

# COLLECTIVE AGREEMENT

BETWEEN



**GOLDEN HILLS SCHOOL DIVISION**

AND

**CUPE** / *Canadian Union  
of Public Employees*

**LOCAL 2347**

SEPTEMBER 1, 2020 TO AUGUST 31, 2024

  
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Professional Employees  
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THIS AGREEMENT

BETWEEN

GOLDEN HILLS SCHOOL DIVISION  
(hereinafter called the "Employer")

OF THE FIRST PART

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2347  
(hereinafter called the "Union")

OF THE SECOND PART

**ARTICLE 1 - PREAMBLE**

WHEREAS it is the desire of both parties to this Agreement:

- 1.1 To maintain the existing harmonious relations of employment between the Employer and the Union.
- 1.2 To recognize the mutual value of joint discussion and negotiations in matters pertaining to working conditions, hours of work, and scale of wages referred to in the Agreement.
- 1.3 To encourage efficiency in operation and safe working conditions.
- 1.4 To promote the morale, wellbeing and security of all the Employees in the bargaining unit.

AND WHEREAS it is desirable that methods of bargaining and matters pertaining to the working conditions of the Employee, as defined by the Alberta Labour Relations Board Certificate No. 136-95, be drawn up in this Agreement.

It is agreed as follows:

**ARTICLE 2 - RECOGNITION**

- 2.1 The Employer is defined as the Board of Trustees of the Golden Hills School Division or its designated agents or administrators.

- 2.2 Under the terms of the Certificate No. 136-95 granted under the Labour Relations Code, the Employer recognizes the Union as the sole collective bargaining agency for all support staff Employees in Drumheller excluding custodial personnel and bus drivers, and hereby consents and agrees to negotiate with the Union, or any authorized committee thereof, and in matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.
- 2.3 No Employees under Certificate No. 136-95 shall be required to, or permitted to, make any written or verbal agreement that conflicts with the terms of this Agreement.
- 2.4 Employees of the Employer whose jobs are not in the bargaining unit shall not work (on a regular basis) on any jobs or carry out any duties normally done by members of the bargaining unit.

### **ARTICLE 3 - DEFINITIONS**

- 3.1 The term "Permanent Employee" denotes all Employees falling within the scope of this Agreement who are employed in a Full-time or Part-time position of a continuing nature, and who have successfully completed their probationary periods. Unless otherwise qualified, the word "Employee" shall mean a "Permanent Employee".
- 3.2 A "Permanent Part-time Employee" is a person who normally works on a regular basis a lesser number of hours than provided for in the present Agreement but more than one-third ( $\frac{1}{3}$ ) of the weekly normal hours averaged over a four (4) week period. A Permanent Part-time Employee shall be entitled to those benefits of this Agreement on a pro-rata basis.
- 3.3 A "Permanent Full-time Employee" is a person who normally works on a regular basis the number of hours as per Article 13.
- 3.4 A "Casual Employees" is one called in occasionally or intermittently by the Employer to replace any Employee or to supplement regular staff coverage in situations of unforeseen staff shortage or emergencies. Every reasonable effort will be made to contact Employees on the recall list prior to accessing Casual Employees. A "Casual Employee" shall be entitled to those benefits of this Agreement, except sick leave and seniority, on a pro-rated basis where the carrier permits. A "Casual Employee" shall advance from Start Rate to After One Year Rate as set out in the Salaries Appendix upon completion of the equivalent of one year's total hours as defined in Article 13. After thirty (30) days of consecutive service with the Employer, at the same location, Casual Employees shall be eligible to participate in all scheduled paid discretionary activities (i.e. staff meetings, professional development days) within their duration of their consecutive service.



### 3.5 Probationary Period

All new Employees hired into a permanent position shall be on a period of probation for three (3) working months of employment. Prior to the completion of the probationary period, the Employer shall conduct a performance review, and copies of this review will be provided to the Employee upon completion. Based on the outcome of the performance review, the Employer may extend the probationary period to an additional maximum of three (3) additional working months. The Employer shall not extend the probationary period due to an inability or negligence to conduct a performance evaluation during the allotted time.

The services of an Employee on probation may be terminated at any time by the Employer. During the probationary period the Employee shall be covered by the Collective Agreement but shall have no recourse to the grievance procedure if terminated by the Employer during the probationary period.

### 3.6 Transfer of Function

Refers to a process where parents (or other in-house consultants), with a doctor's note/approval, train staff members in a timely fashion to perform an essential procedure on a child. An essential procedure is a physical-prescribed procedure that must be scheduled for administration to a student during regular school hours and that is necessary for the student's health or well-being and that is normally administered by a parent or guardian (not a health professional). It includes procedures like response to asthmatic attacks, anaphylaxis, blood glucose monitoring, response to low blood sugar emergencies, administration of oxygen, etc.

### 3.7 Recall List

A list of laid off Employees (either Permanent Full-time or Permanent Part time) awaiting a position with the Employer.

## **ARTICLE 4 – NO DISCRIMINATION OR HARASSMENT**

4.1 Both Parties agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any Employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoffs, recall, discipline, discharge, or otherwise by reason of age, race, religious beliefs, colour, gender, gender identity, gender expression, physical disability, mental disability, ancestry, place of origin, marital status, source of income, family status or sexual orientation.

4.2 The Parties acknowledge a shared responsibility to prevent discriminatory action and/or harassment and promote a safe, abuse-free working environment. The Parties agree that this Article shall be administered under the *Alberta Occupational Health and Safety Act, Regulation or Code*, as applicable.

## **ARTICLE 5 - UNION SECURITY**

- 5.1 All present members shall remain members, and all new Employees shall become members of the Union within thirty (30) working days of beginning employment with the Employer.
- 5.2 The Union shall, in writing, inform the Employer's Secretary-Treasurer of the amounts of Union dues established by the Union from time to time.
- 5.3 The Employer shall deduct the required dues, initiation fees or assessments levied by the Union as established in clause 5.2, from the Employee's salary. The dues check-off list shall include each Employee's name, home address, personal phone number(s), personal email address, position, school location, total gross earnings for the month and total dues check off.
- 5.4 The Employer shall remit the collected dues to the National Secretary-Treasurer of the Canadian Union of Public Employees accompanied by a list of names of the Employees from whose wages the deductions have been made, the amount deducted from each Employee and the pay period covered by the deduction. This list will at the same time be provided to the Treasurer of the Local.

## **ARTICLE 6 - MANAGEMENT RIGHTS**

- 6.1 The Employer, on its own behalf and on behalf of the electors of the school jurisdiction, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in by the Laws of the Province of Alberta and including all those historical, traditional and residual rights of management not specifically limited by the expressed terms within this Agreement.

## **ARTICLE 7 - INTERVIEWING OPPORTUNITY**

- 7.1 A representative of the Union shall be given the opportunity to interview each new Employee within regular working hours and without loss of pay for a maximum of thirty (30) minutes during the first month of employment during the last thirty (30) minutes of the Employee's working day, for the purpose of discussing with the new Employee the benefits and duties of Union membership and their responsibilities and obligation to the Employer and the Union. This interview shall be conducted at a mutually agreed upon time with the supervisor and at the least disruptive time to the operation of the schools.

## **ARTICLE 8 - NO CESSATION OF DUTIES**

- 8.1 During the term of this Agreement, there shall be no strikes or disruption of duties taken by the Union or by any of its members against the Employer nor shall there be any lockouts taken by the Employer.



## ARTICLE 9 - SENIORITY

- 9.1 Seniority is defined as the length of service in the bargaining unit commencing the first day of employment with the Board in a permanent position (Part-time or Full-time), upon successful completion of the probationary period. (Start date in a permanent position is the date used for seniority purposes.)

Seniority shall be one of the factors used in determining preference or priority for promotions, transfers, demotions and layoffs. Seniority shall be applied on a bargaining unit wide basis.

### 9.2 Seniority List

An up-to-date seniority list shall be sent to the Union in January each year. Any errors shall be reported to the Union President within thirty (30) calendar days. Upon proof of error, the Board will immediately revise the seniority list. Copies of the seniority list and revisions shall be forwarded to the Union simultaneously.

### 9.3 Loss of Seniority

If an Employee is absent from work because of sickness, accident, lay-off or leave of absence approved by the Employer, the Employee shall not lose seniority rights. An Employee shall lose their seniority only in the event of:

- (a) discharge for just cause;
- (b) resignation in writing;
- (c) a continuous lay-off in excess of twelve (12) consecutive months;
- (d) retirement from the employ of the Board;
- (e) If on the recall list fails to return to work after seven (7) calendar days of being notified by phone, or in writing (email or letter), unless through sickness or other just cause. The Employer shall provide a contact information form to the Employee along with the layoff notice.

### 9.4 Employee Responsibilities

It will be the responsibility of the Employee to keep the Board informed of the Employee's contact information including phone number(s), mailing address and email address. If the Employee fails to do this, the Board will not be responsible for failure of a notice (as per 9.3) to reach such an Employee.

## ARTICLE 10 - LAY-OFFS AND RECALL

### 10.1 Role of Seniority in Lay-Offs

- (a) The Board recognizes the value of long service in the provision of quality education. Where a staff reduction is necessitated, the representatives of the Board shall review the staff reassignment options, including lay-off.
- (b) Taking into account the necessary qualifications, including education, knowledge, skills, abilities over and above "Transfer of Function" and seniority of the staff in that classification; the representatives of the board and the Union will meet to review the staffing options. Where resolution is not possible, and layoffs are required, the following sections, (c), (d) (e), and (f) will apply.
- (c) A lay-off notice will be issued to the least senior person in the classifications(s) within each location(s).
- (d) The laid off Employee may displace the least senior Employee for which the laid off Employee is qualified (education, knowledge, skills, and abilities) within any location. The laid off Employee may generally only displace one position (i.e. maximum one Part-time or one Full-time assignment.); the Board agrees to make reasonable efforts based on scheduling to ensure Full-time hours or Part-time hours are maintained in the bumping process.
- (e) The Employee shall have seven (7) calendar days from the date of layoff notification to indicate their decision, by email, to Human Resources. (A meeting may occur between the Employee, a Union representative and Human Resources.) An Employee who chooses not to displace another Employee shall not lose their seniority.
- (f) The displaced Employee has the same options as set out in (d).

### 10.2 Recall Procedure

Employees on lay-off shall be notified of all vacancies by phone and e-mail and be entitled to apply in accordance with Article 11. No new Employee shall be hired until those laid off, with the necessary qualifications, including education, knowledge, skills and ability has been given the opportunity of recall.

### 10.3 Advance Notice of Lay-Off

The Employer shall notify Employees who are to be laid off according to the requirements of the Alberta Employment Standards Code:

- (i) 1 week, if the Employee has been employed by the Employer for more than 3 months, but less than 2 years,
- (ii) 2 weeks, if the Employee has been employed by the Employer for 2 years or more but less than 4 years;
- (iii) 4 weeks, if the Employee has been employed by the Employer for 4 years or more but less than 6 years;



- (iv) 5 weeks, if the Employee has been employed by the Employer for 6 years or more but less than 8 years;
- (v) 6 weeks, if the Employee has been employed by the Employer for 8 years or more but less than 10 years; or
- (vi) 8 weeks, if the Employee has been employed by the Employer for 10 years or more.

In the event of a strike by another bargaining unit within this school jurisdiction, three (3) days notice would be required when laying off Employees. Laying off would be without pay.

#### 10.4 Continuation of Entitlements

During a lay-off, Employees shall maintain, but not accrue, all previously earned entitlements and service credits. Benefit package not included.

#### 10.5 Staffing Allocation Decisions

The Board shall provide notification to the Union when it is determined that budget decisions will affect the terms and conditions of employment of any member of the bargaining unit for the upcoming school year as soon as reasonably possible after the staffing allocations have been finalized.

### **ARTICLE 11 - VACANCIES AND NEW POSITIONS**

#### 11.1 Job Postings

When a vacancy occurs, or a new position is created inside the bargaining unit, the Employer shall notify the Recording Secretary of the Union in writing and post notice of the position on all staff designated CUPE bulletin boards and disseminate to all Employees (including those on the recall list) via email, for a minimum of one week, so that all members will know about the vacancy or new position. All positions shall be posted internally for a minimum of three (3) days prior to being posted externally. Postings that occur during all scheduled school breaks shall remain open for internal bid for a minimum of seven (7) calendar days.

#### 11.2 Information in Postings

The posting shall contain information regarding the nature of the position, necessary qualifications, including education, knowledge, skills and abilities. In addition compensation, hours of work, location and closing date for applications shall be noted. Such qualifications may not be established in an arbitrary or discriminatory manner.

#### 11.3 Role of Seniority in Filling Vacancies & New Positions

In filling vacancies and new positions, appointment shall be made of the applicant having the greatest seniority and the necessary qualifications including education, knowledge, skills and ability.

#### 11.4 Trial Period

- (a) The successful applicant shall be allowed a trial period of three (3) months from the date of appointment. Conditional on satisfactory service, the Employee shall be declared Regular after the period of three (3) months. In the event the successful applicant proves unsatisfactory in the position during the trial period or if the Employee is unable to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate and without loss of seniority. Any other Employee promoted or transferred because of the reassignment of positions shall also be reassigned to their former position at their former wage rate without loss of seniority.
- (b) By mutual agreement between the Union and the Board, the trial period may be extended, one time, by a maximum of thirty (30) working days.

### **ARTICLE 12 - DISCHARGE, SUSPENSION AND DISCIPLINE**

#### 12.1 Procedure

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

- (a) An Employee may be dismissed, but only for just cause, and only upon the authority of the Employer, as defined in this Agreement. The Employer shall advise the Employee in writing the reasons for discharge following the discharge.
- (b) The Employer may suspend an Employee. The Employee and the Union shall be advised promptly in writing by the Employer of the reason for the suspension. Failure to conform to the requirements of this clause shall render the suspension null and void.

12.2 An Employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 22, Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.

#### 12.3 Warning

Whenever the Employer or their authorized agent deem it necessary to censure an Employee, in a manner indicating that dismissal or discipline may follow any further infraction or may follow if such Employee fails to bring their work up to a required standard by a given date, the Employer shall, within ten (10) working days thereafter, give written particulars of such censure to the Secretary of the Union, with a copy to the Employee involved.



#### 12.4 Adverse Report

The Employer shall notify an Employee in writing of any expression of dissatisfaction concerning their work within ten (10) working days of the event of the complaint, with copies to the Union and to the CUPE Representative. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of their record for use against them in regards to discharge, discipline, promotion, demotion, or other related matters. This article shall be applicable to any complaint or accusation which may be detrimental to any Employee's advancement or standing with the Employer, whether or not it relates to their work. The Employee's reply to such complaint, accusation, or expression of dissatisfaction shall become part of their record. The records of a complaint against an Employee shall be destroyed after twenty-four (24) months provided that no subsequent letters of reprimand or adverse reports are issued to the Employee during that period.

12.5 Performance evaluations completed as an on-going appraisal of an Employee shall form a part of the Employee's permanent record.

### **ARTICLE 13 - HOURS OF WORK**

13.1 The regularly scheduled work week for a Permanent Employee employed as an Education Program Assistant shall be six (6) hours and twenty (20) minutes per work day.

The regularly scheduled work week for a Permanent Employee employed as a Secretary shall be seven (7) hours and forty (40) minutes per work day.

13.2 The days of work shall be dispersed as per the table below:

Classification	Instructional Days	Statutory Holidays	Discretionary Days	Minimum Total Days
Education Program Assistant II (Non-Certificated)	Minimum of 176 days	10	6	192
Education Program Assistant I (Certificated)	Minimum of 176 days	10	6	192
Education Program Assistant Signing Aide	Minimum of 176 days	10	6	192
Secretary I	Minimum of 176 days	10	9	195
Secretary II	Minimum of 176 days	10	9	195

Note: Payment will be based on actual number of instructional days as per current school year's calendar with a guaranteed minimum of 176 days.



- 13.3 Discretionary Days are paid hours that are allocated to cover additional duties, professional development, meetings, extra supervision, school functions, emergent situations, etc. which do not fall within regular instructional days. The usage of such hours is generally planned at the beginning of the school year with the school-based administrator.

#### **ARTICLE 14 - OVERTIME**

- 14.1 The school principal shall approve all overtime requests in consultation with appropriate school division Central Office personnel.
- 14.2 Overtime at a rate 1½ times regular salary will be paid for all hours worked in excess of seven hours and forty minutes per day to a maximum of four (4) hours.
- 14.3 The overtime rate for hours worked in excess of the above shall be two (2) times the regular salary.
- 14.4 Instead of salary for overtime, an Employee, with the agreement of the school principal, may choose to receive time off at the appropriate overtime rate. The Employee and the school principal shall also mutually agree to the time at which the time off will be taken.

#### **ARTICLE 15 - STATUTORY HOLIDAYS**

- 15.1 The following shall be defined as Statutory Holidays:

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

and all general holidays proclaimed by the Province of Alberta and/or Government of Canada.

- 15.2 Employees are eligible for general holiday pay immediately upon employment.

An Employee is not entitled to general holiday pay if the Employee:

- (a) does not work on a general holiday when required or scheduled to do so, or
- (b) is absent from employment without the consent of the Employer on the Employee's last regular work day preceding, or the Employee's first regular work day following, a general holiday.

- 15.3 Where a Statutory Holiday falls on a Saturday or Sunday or on an Employee's day off and such day is not worked by the Employee, the Employee shall be entitled to take a regular day off in lieu of such holiday. Such day off shall be mutually agreed upon between the Employee and their supervisor and shall be taken not later than the end of the subsequent year vacation.
- 15.4 Where a statutory holiday falls at the beginning of a pay period in which the Employee has no earnings, payment for the holiday will be made in the next pay period in which the Employee has earnings.

## **ARTICLE 16 - VACATIONS**

- 16.1 All regular Employees and all regular Part-time Employees shall receive vacation pay with each monthly payroll in which they have earnings on the following basis:

Under 1 calendar year of service	4% of gross pay
Over 1 calendar year of service but less than 9 calendar years of service	6% of gross pay
Over 9 calendar years of service	8% of gross pay

16.2 **Casual Employees**

Casual Employees shall receive their vacation pay with each monthly payroll in which they have earnings. The rate shall be in accordance with Alberta Labour Standards regulation.

## **ARTICLE 17 - SICK LEAVE PROVISIONS**

17.1 **Sick Leave Defined**

Sick leave means the period of time an Employee is absent from work by virtue of being sick or disabled, or under examination or treatment of a physician, chiropractor, or dentist or because of an accident for which compensation is not payable under the Workers' Compensation Act.

17.2 **Sick Leave**

Sick Leave with pay will be granted on a pro-rata basis. Sick leave with pay will be granted on the basis of two (2) working days per working month cumulative to a maximum of ninety (90) calendar days for each Employee. An Employee shall apply for Long Term Disability benefits under the Alberta School Employee Benefit Program after ninety (90) calendar days.

### 17.3 Illness in the Family

Where no one other than the Employee can provide for the needs during illness of an immediate member of their family, an Employee shall be entitled, after notifying their supervisor, to use up to the maximum of two (2) accumulated sick leave days per illness for this purpose.

17.4 An Employee may be required to produce a certificate from a duly qualified Medical Practitioner for any illness, including illness under Article 17.3 certifying that such Employee, or a member of their immediate family, was under medical care and the Employee was unable to carry out their duties due to said illness.

### 17.5 Sick Leave During Lay-Off

When an Employee is laid off on account of lack of work, they shall not receive any sick leave credits for the period of such absence but shall retain their accumulative credit, if any, existing at the time of such lay-off.

### 17.6 Extension of Sick Leave

An Employee with more than one (1) year of service who has exhausted their sick leave credits may be allowed an extension of their sick leave to a maximum of fifteen (15) working days. Upon their return to duty, the Employee shall repay the extension of sick leave in full at the rate of one-half ( $\frac{1}{2}$ ) of their monthly accumulation. Should an Employee leave the employ of the Employer, for any reason, prior to the repayment of the extended sick leave benefit, the Employee shall have the balance of the sick leave deducted from their final pay cheque.

### 17.7 Sick Leave Records

Sick leave accrued to date will be provided on the monthly pay stub.

## **ARTICLE 18 - EMPLOYEE BENEFIT PLANS**

### 18.1 Eligibility

- (a) All Employees hired on or before June 14, 2011 shall be eligible for Employee Benefits covered by this Agreement for as long as they remain employed by the Division.
- (b) All Employees hired after June 14, 2011 who work point four six one five (0.4615) shall be eligible for Employee Benefits covered by this Agreement.



## 18.2 Extended Health Care

Participation in the Alberta School Employees Extended Health Care Plan 1, shall be available for all eligible Employees covered by this Agreement. For Employees whose working assignment is .6 or greater of a Full-time equivalent, the Employer shall contribute ninety percent (90%) of the monthly premium for this plan at all times, effective the month following signing of this Agreement. For Employees whose working assignment is below .6 of a Full-time equivalent, the Employer shall contribute seventy percent (70%) of the monthly premium for this plan at all times, effective the month following signing of this Agreement.

## 18.3 Life Insurance and Accidental Death and Dismemberment

All eligible Employees shall be covered under Schedule 2 or its equivalent of the Alberta School Employees Benefit Plan for Life Insurance and Accidental Death and Dismemberment. For Employees whose working assignment is point six (0.6) or greater of a Full-time equivalent, the Employer shall contribute ninety percent (90%) of the monthly premium for this plan at all times, effective the month following signing of this Agreement. For Employees whose working assignment is below point six (0.6) of a Full-time equivalent, the Employer shall contribute seventy percent (70%) of the monthly premium for this plan at all times, effective the month following signing of this Agreement.

## 18.4 Long Term Disability

All eligible Employees shall be covered by Long Term Disability benefits under Plan "D" of the Alberta School Employees Benefit Plan. For Employees whose working assignment is point six (0.6) or greater of a Full-time equivalent, the Employer shall contribute ninety percent (90%) of the monthly premium for this plan at all times, effective the month following signing of this Agreement. For Employees whose working assignment is below point six (0.6) of a Full-time equivalent, the Employer shall contribute seventy percent (70%) of the monthly premium for this plan at all times, effective the month following signing of this Agreement.

## 18.5 Dental

All Employees shall be covered by Dental Care benefits under Plan "3" of the Alberta School Employee Benefit Plan. For Employees whose working assignment is point six (0.6) or greater of a Full-time equivalent, the Employer shall contribute ninety percent (90%) of the monthly premium for this plan at all times, effective the month following signing of this Agreement. For Employees whose working assignment is below point six (0.6) of a Full-time equivalent, the Employer shall contribute seventy percent (70%) of the monthly premium for this plan at all times, effective the month following signing of this Agreement.

18.6 Vision Plan 3

All eligible Employees shall be covered under Vision Plan “3” of the Alberta School Employees Benefit Plan. For Employees whose working assignment is point six (0.6) or greater of a Full-time equivalent, the Employer shall contribute ninety percent (90%) of the monthly premium for this plan at all times, effective the month following signing of this Agreement. For Employees whose working assignment is below point six (0.6) of a Full-time equivalent, the Employer shall contribute seventy percent (70%) of the monthly premium for this plan at all times, effective the month following signing of this Agreement.

18.7 Pension Plan

The Local Authorities Pension Plan is applicable to Employees covered by this Agreement. Participation in the Plan shall be in accordance with the Local Authorities Pension Plan and its Regulations. Upon completion of one (1) calendar year of service, Employees working a minimum of fourteen (14) hours per week shall contribute to the LAPP. As permitted by the LAPP, the Employee may choose to buy back the first or probationary year of service. If the Employee exercises this option within five (5) years of completion of the first or probationary year, and while still employed, the Employer shall contribute the Employer’s portion of the cost.

**ARTICLE 19 - LEAVE OF ABSENCE**

19.1 The Employer agrees that where permission has been granted by the Employer to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance, they shall suffer no loss of pay for the time spent.

19.2 Compassionate Leave

Compassionate Leave will be prorated at the Employee’s Full-time equivalency. Compassionate Leave will be paid, with benefits and with no loss of service.

An Employee shall be granted a minimum of five (5) school days, for the death of:

- an Employee’s spouse,      brother,
- son or daughter,              sister,
- parent                              and parent of spouse,

and three (3) school days in the case of critical illness of:

- an Employee’s spouse,      brother,
- son or daughter,              sister,
- parent                              and parent of spouse.



An Employee shall be granted a minimum of three (3) school days for the death of:

an Employee's grandparent, grandchild, grandparent of spouse, sister-in-law, brother-in-law	daughter-in-law, or son-in-law, or other relative who is a member of the Employee's household.
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and three (3) school days in the case of critical illness of:

grandparent, grandchild, grandparent of spouse, sister-in-law,	brother-in-law, daughter-in-law, or son-in-law, or other relative who is a member of the Employee's household.
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Where the burial occurs a distance of four hundred (400) kilometers or more from the Employee's residence, such leave shall also include reasonable travelling time, not to exceed three (3) school days.

One-half (½) day shall be granted without loss of salary or wages to attend a funeral as a pallbearer provided such Employee has the approval of her Supervisor.

### 19.3 Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority or benefits to an Employee who as a result of a subpoena, must serve as a juror or witness in any court. The Employer shall pay such an Employee the difference between their normal earnings and the payment they receive for jury service or court witness, excluding payment for travelling, meals, or other expenses. The Employee will present proof of service and the amount of pay received. Time spent by an Employee required to serve as a court witness in any matter arising out of their employment with the Employer shall be considered as time worked at the appropriate rate of pay.

### 19.4 General Leave

The Employer shall grant leave of absence without pay and without loss of seniority where in the opinion of the Board, the requested leave is for good and sufficient cause. Such request shall be in writing.

### 19.5 Maternity/Parental Leave and Adoption Leave

The Employer and Employees agree to comply with the Employment Standards Code.

### 19.6 Personal Leave

Upon request to the Principal, the Employee shall be granted one (1) day personal leave per school year except where circumstances put such a leave in conflict with the interests of the school.



Employees shall be entitled to accumulate unused personal leave to a maximum of five (5) days which may be used in any one school year. Part-time Employee's allocation will be on a pro-rated basis.

## **ARTICLE 20 - PAYMENT OF WAGES**

### 20.1 Substitute Pay

If any class of Employee (Casual, Permanent Full-time or Permanent Part-time) substitutes on any job during the absence of another Employee, they shall receive the start rate for the job or their regular rate whichever is greater for the period of the substitution.

### 20.2 Conversion to Monthly Salary

The Employer shall pay salaries and wages monthly based on Schedule "A", attached hereto and forming part of this Agreement, and on the following formula:

Employee's hourly rate = a  
Hours of work per day = b  
Days of work in the year = c

(a) x (b) x (c) = Annual Salary

Annual Salary ÷ 12 = Monthly Salary

20.3 The Employer shall pay salaries and wages monthly in accordance with Schedule "A" attached hereto and forming part of this Agreement.

## **ARTICLE 21 - JOB SECURITY**

21.1 In the event that it becomes necessary to subcontract or lease any of the work or services presently being performed by any Employee covered under this Agreement, every effort will be made to absorb the Employees into other jobs.

## **ARTICLE 22 - GRIEVANCE PROCEDURE**

In this Article:

- (a) "Working Days" means the days on which Employees covered by this Agreement would normally work.
- (b) "Grievance" is defined as any difference or dispute between the Employer and any Employee(s) or between the Employer and the Union relating to the interpretation, application or administration of this Agreement, or an allegation that this Agreement has been violated.

- 22.1 The parties to this Agreement are agreed that it is of the utmost importance to settle grievances fairly and promptly.

At each formal step of the grievance procedure, a meeting will be held with the Employer, the Grievor, and a Union representative.

An Employee is entitled to Union representation at any step of the grievance procedure, and the Union has carriage of all grievances.

The Employer will endeavor to settle grievances within normal working hours providing operational and job duties permit.

All Employees aggrieved (or as may be agreed by the parties) shall have the right to be present at all steps of the Grievance Procedure, and if held during their scheduled working hours, shall suffer no loss of pay.

- 22.2 The time limits set out for the processing of grievances shall be adhered to except in the case of mutual agreement in writing to alter the time limits. Failure of an Employee or the Union or the Employer to act within the time limits prescribed herein shall mean the grievance is forfeited or processed to the next step, as the case may be.

Time limits will be waived for school closures and shall recommence on the first day that school recommences.

- 22.3 Informal

Step 1

Prior to submitting a written grievance, the Employee, with or without Union representation, will attempt to resolve the difference in consultation with their principal and/or the Supervisor of Human Resources within seven (7) working days of the incident giving rise to the difference.

Step 2

If the difference is not resolved at Step 1, prior to submitting a written grievance, the Employee, with Union representation, will attempt to resolve the difference in consultation with the Secretary-Treasurer and/or Associate Superintendent within fourteen (14) working days of the decision rendered in Step 1. The Secretary-Treasurer and/or Associate Superintendent, the Union and the Employee will meet to discuss the difference at a time and place suitable to both parties. The Secretary-Treasurer and/or Associate Superintendent will render their written response with rationale for the decision within ten (10) working days of this meeting.

- 22.4 Step 3 Formal Grievance

If the difference is not resolved at Step 2 the grievance will be submitted in writing by the Union to the Superintendent or designate within fourteen (14) working days of the decision in Step 2.



The nature of the grievance, the remedy sought and the Article(s) of the Agreement which are alleged to have been violated shall be set out in the grievance.

The Superintendent or designate will respond in writing to the grievance within ten (10) working days following the hearing.

#### 22.5 Mediation

If mutually agreed between the parties, within fourteen (14) working days of receiving the Step 3 response, the grievance may be referred to a third-party grievance mediator to assist to resolve the grievance prior to referring the grievance to Arbitration.

The cost of the mediator shall be shared equally between the Employer and the Union.

If mediation fails, the Union may refer the grievance to Arbitration within the time limits specified in the *Alberta Labour Relations Code*.

#### 22.6 Arbitration

In the event that the grievance is not resolved at either Step 3 or Mediation, the Union may refer the grievance to Arbitration in writing within thirty (30) days of the decision.

The recipient of the written notice specified in Step 3 or Mediation of the Grievance Procedure shall, within fifteen (15) days following receipt of said notice, inform the other party of the name of its appointee to the Arbitration Board.

If both parties agree a single arbitrator may hear the case, or;  
Each party shall appoint one (1) member as its representative on the arbitration board within seven (7) days of such notice, and the two (2) members shall endeavor to select an independent chairman within ten (10) working days.

The Arbitration Board shall have no power to add to, subtract from, or modify any of the terms of this Agreement, or any other terms made supplemental hereto, or to arbitrate any matter not specifically provided for by this Agreement, or to enter any new provisions into this Agreement.

22.7 Suspension or dismissal grievances shall commence at Step 2 of the grievance procedure.

22.8 After Step 2, replies to a grievance shall be in writing at all subsequent steps.

22.9 The Employer shall supply the necessary facilities for the grievance meeting.

### **ARTICLE 23 - TERM OF AGREEMENT**

23.1 This Agreement shall be binding and remain in effect from September 1, 2020 to August 31, 2024 and shall continue from year to year thereafter unless either party gives to the other party notice, in writing, that it wishes to commence collective bargaining.



- 23.2 However, any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.
- 23.3 (a) 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) days after notice is served the parties are required to commence negotiations for a renewal or revision of the Agreement. Both parties shall enter into negotiations in good faith and make every reasonable effort to enter into a Collective Agreement.
- (b) By mutual agreement the parties can agree to extend the thirty (30) days where circumstances prohibit a meeting within thirty (30) days.
- 23.4 This Collective Agreement shall continue in full force and effect until a new Collective Agreement has been executed, the right of the bargaining agent to represent the Employees is terminated or until the right to strike or lock-out arises.
- 23.5 Any revisions to the Collective Agreement, unless otherwise specified, apply retroactively to the effective date of the Agreement to all Employees who were or remain Employees of the Board.

**ARTICLE 24 - LABOUR MANAGEMENT COMMITTEE**

24.01 The parties agree to the formation of a Labour Management Committee consisting of not more than three (3) members each from Management and the Union for the purpose of maintaining communication between the parties on matters of mutual interest.

Such committee shall be collaborative in nature and shall meet at least two (2) times per school calendar year: once in the fall prior to November 30<sup>th</sup> and another in the spring no later than May 31<sup>st</sup>. Either party may request additional meetings. It is understood that this committee will not hear matters pertaining to grievances and collective bargaining.

Attendance at committee meetings for members of the Bargaining Unit shall be without loss of pay.

SIGNED ON BEHALF OF GOLDEN HILLS  
SCHOOL DIVISION

*Umesh Malik*  
*Judy Widdell*  
*Tahira Sabir*

Nov. 18, 2022  
DATE

SIGNED ON BEHALF OF CANADIAN UNION  
OF PUBLIC EMPLOYEES LOCAL 2347

*Raymond Neff*  
*Alec Ham*  
*Marquita McPhee*

Nov. 18, 2022  
DATE

**SCHEDULE A - WAGE GRID**

<b>Effective September 1, 2020 – 0%</b>						
<b>Description</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Educational Program Assistant II (Non-Certificated)	\$15.84	\$16.67	\$17.50	\$18.33	\$19.16	\$19.99
Educational Program Assistant I (Certificated)	\$17.83	\$18.69	\$19.53	\$20.38	\$21.23	\$22.06
Secretary I	\$18.51	\$19.35	\$20.17	\$21.01	\$21.84	\$22.70
Secretary II	\$16.80	\$17.64	\$18.50	\$19.35	\$20.18	\$21.01
Educational Program Assistant - Signing Aide	\$21.62	\$22.93	\$24.18	\$25.43	\$26.72	\$27.97

<b>Effective September 1, 2021 - 0%</b>						
<b>Description</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Educational Program Assistant II (Non-Certificated)	\$15.84	\$16.67	\$17.50	\$18.33	\$19.16	\$19.99
Educational Program Assistant I (Certificated)	\$17.83	\$18.69	\$19.53	\$20.38	\$21.23	\$22.06
Secretary I	\$18.51	\$19.35	\$20.17	\$21.01	\$21.84	\$22.70
Secretary II	\$16.80	\$17.64	\$18.50	\$19.35	\$20.18	\$21.01
Educational Program Assistant - Signing Aide	\$21.62	\$22.93	\$24.18	\$25.43	\$26.72	\$27.97

<b>Effective Date of Ratification, October 25, 2022– Market Correction</b>						
<b>Description</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Educational Program Assistant II (Non-Certificated)	\$16.63	\$17.50	\$18.38	\$19.25	\$20.12	\$20.99
Educational Program Assistant I (Certificated)	\$18.72	\$19.62	\$20.51	\$21.40	\$22.29	\$23.16
Secretary I	\$19.44	\$20.32	\$21.18	\$22.06	\$22.93	\$23.84
Secretary II	\$17.64	\$18.52	\$19.43	\$20.32	\$21.19	\$22.06
Educational Program Assistant - Signing Aide	\$21.62	\$22.93	\$24.18	\$25.43	\$26.72	\$27.97

<b>June 1, 2023– 1.25%</b>						
<b>Description</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Educational Program Assistant II (Non-Certificated)	\$16.84	\$17.72	\$18.61	\$19.49	\$20.37	\$21.25
Educational Program Assistant I (Certificated)	\$18.95	\$19.87	\$20.77	\$21.67	\$22.57	\$23.45
Secretary I	\$19.68	\$20.57	\$21.44	\$22.34	\$23.22	\$24.14
Secretary II	\$17.86	\$18.75	\$19.67	\$20.57	\$21.45	\$22.34
Educational Program Assistant - Signing Aide	\$21.89	\$23.22	\$24.48	\$25.75	\$27.05	\$28.32

<b>February 1, 2024– 1.5%</b>						
<b>Description</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Educational Program Assistant II (Non-Certificated)	\$17.09	\$17.98	\$18.89	\$19.78	\$20.68	\$21.57
Educational Program Assistant I (Certificated)	\$19.24	\$20.16	\$21.08	\$21.99	\$22.91	\$23.80
Secretary I	\$19.98	\$20.88	\$21.77	\$22.67	\$23.56	\$24.50
Secretary II	\$18.13	\$19.03	\$19.97	\$20.88	\$21.78	\$22.67
Educational Program Assistant - Signing Aide	\$22.22	\$23.56	\$24.85	\$26.13	\$27.46	\$28.74



LETTER OF UNDERSTANDING

between

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2347  
(Hereinafter called the Union)

and

GOLDEN HILLS SCHOOL DIVISION  
(Hereinafter called the Employer)

**RE: Transfers**

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The parties agree to the following:

- There will be the opportunity for one (1) transfer per year between schools. This transfer, made upon mutual agreement of all parties, shall be based upon Employee Seniority, and will be made at the Employee's request.
- Consultation will begin during the spring staffing meeting and the transfer will be effective for the upcoming school year.
- This transfer shall occur in addition to the layoff and recall process.
- If transfer is denied, rationale will be provided.

SIGNED ON BEHALF OF GOLDEN HILLS  
SCHOOL DIVISION

Ujjwal Mishra  
Judy Neelapal  
Tahira Sabir

Nov. 18, 2022

DATE

SIGNED ON BEHALF OF CANADIAN UNION  
OF PUBLIC EMPLOYEES LOCAL 2347

Raymond Hoff  
Alec How  
Marquita McPeice

Nov. 18, 2022

DATE

LETTER OF UNDERSTANDING

between

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2347  
(Hereinafter called the Union)

and

GOLDEN HILLS SCHOOL DIVISION  
(Hereinafter called the Employer)

**RE: Market Correction**

The Employer recognizes that, at the time of negotiation, compensation levels for certain CUPE 2347 bargaining unit positions are below market rates. The Employer and CUPE share an interest in supporting equitable compensation, as well as recruitment and retention for bargaining unit positions.

Accordingly, a one-time market correction for applicable bargaining unit positions will be applied. Effective on the date of ratification, the following salary grid will replace the salary grid in Schedule A.

Description	0	1	2	3	4	5
Educational Program Assistant II (Non-Certificated)	\$16.63	\$17.50	\$18.38	\$19.25	\$20.12	\$20.99
Educational Program Assistant I (Certificated)	\$18.72	\$19.62	\$20.51	\$21.40	\$22.29	\$23.16
Secretary I	\$19.44	\$20.32	\$21.18	\$22.06	\$22.93	\$23.84
Secretary II	\$17.64	\$18.52	\$19.43	\$20.32	\$21.19	\$22.06
Educational Program Assistant Signing Aide (No Market Adjustment for this Position)	\$21.62	\$22.93	\$24.18	\$25.43	\$26.72	\$27.97

SIGNED ON BEHALF OF GOLDEN HILLS  
SCHOOL DIVISION

*Wendy Mink*  
\_\_\_\_\_  
*Judy Beedall*  
\_\_\_\_\_  
*Tahira Sabir*  
\_\_\_\_\_

*Nov. 18, 2022*  
\_\_\_\_\_  
DATE

SIGNED ON BEHALF OF CANADIAN UNION  
OF PUBLIC EMPLOYEES LOCAL 2347

*Pyrrus Koff*  
\_\_\_\_\_  
*Alec Howard*  
\_\_\_\_\_  
*Marguerite McNeill*  
\_\_\_\_\_

*Nov. 18, 2022*  
\_\_\_\_\_  
DATE