

MAINTENANCE

EDMONTON PUBLIC SCHOOLS COLLECTIVE AGREEMENT

between

***Board of Trustees
Edmonton School District No. 7***

and

***Canadian Union of Public Employees
Local 784***

September 1, 2017 to August 31, 2020



EDMONTON PUBLIC SCHOOLS



COLLECTIVE AGREEMENT

BETWEEN

**Board of Trustees of Edmonton
School District No. 7
Of the Province of Alberta,
Hereinafter called "The Board"**

AND

**Construction and Maintenance
Employees Union Local 784,
Canadian Union of Public Employees
Hereinafter called "The Union"**

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* Denotes change to language

** Denotes new language

1. DEFINITIONS

For purposes of this Agreement:

- (a) Employee shall mean any person employed by the Employer whose classification falls within the scope of the bargaining unit as certified by the Alberta Labour Relations Employer (Certificate #349-93 Nov. 4, 1993).
- (b) Union representative shall mean any duly elected officer of the Union or Union shop steward and will also include any representative of the Canadian Union of Public Employees who the Union may call upon at any time for assistance in negotiations, discussions or grievances with the Employer.
- (c) Board or Employer shall mean the trustees of Edmonton Public School District No. 7 or its designated administrators or supervisors.
- (d) Service shall be defined as:
 - (i) weeks or fractions of weeks actually worked for the Employer (not including overtime hours);
 - (ii) weeks or fractions of weeks taken as vacation entitlement;
 - (iii) paid leaves of absence exclusive of absences for sick leave, disability or workers compensation;
 - (iv) absences for sick leave, maternity leave, parental leave, disability or workers compensation not exceeding ninety (90) calendar days;
 - (v) leaves of absence without pay not exceeding one complete pay period;
 - (vi) accumulated service shall be forfeited if any employee:
 - (a) resigns or retires from the Employer's employ;
 - (b) is not recalled to work within the recall period defined in Article 8(b);
 - (c) during the recall period, refuses a second written recall opportunity;
 - (d) is discharged for just cause.

Forfeited service may be regained in accordance with Article 6(d)(i).

- (e) "Compressed work week" shall mean fewer days of work in the work week and more hours of work in a work day paid at the employee's regular wage rate. A compressed work week is scheduled in advance and these arrangements must be approved by the supervisor based on operational requirements. Employees on a compressed work week shall normally work between Monday and Friday.

2. UNION DUES

- (a) The Employer agrees to deduct from employees covered by this agreement all normal Local and national dues levied in accordance with the constitution and bylaws of the Union.
- (b) Union dues shall be forwarded by direct deposit to the Union's financial institution upon release of the employee's cheque on which the dues were deducted. The following information shall also be provided to the Local in the same bi-weekly period:
 - Names
 - Addresses
 - Telephone #'s (except a declared silent #)

3. RECOGNITION

The Employer agrees to recognize Local 784 of the Canadian Union of Public Employees as the sole and exclusive bargaining agent for all employees covered by the Local's certificate #349-93 under the Labour Relations Code.

4. CLASSIFICATIONS

- (a) Existing classifications shall not be eliminated or changed without prior consultation with the Union. Consultation with the Union shall occur prior to any classification change being implemented.
- (b) It is agreed that the Employer may institute any new classification(s) and that the wage rates for these classification(s) shall be fixed only after consultation with the Union representative and before the position is filled or appointment made.
- (c) If there is an insufficient workload in a position due to seasonal or other conditions, an employee may be transferred to other employment with the Employer rather than being laid off.
- (d) The Employer shall utilize only those employees whose trade qualifications apply.

5. APPOINTMENTS TO STAFF

- (a) After six (6) months of service actually worked, new employees will be appointed to permanent staff dependent on:
 - (i) a favourable evaluation and recommendation by the employee's supervisor(s); and
 - (ii) if requested, a satisfactory certificate of health from a medical examination provided by the Employer's physician.

The six (6) month period may, at the discretion of the Employer, be extended by a maximum of three (3) months, provided that the employee is notified in writing with the reasons for the extension prior to the expiration of the initial six (6) month period.

The Employer may, at its discretion, appoint an employee to permanent staff even though that employee is unable to obtain a satisfactory certificate of health.

- (b) Prior to the expiration of the probationary period, an employee may be recommended for appointment to permanent staff.
- (c) Employees shall be eligible after three (3) months of service, to access Alberta Health Care as provided by this agreement. All other benefits provided through the group insurance carrier will be provided by this agreement after six (6) months of service. However, the provisions of the employer's pension plan and group insurance plans will take precedence.

6. SENIORITY

- (a) Seniority shall be accumulated on the following basis:
 - (i) weeks or fractions of weeks worked within the bargaining unit (not including overtime hours) or on a temporary Employer assignment in a position outside the bargaining unit;
 - (ii) those weeks or fractions of weeks taken as vacation entitlement;
 - (iii) paid leaves of absence exclusive of absences for sick leave, disability or workers compensation;
 - (iv) absence for sick leave or disability not exceeding one hundred eighty (180) calendar days;
 - (v) absence for disability eligible for workers compensation, maternity leave or parental leave not exceeding one hundred eighty (180) calendar days;
 - (vi) leave of absence without pay not exceeding one complete pay period;
- (b) Notwithstanding 6(a) above, an employee will neither accumulate nor lose seniority if that employee is subject to layoff during any one of the above-noted absences.
- (c) (i) An employee shall lose seniority and their employment shall be deemed terminated if that employee:
 - (a) resigns or retires from the employment in the bargaining unit;
 - (b) is not recalled to work within the recall period defined in Article 8(b);
 - (c) during the recall period, refuses a second written recall;

(d) is discharged for just cause.

Forfeited seniority may be regained in accordance with Article 6(d)(ii).

(ii) An employee shall retain seniority if that employee:

(a) accepts a temporary Employer appointment while waiting recall from a layoff;

(b) is serving a probationary period in an Employer position outside the bargaining unit.

(d) **Recognition of Previous Employment**

Notwithstanding Articles 1(d)(vi) and 6(c)(i), previous permanent employees who return to employment with the District within 24 months from the last day of employment, or the end of the recall period, shall be recognized with:

(i) previously accrued service with the District;

(ii) previously accrued seniority with the District;

(iii) sick leave credits earned and retained up to the last day of employment;

(iv) the vacation accrual rate and service toward the next accrual level, at the last day of employment;

(v) immediate participation in group benefit plans previously enrolled in, subject to benefit plan rules and regulations;

(vi) immediate participation in pension if previously enrolled, subject to LAPP rules and regulations, as well as Board policy and regulations.

Notwithstanding the above, at the sole discretion of the District, previous permanent employees who return to employment after more than twenty-four (24) months may be approved for the above entitlements.

* (e) Upon completion of an apprenticeship while employed by the District, seniority will be adjusted only to the number of weeks served as an apprentice in that trade.

* (f) A seniority list shall be maintained by the Employer and provided to the Union by March 1st, June 1st, September 1st, and December 1st of each year. The seniority list shall include each employee's name, classification, decision unit, start date, accumulation of service in weeks, and accumulation of seniority in weeks. Any protest with regard to seniority standing must be presented to the Employer within thirty (30) calendar days from the date the lists are posted. Any error identified will be corrected and posted within thirty (30) calendar days.

7. PROMOTIONS AND STAFF CHANGES

- (a)
 - (i) When a vacancy occurs within the bargaining unit, notice of the vacancy will be posted internally for a minimum of ten (10) working days in places mutually agreed upon by the Employer and the Union. A copy of the notice will be sent to the Union on the date the notice is posted. Such notices shall contain the nature of the position, qualifications, shift and rate of pay.
 - (ii) If a vacancy is to be filled and there are no employees with the required qualifications available in the bargaining unit, including those on recall, the vacancy may be immediately advertised externally without being posted as above.
- (b) The hiring of any new employees from outside the bargaining unit may take place after the following procedures have been completed, in order:
 - (i) those employees on recall, as per Article 8(b), have been given the opportunity for recall; and
 - (ii) the applications of present employees in the bargaining unit have been considered and there are no suitable applicants.
- (c)
 - (i) A position shall not be considered vacant when an employee is absent because of illness or other authorized leave. However, when it is known that an employee is to be absent from work because of illness or other authorized leave for more than forty (40) working days, the position of a temporary replacement shall be posted and the provisions of this Article shall apply. Upon return of the incumbent, the employee shall revert to a position in the employee's former classification.
 - (ii) When a position has been advertised and filled as an Acting Position and it is known that the incumbent who is being replaced is not returning to the position, and if the position is offered to the acting employee, the acting employee will be made permanent. If the acting employee declines the position, the position will be advertised.
- (d) Both parties to the agreement recognize that job opportunity should increase in proportion to length of service; therefore, in the event that two (2) employees are considered relatively equal in knowledge, ability, skill, qualifications, and experience, seniority shall be the deciding factor in all promotions, demotions, layoffs and rehiring.
- (e) In the case of promotions, the successful applicant shall be placed on a trial period for up to a period of three (3) months. Conditional upon satisfactory performance, the employee shall be confirmed in the position. In the event that during the aforementioned trial period it becomes apparent the position is not suited to that employee, the employee will be eligible to return to the former position without loss of

seniority. Any other employees promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority. Whenever possible, the Employer shall utilize only those employees whose trade qualifications apply.

- (f) The Union shall, without delay, be notified in writing of all employee appointments, hirings, rehiring, layoffs, and terminations of employment, including the effective date of any associated change, the individual's Decision Unit, and the base rate of pay.
- (g) The Employer shall have the right to demote, suspend or discharge any employee for just cause. The Employer shall have a Union representative present at the time the decision to:
- discipline, which will result in a written reprimand in the employee's personnel file,
 - demote
 - suspend
 - or discharge is communicated

In any event, the Union and the employee shall be notified forthwith in writing of the reasons for the action taken. Notwithstanding the above, should the employee wish not to have a Union representative present, the wishes of the said employee shall be respected. If the employee waives the right to Union representation, the Employer will immediately provide the Union with written notice of the waiver one (1) working day prior to proceeding with this disciplinary meeting. If an employee receives a series of reprimands which appear to be leading to the termination of that employee, the Employer shall notify the Union and with the permission of the employee shall provide the Union with copies of the written reprimand.

- (h) After thirty (30) months, an employee may request removal of disciplinary material from their employee file provided that there has not been any disciplinary action taken within the thirty (30) month period. Employees shall, upon request, be given access to all of the contents of their employee file. The employee may also request a representative of the Union to be present during such review.

8. LAYOFF & RECALL

- (a) If it becomes necessary to layoff permanent employees, the Employer will provide written notice to those employees who are to be laid off a minimum of two (2) weeks in advance of the layoff, or provide equivalent pay in lieu of notice of layoff.

In the event an employee is provided pay in lieu of notice, the employee shall not have access to the following provisions for the duration of the equivalent period of time paid in lieu: Vacation, Public Holidays and Sick Leave.

- (b) Employees affected by layoff, as per Article 8(a), will be eligible to be placed on recall for a period of eight (8) months from the effective date of layoff. While on recall, employees shall be given the opportunity for recall to vacant comparable

positions in accordance with Article 7(b)(i). A comparable position is one that the employee is qualified for and is in the same classification as the employee occupied at the time of layoff.

- (c) All recall notices will be sent by courier. Recall notices shall provide at least ten (10) working days written notice. The employee will confirm in writing within five (5) working days of the delivery date of the notice their intent to return to work. The respective notice periods may be waived by mutual agreement.
- (d) If an employee accepts recall to a vacant position, they shall be eligible for:
 - (i) previously accrued service with the District;
 - (ii) previously accrued seniority with the District;
 - (iii) sick leave credits previously earned and retained up to the date of layoff;
 - (iv) the vacation accrual rate, and service toward the next accrual level, in accordance with what they were earning at the time of layoff;
 - (v) immediate participation in all group benefit plans previously participating in, including pension, subject to benefit plan rules and regulations.
- (e) In the event of the permanent closure of a shop or other operations that would result in loss of employment, those full-time employees affected shall receive a severance payment equivalent to ten (10) days regular pay for each full or partial year of continuous service, including any previous service recognized under Article (6)(d). This provision does not apply to seasonal or other temporary operations, or staff with less than ten (10) years of service.

* **9. VACATIONS**

- (a) All permanent employees shall be entitled to vacation with pay based on weeks of accumulated service. Changes to accrual rates shall be applied at the beginning of the pay period immediately following the attainment of the designated threshold. Accrual rates shall be based on the following services:
 - (i) For the first 364 weeks (7 years) of service – 15 days per year;
 - (ii) From week 365 (beginning of year 8) to the end of week 832 (16 years) of service – 20 days per year;
 - (iii) From week 833 (beginning of year 17) to the end of week 1248 (24 years) of service – 25 days per year;
 - (iv) From week 1249 (beginning of year 25) through all subsequent weeks of service – 30 days per year.

- (b) All permanent employees shall, at the option of the Employer, be allowed to accumulate their vacation to a maximum of two (2) years vacation entitlement including the current year's entitlement provided that not more than fifteen (15) days of vacation shall be taken in the summer recess period.
- (c) Commencing December 1 of each year, an employee that has accumulated in excess of thirty (30) days paid vacation, shall, at the employee's option, be paid out vacation credits in excess of thirty (30) paid vacation days.
- (d) (i) Five (5) extra days with pay shall be added to a permanent employee's annual vacation if, during the preceding calendar year, the employee has not been on leave of absence without pay for a period exceeding two (2) consecutive working days and has not been absent from duty on account of sickness, disability or non-occupational accident. These bonus days will be added to the employee's normal vacation entitlement. This entitlement will be reduced by one (1) day for each day absent for the aforementioned reasons.
- (ii) (a) Facilities Maintenance employees who take their vacation within the period when schools are in operation will be entitled to one (1) vacation bonus day for each five (5) consecutive days of vacation taken during this period.
- (b) Distribution Centre employees who take their vacation outside of the periods listed below shall be entitled to one (1) vacation bonus day for each five (5) consecutive days of vacation taken:
- June 15 – June 30
 - August 15 – September 30
- (c) The vacation bonus days shall be taken on a date mutually agreed to by the Employer and employee.
- (d) Employees shall not be able to bank more than two (2) vacation bonus days at any time. If a third day is earned when two (2) days have already been banked, the earned day shall be scheduled in conjunction with the vacation period in which it is earned.
- (e) All employees shall take their vacation at the discretion of the Board. The date of application shall be the prime factor in approving requests for vacation except when multiple requests for vacation in a trade originate on the same date, in which case seniority will apply.

10. PUBLIC HOLIDAYS

- (a) All employees covered by the agreement shall, unless otherwise provided, be entitled to the following:

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

and any other public holiday proclaimed by the City of Edmonton or the Governments of Alberta or Canada. Permanent employees shall be entitled to pay for all such holidays. Casual and probationary employees will be entitled to such days which they are allowed by Employment Standards Regulation. In addition to the above, those employees scheduled to work December 24th and December 31st of each year will be entitled to a ½ day paid holiday on each of those days.

- (b) In the event any of the holidays specified in 10(a) above fall on a regular working day during the period of a permanent employee's annual vacation, one (1) equivalent day or ½ day, as the case may be, shall be added to the employee's annual vacation for each day so occurring.
- (c) If any of the public holidays outlined above fall on an employee's regular day off (including Saturday or Sunday) and equivalent day(s) in lieu thereof has not been proclaimed by the Employer, there shall be added to the employee's annual vacation allowance one (1) day for each holiday so occurring.

11. LEAVES OF ABSENCE

- (a) Leaves of absence without pay may be granted by the supervisor. No leave of absence shall be for a period of less than ½ day without consent of the supervisor. Except in emergent cases, employees requesting leave of absence shall be advised in writing of the decision regarding the request.
- (b) Application for leave of absence must be made in writing at least 48 hours prior to the proposed leave. In emergent cases, this requirement will be waived provided that the appropriate supervisor is notified of the impending leave.
- (c) Members of the Union who are duly elected or appointed to attend conventions or other Union business may, upon written application from the Union, be granted leave of absence with pay to be recovered from the Union.
- (d) When employees, during regular working hours, attend a meeting between the Employer or its officials and the Union dealing with Union business, the employees

shall suffer no loss of pay. The approval of the Employer will be required to attend such meetings if they occur during regular working hours.

- (e) The Employer undertakes to grant leave with pay to employees who are required to be absent as a result of critical illness or death of near relatives or other persons. The granting of leave and number of days allowed shall be at the discretion of the Employer based on the specific circumstances of each request.
- (f) **Family Illness Leave**
Leave of absence with pay shall be granted to an employee to a maximum of three (3) working days per school year for the purpose of making arrangements for the care of an immediate family member, or caring for a family member or other persons who reside in the home of the employee.
- (g)
 - (i) An employee with at least one (1) year of accumulated service shall be granted leave in accordance with Article 11(g)(ii).
 - (ii) Leave of absence without pay or benefits shall be granted, upon thirty (30) days written notice where possible, to an employee who is pregnant or who will be the primary caregiver of a natural or adopted child of that employee. Such leave shall be for a definite period not to exceed fifteen (15) consecutive weeks for maternity leave, thirty-seven (37) consecutive weeks for parental leave and fifty-two (52) consecutive weeks for adoption leave.
 - (iii) Maternity leave shall commence at the discretion of the employee at any time within twelve (12) weeks of the estimated date of delivery. Maternity leave can begin no later than on the actual date of delivery.
 - (iv) Parental leave, which can be taken wholly or shared by the parents, can begin at any time after the birth or adoption of the child but must be completed within fifty-two (52) weeks of the date a baby is born or an adopted child is placed with the parent. If the parents of the child are both employed by the District, only one parent can access parental leave at a time.
 - (v) The employee may terminate the maternity/parental/adoption leave with a four (4) week prior notice, in writing, at any time during the leave period. Upon completion of the leave, the employee shall return to the position held when the leave commenced. If that position no longer exists, the Employer shall provide the employee with alternate work of a comparable nature at the same wages.
 - (vi) Notwithstanding Article 11(g)(v), should any changes in salary rate or benefits occur during the leave, the employee shall be paid in accordance with the current collective agreement.
 - (vii) The Employer shall maintain a maternity supplement to Employment Insurance benefits which will pay an employee who is unable to work because of her

pregnancy, 100% of regular earnings during a maximum of ninety (90) calendar days surrounding the delivery date of her child.

- (viii) During the health-related portion of maternity leave, health insurance premiums are payable by the Employer as provided by this agreement.
 - (ix) Notwithstanding Article 11(g)(i-v), an employee on maternity leave without salary may access sick leave entitlements as provided in Article 12(d), if satisfactory evidence of medical disability is provided to the Employer.
 - (x) A second parent shall be granted up to three (3) days leave with pay at the time of the birth of his/her child.
 - (xi) Adoption Leave – An employee may be granted up to three (3) days leave with pay at the time of the initial home placement of an adopted child.
- (h) **Private Business Leave**
- (i) As operations permit, leaves of absence for up to two (2) days for private business may be granted by the employer during each September 1st to August 31st period. Leaves shall be granted with benefits and fifty percent (50%) of the employee's daily rate of pay.
 - (ii) Employees will be able to carry over one (1) unused private business day from the previous September 1st to August 31st period. Employees will be able to use a maximum of three (3) private business days in one September 1st to August 31st period.
- (i) **Court Leave**
- Leave of absence without loss of pay and seniority shall be granted to an employee called for jury duty or to act as a witness in a proceeding, other than their own, that is authorized by law to compel the attendance of witnesses. The employee must remit to the employer any fee or jury stipend (excluding allowances and/or expenses) set by the court or other body.
- (j) **Political Leave**
- Upon written request, an employee who is seeking office in a Federal, Provincial, or Municipal election shall be approved for leave of absence without pay and without loss of seniority for political activity. The employee shall be entitled to leave for the official campaign period, up to and including the election day.

An employee who is elected to public office shall be entitled to further leave of absence in accordance with the Local Authorities Election Act. Any approved leave will be without pay and without loss of seniority. Such employees shall be paid out any earned vacation or banked overtime at the commencement of their leave.

12. SICK LEAVE

- (a) (i) Sick leave means the period of time an employee is absent from work with pay due to sickness, disability or accident not covered by Workers compensation or the District's disability insurance plan. Employees are entitled to draw upon sick leave benefits to the end of each pay period.
- (ii) Sick leave benefits as provided in this agreement will be discontinued when an employee becomes eligible for disability benefits as provided under the long term disability insurance plan.
- (iii) Probationary employees appointed to permanent staff will, on the effective date of permanent appointment, be credited with all of the unused portion of sick leave which would have been granted a permanent employee under these provisions during the 12-month period immediately preceding appointment.

- * (b) Commencing from the date of appointment as a permanent employee, sick leave shall be allowed by the Employer at the employee's regular salary rate, as follows:
 - (i) Permanent employees shall accrue twenty (20) working days of sick leave in each year of service to a maximum total accumulation of 185 working days. Sick leave entitlement for partial years will be prorated.
 - (ii) When an employee resigns from the Employer's employ without returning to work after any period of sickness or illness, sick leave will not be granted unless supported by a medical or dental practitioner's certificate.
- (c) (i) An employee on leave of absence without pay for a period in excess of five (5) working days shall not be eligible for sick leave benefits or accrual of benefits for the period of that leave.
- (ii) An apprentice on leave to receive training as required by the Apprenticeship Board will be eligible for sick leave benefits if that employee is required to withdraw from the training courses as a result of illness.
- (d) Before any payment is made for sick leave, the employee may, at the discretion of the Employer, be required to provide:
 - (i) A certificate signed by a qualified medical or dental practitioner where the absence is for personal sickness for a period of three (3) working days. The cost of the certificate shall be covered by the Employer.
 - (ii) In cases of long periods of sickness and in cases where leave of absence is requested which involves payment of salary under the provisions of these regulations, the Employer reserves the right to ask for a medical examination and investigation by a qualified medical practitioner before payment of salary for leave of absence is granted.

- (iii) Where the sickness extends for a period of more than one (1) month, the employee may, at the discretion of the Employer, be called upon to furnish a further medical certificate.
- (e) If employees cannot perform their work as a result of illness suffered during the time of their employment with the Employer, they may be requested to undergo a medical examination at the expense of the Employer. If the results of the examination indicate that they cannot continue in their present position, employees will be eligible for sick leave benefits under Article 12.
- (f) **Workers' Compensation Board**
If a permanent employee is prevented from performing regular work with the Employer on account of an occupational accident that is recognized by the Workers' Compensation Board, the Employer will supplement the award made by the Compensation Board for loss of wages to the employee by such an amount that the award of the Compensation Board for loss of wages, together with the supplement by the Employer, will equal full net salary on date of disability. The said supplementation shall not be payable to any employee's regular pension, nor will it be paid after the Compensation Board has certified that the employee is able to return to work, or has been awarded a permanent allowance for either partial or total disability. Neither will the Employer supplement be paid to an employee who has been recalled by the Workers' Compensation Board for further treatment of an injury suffered by the employee before being employed by the Employer.

13. HOURS OF WORK

The regular working hours for employees covered by this agreement shall, unless otherwise provided, be from 8:00 a.m. to 4:30 p.m., with ½ hour off for lunch, Monday through Friday, being 8 hours per day and 40 hours per 5 day week. The Employer, after consultation with the Union shall be permitted to vary the hours and days of work for specific groups of employees provided that the general principle of a 40 hour week is not exceeded. Written communication will be provided to the Union for shift changes of more than 5 working days.

14. OVERTIME

- (a) All scheduled work which is performed in excess of 8 hours per day outside the regular working hours shall be considered overtime. All overtime shall be paid at the rate of time and one-half on the basic rate and double time on the basic rate for statutory holidays. In the event overtime commences between 12:00 midnight and 8:00 a.m. of the following day, the overtime rate will cease at the commencement of the regular working day.
- (b) A call-out is defined as work performed outside the normal working hours of which the employee was not advised during the regular duty hours. In the event that a call-out occurs more than 3 hours prior to the start of the employee's regular shift, the minimum amount paid will be the greater of three (3) hours at double time (2X) or

actual time worked at double time (2X) on the basic rate including a maximum of one hour for traveling time. In the event that the employee is called to another facility or facilities, the employee will receive an additional hour at double time (2X) for each additional facility. Once an employee has returned home and is called out again, it shall be considered a separate call-out. Any call-out that occurs within three (3) hours of the start of the employee's regular shift shall be paid at double time (2X) for those hours remaining prior to the start of the employee's regular shift. Any call-outs occurring on a statutory holiday will be paid at double time on the basic rate.

- (c) An employee who receives a telephone call from security or from his/her supervisor or manager at his/her home after 10:00 p.m. and who provides technical expertise and assistance to resolve a district operational concern, shall be compensated at double time (2X) for actual time worked rounded up to the nearest 60 minute increment.
- (d) As far as practical, the Employer agrees to distribute all overtime as equitably as possible.
- * (e) An employee may choose to take time off in lieu of overtime at the appropriate overtime rate of pay at a time mutually agreed upon between the employee and the employer. Overtime accumulated and not taken prior to August 31st of each year shall be paid out. However, up to sixty (60) hours of overtime accumulated in the months of July and August can be carried over to the following September 1st to August 31st period.

15. SHIFT WORK

Employees working on any shift commencing between the hours of 2:30 p.m. and 8:00 p.m. shall be paid:

September 1, 2017	September 1, 2018	September 1, 2019
\$2.29	\$2.29	\$2.32

per hour differential over the basic or overtime rate. Shift differential shall be paid to an employee for the entire shift worked. This Article shall not apply to any amended shifts that have been mutually agreed upon between the Union and the Employer.

Increases to this bonus will be consistent with the date and amount of increases to the wages in Article 24.

16. SENIOR WORK

If an employee is temporarily appointed to a senior position, the employee will be notified in writing and will be paid at the higher rate of pay for the duration of the appointments.

17. PERFORMANCE OF HIGHER DUTIES

An employee who is temporarily assigned to perform the duties of a position which has a higher pay rate than the position normally held shall be paid the negotiated rate for each full day of the assignment. For the purpose of pension eligibility, the assignment shall be deemed to be an acting assignment.

- (a) When a job is being performed involving three (3) or more persons of the same classification, a Working Charge Hand shall be designated. The most senior person on the job, with ability, shall be designated and shall be paid at the rate of:

September 1, 2017	September 1, 2018	September 1, 2019
\$1.64	\$1.64	\$1.66

per hour above the employee’s regular rate of pay. For the purposes of this article, any maintenance worker(s) assigned to assist another classification shall be counted as a person of that classification. Additionally, for the purposes of this Article, Maintenance Workers I, II, and III shall be considered as being the same classification.

- (b) Employees who are designated as Estimators or Inspectors will receive the Working Charge Hand rate for the period they are so designated.
- (c) Employees who are designated as Senior Storeperson, Maintenance Worker Charge Hand and Dispatcher will receive the Working Charge Hand rate.
- (d) Staff at the Distribution Centre designated as Charge Hands will receive the Warehouse Receiver rate of pay plus the Working Charge Hand rate.
- (e) When the Foreman requires assistance with a large-scale project or projects, the Manager may on the recommendation of the Foreman appoint an employee as Assistant Foreman. Employees who are designated Assistant Foreman will be paid:

September 1, 2017	September 1, 2018	September 1, 2019
\$3.20	\$3.20	\$3.24

per hour over and above the rate of the highest paid tradesman that they co-ordinate.

- (f) When the Manager requires assistance, the Manager may appoint an existing Foreman as Senior Foreman. Employees who are designated Senior Foreman will be paid:

September 1, 2017	September 1, 2018	September 1, 2019
\$1.52	\$1.52	\$1.54

per hour over and above the rate of the highest paid Foreman assigned to them.

- (g) Increases to the allowances in this article will be consistent with the date and amount of increases to the wages in Article 24.

18. GROUP INSURANCE AND PENSION PLANS

- * (a) Employees’ participation in group plans covering pension, hospitalization, medical, life and disability shall be in accordance with the plans in force from time to time.

ALBERTA HEALTH CARE	Employer's contribution will be a cash amount equal to premiums in effect.
EXTENDED HEALTH CARE (PLAN 1)	Employer's contribution will be a cash amount equal to premiums in effect.
DENTAL CARE (PLAN 3)	Employer's contribution will be a cash amount equal to premiums in effect.
VISION/HEARING CARE (PLAN 3)	Employer's contribution will be a cash amount equal to premiums in effect.
LIFE/ADD (PLAN 2A)	Employer's contribution shall be one hundred percent (100%).
EXTENDED DISABILITY INSURANCE (PLAN E) (PLAN D) Effective the first pay period in September 2018.	Employer's contribution shall be zero percent (0%). Effective the first pay period in September 2018, seventy-five percent (75%).

Plans other than pension plans shall be chosen at the Employer’s discretion, and shall provide equivalent or better benefits at a cost to the employees equal to or less than the Alberta School Employee Benefit Plan.

The Employer shall pay one hundred percent (100%) of a surcharge for Extended Health Care, Dental Care, Vision/Hearing Care or Life/ADD. The Employees shall pay one hundred percent (100%) of a surcharge for Extended Disability Insurance. Effective the first pay period in September 2018, the employees shall pay twenty-five percent (25%) of a surcharge for Extended Disability Insurance and the Employer shall pay seventy-five percent (75%) of a surcharge for Extended Disability Insurance.

- (b) The Employer’s contributions towards the group insurance plans specified in 18(a) will continue for those permanent employees who are attending a trade training school as part of their apprenticeship program.
- (c) Employees who retire in accordance with the Local Authorities Pension Plan (whether or not they participate in that Plan) shall receive a retirement allowance based upon the following formula. The allowances will be increased each year by the average increase in employees' salaries. Retirement from Edmonton Public Schools’ staff shall be in accordance with the pension plan in effect at the time of retirement.

EMPLOYEES RETIRING	SEPT 1, 2017	SEPT 1, 2018	SEPT 1, 2019
After 10 years of service	\$4,356	\$4,356	\$4,410
After 11 years of service	\$5,227	\$5,227	\$5,292
After 12 years of service	\$6,102	\$6,102	\$6,178
After 13 years of service	\$6,973	\$6,973	\$7,060
After 14 years of service	\$7,847	\$7,847	\$7,945
After 15 years of service	\$8,720	\$8,720	\$8,829
After 16 years of service	\$9,148	\$9,148	\$9,262
After 17 years of service	\$9,579	\$9,579	\$9,699
After 18 years of service	\$10,012	\$10,012	\$10,137
After 19 years of service	\$10,439	\$10,439	\$10,569
After 20 years of service	\$10,870	\$10,870	\$11,006
After 21 years of service	\$11,313	\$11,313	\$11,454
After 22 years of service	\$11,756	\$11,756	\$11,903
After 23 years of service	\$12,196	\$12,196	\$12,348
After 24 years of service	\$12,641	\$12,641	\$12,799
After 25 years of service	\$13,084	\$13,084	\$13,248
For each additional year of service beyond 25 years September 1, 2017 \$383 per year will be added to the retirement bonus. September 1, 2018 \$383 per year will be added to the retirement bonus. September 1, 2019 \$388 per year will be added to the retirement bonus. Increases to this bonus will be consistent with the date and amount of increases to wages in Article 24.			

- * (d) Effective September 1, 2017, the Board will contribute \$750.00 annually to an optional Health Spending Account (HSA)/Wellness Spending Account (WSA). The contributions shall be prorated for employees working less than full time with the Board. The unused balance will be carried forward for a total accumulation of two years. Employees leaving the employ of the Board will forfeit any remaining balance.

19. SUB-CONTRACTING

The Employer agrees that:

- (a) No work or services presently performed or hereafter assigned to the bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other plant, person, company, or non-union employee without the Shop concerned being given the opportunity to bid on the job. All work submitted for bid shall have appropriate specifications submitted to the Purchasing Department.
- * (b) Any repairs or installations for maintenance/projects to the buildings/schools and/or components of the buildings/schools estimated to cost \$12,500.00 or less shall be assigned to the bargaining unit.
- (c) Notwithstanding, this Article will not apply to approved Work Experience Projects performed by pupils in the District. Students performing work under the Work

Experience program may only be approved if the school where the work is being done has an approved curriculum covering this work. Other student special projects may be approved after concurrence with the Union.

* **20. EDUCATION**

- (a) The Employer will reimburse any employee for tuition or course fees paid in respect to a course the employee has successfully completed, provided the employee has obtained prior approval to take the course, and the course relates to the employee's professional development.
- (b) If any employee takes an examination to qualify for or renew a certificate, the Employer will allow time off, without loss of wages, to write the examination and will pay the examination fee provided that the employee successfully passes the examination.
- (c) At the option of the Employer, an employee may be required to refund any monies paid under this Article if the employee voluntarily leaves the Employer's employ less than six (6) months after completing the course.

21. APPRENTICES

- (a) If employees are appointed as apprentices to any trade coming under the provisions of this agreement and are to be instructed in such trade, their instruction and other conditions of their employment shall be in conformity with the provisions of the Apprenticeship and Industry Training Act provided that the Employer may pay higher rates of pay than those minimum rates set out in the Act. Notwithstanding the above, if, upon application, an employee with at least six (6) months service with the Employer is reclassified as an apprentice, the rate of salary at commencement of such service shall not be less than the rate of pay for a Maintenance Worker I with six (6) months of service.
- (b) An employee who is accepted as an apprentice shall:
 - (i) be credited, upon completion of apprenticeship, with the number of years of apprenticeship served as seniority in that trade. While attending school as an apprentice, a permanent employee will receive their current apprentice pay and benefits in accordance with Article 21(a), subject to Employer approval. An employee who has benefited from this Article and leaves the services of the Employer voluntarily within two years of receipt of the payment will be required to pay back the full amount of pay received while attending school.
 - (ii) be allowed to revert back to the employee's previous classification in the event that the apprenticeship position is suspended by the actions of the Employer.

- (iii) only be considered for vacant positions, as per Article 7(a)(i), when the posted position represents a promotional opportunity in comparison to the position they occupied prior to their apprenticeship.

22. GRIEVANCE PROCEDURE

- (a) Should a dispute arise between the Employer and any employee(s) or the Union regarding the interpretation, intent or application of this agreement, an earnest effort will be made to resolve the dispute without any work stoppage.

Step 1: The aggrieved employee should discuss the complaint with that employee's immediate supervisor, with or without a representative of the Union present and, if this does not resolve the complaint, the employee may appeal to each subsequent level of supervision. Human Resources or Union representatives may be enlisted to help facilitate the discussion.

Step 2: Failing satisfactory settlement under Step 1, an employee who wishes to file a grievance must, within thirty (30) calendar days of the date when the employee became aware of the circumstances of the dispute, provide the Union with a written statement of the particulars and redress sought. If the Union elects to file the grievance with the District, they must do so in writing within fourteen (14) calendar days of the expiration of the above period. Grievances shall be submitted to the Superintendent of Schools, with a copy to Human Resources – Labour Relations. The grievance shall outline the particulars of the complaint and the redress sought.

Human Resources will arrange a meeting between District and Union representatives for the purpose of reviewing the details of the grievance. Persons essential to the resolution of the matter (as determined by each respective party) may be invited (e.g. DU Administrator, grievor). The date of the meeting shall be determined within fourteen (14) calendar days of receipt of the grievance, and the meeting shall occur within twenty-eight (28) calendar days of receipt of the grievance, or as mutually agreed by the parties.

The parties shall seek a mutually acceptable resolution to the dispute. They will engage in an open, fair and balanced discussion of the issues, interests, options and potential solutions. The Employer shall issue a formal response to the grievance within fourteen (14) calendar days of the meeting.

Step 3: Failing satisfactory settlement at Step 2, the Union may request that the grievance be reviewed by the Superintendent of Schools. Such requests must be submitted to the Superintendent of Schools within fourteen (14) calendar days of receiving the Step 2 response. The Superintendent of Schools, or a Designate (such as an Assistant Superintendent or Executive Director), shall issue a formal response within twenty-one (21) calendar days of receiving the request.

Step 4: After receiving the decision of the Superintendent of Schools or Designate, under Step 3 above, and failing satisfactory settlement, within fourteen (14) calendar

days either party may request that a Mediator be appointed to meet with the parties. The parties must mutually agree to non-binding mediation for it to proceed. If one party rejects the request for mediation, they must advise the other party within fourteen (14) calendar days of the request.

- (i) The purpose of the mediator is to investigate and define the issues in dispute and facilitate a resolution.
- (ii) The Mediator shall be appointed by mutual agreement between the parties.
- (iii) The purpose of the mediator's involvement in the grievance process is to assist the parties in reaching a resolution of the dispute, and anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged. During the proceedings, the parties shall fully disclose all materials and information relevant to the issue(s) in dispute.
- (iv) The expenses of the Mediator shall be equally borne by both parties.
- (v) The grievance may be resolved by mutual agreement between the parties. Within fourteen (14) calendar 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.

Step 5: Failing satisfactory settlement under Step 2, Step 3 and/or Step 4, either party may, within fourteen (14) calendar days following the response of the District and/or the Mediator, request in writing the establishment of an Arbitration Board to resolve the dispute as provided in the Labour Relations Code.

- (b) The Union, through its representatives, shall have the right to originate a complaint for an employee or group of employees and seek redress of such complaint with the Employer in the manner provided in the grievance procedure.
- (c) The Employer shall have the right to originate its own grievance and seek redress of such complaint with the Union. The Superintendent of Schools will submit a written statement of the particulars of the complaint and proposed redress to the Union executive. The Superintendent of Schools, or a Designate, and the Union Executive shall meet within twenty-one (21) calendar days in an attempt to arrive at a satisfactory settlement of such complaint. The Union shall have fourteen (14) calendar days following such meeting within which to provide a written decision to the Superintendent of Schools. Failing satisfactory settlement, the Superintendent of Schools may, within fourteen (14) calendar days, request the establishment of an Arbitration Board to resolve the dispute as provided in the Labour Relations Code.
- (d) Nothing in this article shall prevent the parties from mutually agreeing, in writing, to extend the time limitations contained in the grievance procedure; however, the time limits stipulated are mandatory failing mutual agreement to extend them. If the respondent fails to comply with the time limits, the grievance will automatically move to the next step on the day following the expiry of the particular time limit. If the

grievor fails to comply with the time limits, the grievance shall be deemed to be at an end.

23. DURATION AND TERMINATION

- * (a) This agreement shall be in full force and effect as of September 1, 2017, and continue in full force and effect through August 31, 2020, and from year to year thereafter as hereinafter provided.
- (b) Either party to the agreement desiring to amend or terminate this agreement on August 31st of any subsequent year shall give notice in writing to the other party not less than sixty (60) days or more than one hundred twenty (120) days prior to such anniversary date.
- (c) If notice to negotiate, following any notice to terminate, has been given by either party prior to the date of such termination, or if notice to amend has been given by either party, this agreement shall remain in full force and effect until a new agreement has been reached, or until the expiration of 72 hours after notice of strike or lockout has been served by either of the parties, whichever shall occur first.
- (d) The two parties to the agreement may, at any time, mutually agree to revisions to this agreement. Any revisions mutually agreed upon shall be in writing and be signed by authorized representatives of the parties to the agreement.

24. WAGES

Tradesmen

The following rates will be paid effective:	Sept 1/17	Sept 1/18	Sept 1/19
Asbestos Abater	\$29.57	\$29.57	\$29.94
Appliance & Refrigeration & Air-conditioning Mechanic	\$40.23	\$40.23	\$40.73
Appliance Service Technician	\$39.68	\$39.68	\$40.18
Carpenter	\$38.08	\$38.08	\$38.56
Concrete Finisher	\$36.49	\$36.49	\$36.95
Communication Technician	\$40.23	\$40.23	\$40.73
Custodial Equipment Repair Tech	\$31.56	\$31.56	\$31.95
Drapery and Blind Repair Mechanic	\$32.78	\$32.78	\$33.19
Electrician	\$40.23	\$40.23	\$40.73
Electronics Technician	\$40.23	\$40.23	\$40.73

Floorcovering Installer	\$36.29	\$36.29	\$36.74
Glazier	\$37.80	\$37.80	\$38.27
Instrument Technician	\$40.23	\$40.23	\$40.73
Insulator	\$34.10	\$34.10	\$34.53
Locksmith	\$38.08	\$38.08	\$38.56
Machinist/Millwright	\$40.37	\$40.37	\$40.87
Motor Mechanic	\$39.68	\$39.68	\$40.18
Musical Instrument Repair Technician	\$36.27	\$36.27	\$36.72
Painter	\$36.29	\$36.29	\$36.74
Painter (Sign)	\$38.04	\$38.04	\$38.52
Painter (Spray)	\$38.76	\$38.76	\$39.24
Plasterer	\$38.76	\$38.76	\$39.24
Plumber/Steamfitter/Gasfitter	\$39.96	\$39.96	\$40.46
Rofer	\$36.86	\$36.86	\$37.32
Security/Communication Technologist	\$40.23	\$40.23	\$40.73
Sheet Metal Worker	\$40.42	\$40.42	\$40.93
Small Engine Mechanic	\$32.78	\$32.78	\$33.19
Warehouse Receiver	\$29.57	\$29.57	\$29.94
Warehouse Worker	\$28.72	\$28.72	\$29.08
Welder	\$40.34	\$40.34	\$40.84
B Pressure Welder	\$40.90	\$40.90	\$41.41

per hour.

- (a) (i) Each trade Foreman shall be paid:

September 1, 2017	September 1, 2018	September 1, 2019
\$5.11	\$5.11	\$5.17

per hour over and above the rate to the highest paid tradesman that the Foreman supervises.

Assistant Foremen and Foremen required to obtain building permits shall be paid an additional:

September 1, 2017	September 1, 2018	September 1, 2019
11 cents	11 cents	11 cents

per hour.

- (ii) Painters will only receive spray painter or sign painter salary rates when so employed.
- (iii) Where the Employer requires more than one trade certificate, the employee will be paid a bonus of:

September 1, 2017	September 1, 2018	September 1, 2019
\$1.02	\$1.02	\$1.03

per hour.

- (iv) Staff required to operate a truck with air brakes and/or operators of front end loaders will be paid at:

September 1, 2017	September 1, 2018	September 1, 2019
\$30.41	\$30.41	\$30.79

per hour.

(b) **Maintenance Workers**

	Sept 1/17	Sept 1/18	Sept 1/19
MAINTENANCE WORKER I	\$20.21	\$20.21	\$20.46
<i>AFTER STAFF BECOME PERMANENT</i>	\$23.38	\$23.38	\$23.67
MAINTENANCE WORKER II	\$28.72	\$28.72	\$29.08
MAINTENANCE WORKER III	\$29.57	\$29.57	\$29.94

per hour.

- (i) **Maintenance Worker I**
This category includes all new maintenance staff regardless of the duties they are required to perform, except that Maintenance Workers I will be paid as Maintenance Workers II while driving trucks or tractors.

Maintenance Worker II

After 24 months of accumulated service, staff will be placed at the Maintenance Worker II level. At this level, incumbents perform semi-skilled work in a variety of assignments.

Maintenance Worker III

This is skilled work performed in a variety of assignments and/or work requiring the application of definable skills. Previous training and/or experience is required. Positions at this level are Storesperson, Dispatcher, Tool Crib Attendant, Maintenance Worker Charge Hand, Shipper/Receiver, Filter Person and Shop Clerk.

- (ii) Non-trades Foremen shall be paid an hourly rate of:

September 1, 2017	September 1, 2018	September 1, 2019
\$40.73	\$40.73	\$41.24

- (iii) Non-trades Assistant Foremen shall be paid an hourly rate of:

September 1, 2017	September 1, 2018	September 1, 2019
\$33.81	\$33.81	\$34.23

- (iv) Senior Storesperson shall be paid an hourly rate of:

September 1, 2017	September 1, 2018	September 1, 2019
\$32.28	\$32.28	\$32.68

- (v) Warehouse Foremen shall be paid an hourly rate of:

September 1, 2017	September 1, 2018	September 1, 2019
\$36.84	\$36.84	\$37.30

- (c) (i) Employees will be paid by direct deposit to the financial institution of the employee's choice, every second Friday or the preceding working day in the event that a pay day falls on a statutory or board-declared holiday.
- (ii) The hourly wage rates paid will be calculated to the nearest one cent per hour.

25. ADVANCE ON EXPENSES

- (a) Employees covered by this agreement will be paid an Advance on Expenses if they are instructed by the foreman to use their vehicles to transport Employer tools, equipment and material for the purpose of Employer business.

Advance on Expenses will be:

September 1, 2017	September 1, 2018	September 1, 2019
\$408.37	\$408.37	\$413.47

Trailer and Equipment Towing:

September 1, 2017	September 1, 2018	September 1, 2019
\$84.04	\$84.04	\$85.09

Full-City Coverage:

September 1, 2017	September 1, 2018	September 1, 2019
\$101.79	\$101.79	\$103.06

Prior to the amendment of the Advance on Expenses category of any employee, the proposed change will be communicated in writing to that employee.

Increases to this advance on expenses will be consistent with the date and amount of increases to the wages in Article 24.

- (b) An Advance on Expenses will be paid in arrears on the last day of each bi-weekly period as per Article 24(c)(i).
- (c)
 - (i) A Floater Allowance may be approved for employees temporarily replacing other employees in receipt of an advance on expenses during their absence on vacations or illness. The rate of the Floater Allowance paid to the replacement will be at the same rate as the employee being replaced.
 - (ii) A flat rate of:

September 1, 2017	September 1, 2018	September 1, 2019
\$244.14	\$244.14	\$247.19

per week may be approved for employees required to use their vehicles on behalf of the Employer for short periods of time or for special projects. The flat rate will apply for each period of one week or less.

Increases to this advance on expenses will be consistent with the date and amount of increases to the wages in Article 24.

- (d) Advance on Expenses will continue to be paid to employees during periods of vacation. Advance on Expenses paid to those employees absent through illness, disability or accident whether or not covered by Workers Compensation will cease after a period of 30 (thirty) calendar days.
- (e) Employees in receipt of an Advance on Expenses who consider they are not in a proper category of allowance may apply for consideration and reclassification.

26. FOOTWEAR AND CLOTHING ALLOWANCE

Upon proof of purchase, permanent employees shall be reimbursed up to the amounts set out below every two (2) years for the cost of CSA approved safety footwear or work related clothing as approved by the Employer. To be eligible for reimbursement, employees must have been actively at work at any time during the two (2) year period. Two (2) year periods shall begin on September 1st of an even numbered year and end two (2) years hence.

Increases to this allowance will be consistent with the date and amount of increases to the wages in Article 24.

September 1, 2017	September 1, 2018	September 1, 2019
\$325.52	\$325.52	\$329.59

27. RESIDENT MAINTENANCE TRADESMAN

It is agreed by the parties to this agreement that in the event the Employer establishes positions of “Resident Tradesmen,” the following shall be the Terms of Reference for these positions.

(a) Responsibilities

This position will be a secondment by the Maintenance Department to work in an individual school at the discretion of the Principal of that school for such time as the Principal shall require.

The person in this position will be responsible for the repair of interior architectural components of schools, manufacture of furniture and mill work and minor painting related to these tasks.

The responsibility shall not include maintenance of electric or mechanical systems in the school unless the person also has the trade qualifications of these areas.

(b) Qualifications

This person will be employed within the Maintenance bargaining unit and will be selected by the Principal of the school in accordance with the procedures contained in the collective agreement and with the concurrence of the Maintenance Department. The person must have a trade certificate as a carpenter and may also possess similar certification in other trades.

(c) Wages

The wage rates contained in the current collective agreement with CUPE Local 784 will apply to this position and the employee will receive the highest rate pertaining to the trade certification that the employee possesses.

Letter of Understanding

Employees who feel they are recipients of any form of harassment are encouraged to use the provisions of Edmonton Public School Board Policies and Administrative Regulations. Employees who wish to make a complaint are required to use the processes outlined in the Board policies and regulations.

*

Letter of Understanding
Vacation Scheduling

Within ninety (90) days of ratification, the District and the Local shall meet to review the vacation scheduling processes set out in Article 9(e).

The parties can choose to:

- mutually agree to make no changes; or
- mutually agree to amend the collective agreement vacation scheduling processes, or
- if unable to reach mutual agreement on changes, amend collective agreement vacation scheduling processes as follows:

Article 9(e)

All employees shall take their vacation at the discretion of the Board. Seniority within a trade will be the determining factor in approving vacation for requests submitted by March 1st of each year for the following twelve (12) months.

Vacation requests submitted after March 1st shall be considered on a first come, first served basis; except when multiple requests for vacation in a trade originate on the same date, in which case seniority will be the determining factor.

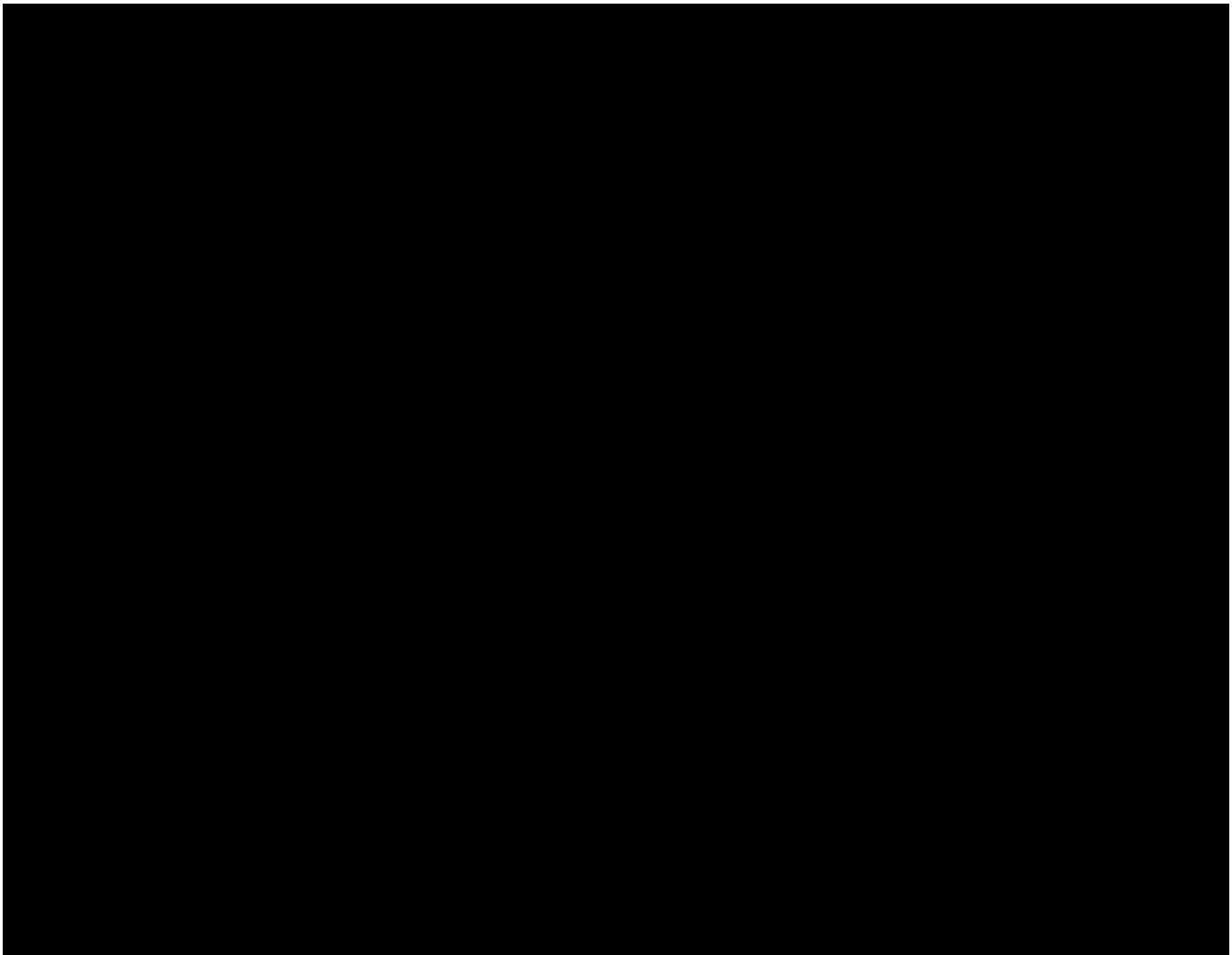
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Letter of Understanding

Upon ratification all employees shall have one day added to their total accrued vacation.

CONSTRUCTION AND MAINTENANCE
EMPLOYEES CUPE UNION LOCAL 784

BOARD OF TRUSTEES
EDMONTON SCHOOL DISTRICT NO. 7



Signed this 11th day of April, 2018

/mm