

COLLECTIVE AGREEMENT

between

**THE BOARD OF TRUSTEES
ST. ALBERT PUBLIC SCHOOL DIVISION**



St. Albert
PUBLIC SCHOOLS

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1099**

CUPE / *Canadian Union
of Public Employees*

September 1, 2019 – August 31, 2022



Contents

PURPOSE	3
ARTICLE 1 UNION RECOGNITION	3
ARTICLE 2 DEFINITIONS.....	3
ARTICLE 3 GRIEVANCES	4
ARTICLE 4 MANAGEMENT.....	7
ARTICLE 5 Respect in the workplace.....	7
ARTICLE 6 UNION MEMBERSHIP AND DUES.....	8
ARTICLE 7 ENTITLEMENTS.....	9
ARTICLE 8 PROBATIONARY PERIOD	10
ARTICLE 9 SENIORITY.....	10
ARTICLE 10 APPOINTMENTS, POSTINGS, PROMOTIONS AND TRANSFERS	11
ARTICLE 11 JOB CLASSIFICATION AND RECLASSIFICATION.....	12
ARTICLE 12 LAYOFF/RECALL.....	13
ARTICLE 13 RE-ENGAGEMENT OF FORMER EMPLOYEES.....	13
ARTICLE 14 HOURS OF WORK	13
ARTICLE 15 PAY PERIODS	15
ARTICLE 16 ANNUAL VACATION	15
ARTICLE 17 LEAVE OF ABSENCE	17
ARTICLE 18 STATUTORY HOLIDAYS	19
ARTICLE 19 SICKNESS	19
ARTICLE 20 OVERTIME	21
ARTICLE 21 PAY GRADES AND WORK CLASSIFICATIONS	22
ARTICLE 22 LOCAL AUTHORITIES PENSION PLAN, ALBERTA SCHOOL EMPLOYEE BENEFIT PLAN AND ALBERTA HEALTH CARE PLAN	22
ARTICLE 23 WORKERS' COMPENSATION	23
ARTICLE 24 HEALTH AND SAFETY.....	23
ARTICLE 25 EMPLOYMENT INSURANCE PREMIUM REDUCTION	24
APPENDIX A WAGE SCHEDULE.....	26
LETTER OF UNDERSTANDING # 1 – NO REDUCTION IN WORK DAYS	29
LETTER OF UNDERSTANDING #2 – PROFESSIONAL DEVELOPMENT.....	30
LETTER OF UNDERSTANDING #3 – BI-WEEKLY PAY PERIOD	31
LETTER OF UNDERSTANDING #4 – CLASSIFICATION REVIEW	32

THIS AGREEMENT is made and entered into this 6 day of December 2019.

BETWEEN: The St. Albert Public School Division
(hereinafter called "the Board")

OF THE FIRST PART

AND: The Canadian Union of Public Employees, Local 1099
(hereinafter called "the Union").

OF THE SECOND PART

PURPOSE

The parties hereto have bargained collectively and have come to an Agreement in respect to wages, hours of work and other conditions as set forth herein. The Board and the Union agree as follows:

ARTICLE 1 UNION RECOGNITION

1.1 The Board recognizes the Union as the collective bargaining agency on behalf of all Employees, excluding all certified teaching personnel, the Superintendent of Schools, the Deputy Superintendent, the Associate Superintendent Finance, the Executive Assistant to the Superintendent/Board Secretary, the Manager of Human Resources, the Executive Assistant to the Deputy Superintendent, the Executive Assistant to the Associate Superintendent of Finance, the Associate Superintendent, Human Resources, the Executive Assistant to the Associate Superintendent, Human Resources the Manager of Communications, the Manager of Information Systems, the Manager of Facilities Services, the Manager of Transportation Services, the Supervisor of Facilities Services, and those employed in a confidential capacity in matters relating to labour relations.

ARTICLE 2 DEFINITIONS

- 2.1 "Regular Full-Time Employee" means an Employee who works the full specified hours as outlined in Article 14 – Hours of Work.
- 2.2 "Regular Part-Time Employee" means an Employee whose normal regular working schedule consists of less hours than a Regular Full-Time Employee.
- 2.3 "Temporary Employee" means an Employee who is either:
- a) one who is hired for a period of more than three (3) months and less than twelve (12) months for a new position not of a regular nature; or

- b) one who is hired as sick relief or to replace an Employee who is on a leave of absence for a period of more than three (3) months and less than twenty-four (24) months.
- 2.4 "Casual Employee" means an Employee who is hired for a period of three (3) months or less.
- 2.5 "Regular ten (10) month Employee" means an Employee who is hired to provide services normally offered during the ten (10) months of the school year.
- 2.6 "Regular twelve (12) month Employee" means an Employee who is hired to provide services on a twelve (12) month continuous basis.
- 2.7 "Lunch Room Supervisors" shall be one who provides service only for the lunch time period.
- 2.8 "Probationary Period" – All new Employees shall serve a continuous six (6) month probationary period, exclusive of sick days or any leaves of absence.
- 2.9 "School Year" means the first day of school year to the day prior to the first day of the next school year, inclusive.
- 2.10 "Vacation Year" shall mean the period from September of one calendar year to August of the next calendar year.
- 2.11 "Seniority" shall mean hours accrued in the continuous employment with the Employer.
- 2.12 "Day", unless otherwise specified in this agreement shall mean Monday through Sunday.
- 2.13 "Work Week" unless otherwise specified in this agreement shall mean Monday through Friday.
- 2.14 The terms and conditions of this collective agreement, where applicable, shall apply to part-time Employees on a pro-rata basis, unless otherwise specified.
- 2.15 "Gender Neutral" This collective agreement shall contain gender neutral language in place of male and female.
- 2.16 Leave Entitlements Notwithstanding, any Employees who commences employment other than at the start of the school year, shall have their leave entitlements pro-rated for the balance of the year in which they commence, on the basis of their length of service in that school year.

ARTICLE 3 GRIEVANCES

- 3.1 If any differences concerning the interpretation, application, operation or any alleged violation of the Agreement arises between the Employer and its Employees, the alleged violation shall be dealt with as follows:
 - 3.1.1 **Informal Discussion**
The affected Employee and their immediate Principal/designate or Supervisor may meet, prior to clause 3.1.2 of the grievance procedure, to discuss the matter with the

intention of reaching resolution. No Employee covered by this Agreement shall be required or permitted to make any written or oral agreement with the Employer or its representative which may conflict with the terms of the Agreement.

3.1.2 An Employee who has a grievance may, together with a Union representative, present it to their immediate Principal/designate or Supervisor in writing within thirty (30) working days of the occurrence of any alleged violation of the Agreement, or when the Union should have reasonable knowledge of the occurrence. Such grievance shall set out all particulars of the grievance and the redress sought. The supervisor shall provide a written reply to the Union and the Employee within five (5) working days.

3.1.3 In the event that the matter is not satisfactorily resolved by the Principal/designate or Supervisor, the Union may submit to the Superintendent/designate as soon as possible, and in any case, not later than seven (7) working days after the answer in writing of the supervisor, particulars of the grievance and the redress sought.

3.1.4 The Superintendent/designate will meet with the Union within seven (7) working days of the submission at which time the Union may make representation on behalf of the Employee. The written decision of the Superintendent/designate will be sent to the Union and the Employee within seven (7) working days after the hearing.

3.1.5 **Mediation**

In the event that the matter is not satisfactorily resolved by the Superintendent or designate either party may submit the matter to Mediation. The parties mutually agree to non-binding mediation.

3.1.5.1 After receipt of the decision of the Superintendent or designate, within ten (10) working days, either party may request that a Mediator be appointed to meet with the parties, investigate and define the issues in dispute and facilitate a resolution.

3.1.5.2 The Mediator may be appointed by mutual agreement between the parties. In the event of failure to appoint a Mediator, either party may request the Labour Relations Board Mediation Services to make the necessary appointment.

3.1.5.3 The expenses of the Mediator shall be equally borne by both parties.

3.1.5.4 The grievance may be resolved by mutual agreement between the parties. Within ten (10) working days of first meeting the parties, having considered the issue(s) in dispute and the terms of the collective agreement, the Mediator shall issue a report including non-binding recommendations.

3.1.6 Failing satisfactory settlement, either party, within ten (10) working days of receiving the Mediator's report, may request the matter proceed to Arbitration.

3.1.6.1 In the absence of Mediation the matter may proceed to Arbitration.

3.1.7 Arbitration

The grievance Arbitration Board shall consist of three (3) members. The Employer and the Union will each appoint one (1) member to the Arbitration Board and so advise the other party in writing of the name and address of their appointee within thirty (30) days of the decision of the Mediator, or in absence of mediation, the reply of the Superintendent/designate in Clause 3.1.4. The third member of the Arbitration Board shall be the chairman who shall be selected and appointed jointly by the two Arbitration Board members appointed by the Employer and the Union. In the event of failure to appoint a chairman, either party may request the Minister of the Department of Labour to make the necessary appointment.

3.1.7.1 The parties may agree on a single Arbitrator.

3.1.8 The grievance Arbitration Board shall have no power to add to, subtract from, or modify any of the terms of this Agreement.

3.1.9 The grievance Arbitration Board shall determine its own procedure but shall give full opportunity to all parties to present evidence and to be heard.

3.1.10 The findings and decisions of a majority of the grievance Arbitration Board is the award of the Arbitration Board which shall be final and binding upon the parties and upon any Employee affected by it. In the event of no majority, the decision of the chairman governs and it shall be deemed to be the award of the Arbitration Board.

3.1.11 The Employer and the Union shall bear the expense of its respective appointee to the grievance Arbitration Board, and both parties shall bear equally the expense of the chairman.

3.1.12 All of the grievance procedure time limits shall be exclusive of Saturdays, Sundays and statutory holidays. Any of the time limits may be extended at any stage upon written consent of the Employer and the Union.

3.1.13 Where a dispute involving a question of general application or interpretation occurs, or where a group of Employees or the Union has a grievance, Clauses 3.1.1 through 3.1.3 of this Agreement may be by-passed.

3.1.14 Failure of the Union to adhere to any of the procedural time limits shall result in the termination of the grievance. Failure of the Employer to adhere to any of the procedural time limits shall permit the Union to advance the grievance to the next step in the procedure.

- 3.1.15 Where a grievance arises as a result of a suspension or dismissal of employment, the grievance may be commenced in writing at Clause 3.1.2 within thirty (30) days of when the Union first became aware of the suspension or dismissal.

ARTICLE 4 MANAGEMENT

- 4.1 The Board agrees that no Employees can be dismissed or disciplined without just cause except as otherwise provided in this collective agreement.
- 4.2 The Union recognizes that it is the right and function of the Board to manage the affairs of the School Division including its operation and the direction of the working forces.
- 4.3 The Board also has the right to make and alter from time to time rules and regulations which are to be observed by the Employees. Such rules and regulations shall not be inconsistent with this Agreement.

ARTICLE 5 RESPECT IN THE WORKPLACE

5.1 No Discrimination

Both the Employer and the Union agree that there shall be no discrimination, interference, restraint or coercion against any Employee because of race, colour, creed, nationality, sexual orientation, gender, political affiliation, or membership or non-membership in the Union. The work environment must be free of harassment. Employees who wish to make a complaint are required to use the process outlined in the St. Albert School Board Policy and Administrative Procedures.

5.2 Contracting Out

No permanent Employees shall lose their employment, suffer a reduction in wages or normal hours of work, as a result of contracting out during the term of this agreement.

5.3 Union Access

Union activity may take place within the Employer's premises with approval of the Superintendent or designate. At no time shall any Union activity interfere with the programs and services of the Employer.

5.4 Strike or Lockout

There shall be no strike, slow-down or lockout during the life of this Agreement.

5.5 Bulletin Board

The Employer shall provide bulletin board space dedicated solely for CUPE use which shall be placed so that all Employees have access to and are for the sole purpose of posting information related to Union activities. Anything offensive, in the opinion of the Employer shall be removed.

5.6 Employee/Union Rights

An Employee or group of Employees have the right upon request, to have a shop steward or Union officer present at any discussions with supervisory personnel that may have a significant impact on the current collective agreement or working conditions of the Employees. Such attendance shall be at the expense of the Union. This clause shall not prevent the meeting from occurring if a Union representative is not available. However, in the case of a disciplinary meeting, the Employee shall be informed of their right to Union representation and shall be given at least four (4) hours' notice to arrange for Union representation unless immediate disciplinary action is required.

5.7 Labour Management Committee

During the term of this collective agreement, the Labour Management Committee consisting of up to three (3) representatives of the Employer and up to two (2) representatives of the Local Union and the CUPE National Representative agree that Labour Management meetings will be held on a regular basis at least two (2) times a year. In the event that there is no agenda proposed by either party the meeting may be cancelled.

No Employee covered by this Agreement shall be required or permitted to make any written or oral agreement with the Employer or its representative which may conflict with the terms of the Agreement.

5.8 Personnel Files

Employees have the right to access their own personnel file with a minimum of two (2) working days' notice to the Human Resources Department and have the right to respond, in writing, to anything contained therein. The written response to be included in the Employee's file. After twenty four (24) months, an Employee may request removal of disciplinary reports provided that there have been no further reports issued or disciplinary actions taken within the twenty four (24) month period.

5.9 Overpayment or Underpayment

Where the Employer determines an Employee has been overpaid or the Employee has been underpaid, the Employer has a right to recover the overpayment and the obligation to repay an Employee no further back than one year. The Employer shall consult with the Employee to determine an agreeable schedule for repayment. The Employer will endeavor to identify a schedule for repayment which would avoid creating an undue hardship for the Employee.

ARTICLE 6 UNION MEMBERSHIP AND DUES

- 6.1 Any Employee has the right to decide to join or not to join the Union. However, should an Employee decide to become a member of the Union, then as a condition of employment, the Employee must maintain their membership in the Union.
- 6.2 The Board shall deduct from each Employee's salary an amount equal to the Union dues, as the Union may establish, and remit same to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month.

6.2.1 The Union agrees any Employee hired under special government funded programs shall be exempt from paying union dues.

6.3 Union dues shall be forwarded by direct deposit to the Union's financial institution. An electronic list of names of those Employees from whose wages Union due deductions have been made will be forwarded to the Union Treasurer and President at the same time. This list will include Employee name, FTE, wages and dues. At least twice per year the list of names shall include home addresses of the Employees.

ARTICLE 7 ENTITLEMENTS

7.1 Regular Full-Time Employees

Regular Full-Time Employees are entitled to all benefits of this Agreement unless specifically excluded due to statutory and carrier limitations.

7.2 Regular Part-Time Employees

Regular Part-Time Employees are entitled to all benefits of this Agreement subject to statutory and carrier limitations and except where specifically expressed in this collective agreement.

7.3 Temporary Employees

Temporary Employees shall be entitled to the provisions of this collective agreement except where specified expressed in this collective agreement.

7.3.1 The rate of pay shall be that which applies to the position being filled. Should the position be extended beyond twelve (12) months in the case of a new position, or twenty-four (24) months in the case of sick relief or leave of absence, the position shall become permanent and the job shall be posted.

7.3.2 If a temporary position arises as the result of sick relief or leave of absence, the temporary Employee will be deemed to be terminated with no recourse upon the return of the incumbent.

7.4 Casual Employees

Casual Employees shall receive only those benefits provided by law and the wages stated herein and shall be subject to same day termination. If an Employee is hired to fill a casual position that extends beyond the three (3) months period, it shall become a temporary position and the rate of pay shall be that which applies to the position being filled. This rate of pay will be applicable from the starting date of the position.

7.5 Lunch Room Supervisors

Lunch Room Supervisors shall receive only those benefits required by law and the wage rate specified herein and shall be subject to same day termination. If an Employee other than Lunch Room Supervisor is required to do supervision the Employee shall be paid at their classified rate of pay or the Lunch Room Supervisor rate of pay, whichever is greater.

ARTICLE 8 PROBATIONARY PERIOD

- 8.1 All new Employees shall serve a probationary period of six (6) months continuous service, excluding sick days and leaves of absence or other leaves. Employees may have their probationary periods extended up to an additional three (3) months at the option of the Employer. Further extension shall be discussed with the Union. The Union shall be notified of such an extension.

During the probationary period, Employees shall be entitled to all rights and benefits of this Agreement, except with respect to discharge. The employment of such Employees may be terminated at any time during the probationary period, without recourse to the Grievance Procedure, unless the Union claims discrimination as the basis for termination.

8.2 Temporary Employee

Will be required to serve a six month probationary period during which time the Employee can be dismissed without just cause.

8.3 Casual or Regular Part-time Employee

In the event that a casual or part-time Employee obtains a regular full-time position, service as a casual or part-time Employee during the preceding twenty-four (24) months will accumulate toward completion of the probationary period (to a maximum credit of three (3) months), provided that the regular position is in the same section in which the casual or part-time Employee was engaged.

An Employee, during the probationary period, shall receive a written interim evaluation of their performance upon completion of three (3) and six (6) months of employment.

An Employee whose probationary period is interrupted by the months of July and August shall continue their probationary period in the following September, subject to the Layoff and Recall Article.

ARTICLE 9 SENIORITY

- 9.1 Seniority is defined as the continuous length of service, in hours, of regular and regular part-time and temporary Employees in the bargaining unit and shall be used in determining preference or priority for layoffs and recall.

After completion of the probationary period for a regular or regular part-time or temporary Employee, seniority shall include all hours from the original date of employment including hours accrued in a temporary position.

- 9.2 The Employer shall maintain one seniority list, showing the date upon which each Employee's service commenced and hours accrued. Up-to-date seniority lists shall be sent to the Union in May and October of each year and upon request; however, not more frequently than at three (3) month intervals. Seniority shall operate on a division wide basis. The list can be provided in electronic form.

- 9.3 Any leave of absence of more than thirty (30) days shall not be counted toward the accumulation of the seniority of any Employee, with the exception of any absence compensable by the Workers' Compensation Board and/or sick leave in which case such absence up to one (1) year shall count toward the accumulation of seniority.
- 9.4 Retention of Seniority Rights - The Christmas, Spring and Summer Recesses will not affect the seniority or continuity of an Employee's employment.
- 9.5 In the event that the Board shall merge, amalgamate or combine any of its operations or functions with another Board, the Board agrees to negotiate the melding of seniority rights for all Employees of the new Board.
- 9.6 Notwithstanding clause 9.3, an Employee shall not lose seniority rights if absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer.

An Employee shall only lose their seniority in the event of:

- 9.6.1 being discharged for just cause and is not reinstated.
- 9.6.2 a resignation in writing.
- 9.6.3 being absent from work in excess of five (5) working days without sufficient cause.
- 9.6.4 failing to return to work within three (3) working days following a layoff, after being so notified by registered mail or by letter delivered by courier, with the exception of illness or for reasons consistent with clause 15 of this Agreement.
- 9.6.5 being laid off for a period longer than one (1) year.

ARTICLE 10 APPOINTMENTS, POSTINGS, PROMOTIONS AND TRANSFERS

- 10.1 When a new permanent position is created or a vacancy occurs in a permanent position, the Employer shall notify the Union and Employees both electronically and in writing and post notice of the position on all bulletin boards for five (5) working days, so that all Employees will be aware of the vacancy or new position and be able to make written or electronic application for the position.
 - 10.1.1 Such notice shall contain the following information: Nature of position, required knowledge and education, ability and skills, shift, and wage and salary rate and range.
- 10.2 Both parties recognize the principle that job opportunity should increase in proportion to seniority.

Seniority, where qualifications, required knowledge, education, experience, skills and ability are relatively equal, shall be used in determining preference or priority for promotion and transfer.

10.3 Notwithstanding 10.1 and 10.2 positions designated by the Employer as return-to-work positions may be filled by the Employer with Employees needing modified duty upon return to work. In such cases, the Employer will not be required to post the positions and seniority provisions will be waived.

10.4 Appointments

Appointments from within the bargaining unit shall be made within three (3) weeks of posting; notwithstanding the foregoing, in the event that none of the applicants are suitable, the Employer may make the appointment from any source.

10.5 Promotion and Transfers – Trial Period

If an Employee is promoted or transferred to a position covered by the Union's Certificate, then the promoted or transferred Employee shall be considered to be on a trial period of three (3) months in their new position. The trial period may be extended another three (3) months if necessary. The Union will be notified before an extension is implemented giving the reasons therefore. Should this Employee be unsatisfactory in their new position, the Employee will be assigned to an alternate or similar position, at the same classification and at the same number of hours the Employee held prior to accepting the new assignment.

10.5.1 Should the Employee request a transfer back to their previous position during the trial period for personal reasons, the request may be approved provided that the original position is vacant. In the event the position is not vacant, the Employee may be transferred to a similar or alternate position.

10.6 Within five (5) working days of the date of appointment to a vacant position, applicants who received an interview, but were not appointed the position, shall be advised of this decision.

10.7 Union Notification

The Union shall be informed of appointments, transfers, retirements, resignations and terminations, commencement of leaves of absence and returns from leaves of absence on a monthly basis.

ARTICLE 11 JOB CLASSIFICATION AND RECLASSIFICATION

11.1 It is agreed that the Employer may institute new classifications and that the wages for these classifications shall be subject to negotiations between the Employer and the Union. If the parties cannot agree, then the Employer shall establish a wage rate and the Union may submit the matter directly to arbitration through the Grievance Procedure in Article 3. The positions shall be advertised in accordance with the procedures set forth in this Agreement.

11.2 The Employer agrees to maintain classification specifications for all Employees for which the Union is the bargaining agent. The Employer shall provide copies of newly created classification specifications to the Union when applicable. Upon request by an Employee, but not more than once per year, the Employer shall supply a classification specification to the Employee.

ARTICLE 12 LAYOFF/RECALL

- 12.1 Both parties recognize that job security should increase in proportion to the length of seniority. Therefore, in the event of a layoff, Employees shall be laid off in the reverse order of their seniority, providing the remaining Employees are qualified to do the work. Laid off Employees shall be recalled in the order of their seniority in the event of any vacant positions, providing the Employee is qualified to do the work and has left a forwarding address with the Division Office. No new Employees will be hired until those laid off have been given an opportunity of re-employment. The Employer will notify the Union of all Employees on the recall list no later than June 20th of each school year or whenever possible.
- 12.2 Notification of Layoff - The Employer shall notify Employees, other than casual Employees, who are to be laid off, ten (10) working days for regular Employees and five (5) working days for probationary Employees before the layoff is to be effective. Such notice shall be in writing. The Employer may make payment in lieu of notice.
- 12.3 Continuation of Benefits - In the event of a layoff, Employees so affected will be given the right to continue benefit plans through direct payments by the Employee for a period not exceeding six (6) months subject to the requirements of the plans. This clause shall be noted on all layoff notices received by Employees of the Employer.
- 12.4 If an Employee is brought back on staff following a layoff not exceeding sixty (60) working days, their accumulated sick leave benefits will be reinstated. Notwithstanding the above, the Employer in its discretion may authorize the reinstatement of an Employee's accumulated sick leave following a longer period of layoff.
- 12.5 The accrual of seniority and sick leave shall not be affected by a layoff of thirty (30) days or less.

ARTICLE 13 RE-ENGAGEMENT OF FORMER EMPLOYEES

- 13.1 When an Employee leaves the Employer's service and is later re-engaged, their seniority, vacation time, sick bank and other benefits shall date only from the time of their re-engagement.

ARTICLE 14 HOURS OF WORK

- 14.1 The normal hours of work for Maintenance staff shall be eight (8) hours per day and forty (40) hours per week and for Custodians, Caretakers and Caretakers-Floater shall be seven and one-half (7 1/2) hours per day and thirty-seven and one-half (37 1/2) hours per week between the following daily hours. There shall be no split or rotating shifts except for the daytime Caretakers and Caretakers-Floater.
 - 14.1.1 Maintenance Staff
6:00 a.m. to 6:00 p.m.
30 minutes for unpaid lunch
 - 14.1.2 Custodians, Caretakers and Caretakers-Floater
6:00 a.m. to 11:30 p.m.

(full-time)
30 minutes for unpaid lunch

14.1.3 Part-Time Caretakers
as required between
6:00 a.m. to 11:30 p.m.

14.2 The normal hours of work for the following Clerical classifications shall be seven (7) hours per day and thirty-five (35) hours per week between the following daily hours:

14.2.1 Human Resources staff - 6:00 a.m. to 5:00 p.m.

14.2.2 Administrative Assistants, other clerical staff, Educational Assistants and Rehabilitation Assistants - 7:00 a.m. to 5:00 p.m.

14.3 Full-time Employees shall be entitled to a one (1) hour unpaid lunch per day. Part-time Employees, who work a minimum of four (4) hours per day, shall be entitled to a one-half (1/2) hour unpaid lunch.

14.4 Educational Assistants and Rehabilitation Assistants who work a minimum of six (6) hours per day will be considered full-time employees for the purpose of this Article only and will be entitled to one-half (1/2) hour unpaid lunch.

14.5 During Christmas, Spring Break or Summer Vacations, all Employees shall revert to a daytime working schedule with the exception of the Division Office custodian and caretakers who shall continue normal hours of work.

14.6 All Employees shall be entitled to one (1) paid fifteen (15) minutes break in each half day worked, of not less than three (3) hours, at a time scheduled by the Principal/designate or Supervisor.

14.7 For the purpose of computing the average hourly rate of pay for monthly rated clerical staff, one hundred and fifty-one (151) hours shall constitute a full working month. Custodial Employees shall be based on one hundred and sixty-two (162) hours. Maintenance Employees shall be based on one hundred and seventy-three (173) hours. At the end of August of each year, the Employer shall do a reconciliation of hours worked for the purpose of salary and vacation entitlements.

14.8 **Flex Hours**

14.8.1 The Board may implement flex hours during Christmas, Spring Break or Summer Vacation with the agreement of the Superintendent or designate and the Union. It is understood that overtime on a daily basis shall not apply due to flex time.

14.8.2 The Board may implement flex hours to accommodate High School hours of operation with the agreement of the Superintendent or designate and the Union. It is understood that overtime on a daily basis shall not apply due to flex time.

14.9 Reporting for Duty

- 14.9.1 Employees will report for duty at the place directed by the Employer and will go to and from such place on their own time.
- 14.9.2 Authorized time spent travelling between sites during the work day is work time and the Employer shall provide mileage entitlement between sites.
- 14.9.3 Mileage rates paid to an Employee using their own vehicle for authorized Employer business shall be paid at the rate defined by Board Administration Regulation D-630-AR, Staff Expenses.

ARTICLE 15 PAY PERIODS

- 15.1 All Employees covered by this Agreement, with the exception of Casual and Lunch Room Supervisors, shall be paid on the second last working day of every month except for the Spring and Christmas recesses, when the Employees will be paid on the 2nd last working day before the above recesses. The final date for inclusion of overtime credit or absence without pay debit shall be the fifteenth (15th) day of the month for which payment of wages is calculated. On each pay day each Employee shall be provided with an itemized statement of wages, overtime and deductions.
- 15.2 The Casual and Lunch Room Supervisors will be paid on the tenth (10th) of the month with the final date for inclusion of hours being the last day of the previous month.

ARTICLE 16 ANNUAL VACATION

16.1 Definitions:

- 16.1.1 **Vacation Time** - Annual vacation time with pay granted to an Employee.
- 16.1.2 **Vacation Hours** - Refers to vacation time earned.
- 16.1.3 **Week Day** – Monday - Friday.
- 16.1.4 **Work Day** - Any day on which attendance at a place of duty is required of any Employee or Employees.
- 16.1.5 **Year** - A year for purposes of 16.2 is a year ending August 31.
- 16.1.6 **Year** - A year for purposes of 16.3 is a year of service, ending on the Employee's employment anniversary date, irrespective of the Employee's regular hours of work within the year of service.

- 16.2 An Employee shall take vacation time according to a pre-arranged schedule authorized by the Superintendent or designate with timing dependent on operational requirements. Individual Employees shall be consulted on the schedule prior to the decision by the Superintendent or

designate. The Employer may allow an Employee to carry forward up to ten (10) working days' vacation time for one (1) year.

- 16.3 An Employee shall accumulate paid vacation hours, based on regular monthly hours of work in accordance with the Employee's years of employment at the following rates (the equivalent number of vacation days is provided below for information purposes only):

Less than one (1) year: Six percent (6%)

During Year 2 to the 8th year of employment, the Employee earns vacation at 6%

During 9th to the 13th year of employment, the Employee earns vacation at 8%

During 14th to the 25th year of employment, the Employee earns vacation at 10%

During 26th year of employment, the Employee earns vacation at 12%

10 Month Employees

Less than one year 6%

During Year 2 to 8th year of employment, the Employee earns vacation at 7.2%

During the 9th to 13th year of employment, the Employee earns vacation at 9.6%

During the 14th to 25th year of employment, the Employee earns vacation at 12%

During the 26th year of employment, the Employee earns vacation at 14.4%

- 16.4 Entitlement to vacation time is calculated based on vacation hours earned per month. Employees who are absent, to a maximum of six (6) months in any year, on sick leave or as a result of an accident compensable under the Workers' Compensation Act, do not lose vacation hours as a result of such absence.
- 16.5 For the purposes of this Agreement, the twenty-fifth (25th) and twenty-sixth (26th) days of December, but not any other day on which the Division offices are closed for the Christmas season as in clause 16.5 above, shall be deemed statutory holidays. Employees shall not be required to access their accumulated vacation for any days or portion thereof that are paid holidays declared by the Employer.
- 16.6 An Employee who takes additional time following a period of vacation time without the prior authorization of the Superintendent or designate, or without good and sufficient reason, may be subject to discipline up to and including dismissal.
- 16.7 When an Employee is allowed to take any leave of absence, other than sick leave, in conjunction with a period of vacation time, the vacation time shall be deemed to precede the additional leave of absence.
- 16.8 Employees whose normal hours of work do not include the Christmas, Spring and Summer Recesses and who do not use their vacation hours by July 1st, shall be paid out in a separate direct deposit. All ten (10) month employees will receive their vacation payout on the last working day of June. Upon termination of the service of an Employee, any remaining vacation time will be paid out.

- 16.9 Where an Employee can demonstrate to the Employer's satisfaction that during the vacation period they qualified for sick leave or bereavement leave, there shall be a re-scheduling of such vacation entitlement.

ARTICLE 17 LEAVE OF ABSENCE

17.1 General Provisions

In addition to leaves granted under articles 16, 17.3 - 17.7, 18 and 19, the Superintendent or designate may at their discretion, grant leave of absence with or without pay and with or without benefits for such period as deemed adequate.

- 17.2 All applications for leave of absence under this article shall be made in writing to the Superintendent or designate.

17.3 Maternity Leave

An Employee with at least ninety (90) days of continuous service as outlined in the Alberta Employment Standards or any amendments thereto, with the Employer shall be eligible for maternity leave under the following conditions:

17.3.1 Maternity leave shall be without pay, sickness allowances or Employer contributions to staff benefit premiums except during any period(s) of such leave which are health related as determined by the Employee's physician or in accordance with clause 19.3;

17.3.2 During such period(s), the Employee shall access sick leave benefits through the Employer funded and registered Supplementary Unemployment Benefits (SUB) Plan, which shall not reduce the Employee's sick leave entitlement under clause 19.1;

17.3.3 The Employee shall be required to apply for Employment Insurance benefits to access the registered SUB plan;

17.3.4 The benefits under the SUB plan are a substitution for and to the exclusion of any other benefits set out in this agreement that might otherwise be available for such periods of absences.

- 17.4 On return from maternity leave, an Employee shall be placed in their previous classification and where possible in the previous position.

17.5 Bereavement Leave

An Employee shall be granted a maximum of five (5) regularly scheduled consecutive work days leave without loss of salary or wages in the case of death or serious illness of a parent, wife, husband, common-in-law spouse, brother, sister, child, mother-in-law, father-in-law, grandparent, grandchild, former guardian, fiancé, or any second degree relative who has been residing in the same household. In addition, the Superintendent or designate may at their discretion grant such leaves in the case of death or serious illness of other persons. Where burial occurs outside the province, such leave shall include as well, reasonable travelling time without pay.

17.5.1 One-half (1/2) day leave shall be granted without loss of salary to attend a funeral as a pallbearer. An additional one-half (1/2) day without loss of salary may be granted at the discretion of the Superintendent or designate.

17.6 Job Protected Leaves

Under the Employment Standards Code or amendments thereto, all eligible Employees will be entitled to unpaid job protected leaves as follows:

Adoptive/parental leave
Compassionate care leave
Personal and family responsibility leave
Citizenship Ceremony leave
Death or disappearance of child leave
Critical illness of child leave
Domestic violence leave
Reservist leave

17.7 Union Leave

Union Functions - Subject to operational requirements, leave of absence without pay and without the loss of seniority shall be granted upon request to the Superintendent or designate to Employees elected or appointed to represent the Union at Union functions. The Employer shall, 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.

17.8 Jury Duty

At the Employer's discretion, a leave of absence with pay and benefits may be granted:

- a) for jury duty, jury selections or any summons related thereto; or
- b) to answer a subpoena or summons to attend as a witness, other than as the accused/defendant, in any proceeding authorized by law to compel the attendance of witnesses;

Provided the Employee remits to the Employer any official court document, witness fee or jury stipend set by the court or other body.

17.9 Where the Employee is required by law to appear before a court of law for reasons other than those stated above, the Employee may be granted a leave of absence without pay.

ARTICLE 18 STATUTORY HOLIDAYS

18.1 The following holidays with pay will be granted:

- 18.1.1 New Year's Day Victoria Day
- Labour Day Remembrance Day
- Good Friday Easter Monday
- Canada Day Thanksgiving Day
- Christmas Day Boxing Day
- Family Day

and any other day declared as a national or provincial holiday.

18.1.2 When any of the above noted holidays fall on a Saturday or Sunday, and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be holidays for the purposes of this Agreement.

18.2 Local Holidays

Employees shall have leave with pay on any day duly proclaimed as a civic holiday within the City of St. Albert under the provision of the City Act.

18.3 In order to qualify for statutory holiday pay, Employees will be required to work a full shift on the last scheduled working day immediately prior to and the first scheduled full working day immediately following the holiday, unless on leave of absence or sick leave for not more than thirty (30) days.

ARTICLE 19 SICKNESS

19.1 Definitions (for the purposes of this article only):

- 19.1.1 **Illness** - Any illness, injury or quarantine restriction affecting an Employee, but not including the non-health-related portion of maternity leave.
- 19.1.2 **Casual Illness** - An illness which causes an Employee to be absent from duty for a period of three (3) successive work days or less and includes medical and dental appointments.
- 19.1.3 **General Illness** - An illness which causes an Employee to be absent from duty for a period of more than three (3) successive work days.
- 19.1.4 **Medical Certificate** - A certificate stating the duration of an Employee's illness including the health-related portion of maternity leave, made on the letterhead of and signed by a medical doctor in attendance.
- 19.1.5 **Work Day** - Any day on which an Employee is expected to be on duty.

19.2 A regular and temporary Employee shall be entitled to sick leave pay benefits. Regular part-time and temporary part-time Employees shall also be entitled to sick leave pay benefits pro-rated according to the proportion which their hours of work bear to the normal hours of work. The following terms and conditions shall apply to sick leave pay benefits to which regular Employees are entitled:

19.2.1 All regular and temporary Employees shall be entitled to accumulate annual sick pay credits at the full pay rate of one and one-half (1 1/2) days per month.

19.2.2 The unused portion of sick leave in any year may be cumulative from year to year to a maximum of ninety (90) working days. The daily rate of pay for sick leave used shall be one hundred percent (100%).

19.2.3 Proven abuse of sick leave regulations by any one Employee may be cause for discipline, up to and including dismissal.

19.2.4 The Employer shall advise each Employee of the accumulated sick leave in September of each year.

19.2.5 Upon 90 continuous calendar days absence for illness, an Employee shall be required to apply for Extended Disability Benefits and no further compensation shall be provided by the Employer.

19.2.6 If an employee is absent due to sickness, disability or WCB for a period of thirty (30) consecutive calendar days, no further sick leave shall be earned until such time as the employee returns to work.

19.3 Evidence of Illness

19.3.1 Any illness causing the absence of an Employee from duty must be reported to their supervisor as soon as possible and a medical certificate must be submitted to the Division Office in respect of any Employee who suffers an illness which causes an absence from duty longer than three (3) working days. Notwithstanding, where the Employer deems it necessary, Employees may be required to submit a medical certificate at an earlier date.

19.3.2 In the case of prolonged absence caused by general illness, an Employee may be required to be examined by a medical doctor appointed by the Employer who shall submit a medical certificate as to the condition of the Employee, the further time considered requisite for their complete recovery and a statement as to their fitness for work. The cost of this medical certificate will be the cost to the Employer.

19.3.3 An Employee, who refuses to be so examined or who fails to furnish a certificate satisfactory to the Employer, may be denied sick benefits under these regulations.

19.4 Sick Leave Without Pay

Up to a maximum of ninety (90) calendar days sick leave without pay shall be granted to an Employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay is granted.

ARTICLE 20 OVERTIME

20.1 All authorized time worked beyond the normal hours of work as described in article 14 of this Agreement or on a holiday shall be considered as overtime.

20.1.1 Clerical Employees, scheduled to work less than seven (7) hours in one (1) day will be entitled to overtime rates after seven (7) hours of work.

20.1.2 Custodial Employees scheduled to work less than seven and one-half (7 1/2) hours on one (1) day will be entitled to overtime rates after seven and one-half (7 1/2) hours of work.

20.1.3 Maintenance Employees scheduled to work less than eight (8) hours on one (1) day will be entitled to overtime rates after eight (8) hours of work.

20.2 Overtime rates shall apply for work as follows:

20.2.1 On a Regular Work Day - Time and one-half (1 1/2) for the first four (4) hours of overtime and double (2x) time after four (4) hours of overtime in any one day or shift.

20.2.2 On a Regularly Scheduled Day Off - Double time (2x).

20.2.3 On a Holiday - Time and one-half (1 1/2) plus another day off at a time mutually agreed upon by the Principal/designate or Supervisor and the Employee.

20.3 Employees shall not be required to but shall have the option of time off in regular hours to equalize any overtime rated hours at a time mutually agreed upon by the Principal/designate or Supervisor and the Employee. Employees may request, in writing to the Superintendent, by November 15th of each year, a payout of all or part of their overtime not utilized through time off. Employees shall be paid the requested payout at the end of December of each year. The maximum amount of time that can be accumulated in lieu of overtime pay is forty (40) hours.

20.4 Minimum Call Back Time - Every Employee who is called out and required to work in an emergency outside their normal hours of work as described in article 14 of this Agreement shall be paid for a minimum of three (3) hours at overtime rates, and shall be paid from the time they leave their home to report for duty until the time they arrive back home upon proceeding directly from work.

20.5 Employees in the Maintenance Department, who are required to do standby duty, shall be paid at the rate of thirty-seven (\$37.00) dollars per day for week days - Monday through Friday

inclusive and one hundred eleven (\$111.00) dollars per day for weekends or statutory holidays. These rates shall be in addition to Article 20.4.

ARTICLE 21 PAY GRADES AND WORK CLASSIFICATIONS

- 21.1 Pay grades and work classifications shall be according to Appendix A attached to and forming part of this Agreement.
- 21.2 When an Employee, other than a casual Employee, is assigned in writing to a higher classification, that Employee shall be paid in the higher classification from the first (1st) day of the assignment.

ARTICLE 22 LOCAL AUTHORITIES PENSION PLAN, ALBERTA SCHOOL EMPLOYEE BENEFIT PLAN AND ALBERTA HEALTH CARE PLAN

22.1 **Local Authorities Pension Plan** - All Employees eligible to participate as full-time permanent members as defined by Local Authorities Pension Administration shall be members of the Local Authorities Pension Plan. Eligible part-time Employees working at least 14 hours a week but less than 30 hours per week can elect to participate on a voluntary basis subject to Local Authorities Pension Plan regulations. All eligible ten (10) month employees are granted a full year of pensionable service for Employees working 30 hours a week in compliance with LAPP regulations.

22.2 **Alberta School Employee Benefit Plan (ASEBP)** – With respect to the benefits identified in Article 22, all Employees eligible to participate shall be members of the Alberta School Employee Benefit Plan as a condition of employment.

Alberta Health Care Plan – All Employees eligible to participate shall be members of the Alberta Health Care Plan as a condition of employment, with the exception of those covered through a spousal plan.

22.3 In accordance with the provisions of the Alberta School Employee Benefit Plan, the Board shall pay one hundred percent (100%) of the premiums in respect of benefits under the "Life and Accidental Death and Dismemberment" The Employer agrees to pay 50% of the "Extended Disability" Plan premium by February 2020, and 100% premium paid by the Employer effective September 1, 2020.

22.4 The Board shall pay 100% of the ASEBP Extended Health Plan 1 which includes the 100% direct bill drug card.

22.5 **Dental Plan** – All eligible Employees shall participate in the ASEBP Dental Plan 3 which includes 100% Basic Dentistry, 60% Periodontics (\$1,500/participant/ lifetime), 50% Extensive Dentistry. The benefits are limited to a combined maximum on Basic and Extensive of \$1,500 for each participant per year. The plan shall be compulsory for all Employees. Effective September 1, 2017 the Board agrees to pay one hundred percent (100%) of the premium of the said Plan.

22.6 **ASEBP Vision Plan** - The Board agrees to pay 100% of the ASEBP Vision Plan 3.

22.7 The Board shall pay 100% of the Alberta Health Care Plan premiums.

- 22.8 **Health/Wellness Spending Account** - The Employer will establish for each regular Employee a Health/Wellness Care Spending Account that adheres to Canada Customs and Revenue Agency requirements. Contributions will be suspended during unpaid leaves of absence in excess of thirty days and for the non-health related portion of maternity leave. The unused balance will be carried forward for a total accumulation of two years. Employees leaving the employ of the Employer will forfeit any remaining balance. Effective September 1, 2019, the Employer contributions will be \$41.66 per month (equivalent to \$500.00 annually).

ARTICLE 23 WORKERS' COMPENSATION

23.1

- a) An Employee prevented from performing their regular work with the Employer on account of an occupational accident that is recognized by the Workers' Compensation Board (WCB) as compensable within the meaning of the Act, shall receive from the Employer sick leave compensation for the difference between the amount payable by the WCB and their salary to the extent that sick leave credit is available for that Employee. Both parties agree that the Employer has the option to bring in an equal or better plan.
- b) If an Employee does not have any sick leave available, or the sick leave bank becomes exhausted during an existing WCB claim, the Employer shall direct WCB to remit payments directly to the Employee for the remaining length of the claim.

- 23.2 Employees shall remit any entitlement from WCB to the Employer. Where possible, WCB will be authorized by the Employee to remit payment directly to the Employer. Where the Employee has sufficient sick leave credits, the Employer will pay the difference between the amount payable by the Workers' Compensation Board and their regular salary.

ARTICLE 24 HEALTH AND SAFETY

Occupational Health and Safety

- 24.1 The Employer and the Union agree that the Union will have two (2) elected representatives on the CUPE Occupational Health and Safety Committee.
- 24.2 The parties agree that CUPE Occupational Health and Safety Committee meetings will be held on a regular basis, at least two (2) times a year. In the event there is no agenda, by either party, the meeting may be cancelled.
- 24.3 Representatives of the Union shall suffer no loss of regular pay as a result of attendance at such meetings.

Safety Footwear

24.4 Safety Footwear Allowance

- a) Where the Employer requires an Employee to wear safety footwear, the Employer shall reimburse such Employee, upon proof of purchase of CSA approved footwear, an amount up to one hundred fifty (\$150) dollars per calendar year.

- b) In the event an Employee does not use this entitlement in one year, the Employee shall be able to accrue this allowance to a maximum of three hundred (\$300.00) dollars.

ARTICLE 25 EMPLOYMENT INSURANCE PREMIUM REDUCTION

25.1 The Employer and the Union agree that the total amount of the Employee share of the Employment Insurance Commission premium reduction by reason of the Employee Benefit Programs provided by the Employer, which is attributable to the Employees covered by this Agreement shall be paid by the Employer to the Union as soon as possible after the end of each calendar year.

- 25.1.1 These funds shall be administered and used by the Union to fund professional development activities during Teachers' Convention days for the Employees covered by this Agreement.

ARTICLE 26 TERM OF AGREEMENT

26.1 Effective Date - This Agreement shall be binding and in effect from September 1, 2019 to August 31, 2022. Unless otherwise specified, all changes shall be effective the first of the month following date of ratification. Either party desiring to propose amendments to this Agreement shall, between the period of not less than sixty (60) and not more than one hundred and twenty (120) days prior to the termination date, give notice in writing to the other as to their intent. Within thirty (30) working days of receipt of such notice, the parties shall meet to commence negotiations.

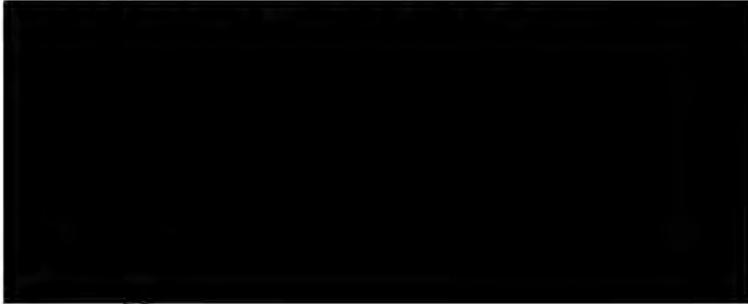
26.2 This Agreement shall remain in force and effect beyond its termination date during negotiations between the parties pursuant to the requirements of the Alberta Labour Relations Code.

26.3 Both parties shall adhere fully to the terms of this Agreement during the periods of bonafide collective bargaining, and if negotiations extend beyond the anniversary date of the Agreement, any revision in terms mutually agreed upon, shall, unless specified, apply retroactively to that date.

IN WITNESS WHEREOF the Board and the Union have executed this Agreement in triplicate by their respective officers hereunto duly authorized this 8 day of April, 2020.

On behalf of the

ST. ALBERT PUBLIC BOARD OF EDUCATION



On behalf of the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1099



APPENDIX A WAGE SCHEDULE

Effective September 1, 2019.

CLASSIFICATION

Purchasing/Distribution

	Start Rate	Job Rate
1	20.87	21.82
2	23.03	24.07
3	25.46	26.62
4	33.40	34.93

Division Office/Facilities Support:

	Start Rate	Job Rate
1	19.84	20.73
2	20.29	21.22
3	22.18	23.19
4	23.49	24.56
5	24.57	25.69
6	25.93	27.12
7	27.00	28.22
8	28.08	29.37

Educational Assistants:

	Start Rate	Job Rate
1	17.25	18.04
2	18.54	19.38
3	19.85	20.74
4	20.56	21.49
5	21.44	22.41
6	22.88	23.93
7	24.59	25.70

Administrative Assistants:

	Start Rate	Job Rate
1	18.20	19.02
2	19.35	20.23
3	21.49	22.46
4	22.73	23.76
5	23.78	24.85

High School Office Manager:

	Start Rate	Job Rate
1	\$ 25.21	\$ 26.36

Library Technician:

	Start Rate	Job Rate
1	19.35	20.23
2	21.49	22.46
3	22.96	24.00

School Assistants:

	Start Rate	Job Rate
1	17.06	17.83
2	17.98	18.79
3	18.35	19.18

Food Service Workers:

	Start Rate	Job Rate
1	16.78	17.55
2	19.39	20.27
3	21.56	22.53

Maintenance Workers:

	Start Rate	Job Rate
1	21.75	22.73
2	23.03	24.07
3	26.88	28.09
MW4 - Journeyman	35.00	36.58

For Information Only:

MW4 includes, but is not limited to, Employees who are Journeymen-Electricians, Plumbers/Gasfitters, Carpenters, Instrument Mechanics.

Custodians:

	Start Rate	Job Rate
1	21.19	22.15
2	21.81	22.78
3	22.29	23.30
4	23.45	24.52
5	23.96	25.05

Caretakers-Floater:

	Start Rate	Job Rate
2	20.26	21.19

Caretakers:

	Start Rate	Job Rate
1	18.04	18.86
2	20.26	21.19
3	20.26	21.19
4	20.26	21.19

Accountant:

	Start Rate	Job Rate
1	36.21	37.86

Technical Analyst:

	Start Rate	Job Rate
1	23.89	24.96
2	28.81	30.13
3	33.18	34.67

Rehabilitation Assistants:

	Start Rate	Job Rate
1	24.59	25.70

Interpreter:

	Start Rate	Job Rate
1	26.98	28.20

Lunch Room Supervisor:

	Start Rate	Job Rate
1	16.60	17.36

Casual Staff:

	Start Rate	Job Rate
1	15.31	16.01

Health Recovery Facilitator

	Start Rate	Job Rate
1	32.67	34.17

LETTER OF UNDERSTANDING # 1 – NO REDUCTION IN WORK DAYS

There will be no reduction in working days in the school year and until the end of the term of the collective agreement to which this letter is attached. This letter applies only to a general reduction in working days applicable to all 10 month Employees and would not interfere with the Employer's right to vary work assignments for individual Employees. If the individual's position is to be reduced in hours in accordance with the Spring Placement Procedures and Timelines for Support Staff, the individual may choose to accept the lesser hours or to ask to be considered for a phase 1 placement. Lesser hours refer to a reduction of one (1) hour or more. These guidelines are outlined in the Spring Placement Procedures and Timelines for Support Staff.

On behalf of the

ST. ALBERT PUBLIC BOARD OF EDUCATION



DATE April 8, 2020

On behalf of the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1099



DATE April 8, 2020

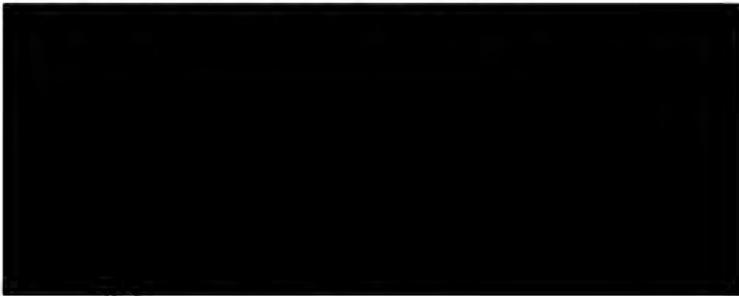
LETTER OF UNDERSTANDING #2 – PROFESSIONAL DEVELOPMENT

During the term of this collective agreement, the Superintendent or designate shall meet with up to three (3) representatives of the Union to discuss professional development concerns and opportunities.

Representatives of the union will suffer no loss of regular pay as a result of attendance at such meetings.

On behalf of the

ST. ALBERT PUBLIC BOARD OF EDUCATION



DATE April 8, 2020

On behalf of the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1099



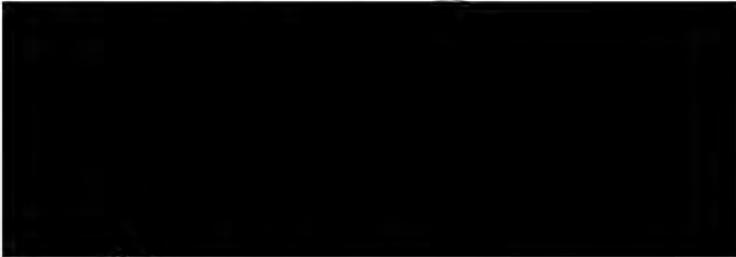
DATE April 8, 2020

LETTER OF UNDERSTANDING #3 – BI-WEEKLY PAY PERIOD

The Employer agrees should there be approval to move to a bi-weekly pay period, the anticipated time of implementation would be by September 1, 2021 or earlier if possible.

On behalf of the

ST. ALBERT PUBLIC BOARD OF EDUCATION



DATE April 8, 2020

On behalf of the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1099



DATE April 8, 2020

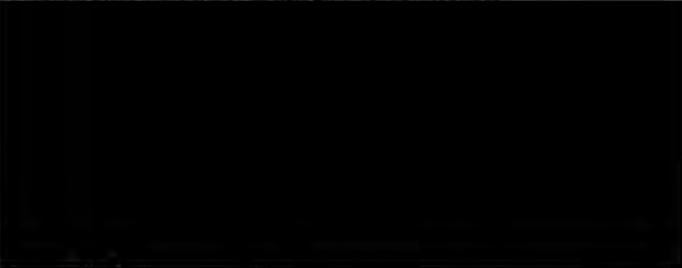
LETTER OF UNDERSTANDING #4 – CLASSIFICATION REVIEW

The Employer agrees to discuss classification reviews with the local and the CUPE National Representative period to September 30, 2020. The Union shall suffer no loss of regular pay as a result of attending such meetings.

This Letter of Understanding will expire on June 30, 2022.

On behalf of the

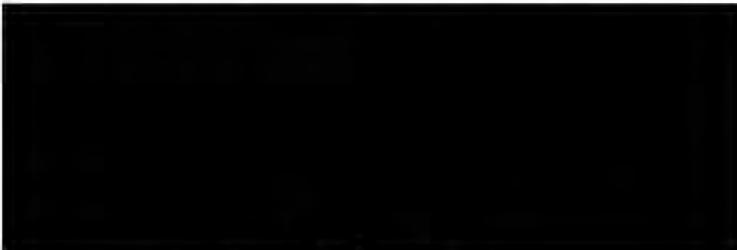
ST. ALBERT PUBLIC BOARD OF EDUCATION



DATE April 8, 2020

On behalf of the

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DATE April 8, 2020