

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE BOARD OF TRUSTEES OF THE PARKLAND SCHOOL DIVISION ("Parkland")**

**AND**

**IUOE LOCAL 955 ("The Union")**

**WHEREAS** the communities of Mikisew Cree First Nation, Athabasca Chipewyan First Nation and the Fort Chipewyan Métis Association are currently developing a community-based education authority in the Fort Chipewyan area;

**WHEREAS** the Northland School Division ("Northland") provided educational services and programming to the students living within the Fort Chipewyan area ("Students") at the Athabasca Delta Community School ("School");

**WHEREAS** effective the start of the 2022-2023 school year, and more specifically the first (1<sup>st</sup>) day of September 2022 ("Start Date"), for a five-year period up to and including the 2026-2027 school year, Parkland will serve as the interim school authority and the resident school board for the Students within the Fort Chipewyan area;

**WHEREAS** Northland non-school based employees ("Covered Employees") were not a member of a bargaining unit;

**WHEREAS** effective the Start Date and until Parkland is no longer the Operating Authority as determined by the Minister of Education, Parkland shall recognize those Covered Employees who previously worked for Northland ("Existing Employee") and have continued as employees of Parkland as bargaining unit employees under Alberta Labour Relations Board Certificate No. 52-95. Specifically, this LOU recognizes those employees as defined by the Collective Agreement as members of the bargaining unit;

**WHEREAS**, subject to the terms set out in this Letter of Understanding, Parkland shall continue to administer, interpret and apply its policies and procedures in relation to the existing Covered Employees and any new Covered Employees, as amended from time to time;

**WHEREAS** Parkland and the International Union of Operating Engineers, Local Union No. 955 ("Union") wish to set out their mutual understanding of the employment arrangement for the Covered Employees who shall be employed by the Parkland effective the Start Date and any subsequently hired Covered Employees;

Due to the unique and interim circumstance of the expanded bargaining unit, the following provisions and/or adjustments to the application of the Collective Agreement between Parkland and the Union ("Collective Agreement") will apply. **Unless otherwise noted, all other Articles of the Collective Agreement will be in affect:**

1. The Existing Employee shall be subject to the following terms with Parkland effective the Start Date. It is the intent of the Parties that all and any rights under the current employment contract between the Existing Employee and Northland shall be continued under this Letter of Understanding between the Union and Parkland.
2. The policies and procedures of Parkland apply to the Covered Employees. However, to the extent any Northland policy or procedure, that existed on/at the Start Date, is more beneficial than a similar policy or procedure provided for employees at Parkland, the Northland policy or procedure shall apply where possible and reasonably practicable and to the extent of the more beneficial aspect/component.
3. Where applicable, Covered Employees may be split into two or more Classifications. Specifically, for the Existing Employee, the following division of hours and tasks will apply:
  - Maintenance Service Worker 1- \$26.74/hr. at thirty-two (32) hours per week.
  - Custodian- \$23.15/hr. at seven (7) hours per week.
  - The above supersedes 'Schedule A- Hourly Wages' of the Collective Agreement.Any variation from the above will be made in consultation with the Union and Parkland.
4. Any Covered Employee(s) would receive Northern Location Allowance:
  - \$3445.47 per annum, subject to amendments from time to time.
  - Any Covered Employee shall receive the Northern Location Allowance that other employees, bargaining units, or employee groups receive.
5. The Existing Employee shall receive the following a Vacation Allocation of:
  - Twenty-five (25) days per year.
  - Note: Vacation is pro-rated based on a partial year of service and supersedes Article 18.02 of the CBA.
  - Future covered employees will receive vacation entitlement as per article 18 of the collective agreement.
6. Covered Employee(s) shall receive benefits through the Alberta School Employee Benefit (ASEBP) Plan. These benefits will be the same as other employee and employee groups employed by Parkland within Fort Chipewyan. These benefits include:
  - Life/Accidental Death and Disbursement;
  - Contributions to the Local Authorities Pension Plan;
  - 100% of premiums are paid by Parkland School Division; and
  - The Covered Employee(s) receives a Health Spending Account of \$744 in alignment with other employees and employee groups in Fort Chipewyan.

7. The Covered Employee(s) shall receive Bereavement Leave:
  - Five (5) days for the death of an immediate family member will be granted. This supersedes Article 16.02.
  - Articles 16.03, 16.4, and 16.07 of the Collective Agreement will be recognized.
  
8. Seniority:
  - Seniority for bargaining unit Employees employed at Athabasca Delta Community School (ADCS) shall apply school wide only. Due to the interim nature of the bargaining unit status, seniority will not transfer to other schools within the bargaining unit for the purpose of employment opportunities. (Related Articles: 11:04, 14.01, 14.02, 14.03, 14.04)
  
9. Leave for Special Circumstances:
  - Three (3) days for critical illness of an immediate family member with pay, per year. An additional two (2) days per year may be taken from the Employees Sick Bank. This supersedes Article 17.05.
  - Three (3) days for illness of an immediate family member with pay.
  
10. Other provisions:
  - Article 17.16 and 17.17 shall apply to Covered Employees.
  
11. Parkland will consult with the Union, or the Union will consult with, Parkland, about any additional changes that may need to be made for consistency purposes and any such changes shall only apply to the Fort Chipewyan Staff and Covered Members if agreed to by both parties.
  
12. The Parties agree that this Letter of Understanding shall remain in effect for the duration of the 2018-2023 Collective Agreement between Parkland and the Union, unless otherwise agreed to in writing by them subject to any amendments to this Letter of Understanding (LOU) as collectively bargained and agreed to by the Parties during collective bargaining.

**For Parkland School Division:**

**For the International Union of Operating  
Engineers, Local 955:**



Shauna Boyce, Superintendent of Schools



Delanee Daviau, Business Agent