

SEPTEMBER 1, 2010 – AUGUST 31, 2013

COLLECTIVE AGREEMENT

between

THE FORT MCMURRAY CATHOLIC BOARD OF EDUCATION

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 2559

INDEX

<u>ARTICLE</u>	<u>SUBJECT</u>
	Preamble
1.	Term of Agreement
2.	Management Rights
3.	Bargaining Unit
4.	No Discrimination
5.	Union Membership
6.	Check-off Union Dues
7.	Employer Shall Acquaint Potential Employees
8.	Correspondence
9.	Labour Management Advisory Committee
10.	Representatives
11.	Notice to Employees
12.	Grievance Procedure
13.	Arbitration
14.	Discharge Cases
15.	Seniority
16.	Promotions and Staff Changes
17.	Layoffs and Recalls
18.	Hours of Work
19.	Overtime
20.	Named Holidays
21.	Vacation
22.	Sick Leave Provisions
23.	Leave of Absence
24.	Payment of Wages
25.	Employee Benefit Plans
26.	Uniform and Clothing Allowance
27.	General Conditions
28.	General
29.	Definitions
30.	Date of Agreement

* Denotes Contract Change.

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THIS AGREEMENT MADE THIS 15th DAY OF APRIL 2011

Between

**THE FORT MCMURRAY CATHOLIC BOARD OF EDUCATION
(Hereinafter called the "Employer")
Party of the first part**

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL UNION 2559
(Hereinafter called "The Union")
Party of the second part**

PREAMBLE

It is the purpose of both parties to this agreement:

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

ARTICLE 1- TERM OF AGREEMENT

- 1.1* This Agreement shall be binding and remain in effect from the date of signing and shall cover the period from September 1, 2010 to August 31, 2013, and shall continue from year to year thereafter unless either party gives to the other party, notice in writing in accordance with the Labour Relations Code, that it desires amendment.
- 1.2 Any changes deemed necessary during the term of this Collective Agreement, may be made in writing by mutual agreement between the parties, and shall form part of this collective agreement
- 1.3 Either party desiring to propose changes to this agreement shall, between the period of not less than sixty (60) days and not more than one hundred and twenty (120) days prior to the expiration date, give notice in writing to the other party of the changes proposed.

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Within twenty (20) calendar days of receipt of such notice by one party, the other party is required to enter into negotiations for a new agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.1 The Employer retains all of the traditional functions and prerogatives of management subject to specific provisions contained within this agreement.

ARTICLE 3 - BARGAINING UNIT

- 3.1* The Employer recognizes the Canadian Union of Public Employees Local 2559 as the sole and exclusive bargaining agent for all employees as described in the Certificates of the Labour Relations Board Numbers 357-92 and 358-92 and hereby agrees to negotiate with the union.
- 3.2* Employees whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except in circumstances where regular employees are not available which may include training, sickness, leave of absence, or in emergencies.
- 3.3 No employee covered by the bargaining unit will lose their employment or have their regular hours of work reduced as a result of contracting out the work of the bargaining unit.
- 3.4 No employee covered by this Collective Agreement shall be required or permitted to make any written or verbal agreement that may be in conflict with this Collective Agreement.

ARTICLE 4 - NO DISCRIMINATION OR HARASSMENT

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

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

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

ARTICLE 5 - UNION MEMBERSHIP

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

ARTICLE 6 - CHECK-OFF UNION DUES

6.1 Deductions

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

6.2 Advance Notice

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

6.3 Indemnity

The Union agrees to indemnify and save the Employer harmless from any liability or action out of the operation of this Article 6.

ARTICLE 7 - EMPLOYER SHALL ACQUAINT POTENTIAL EMPLOYEES

7.1 The Employer agrees to acquaint potential employees with the fact that a Union Agreement is in effect and to provide new employees with a copy of the Collective Agreement.

ARTICLE 8 - CORRESPONDENCE

8.1 All official written correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the Secretary-Treasurer of the Employer and the Secretary-Treasurer of Local 2559 Canadian Union of Public Employees.

8.2 As transactions occur, the union shall be notified in writing of the following information related to any changes affecting the bargaining unit such as job postings, temporary assignments, acting appointments, hiring, promotions, demotions, transfers, FTEs, extended leaves of absence, resignations, lay offs, recalls and termination of employment

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ARTICLE 9 - LABOUR MANAGEMENT ADVISORY COMMITTEE

9.1 Establishment of Committee

A Labour Advisory Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public and interests to the employees.

9.2 Function of Committee

The Committee shall concern itself with the following general matters:

- a. Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- b. Improving and extending services to the public.
- c. Promoting safety and sanitary practices.
- d. Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- e. Maintaining an interest in the safety and welfare of the employee.

9.3 Meetings of Committees

The Committee will meet twice per year at a mutually agreeable time and place. Notwithstanding, emergent meetings may be held as agreed by mutual consent. Members will receive a notice and agendas of the meeting at least forty-eight (48) hours in advance of the meeting. Employees will not suffer any loss of pay for time spent with the Committee.

9.4 Minutes of Meetings

Approved minutes of each meeting of the Committee shall be maintained. The Union and the Employer shall each receive two (2) signed copies of the approved minutes.

9.5 Jurisdiction of Committee

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

ARTICLE 10 - REPRESENTATIVES

- 10.1 The employee shall have the right, at any time, to have the assistance of a representative of the Canadian Union of Public Employees or any other advisor appointed or approved by the Union, when dealing or negotiating with the Employer. Representatives are free to

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attend meetings and, upon appointment, shall have access to designated facility space of the employer in order to investigate and assist in the settlement of a grievance.

ARTICLE 11 - NOTICE TO EMPLOYEES

- 11.1 A copy of all rules and regulations adopted by the Employer, which affect the members of this Union, will be posted on the Administration Office and Caretaker's Office bulletin boards.

ARTICLE 12 - GRIEVANCE PROCEDURE

- 12.1 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer recognizes the Grievance Committee and the Union stewards. The stewards may assist any employee in preparing and presenting his grievance in accordance with the grievance procedure. The Employer will endeavour to settle grievances within normal working hours providing operational and job duties permit.

12.2 Union Stewards

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

12.3 Union Grievance Committee

The Union shall notify the Employer in writing of the names of the Union Grievance Committee, constituted as follows: A chairperson, secretary, and the steward of the department, or chief steward.

It is understood that the activities of the Union Grievance Committee will be conducted outside of normal working hours unless specifically authorized by the employer.

12.4 Permission to Leave Work

The Union recognizes that each steward is employed by the Employer and he will not leave his work during working hours except to perform his duties under this agreement. Therefore, no steward shall leave his work without obtaining the permission of his departmental supervisor, which shall not be unduly delayed.

12.5 Definition of Grievance

Differences arising out of the interpretation, application, administration or alleged violation of this Collective Agreement.

It is agreed that maintenance of harmonious relations between the parties requires prompt filing and disposition of grievances.

While a grievance is being processed there shall be no stoppage of work or refusal to perform work.

Step I

- a. An employee who believes a difference exists arising out of the interpretation, application, or alleged violation of this Collective Agreement, shall, within ten (10) working days of the occurrence, or within ten (10) working days of the date he first became aware of the occurrence, discuss the matter with his immediate supervisor. The employee may be accompanied by his shop steward.

The supervisor shall meet with the employee to discuss the matter and shall render his or her decision in writing within ten (10) working days of the meeting.

- b. In the event the grievance alleges dismissal or suspension without just cause, the process shall commence at Step II within ten (10) working days of the occurrence.

Step II

If the grievance is not resolved under Step I, the employee who may be accompanied by his or her Shop Steward may present the written grievance, stating the nature of the dispute, agreement articles violated, and redress sought, to the Secretary-Treasurer within ten (10) working days of the Supervisor's decision. The Secretary-Treasurer shall render his or her decision in writing within ten (10) working days of receiving the grievance. A copy of the response will be provided to CUPE Local 2559.

Step III

If the grievance is not resolved at Step II, above, the employee who may be accompanied by his or her Shop Steward may within ten (10) working days of the receipt of a written decision from the Secretary-Treasurer, submit the grievance in writing to the Superintendent of Schools, who shall render a decision in writing to the employee, with a copy to CUPE Local 2559, within ten (10) working days of receipt of the grievance.

Step IV

If the grievance is not settled under Step III above, the employee or the Union may submit the grievance to arbitration within ten (10) calendar days of receipt of the Superintendent's decision at Step III. A grievance cannot under any circumstances be submitted to any arbitration panel unless such notice is given to the Superintendent within the time limit stipulated.

- 12.6 Time limits stipulated in the Grievance Procedure are mandatory. If the respondent fails to comply with the time limits, the grievance shall be processed to the next step. If the employee fails to comply with the time limits, the grievance shall be deemed abandoned. If the time limits fall on a Saturday, Sunday, holiday or statutory holiday, the time limit is extended to the day immediately following.

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ARTICLE 13 - ARBITRATION

13.1 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an arbitration board. Within ten (10) days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the arbitration board. The two arbitrators shall then select an impartial chairman.

13.2 Failure to Appoint

If the party receiving the Notice fails to appoint an arbitrator or if the two appointees fail to agree upon a chairman within ten (10) days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

13.3 Board of Arbitration Procedure

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

13.4 Decision of the Board of Arbitration

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

13.5 Expenses of the Board of Arbitration

Each party shall pay:

- a. The fees and expenses of the Arbitrator it appoints; and
- b. One-half of the fees and expenses of the Chairman.

13.6 Amending of Time Limits

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

13.7 Witnesses

All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 14 - DISCHARGE CASES

14.1* In the event the Employer initiates a disciplinary action against an employee that may result in the reprimand, suspension or discharge of the Employee, the following procedure shall be followed:

- a. When an alleged incident or issue arises, upon being discovered by or brought to the attention of the Employer, the employer shall notify the employee and the Union in writing that an investigation is ensuing with the alleged particulars. Such notification will be done within ten (10) working days of the employer gaining knowledge of the alleged incident or issue.
- b. The investigation will be completed in the most expedient manner possible and the Employer will make every effort to either discipline the employee or discontinue the investigation within thirty (30) days of the notification. If because extenuating circumstances, the investigation cannot be completed within the thirty (30) days and the Employer requires additional time, they shall notify the Employee and the Union in writing of the investigation progress and expected completion date.
- c. If the Employer chooses to suspend an employee during the investigation, the employee will be paid his/her regular wages and benefits during the process.
- d. When the investigation is complete, the Employer will notify the Employee and the Union of its outcome, along with any actions or penalties..

14.2* The Employer shall utilize the model of progressive discipline.

14.3* An Employee considered by the Union or the employee to be wrongfully or unjustly reprimanded, suspended or discharged or shall be entitled to access the Grievance and Arbitration Procedure. In cases of suspension or discharge, the procedure shall begin at Step 3 of the Grievance Procedure.

14.4* Letters of reprimand, discipline or suspension shall not be used against an Employee and shall be removed from an employee's personnel file after a period of 24 months.

14.5* Should it be found upon the completed investigation of the Employer or by an Board of Arbitration that an Employee has been unjustly reprimanded, suspended or discharged, such Employee shall be immediately reinstated in their former position without loss of seniority, accrued benefits and shall be compensated for any and all lost earnings, which will be paid as soon as reasonably possible. This provision will in no any way impede other recommendations ordered by the Board of Arbitration.

- 14.6* Employees shall, in all cases, have the opportunity to have a National Representative or a CUPE 2559 representative present at all meetings with the Employer and shall be notified of such right prior to such meetings.

ARTICLE 15 - SENIORITY

- 15.1 Seniority for a permanent employee shall be calculated based on his last date of hire. However, until the employee has successfully completed his probation period, he shall have no seniority rights.
- 15.2 The Employer shall maintain seniority lists, showing the date upon which employee's service commenced and such an up-to-date list shall be sent to the Union in January of each year.
- 15.3 Newly hired employees occupying permanent positions shall serve a probation period of (ninety) 90 working days. Probationary employees have no seniority rights and may be subject to layoffs or termination at the sole discretion of the employer without any right to grievances or appeals
- 15.4 When an employee leaves the Employer's service, his seniority and other benefits shall date only from the time of his re-engagement.
- 15.5 Loss of Seniority

Maintenance of Seniority

An employee shall maintain his seniority rights if he is absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer.

An employee shall lose his seniority and employment in the event:

- a. He is discharged for just cause.
- b. He retires or resigns in writing.
- c. He is absent from work in excess of three (3) working days without notifying the Employer, unless such notice was not reasonably possible.
- d. He fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his most current address.
- e. He is laid off and receives severance pay.
- f. He is on long-term disability for a period of longer than two (2) years.

ARTICLE 16 - PROMOTIONS AND STAFF CHANGES

16.1* The Employer agrees to post any vacancy or new position within the bargaining unit for a period of 10 working days in order to give employees an opportunity to make application for the position. The employer will make a job offer no later than thirty(30) working days from the closing date of the posting. The Employer is not necessarily obliged to fill the job or jobs from applications received if there are no qualified or suitable applicants.

16.2 Information in Postings

Such notice shall contain the following information:

Nature of posting, location of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range.

16.3 If an employee is transferred to a position covered by the Union's Certificate, that employee shall be on a trial period in his new position for a period of one hundred twenty (120) working days. If the starting rate of the new position is less than the employee is presently being paid, then the employee shall be paid his current rate for the new position during the trial period.

16.4 During the trial period, should the employee not satisfactorily fulfil the requirements of the new position or if the employee does not wish to remain in the new position, he shall revert back to his former position and wage rate without loss in seniority.

16.5* The appointment, transfer or promotion of employees shall be judged by the Employer on the basis of ability and job qualifications to perform the job satisfactorily. In the event qualifications and ability to perform the job are relatively equal, in the Employer's opinion, seniority shall govern.

16.6 An employee may apply on postings outside of the bargaining unit, or be assigned to perform duties in a position outside of the bargaining unit. In this event, the employee will continue to accrue seniority within the bargaining unit and shall have the right to revert to his/her former position within one calendar year. If the employer determines it is necessary to fill any subsequent resulting vacant position in the bargaining unit, it shall be posted as a temporary position in accordance with 16.1. Any employee affected by the application of this article shall have the right to revert to his/her former position.

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

16.7* Staffing Deployment

The parties recognize that redeployment of staff may be required as a result of modernization, expansion or abolition of facilities, work methodology changes, or other operational requirements of the employer.

Where the employer determines that such changes may be necessary, they will consult with the Union on options how such endeavour may be enacted in an effective and efficient manner which causes the least negative impact on the employees.

By mutual agreement, special redeployment procedures may be implemented that may supersede other provisions on this agreement referring to layoffs, recalls and posting.

When employees are being redeployed under such circumstances they shall be provided a minimum notice of twenty (20) working days, except in emergency situations

ARTICLE 17 - LAYOFFS AND RECALLS

17.1 In the event of a layoff as a result of a shortage of work, employees shall be laid off in the reverse order of seniority in their department, provided the remaining employees have the qualifications and ability to perform the required work.

17.2 Recalls

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

b. Recall rights, with no loss of seniority, shall be maintained for six months following the date of lay off unless the employee terminates their employment during this time.

17.3 When an employee receives a lay off notice, the employee shall receive the option of being placed on a recall list as per 17.2 (b) or accepting severance pay at a rate of one (1) month's pay for each year of service to a maximum of 6 months pay. An employee on the recall list may choose to be paid the severance pay at any time and terminate their rights to recall.

ARTICLE 18 - HOURS OF WORK

18.1 Caretaking Department

Working hours will be arranged on the principle of five (5) consecutive days, forty (40) hours working week (exclusive of meal times).

18.2 Maintenance Department

Working hours will be arranged on the principle of five (5) consecutive days, forty (40) hour working week (exclusive of meal times).

18.3 Working Schedule

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

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18.4 Paid Rest Period

An employee shall 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. An employee employed for four (4) hours or less per day, shall be entitled to one (1) rest period per day, if employed for more than four hours, he shall receive both rest periods.

18.5* Shift Differential

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

The shift premium hourly rates shall be as follows:

Evening Shift:	\$0.85 per hour worked
Night Shift	\$1.00 per hour worked

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

Until August 31, 2011: An employee who works a shift where half or more of the hours worked are between 16:00 and 24:00 hours shall be paid an evening shift premium.

An employee who works a shift where half or more of the hours worked are between 00:01 and 08:00 hours shall be paid a night shift premium.

Effective September 1, 2011: Employees will be paid the applicable shift differential premium on the hours of their shift worked during the evening or night shift. An employee who works a shift where half or more of the hours worked are in the evening or night shift, shall be paid the applicable shift premium of all the hours of their shift. The evening shift is defined as hours worked between 18:00 and 24:00 hours. The night shift is defined as hours worked between 00:01 and 06:00 hours.

18.6 Additional hours of work for part time employees:

- a. Part time employees, who are regularly scheduled to work less than the hours of work as per clause 18.1, shall have the option of working additional hours when they become available.
- b. Additional hours shall be offered to employees in the following order
 - i) part time employees at the site where the hours exist
 - ii) part time employees from another site
 - iii) casual employees

- c. For employees regularly scheduled to work less than eight (8) hours per day or 40 (forty) hours per week, time in lieu (hour for hour) may be utilized for hours worked beyond those regularly scheduled. If paid, additional hours up to eight (8) hours per day or forty (40) hours per week will be paid at regular time. The conditions of 19.4 (d), (e), (f) and (g) shall also apply to this clause.
- d. Additional hours of work shall be distributed as equally as possible among the available part time employees.

18.7 Professional Development:

One working day per year will be designated for professional development of staff. The training program for that day shall be organized jointly by both parties.

18.8* Summer Work

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

ARTICLE 19 - OVERTIME

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

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

19.3 Overtime Rate

For all approved overtime work in excess of eight (8) hours per day or forty (40) hours per week, the employee shall be paid at two times (2x) the hourly rate.

19.4 Time In Lieu

Employees required to work overtime may select time off in lieu of overtime pay as follows:

- a. Time off in lieu will be in accord to the spirit of Clause 19.6.
- b. The time off shall be provided at a mutually agreed time for all hours authorized and worked in excess of eight (8) hours per day or forty (40) hours per working week at a rate of one (1) hour for one hour worked.
- c. The decision to be paid or take time in lieu shall be made at the time overtime is requested.
- d. Time off in lieu with pay shall be taken at a mutually agreed time and paid at the regular rate of wages then in effect.
- e. A maximum of five (5) days may be accumulated at any one time.

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- f. Time off in lieu of overtime pay must be taken within six (6) months of the overtime worked, unless the accumulated time is less than eight (8) hours, the time will continue to be accumulated into the successive six (6) months; and
- g. In the event this time off in lieu of overtime pay is not taken within the prescribed time limit, the time off shall be added to the employee's next annual vacation.

19.5 Call Out

When an employee is called out to work outside his normal working hours and such Call Out requires the employee to return to work after leaving for the day at the end of his/her regular shift, or being called in to work more than one hour before the start of his/her regular shift, he shall be provided with a minimum payment of three (3) hours at one and one half (1.5) times the normal rate of pay or at a full premium rate if the actual time worked exceeds three (3) hours . 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.

19.6 Division of Overtime

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

ARTICLE 20 - NAMED HOLIDAYS

20.1 All eligible employees, as defined in article 20.2, will be paid their average daily rate, based on the employee's earnings of the pay period in which the holiday occurs, excluding overtime, for the named holidays listed below:

- | | |
|-------------------|----------------------------------|
| a. New Year's Day | g. Alberta Heritage Day (August) |
| b. Family Day | h. Labour Day |
| c. Good Friday | i. Thanksgiving Day |
| d. Easter Monday | j. Remembrance Day |
| e. Victoria Day | k. Christmas Day |
| f. Canada Day | l. Boxing Day |

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

20.2 Paid Holiday Eligibility

To be eligible for the above-mentioned named holidays, the employee must:

- a. have worked for the employer for thirty (30) days or more during the twelve (12) months preceding the general holiday;
- b. not be absent from work on the employee's last scheduled day before, or the first scheduled day after the holiday without the consent of the employer.

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20.3 Compensation for Holidays Falling on Saturday/Sunday

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

ARTICLE 21 – VACATION

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

After one (1) year of continuous service:	2 weeks
After two (2) years of continuous service:	3 weeks
After eight (8) years of continuous service:	4 weeks
After fifteen (15) years of continuous service:	5 weeks

21.2* Employees with less than twelve (12) months of continuous service prior to July 1 of each year shall be allowed a vacation of .83 working days for each completed month of continuous service.

21.3 Vacation Pay on Termination

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

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

21.4 Vacation Schedules

The Employer will circulate a "Request for Vacation" list to staff during the month of April each year. The Employer will endeavour to post an approved Vacation Schedule no later than May 15 each year.

Normally and where possible, vacations will be taken during July and August, Christmas Break and Spring Break.

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

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

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21.5 Sickness on Vacation Leave

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

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

ARTICLE 22 – SICK LEAVE PROVISIONS

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

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

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

22.3 If an employee is absent from scheduled work days to obtain necessary medical or dental treatment, or because of accident, disability or illness such time shall be deducted from his/her accumulated sick days. Payment for sick days shall be the average daily rate based on the employee's earnings of the pay period in which the sick leave occurs, excluding overtime.

22.4 When an employee is eligible for benefits under the long term disability insurance plan, i.e. after ninety (90) continuous calendar days of illness or medical disability, he/she shall stop collecting sick leave and no further sick leave days or salary shall be paid.

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

22.6 Employees reporting off sick shall do so to the immediate supervisor as early as possible (unless unusual circumstances do not permit) before the commencement of their duties. Failing to do so, the employee will be considered absent from duty without leave.

22.7 The Employer requests that:

- a. An employee presents a signed absentee statement regarding the reason for such absence to the Supervisor of Plant Operations or his designate upon the employee's return to work.

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- b. An employee who is absent from work to obtain necessary medical or dental treatment or because of accident, disability or sickness may be required to present a medical certificate from a qualified medical practitioner. The Employer reserves the right to require a medical examination by an additional doctor.
- c. If an employee wilfully violates or misuses sick leave, the employee may be subject to dismissal.

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

ARTICLE 23 – LEAVE OF ABSENCE

23.1 All leave of absences shall be without pay unless otherwise stated in this agreement or provided elsewhere by the employer. Only permanent employees are entitled to paid leave where provided in this agreement.

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

23.3* Compassionate Leave with Pay

Leave necessitated by the critical illness or death of the husband or wife, son or daughter, brother or sister, parent, grandchild, or grandparents of the employee or the employee's spouse shall be granted with salary and benefits:

- (a) Not more than (3) three working days for critical illness or death;
- (b) Not more than six (6) working days for combined critical illness and death.

Under the same conditions and circumstances, where the relative resides more than two (200) hundred kilometres away from Fort McMurray, the employee shall be granted additional leave with salary and benefits:

- (a) Up to an additional two (2) working days for travel for critical illness or death;
- (b) Up to an additional four (4) working days for combined critical illness and death.

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

It is recognized by both parties the conditions, which call for leave in respect of critical illness or bereavement, are based on individual circumstances.

23.4 Maternity and Parental Leave

As per the Employment Standards Code.

23.5* Personal Leave

- a. Where no one other than the employee can provide the needs during the illness of a dependent child or spouse, an employee shall be entitled to use a maximum of three (3) accumulated sick leave days per school year.

- b. Where an employee, spouse or dependent child are referred to a Health Care Specialist beyond the boundaries of the Regional Municipality of Wood Buffalo, the employee shall be entitled to a maximum of two (2) accumulated sick leave days per visit. Such entitlement shall only be provided for non-elective medical treatment. A copy of the referral by a medical doctor or dentist shall be provided.
 - c. A maximum of six (6) sick days per school year may be used for a person other than the employee under articles 23.5 (a) and (b). In cases where additional time off is required under article 23.5 (b) and where the employee has exhausted all other paid personal leave for that school year, additional leave with pay and benefits may be granted by the Superintendent or his designate. Such leave shall not be unreasonably denied.
 - d. An employee may apply for two (2) one days annual leave with pay for personal reasons and may be granted such leave at the discretion of the Superintendent or his designate.
 - e. An employee may apply for one (1) day leave with pay to travel to attend the convocation of a child, spouse or self from a recognized post-secondary institution if the official ceremony is held outside the boundaries of the Regional Municipality of Wood Buffalo.
 - f. Additional leaves of absence with or without pay and benefits may be granted by the Superintendent or his designate.
- 23.6 An employee elected as a delegate to a union function may be granted leave of absence with pay. The Union shall reimburse the employer for all such pay when invoiced by the employer.

23.7 Paid Jury or Subpoenaed Witness Duty Leave:

The employer will grant leave of absence without loss of seniority to an employee who serves as a juror or subpoenaed witness in any court. The employer shall pay such an employee the difference between their normal earnings for regular scheduled working hours and the payment the employee received for jury service or subpoenaed witness, excluding payment for travelling, meals or other expenses.

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

ARTICLE 24 - PAYMENT OF WAGES

- 24.1 The Employer shall pay salaries and wages biweekly in accordance with Schedule "A" attached hereto, and forming part of this agreement.
- 24.2 On each payday each employee shall be provided with an itemized statement of his wages, overtime and other supplementary pay and deductions.

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24.3 If the employer designates the employee to a higher rated position on an acting basis, excluding supervisory positions not covered by this agreement, the employee shall receive the higher job rate of pay for the time so employed.

24.4 Northern Living Allowance:

Eligible employees shall be paid a Northern Living Allowance in the amount of Two Dollars and Twenty-Five Cents (\$2.25) per hour of service, up to a maximum of thirty(30) hours per week, which shall provide for a full-time employee a maximum yearly cost-of-living allowance of Three Thousand Five Hundred and Ten Dollars (\$3,510).

The Northern Living Allowance shall be included in the Fort McMurray Allowance (FMA) paid in accordance with the conditions set in the FMA memorandum of agreement signed in December 2007 until such time as the amount of the FMA remains at or above \$3,500 per year for an eligible full time employee. In the event the FMA falls below \$3,500 per year, the amount of the Northern Living Allowance shall be adjusted to supplement the FMA in order to provide a full-time employee a maximum combined cost of living allowance of at least \$3,500 per year.

ARTICLE 25 - EMPLOYEE BENEFIT PLANS

25.1 Permanent employees may elect to participate to the group benefit plan sponsored by the Board. The employer shall contribute 80% of the monthly premiums for an eligible full-time employee.

25.2 The group benefit plan shall include:

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

25.3 Participation to the LTD and Life and AD&D Insurance Plan shall be mandatory for eligible permanent employees.

25.4 The employer shall contribute 80% of the monthly premiums for the Alberta Health Care plan for eligible permanent employees.

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- 25.5 The employer shall continue to pay their share of benefit premiums for a maximum of two years for employees receiving disability payment from the WCB or under the District's Long Term Disability Insurance Plan.
- 25.6 When enrolment and other requirements for group participation in various plans have been met, the Employer may sponsor such plans to the portions agreed upon and such sponsorship shall not exceed that which is authorized or accepted by the benefit agency.

25.7 Pension Plan

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

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

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

ARTICLE 26 - UNIFORM AND CLOTHING ALLOWANCE

- 26.1 The Employer will make available smocks for custodial employees' use when doing jobs or using equipment, which may soil their normal clothing. The Employer will make available coveralls to those maintenance employees whose normal clothing requires protection due to the nature of their work. The Employer shall be responsible for the cleaning and repair of smocks and coveralls as outlined in the guidelines established by the Employer. The Union will take responsibility for having the CUPE Logo put on smocks.
- 26.2 Permanent employees in the maintenance department may be provided their personal safety equipment directly through the employer at no charge. The employee may also elect to purchase their own equipment and be reimbursed actual cost to a maximum of \$250 per year.

ARTICLE 27 - GENERAL CONDITIONS

27.1 Bulletin Boards

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

ARTICLE 28 - GENERAL

- 28.1 The feminine gender shall mean and include the masculine and similarly the singular shall include the plural and vice versa as applicable.
- 28.2 Newly hired employees shall be required to present a medical certificate substantiating good health and provide satisfactory proof of age.
- 28.3 There shall be two (2) departments - Maintenance and Custodial.
- 28.4* Employees hired in the caretaking department shall be employed as cleaner and shall be promoted to caretaker on the first day of the month following one full year of continuous service as a cleaner.

Employees hired in a Maintenance Service Worker position shall be employed as MSW I during their first year of employment. They shall be promoted to the position of MSW II on the first day of the month following one full year of continuous service as a MSW I and to MSW III on the first day of the month following their second year of employment in a Maintenance Service Worker position.

- 28.5* The Employer agrees to maintain job descriptions for all staffed positions 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.

In the event the employer creates a new classification, within the scope of the Union certificate that is not listed in the C.U.P.E. Salary Schedule or changes existing classifications, the following will occur:

- a. The employer shall, without delay, provide the new job description to the union with the proposed rate of pay.
 - b. The rate of pay shall be established by the employer.
 - c. In the event that the rate of pay is not acceptable to the Union, the Union shall notify the employer of its intent to negotiate the rate of pay within thirty (30) days of having been notified of the rate of pay.
 - d. If a mutual agreement on the rate of pay cannot be achieved within ninety (90) days of the rate of pay being established, either party may submit the dispute to arbitration in accordance with Articles 12.5 at step 4 and 13.
- 28.6* The Employer agrees that employees will not be forced to attend work or in any way be disciplined for non attendance at work in severe weather conditions where police services have closed roadways to their work location.

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28.7* Health and Safety

- a. The Employer and the Union acknowledge their common concern for maintaining a safe and healthy working environment to prevent occupational injury and illness. In order to affect a thoroughly understood and accepted safety and health program for Employees at work, it is agreed that joint and cooperative methods shall be encouraged, consistent with applicable Health and Safety legislation.
- b. To this end, a Joint Health and Safety Committee will be established consistent with Board policies and procedures and applicable legislation.

ARTICLE 29 - DEFINITIONS

29.1 **PERMANENT EMPLOYEES:** Permanent full-time and part time employees are those employees who occupy permanent positions and who have successfully completed the required probationary period. Permanent employees receive all terms and conditions of the Collective Agreement. Part-time employees are considered permanent when they occupy permanent positions and work twenty (20) hours per week or more.

29.2 **PROBATIONARY EMPLOYEES:** Newly hired employees occupying permanent positions who are serving the required probationary period. Probationary employees shall be excluded from the Employee Benefit Plan and to the grievance procedure of the Collective Agreement in the event of discharge. Probationary employees shall be paid at the start rate for the duration of their probation.

29.3 **CASUAL EMPLOYEES:** Casual employees shall mean an employee who is hired and working in a:

- permanent position that is temporarily vacant as a result of an approved leave of absence or vacation, or
- a seasonal or temporary position; or
- any other capacity where the employee is working on a schedule of less than 20 hours per week.

Casual employees, unless otherwise stated, shall be excluded from all rights and benefits of the Collective Agreement. Casual employees shall be paid the start rate of the position they occupy.

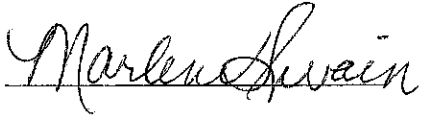
29.4 **TEMPORARY EMPLOYEES:** A temporary employee is one who is hired for a period of 9 months or less for a specific job. Should the position be extended beyond 9 months, the position shall become permanent and the job shall be posted. Temporary employees, unless otherwise stated, shall be excluded from all rights and benefits of the Collective Agreement. Temporary employees shall be paid at the start rate for the duration of their term employment

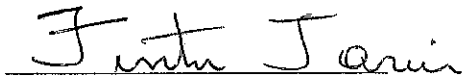
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ARTICLE 30 - DATE OF AGREEMENT

IN WITNESS WHEREOF the parties hereto executed this agreement this 10th day of February 2012 by affixing the signature of their proper officers on their behalf.

For the Canadian Union of
Canadian Employees Local 2559

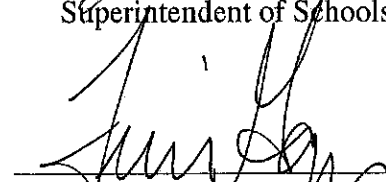




For the Fort McMurray Catholic
Board of Education



Kim Jenkins
Superintendent of Schools



Francois Gagnon
Secretary-Treasurer

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SCHEDULE A – JOB CLASSIFICATION AND PAY RATES

September 1, 2010 to August 31, 2011

JOB CLASSIFICATION	Start Rate	Job Rate
Cleaner	15.83	17.79
Caretaker		20.00
Head Caretaker I	19.71	22.16
Journeyman I	28.61	32.15
HVAC Technician	28.61	32.15
MSW I	19.90	22.35
MSW II		23.37
MSW III		26.86
Caretaking Services Coordinator	24.72	27.78
Coordinator of Maintenance Operations & Caretaking Services	28.10	31.57
Summer Student	15.83	

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

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SCHEDULE A – JOB CLASSIFICATION AND PAY RATES

September 1, 2011 to August 31, 2012

JOB CLASSIFICATION	Start Rate	Job Rate
Cleaner	16.53	18.57
Caretaker		20.88
Head Caretaker I	20.58	23.14
Journeyman I	29.87	33.56
HVAC Technician	29.87	33.56
MSW I	20.78	23.33
MSW II		24.40
MSW III		28.04
Caretaking Services Coordinator Coordinator of Maintenance Operations & Caretaking Services	25.81	29.00
Summer Student	16.53	

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

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SCHEDULE A – JOB CLASSIFICATION AND PAY RATES

September 1, 2012 to August 31, 2013

JOB CLASSIFICATION	Start Rate	Job Rate
Cleaner	17.27	19.41
Caretaker		21.82
Head Caretaker I	21.51	24.18
Journeyman I	31.21	35.07
HVAC Technician	31.21	35.07
MSW I	21.72	24.38
MSW II		25.50
MSW III		29.30
Caretaking Services Coordinator	26.97	30.31
Coordinator of Maintenance Operations & Caretaking Services	30.65	34.44
Summer Student	17.27	

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

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LETTER OF UNDERSTANDING

BETWEEN

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

AND

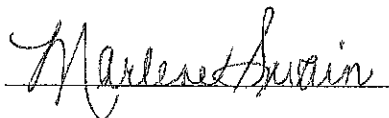
THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2559
(Party of the second part)

The above named parties hereby agree that during the term of this agreement:

1. Any new Catholic School solely operated by the Board in Fort McMurray will be staffed by employees covered by the bargaining unit CUPE Local 2559 during the term of this agreement;
2. Should the Fort McMurray Catholic Board of Education desire to enter into a partnership agreement, which may include the construction and/or operation of a new school, the Employer agrees to inform the Union. At such time as the final contract is resolved, the Employer shall notify the Union of the staffing intent.
3. The letter of understanding shall expire on 31 August 2013

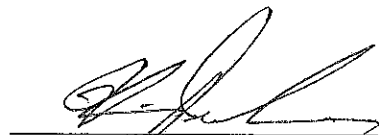
IN WITNESS WHEREOF the parties hereto executed this agreement this 14th day of December 2011 by affixing the signature of their proper officers on their behalf.

For the Canadian Union of
Canadian Employees Local 2559





For the Fort McMurray Catholic
Board of Education



Kim Jenkins
Superintendent of Schools



Francois Gagnon
Secretary-Treasurer

LETTER OF UNDERSTANDING

BETWEEN

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

AND

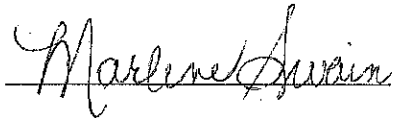
**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2559
(Party of the second part)**

The above named parties hereby agree that during the term of this agreement:

1. All permanent employees employed as of the date of signing this letter will not lose their employment or 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;
2. Regular hours exclude temporary hours assigned for the school year 2010/11;
3. The letter of understanding shall expire on 31 August 2013

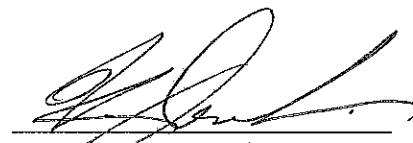
IN WITNESS WHEREOF the parties hereto executed this agreement this 14th day of December 2011 by affixing the signature of their proper officers on their behalf.


For the Canadian Union of
Canadian Employees Local 2559





For the Fort McMurray Catholic
Board of Education


Kim Jenkins
Superintendent of Schools


Francois Gagnon
Secretary-Treasurer