COLLECTIVE AGREEMENT

BETWEEN

THE GOLDEN HILLS SCHOOL DIVISION NO. 75

AND

LOCAL 2347

SEPTEMBER 1, 2014 TO AUGUST 31, 2017

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THIS AGREEMENT

BETWEEN

THE GOLDEN HILLS SCHOOL DIVISION NO. 75
(hereinafter called the "Employer")

OF THE FIRST PART

AND

THE 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, well being 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 No. 75 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 - EMPLOYEE CATEGORIES

3.1 The term "Regular 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 "regular employee".

3.2 A "Regular 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 (⅓) of the weekly normal hours averaged over a four (4) week period. A regular part-time employee shall be entitled to those benefits of this Agreement on a pro-rata basis.

3.3 A "Casual Employee" 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. A "Casual Employee" shall be entitled to those benefits of this Agreement, except sick leave and seniority, on a pro-rata 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.

3.4 Probationary Period

All new employees hired into a regular position shall be on probation for a period of six (6) working months of employment. The services of an employee on probation may be terminated at any time by the Employer during the probationary period. 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.

3.5 Subject to paragraph 3.4, the Employer shall provide at least one evaluation in writing of each probationary employee during the probationary period.

ARTICLE 4 - DISCRIMINATION

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, creed, colour, national origin, political or religious affiliation, sex or marital status or place of residence providing the residence is within the boundaries of the Division, nor by reason of her membership or activity in the Union, or any other reason.

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, as established in clause 5.2, from the employee's salary.

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.

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 her 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 Defined

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

Seniority shall be one of the factors used in determining preference or priority for promotions, transfers and demotions. 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, she shall not lose seniority rights. An employee shall lose her 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) After a lay-off, she fails to return to work within seven (7) calendar days after being notified, by (read receipt) email and phone call registered mail to do so, unless through sickness or other just cause.

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; and the representatives will provide a recommendation to Human Resources. Where resolution is not possible, 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) 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 day of the layoff notification meeting to indicate their decision to Human Resources. (A meeting may occur between the employee, a union representative and a board member representative.)

(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 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, she shall be returned to her 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 her former position at her 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 I and II of the Grievance Procedure shall be omitted in such cases.

12.3 Warning

Whenever the Employer or his 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 her 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 her 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 her record for use against her 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 her work. The employee's reply to such complaint, accusation, or expression of dissatisfaction shall become part of her 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 As of September 1, 2014, the regularly scheduled work week for a regular employee employed as an Education Program Assistant shall be six (6) hours and ten (10) minutes per work day.

As of September 1, 2015, the regularly scheduled work week for a regular employee employed as an Education Program Assistant shall be six (6) hours and twenty (20) minutes per work day.

As of September 1, 2014, the regularly scheduled work week for a regular employee employed as a Secretary shall be seven (7) hours and forty (40) minutes per work day.

13.2 Regular part-time employee are those employees who regularly work less hours as specified in Article 3.

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

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

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 No reduction in wages or the salaries of any employee with more than thirty (30) days service during the preceding twelve (12) months shall be made on account of the above mentioned holidays occurring during the regular work period. No benefit shall be granted to any employee for any such statutory holiday, if the employee is absent the regularly scheduled working day immediately before or immediately following the holiday unless she has prior permission or produces proof of illness for such absence.

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 her 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 Temporary & Casual Employees

Temporary and 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 her family, an employee shall be entitled, after notifying her 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 her immediate family, was under medical care and the employee was unable to carry out her duties due to said illness.

17.5 Sick Leave During Lay-Off

When an employee is laid off on account of lack of work, she shall not receive any sick leave credits for the period of such absence but shall retain her 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 her sick leave credits may be allowed an extension of her sick leave to a maximum of fifteen (15) working days. Upon her return to duty, the employee shall repay the extension of sick leave in full at the rate of one-half (1/2) of her monthly accumulation. Should an employee leave the employ of the Employer, for any reason, prior to the repayment of the extended sick leave benefit, she shall have the balance of the sick leave deducted from her 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 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 .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.

18.4 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 .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.

18.5 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 .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.

18.6 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 .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.

18.7 Alberta Health Care

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.

18.8 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 L.A.P.P. As permitted by the L.A.P.P., 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, son or daughter, parent, brother, sister, and parent of spouse, and three (3) school days in the case of critical illness of an employee's spouse, son or daughter, parent, brother, sister, 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 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. 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 (1/2) 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 her normal earnings and the payment she receives 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 her 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 Leave

The employer and employees agree to comply with the Employment Standards Code.

19.6 Adoption Leave

Upon reasonable notice being given to the Employer, an employee shall be granted leave of absence without pay for up to six (6) months immediately following the adoption of a child. The employee shall furnish proof of adoption. The employee shall provide the Employer with at least one (1) month written notice in advance of the date of return to work which shall be mutually agreed. When there is no mutual agreement or subsequent extraordinary circumstances occur, the Employer shall determine the date of return.

19.7 Personal Leave

Upon request to the Principal, with two (2) weeks' notice where possible, 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. In any case, the day shall not be used to extend a holiday period or long weekend except at the discretion of the Superintendent.
Employees shall be entitled to accumulate unused personal leave to a maximum of two (2) 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, regular, regular part time) substitutes on any job during the absence of another employee, she shall receive the start rate for the job or her 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

axbxc = 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.

21.2 Employees whose birthdays fall during the school term (i.e., September 1 to June 30) which would normally dictate retirement in accordance with Canada Pension Plan, shall, if desired, be allowed to continue working until the end of that school term.

ARTICLE 22 - GRIEVANCE PROCEDURE

22.1 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.

22.2 A grievance under this Agreement shall be defined as any difference or dispute between the Employer and any employee of the Employer, 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.

22.3 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.

22.4 Complaint Stage

It is the mutual desire of the parties that complaints of employees shall be adjusted as quickly as possible. It is understood that an employee has no grievance until she has first given her immediate supervisor an opportunity to adjust her complaint. If an employee has a complaint, she shall discuss it with her immediate supervisor within seven (7) working days after the circumstances giving rise to the complaint has originated or occurred. Failing settlement by the immediate supervisor within seven (7) working days, it may then be taken up as a grievance within seven (7) working days following advice of the immediate supervisor's decision in the following manner and sequence.

22.5 Step 1

The employee with the assistance of an employee representative, if desired, may submit a written grievance signed by her to her immediate supervisor on a form supplied by the Union. The nature of the grievance, the remedy sought and the Article or Articles of the Agreement which are alleged to have been violated shall be set out in the grievance. The immediate supervisor will deliver his decision in writing within seven (7) days following the day on which the grievance was presented to him. Failing settlement, then:

22.6 Step II

Within fourteen (14) days following the decision under Step I, the employee and/or the representative may submit the written grievance to the Secretary-Treasurer of the Employer. The Secretary-Treasurer of the Employer will deliver his decision in writing within ten (10) days from the date on which the written grievance was presented to him. The parties shall, at the request of either party, meet to discuss the grievance at a time and place suitable to both parties. Failing settlement, then:

22.7 Step III

Within fourteen (14) days following the decision reached under Step II, written application shall be made to the Board of Trustees of the Golden Hills School Division No. 75 stating the grievance concerned and a hearing shall be granted by said Board at either:

1) the next regular meeting of the Board of Trustees of the Golden Hills School Division No. 75 or,

2) a special meeting of the Board of Trustees of the Golden Hills School Division No. 75 held within two weeks of the application; or

3) a meeting within two (2) weeks with a specially appointed committee of the Board of Trustees of the Golden Hills School Division No. 75 such committee having the power to reach an agreement.

Failing settlement; then:

22.8 Step IV

Within fourteen (14) days following the decision under Step III, either party may notify the other in writing of its desire to submit the grievance to Arbitration, provided the grievance has been properly processed according to the provisions required by the grievance procedure. Such written notice shall specify the nature of the grievance, the Article or Articles of this Agreement upon which the grievance is based, the redress sought and the name of the party's appointee to the Arbitration Board.

22.9 Where a dispute involving a question of general application or interpretation occurs, the Employer and the Union may agree to by-pass Steps I and II of this Article.

22.10 After the complaint stage, replies to a grievance shall be in writing at all subsequent steps.

22.11 A grievance settled satisfactorily within the time limits allowed shall date from the time that the grievance was filed.

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

ARTICLE 23 - ARBITRATION

23.1 No matter may be submitted to Arbitration which has not been properly carried through all the requisite steps of the Grievance Procedure.

23.2 The recipient of the written notice specified in Step IV 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. The two appointees so selected shall within ten (10) days of the appointment of the second of them appoint a third person as Chairman.

23.3 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.

ARTICLE 24 - TERM OF AGREEMENT

24.1 This Agreement shall be binding and remain in effect from September 1, 2014 to August 31, 2017 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.

24.2 However, any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

24.3 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.

24.4 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.

24.5 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 25 - GENERAL

25.1 It is understood that any reference to the female gender also applies to the male gender.

SCHEDULE A

Effective September 1, 2014 **1.50%**

Description	0	1	2	3	4	5
Educational Program Assistant II (Non-Certificated)	14.78	15.55	16.33	17.10	17.88	18.65
Educational Program Assistant I (Certificated)	16.64	17.43	18.23	19.01	19.81	20.58
Secretary I	17.27	18.05	18.82	19.60	20.37	21.18
Secretary II	15.68	16.45	17.26	18.05	18.83	19.60
Educational Program Assistant - Signing Aide	20.18	21.39	22.56	23.73	24.93	26.10

Effective September 1, 2015 **2.00%**

Description	0	1	2	3	4	5
Educational Program Assistant II (Non-Certificated)	15.08	15.86	16.66	17.44	18.24	19.02
Educational Program Assistant I (Certificated)	16.97	17.78	18.59	19.39	20.21	20.99
Secretary I	17.62	18.41	19.20	19.99	20.78	21.60
Secretary II	15.99	16.78	17.61	18.41	19.21	19.99
Educational Program Assistant - Signing Aide	20.58	21.82	23.01	24.20	25.43	26.62

Effective September 1, 2016 **2.00%**

Description	0	1	2	3	4	5
Educational Program Assistant II (Non-Certificated)	15.38	16.18	16.99	17.79	18.60	19.40
Educational Program Assistant I (Certificated)	17.31	18.14	18.96	19.78	20.61	21.41
Secretary I	17.97	18.78	19.58	20.39	21.20	22.03
Secretary II	16.31	17.12	17.96	18.78	19.59	20.39
Educational Program Assistant - Signing Aide	20.99	22.26	23.47	24.68	25.94	27.15

SIGNED ON BEHALF OF THE GOLDEN HILLS SCHOOL DIVISION NO. 75

[redacted]

JAN. 8, 2015
DATE

SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2347

[redacted]

JAN 8, 2015
DATE