COLLECTIVE AGREEMENT

Between

Peace River School Division

And

CUPE Canadian Union of Public Employees

LOCAL 4839
SUPPORT STAFF

SEPTEMBER 1, 2024 TO AUGUST 31, 2028

copesepb

Canadian Office &
Professional Employees
AL:df/Local 4

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PEACE RIVER SCHOOL DIVISION
Peace River, Alberta
(hereinafter called the "Employer")

PARTY OF THE FIRST PART

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 4839
Peace River, Alberta
(hereinafter called the "Union")

PARTY OF THE SECOND PART

ARTICLE 1 – TERM

1.1 Effective Date

This Agreement will be binding and remain in effect from September 1, 2024 to August 31, 2028 and will continue from year to year thereafter unless either party gives to the other party notice in writing, not earlier than one hundred and twenty (120) days and not later than sixty (60) days prior to the thirty-first (31st) of August in any year that it desires its termination or amendment.

1.2 The Parties will meet within thirty (30) days of receipt of the notice to bargain to exchange proposals.

1.3 Change in Agreement

Any change deemed necessary in the Agreement may be made by mutual agreement at any time during the existence of the Agreement.

1.4 Retroactivity

This Agreement will become effective on the date of signing except as otherwise specified. An Employee who was employed within the bargaining unit between September 1, 2024, and the date of ratification by both Parties and has subsequently left the employment of the Employer will be eligible to receive any applicable retroactive pay if the individual applies in writing to the Employer within thirty (30) calendar days of the date of ratification.

1.5 Continuation

When notice to commence collective bargaining has been served pursuant to Clause 1.1, this Agreement will be deemed to continue to apply to the Parties notwithstanding the termination date in the Agreement, until:

(a) a new Collective Agreement is concluded;

(b) the right of the bargaining agent to represent the Employees is terminated, or;

(c) a strike or lockout commences under the provisions of the Alberta *Labour Relations Code.*

ARTICLE 2 – UNION RECOGNITION

2.1 The Employer recognizes the Canadian Union of Public Employees Local 4839 as the sole Bargaining agent for the Employees, covered by the Agreement, as described in the Certificate of the Alberta Relations Board No. C1966-2021. The Employer hereby consents and agrees to negotiate with the Union or any of its authorized committees concerning all matters affecting this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

2.2 Union business will not take place during Employees working hours and/or any of the Employers premises without prior permission by the Employer.

2.3 There will be no discrimination or coercion by the Employer or the Union as to whether an Employee is, or is not, actively involved in the Union.

2.4 It is the responsibility of each Employee to at all times be familiar with the terms and conditions of employment as addressed in this Collective Agreement.

2.5 No Employee will be required or permitted to make a written or verbal agreement with the Employer or their representative which may conflict with the terms of the Collective Agreement.

ARTICLE 3 – MANAGEMENT RIGHTS

3.1 The Union acknowledges that it will be the exclusive right of the Employer to operate and manage the business in all respects, unless otherwise provided by this Collective Agreement. The Employer reserves all rights not specifically restricted or limited by the provisions of this Collective Agreement.

ARTICLE 4 – DISCRIMINATION AND HARASSMENT

4.1 The Employer and the Union are jointly committed to fostering positive working relationships and managing conflict in the workplace.

4.2 The Employer and the Union agree to ensure compliance with the *Human Rights Act of Alberta* and that no Employee will be discriminated against by any person in accordance with this legislation.

4.3 All Employees covered by this Agreement have a right to freedom from harassment in the workplace. The Employer agrees to maintain a harassment free policy for addressing and resolving harassment issues in the workplace.

4.4 The Employer or the Union will not discriminate at any time against any Employee on the protected grounds of race, colour, ancestry, place of origin, religious beliefs, gender, gender identity, gender expression, age, physical disability, mental disability, marital status, family status, source of income, and sexual orientation not by any reason of their membership or activity in the Union or because of their connection with trade Union organizations.

ARTICLE 5 – UNION MEMBERSHIP / UNION DUES

5.1 All Employees covered by this Agreement will be required to pay Union dues, a monthly fee equal to any monthly dues in accordance with the Union bylaws.

5.2 Deductions will be made from each payroll and will be forwarded by direct deposit to CUPE National no later than the fifteenth (15th) day following the deduction.

5.3 The Employer will provide the Union with a copy of the monthly check-off list.

5.4 The Union will advise the Employer in writing of any change in the amounts of dues to be collected by the Union from the Employees covered by this Agreement. Such notice will be communicated to the Employer at least thirty (30) days prior to the effective date of the change.

5.5 The Employer, as directed by the Union in writing, will deduct the amount of the union dues from the pay of all Employees covered by this Agreement. The deductions remitted will be accompanied by particulars identifying each Employee by name and classification and if a new Employee, showing starting date of employment. On October 31st and March 31st, the Employer will provide the Union with an updated list of names, addresses and phone numbers of all members of the bargaining unit.

ARTICLE 6 – DEFINITIONS

6.1 Employer

Will mean the Peace River School Division or it's designate.

6.2 Grievance

Will be defined as any differences arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.

6.3 Permanent Full-time

All Employees who work thirty-five (35) hours per week as per schedule 1 and all Employees who work forty (40) hours per week as per Schedules 2 and 3.

6.4 Permanent Part-time

All Employees who work less than thirty-five (35) hours per week as per Schedule 1 and 4 and all Employees who work less than forty (40) hours per week as per Schedules 2 and 3.

6.5 Temporary Employees

Employees hired to cover illness, leaves of absence, special projects or to augment the regular staff for a specific time period of three (3) months or longer but not to exceed twelve (12) months without the consent of the Union. Temporary staff will be eligible for benefits when they work three (3) months or longer.

6.6 Casual Employees

Employees called in on a day to day, as needed basis, up to three (3) months to cover absences due to illness or authorized leave of absence, including vacation at the applicable rate of pay for the position and will receive only those benefits required by law.

6.7 Twelve Month Employee

A twelve (12) month Employee can be either a Full-time or Part-time Employee who is regularly scheduled to work throughout the calendar year.

6.8 Ten Month Employee

A ten (10) month Employee is an Employee who is regularly scheduled to work during the ten (10) months of the school year.

6.9 Probationary Period

An Employee will have a Probationary Period of sixty (60) working days or six (6) months, whichever comes first, excluding sick days and leaves of absence, in an established position under this Collective Agreement**.** An Employee may be terminated at any time during the probationary period without notice and without recourse to the Grievance procedure.

6.10 Vacation Year

A vacation year will be defined as the twelve (12) month period commencing on September 1st in each calendar year and concluding on August 31st in the following year.

6.11 Seniority

Seniority is defined as the length of continuous service in the permanent employ of the Employer from the last date of hire, as a permanent Employee. Seniority will not apply during the probationary period; however, once the probationary period has been completed seniority will be credited back to the commencement of the probationary period.

6.12 Layoff

A layoff will mean a reduction in the workforce, or an elimination of one or more positions.

6.13 Consecutive Working Days

Consecutive Working Days are Monday through Friday, excluding weekends and general holidays. For School Based Employees non-operational days are also excluded.

6.14 Where the singular is used in this Agreement, it will be deemed to be the plural where the context so requires and vice versa.

6.15 Policy Grievance

Is where a dispute involving a question of general application or interpretation occurs or where the Union has a grievance.

6.16 Termination Grievance

Is where a dispute involving termination occurs.

6.17 Study Supervisor

An Employee who is assigned to supervise students when a certified teacher is not available for services.

ARTICLE 7 – CLASSIFICATIONS

7.1 Schedule 1 School Based Employees

- "Educational Assistants" applies to persons designated by the Employer as E.C.S. Assistants, Special Needs Assistants and Educational Assistants (1400 hours paid for the duration of their operational days).

- "Information Specialists" applies to persons designated by the Employer as School Librarians (1435 hours paid for the duration of their operational days).

- "Office Managers" applies to persons designated by the Employer as School Office Managers (1435 hours paid for the duration of their operational days).

- "School based employees have the option of having a percentage of their net income held back each month and paid to them over the summer.

7.2 Schedule 2 - Maintenance Operations

(2080 hours paid over 12 months)
- Maintenance Repairman I
- Maintenance Repairman II
- Maintenance Repairman III
- Maintenance Repairman IV with Painter certification or Carpenter uncertified
- Maintenance Repairman V with Carpenter or Plumbing certification
- Maintenance Repairman VI with Plumbing and Gas certification
- Maintenance Repairman VII with Electrical certification

7.3 Schedule 3 – Transportation Operations

(2080 hours paid over 12 months)
- Bus Fleet Maintenance Technician
- Lead Bus Fleet Maintenance Technician

ARTICLE 8 – TASK ASSIGNMENTS

8.1 No part of this Agreement will be construed as meaning that an Employee will do only tasks of the classification in which the Employee is employed, nor will any part of this Agreement be construed as meaning that certain tasks will be performed only by certain classified Employees.

8.2 For an Employee who is assigned for a period of more than one half (½) day, the remuneration will be at the level of classification that the Employee is assigned.

8.3 An Educational Assistant assigned to a class in absence of a teacher, for a period of more than one half (½) day, will be paid as a Study Supervisor which is the Educational Assistant Level 1, or their current rate of pay, whichever is higher.

8.4 No Employee will receive less than their current salary.

ARTICLE 9 – PROBATIONARY PERIOD

9.1 Each new Employee will have a probationary period of sixty (60) working days or six (6) months, whichever comes first, excluding sick days and leaves of absence before being eligible for the Sick Leave provisions, or the Benefits provisions of this Agreement. At the conclusion of the sixty (60) working days or six (6) month probationary period, whichever comes first, the terms of the entire Agreement will apply.

9.2 An Employee may be terminated at any time during the probationary period without notice and without recourse to the Grievance Procedure.

ARTICLE 10 – LABOUR MANAGEMENT RELATIONS

10.1 Labour Management Committee

The Parties agree a Labour Management Committee will consist of not more than four (4) members each from the Management and Union for the purpose of maintaining harmonious communications between the Parties on matters of mutual interest.

10.2 Such Committee will meet if required by either party, and will be an information sharing committee.

10.3 It is understood that the committee will not hear matters pertaining to grievances and collective bargaining.

10.4 Should the meeting be held within working hours, the Union members will have no loss of pay. If it is outside the working hours – each party will cover the costs of their members.

ARTICLE 11 – HOURS OF WORK

11.1 Each Employee is required to record their attendance, indicating all periods of absence and reasons for absence in the electronic leave management system.

ARTICLE 12 – OVERTIME AND TIME OFF IN LIEU

12.1 It is understood that, from time to time, an Employee may be required to work in excess of the regular daily and/or weekly hours. An Employee who is required to work excess hours (pre-authorized by the Employee's immediate supervisor) will be paid at one point five (1.5) times the Employee's regular rate of pay for such hours worked that are in excess of eight (8) hours per day or forty (40) hours per week. For other excess hours, the regular rate of pay will apply. An Employee may apply, and the Employer may approve, the accumulation of such excess hours to be taken as "time off in lieu". Hours worked up to eight (8) hours per day or forty (40) hours per week, will accumulate at the straight time rate. Hours in excess of eight (8) hours per day or forty (40) hours per week, will accumulate at the overtime rate.

12.2 Time credits unused as of August 15th of every school year will be paid out at the straight time rate in the August payroll and the August time credits will be carried over into the next year.

12.3 Call Back

When an Employee is called out or called back for an emergency an Employee will be paid for a minimum of three (3) hours at one and one-half (1½) times their basic hourly rate.

ARTICLE 13 – GENERAL HOLIDAYS

13.1 (a) Each regular Employee will receive one day's pay for each of the following General Holidays: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day and Christmas Day, National Day for Truth and Reconciliation (as per Board motion #15900 that in honour of Truth and Reconciliation, September 30 be declared a non-operational day annually, when it falls during the week).

(b) Days between Christmas Eve and New Year's for the Maintenance Department as per the Central Operations Statutory Holiday document.

13.2 Other holidays with pay, may be granted at the discretion of the Employer from time to time.

ARTICLE 14 – PAID VACATION & VACATION PAY

14.1 Twelve-month Employees

(a) Employees are entitled to take vacation as it is earned.

(b) For all Employees working on a twelve (12) month basis, the length of vacation will be as follows:

1 year continuous employment	2 weeks
2-7 years continuous employment	3 weeks
8-15 years continuous employment	4 weeks
16-25 years continuous employment	5 weeks
26+ years continuous employment	6 weeks

(c) A leave of absence without pay and benefits, greater than thirty (30) calendar days, will not interrupt continuous employment status. However, the leave will not be counted as time worked for vacation purposes.

(d) All paid vacation leave must be taken within the twelve (12) month period in which it is earned. Unless approved in writing by the Secretary-Treasurer or designate.

(e) Although an attempt will be made to accommodate Employees' wishes as to when they want their vacation, it remains the Employer's right to schedule vacations to suit the operational needs of the Division.

14.2 Other Employees

(a) Vacation pay in lieu of vacation will be paid monthly.

(b) Employees who terminate employment will receive any vacation pay entitlement due at the time of termination.

(c) Excepting twelve (12) month Employees, all Employees will receive vacation pay in lieu of vacation at the following rate:

0-1 year continuous employment	4% gross salary
2-7 years continuous employment	6% gross salary
8-15 years continuous employment	8% gross salary
16-25 years continuous employment	10% gross salary
26+ years continuous employment	12% gross salary

(d) Continuous employment is not affected by the length of the workday or the hours worked per week.

(e) Excepting twelve (12) month Employees, all Employees' vacation periods will be scheduled to coincide with non-operational days.

ARTICLE 15 – LEAVES OF ABSENCE

15.1 Leave of Absence without pay and benefits may be granted at the discretion of the Employer. Leaves of absence in excess of thirty (30) consecutive calendar days will not be counted as time worked for salary incremental purposes. There will be no accrual of sick leave or vacation in leaves of absence in excess of thirty (30) consecutive calendar days.

15.2 Deduction from salary for unpaid leaves of absence of up to fifteen (15) consecutive days will be as follows: Employees will have their scheduled earnings deducted at their daily hours rate for days missed.

15.3 Maternity/Parental and Adoption Leave

(a) Maternity leave will be for a period of up to sixteen (16) weeks. In addition to maternity leave, a parent may take an additional sixty-two (62) weeks for parental leave pursuant to Alberta Employment Standards. If the mother takes the parental leave, this leave will occur in a contiguous fashion with the maternity leave. New Alberta Employment Standards regulation take this to sixty-two (62) weeks within seventy-eight (78) weeks of the birth.

(b) The health-related portion of each Employee's maternity leave will be as determined by medical documentation with such leave beginning the day the Employee begins the leave regardless of whether this date is the date of delivery or several weeks in advance of the delivery date but in no instance will this date be more than twelve (12) weeks in advance of the delivery date.

(c) The Employer will register and implement a ninety-five percent (95%) Supplementary Unemployment Benefits (S.U.B.) plan which each Employee will access for pay during the health-related portion of her maternity leave. The Employer will pay its portion of each Employee's benefit plan premiums during the health-related portion of her maternity leave. The remainder of the maternity leave not covered by the health-related portion will be without pay and benefits. S.U.B. will be payable for a maximum of seventeen (17) weeks or for the period covered by accumulated sick leave, whichever is less. The Employer will advise each Employee to apply for Extended Disability Benefits (E.D.B.) at least thirty (30) days in advance of her expected eligibility for such benefit. After ninety (90) consecutive calendar days of illness the Employee will apply for E.D.B. benefits and no further salary, benefit contributions, or S.U.B. will be payable.

(d) Each Employee will endeavor to notify the Employer, in writing, of her leave requirements three (3) months in advance, however, she will give the Employer at least two (2) weeks notice of the day on which she intends to commence maternity leave. In each case maternity leave must commence at least two (2) weeks in advance of the expected date of delivery. Such notice will be in writing.

(e) Prior to the leave commencing, each Employee will endeavor to provide the Employer with the date she plans on returning to work, however, she give the Employer, in writing, at least four (4) calendar weeks notice of the day on which she intends to work. Such notice will be in writing.

(f) An Employee returning from maternity leave may be required to pass a medical examination before returning to duty.

(g) An Employee may be required to submit medical certificates in order to receive the S.U.B.

15.4 Leave to Attend Union Business

(a) If an accredited representative of the Union is required to meet with the Employer or attend hearing to discuss a grievance during work hours, the Employee will be granted leave with pay and benefits subject to suitable arrangements with their immediate supervisor.

(b) If the Employee who is grieving is required to attend an initial grievance meeting, the Employee will be granted leave with pay and benefits at their regular rate of pay.

15.5 Union Leave

(a) Subject to operational requirements, leave of absence without pay and without the loss of seniority will be granted upon request, to Employees elected or appointed to represent the Union at Union functions. The Employer will, however, pay the above Employees their regular pay as though they had worked, billing the Union for time lost and any other deductible benefits during the leave of absence.

(b) In the event that an Employee is elected or appointed to the bargaining committee for the Union, the Employee will be granted leave at their regular rate of pay and benefits for the purpose of attending joint collective bargaining, reconciliation or mediation meetings in the establishment of a new Collective Agreement. The Union will reimburse the Employer for all pay and benefits during the period of absence.

(c) An Employee who is elected to attend a Union convention, conference, school, or to attend any other Union function or meeting of the Union, its affiliated or chartered bodies, or any other labour organization with which the Union is affiliated, will be granted leave of absence with pay and benefits. The Union will reimburse the Employer for all pay and benefits during the period of absence.

15.6 Jury Duty Leave

Employees who are subpoenaed to serve as jurors or witnesses in any Canadian court, provided such court action is not occasioned by the Employee's private affairs, will be granted leave of absence without loss of pay equal to the length of the court duty. An Employee in receipt of their regular earnings while serving at a court, will remit to the Employer all monies paid to the Employee by the court, except travelling and meal allowance not reimbursed by the Employer. Employees will come to work during those regularly scheduled hours that they are not required to attend court.

15.7 Job Protected Leaves

Eligible Employees can take other job protected leaves for various personal matters as outlined under as per Alberta Employment Standards https://www.alberta.ca/job-protected-leaves.aspx

Leave Category as per Alberta Employment Standards

- Reservists leave
- Compassionate care leave (leave to care for a critically ill family member)
- Death or disappearance of a child
- Critical illness of a child
- Domestic violence leave
- Personal and family responsibility leave
- Citizenship ceremony leave
- Bereavement leave
- Long-term illness and injury leave

15.8 Bereavement Leave

Bereavement Leave is administered in accordance with Administrative Procedure 408 – Personal Leaves of Absence..

ARTICLE 16 – SICK LEAVE PROVISIONS

16.1 Sick leave will be granted to an Employee for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness or disability. Sick leave with pay will be granted to a maximum of that Employee's accumulated sick leave at the beginning of the school year plus the Employee's unused entitlement for the current school year. Once the sick leave entitlement has been fully used, no further salary or benefits will be paid by the Employer.

16.2 Unused sick leave of all Employees will accumulate at the completion of each complete year of service with the Employer to the credit of the Employee to a maximum of sixty (60) working days.

(a) Family Illness - Employees will be allowed to use ten (10) of their accumulated sick days per school year for family dependant illness and medical appointments.

(b) Personal Leave Days – Employees will be allowed to use two (2) of their accumulated sick days per school year for personal leave.

(c) Effective September 1, 2019 Employees will be allowed to use three (3) of their accumulated sick days per school year for personal leave.

16.3 Deduction from salary for unpaid leaves of absences of up to fifteen (15) consecutive days will be as follows: Employees will have their scheduled hours deducted at their hourly rate for days missed.

16.4 Sick leave will be earned on the basis of two (2) days per month of employment excluding probationary periods.

16.5 An Employee who is absent from duties to obtain necessary medical or dental treatment or because of accident disability or sickness for a period of more than three (3) consecutive working days may be required to present a medical certificate satisfactory to the Employer, before returning to duty. If a medical certificate is requested by the Employer, the Employer will reimburse the Employee for any related costs invoiced by the doctor.

When an Employee leaves the employment of the Employer voluntarily, accumulated sick leave is cancelled immediately.

ARTICLE 17 – SCHOOL CLOSURE

17.1 Notwithstanding the above Article 16 (Sick Leave Provisions), in the event of a system wide shut down, school closure shutdown an Employee's salary will not be reduced for the first five (5) consecutive working days that the school is not in operation, after five (5) consecutive working days the Employee's salary will be reduced by one (1) working day for each day the school is not in operation.

ARTICLE 18 – BENEFITS

Group Benefits

18.1 If the Employee commences on or before the fifteenth (15th) day of the month, benefits become effective the first (1st) day of the third (3rd) month following the date of employment.

18.2 If the Employee commences on or after the sixteenth (16th) day of the month, benefits will be effective the first (1st) day of the fourth (4th) month following the date of employment.

18.3 The Employer will continue to make the contributions during July and August of each year.

18.4 The Employer will provide to all eligible Employees within this bargaining unit the following Benefit plan:

• Life Insurance (for employee only)	100 % of premium rate contributed by Employee
• Disability (for employee only)	100% of premium rate contributed by Employee
• Extended Health Care	100% of single or family rate premium contributed by the Employer
• Dental	100% of single or family rate premium contributed by Employer
• Vision	100% of single or family rate premium contributed by Employer

18.5 September 1, 2025 Employees will be provided a seven hundred and fifty dollar ($750.00) Health and Wellness Spending Account, pro-rated to their start date and paid 1/12 monthly.

18.6 The Benefit plan will be made available to all Employees employed with a 0.50 FTE or greater (not prorated) as a condition of employment. Employees working less than 0.50 FTE will not be eligible for participation in the benefit plan.

18.7 Employer contribution to benefits will continue while an Employee is attending apprenticeship training.

18.8 An Employee may decline participation in the Dental, Extended Health Care and Vision plans by completing an enrolment form stating they have coverage through their spouse/partner's health benefit plan. If they choose to enroll past the qualifying period of applying, they are subject to late applicant penalty.

18.9 The Employer will retain and utilize both the Employer's share and the Employee's share of any rebate due under the *Employment Insurance Commission Act* or regulations.

ARTICLE 19 – LOCAL AUTHORITIES PENSION PLAN

19.1 Participation in the Local Authorities Pension Plan is upon completion of one (1) year continuous employment with the Employer.

(a) Employees, working over a guaranteed thirty (30) hours per week, will participate in the Local Authorities Pension Plan.

(b) Employees, working under thirty (30) hours per week but over fourteen (14) hours a week, will have the option to contribute to the Local Authorities Pension Plan.

(c) The Employer will contribute fifty percent (50%) of the Employee's contribution to an RRSP up to a maximum of five percent (5%) of the Employee's annual salary for those Employees not participating in the Local Authorities Pension Plan. The Employee will establish their contribution level at the beginning of the school year or when they commence employment.

ARTICLE 20 – NORTHERN TRAVEL BENEFIT

20.1 For the purposes of this Agreement, ten percent (10%) of the annual salary as set out in Article 32 (Salary Schedule Reference) to a maximum of four thousand dollars ($4,000.00) will be considered to be a Travel Assistance Benefit paid. This amount will be indicated as such in the appropriate box on the Annual T4 slip. The provision of this benefit will in no fashion add to the cost of salary or benefits to the Employer.

ARTICLE 21 – EQUIPMENT

21.1 The Employer will supply and clean coveralls for all Schedule 2 and 3 Employees in the Support Staff department.

21.2 Schedule 2 and 3 Employees will receive an annual safety and equipment allowance of five hundred dollars ($500.00) to be paid on the January paycheque.

ARTICLE 22 – SERVICE RECOGNITION

22.1 Employment for the purpose of service recognition increments will not be affected while Employees are on leave due to illness or disability for a period of less than one (1) year and paid annually in December based on continuous employment, prorated by FTE as follows in the table.

6 - 10 years	$200.00 annually
11 - 15 years	$350.00 annually
16 - 20 years	$500.00 annually
21 - 25 years	$650.00 annually
26+years	$850.00 annually

ARTICLE 23 – SUPPLEMENTARY UNEMPLOYMENT BENEFITS (S.U.B.) PLAN

23.1 The Employer will provide for Employees under Schedule 2 and 3 a ninety-five percent (95%) Supplementary Unemployment Benefits (S.U.B.) Plan which each Employee will apply for and, if eligible, access during the period(s) of apprenticeship training. The Employer will pay its portion of each Employee's benefit plan premiums during the apprenticeship. S.U.B. will be payable for the period during which an Employee is away from normal duties during the apprenticeship training, including the EI waiting period. Each Employee accessing this benefit plan does so with the understanding that they are committing to provide to the Employer twelve (12) consecutive months of service for each term of apprenticeship program and are liable for reimbursement to the Employer funds provided under the plan in proportion to any shortfall in service commitment.

ARTICLE 24 – TEMPORARY EMPLOYEES

24.1 Any Employee who will hold a temporary position of more than three (3) months, the Employer will provide the following for the period they are in a temporary position:

Article 16 – Sick Leave
Article 18 – Health Benefits, if eligible
Article 18 – Health Spending
Article 19 – RRSP

ARTICLE 25 – PROMOTIONS & PLACEMENT PROCEDURE

25.1 When the Employer decides to post a permanent position they may post externally and internally, and the following hiring order will be followed:

(a) Employees who are members of the bargaining unit, who have the evaluated ability, required qualifications and training will be given first consideration. An external candidate would only be hired if they possess specialized required skills which the internal candidate does not possess.

(b) Where two (2) Employees, in the bargaining unit, who have evaluated ability, required qualifications and training to be relatively equal, seniority will be the deciding factor.

25.2 The Employer will post vacant or newly created positions for five (5) consecutive working days. All postings will include a note on the bottom recognizing the position as a Union position. Notwithstanding, in the interest of reassigning or promoting staff within a site, the Employer may increase a Schedule I Employee's FTE, within or between classifications, without posting provided the additional FTE is less than point five (0.50) FTE.

25.3 Where more than one Employee at a site is interested in increasing their FTE through this provision and the Employer has evaluated their ability, required qualifications and training to be relatively equal, the senior Employee will be assigned the additional FTE.

25.4 Simultaneous to media advertising, a notice of intention to fill any job position be it regular or temporary, in any position defined under Article 2 (Union Recognition), of the Agreement, will be posted on staff bulletin boards during the school year and a copy of the posting will be sent to the Recording Secretary of the Union.

25.5 When an Employee achieves a position in a classification within the Salary Schedule, with the same end rate as their present classification, such Employee will move to the pay step which is equal to their present basic rate of pay, or if there is no such pay step, they will move to the pay step that is higher than and closest to their current rate of pay or to the maximum rate for the classification, whichever is less.

25.6 When an Employee achieves a position in a classification within the Salary Schedule, with a higher end rate as their present classification, such Employee will move to the same pay step in the new pay range. Where the new pay step in the new pay range is less than their present basic rate of pay, they will advance to the pay step in the new pay range that is closest to their current rate of pay and provides an increase.

25.7 When an Employee achieves a position in a classification with the Salary Schedule, having lower end rate than their current classification, they will maintain their current rate of pay for a period of six (6) months.

25.8 Trial Period

(a) Promoted Employees will be on a trial period of sixty (60) days worked. Should the Employee be unsatisfactory in the new position firstly, they will revert to their former or similar position and wage rate. Where the Employee's former position no longer exists, the Employee will be reverted to a similar position at that site or within the town limits, subsequently, then wherever possible in the division.

(b) In promotion of Employees where the Employer has evaluated ability, required qualifications and training to be relatively equal, the senior applicant will be awarded the position.

ARTICLE 26 – SENIORITY

26.1 Seniority is defined as the length of continuous service in the permanent employ of the Employer from the last date of hire, as a permanent Employee.

26.2 Seniority will be used as a factor in determining promotions, transfers, demotions, lay-offs and recall.

26.3 The Employer will maintain a seniority list showing the last date of hire of all Employees and ranked in order of their hire date.

26.4 An up-to-date Seniority list will be sent to the Union in September of each year.

26.5 Upon successful completion of the probationary period, a permanent Employee will be credited with Seniority back to the commencement of the probationary period.

26.6 Any protest for Seniority must be received within thirty (30) calendar days of the Union receiving the list. Thereafter the date will be considered as being established.

26.7 Employees will only lose their seniority in the event:

(a) They are discharged for just cause and were not reinstated.
(b) They resign in writing.
(c) They are laid off for a period greater than twenty-four (24) consecutive months. This entitlement is contingent upon the laid off Employee keeping the Employer current with contact information, including phone number and email address.

26.8 Employees will retain but not accrue seniority if they are absent from work for a period of greater than eighteen (18) consecutive months on a WCB or LTD claim.

ARTICLE 27 – LAY-OFF AND RECALL

27.1 A layoff will be defined as a separation from a permanent or seasonal position due to lack of work.

27.2 Employees may be placed on lay-off with seventy-two (72) hours notice in the event of a labour dispute between the Employer and its school Employees represented by another bargaining agent.

27.3 In the event of a lay-off, where ability, qualifications and training are, as determined by the Employer relatively equal within a classification, the Employee with the least seniority in the school or within the appropriate department will be the first laid off.

27.4 In the event of a recall, where ability, qualifications and training are, as determined by the Employer relatively equal, the Employee with the most seniority in the school or within the appropriate department will be the first recalled.

27.5 Employees who are laid off will retain their accumulated sick leave for one hundred and twenty (120) working days following layoff. If not recalled within this period accumulated sick leave will be cancelled.

27.6 Recall rights will be discontinued twenty-four (24) months following the effective date of layoff with no further employment commitments or obligations. This entitlement is contingent upon the laid off Employee keeping the Employer current with contact information including phone number and email address.

ARTICLE 28 – DISCIPLINE AND DISCHARGE

28.1 An Employee will, have the right to request Union representation at any time when involved in a discussion with the Employer under this Article.

28.2 The Employer agrees to consider this process in the spirit of cooperation and correction, rather than in the spirit of punishment, and will endeavor to assist the Employee in improving their work file.

28.3 The Employer will only discipline or discharge for just cause. Both Parties recognize the value of progressive discipline.

28.4 Unsatisfactory conduct and/or performance by an Employee may be grounds for discipline up to and including dismissal. Unsatisfactory conduct and/or performance by an Employee, which is not considered by the Employer to be serious enough to warrant suspension or dismissal, may result in a verbal or written warning to the Employee.

28.5 Where, circumstances permit, the Employer will schedule a disciplinary discussion with the Employee by giving them reasonable advanced notice which will not be less than twenty-four (24) hours. At such discussion, an Employee may be

accompanied by a representative of the Union. Should a Union representative be unavailable, the Employer will not be prevented from taking disciplinary action.

28.6 Discipline documentation will provide the specifics of the issue(s) that gave rise to the disciplinary action and will provide direction regarding work performance expectations and timeline for improvement, as well as indicating that further discipline or dismissal may follow any similar or other infractions. A copy of the discipline documentation will be placed on the Employee's personnel file. A copy of the discipline documentation will be forwarded to the President of the Union.

28.7 An Employee who has been subjected to disciplinary action may after twelve (12) months of continuous service from the date the disciplinary measure was invoked, request in writing to have their personnel file cleared of any record of the disciplinary action. Such request will be granted provided the Employee's file does not contain a related record of disciplinary action during the twelve (12) month period. The Employer will confirm in writing to the Employee that such action has been affected.

28.8 Documentation

It is also agreed that in cases of discipline, in subsequent proceedings or arbitration hearings, evidence will be limited to the grounds stated in the investigation, written discharge or discipline notice to the Employee and the Union.

(a) If the Employee concerned wishes to respond, they may do so in writing, and such response will become part of the documentation. At the Employee's request, a copy of their response will be forwarded to the Union.

ARTICLE 29 – GRIEVANCE PROCEDURE

29.1 The purpose of this grievance procedure is to ensure the grievance is processed in an expeditious manner.

(a) The Parties agree that the time limits set forth in this Article will be mandatory unless the Parties mutually agree to extend timelines in writing exclusive of Saturday, Sunday, named holidays and non-instructional days (any day students are not scheduled to be in school).

(b) If the Employer fails to comply with the time limits the grievance may be processed to the next step. If the Union fails to comply with the time limits the grievance will be considered abandoned.

(c) At any time during this process, an Employee may be accompanied by a representative of the Union.

(d) Any time limits contained in this Article may be extended by the mutual consent, in writing, of the Parties.

29.2 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs or where the Union has a grievance, the informal discussion may be bypassed.

29.3 Termination Grievance

Where a dispute involving termination occurs, the informal discussion may be bypassed.

In the event that a dispute occurs between the Employer and the Union regarding the interpretation, application, administration or alleged violation of the Agreement the following procedure will be followed:

(a) Informal Discussion

Such grievance will first be discussed by the griever or the Union within ten (10) consecutive working days from the date of the incident giving rise to the grievance, or from the date the grievor should have been reasonably aware of the incident, whichever is later, with their supervisor, with the objective of resolving the matter informally. Where the Parties have met under this provision, the Employer or designate will communicate its response to the grievor and the Union within ten (10) working days of their meeting.

(b) Step 1

If the Union is not satisfied with the disposition of the grievance after the informal discussion or if no decision has been rendered within then (10) consecutive working days of raising the matter with their Supervisor, the Union may file a grievance in writing to the Manager or designate. Such submission will set out the name of the grievor(s), particulars regarding the nature of the grievance, the Articles of this Agreement, which is alleged to have been violated, and the remedy sought. The gievor and/or the Union will be offered the opportunity to present their concerns to the Manager of their department in a face-to-face hearing.

(c) Step 2

In the event the grievance is not resolved to the satisfaction of the Union within ten (10) consecutive working days following receipt of the Step 1 response, the Union may, by written notice, advance the grievance to the Secretary-Treasurer or designate. Such submission will set out the name of the grievor(s), particulars regarding the nature of the grievance, the Articles of this Agreement, which is alleged to have been violated and the remedy sought. The Union will be offered the opportunity to present their concerns to the Secretary-Treasurer or designate in a face-to-face hearing.

29.4 Grievance Mediation

The Employer and the Union agree to consider “Grievance Mediation” as an alternative disputes resolution process for those issues that have been or may be referred to an Arbitrator. Grievance Mediation will be entered into by mutual consent in writing and further, unless mutually agreed otherwise in writing, the results of such mediation are not binding, nor do they preclude continuing with the arbitration process. Selection of a Mediator will be completed by mutual agreement between the Employer and the Union. Each party to the grievance mediation will bear in equal proportions the expense of the Mediator.

29.5 Arbitration

(a) In the event the grievance is not resolved to the satisfaction of the Union, within ten (10) consecutive working days following receipt of the Step 2 response, the Union on behalf of the grievor may by written notice require moving to arbitration.

(i) Such notice must be given to the Secretary-Treasurer or designate within ten (10) consecutive working days after the Step 2 response.

(b) The grievance may be referred to a single Arbitrator within fifteen (15) working days as per the Alberta *Labour Relations Code*. In the event of failure to agree on the appointment of an Arbitrator, any party may request the Director of Mediation Services make the necessary appointments.

(c) The Arbitrator will hear and determine the grievance and will issue an award in writing.

(i) Such award will be final and binding upon the Parties and any Employee affected by it.

(d) The Arbitrator by their decision will not alter, amend or change the terms of this Agreement.

(e) Each party to the grievance will bear in equal proportions the expense of the Arbitrator.

ARTICLE 30 – SUBROGATION CLAUSE

30.1 Definitions (for the purposes of this Article only):

(a) Cost of Absence means the total remuneration paid by the Employer during a period when the Employee was absent from work.

(b) Interest means interest calculated in accordance with the provisions of the Alberta *Judgement Interest Act*, SA 1984, c.J-0.5, and amendments and regulations thereto.

(c) Judgment or Settlement means an order of a court of competent jurisdiction or an agreement whereby the Employee agrees to accept any sum of money representing past or future loss of remuneration, either by lump sum, periodic payment(s), or through the purchase of an annuity, or any of them.

(d) Remuneration means the salary, allowances, benefit premiums, and other monies paid to or in respect of the Employee by the Employer.

(e) Employee means an Employee in respect of whom the Employer has incurred a Cost of Absence, and includes the Employee's Personal Representative, Trustee, Guardian or the Estate of the deceased Employee.

30.2 In the event that the Employer incurs a Cost of Absence as a result of an act or omission of a third party, the Employer is subrogated to any right or recovery of the Employee from the third party in the amount of the Cost of Absence and without restricting the generality of the foregoing, the following provisions apply:

(a) The Employee will advise the Employer in advance of the Employee's intention to initiate any claim in which an act or omission of a third party has resulted in the Employer incurring a Cost of Absence;

(b) The Employee will upon request by the Employer include the Cost of Absence, as calculated by the Employer, in the Employee's claim;

(c) The Employer will have the right (but not the obligation) to maintain an action in the name of the Employee and engage a solicitor (including the Employee's solicitor) to recover the Cost of Absence;

(d) The Employee agrees to cooperate with the Employer and to provide, at the Employer's expense, all loss of income records, transcripts, loss of income reports and information with respect to the calculation or allocation of damages, and attend examinations for discovery or assist as a witness where required;

(e) The Employee will not settle their claim without the prior written consent of the Employer as to the amount of the Cost of Absence to be recovered by the Employer;

(f) Upon resolution of the amount of the Cost of Absence payable to the Employer, the Employer may, upon default of payment by the Employee following demand by the Employer offset the agreed upon amount of the Cost of Absence payable to the Employee by the Employer.

(g) The Employee will not release any third party from the Cost of Absence without the consent of the Employer; and

(h) The Employer's consent to settlement will not be unreasonably withheld.

30.3 When as a result of Judgement or Settlement with the consent of the Employer, the Employee recovers a sum equal to all of the Cost of Absence, the Employee will, as of the date of Settlement or Judgement, pay the full Cost of Absence recovered to the Employer plus interest, less a proportionate share of legal fees payable thereon by the Employee to their solicitor with respect to such recovery.

30.4 When as a result of Judgement or Settlement with the consent of the Employer, the Employee recovers a sum equal to a portion of the Cost of Absence, the Employee will as of the date of Settlement or Judgment, pay to the Employer, the amount of the Cost of Absence recovered plus interest, less a proportionate share of legal fees payable thereon by the Employee to their solicitor with respect to such recovery.

30.5 The Employee will upon request by the Employer execute such documents and agreements as may be required or deemed desirable by the Employer to give effect to the provision of this Article.

30.6 In exercising any of its rights under this Clause, the Employer will have due regard for the interests of the Employee.

30.7 When as a result of Judgment or Settlement with the consent of the Employer, the Employee recovers a sum equal to all of, or a portion of the Cost of Absence, and where the Employee has paid to the Employer the Cost of Absence (whether all or a portion), the Employer will reinstate to the Employee the number of sick days used during the absence in an amount equivalent to the proportion of the Cost of Absence recovered (whether all or a portion).

ARTICLE 31 – FULL TIME EQUIVALENCY

31.1 All salaries, allowances, terms and benefits, unless otherwise provided for in this Agreement, will be prorated for each staff member subject to this Agreement on the basis of their full-time equivalency (FTE). The FTE represents the proportion of time a Part-time Employee is regularly scheduled to work in relation to full-time service.

ARTICLE 32 – SALARY SCHEDULE REFERENCE

32.1 Salary Increments

Employees are entitled to only one salary increment per classification in each employment year.

32.2 Full-Time Employees

For School Based Employees**,** salary increment date will be as follows:

(a) If an Employee commences on or before the fifteenth (15^{th}) of the month, the salary anniversary date will be the beginning of the month.

(b) If an Employee commences on or after the sixteenth (16^{th}) of the month, the salary anniversary date will be the beginning of the following month.

32.3 Part-time Employees

(a) For School based Employees, Part-time Employees accrue twelve hundred and sixty (1260) scheduled worked hours regardless of classification to achieve a salary increment to a maximum obtained on the salary schedule the increment will be effective the following month. Limit of one adjustment per school year.

(b) Part-time Employees will receive their General Holiday and Vacation Pay on each paycheque.

32.4 Movement from Full to Part-Time

If a Full-time Employee transfers to part-time status, the hours accrued to the commencement date of the part-time position will be used toward the hours required for salary increment purposes.

32.5 Movement from Part-Time to Full-Time

If a Part-time Employee transfers to full-time status, the hours accrued to the commencement date of the part-time position will be used toward the hours required for salary increment purposes and an anniversary date will be established.

32.6 Casual Employees

When an Employee retires and becomes a casual/sub, they will be paid at the step of the salary grid that they were paid at the time of retirement or resignation for the position in which they are subbing (working casually).

SCHEDULE 1

Educational Assistants, Office Managers, Information Specialist, School Based Technicians

Hourly Effective September 1, 2024 - Increase of 3%

		1	2	3	4	5
1	Educational Assistants	21.34	22.69	24.04	25.47	26.77
2	Information Specialists	21.54	22.89	24.30	25.63	27.06
3	Office Managers	24.62	25.99	27.36	28.03	28.81

Hourly Effective September 1, 2025 – Increase of 3% or $1.25 whichever is greater.

		1	2	3	4	5
1	Educational Assistants	22.59	23.94	25.29	26.72	28.02
2	Information Specialists	22.79	24.14	25.55	26.88	28.31
3	Office Managers	25.87	27.24	28.61	29.28	30.06

Hourly Effective September 1, 2026 – Increase of 3%.

		1	2	3	4	5
1	Educational Assistants	23.27	24.66	26.05	27.52	28.86
2	Information Specialists	23.47	24.86	26.32	27.68	29.15
3	Office Managers	26.65	28.05	29.47	30.16	30.96

Hourly Effective September 1, 2027 – Increase of 3% or $1.25 whichever is greater.

		1	2	3	4	5
1	Educational Assistants	24.52	25.91	27.30	28.77	30.11
2	Information Specialists	24.72	26.11	27.57	28.93	30.40
3	Office Managers	27.90	29.30	30.72	31.41	32.21

When there is no certified teacher at a colony school for greater than five (5) hours in a school day, the Educational Assistant will be paid $20.00 in addition to their regular wages. Effective the first day of the month following ratification.

Education Recognition Increments:

The Employer wishes to provide opportunity for education enhancements for all Employees under Schedule 1.

Recognized program of studies must have prior approval by the Employer.

Increments may be earned for relevant education completed by the Employee as follows:

Educational Assistants:

$1100.00 education increment for EA positions upon successful completion of a recognized program of studies that supports the EA role, such program to have a minimum of 234 hours of course work (i.e. University of Calgary Teacher Assistant Certificate Program). $550 Education increment upon successful completion of one half of the program of studies being completed by the staff member.

Information Specialist

$1100.00 education increment for Library staff positions upon successful completion of a recognized program of studies that supports the Librarian role, such program to have a minimum of 192 hours of course work (i.e. SAIT Library Operations Assistant program). $550.00 Education increment will be granted following successful completion of one half of the program of studies being completed by the staff member.

Office Managers

$1100.00 Education increment for office staff positions upon successful completion of a recognized program of studies that supports the business administration role of office personnel, such program to have a minimum of 600 hours of course work (i.e. SAIT Business Administration Certificate Program). $550.00 Education increment will be granted following successful completion of one half of the program of studies being completed by the staff member.

Staff members are reminded that it is their responsibility to provide information that substantiates they have completed the program prior to receiving the education increment.

The examination of equivalencies will be conducted by the office of the Secretary-Treasurer with such examination reviewing the program of studies of the program that is claimed to be equivalent. The staff member requesting recognition of the equivalency is responsible for providing the detailed information required to make this determination, such detail to include but not be limited to detailed course descriptions and the number of hours required to complete the program.

SCHEDULE 2 – Maintenance Operations

(1) Maintenance Repairman I
(2) Maintenance Repairman II
(3) Maintenance Repairman III
(4) Maintenance Repairman IV with Painter certification or Carpenter uncertified
(5) Maintenance Repairman V with Carpenter or Plumbing certification
(6) Maintenance Repairman VI with Plumbing and Gas certification
(7) Maintenance Repairman VII with Electrical certification

Hourly Effective September 1, 2024 - Increase of 3%

		1	2	3	4	5
1	Maint Repairman I	26.01	26.67	27.33	28.08	28.66
2	Maint Repairman II	28.66	29.11	29.55	30.00	30.44
3	Maint Repairman III	32.21	33.12	33.99	34.88	35.77
4	Maint Repairman IV	35.77	36.42	37.09	37.76	38.42
5	Maint Repairman V	38.42	39.09	39.76	40.42	41.09
6	Maint Repairman VI	39.01	39.59	40.16	40.74	41.32
7	Maint Repairman VII	39.59	40.16	40.74	41.32	41.91

Hourly Effective September 1, 2025 – Increase of 3% or $1.25 whichever is greater.

		1	2	3	4	5
1	Maint Repairman I	27.26	27.92	28.58	29.33	29.91
2	Maint Repairman II	29.91	30.36	30.80	31.25	31.69
3	Maint Repairman III	33.46	34.37	35.24	36.13	37.02
4	Maint Repairman IV	37.02	37.67	38.34	39.01	39.67
5	Maint Repairman V	39.67	40.34	41.01	41.67	42.34
6	Maint Repairman VI	40.26	40.84	41.41	41.99	42.57
7	Maint Repairman VII	40.84	41.41	41.99	42.57	43.16

Hourly Effective September 1, 2026 – Increase of 3%.

		1	2	3	4	5
1	Maint Repairman I	28.08	28.76	29.44	30.21	30.81
2	Maint Repairman II	30.81	31.27	31.73	32.19	32.64
3	Maint Repairman III	34.46	35.40	36.30	37.21	38.13
4	Maint Repairman IV	38.13	38.80	39.49	40.18	40.86
5	Maint Repairman V	40.86	41.55	42.24	42.93	43.61
6	Maint Repairman VI	41.46	42.06	42.65	43.25	43.85
7	Maint Repairman VII	42.06	42.65	43.25	43.85	44.45

Hourly Effective September 1, 2027 – Increase of 3% or $1.25 whichever is greater.

		1	2	3	4	5
1	Maint Repairman I	29.33	30.01	30.69	31.46	32.06
2	Maint Repairman II	32.06	32.52	32.98	33.44	33.89
3	Maint Repairman III	35.71	36.65	37.55	38.46	39.38
4	Maint Repairman IV	39.38	40.05	40.74	41.43	42.11
5	Maint Repairman V	42.11	42.80	43.51	44.21	44.92
6	Maint Repairman VI	42.71	43.33	43.93	44.55	45.17
7	Maint Repairman VII	43.33	43.93	44.55	45.17	45.78

Shop Lead Hand:

The Employer may designate one or more individuals as a “shop lead hand”. When such a position is designated, the individual that is appointed to that role will receive an allowance in addition to their regular salary in the amount of $1.23 per hour.

Apprenticeship:

Apprenticeship wages will be paid at the rates agreed to in the government apprenticeship contract, plus 5% from the first-year experience line of the journeyman rate.

Additional Journeyman Recognition Increments:

Subject to the approval of the Employer, tradespersons holding multiple journeyman certificates which are used in regular duties will be paid as follows:

Successful completion of 1st year apprenticeship	$0.19 per hour
Successful completion of 2nd year apprenticeship	$0.38 per hour
Successful completion of 3rd year apprenticeship	$0.58 per hour
Successful completion of 4th year apprenticeship	$0.77 per hour

For each additional certificate held, the additional Journeyman Increment Recognition is to be paid only on regular hours of work and not overtime.

Training in a complementary trade must be received through a registered apprenticeship program.

SCHEDULE 3 – Transportation Operations

Hourly Effective September 1, 2024 – Increase of 3%

		1	2	3	4	5
1	Bus Fleet Maintenance Tech	38.67	39.35	40.01	40.68	41.35
2	Lead Bus Fleet Maintenance Tech	40.46	41.12	41.79	42.47	43.13

Hourly Effective September 1, 2025 – Increase of 3% or $1.25 whichever is greater

		1	2	3	4	5
1	Bus Fleet Maintenance Tech	39.92	40.60	41.26	41.93	42.60
2	Lead Bus Fleet Maintenance Tech	41.71	42.37	43.04	43.74	44.43

Hourly Effective September 1, 2026 – Increase of 3%

		1	2	3	4	5
1	Bus Fleet Maintenance Tech	41.12	41.81	42.50	43.19	43.87
2	Lead Bus Fleet Maintenance Tech	42.96	43.64	44.33	45.05	45.76

Hourly Effective September 1, 2027 – Increase of 3% or $1.25 whichever is greater

		1	2	3	4	5
1	Bus Fleet Maintenance Tech	42.37	43.07	43.77	44.48	45.19
2	Lead Bus Fleet Maintenance Tech	44.25	44.95	45.66	46.41	47.13

Apprenticeship:

Apprenticeship wages will be paid at the rates agreed to in the government apprenticeship contract, plus 5% from the first year experience line of the journeyman rate.

Additional Journeyman Recognition Increments

Subject to the approval of the Employer, tradespersons holding multiple journeyman certificates which re used in regular duties will be paid as follows:

Successful completion of 1st year apprenticeship	$0.19 per hour
Successful completion of 2nd year apprenticeship	$0.38 per hour
Successful completion of 3rd year apprenticeship	$0.58 per hour
Successful completion of 4th year apprenticeship	$0.77 per hour

For each additional certificate held, the Additional Journeyman Increment Recognition is to be paid only on regular hours of work and not overtime.

Training in a complementary trade must be received through a registered apprenticeship program.

IN WITNESS WHEREOF the Parties have executed this Agreement dated: Jan 19, 2026.

ON BEHALF OFTHE EMPLOYER
(Peace River School Division)

Lacey Buchinski (Dec 15, 2025 12:42:53 MST)

Lacey Buchinski, Board Chair

David Rushton
David Rushton (Dec 15, 2025 12:44:43 MST)

David Rushton, Trustee

Rhonda Freeman (Dec 19, 2025 10:35:33 MST)

Rhonda Freeman, Secretary-Treasurer

ON BEHALF OF THE UNION
(CUPE Local 4838 Support Staff)

Alana Kennedy (Jan 19, 2026 16:57:24 MST)

Alana Kennedy, President

Kristin Duncan
Kristin Duncan (Jan 19, 2026 14:32:56 MST)

Kristin Duncan, Vice-President

Tina Robinson (Jan 19, 2026 11:46:58 MST)

Tina Robinson, Bargaining Committee Member

LETTER OF UNDERSTANDING #1

between

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4839

and

PEACE RIVER SCHOOL DIVISION

Re: Flex Time and Modified Work Week Agreement

The Parties agree to renew this letter of understanding with the changes identified below:

1. Notwithstanding Article 12 – Overtime and Time Off in Lieu, of the Local 4839 Support Staff Agreement additional hours worked over eight (8) hours per day or forty (40) hours per week may be used for flex time or a modified work schedule.

2. This must be mutually agreed upon by both the Employee and Supervisor. Where an agreement cannot be reached the Employee's work schedule defaults to the regular work week.

3. Additional hours worked to qualify for flex time or a modified work week agreement are not subject to the one point five (1.5) times calculation and will be used up as straight lieu time or may be paid out. Arrangements for use of the accrued additional hours either on a determined date or on a regularly scheduled time-off during the work week must be agreed upon by both the Employee and Supervisor.

4. If the additional hours worked to qualify for flex time or a modified work schedule are paid out, the additional hours will be paid out at the rate accrued. All accrued additional hours unused as of September 1 of every school year will be paid out

5. At the time additional hours are approved, the Employee and Employer must agree if the additional hours are to accrue at the overtime rate of one point five (1.5) or as straight lieu time (to be used as flex time or a modified work week). Employee's timesheets (signed by both Supervisor and Employee) will specify which hours worked are accruing at the overtime rate and which are straight time. Where it is indicated on the timesheets that additional hours worked are accrued at one point five (1.5) times as outlined under Article 12 – Overtime and Time Off in Lieu, the indicated additional hours are subject to the qualifications and provisions under Article 12 – Overtime and Time Off in Lieu.

6. Letter of Understanding terminates on last day of the Collective Agreement to which this Letter of Understanding is attached.

LETTER OF UNDERSTANDING #1 - Re: Flex Time and Modified Work Week Agreement

ON BEHALF OFTHE EMPLOYER
(Peace River School Division)

Lacey Buchinski (Dec 15, 2025 12:42:53 MST)

Lacey Buchinski, Board Chair

David Rushton
David Rushton (Dec 15, 2025 12:44:43 MST)

David Rushton, Trustee

Rhonda Freeman (Dec 19, 2025 10:35:33 MST)

Rhonda Freeman, Secretary-Treasurer

Dated: Dec 19, 2025

ON BEHALF OF THE UNION
(CUPE Local 4838 Support Staff)

Alana Kennedy (Jan 19, 2026 16:57:24 MST)

Alana Kennedy, President

Kristin Duncan
Kristin Duncan (Jan 19, 2026 14:32:56 MST)

Kristin Duncan, Vice-President

Tina Robinson (Jan 19, 2026 11:46:58 MST)

Tina Robinson, Member

Dated: Jan 19, 2026

LETTER OF UNDERSTANDING # 2

between

THE CANADIAN UNION OF PUBLIC EMPLOYEES

and

PEACE RIVER SCHOOL DIVISION

Re: Joint Workplace Health and Safety Committee

The Parties agree that:

The Employer, Employees and the Union have a moral and legal responsibility to maintain a safe and healthy work site.

During the first year of this Agreement

- The Board will establish Division Based and Organization wide Occupational Health and Safety Committee
- The Committee will be structured to promote awareness and interest within the Division in health and safety
- The Committee will be comprised of both Management and Employee representation from CUPE and other unions
- Terms of Reference will be established by the committee

ON BEHALF OFTHE EMPLOYER
(Peace River School Division)

Lacey Buchinski (Dec 15, 2025 12:42:53 MST)
Lacey Buchinski, Board Chair

David Rushton (Dec 15, 2025 12:44:43 MST)
David Rushton, Trustee

Rhonda Freeman (Dec 19, 2025 10:35:33 MST)
Rhonda Freeman, Secretary-Treasurer

Date: Dec 19, 2025

ON BEHALF OF THE UNION
(CUPE Local 4838 Support Staff)

Alana Kennedy (Jan 19, 2026 16:57:24 MST)
Alana Kennedy, President

Kristin Duncan (Jan 19, 2026 14:32:56 MST)
Kristin Duncan, Vice-President

Tina Robinson (Jan 19, 2026 11:46:58 MST)
Tina Robinson, Member

Date: Jan 19, 2026

LETTER OF INTENT

between

THE CANADIAN UNION OF PUBLIC EMPLOYEES

and

PEACE RIVER SCHOOL DIVISION

Re: Personal Harassment, Violence in the Workplace and Safety

The Parties agree that these issues ae essential components of a safe and caring workplace. The Division maintains policies and administrative procedures to support these goals.

They are:

Policy 19 – Welcoming, Caring, Respectful and Safe Learning Environment.
Policy 20 – Anti-Racism
AP 170 – Harassment and Discrimination
AP 171 – Prevention of Workplace Violence

This letter expires August 31, 2028.

ON BEHALF OFTHE EMPLOYER
(Peace River School Division)

Lacey Buchinski (Dec 15, 2025 12:42:53 MST)
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