Canadian Union of Public Employees (CUPE) Local 2559 as the sole and exclusive Bargaining Agent for all employees as described in the Alberta Labour Relations Board Certificate Number C1981-2021 and hereby agrees to negotiate with the Union.
- 3.02 Notwithstanding Clause 3.01, employees in the following positions will be excluded from this Agreement:
- (a) Executive Secretaries/Assistants and advisors to Senior Officers and Directors;
 - (b) Supervisors, Administrators, and out-of-scope Human Resources staff; and
 - (c) Specialist and Professional Staff.
- 3.03 No employee covered by the Agreement will lose their employment or have their regular hours of work reduced as a result of contracting out the work of the Bargaining Unit.
- 3.04 No employee covered by this Agreement will be required or permitted to make any written or verbal agreement that may be in conflict with this Agreement.
- 3.05 Union Orientation
- (a) The Employer will provide an opportunity for the Union to hold orientation meetings at least twice (2x) a year for new members to be held on the scheduled non-instructional days of the calendar.
 - (b) The purpose of these sessions is to inform new members of their Collective Agreement and Union membership.
 - (c) These sessions will be scheduled for sixty (60) minutes each and without loss of pay.

- (d) For Custodial/Maintenance and Out of School Care, alternate dates will be chosen by mutual agreement of the Union and the Employer.
- (e) The Union may offer one or more work-related sessions at Professional Development Days without extra cost to the Employer, no more than once (1x) per year, upon mutual agreement between the Parties.

ARTICLE 4 – NO DISCRIMINATION OR HARASSMENT

- 4.01 Whereas it is recognized in Alberta as a fundamental principle and as a matter of public policy that all persons are equal in dignity, rights and responsibilities without regards to race, religious beliefs, colour, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, marital status, sexual orientation, source of income or family status, the Parties agree that there will be no discrimination with respect to employees in accordance with the *Alberta Human Rights Act* and amendments thereto, or for their connection with a trade Union.
- 4.02 (a) The Employer and the Union agree that all employees are entitled to a work environment free from harassment, intimidation, bullying or violence of any form.
- (b) This includes but is not limited to any physical or verbal conduct that assaults, threatens, demeans, belittles, humiliates or embarrasses employees. Such incidents, when reported, will be subject to appropriate investigation and resolution consistent with the Employer's harassment policies and procedures and applicable legislation.
- (c) The Employer agrees that no policy, procedure or provision thereof will be put into force that is inconsistent with the Collective Agreement or legislation.
- (d) Should the Employer's investigation and resolution not result in the settlement of a complaint to the satisfaction of the complainant, the complainant or the Union may take any necessary legal action as they see fit, including accessing the grievance/arbitration procedure.

ARTICLE 5 – UNION MEMBERSHIP

- 5.01 All employees covered by Alberta Labour Relations Board Certificate Number C1981-2021 of the Employer will, as a condition of employment, become and remain a member in good standing of the Union immediately upon hire.

ARTICLE 6 – CHECK-OFF UNION DUES

6.01 Deductions

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

6.02 Advance Notice

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

6.03 Indemnity

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

ARTICLE 7 – EMPLOYER WILL ACQUAINT POTENTIAL EMPLOYEES

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

ARTICLE 8 – CORRESPONDENCE

- 8.01 All official written correspondence between the Parties, arising out of this Agreement or incidental thereto, will pass to and from the Secretary-Treasurer of the Division and the Secretary-Treasurer of the Union or their designate. Any changes by either Party will be provided in writing with an effective date.
- 8.02 The Union will be notified in writing/by e-mail, without unreasonable delays, of the following information related to any changes affecting Union members in staffing reports approved by the Division pertaining to members of the Bargaining Unit and

other information required for Bargaining Unit administration requested by the Union from time to time.

- 8.03 (a) The Employer will provide the Union with a copy of the approved school calendar and scheduled days of work for each employee group covered under this Collective Agreement, for the following school year, no later than May 15th each year.
- (b) The Employer will provide notice of thirty (30) days for any amendments or changes to such schedule unless the changes are due to an emergency or event outside the control of the Employer.
- 8.04 The Employer will provide the Union with a list of the names, addresses, and phone numbers of all employees covered by this Collective Agreement on a quarterly basis starting at the beginning of September of each year.
- 8.05 In accordance with Clause 8.02 above, the Employer will provide the Union with the name, address, and phone number of any newly hired employee upon commencement of employment with the Employer within ten (10) working days of commencement.

ARTICLE 9 – LABOUR MANAGEMENT ADVISORY COMMITTEE

9.01 Establishment of Committee

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

9.02 Function of 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) Improving the delivery of services to students, staff, parents and the public;
- (c) Reviewing suggestions from employees;

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

9.03 Jurisdiction of Committee

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

9.04 Meetings of Committees

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

9.05 Chairperson of Joint Committee Meetings

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

9.06 Reports of Committee Meetings

- (a) A summary of decisions or action items resulting from each meeting will be prepared and signed by the joint chairpersons as promptly as possible after the close of the meetings.
- (b) The Union and the Employer will receive a copy of the signed summary within two (2) weeks following the meeting. It will be reviewed and approved at the next meeting.

- (c) It is understood that no personal or other confidential information will be reported in any written summaries.

ARTICLE 10 – REPRESENTATIVES

- 10.01 Unless otherwise indicated, employees will have the right, at any time, to have the assistance of a representative of the Canadian Union of Public Employees or any other advisor appointed or approved by the Union, when dealing or negotiating with the Employer. Representatives are free to attend meetings and, upon appointment, will have access to designated facility space of the Employer in order to investigate and assist in the settlement of a grievance.
- 10.02 (a) For clarity, the right of representation does not extend to routine interaction/ communication between employees and their Supervisor or confidential performance evaluation interviews between the employee and their Supervisor that are not disciplinary in nature.
- (b) The Employer will contact the Union in cases of negative reviews and potential consequences. The Employee has the right to stop a meeting when discipline is discussed. The Employee has the right to Union representation in all disciplinary matters.

ARTICLE 11 – NOTICE TO EMPLOYEES

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

ARTICLE 12 – GRIEVANCE PROCEDURE

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

12.02 Union Representatives

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

12.03 Permission to Leave Work

- (a) The Employer will endeavour to settle grievances within normal working hours providing operational and job duties permit.
- (b) The Union recognizes that the Employer employs each Steward, and they will not leave their work during working hours except to perform duties under this Agreement.
- (c) Therefore, no Shop Steward will leave work without obtaining the permission of their Supervisor, as defined in Clause 12.06 or the Human Resources Director, which will not be unduly delayed or unreasonably withheld.

12.04 Definition of Grievance

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

Grievances will be either:

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

12.05 Initiation of Grievance

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

12.06 Grievances will be dealt with in successive steps, as follows:

Pre-Grievance Discussion

Prior to initiating a grievance an employee must register their complaint within the timeline under Clause 12.05. The employee will make formal arrangements to discuss the problem verbally with their Supervisor, as defined below.

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

- (a) Instructional Support Group, all sub-groups, except Child Care Services – School Principal;
- (b) Administrative Group, School Administrative Support – School Principal;
- (c) Child Care Services – Program Manager or Designate;
- (d) Division Administrative Support, External Services, Technical Support – Human Resources Director;
- (e) Custodial and Maintenance Groups – Human Resources Director.

Step 1

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

Step 2

- (a) If the grievance is not resolved under Step 1, the employee and a Union Representative may advance the grievance to the Superintendent or designate within ten (10) working days.
- (b) The grievance will be in writing and must express the nature of the dispute, alleged Articles of the Collective Agreement that are alleged to have been violated and the redress sought.
- (c) The Superintendent or designate will respond within ten (10) working days. At Step 2 the Parties will meet to explore all avenues for resolution.

12.07 Time limits stipulated in the grievance procedure are mandatory unless mutually agreed by the Parties to extend such limits. If the Employer or the Union fails to comply with the time limits, the grievance will be processed to the next step.

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

12.09 Composition of the Arbitration Board

- (a) When either Party requests that a grievance be submitted to arbitration, the request will be made to the other Party of the Agreement, indicating the name of its nominee on an Arbitration Board.

(b) Within twenty (20) working days thereafter, the other Party will answer by registered mail indicating the name and address of its nominee to the Arbitration Board.

(c) The two (2) nominees will then select an impartial Chairperson.

12.10 Failure to Appoint

If the Party receiving the notice fails to appoint an Arbitrator or if the two (2) nominees fail to agree upon a Chairperson within twenty (20) working days of their appointment, the appointment will be made by Mediation Services upon request of either Party.

12.11 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. However, in discipline or discharge cases, the Arbitration Board will have the power to substitute such other remedy, as the Arbitration Board deems just and equitable.

12.12 Expenses of the Arbitration Board

Each Party will pay:

(a) The fees and expenses of their nominee; and

(b) One-half (½) of the fees and expenses of the Chairperson.

12.13 Amending of Time Limits

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

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

12.15 Witnesses

- (a) At any stage of the grievance or arbitration procedure, the conferring Parties or the Arbitrator(s) will have the assistance and cooperation of the Union, Employer or employees involved and any necessary witnesses.
- (b) All reasonable arrangements will be made to permit the conferring Parties or the Arbitrator(s) to have access to the Employer's premises to view any working conditions, which may be relevant to the settlement of the grievance.

ARTICLE 13 – DISCIPLINE, SUSPENSION AND DISCHARGE

- 13.01 The Employer will maintain a policy respecting employee discipline. Disciplinary action will be taken in a manner consistent with that policy.
- 13.02 The Employer will utilize a model of progressive discipline. The outcome of disciplinary action will allow for increased escalation based upon frequency, degree of negligence and severity of outcome or any combination thereof, up to and including termination of employment.
- 13.03 Letters or other references to actions or discipline will not be used against an employee at any time after twenty-four (24) months following any letters of reprimand, suspensions, or other disciplinary action, providing no related disciplinary actions are issued to the employee within the twenty-four (24) month period.
- 13.04 All letters or other references to actions of discipline will be removed from the employee's personnel file after twenty-four (24) months providing that no related disciplinary actions are issued to the employee at that time.
- 13.05 (a) No employee will be disciplined or discharged except for just cause.
- (b) 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, without loss of seniority, wages and benefits.
- (c) All information pertaining to the discipline, suspension, or discharge will be removed from the employee's personnel file.
- 13.06 (a) An employee will have the right to Union representation at any disciplinary meeting, including during interviews regarding allegations of misconduct.
- (b) The Employer will notify both the Union and the employee in advance of the meeting and indicate its purpose.

- (c) The notification will include a reminder to the employee of their right of representation and a recommendation that they contact their Union Representative.
 - (d) Should an employee wish to waive their right of representation, this will be confirmed in writing before the start of any meeting/interview.
 - (e) The employee will also be advised that they have the right to stop the meeting/interview at any time and seek representation if they wish to do so.
- 13.07 The Employer will notify the employee in writing of any discipline, suspension, or discharge and a copy of the notice will be sent to the Union. Such notification will be sent within five (5) working days.
- 13.08 Upon given reasonable notice to the Employer, employees will be given access to their personnel file.
- 13.09 An employee will not be disciplined for refusing to cross a legal picket line held at their work site during a legal strike.

ARTICLE 14 – SENIORITY

14.01 Definition

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 with the Employer.

14.02 Use of Seniority

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

14.03 Seniority List

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

- (d) When two (2) or more employees have the same seniority date, the order of seniority will be by last name alphabetically on the date of hire.

14.04 Loss of Seniority

- (a) An employee will not lose seniority rights if they are absent from work because of sickness, accident, temporary layoff or a Leave of Absence approved by the Employer.
- (b) Employees will only lose their seniority in the event that they:
 - (i) Are dismissed for just cause and not reinstated;
 - (ii) Resign in writing and do not withdraw their resignation within two (2) working days.
 - (iii) Are absent from work in excess of three (3) consecutive working days without sufficient cause or without notifying the Employer, unless such notice is not reasonably possible;
 - (iv) Fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It will be the responsibility of the employee to keep the Employer informed of their most current address.
 - (v) They are laid off for a period of more than two (2) years unless they receive a severance payment at which time the loss of seniority will be immediate.
- (c) Any unpaid Leave of Absence of more than twenty (20) working days or one (1) calendar month, with the exception of Maternity, Parental, Union or Sick Leave, will not be counted toward the determination of the seniority of any employee, effective the date of ratification of this Agreement.

ARTICLE 15 – PROMOTIONS AND STAFF CHANGES

15.01 Postings

When a vacancy occurs for a full-time or part-time position or when a position is temporarily vacated as a result of a Maternity/Parental Leave, the Employer will either eliminate or post the position as follows:

- (a) If the position is to be posted or a new position is created, the Employer may immediately fill the position temporarily, but then will forthwith post notice of the position on approved bulletin boards or Division Job Postings site for a

period of at least five (5) working days to enable current employees to apply for the position;

- (b) Excluding the Custodial/Maintenance Group, Permanent Employees may request a transfer once per school year. Any subsequent request must be approved in advance by the Employer.
 - (i) Custodial/Maintenance Employees may apply for transfer up to two times (2x) per school year.
- (c) The Employer may initiate a request to an employee for a transfer. Such request will not be counted under Clause 15.01 (b).
- (d) It is understood that internal applicants will be considered prior to external applicants if they meet the qualifications and competencies requirements of the position.
- (e) For the sole purpose of Clause 15.01(d), an individual who was employed as a Temporary Employee for more than thirty (30) consecutive working days in the previous six (6) months prior to the date of the posting will be considered an internal applicant on the condition they meet the qualifications and competencies requirements of the position. In the event that seniority is a factor in the selection of internal applicants, they will be considered to have seniority equivalent to the number of days they worked as a Temporary Employee in the past six (6) months.
- (f) When a position is vacant for a period in excess of twelve (12) consecutive months because the incumbent employee is away for any reason, the Employer may post and fill the position on a permanent basis. This period is extended to eighteen (18) months for a vacancy due to Maternity/Parental Leave.
- (g) The Employer will prepare a report of completed postings on a monthly basis. Such a report will be made available to the Union.

15.02 Role of Seniority

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

15.03 Information in Postings

Postings will contain the following information:

- (a) Opening and closing dates of the posting;

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

15.04 Trial Period for Alternate Position

- (a) Permanent Employees transferring or promoted to higher paid positions, will be on a trial period of sixty (60) working days.
- (b) In the event the employee is not successful during the trial period, they will be returned to their former position, including wage, or salary rate without any loss of seniority.
- (c) During the trial period, the employee may choose to return to their former position, including wage or salary rate without any loss of seniority.
- (d) If an employee returns to their former position under this Article after more than twenty-five (25) working days, the newly opened job will be reposted in accordance with this Article.
- (e) Permanent Employees in the Instructional Support Group from one classification level to another will move laterally based on their applicable education level.
- (f) Permanent Employees in the Administrative Support Group promoted to a higher classification level will be credited with no more than four (4) years of experience on the grid.
- (g) If an employee accepts a position with the Employer which is exempt from the Bargaining Unit for a term of less than one (1) calendar year, such employee will continue to accrue seniority in the Bargaining Unit.

15.05 Job Descriptions, Classifications, and Reclassification

- (a) The Employer agrees to maintain job descriptions for all classifications recognized in Schedule A for which the Union is the Bargaining Agent. Job descriptions will be consistent with the function and responsibilities of the job being performed.

- (b) When a new position is created or the duties of an existing position are modified in a significant manner, the job description and its classification will first be presented and reviewed by the Classification Review Committee for discussion.
- (c) If an employee feels their position is incorrectly classified, they may request to have the position reviewed by the Classification Review Committee. Such a request will be made in writing to the Director of Human Resources.
- (d) In the event the position is re-classified to a higher rate of pay, the incumbent will be paid retroactively to the date the request was made to the Director of Human Resources.
- (e) In the event the position is re-classified to a lower rate of pay, the incumbent will be red-circled at their existing rate of pay until such time the rate is equal to or greater than the old rate.
- (f) In the event the Union is not satisfied with the decision of the classification review committee, the Union will have the right to submit the dispute to arbitration pursuant to Clause 12.09 of the Agreement. It is agreed that the Arbitration Board will have no authority to alter or modify the existing pay grids and classification groups.
- (g) Employees may obtain a copy of their most current job description from the Human Resources Department.

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

15.07 Classification Review Committee

- (a) The Committee will consist of two (2) representatives from the Employer and two (2) from the Union and will conduct evaluations in a transparent, honest and objective manner.
- (b) A member of the committee will be declared in conflict of interest for the classification or reclassification as follows:
 - (i) The position being evaluated is the member's position, in which case the member will be replaced by an alternate employee in a different classification to be named by the Union.
 - (ii) The member is in a supervisory or subordinate capacity to the position.
 - (iii) The member is related to the incumbent in the position.

- (iv) The member must declare a conflict of interest due to personal, business or other relationships that might reasonably be construed as giving rise to concerns about conflict and bias.

15.08 The classification procedure will not be amended without consultation with CUPE Local 2559.

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

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

15.11 For applicants who are successful on a job posting:

- (a) The successful applicant on a job posting will start their position within twelve (12) working days of the anticipated start date.
- (b) If the employee is unable to be placed at their new position, the employee and the Union will receive the reasons in writing.
- (c) In circumstances where reasonable operational needs are not compromised, the successful applicant will not wait more than twenty (20) working days for placement in their new position.

ARTICLE 16 – LAYOFF AND RECALL

16.01 Layoff

- (a) A layoff is defined as a reduction of workforce, regular hours of work or regular rate of pay for a Permanent Employee.
- (b) The Employer must give ten (10) working days written notice to the employee for any layoff that occurs during the school year.
- (c) Where there is more than one (1) position of the same job classification at the affected school, the layoff will apply to the least senior employee in the job classification.
- (d) The employee will have the option of being placed on layoff and exercise bumping rights as pursuant to Clause 16.02.
- (e) The employee will have five (5) working days to notify the Employer of the employee's intention.

16.02 For layoffs of Permanent Employees that occur during the school year, the following procedures will apply:

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

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

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

Step 3: When there are no vacant positions in the employee's job classification level the employee may choose to exercise the employee's bumping rights to bump the least senior employee in the Division of any of the job classifications within their group for which the employee is qualified and has the required competencies.

For the purpose of this Article, an equivalent position is a position of the same job classification for which the employee is qualified and has the required competencies.

16.03 Placement Between School Years

- (a) The Placement Day date will be communicated to all members prior to February 1st of the current school year. This process will be scheduled on a non-instructional day and is not deemed to be a paid day. This date may be changed by mutual agreement of the Parties.
- (b) The placement procedure is based on the concept of maintaining the education/workplace environment stable and consistent with a focus on minimizing staff changes. Keeping the environment as stable and consistent as possible, we believe should reduce anxiety and stress on employees, students and schools.
- (c) The placement procedure between school year of Permanent Employees to funded Instructional Support Group positions will be as follows:

Step 1 – Funded Positions:

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

No later than five (5) days before Placement Day the Employer will:

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

Step 2 – Assignment of Positions:

- (a) This process is conducted electronically. On Placement Day(s), Permanent Employees in order of seniority will select a position for which they are qualified and have the required competencies from the Division list.

- (b) Employees who reject all vacant positions will not be assigned to a funded position and will be placed on Division recall with no bumping rights and will proceed to recall.
- (c) Any staff remaining without a funded position at the end of the placement process will proceed to recall.
- (d) Permanent Employees not in attendance will proceed to recall.
- (e) General
 - (i) Employees employed in the Program Unit Funding (PUF) are classified based on special education codes. Given that PUF is normally provided only for one (1) school year, employees will be automatically re-classified as EA2 – PUF 47 at the end of the school year. Re-assignment within the PUF program will be made as the grant applications are processed and approved by Alberta Education.
 - (ii) It is understood that individual children/students will not be attached or referred to in any specific position or employees as part of the placement procedure.
 - (iii) The Employer will endeavour to inform employees of their planned assignment for the next school year once the placement procedure has been completed and before the end of the school. Both Parties clearly understand that such information would only be preliminary and subject to change.
 - (iv) In circumstances where an employee works with an individual student, such placement will normally not exceed two (2) consecutive school years. Such cases will be on a case-by-case basis depending on the student's needs.
- (f) Placement for the Child Care Services Sub-group will be held separately, using the same procedure outlined in this Article.
- (g) Employees in the Aboriginal Learners and Journeyman/Technical Instructional Program are excluded from the placement between school years procedure.
- (h) The employee will have the right to access Union representation throughout the process.

16.04 Recall list

- (a) Employees on the recall list will be recalled, when work becomes available, in the order of seniority, and will be offered the first available position for which they are qualified to perform the work.
- (b) Employees are responsible to ensure that the Employer can contact them for recall in a timely manner. Recall will be deemed to have been carried out after documented phone calls are made on three (3) consecutive working days to the last known phone number(s) of the employee as shown on the employee's record held by the Division.
- (c) A reasonable offer is defined as any position in the Division in the same classification level.
- (d) The Employer is only responsible to make three (3) reasonable offers through the recall list. The three (3) offers may be made on the same call. If an employee declines three (3) reasonable offers, the employee:
 - (i) Will be granted a Leave Without Pay and benefits for a period not exceeding two (2) years from the last day of work;
 - (ii) Will retain their seniority as pursuant to Clause 14.05;
 - (iii) May apply for any new or vacant positions becoming available as posted as pursuant to Clause 15.01 of this Agreement.

16.05 When an Administrative Support, Indigenous Liaison, Custodial or Maintenance Employee receives a layoff notice, the employee will:

- (a) Receive the option of being placed on a recall list as per Clause 16.02; or
- (b) Accept severance pay at a rate of one (1) month's pay for each year of service to a maximum of six (6) months' pay.
- (c) An employee on the recall list may choose to be paid the severance pay at any time and terminate their rights to recall.

16.06 No New Employees

No new employees will be hired to a permanent, temporary, or casual position until those laid off who are qualified to do the work have been given an opportunity of recall under Clause 16.04.

ARTICLE 17 – HOURS OF WORK

17.01 Work Calendar and Schedule

Employment will be based on the following work calendar:

- (a) Administrative Support – Subgroup a:
Two hundred and ten (210) days unless otherwise designated for the position.
- (b) Administrative Support – Subgroups b, c and d:
Five (5) days per week – twelve (12) months per year.
- (c) Custodial and Maintenance:
Five (5) days per week – twelve (12) months per year.
- (d) Instructional Support – Subgroups a, b, c and d:
Instructional days plus five (5) days.
- (e) Instructional Support – Subgroup e:
Child Care Services scheduled days plus two (2) days.

17.02 Definition of Full-Time Position

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

Full-time positions are defined as follows:

- (a) Administrative Support:
Seven (7) hours per scheduled workday.
- (b) Maintenance:
Forty (40) hours per week.
- (c) Custodial:
Twenty-five (25), thirty (30), thirty-five (35) or forty (40) hours per week as per the designation of the position.
- (d) Instructional Support - Subgroups a, b, c and d:
Six hours (6) and fifteen (15) minutes per scheduled workday.
- (e) Instructional Support – Subgroup e:
Seven (7) hours per scheduled workday.

All additional time must be specifically authorized by the Superintendent or designated authority.

17.03 Working Schedule

The hours and days of work will be posted in an appropriate location. Except in emergency situations, shifts will not be changed unless a twenty-four (24) hour notice is given to the employee.

17.04 Paid Rest Period

- (a) An employee will be permitted a rest period of fifteen (15) consecutive minutes in both the first half and the second half of a shift in an area made available by the Employer.
- (b) 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, if employed for more than four (4) hours, the employee will receive both rest periods.
- (c) The first break cannot be scheduled within the first hour of work unless mutually agreed by the employee and the Employer. Such agreement will not be unreasonably withheld.

17.05 Lunch Period

An unpaid lunch period will be provided for each employee as follows:

- (a) Administrative Support: At least thirty (30) minutes
- (b) Maintenance and Custodial: At least thirty (30) minutes
- (c) Instructional Support: At least half of the school-designated lunch period (Subgroups a, b, c and d)
- (d) Instructional Support: At least thirty (30) minutes (Subgroup e)

If an employee is asked to work a portion of their unpaid lunch break and it is in excess of their regular work hours, the employee will be credited with equal time in lieu.

17.06 Shift Differential

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

- (b) The Employer will notify the Union of the establishment of new evening, night and other shifts. The shift premium hourly rates will be as follows:
 - (i) Evening Shift: One dollar (\$1.00) per hour worked
 - (ii) Night Shift: One dollar and fifty cents (\$1.50) per hour worked
 - (iii) Weekend Shift: Seventy-five cents (\$0.75) per hour worked
- (c) Shift premiums will not be included in the calculation of overtime, callouts, pension, life insurance and other benefits.
- (d) Employees will be paid the applicable shift differential premium on the hours of their shift worked during the evening or night shift.
- (e) An employee who works a shift where half or more of the hours worked are in the evening or night shift, will be paid the applicable shift premium for all the hours of their shift.
- (f) The evening shift is defined as hours worked between 1800 and 2400 hours.
- (g) The night shift is defined as hours worked between 0001 and 0600 hours.

17.07 Acting Assignments

Acting pay is paid when an employee is assigned to perform the duties and responsibilities of an absent worker in a higher classification subject to the following conditions effective the first (1st) day of the month following ratification:

- (a) For all groups except Instructional Support:
 - (i) When an employee is required to temporarily assume a position of a higher classification for a period in excess of two (2) consecutive days the employee will be paid at the higher classification rate.
 - (ii) The adjustment will be retroactive to the first (1st) day of assignment. Such assignments will be made in writing by the Supervisor.
 - (iii) The covering of minor tasks while still handling their usual work or during the absence of a supervisor for breaks, scheduled Personal Leave or vacation is not considered an acting assignment unless exceptional circumstances prevail.
 - (iv) An employee temporarily assigned to a lower classification will not have their rate of pay reduced.

(b) For Instructional Support Group:

Educational Assistants assigned to a higher job classification will be paid at the higher rate, upon meeting the following criteria:

- (i) The coverage must be for a minimum of one (1) consecutive hour in duration to qualify.
- (ii) The coverage must be assigned directly by a Supervisor (Classroom Support Teacher, Vice Principal or Principal).
- (iii) All hours worked by the employee in the higher classification, as assigned, will be recorded by the employee on a daily basis in a ledger maintained in a central location as determined by the Employer and signed off weekly by the assigning Supervisor.
- (iv) The hours and differences in pay will be calculated and paid out twice per year, the first on or before the end of January and the second on or before the end of July.
- (v) The time covered under the relief supervision honorarium will not be included in such ledger.

(c) Student Supervision:

- (i) School-based EA2s and EA3s in elementary schools who are regularly assigned to provide relief supervision for students who are normally supervised by EA4s and will be granted an annual honorarium of one hundred and seventy-five dollars (\$175).
- (ii) This honorarium is administered on a pro-rata basis (full-time equivalent (FTE) and working days/year).
- (iii) Leaves of Absence will be deducted for the purposes of this calculation.
- (iv) The honorarium will be paid in two (2) installments at the end of January and the end of June.

17.08 Banking

- (a) For local banking, postal service and purchasing, the Principal will appoint one (1) person (normally their administrative assistant or business manager) to conduct the above business.

- (b) This person will be entitled to the following allowance in lieu of reimbursement provided for under the Employer's travel policy:
 - (i) Forty-six dollars (\$46.00) monthly allowance based on verified travel logs.
- (c) Person designated will use their own private vehicle and will maintain a record (log) of their travel.
- (d) At the end of each and every applicable month (August to June), a monthly expense claim will be submitted to the Secretary-Treasurer of the School Division. This claim will be approved by the Principal.
- (e) The August payment will cover the early part of July and the later part of August.
- (f) Claim for reimbursement must be submitted no later than sixty (60) days after the end of the month covered.

17.09 Additional Hours of Work:

- (a) Employees, who are regularly scheduled to work less than eight (8) hours per day or forty (40) hours per week as per Clauses 17.01 and 17.02 respectively, may have the opportunity to work additional hours in their respective position/assignment, to a maximum of eight (8) hours per day or forty (40) hours per week.
- (b) Additional hours will be offered to employees in the following order:
 - (i) Employees at the site where the additional hours are available;
 - (ii) Employees from another site;
 - (iii) Casual Employees.
- (c) Additional hours worked will not impact the delivery of the service provided by the employee in their regular job.
- (d) Additional hours worked will:
 - (i) Be paid at the regular rate of pay for the position; or
 - (ii) Accumulated as time off in lieu as per Clause 18.04.
- (e) Additional hours of work will be distributed as equally as possible among the applicable employees.

17.10 Summer Schedule for Maintenance and Custodial

- (a) During the month of July and the first two (2) weeks of August, the Employer will endeavour to allow employees to work on a modified work week.
- (b) Every effort will be made to offer additional summer hours to Part-time Employees in the Maintenance and Custodial departments.

17.11 Community Host and Community Host Labourers

- (a) Shift selection or assignments will be made on an equitable basis based on the availability of the people who do this casual work.
- (b) Employer directed shift changes for Community Hosts and Labourers will provide a minimum of twenty-four (24) hours' advance notice.
- (c) If proper notice is not provided, the employee will be paid overtime rates for all hours of the shift.
- (d) If the shift is cancelled with less than twenty-four (24) hours' notice, the employee will be paid for three (3) hours at the regular rate of pay.

ARTICLE 18 – OVERTIME

18.01 All time authorized by the Employer and worked by the employee in excess of eight (8) hours per day and forty (40) hours per working week will be considered overtime.

18.02 Overtime hours will be authorized in such manner and by such persons as directed by the Employer.

18.03 Overtime Rate

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

- (a) One and on half (1½) times their regular hourly rate.
- (b) Two (2) times their regular hourly rate for the Custodial and Maintenance group.

18.04 Time in Lieu

Employees required to work additional hours as per Clause 17.09 or overtime as per Clause 18.01 may select to accumulate the hours as Time in Lieu or paid at the hours at the applicable rate.

The following conditions will apply:

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

18.05 Flex Time

- (a) Flex Time is defined as additional hours worked by an employee under the following circumstances:
 - (i) Following a request made by an employee to modify their schedule and work additional hours for the purpose of taking time off for personal reasons during a scheduled workday. Approval of such request will be at the discretion of the Employer; or
 - (ii) When the Employer provides opportunities for additional hours of work outside of the regular schedule and the employee voluntarily agrees to work the additional hours for the purpose of taking time off.

- (b) In such cases, the following conditions will apply:
 - (i) An agreement will be made in writing with regard to when the time will be used.
 - (ii) Such an agreement may be general in nature but will be clear to both the employee and the Employer.
 - (iii) The impact of the request for Flex Time on students and operations of the classroom, school or Division will be considered in granting such agreements;
 - (iv) Employees must request in writing to take Flex Time with at least ten (10) working days of notice to the Employer. The Employer will respond to the employee within five (5) days of submission of the request;
 - (v) An employee will not have any more than the equivalent of five (5) regular working days of Flex Time accumulated at any one time;
 - (vi) Approval to combine days of Flex time, Time in Lieu or Personal Leave will normally not be granted unless special circumstances apply;
 - (vii) Flex time, Time in Lieu and Personal Leave hours may be combined to create one (1) full working day of leave.
- (c) Any unused Flex Time at the end of the fiscal year will be paid out at the rate at which it was earned or, at its discretion, the Employer may direct an employee to utilize their accumulated Flex Time before the end of the school year if the employee elected not to use their time as per Sub-clause (b) (i) above.

18.06 Call Out

- (a) When an employee is called out to work outside their normal working hours and such Call Out requires the employee to return to work after leaving for the day at the end of their regular shift, or being called in to work more than one hour before the start of their regular shift, they will be provided with a minimum payment of three (3) hours at one and one half (1½) times the normal rate of pay.
- (b) Subsequent Call Outs, if within the initial three (3) hour period, are not considered to be eligible for additional Call Out pay unless the total time worked exceeds three (3) hours.

- (c) Employees called out under this Clause will be compensated for mileage in accordance with Clause 24.06. Should the Employer provide an employee with a Division vehicle, mileage responding to calls under this Clause will be considered that of the Employer.

18.07 Division of Overtime

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

ARTICLE 19 – PAID GENERAL HOLIDAYS

- 19.01 All eligible employees will be paid their average daily rate, based on the employee's earnings of the pay period in which the holiday occurs, excluding overtime, for the Paid General Holidays listed below:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	National Day for Truth and Reconciliation
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Alberta Heritage Day (August)	

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

19.02 Paid General Holiday Eligibility

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

19.03 Compensation for Paid General Holidays Falling on Saturday/Sunday

When any of these noted Paid General Holidays fall on a Saturday and/or Sunday, and are not being observed on some other day, the following Monday will be deemed to be a Paid General Holiday except if schools are in session, then an agreed Employer and the Union will be deemed to be the Paid General Holiday.

ARTICLE 20 – VACATION

20.01 Permanent Employees will receive annual vacation pay or vacation with pay in accordance with years of service as follows:

(a) Twelve (12) Month Employees

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

During the first (1 st) and second (2 nd) year of service:	two (2) weeks per year
After two (2) years of continuous service:	three (3) weeks per year
After eight (8) years of continuous service:	four (4) weeks per year
After fifteen (15) years of continuous service:	five (5) weeks per year

(b) Ten (10) and Eleven (11) Month Employees

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

During the first (1 st) and second (2 nd) year of service:	four percent (4%)
After two (2) years of continuous service:	six percent (6%)
After eight (8) years of continuous service:	eight percent (8%)
After fifteen (15) years of continuous service:	ten percent (10%)

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

(d) Changes will be made on the anniversary date adjusted for active service/non-medical Leave Without Pay or benefits greater than twenty (20) working days or one (1) calendar month.

20.02 Twelve (12) month employees with less than twelve (12) months of continuous service prior to July 1st of each year will be allowed a vacation of point eighty-three (0.83) working days for each completed month of continuous service.

20.03 Vacation Pay on Termination

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

(a) In the case of an employee who has not become entitled to an annual vacation, an amount equal to four percent (4%) of their wages during their employment; or

- (b) If an employee has become entitled to an annual vacation, an amount equal to the amount of vacation time accumulated up to the date of termination.

20.04 Vacation Schedules – Twelve (12) Month Employees

- (a) The Employer will ask employees to submit their summer vacation preferences by January 31st each year. The Employer will endeavour to post an approved vacation schedule no later than March 15th of each year.
- (b) A vacation schedule once posted will not be changed unless mutually agreed by the employee and the Employer.
- (c) Vacation will normally commence immediately following an employee's regularly scheduled days off, or as mutually agreed by the employee and the Employer.

20.05 Sickness on Vacation Leave

Where, in respect of any period of Vacation Leave,

- (a) Should an employee become ill during their Vacation Leave, verified by a medical certificate, the Employer will grant one (1) additional day of vacation.
- (b) Should an employee, during a Vacation Leave, encounter extraordinary circumstances (i.e. hospitalization, death in the immediate family) or extended illness of more than seven (7) days, the Employer may consider additional vacation days on receipt of all written, verified details.

ARTICLE 21 – SICK LEAVE PROVISIONS

21.01 Sick Leave is defined as a period of time an employee is absent from work due to disability or illness for which the employee is not eligible for compensation under the *Alberta Workers' Compensation Act*.

- 21.02 (a) Sick Leave will be earned by Permanent Employees at the rate of one and one-half (1½) workdays per month for each full month worked, up to a maximum of eighteen (18) days in each year of employment.
- (b) The unused portion of annual Sick Leave earned will accumulate at the completion of each year of continuous service with the Employer, except in the case of Leave of Absence, to the credit of each employee to a total maximum of eighty (80) workdays.

- 21.03 (a) If an employee is absent from scheduled workdays to obtain necessary medical or dental treatment, or because of accident, disability or illness, such time will be deducted from their accumulated sick days.
- (b) Necessary medical treatment is limited to non-elective treatment covered under Provincial Health Services.
- (c) Benefits will not be paid for plastic surgery solely for cosmetic purposes, except when the need for such surgery is attributable to an illness or injury without any limitation as to when the illness or injury occurred.
- 21.04 (a) When an employee is eligible for benefits under the Long-term Disability Insurance Plan, with ninety (90) continuous calendar days of illness or medical disability qualifying period, the employee will stop collecting Sick Leave and no further Sick Leave or salary will be paid.
- (b) An employee may, at their own discretion, extend the qualification period and continue to access their accrued Sick Leave bank to a maximum of one hundred and five (105) calendar days.
- (c) Where the Long-Term Disability Plan recognizes successive periods of disability from a single cause during the qualifying period, no further Sick Leave days or salary will be paid once the elimination period criteria has been satisfied.
- 21.05 When an employee terminates employment with the Employer, all Sick Leave entitlements contained in this Article are cancelled.
- 21.06 Employees reporting off work will do so to their immediate Supervisor as early as possible (unless unusual circumstances do not permit) before the commencement of their duties.
- 21.07 (a) An employee who is absent from duty to obtain necessary medical or dental treatment, or because of accident, disability or sickness may be required to present a signed statement or medical certificate upon request.
- (b) The Employer may require medical notes or certificates.
- (c) The Employer will reimburse employees the cost to obtain medical certificates when requested by the Employer.
- 21.08 Sick Leave Without Pay may be granted at the discretion of the Employer.
- 21.09 Sick Leave benefits are earned and paid on an hourly basis based on the employee's regular scheduled hours of work.

ARTICLE 22 – LEAVE OF ABSENCE

- 22.01 (a) All Leave of Absences will be without pay unless otherwise stated in this Agreement or provided elsewhere by the Employer.
- (b) Only Permanent Employees are entitled to Paid Leave where provided in this Agreement.

22.02 Applications, in writing, for Leave of Absence may be granted at the discretion of the Employer.

22.03 Critical Illness and Funeral Attendance and Bereavement Leave with Pay

- (a) For the critical illness of a spouse, son or daughter, son-in-law or daughter-in-law, brother or sister, parent, grandchild, or grandparents, of the employee or employee's spouse:
- (i) In town: not more than three (3) working days,
 - (ii) Out of town: up to two (2) additional days for travel.
- (b) A medical statement certifying nature of illness may be required by the Employer.
- (c) For the funeral of any of the above:
- (i) In town: not more than three (3) working days.
 - (ii) Out of town: up to two (2) additional days for travel.
- (d) For combined critical illness and death:
- (i) In town: not more than six (6) working days.
 - (ii) Out of town: up to four (4) additional days for travel.
- (e) For the death of a spouse, son or daughter, son-in-law or daughter-in-law, brother, sister, brother-in-law, sister-in-law, parent, grandchild, or grandparent of the employee or employee's spouse for an employee who does not access funeral leave, up to three (3) days of Bereavement Leave will be provided.
- (f) It is recognized by both Parties that the conditions which call for leave in respect to critical illness or bereavement are based on individual circumstances.

- (g) Upon request, the Director of Human Resources may grant additional Compassionate Leave without pay and benefits.

22.04 Maternity Leave

- (a) An employee who is a birth mother is entitled to sixteen (16) weeks of Maternity Leave immediately followed by sixty-two (62) weeks of unpaid Parental Leave.
- (b) If both parents are employed by the Division, the Parental Leave may be accessed by one of the parents or shared between the parents. However, the Division is not required to grant Parental Leave to both parents at the same time.
- (c) Maternity Leave will commence at a time determined by the employee but no later than on the date of birth of the child.
- (d) Employee on Maternity Leave will receive Supplementary Employment Benefits (SEB) which, when combined with Employment Insurance Benefits (EI), are equivalent to ninety-five percent (95%) of weekly earnings subject to the following:
 - (i) Supplementary Employment Benefits (SEB) will be paid for the health-related portion of the Maternity Leave for a period up to sixteen (16) weeks (including the EI waiting period) following the start of the leave provided the employee is otherwise eligible to receive Sick Leave benefits and for a maximum number of days equal to the employee's Sick Leave entitlement remaining at the start of health-related portion of the Maternity Leave.
 - (ii) Continuation of SEB beyond six (6) weeks following the date of birth will require a medical certificate.
 - (iii) The benefit level paid by the SEB Plan to eligible employees will be an amount which, when combined with maternity benefits paid under EI, equals ninety-five percent (95%) of the employee's regular weekly earnings.
 - (iv) An eligible employee must apply for and be in receipt of EI benefits except for the mandatory EI waiting period.
 - (v) An employee will be eligible for Maternity Leave during the term of the employee's contract subject to the availability of Sick Leave entitlement. It is understood that an employee who does not qualify for EI benefits is still entitled to the provisions of the SEB Plan.

- (e) When possible, written notice should be forwarded to the Human Resources Department three (3) months prior to the expected date of delivery. Written notice must be provided at least six (6) weeks prior to the expected date of delivery.
- (f) Employees will ensure that the Division has their most current contact information during the leave period.
- (g) Parental Leave

An employee is entitled to Parental Leave without pay and benefits for a period of up to sixty-two (62) weeks following the birth of a child or in the case of adoption, the placement of the child, provided the leave is utilized within seventy-eight (78) weeks of the birth or adoption as applicable.

22.05 Personal Leave

- (a) At the discretion of the Superintendent or their designate, having due regard to all the circumstances and the instructional requirements and interests of students and the operation of the school or Division, Personal Leave may be granted to an employee as follows:
 - (i) The first two (2) days will be with full pay and benefits; and
 - (ii) Up to an additional three (3) days of Personal Leave Without Pay.
- (b) Employees becoming permanent after January 31st will only be entitled to one (1) Personal Leave day with pay in that school year.
- (c) Effective September 1, 2024, employees may carry over one (1) paid personal day to the next school year.
- (d) Requests for Personal Leave will be made at least seven (7) days in advance unless special circumstances apply.
- (e) Under exceptional circumstances, additional Personal Leave without pay may be authorized.

22.06 Medical Needs of Dependent Child or Spouse

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

- (a) To provide for the needs of a dependent child or spouse during an illness, or;

- (b) To accompany a spouse or dependent child referred to a specialist of health care beyond the limits of the Regional Municipality of Wood Buffalo.
- (c) Such entitlement will only be provided for non-elective medical treatment and only if the attendance of the employee is required for valid medical reasons.
- (d) A copy of the referral by a medical doctor or dentist may be requested. In cases where additional time off is required under Clause 22.06 (b) and where the employee has exhausted all other applicable leave with pay entitlements, additional leave with pay and benefits may be granted by the Superintendent or designate and such leave will not be unreasonably denied.

22.07 Convocation/Citizenship Leave

- (a) An employee may be granted up to one (1) day of leave with pay for travel to attend the convocation of a child, spouse or self from a recognized post-secondary institution, high school, or a citizenship ceremony held outside the community and one (1) day of leave to attend the convocation or citizenship ceremony.
- (b) If such convocation or ceremony is held in the community during working hours, the employee will be granted time-off with pay to attend the actual convocation and/or Graduation Mass or ceremony and/or Graduation Mass.

22.08 Travel Delay

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

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

22.09 Other Emergent Leave

The Superintendent or designate may approve additional days with or without pay as Emergent Leave, once all other leave entitlements, except Personal Leave under Clause 22.05, have been exhausted, for family emergencies requiring the immediate presence of the employee.

22.10 Extended Leave

The Superintendent or designate may approve an extended Leave of Absence Without Pay and benefits under the following conditions:

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

22.11 Paid Jury or Subpoenaed Leave

- (a) The Employer will grant a Leave of Absence to an employee who serves as a juror or is a subpoenaed witness in any proceedings authorized by law to compel their attendance.
- (b) The Employer will pay such an employee the difference between their normal earnings for regular scheduled working hours and the payment the employee received for jury service or subpoenaed witness, excluding payment for travelling, meals or other expenses.
- (c) The employee will present proof of service, and the amount of pay received. Time spent by an employee required as a subpoenaed witness in any matter arising out of their employment will be considered as time worked at the appropriate rate of pay.

22.12 Union Leave

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

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

- (b) Prior to the commencement of each school year the Union will advise the Employer of the amount to be paid to the President of the Union for Union duties to be performed in that school year. This amount will be prorated over twelve (12) months and included in payroll calculations and procedures.

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

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

- (c) The Lead Shop Steward of the Union will be paid for an additional twelve (12) days at their regular rate of pay for Union Leave days scheduled outside the employee's work schedule. The Union will provide the Employer with the dates these days are to be paid at least three (3) months in advance, where possible.
- (d) Upon written request, the Employer will allow Leave of Absence Without Pay so that the employee may be a candidate in a Federal or Provincial election. Employees may continue benefits through the Employer at the employee's cost. If elected, the employee will be granted Leave of Absence without loss of seniority for the term of the elected office.
- (e) In the event of an employee being elected to a full-time executive position to a National or Provincial Labour Organization to which the Local Union is affiliated to or chartered by, they will be given a Leave of Absence for a period of up to two (2) years and extended in the event of re-election.
- (f) Leave of Absence Without Pay for full-time Union employment will be granted under the following conditions:
 - (i) In the event that an employee becomes a full-time official of the Local Union, they will be granted Leave of Absence for the purpose of carrying out the duties of their office. Such leave will be deemed not to interrupt the employee's continuity of service. Upon notification of not less than two (2) months to the Employer, the Employer agrees to provide an equivalent paid position upon return of such a person.
 - (ii) Upon application, the Employer will agree to allow Leave of Absence for full-time duties with the CUPE National Organization for up to one (1) year and may be extended in writing with thirty (30) days' notice.

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

- (g) The Employer will continue all applicable benefits of the employee on leave, to the extent allowed by the policy or plan providing the employee continues to contribute their premium(s) or contribution(s) in accordance with the applicable plan(s) or policies. The Union will fully reimburse the Employer their premium and/or contribution costs during the period of absence. Policy or plan restrictions will be applicable.
- (h) The Union will reimburse the Employer for all pay and benefits during the period of absence contemplated in Sub-clause (b), (c), (f) or (g) above.

22.13 Union Negotiating Committee

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

22.14 Membership Meetings

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

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

ARTICLE 23 – PAYMENT OF WAGES

23.01 The Employer will pay salaries and wages biweekly in accordance with Schedule A attached hereto, and forming part of this Agreement.

- 23.02 (a) Custodial and Maintenance Group Employees will be paid at their “Job Rate” after successfully completing their probation.
- (b) Custodial Group Employees will be employed as a Cleaner and will be promoted to Custodian on their seniority date following one (1) full year of continuous service.
- (c) Maintenance Group Employees will be employed as Maintenance Service Worker (MSW I) during their first year of employment. They will be promoted to MSW II on their seniority date following one (1) full year of continuous service and promoted to MSW III on their seniority date following their second year of continuous employment.
- 23.03 On each payday each employee will be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions.

23.04 Northern Travel Allowance (NTA)

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

23.05 Compensation of Mileage

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

ARTICLE 24 – EMPLOYEE GROUP BENEFIT PLANS

- 24.01 (a) The Employer will contribute eighty percent (80%) of the monthly premium for Permanent Employees for the group benefit plan sponsored by the Division.
- (b) Effective the first (1st) day of the month following ratification, the Employer will contribute eighty-five percent (85%) of the monthly premium for Permanent Employees for the group benefit plan sponsored by the Division.

- (c) Effective September 1st, 2025, the Employer will contribute ninety percent (90%) of the monthly premium for Permanent Employees for the group benefit plan sponsored by the Division.
- (d) Effective September 1st, 2026, the Employer will contribute ninety-five percent (95%) of the monthly premium for Permanent Employees for the group benefit plan sponsored by the Division.
- (e) Effective September 1st, 2027, the Employer will contribute one hundred percent (100%) of the monthly premium for Permanent Employees for the group benefit plan sponsored by the Division.

24.02 The group benefit plan will include:

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

24.03 The Employer will continue to pay their share of benefit premiums for a maximum of two (2) years for employees receiving disability payment from the WCB or under the Division's Long-Term Disability Insurance Plan.

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

24.05 Pension Plan

- (a) All Permanent Employees who are eligible to join the Local Authorities Pension Plan (LAPP) will join the plan upon the completion of one (1) year of service with the Employer. The Employer and Employee will make contributions in accordance with the provisions of the plan.
- (b) One (1) year of service will include any previous service with the Employer and any service with any other participating Employer immediately preceding their current service with the Employer.

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

24.07 Health Spending Account

- (a) The Employer will establish a Health Spending Account for eligible employees that adheres to the Canada Revenue Agency (CRA) and Income Tax requirements. The unused balance will be carried forward to the extent permitted by the CRA.
- (b) An eligible employee under this provision means an active employee with at least one (1) year of full service as of October 1st of each plan year and is working with a minimum of twenty (20) hours per week.
- (c) On October 1st, employees who are on Leave of Absence Without Pay and have been for the previous ten (10) working days, or who are receiving disability payment from the WCB or the Long-Term Disability Insurance Plan Provider are not considered to be active.
- (d) On November 1st of each year, the Employer will contribute credits in the amount of seven hundred dollars (\$700) to the Health Spending Account for each eligible employee, for the benefit of that employee and their dependent(s).
- (e) Employees leaving the employ of the Division for any reason will forfeit any remaining balance, subject to the applicable run off provisions of the Plan.

24.08 Continuation of Benefits during the Initial Three (3) Month Layoff Period

- (a) The Employer will continue to pay its share of the premiums for benefits for employees laid off for a period not exceeding three (3) months.

- (b) In the event of a longer layoff, employees so affected will have the right to continue this coverage for no more than twenty-four (24) months through direct pre-payment for the full amount of the premiums.

24.09 Continuation of Benefits for ten (10) and eleven (11) month employees during July and August

Benefits for eligible employees will be maintained during the months of July and August providing that the employee's share of the premium cost during the period are paid in advance through payroll deductions in the two (2) pays of June.

24.10 Benefits during Maternity and Parental Leave

- (a) For the duration of the Maternity Leave, the Employer will continue to pay the Employer's portion of the employee's benefit plan premiums as per Article 24 providing the employee provides an acceptable pre-authorized automatic monthly payment method prior to the expiration of benefit coverage or birth of child, whichever comes first.
- (b) The employee will be notified at least one (1) month before the end of the Maternity Leave with the option to continue their existing benefit coverage during the entire period of the Parental Leave with one hundred percent (100%) of the premiums paid by the employee.
- (c) Failure to respond and provide the acceptable pre-authorized automatic monthly payment method prior to the expiration of the Maternity Leave will cause the coverage to lapse without any possibility of reinstatement during the full period of the leave.

24.11 Benefits on Approved Leave of Absence

- (a) An employee on an approved Leave of Absence Without Pay and benefits may elect to continue their existing benefit coverage, at their own cost, by providing the Employer with a completed application form and an acceptable pre-authorized automatic monthly payment method to pay the premiums prior to the start of their leave.
- (b) Failure to notify the Employer of changes to pre-authorized monthly payment method will cause the coverage to lapse without any possibility of reinstatement during the full period of the leave. The Employer will make reasonable attempts to contact the employee and will consider extenuating circumstances.

- 24.12 (a) The Employer will provide to the Union in writing notification in advance of any changes in benefits coverage as early as possible when such change has been implemented by the provider.

- (b) If the Employer is seeking changes to benefits coverage or to the benefit provider, the Union will be consulted and given thirty (30) days to respond to the proposed changes.
- (c) The Employer will consult with the Union before the Employer has made a final decision on the planned changes. The Union will be given an opportunity to make recommendations and identify any concerns. The Employer will consider the Union's input but has final decision-making authority with respect to the proposed changes provided the changes are consistent with other provisions of the Collective Agreement.

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

25.01 In-service Activities

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

25.02 Upgrading Courses

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

- (a) On the approval of the Superintendent or designate, a Permanent Employee may be eligible for reimbursement of tuition fees for courses leading toward a certificate in the area of job assignment.
- (b) Eligibility will be based on:
 - (i) The course/courses are taken at a recognized educational institution, or the course/courses are recognized by an educational institution as being applicable toward a certificate in the area of job assignment.
 - (ii) The employee successfully completes the course.
- (c) Reimbursement will be made in the following manner:
 - (i) Full reimbursement on successful completion of course, conditional to the employee remaining with the Division for a three (3) year tenure period.
 - (ii) Should the employee leave the employ of the Division prior to the three (3) year period, a prorated portion is reimbursable to the Employer.
 - (iii) Only the compulsory tuition fee/cost is eligible for reimbursement.
- (d) Written application for course approval is required three (3) weeks in advance of course registration.

- (e) The Employer may approve an unpaid Leave of Absence for daytime study if night courses are unavailable. Written requests should be submitted to the Director of Human Resources at least thirty (30) days in advance of attendance unless exceptional circumstances apply.

25.03 Professional Development:

One (1) working day per year will be designated for the professional development of employees.

ARTICLE 26 – RECOGNITION OF EXPERIENCE AND EDUCATION

26.01 Experience – Administrative Support Group

- (a) Experience increments are granted to Permanent Employees in recognition of their experience. An increment means one (1) step increase within a pay level for one (1) year experience up to the maximum pay level.
- (b) The experience increment date is based on the anniversary date of the employee's appointment to a position. The increment date will be postponed by any Leave of Absence Without Pay greater than ten (10) working days.
- (c) On initial placement, experience gained in an equivalent position with another Employer may be considered to a maximum of three (3) years.

26.02 Education – Instructional Support Group

- (a) Wherever applicable, allowance for education will be credited upon proof of successful completion of the required certification or diploma by a recognized post-secondary institution.
- (b) Eligibility for educational increment will be effective on the date of successful completion. Such an increment will take effect as of the date on which the employee submits proof of education to the Employer.
- (c) The Alberta Child Care Staff Certification process is not considered equivalent to post-secondary Early Childhood Education, and these certificates are not recognized for education purposes.

ARTICLE 27 – CLOTHING AND EQUIPMENT ALLOWANCE

- 27.01 (a) The Employer will make smocks available for custodial employees' use when doing jobs or using equipment, which may soil their normal clothing.

- (b) The Employer will make coveralls available to those Maintenance Employees whose normal clothing requires protection due to the nature of their work.
 - (c) The Employer will be responsible for the cleaning and repair of smocks and coveralls as outlined in the guidelines established by the Employer.
 - (d) The Employer will provide Permanent Custodial Employees with two (2) pairs of scrubs per year for use in their work as prescribed in the administrative procedure.
 - (e) Community Host Labourers will have access to appropriate personal protective equipment (PPE) at the school, including but not limited to steel-toe boot sheaths/overshoes.
- 27.02 (a) Permanent Employees in the Maintenance Department may be provided their personal safety equipment directly through the Employer at no charge.
- (b) The employee may also elect to purchase their own equipment or clothing including work boots and be reimbursed the actual cost to a maximum of two hundred fifty dollars (\$250) per year upon submission of receipts.
- 27.03 (a) When an employee is required to participate in a swim program as part of their regular duties, the Employer will reimburse the employee for the cost of aquatic gear required for the program, per school year to a maximum of one hundred and twenty-five dollars (\$125), upon submission of a receipt.
- (b) Regular duties will be the working conditions or special qualifications indicated as per the job description on Placement Day and as confirmed and approved by their Supervisor.
- 27.04 The Division will provide ID tags to all Maintenance Employees.

ARTICLE 28 – GENERAL CONDITIONS

28.01 Bulletin Boards

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

ARTICLE 29 – HEALTH AND SAFETY

- 29.01 The Employer and the Union acknowledge their common concern for maintaining a safe and healthy working environment to prevent occupational injury and illness. In order to affect a thoroughly understood and accepted safety and health program for employees at work, it is agreed that joint and cooperative methods will be encouraged, consistent with applicable Health and Safety Legislation.
- 29.02 To this end, a Joint Health and Safety Committee will be established consistent with Employer policies and procedures and applicable legislation.
- 29.03 The Joint Health and Safety Committee will meet upon request of either Party at a time mutually agreeable between the Parties.

ARTICLE 30 – DEFINITIONS

30.01 Permanent Employees

- (a) Permanent Full-time or Part-time Employees are those who occupy permanent positions and who have successfully completed the required probationary period.
- (b) Permanent Employees receive all terms and conditions of the Agreement.

30.02 Temporary Employees

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

30.03 Casual Employees

- (a) An employee that is hired on an irregular basis to fill in for Permanent, Probationary or Temporary Employees who are absent due to illness, vacation or other leaves, and those employees hired in temporary positions of not more than forty-five (45) working days.
- (b) A Casual Employee working in the same position for more than forty-five (45) consecutive working days will have their status changed to Temporary, retroactively, to the first day worked.
- (c) Teacher Assistant Supervisors (TAS) are considered Casual Employees.

30.04 Student Employees

- (a) A student hired for seasonal employment, other school breaks, or other needs of the Employer irrespective of the length of the employment.
- (b) A student is defined as a person attending High School or registered for three (3) or more courses in an accredited post-secondary educational institution.

30.05 Temporary, Casual and Student Employees – Rights and Benefits

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

Article 14 – Seniority

Article 15 – Promotions and Staff Changes

Article 16 – Layoff and Recall

Clause 17.01 – Work Calendar and Schedule

Clause 17.03 – Working Schedule

Article 21 – Sick Leave Provisions

Article 22 – Leave of Absence

Article 24 – Employee Group Benefit Plans

Article 25 – Job Related Upgrading Courses and In-service Activities

Article 26 – Recognition of Experience and Education

30.06 Probationary Employees

- (a) An employee who is newly hired to work in a permanent full-time or part-time position. The Probationary Employee will be on probation for a period of sixty-five (65) working days from the first day an employee is hired to a permanent full-time or part-time of hire for the position. The length of the probationary period may be extended to no more than eighty-five (85) days for an if the probationary period is inconclusive as supported by performance evaluations report.
- (b) The employee will be informed of their probationary status within seven (7) working days prior to their probation end date. The Union will be informed in writing of the status change.
- (c) Employment of a Probationary Employee may be terminated during the probation period without recourse to the grievance procedure unless the Union claims discrimination as noted in Article 4 as the basis of termination.
- (d) Unless otherwise stated, newly hired Probationary Employees will be paid at the start rate and enjoy all rights and benefits of this Agreement except:

Article 12 – Grievance Procedure (for the purpose of discharge)

Article 14 – Seniority
Article 15 – Promotions and Staff Changes
Article 16 – Layoffs and Recall
Article 21 – Sick Leave Provisions
Article 22 – Leave of Absence
Article 24 – Employee Group Benefit Plans
Article 25 – Job Related Upgrading Courses and In-service Activities
Article 26 – Recognition of Experience and Education

For clarity, probation does not apply to an employee in a trial period in a new position.

30.07 Instructional Support Group

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

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

30.08 Administrative Support Group

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

- (a) School Administrative Support;
- (b) Division Administrative Support;
- (c) External Services;
- (d) Technical Support.

30.09 Custodial Group

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

30.10 Maintenance Group

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

30.11 Dependent Child

- (a) Dependent child means an employee's natural, adopted, stepchild, or child for whom the employee is a legal guardian who is dependent upon the employee for financial care and support. Such child must be:
 - (i) Unmarried or not in a cohabiting partner relationship; and
 - (ii) Less than twenty-one (21) years of age.
- (b) A child twenty-one (21) years of age or older will be considered as dependent if the child is dependent upon the employee by reason of mental and/or physical disability and is deemed to be totally disabled.
- (c) Eligibility for coverage of the dependent under the employee's group benefits plan may differ from the definition above and will be determined in accordance with the plan provisions.

30.12 Spouse

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

ARTICLE 31 – BENEFIT AND BINDING

31.01 This Agreement and everything herein contained will ensure to the benefit of and be binding upon the Parties hereto, their successors and assigns respectively. In witness thereof the Parties hereto have caused this Agreement to be executed by the hands of their duly authorized officers and the affixing of their respective seals on the day and year mentioned below.

Signed on August 28, 2025

Signed on behalf of Fort McMurray
Roman Catholic Separate School Division
(FMRCSDD)

Natasha MacArthur-Poole

Natasha MacArthur-Poole (Sep 16, 2025 09:07:43 MDT)

Natasha MacArthur-Poole, Superintendent

Francois Gagnon

Francois Gagnon (Sep 16, 2025 09:24:00 MDT)

Francois Gagnon,
Associate Superintendent Business & Finance

Signed on behalf of Canadian
Union of Public Employees, Local
2559

Danielle Danis

Danielle Danis (Sep 17, 2025 17:04:23 MDT)

Danielle Danis, President

Tamara Marks

Tamara Marks (Sep 17, 2025 16:59:24 MDT)

Tamara Marks,
FMRCSDD Unit Vice President

SCHEDULE A – INSTRUCTIONAL & ADMINISTRATIVE SUPPORT WAGE GRID

Wage Grids Effective September 1st, 2023 (1.25%)					
Instructional Support		Education Level			
Job Classification Level	Start Rate	1	2	3	4
Education Assistant 1	\$22.14	\$22.74	\$23.93	\$24.64	\$25.31
Education Assistant 2	\$23.00	\$23.52	\$24.75	\$25.45	\$26.15
Education Assistant 3	\$23.37	\$23.92	\$25.17	\$25.87	\$26.58
Education Assistant 4	\$23.82	\$24.57	\$25.87	\$26.58	\$27.28
Child Care Services	\$23.00	\$23.52	\$24.75	\$25.45	\$26.15
	Start Rate	Job Rate			
Education Assistant 5	\$27.89	\$30.00			
Education Assistant 6	\$30.68	\$33.00			
Teacher Assistant Supervisors (TAS)	Half Day	\$83.89		Full Day	\$167.78
Education Levels	Keyano College or Equivalent				
Start Rate	Probation/Trial Period				
1	High School Diploma				
2	Early Childhood Development Certificate				
3	Education Assistant Certificate				
4	Diploma Level or Higher				

Administrative Support		Experience Level			
Job Classification Level	Start Rate	1	2	4	8
Admin Support 1	\$13.61	\$14.02	\$14.02	\$14.02	\$14.02
Admin Support 2	\$16.80	\$17.30	\$17.82	\$18.36	\$18.90
Admin Support 3 (empty)					
Admin Support 4	\$23.41	\$24.12	\$24.83	\$25.59	\$26.35
Admin Support 5	\$24.76	\$25.49	\$26.26	\$27.04	\$27.85
Admin Support 6	\$26.10	\$26.87	\$27.69	\$28.51	\$29.38

Wage Grids Effective February 1st, 2024 (1.5%)					
Instructional Support					
	Education Level				
Job Classification Level	Start Rate	1	2	3	4
Education Assistant 1	\$22.48	\$23.08	\$24.28	\$25.01	\$25.69
Education Assistant 2	\$23.35	\$23.87	\$25.12	\$25.84	\$26.55
Education Assistant 3	\$23.72	\$24.27	\$25.55	\$26.26	\$26.98
Education Assistant 4	\$24.18	\$24.94	\$26.26	\$26.98	\$27.69
Child Care Services					
	\$23.35	\$23.87	\$25.12	\$25.84	\$26.55
	Start Rate	Job Rate			
Education Assistant 5	\$28.31	\$30.45			
Education Assistant 6	\$31.14	\$33.49			
Teacher Assistant Supervisors (TAS)	Half Day	\$85.14		Full Day	\$170.30
Education Levels	Keyano College or Equivalent				
Start Rate	Probation/Trial Period				
1	High School Diploma				
2	Early Childhood Development Certificate				
3	Education Assistant Certificate				
4	Diploma Level or Higher				

Administrative Support					
	Experience Level				
Job Classification Level	Start Rate	1	2	4	8
Admin Support 1	\$13.81	\$14.23	\$14.23	\$14.23	\$14.23
Admin Support 2	\$17.05	\$17.56	\$18.09	\$18.63	\$19.19
Admin Support 3 (empty)					
Admin Support 4	\$23.76	\$24.48	\$25.20	\$25.97	\$26.74
Admin Support 5	\$25.13	\$25.88	\$26.66	\$27.45	\$28.27
Admin Support 6	\$26.49	\$27.27	\$28.11	\$28.94	\$29.82

Wage Grids Effective September 1st, 2024 (3%)					
Instructional Support					
	Education Level				
Job Classification Level	Start Rate	1	2	3	4
Education Assistant 1	\$23.15	\$23.77	\$25.01	\$25.76	\$26.46
Education Assistant 2	\$24.05	\$24.59	\$25.87	\$26.61	\$27.34
Education Assistant 3	\$24.43	\$25.00	\$26.31	\$27.05	\$27.79
Education Assistant 4	\$24.91	\$25.69	\$27.05	\$27.79	\$28.52
Child Care Services					
	\$24.05	\$24.59	\$25.87	\$26.61	\$27.34
	Start Rate	Job Rate			
Education Assistant 5	\$29.16	\$31.36			
Education Assistant 6	\$32.07	\$34.50			
Teacher Assistant Supervisors (TAS)	Half Day	\$87.70		Full Day	\$175.41
Education Levels		Keyano College or Equivalent			
Start Rate		Probation/Trial Period			
1		High School Diploma			
2		Early Childhood Development Certificate			
3		Education Assistant Certificate			
4		Diploma Level or Higher			

Administrative Support					
	Experience Level				
Job Classification Level	Start Rate	1	2	4	8
Admin Support 1	\$15.88	\$15.88	\$15.88	\$15.88	\$15.88
Admin Support 2	\$17.56	\$18.09	\$18.63	\$19.19	\$19.76
Admin Support 3 (empty)					
Admin Support 4	\$24.47	\$25.21	\$25.95	\$26.75	\$27.54
Admin Support 5	\$25.88	\$26.65	\$27.46	\$28.27	\$29.12
Admin Support 6	\$27.29	\$28.09	\$28.95	\$29.81	\$30.72

Wage Grids Effective September 1st, 2025 (\$1.25 or 3%, whichever is greater)					
Instructional Support					
Education Level					
Job Classification Level	Start Rate	1	2	3	4
Education Assistant 1	\$24.40	\$25.02	\$26.26	\$27.01	\$27.71
Education Assistant 2	\$25.30	\$25.84	\$27.12	\$27.86	\$28.59
Education Assistant 3	\$25.68	\$26.25	\$27.56	\$28.30	\$29.04
Education Assistant 4	\$26.16	\$26.94	\$28.30	\$29.04	\$29.77
Child Care Services					
	\$25.30	\$25.84	\$27.12	\$27.86	\$28.59
	Start Rate	Job Rate			
Education Assistant 5	\$30.41	\$32.61			
Education Assistant 6	\$33.32	\$35.75			
Teacher Assistant Supervisors (TAS)	Half Day	\$90.33		Full Day	\$180.67
Education Levels		Keyano College or Equivalent			
Start Rate	Probation/Trial Period				
1	High School Diploma				
2	Early Childhood Development Certificate				
3	Education Assistant Certificate				
4	Diploma Level or Higher				

Administrative Support					
Experience Level					
Job Classification Level	Start Rate	1	2	4	8
Admin Support 1	\$17.13	\$17.13	\$17.13	\$17.13	\$17.13
Admin Support 2	\$18.81	\$19.34	\$19.88	\$20.44	\$21.01
Admin Support 3 (empty)					
Admin Support 4	\$25.72	\$26.46	\$27.20	\$28.00	\$28.79
Admin Support 5	\$27.13	\$27.90	\$28.71	\$29.52	\$30.37
Admin Support 6	\$28.54	\$29.34	\$30.20	\$31.06	\$31.97

Wage Grids Effective September 1st, 2026 (3%)					
Instructional Support					
	Education Level				
Job Classification Level	Start Rate	1	2	3	4
Education Assistant 1	\$25.13	\$25.78	\$27.05	\$27.82	\$28.54
Education Assistant 2	\$26.06	\$26.61	\$27.93	\$28.70	\$29.45
Education Assistant 3	\$26.45	\$27.04	\$28.39	\$29.14	\$29.91
Education Assistant 4	\$26.94	\$27.75	\$29.14	\$29.91	\$30.66
Child Care Services					
	\$26.06	\$26.61	\$27.93	\$28.70	\$29.45
	Start Rate	Job Rate			
Education Assistant 5	\$31.32	\$33.59			
Education Assistant 6	\$34.32	\$36.82			
Teacher Assistant Supervisors (TAS)	Half Day	\$93.04		Full Day	\$186.09
Education Levels					
	Start Rate	Keyano College or Equivalent			
1		Probation/Trial Period			
2		High School Diploma			
3		Early Childhood Development Certificate			
4		Education Assistant Certificate			
		Diploma Level or Higher			

Administrative Support					
	Experience Level				
Job Classification Level	Start Rate	1	2	4	8
Admin Support 1	\$17.64	\$17.64	\$17.64	\$17.64	\$17.64
Admin Support 2	\$19.38	\$19.92	\$20.48	\$21.05	\$21.64
Admin Support 3 (empty)					
Admin Support 4	\$26.49	\$27.26	\$28.02	\$28.84	\$29.66
Admin Support 5	\$27.94	\$28.74	\$29.57	\$30.41	\$31.28
Admin Support 6	\$29.39	\$30.22	\$31.11	\$31.99	\$32.93

**Wage Grids Effective September 1st, 2027
(\$1.25 or 3%, whichever is greater)**

Instructional Support					
	Education Level				
Job Classification Level	Start Rate	1	2	3	4
Education Assistant 1	\$26.38	\$27.03	\$28.30	\$29.07	\$29.79
Education Assistant 2	\$27.31	\$27.86	\$29.18	\$29.95	\$30.70
Education Assistant 3	\$27.70	\$28.29	\$29.64	\$30.39	\$31.16
Education Assistant 4	\$28.19	\$29.00	\$30.39	\$31.16	\$31.91
Child Care Services					
	\$27.31	\$27.86	\$29.18	\$29.95	\$30.70
	Start Rate	Job Rate			
Education Assistant 5	\$32.57	\$34.84			
Education Assistant 6	\$35.57	\$38.07			
Teacher Assistant Supervisors (TAS)	Half Day	\$95.83		Full Day	\$191.67
Education Levels	Keyano College or Equivalent				
Start Rate	Probation/Trial Period				
1	High School Diploma				
2	Early Childhood Development Certificate				
3	Education Assistant Certificate				
4	Diploma Level or Higher				

Administrative Support					
	Experience Level				
Job Classification Level	Start Rate	1	2	4	8
Admin Support 1	\$18.89	\$18.89	\$18.89	\$18.89	\$18.89
Admin Support 2	\$20.63	\$21.17	\$21.73	\$22.30	\$22.89
Admin Support 3 (empty)					
Admin Support 4	\$27.74	\$28.51	\$29.27	\$30.09	\$30.91
Admin Support 5	\$29.19	\$29.99	\$30.82	\$31.66	\$32.53
Admin Support 6	\$30.64	\$31.47	\$32.36	\$33.24	\$34.18

SCHEDULE B – INSTRUCTIONAL AND ADMINISTRATIVE CLASSIFICATIONS

INSTRUCTIONAL SUPPORT

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

ADMINISTRATIVE SUPPORT

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

SCHEDULE C – CUSTODIAL & MAINTENANCE WAGE GRID AND CLASSIFICATION

Wage Grids Effective September 1st, 2023 (1.25%)		
Custodial & Maintenance		
Job Classification	Start Rate	Job Rate
Cleaner	\$17.84	\$20.05
Custodian	—	\$22.54
Head Custodian I	\$22.21	\$24.97
Journeyman I	\$32.23	\$36.22
HVAC Technician	\$32.23	\$36.22
MSW I	\$22.43	\$25.18
MSW II	—	\$26.34
MSW III	—	\$30.26
Custodial Services Coordinator	\$27.85	\$31.65
Summer Student	\$17.84	—

Wage Grids Effective February 1st, 2024 (1.5%)		
Custodial & Maintenance		
Job Classification	Start Rate	Job Rate
Cleaner	\$18.11	\$20.35
Custodian	—	\$22.88
Head Custodian I	\$22.55	\$25.34
Journeyman I	\$32.71	\$36.76
HVAC Technician	\$32.71	\$36.76
MSW I	\$22.76	\$25.56
MSW II	—	\$26.73
MSW III	—	\$30.72
Custodial Services Coordinator	\$28.27	\$32.13
Summer Student	\$18.11	—

Wage Grids Effective September 1st, 2024 (3%)		
Custodial & Maintenance		
Job Classification	Start Rate	Job Rate
Cleaner	\$18.65	\$20.96
Custodian	—	\$23.56
Head Custodian I	\$23.22	\$26.10
Journeyman I	\$33.69	\$37.86
HVAC Technician	\$33.69	\$37.86
MSW I	\$23.45	\$26.33
MSW II	—	\$27.53
MSW III	—	\$31.64
Custodial Services Coordinator	\$29.12	\$33.09
Summer Student	\$18.65	—

Wage Grids Effective September 1st, 2025 (\$1.25 or 3%, whichever is greater)		
Custodial & Maintenance		
Job Classification	Start Rate	Job Rate
Cleaner	\$19.90	\$22.21
Custodian	—	\$24.81
Head Custodian I	\$24.47	\$27.35
Journeyman I	\$34.94	\$39.11
HVAC Technician	\$34.94	\$39.11
MSW I	\$24.70	\$27.58
MSW II	—	\$28.78
MSW III	—	\$32.89
Custodial Services Coordinator	\$30.37	\$34.34
Summer Student	\$19.90	—

Wage Grids Effective September 1st, 2026 (3%)		
Custodial & Maintenance		
Job Classification	Start Rate	Job Rate
Cleaner	\$20.50	\$22.87
Custodian	—	\$25.56
Head Custodian I	\$25.21	\$28.17
Journeyman I	\$35.99	\$40.29
HVAC Technician	\$35.99	\$40.29
MSW I	\$25.44	\$28.40
MSW II	—	\$29.65
MSW III	—	\$33.88
Custodial Services Coordinator	\$31.28	\$35.37
Summer Student	\$20.50	—

Wage Grids Effective September 1st, 2027 (\$1.25 or 3%, whichever is greater)		
Custodial & Maintenance		
Job Classification	Start Rate	Job Rate
Cleaner	\$21.75	\$24.12
Custodian	—	\$26.81
Head Custodian I	\$26.46	\$29.42
Journeyman I	\$37.24	\$41.54
HVAC Technician	\$37.24	\$41.54
MSW I	\$26.69	\$29.65
MSW II	—	\$30.90
MSW III	—	\$35.13
Custodial Services Coordinator	\$32.53	\$36.62
Summer Student	\$21.75	—

Casual Employees are paid the Start Rate of the position they are employed.

LETTER OF UNDERSTANDING #1

between

FORT McMURRAY ROMAN CATHOLIC SEPARATE SCHOOL DIVISION
(Party of the first part)

and

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

RE: FORT MCMURRAY ALLOWANCE

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

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

And whereas the Fort McMurray Allowance for Education Sector Employees mirror that already provided to Government of Alberta Employees working and living in Fort McMurray;

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

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

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

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

Eligibility

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

- (a) Be a temporary, probationary or Permanent Employee of the Division;
- (b) Be actively employed or on an approved Leave of Absence with pay; and
- (c) Maintain their primary residence in Fort McMurray and its vicinity.

Full-time Equivalency

For the sole purpose of calculating eligibility and the amount of the Education Sector Fort McMurray Allowance (FMA), full-time equivalency (FTE) will be defined as per Clause 17.02 of the Collective Agreement.

Amount of Allowance

- (a) As of the date of this LOA, the full amount of the Public Sector Cost of Living Allowance (COLA) was set at one thousand and forty dollars (\$1,040) per month for an eligible Full-time Employee. The amount will be prorated for eligible Part-time Employees.
- (b) This FMA amount may be reviewed annually by the Government of Alberta and is subject to change, based on fluctuations in the relative cost of living in Fort McMurray, as compared to the same costs in other locations in the province.
- (c) In the event that adjustments to the allowance are made, the Union will be notified in writing as early as possible and the amount paid will be adjusted accordingly on the effective date of the change without the requirement to amend this letter of Agreement or the Collective Agreement.
- (d) During a school year (September to August), an employee may not receive more than the total annual value of the FMA twelve thousand, four hundred and eighty dollars (\$12,480) for that year from all employment with any Fort McMurray Public Sector Employer.

Prorated Allowance Amount

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

(Monthly FMA amount X days worked x $\frac{1}{20}$)

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

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

Child Care Services

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

Payment of the Allowance

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

The payment of the FMA will also be subject to the following:

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

Signed on August 28, 2025

Signed on behalf of Fort McMurray
Roman Catholic Separate School Division
(FMRCSDD)

Natasha MacArthur-Poole

Natasha MacArthur-Poole (Sep 16, 2025 09:07:43 MDT)

Natasha MacArthur-Poole, Superintendent

Francois Gagnon

Francois Gagnon (Sep 16, 2025 09:24:00 MDT)

Francois Gagnon,
Associate Superintendent Business & Finance

Signed on behalf of Canadian
Union of Public Employees, Local
2559

Danielle Danis

Danielle Danis (Sep 17, 2025 17:04:23 MDT)

Danielle Danis, President

Tamara Marks

Tamara Marks (Sep 17, 2025 16:59:24 MDT)

Tamara Marks,
FMRCSDD Unit Vice President

LETTER OF UNDERSTANDING #2

between

FORT McMURRAY ROMAN CATHOLIC SEPARATE SCHOOL DIVISION
(Party of the first part)

and

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

RE: NEW SCHOOLS & STAFFING

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

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

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

Signed on August 28, 2025

Signed on behalf of Fort McMurray
Roman Catholic Separate School Division
(FMRCSSD)

Natasha MacArthur-Poole

Natasha MacArthur-Poole (Sep 16, 2025 09:07:43 MDT)

Natasha MacArthur-Poole, Superintendent

Francois Gagnon

Francois Gagnon (Sep 16, 2025 09:24:00 MDT)

Francois Gagnon,
Associate Superintendent Business & Finance

Signed on behalf of Canadian
Union of Public Employees, Local
2559

Danielle Danis

Danielle Danis (Sep 17, 2025 17:04:23 MDT)

Danielle Danis, President

Tamara Marks

Tamara Marks (Sep 17, 2025 16:59:24 MDT)

Tamara Marks,
FMRCSSD Unit Vice President

LETTER OF UNDERSTANDING #3

between

FORT McMURRAY ROMAN CATHOLIC SEPARATE SCHOOL DIVISION
(Party of the first part)

and

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

RE: JOB SECURITY

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

Regular hours exclude temporary hours assigned for the school year.

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

Signed on August 28, 2025

Signed on behalf of Fort McMurray
Roman Catholic Separate School Division
(FMRCSSD)

Natasha MacArthur-Poole

Natasha MacArthur-Poole (Sep 16, 2025 09:07:43 MDT)

Natasha MacArthur-Poole, Superintendent

Francois Gagnon

Francois Gagnon (Sep 16, 2025 09:27:00 MDT)

Francois Gagnon,
Associate Superintendent Business & Finance

Signed on behalf of Canadian
Union of Public Employees, Local
2559

Danielle Danis

Danielle Danis (Sep 17, 2025 17:04:23 MDT)

Danielle Danis, President

Tamara Marks

Tamara Marks (Sep 17, 2025 16:59:24 MDT)

Tamara Marks,
FMRCSSD Unit Vice President

LETTER OF UNDERSTANDING #4

between

FORT McMURRAY ROMAN CATHOLIC SEPARATE SCHOOL DIVISION
(Party of the first part)

and

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

RE: NORTHERN LIVING ALLOWANCE

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

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

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

Signed on August 28, 2025

Signed on behalf of Fort McMurray
Roman Catholic Separate School Division
(FMRCSDD)

Natasha MacArthur-Poole

Natasha MacArthur-Poole (Sep 16, 2025 09:07:43 MDT)

Natasha MacArthur-Poole, Superintendent

Francois Gagnon

Francois Gagnon (Sep 16, 2025 09:24:30 MDT)

Francois Gagnon,
Associate Superintendent Business & Finance

Signed on behalf of Canadian
Union of Public Employees, Local
2559

Danielle Danis

Danielle Danis (Sep 17, 2025 17:04:23 MDT)

Danielle Danis, President

Tamara Marks

Tamara Marks (Sep 17, 2025 16:59:24 MDT)

Tamara Marks,
FMRCSDD Unit Vice President

LETTER OF UNDERSTANDING #5

between

FORT McMURRAY ROMAN CATHOLIC SEPARATE SCHOOL DIVISION
(Party of the first part)

and

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

RE: CHILDCARE SERVICES FUNDING

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

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

Signed on August 28, 2025

Signed on behalf of Fort McMurray
Roman Catholic Separate School Division
(FMRCSSD)

Natasha MacArthur-Poole

Natasha MacArthur-Poole (Sep 16, 2025 09:07:43 MDT)

Natasha MacArthur-Poole, Superintendent

Francois Gagnon

Francois Gagnon (Sep 16, 2025 09:24:00 MDT)

Francois Gagnon,
Associate Superintendent Business & Finance

Signed on behalf of Canadian
Union of Public Employees, Local
2559

Danielle Danis

Danielle Danis (Sep 17, 2025 17:04:23 MDT)

Danielle Danis, President

Tamara Marks

Tamara Marks (Sep 17, 2025 16:59:24 MDT)

Tamara Marks,
FMRCSSD Unit Vice President

LETTER OF UNDERSTANDING #6

between

FORT McMURRAY ROMAN CATHOLIC SEPARATE SCHOOL DIVISION
(Party of the first part)

and

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

RE: ALBERTA HEALTH CARE PLAN

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

Signed on August 28, 2025

Signed on behalf of Fort McMurray
Roman Catholic Separate School Division
(FMRCSSD)

Natasha MacArthur-Poole

Natasha MacArthur-Poole (Sep 16, 2025 09:07:43 MDT)

Natasha MacArthur-Poole, Superintendent

Francois Gagnon

Francois Gagnon (Sep 16, 2025 09:24:00 MDT)

Francois Gagnon,
Associate Superintendent Business & Finance

Signed on behalf of Canadian
Union of Public Employees, Local
2559

Danielle Danis

Danielle Danis (Sep 17, 2025 17:04:23 MDT)

Danielle Danis, President

Tamara Marks

Tamara Marks (Sep 17, 2025 16:59:24 MDT)

Tamara Marks,
FMRCSSD Unit Vice President

LETTER OF UNDERSTANDING # 7

between

**FORT McMURRAY ROMAN CATHOLIC SEPARATE SCHOOL DIVISION
(Party of the first part)**

and

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

RE: OUT-OF-SCOPE (OOS) EMPLOYEES

The Parties will share information on this matter regarding work performed and number of OOS Employees to be considered and will determine any further action on this matter no later than October 31st, 2025.

Signed on August 28, 2025

Signed on behalf of Fort McMurray
Roman Catholic Separate School Division
(FMRCSSD)

Natasha MacArthur-Poole

Natasha MacArthur-Poole (Sep 16, 2025 09:07:43 MDT)

Natasha MacArthur-Poole, Superintendent

Francois Gagnon

Francois Gagnon (Sep 16, 2025 09:23:01 MDT)

Francois Gagnon,
Associate Superintendent Finance

Signed on behalf of Canadian
Union of Public Employees, Local
2559

Danielle Danis

Danielle Danis (Sep 17, 2025 17:04:23 MDT)

Danielle Danis, President

Tamara Marks

Tamara Marks (Sep 17, 2025 16:59:24 MDT)

Tamara Marks,
FMRCSSD Unit Vice President

LETTER OF UNDERSTANDING #8

between

FORT McMURRAY ROMAN CATHOLIC SEPARATE SCHOOL DIVISION
(Party of the first part)

and

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

RE: FORT MCMURRAY LIVING ALLOWANCE

The Employer undertakes to work with Alberta Education to determine what, if any, further latitude is possible and to share with CUPE any information received. The Parties will determine any further action on this matter based on the information received.

Signed on August 28, 2025

Signed on behalf of Fort McMurray
Roman Catholic Separate School Division
(FMRCSDD)

Natasha MacArthur-Poole

Natasha MacArthur-Poole (Sep 16, 2025 09:07:43 MDT)

Natasha MacArthur-Poole, Superintendent

Francois Gagnon

Francois Gagnon (Sep 16, 2025 09:24:00 MDT)

Francois Gagnon,
Associate Superintendent Business & Finance

Signed on behalf of Canadian
Union of Public Employees, Local
2559

Danielle Danis

Danielle Danis (Sep 17, 2025 17:04:23 MDT)

Danielle Danis, President

Tamara Marks

Tamara Marks (Sep 17, 2025 16:59:24 MDT)

Tamara Marks,
FMRCSDD Unit Vice President

LETTER OF UNDERSTANDING #9

between

FORT MCMURRAY ROMAN CATHOLIC SEPARATE SCHOOL DIVISION
("Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2559
("Union")

**RE: SCHOOL BASED OUT OF SCOPE (OOS) EMPLOYEES MOVING TO CUPE
LOCAL 2559**

As per Letter of Understanding (LOU) #7, the Employer and CUPE Local 2559 reviewed current Out of Scope Employees to determine eligibility and suitability to add them to the membership of CUPE Local 2559.

Definition

Instructors: Non-ATA instructors who instruct in the Early Entry Program and/or Non-ATA instructors who instruct in a classroom setting.

Consideration within the Collective Agreement

Employees as defined in this category will be subject to the same Collective Agreement Clauses as EA 5 and EA 6 Employees.

Additional Clauses

Adding Classes:

Where a half-time Instructor role exists within a school, should an additional half-time Instructor role be added that is the opposite schedule as the existing half-time Instructor, said Instructor will have first right of refusal for the additional half-time role, bringing them to full-time. Should this apply to more than one (1) Instructor at a school, preference is given based on seniority in the classification at the school.

Removing Classes:

Should a school have reduced enrollment, or a class be eliminated, such position elimination shall apply to the least senior of the individuals in the category of instruction, at their school. Impacted individuals would be eligible to review and apply for alternate open positions for which they meet the qualifications. Should no such positions exist, then layoff Clause 16.05 would be followed.

Instructors in Kindergarten-Grade 12 classes:

Should a qualified certificated teacher be found for such a class, the incumbent instructor would be eligible to review and apply for alternate open positions for which they meet the qualifications. Should no such position exist, then layoff Clause 16.05 would be followed.

Work Schedule:

A 1.0 Full Time Equivalent (FTE) Instructor shall be paid a job daily rate based on a regular workday of seven (7) hours for all instructional and non-instructional days. An annual calendar of working days will be provided to employees by May 31st for the upcoming school year. Hours and/or days of work will be prorated for employees working less than 1.0 FTE. No additional compensation or time will be provided to the instructors for class preparation.

Parent Teacher Interviews:

In recognition of participation in Parent Teacher Interviews, two (2) additional days of pay (prorated based on FTE) will be added to the total annual count of days worked when calculating compensation. If Parent Teacher Interviews are not completed, a deduction equivalent to the incomplete time will be processed.

Payment of Wages:

An annual base salary will be calculated based on FTE, inclusive of working days, eligible statutory holidays and two (2) days for parent teacher interviews. The annual salary and annual Fort McMurray Allowance shall be divided into twelve (12) equal payments and paid on the last Thursday of each month.

Vacation pay as a percentage (%) will be added to each monthly amount. Vacation pay amounts are determined as per Clause 20.01 (b).

If an employee resigns or otherwise leaves employment before the end of the school year, any monies owed will be calculated and paid out as per employment standards timelines.

Other Items:

Employees covered under this LOU, do not qualify for the provisions of LOU #3.

Wage Grids:

Wage Grid Effective Sept, 2025	
Job Classification	Job Daily Rate
Instructor	\$296.64

Wage Grid Effective Sept, 2026 (3%)	
Job Classification	Job Daily Rate
Instructor	\$305.54

Wage Grid Effective Sept, 2027 (3%)	
Job Classification	Job Daily Rate
Instructor	\$314.75

Signed on February 18, 2026

Signed on behalf of Fort McMurray
Roman Catholic Separate School Division
(FMRCSSD)

Natasha MacArthur-Poole

Natasha MacArthur-Poole (Feb 25, 2026 08:47:15 MST)

Natasha MacArthur-Poole, Superintendent

Signed on behalf of Canadian
Union of Public Employees, Local
2559

Danielle Denis

Danielle Denis (Feb 18, 2026 14:33:36 MST)

Danielle Denis, President

Francois Gagnon

Francois Gagnon,
Associate Superintendent, Business & Finance

Stephanie Lustig

Stephanie Lustig,
CUPE National Representative

Caleigh McPherson

Caleigh McPherson (Feb 24, 2026 15:05:51 MST)

Caleigh McPherson,
Executive Director, HR

LETTER OF UNDERSTANDING #10

between

FORT MCMURRAY ROMAN CATHOLIC SEPARATE SCHOOL DIVISION
("Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2559
("Union")

**RE: OUT OF SCOPE (OOS) SUNCOR ENERGY CENTER FOR THE
PERFORMING ARTS (SECPA) EMPLOYEES MOVING TO CUPE LOCAL
2559**

As per LOU #7, the Employer and CUPE Local 2559 reviewed current Out of Scope Employees to determine eligibility and suitability to add to the membership of CUPE Local 2559.

Definition:

Dance Instructors:

Instructors who are formally trained in one or more specific dance modality. They are responsible for all planning, choreography and instruction of their assigned dance classes. These are deemed Seasonal, Part-time, and Permanent employees who follow a set annual schedule.

Art Instructors:

Instructors who are formally trained in one (1) or more specific visual art modality. They are responsible for all planning and instruction of their assigned classes. These are deemed Temporary Employees, who are provided a schedule to follow for the duration of a set class, lesson or program.

Program Assistants:

Designated assistants to support the programming and instruction of a specific class or lesson offered by SECPA, or any program under the SECPA umbrella. The assistant must have previous experience, training, and demonstrated competency in carrying out the subject of the lessons being taught, to ensure adequate support to the Instructor and the participants. These are deemed Temporary Employees, who are provided a schedule to follow for the duration of a set class, lesson or program. For the purposes of salary, these roles are equivalent to Administrative Support 1.

Theatre Tech Assistants:

Designated assistants who have the required training and expertise to support the operation of the theatre lighting and sound equipment. These are deemed as Casual Employees, scheduled on an as-needed basis.

Consideration within the Collective Agreement:**Layoff**

Classes must meet minimum enrollment guidelines, as determined by the Employer. In the event of insufficient enrollment, affected classes might be eliminated and/or the position might be eliminated.

In addition, any classes or programming that rely on outside funding and/or grants may be cancelled or eliminated if funds are cancelled or removed.

Should a permanent position be eliminated, the impacted individual would follow Clause 16.05 of the Collective Agreement, where applicable. Monthly severance would be calculated as an average amount based on the past three (3) months of earnings.

Should a temporary or casual position be eliminated, Employment Standards Guidelines for required notice, or pay in lieu of notice, will apply.

Working notice may be provided in lieu of paid notice, or some combination of the two (2).

Other considerations:

Employees covered under this Letter of Understanding, do not qualify for the provisions of Letter of Understanding #1 or Letter of Understanding #3.

Contract and Hours:

Dance Instructors and **Art Instructors** will be provided a set schedule for their classes. In recognition of preparation and planning time, for every three (3) hours of class instruction, Instructors will be paid for one (1) hour of prep and administrative work.

Program Assistants will be provided with a set schedule as per the classes they are supporting. Assignment of hours will follow Employment Standards which dictates that "Part-time Employees of non-profit recreation or athletic programs run by a municipality, Metis settlement or community service organization" "must be paid minimum compensation for at least 2 hours at not less than minimum wage". If there are not at least two (2) hours of work to be done for classroom instruction, alternate tasks will be provided for the remainder of the time.

Wage Grids:

SECPA Wage Grid Effective Sept, 2025 (\$1.25)	
Job Classification	Job Rate
Dance Instructor	\$46.25
Art Instructor	\$51.25
Program Assistant	\$17.13

SECPA Wage Grid Effective Sept, 2026 (3%)	
Job Classification	Job Daily Rate
Dance Instructor	\$47.64
Art Instructor	\$52.79
Program Assistant	\$17.64

SECPA Wage Grid Effective Sept, 2027 (\$1.25/hr or 3%, whichever is greater)	
Job Classification	Job Daily Rate
Dance Instructor	\$49.07
Art Instructor	\$54.37
Program Assistant	\$18.89

Signed on February 18, 2026

Signed on behalf of Fort McMurray
Roman Catholic Separate School Division
(FMRCSDD)

Natasha MacArthur-Poole
Natasha MacArthur-Poole (Feb 25, 2026 08:47:15 MST)

Natasha MacArthur-Poole, Superintendent

Francois Gagnon

Francois Gagnon,
Associate Superintendent, Business & Finance

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Caleigh McPherson,
Executive Director, HR

Signed on behalf of Canadian
Union of Public Employees, Local
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Danielle Danis
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Danielle Danis, President

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Stephanie Lustig,
CUPE National Representative