# COLLECTIVE AGREEMENT

BETWEEN

## HORIZON SCHOOL DIVISION No. 67

- AND -

CUPE / Canadian Union of Public Employees **LOCAL 3203**

September 1, 2016 to August 31, 2019

Canadian Office & Professional Employees
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# TABLE OF CONTENTS


PREAMBLE ..... 1
ARTICLE 1 – TERM OF COLLECTIVE AGREEMENT ..... 1
ARTICLE 2 – EMPLOYEE DEFINITIONS ..... 2
ARTICLE 3 – APPLICATION ..... 2
ARTICLE 4 – PROBATIONARY PERIOD ..... 3
ARTICLE 5 – UNION RECOGNITION AND RESPONSIBILITY ..... 3
ARTICLE 6 – NEW CLASSIFICATIONS ..... 4
ARTICLE 7 – RELATIONSHIP ..... 5
ARTICLE 8 – UNION DUES ..... 5
ARTICLE 9 – SENIORITY ..... 5
ARTICLE 10 – VACANCIES, TRANSFERS & PROMOTIONS ..... 6
ARTICLE 11 – LAY-OFF ..... 7
ARTICLE 12 – GRIEVANCE PROCEDURE ..... 8
ARTICLE 13 – DISCIPLINE, SUSPENSION AND TERMINATION ..... 9
ARTICLE 14 – HOURS OF WORK ..... 9
ARTICLE 15 – OVERTIME AND CALL OUTS ..... 10
ARTICLE 16 – STATUTORY HOLIDAYS ..... 11
ARTICLE 17 – ANNUAL VACATION ..... 12
ARTICLE 18 – SICK LEAVE ..... 12
ARTICLE 19 – LEAVES OF ABSENCE ..... 13
ARTICLE 20 – BENEFITS ..... 16
ARTICLE 21 – PERSONNEL RECORDS ..... 17
ARTICLE 22 – PAYMENT OF WAGES AND ALLOWANCES ..... 17
ARTICLE 23 – USE OF AN EMPLOYEE'S VEHICLE ..... 24
ARTICLE 24 – NOTICES ..... 24
Letter of Understanding #1 – Apprenticed Employees ..... 26
Letter of Understanding #2 – High School Student Employment ..... 27
Letter of Understanding #3 – New Classification – Courier Driver ..... 28
Letter of Understanding – COVID-19 Coronavirus In-School Class Cancellation Related to Layoffs ..... 29
Letter of Understanding – New Classification – Classroom Supervisor ..... 31

This agreement is made between Horizon School Division No. 67, hereinafter called the "Employer", of the first part, and the Canadian Union of Public Employees Local 3203, a body incorporated under the laws of the Province of Alberta, hereinafter called the "The Union", of the second part.

Whereas, the Union is the bargaining agent for the unionized support staff employed by the Employer, and

Whereas, the terms and conditions of employment and the salaries of the Employees covered under the terms of this Collective Agreement have been the subject of negotiations between the Parties, and

Whereas, the Parties desire that these matters be set forth in a Collective Agreement to govern the terms of employment of the said Employees.

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSETH that in consideration of the premises and the mutual and other covenants herein contained the Parties agree as follows:

## PREAMBLE

It is the intent and purpose of the Parties hereto that this Collective Agreement, to the extent and in the manner specifically provided for herein, shall:

(a) Ensure harmonious, efficient and uninterrupted operation of the school system, realizing the first consideration is the welfare of the students of the system;

(b) Recognize that the Employer must continue to serve the public in an efficient manner, and that the Parties will encourage efficiency in operations;

(c) Promote the morale, well-being, security and efficiency of all the Employees covered under the terms of this Collective Agreement;

(d) Provide for the prompt and equitable adjustment of differences which may arise between the Employees, the Union and the Employer, and

(e) Recognize the mutual value of joint discussions and collective bargaining on matters pertaining to wages and working conditions.

## ARTICLE 1 – TERM OF COLLECTIVE AGREEMENT

1.1 This Collective Agreement shall be in full force and effect for the period from September 1, 2016 to August 31, 2019. Either Party wishing to amend this Collective Agreement must give notice in writing of intention not less than sixty (60) calendar days and not more than one hundred and twenty (120) calendar days preceding the expiry of the term of this Collective Agreement. Any changes deemed necessary to this Collective Agreement may be made by mutual agreement at any time during the term of this Collective Agreement.

## ARTICLE 2 – EMPLOYEE DEFINITIONS

2.1 "Regular Employee" means a Regular Full-time Employee or Regular Part-time Employee.

2.2 The term "Regular Full-time Employee" denotes all Employees falling within the scope of this Collective Agreement who are employed in a Full-time position of a continuing nature, and who have successfully completed their probationary period(s).

2.3 The term "Regular Part-time Employee" denotes all Employees who normally work on a regular basis a lesser number of hours than a Full-time Employee, and who have successfully completed their probationary period(s). A Regular Part-time Employee shall only be entitled to those applicable benefits as set out in Article 20 on a pro-rata basis.

2.4 The term "Casual Employee" denotes all Employees who do not meet the requirements of Clauses 2.1, 2.2, 2.3, 2.5, 2.6, 2.7 and/or hired to replace an Employee who is absent due to vacation, sickness, authorized leave of absence or to meet unanticipated increases in workload for under three (3) months duration.

2.5 The term "Temporary Employee" denotes all Employees hired for a specific job of a one-time nature, a work overload, a position that is directly tied to specific grants or funding (e.g. PUF, HELP, STEP etc.), or a Ten-Month Employee hired after September 30th of a school year, of a minimum duration of three (3) months and a maximum duration of ten (10) months.

2.6 The term "Probationary Employee" when used in this Collective Agreement shall mean any Employee filling a regular position falling within the scope of the Collective Agreement and is serving the required probationary period.

2.7 Employees defined as "Ten-Month Employees" are Regular Employees and will work either the first or second teacher day of the school year, as determined by the School Administrator, as well as all the student days for the school in which they work. Notwithstanding the above, all school secretaries will work all the teacher days for the school in which they work. All Ten-Month Employees are entitled to Statutory Holidays with pay, as defined in this Collective Agreement under Article 16.

2.8 All other Regular Employees will work twelve (12) months a year and are entitled to Statutory Holidays s with pay, as defined in this Collective Agreement under Article 16.

## ARTICLE 3 – APPLICATION

3.1 The provisions of this Collective Agreement, unless otherwise stated, shall apply to Regular Full-time and Regular Part-time Employees, except that during the probationary period the following Article shall not apply: Article 9 – Seniority.

3.2 Temporary Employees shall receive only those benefits required by statute, the sick leave as per Article 18, the wages as per Article 22, and shall be subject to termination on notice from the Employer as required by *Employment Standards Code*.

3.3 Casual Employees shall receive only those benefits required by statute, the wages as per Article 22, and shall be subject to termination on notice from the Employer as required by *Employment Standards Code*.

3.4 Regular Part-time Employees shall:

(a) Receive the wage rates, increments, and any other applicable conditions of employment specified in this Collective Agreement on a pro-rata basis according to the proportion that their hours of work bear to Full-time hours of work in the classification of the particular Employee.

(b) Not be paid for less than three hours of continuous daily employment unless mutually agreed to between the Union, Employer and Employee.

(c) Be entitled to additional hours of work on the basis of seniority prior to casual Employees, provided the Employee has the ability to perform the work available.

## ARTICLE 4 – PROBATIONARY PERIOD

4.1 Ten-Month Employees:
The probationary period for newly hired Employees is the first one hundred and twenty (120) days worked or June 30th following the commencement date of employment, whichever comes first, to allow the Employer to determine an Employee's suitability and compatibility for continued employment.

Twelve-Month Employees:
The probationary period for newly hired Employees is the first one hundred and twenty (120) days worked to allow the Employer to determine an Employee's suitability and compatibility for continued employment.

4.2 A Probationary Employee may be terminated at any time during the probationary period without cause and without recourse to the grievance procedure.

4.3 Upon successful completion of an Employee's probationary period, the probationary Employee's initial date of hiring will be established as the date of commencement and seniority shall be credited back to the commencement date.

## ARTICLE 5 – UNION RECOGNITION AND RESPONSIBILITY

5.1 The Union recognizes the responsibilities imposed upon it as the bargaining agent of the unit and realizes that in order to provide maximum opportunities for continuing employment and good working conditions, the Employer must continue to serve the community in an efficient manner.

5.2 No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union shall notify the Employer in writing of the names of the Union's officials who have functions under this Collective Agreement and stating their functions.

5.3 No Employee shall make a written or verbal agreement with the Employer or its representative, which may conflict with the terms of this Collective Agreement, or without the authorization of the Union Executive.

5.4 No Employees other than those authorized by the Employer shall interpret any part of this Collective Agreement on behalf of the Employer; nor shall a member of the Union, other than the Union Executive members or Union Staff officials interpret this Collective Agreement on behalf of the Union.

5.5 The Employer recognizes CUPE Local 3203 as the sole and exclusive collective bargaining agency for all its Employees who are members of the Union as per authority granted by the Alberta Labor Relations Code and the decision of the Alberta Labor Relations Board Certificate No. 233-95 excluding the following: Human Resources Coordinator, Payroll/Personnel Coordinator, Secretary-Receptionists (Division Office), Transportation Coordinator, Communications and Information Coordinator, Accounts Payable Coordinator, Computer Technicians, FNMI Liaison Counsellor, Family School Liaison Counsellors, Career Counsellors and the Child Youth Care Workers.

5.6 The Employer will maintain the right to exclude Employees from the bargaining unit with managerial functions or confidential capacity in matters relating to labour relations, in accordance with the provisions of the *Alberta Labour Relations Code.*

5.7 All support staff Employees will be members of the Union unless they go through the procedures according to Section 29 (2) of the *Alberta Labour Relations Code.*

5.8 All support staff Employees will pay Union dues. Those who are exempted in Clause 5.7 will designate their dues as per Section 29 (2) of the *Alberta Labour Relations Code.*

5.9 The Employer and Union agree to establish a Union/Management Committee comprised of up to five (5) members from the Union, elected by the Union, and up to five (5) members from the Employer, selected by the Employer.

5.10 Meetings of the Union/Management Committee shall be held at times mutually agreeable to both Parties.

5.11 The Union/Management Committee will function as outlined in the Terms of Reference.

## ARTICLE 6 – NEW CLASSIFICATIONS

6.1 If the Employer creates a new position within any group covered by the certification, which may not be included in the salary schedule of this Collective Agreement, it shall establish the salary structure and then give written notice to the Union.

6.2 If the Union fails to object, in writing, within thirty (30) calendar days of receipt of the notice from the Employer, the salary structure shall be considered as established.

6.3 If the Union objects to the salary structure established by the Employer and by negotiation succeeds in revising the salary structure, the revised salary structure shall be retroactive to the date the new position was implemented.

6.4 Failing resolution of the matter by negotiation, within a further thirty (30) calendar days of receipt of the notice from the Employer, it may be referred to arbitration as hereinafter provided.

## ARTICLE 7 – RELATIONSHIP

7.1 The Union acknowledges that it is the exclusive right and function of the Employer to exercise its function of management under which it shall have among others, the right to:

(a) Maintain order, discipline, and efficiency;

(b) Hire, direct, transfer, promote and lay-off;

(c) Discharge, demote, and suspend or otherwise discipline Employees for just and reasonable cause;

(d) Determine job content and classification; and

(e) Set the level of quality of work performance.

7.2 The Employer agrees that these functions in Clause 7.1 will be exercised in a manner consistent with the provisions of this Collective Agreement. A claim that the Employer has exercised these rights in a manner inconsistent with any of the provisions of this Collective Agreement may be the subject of a grievance.

7.3 The Employer retains the exclusive right to manage and control operations subject only to the express terms of the Collective Agreement.

7.4 The Employer and Union agree that no Employee shall be subject to harassment or sexual harassment as per Board policies IHF and IHG.

## ARTICLE 8 – UNION DUES

8.1 During the term of this Collective Agreement, the Employer shall, on behalf of the Union, deduct from the salary of all support staff covered by this Collective Agreement, Union dues and shall remit these dues to the Treasurer of the Union within fifteen (15) calendar days of the end of each month. Along with this remittance, the Employer will forward a list of the Employees' names, addresses, and phone numbers from whom the deductions were made and the amount of the deductions.

## ARTICLE 9 – SENIORITY

9.1 Seniority, as referred to in this Collective Agreement, shall mean the length of continuous service from the last date a non-Probationary Employee entered the employ of the Employer.

9.2 The Employer will maintain a seniority list showing the following:

(a) Employee's name

(b) Employee's date of hire

(c) Employee's classification

The Employer shall submit a copy to the Union President in January of each year.

9.3 Seniority shall be lost and an Employee shall be deemed terminated for any one of the following reasons:

(a) Upon being discharged and not reinstated;

(b) Upon resignation or retirement of the Employees own accord;

(c) Upon absence from work in excess of three (3) working days without sufficient cause;

(d) Upon failing to return to work on termination of any authorized leave of absence, vacation, suspension or utilizes a leave of absence for purposes other than those for which the leave of absence is granted;

(e) Upon being laid off for a period in excess of eighteen (18) months

(f) Upon being on long term disability beyond two (2) calendar years from the date of commencement of long term disability.

## ARTICLE 10 – VACANCIES, TRANSFERS & PROMOTIONS

10.1 In determining the preference for filling vacancies, newly created positions, transfers and promotions, within the bargaining unit, the following shall apply:

(a) When qualifications and past performance are met, seniority shall be the deciding factor. For the purposes of this article the Employer shall be the sole judge.

(i) For the purposes of Article 10 and 11 qualifications shall mean education, experience, knowledge, skills, and the ability to perform the functions of the position or positions in question. Further when the job is a direct contact with a student or a group of students, it shall include suitability to work with the students or group of students the applicant will have to work with.

(b) When filling a vacancy or a newly created position, the Employer shall post the position for a period of seven (7) calendar days on the Employer's web site. Notwithstanding the above, all vacancies or newly created positions shall be faxed to colony schools where fax machines exist.

(c) During those periods when schools are not in operation, i.e. Christmas break, Easter Break, Spring break and summer break; positions shall be advertised on the Employer's web site.

(d) Bargaining unit Employees, who have submitted a written application for the vacant or newly created position, shall be considered in the following order:

(i) Firstly, bargaining unit Employees from within the site, including those on the recall list from that site;

(ii) Next, bargaining unit Employees from other sites, including those on the recall list from other sites;

(iii) Next, Casual and Temporary Employees in the Bargaining Unit;

(iv) If there are no qualified Employees within the bargaining unit then the Employer may consider qualified Employees outside the bargaining unit.

(v) The Employer shall have the right to fill the position with a temporary or casual Employee until a permanent selection is made.

(e) When an Employee is promoted, transferred, filling a vacancy or a newly created position and the change is not working for any reason, the Employer will notify the President of the Union and the matter may be referred to the Union/Management Committee.

(f) When a Regular Employee is the successful candidate for a vacant or newly created position after September 30th, the Employer retains the right to fill the position as a Regular Employee eligible for benefits as per the Collective Agreement.

## ARTICLE 11 – LAY-OFF

11.1 A lay-off shall be defined as a loss of employment by a Regular Employee due to lack of work or discontinuance or reduction of a service and the following shall apply:

(a) Where the remaining Employees have the qualifications to perform the remaining work, lay-offs shall be in reverse order of seniority from within the site where the lack of work or the discontinued or reduced service occurs. Employees shall be recalled in order of their seniority as per Article 10.

(b) A laid-off Employee will be placed on a recall list in order of seniority for eighteen (18) months and will be given the opportunity to fill a vacant

position as per Article 10 provided application is made for the position. In keeping with this Article, it is the Employee's responsibility to keep the Human Resources Coordinator abreast of their employment situation.

(c) Employees who are affected by lay-off and accept temporary or casual work will not have their lay-off status adversely affected and they will continue to have full recall rights and seniority status.

11.2 The President of the Union shall be notified monthly in writing, of all hirings, lay-offs, transfers, recalls, and terminations occurring within the bargaining unit.

## ARTICLE 12 – GRIEVANCE PROCEDURE

12.1 The Parties to this Collective Agreement agree that it is of the utmost importance to settle grievances as quickly as possible.

12.2 A grievance under this Collective Agreement shall be defined as any difference or dispute between the Employer and the Union relating to the interpretation, application or administration of this Collective Agreement, or an allegation that this Collective Agreement has been violated.

12.3 The purpose of the grievance procedure is to ensure that all grievances are processed properly and expeditiously. Therefore, strict adherence to the provisions of the grievance procedure is mandatory. In the event the respondent does not process the grievance from one Step to the next within the time limits stated, the grievance will be considered conceded. In the event the grievant does not process the grievance from one Step to the next within the time limits stated, the grievance will be considered to be abandoned. Time limits may only be extended by the written agreement of both Parties.

12.4 An Employee shall have the right to have a Shop Steward or Union Executive member and the National Representative present at any Step of the grievance procedure.

12.5 Complaint Stage
The Union on behalf of an Employee will request a meeting with the Employee's immediate supervisor who is outside the CUPE Bargaining Unit, to discuss the complaint within fifteen (15) working days of the circumstances that give rise to the complaint. The immediate supervisor will issue a decision, in writing within ten (10) working days following the date of the meeting.

12.6 Step I
Within ten (10) working days of receipt of the supervisor's decision, the Union on behalf of the Employee, shall submit a written grievance to the Associate Superintendent – Programs and Human Services. The nature of the grievance, the remedy sought, and the Article or Articles of the Collective Agreement, which are alleged to have been violated, shall be set out in the grievance. The Associate Superintendent – Programs and Human Services will deliver a decision in writing within ten (10) working days following the date on which the

grievance was presented. Should either Party request a meeting, such request shall be made upon submission of the written grievance. The decision shall be delivered within ten (10) working days of the date of the meeting.

12.7 Step II
Within ten (10) working days following the decision under Clause 12.6, the Union on behalf of the Employee, shall submit the written grievance to the Superintendent of Schools. The Superintendent of Schools will deliver a decision in writing within ten (10) working days from the date on which the written grievance was presented. Should either Party request a meeting, such request shall be made upon submission of the written grievance. The decision shall be delivered within ten (10) working day s of the date of the meeting.

12.8 Step III
Within thirty (30) working days following the decision under Clause 12.7, either Party shall 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 name and address of the Party's appointee to the Arbitration Board.

12.9 Within twenty (20) working days following the decision under Clause 12.8, the recipient shall inform the other Party of the name and address of its appointee to the Arbitration Board. The two appointees so selected shall within twenty (20) working days of the appointment of the second of them appoint a third person as Chairman. In the event the two appointees are unable to agree on a Chairman, either Party may request the person be appointed in accordance with the provisions of the *Labour Relations Code*.

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

12.11 Each Party shall pay the fees and expenses of its appointee to the Arbitration Board and shall share equally the fees and expenses of the Chairman.

## ARTICLE 13 – DISCIPLINE, SUSPENSION AND TERMINATION

13.1 In all instances where the Employer considers that an Employee warrants disciplinary action, the Employer shall make every effort to take such action at a meeting with the Employee and, when possible, shall give the Employee advance notice of the nature of the meeting. The Employee may be accompanied at the meeting by the Shop Steward, Union Executive member or a National Representative.

13.2 If the action referred to in Clause 13.1 results in a written warning, suspension or termination, the Employer shall notify the Employee in writing of the action taken and the reasons either by registered mail or personal service. A copy of the letter will be sent to the Union President.

## ARTICLE 14 – HOURS OF WORK

14.1 This Article provides the basis for establishing work schedules and for the calculation and payment of overtime, but shall not be read or construed as a guarantee of hours of work per day or week or a guarantee of days of work per week. The Employer may vary the length of the work day or week as required to suit the needs of the Employer subject to the overtime provisions of the Collective Agreement.

14.2 For Full-time Twelve-Month Employees, the normal work week covered by this Collective Agreement shall be a maximum of forty (40) hours per week normally consisting of five (5) days of eight (8) hours each.

14.3 For Full-time based Secretaries, the normal work week covered by this Collective Agreement shall be a maximum of thirty-five (35) hours per week normally consisting of five (5) days of seven (7) hours each. Scheduling of weekly hours of work shall be done to meet the need of the school, but shall not exceed forty (40) hours per week.

14.4 For Full-time Speech Language Pathologists, the normal work week covered by this Collective Agreement shall be a maximum of thirty-five (35) hours per week. Scheduling of weekly hours of work shall be done to meet the need of the program, but shall not exceed forty (40) hours per week.

14.5 For Full-time Food Services Workers, the normal work week covered by this Collective Agreement shall be a maximum of thirty-six (36) hours per week normally consisting of six (6) days of six (6) hours each day to meet the need of the school, but shall not exceed forty-four (44) hours per week.

14.6 For Full-time based Assistants, Library Support and Sign Language Interpreters the normal work week covered by this Collective Agreement shall be a maximum of thirty (30) hours per week normally consisting of five (5) days of six (6) hours each. Scheduling of weekly hours of work shall be done to meet the need of the school, but shall not exceed forty (40) hours per week.

14.7 For Full-time based Early Learning Educators, the normal work week covered by this Collective Agreement shall be a maximum of thirty (30) hours per week. Scheduling of weekly hours of work shall be done to meet the need of the school based program, but shall not exceed forty (40) hours per week.

14.8 For Full-time Educational Behaviour Consultant, the normal work week covered by this Collective Agreement shall be a maximum of thirty-seven and one-half (37 1/2) hours per week. Scheduling of weekly hours of work shall be done to meet the need of the program, but shall not exceed forty (40) hours per week.

14.9 It is recognized that due to the nature of the Employer's operations, Employees can be required to perform work in addition to their normal hours.

## ARTICLE 15 – OVERTIME AND CALL OUTS

15.1 Overtime is all time authorized by the Employer and worked by an Employee in excess of eight (8) hours per day or in excess of forty-four (44) hours per week.

15.2 The Employer may require or permit an Employee to work a compressed work week, consisting of fewer work days in the work week and more hours of work in a work day paid at the Employee's regular wage rate.

15.3 Notwithstanding the above, Employees defined in Clauses 14.2 to 14.8 inclusive shall be paid at their regular rate of pay for extra hours worked up to and including eight (8) hours per day or forty-four (44) hours per week.

15.4 All extra time and overtime must be approved in advance in such manner and by such person as may be authorized by the Employer. The Employer will provide in writing the names of persons so authorized on a yearly basis.

15.5 Employees called in to work shall be paid a minimum of three (3) hours at the regular rate of pay for the classification they are working in with the exception of the hours of work of those Employees, who by mutual agreement of the Union and the Employer work less than three (3) hours.

In these circumstances, the Employee will be paid a minimum of those hours that the Union and the Employer have mutually agreed to.

Employees already on staff, who are given hours in addition to their regular scheduled hours for that day, will be paid for actual hours worked at their regular rate of pay. When overtime occurs the overtime provisions of this Collective Agreement shall apply.

15.6 By mutual agreement between the Employer and the Employee involved, time off on an hour for hour basis may be granted in lieu of cash payment for overtime worked. If no mutual agreement can be reached, cash payment will be made at the overtime rate.

15.7 Overtime shall be paid at one and one-half times (1 1/2x) the Employee's regular rate of pay.

15.8 The overtime provisions do not apply to seminars or courses related to an Employee's occupation or service.

15.9 Emergency call-outs shall be paid at two times (2x) the Employee's regular rate with a two (2) hour minimum. The Employer will determine what constitutes an emergency.

## ARTICLE 16 – STATUTORY HOLIDAYS

16.1 An Employee shall be entitled to the following paid Statutory Holidays:

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

and the Civic Holiday whenever such Holiday falls on an Employee's scheduled working day, provided the Employee has worked for the Employer for at least thirty (30) work days during the preceding twelve (12) months and the Employee is at work the scheduled work day immediately preceding and the scheduled work day immediately following such Statutory Holiday, unless the Employee has been granted permission by the Employer to be absent.

16.2 If a Statutory Holiday falls, or is observed, during an Employee's scheduled vacation period, that day shall be treated as a Statutory Holiday and no deduction will be made from the Employee's vacation credits.

16.3 When any of the above-noted Holidays fall on an Employee's scheduled day off, the Employee shall receive a day's pay or another day off with pay at a time agreed to between the Employer and Employee.

16.4 Ten-Month Employees shall not be entitled to Holiday pay for the following Statutory Holidays: August Civic Holiday or Canada Day.

## ARTICLE 17 – ANNUAL VACATION

17.1 Employees covered by this Collective Agreement shall receive paid vacations in accordance with the following schedule:

(a) Less than one (1) year of continuing service:
– five-sixths (5/6$^{th}$) of a workday per complete month or four percent (4%)

(b) One (1) or more years of continuing service:
– fifteen (15) work days or six percent (6%)

(c) Ten (10) or more years of continuing service:
– twenty (20) work days or eight percent (8%)

(d) Twenty (20) or more years of continuing service:
– twenty-five (25) work days or ten percent (10%)

17.2 In this Article, vacation year means the period from July 1$^{st}$ of one year to June 30$^{th}$ of the following year.

17.3 An Employee whose vacation leave is disrupted by an illness or injury requiring hospitalization, after his/her vacation has begun, shall be entitled to re-schedule

that portion of the vacation period affected by the illness or injury, provided that the nature and period of the disability is substantiated by a doctor's certificate.

17.4 Requests to carry-over vacation of up to a maximum of five (5) work days from Twelve-Month Employees must be made in writing to the Superintendent by March 1st for approval and will only be considered for unique circumstances.

## ARTICLE 18 – SICK LEAVE

18.1 In the first year of service with the Employer, a Regular Full-time or Regular Part-time Employee shall be entitled to two (2) sick days for each completed month of service accumulated to a maximum of twenty (20) working days per school year. During the second and subsequent years of service, annual sick leave with full salary will be granted for ninety (90) calendar days.

18.2 After an Employee has been absent from work to obtain necessary medical or dental treatment, or because of accident, disability or sickness, and the entitled number of sick days as stipulated in Clause 18.1 are utilized, no further salary or benefits shall be paid. If applicable to the Employee, the provisions of the ASEBP shall take effect. An Employee, who in his/her second or subsequent year of service, returns to work after ninety (90) calendar days of continuous absence, shall have his/her sick leave in Clause 18.1 reinstated upon submission of a medical certificate of good health.

18.3 A Regular Full-time, Regular Part-time or Temporary Employee who is not eligible to participate under the provisions of ASEBP shall be entitled to two (2) sick days for each completed month of service accumulated to a maximum of sixty (60) working days, to obtain medical or dental treatment, or because of accident, disability or sickness.

18.4 The Employer may require a medical certificate from an Employee who is absent from work to obtain medical or dental treatment, or because of accident, disability or sickness. The Employer reserves the right to request an independent medical or dental evaluation. The Employer will pay the fees associated with the medical or dental evaluation if so requested.

18.5 When an Employee leaves employment all sick leave shall be cancelled.

## ARTICLE 19 – LEAVES OF ABSENCE

19.1 Leaves of Absence with or without pay and benefits require the written permission of the Superintendent or designate and applications for such absences must be submitted in writing to the School Principal, or to the Facilities Manager in the case of maintenance Employees, at least one (1) week in advance to ensure consideration. In case of an emergency, a request for leave of absence should be submitted at the earliest possible time.

19.2 With Pay and Benefits:

A Leave of Absence with pay shall be granted for the following reasons:

(a) Compassionate Leave:
An Employee shall be granted three (3) regularly scheduled work days, if necessary, in case of death of a:

| | | | |
|---|---|---|---|
| Parent | Guardian | Wife | Husband |
| Brother | Sister | Son | Daughter |
| Step-child | Aunt | Uncle | Niece |
| Nephew | Grandparent | Grandchild | Mother-in-law |
| Father-in-law | Daughter-in-law | Son-in-law | Sister-in-law |
| Brother-in-law | | | |

Such days shall normally be taken in the period, which extends from the date of death up to and including the calendar day following interment unless agreed otherwise. Where the burial occurs three hundred and fifty (350) kilometres or more from the Employee's residence the Employer may grant such additional time as necessary for travel, not to exceed three (3) work days.

(b) Critical Illness:
An Employee shall be granted two (2) regularly scheduled consecutive work days, if necessary, in the case of critical illness of a parent, guardian, wife, husband, brother, sister, son, daughter, step-child or any other person whom at the time of illness is a member of the Employee's household.

Where critical illness is not followed by death within thirty (30) calendar days, the Employer may require a medical certificate stating that critical illness was the reason for absence. Such medical certificate may be requested by the Employer within thirty (30) calendar days of them being notified.

(c) Pallbearer's Leave:
One half-day leave to attend an in-town funeral as pallbearer provided such request is made in writing twenty-four (24) hours in advance.

(d) Jury Duty:
While serving as a juror, provided that any fee received be paid over to the Employer.

(e) Union Functions:
For negotiations, formal grievances, and arbitration procedures taking place during work hours if requested by the Employer.

(f) School Closures:
When a school is closed for all students, in such manner and by such person as may be authorized by the Employer, due to health reasons, inclement weather, or physical plant breakdowns; Employees will not be required to attend school. The Employer will provide in writing the names of persons so authorized on a yearly basis.

19.3 An Employee may request in writing up to one (1) day leave with pay, consistent with the normal hours of work on that day in each school year to attend to the medical concerns of members of the Employee's family. Such request shall be made to the Superintendent in writing one week prior to the leave unless such leave is due to a medical emergency.

(a) Request for family medical leave shall not be unreasonably withheld however, granting of the leave will be subject to the availability of replacement staff and the operational requirements of the site involved.

(b) Family shall be defined as spouse, child, step-child, a parent or any other person residing in the Employee's household.

(c) The Employer may require a medical certificate stating the reason for the absence. The Employer may request such medical certificate within thirty (30) calendar days of the leave.

19.4 With Partial Pay:

A Leave of Absence with pay and benefits may be granted provided that an amount equivalent to the salary of a casual Employee is forthcoming to the Employer by the Employee, through payroll deduction, as follows:

(a) For one day, plus one day for traveling, if necessary, to attend the convocation or graduation of the Employee, Employee's spouse or child from a Post-Secondary institution.

19.5 Without Pay:

(a) Maternity/Parental/Adoption Leave:
An Employee shall be entitled to leave in accordance with *Alberta Employment Standards Code* and the following shall apply:

(i) The Employee shall apply where possible three (3) months in advance of the date of commencement of the leave;

(ii) Where matters arising from an adoption or birth of a child prevents such notice the leave will not be denied;

(iii) Employees granted leave under Clause 19.5 shall be returned to the Employee's previous position when possible or to a position of a comparable nature;

(iv) Employees returning to work from Maternity/Parental or Adoption Leave shall give the Employer at least thirty (30) calendar days' written notice of their return to work.

(b) Union Functions:
To represent the Union at conventions and conferences. The Employer will continue the pay and benefits and will invoice the Union.

(c) Personal Leave:
Personal Leave of Absence for not more than three (3) work days in any school year without pay shall be granted to Employees for attending to private concerns, subject to the following conditions:

(i) in writing;
(ii) to the Employee's Principal or Supervisor;
(iii) where possible, two (2) weeks in advance of the date the Employee wishes to use the Personal Leave day(s); and
(iv) the availability of a substitute Employee (if required) at the time of the request.

Notwithstanding (c) above, the Superintendent may grant additional Personal Leave days, without pay, for exceptional circumstances. An Employee requesting additional Personal Leave days, without pay, should make the request in writing to the Superintendent of schools, as soon as possible for the circumstances involved.

## ARTICLE 20 – BENEFITS

20.1 The Employer agrees to make available to eligible Regular Full-time Employees the plans listed below. Part-time Employees working point six (.6) Full-time Equivalent or more shall be entitled to those applicable benefits on a pro-rata basis and within the eligibility guidelines as set out by the benefit plan. These benefits will be made available to the following Employee classifications as follows:

At time of employment:
- Regular Secretaries
- Early Learning Educators
- Food Service Workers
- Speech Language Pathologists
- Sign Language Interpreters
- Educational Behaviour Consultants
- School Library Supports
- Operations and Maintenance Administrative Assistants
- Regular Maintenance
- Regular Caretakers
- Regular Caretaker Assistants

Upon completing the probationary period:

- Regular Assistants
  (a) Alberta School Employee Benefit Plan (ASEBP):
    (i) Long Term Disability - Plan D;
    (ii) Life, Accidental Death and Dismemberment - Schedule 2;
    (iii) Extended Health Care - Plan 1;
    (iv) Dental Care - Plan 3;

  (b) Vision Care Plan 2

20.2 All eligible Employees shall be members of the ASEBP – Plan D, Schedule 2, Plan 2 as defined in Clause 20.1 (a) (i), (ii).

20.3 With respect to Clause 20.1 it is understood that participation in ASEBP – Extended Health Care Plan 1, Dental Plan 3, Vision Plan 2 and Alberta Health Care Insurance is not a condition of employment.

20.4 The Employer shall pay a percentage of the premiums for the plans mentioned in Clause 20.1 as follows:

Effective September 1, 2017 ------ 98.5% per eligible Employee pro-rated according to Article 3 – Application.

20.5 All eligible Employees, as identified in Policy GCBC, shall participate under the provisions of the Local Authorities Pension Plan. The Employer's contribution shall be in accordance with the regulations of the Plan.

20.6 It is understood that payments towards the aforementioned benefit plan shall permit the Employer to retain and not pass on to the Employees, any rebates or premiums otherwise required under the Employment Insurance regulations.

20.7 After an Employee has been receiving benefits under the ASEBP, Long Term Disability for more than two (2) years, his/her employment will be terminated.

20.8 Pension

Effective September 1, 2017:

(a) Regular Educational Assistants who work at least 0.6 Full-time Equivalent (FTE) and who have one (1) year of employment with the jurisdiction, will be eligible to receive matching contributions to a Registered Retirement Savings Plan (RRSP) managed through a jurisdiction selected vendor up to a maximum of four percent (4%) of their salary for that pay period.

(b) The Regular Educational Assistant will be responsible to contact Human Resources to register for the contributions and for setting up monthly deductions.

(c) The matching contribution will be directly invested into the RRSP so that the payment can be made without a deduction for income tax.

## ARTICLE 21 – PERSONNEL RECORDS

21.1 An Employee shall have the right to have access to, review, and make copies of, at the Employee's expense, the Employee's personnel records, in the presence of the Payroll/Personnel Coordinator.

## ARTICLE 22 – PAYMENT OF WAGES AND ALLOWANCES

22.1 All Employees except Casual, shall be paid by the 27th of each month.

22.2 Casual Employees shall be paid within five (5) working days of the end of the pay period.

22.3 Recognition of Experience and Training

The starting salary of a newly hired Regular Full-time or Regular Part-time Employee shall recognize previous experience to the position on the basis of equivalent full-time experience as specified below:

Length of experience ----------Starting Rate

Less than one (1) year ----------Year 1 Rate

One (1) year within past four (4) years----------Year 2 Rate

Two (2) years within past five (5) years----------Year 3 Rate

Three (3) years within past six (6) years ----------Year 4 Rate

When the Employer is considering recognizing a new Employee's past experience, the decision to place the Employee on the salary grid utilizing the above shall be by mutual agreement of the Employer, Employee and the Union.

22.4 Pay for Temporary Duties

When an Employee is required to temporarily assume the duties of another Employee, absent on ordinary leave, such as sickness or holidays, wherein such a position carries with it a lesser rate of pay, this Employee's rate of pay will not be reduced. While assuming the duties of a higher rated position, an Employee shall receive that rate of pay.

22.5 Employee's salaries and wages shall be paid in accordance with Schedules "A" through "J".

22.6 For each of the three years of the three-year terms, commencing September 1, 2016, the percentage increase will be the percentage increase to the year-over-year increase to the school authority Base Instruction Funding as per the Funding Manual for School Authorities, but in no circumstances, less than zero."

There will be an additional increase in rate of pay for Journeyman and Facilities Maintenance Technicians as described in Clause 22.11 Schedule "E"– Maintenance.

The above percent increases are based on a pro-rata portion of FTE employment.

The percentage increase for each of the three-year terms covered by the new/revised Collective Agreement will be limited in application to salaries, rate of pay under the said new/revised Collective Agreement. Where those provisions are expressed in dollar amounts and not percentages, the dollar amount will be increased by the application percentage.

22.7 SCHEDULE "A" – SCHOOL ADMINISTRATION SUPPORT

| SECRETARY – RATE OF PAY | | | | | |
|---|---|---|---|---|---|
| Effective Date | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| September 1, 2015 | 19.23 | 20.18 | 21.15 | 22.11 | 23.11 |

- Those Employees with an approved training certificate, which is directly applicable to their job duties, will be paid an additional one dollar ($1.00) per hour.
- Pay will be based on years of service.
- Pay will be calculated using total number of teacher days plus applicable Statutory Holidays.
- Time-off in lieu should be taken for additional hours/days worked.
- Evaluation processes will be conducted in accordance with Policy GDN.
- Secretaries will work five (5) additional days in July and/or August, on days requested and approved by the School Administrator. The Employee will have the flexibility to be paid for the days worked or to take time off in lieu of the days worked, during the school year, upon approval from the School Administrator or designate.

22.8 SCHEDULE "B" – ASSISTANTS

| ASSISTANTS – RATE OF PAY | | | | | |
|---|---|---|---|---|---|
| Effective Date | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| September 1, 2015 | 16.62 | 17.59 | 18.57 | 19.53 | 20.48 |

- Those Employees with an approved training certificate, which is directly applicable to their job duties, will be paid an additional one dollar ($1.00) per hour.
- Pay will be based on years of service.
- Pay will be calculated using total number of student days and the first teacher day plus applicable Statutory Holidays.
- Evaluation processes will be conducted in accordance with Policy GDN.
- The Employer shall pay the fees associated for maintaining current Criminal Record Checks for Assistants in the Pre-Kindergarten Program.

22.9 SCHEDULE "C" – SCHOOL LIBRARY SUPPORT

| SCHOOL LIBRARY SUPPORT – RATE OF PAY | | | | | |
|---|---|---|---|---|---|
| Effective Date | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| September 1, 2015 | 17.34 | 18.28 | 19.20 | 20.11 | 21.03 |

- Those Employees with an approved training certificate, which is directly applicable to their job duties, will be paid an additional one dollar ($1.00) per hour.
- Pay will be based on years of service.
- Pay will be calculated using total number of student days and the first teacher day plus applicable Statutory Holidays.
- Evaluation processes will be conducted in accordance with Policy GDN.

22.10 SCHEDULE "D" – CARETAKERS

| CARETAKERS – RATE OF PAY | | | | | |
|---|---|---|---|---|---|
| Effective Date | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| September 1, 2015 | 20.53 | 21.07 | 21.62 | 22.15 | 22.71 |
| CARETAKERS ASSISTANTS – RATE OF PAY | | | | | |
| Effective Date | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| September 1, 2015 | 17.98 | 18.73 | 19.48 | 20.23 | 20.99 |

- Pay will be based on years of service.
- Up to two hundred dollars ($200.00) per year will be provided to Regular Caretaker Employees upon the receipt of an invoice for the purchase of appropriate clothing or footwear as approved by the Facilities Manager.

22.11 SCHEDULE "E" – MAINTENANCE

Salary and Maintenance Market Adjustment

For each of the three years of the three-year terms, commencing September 1, 2016, the percentage increase will be the percentage increase to the year-over-year increase to the school authority Base Instruction Funding as per the Funding Manual for School Authorities, but in no circumstances, less than zero.

There will be an additional increase in rate of pay for Journeyman and Facilities Maintenance Technicians as described in Clause 22.11 Schedule "E"– Maintenance.

The above percent increases are based on a pro-rata portion of FTE employment.

The percentage increase for each of the three-year terms covered by the new/revised Collective Agreement will be limited in application to salaries, rate of pay under the said new/revised Collective Agreement. Where those provisions are expressed in dollar amounts and not percentages, the dollar amount will be increased by the application percentage.

There will be an additional increase in rate of pay for Journeyman and Facilities Maintenance Technician (see Rate of Pay Chart below). The percentage increases are based on the pro-rata portion of full-time employment.

SCHEDULE "E" – MAINTENANCE [continued]

| MAINTENANCE – RATE OF PAY | | | | |
|---|---|---|---|---|
| | Sept. 1, 2015 | Sept. 1, 2016 (+3%) | Sept. 1, 2017 (+1%) | Sept. 1, 2018 (+1%) |
| Journeyman:<br>• Painter<br>• Plumber<br>• Electrician<br>• Carpenter | 32.95 | 33.94 | 34.28 | 34.62 |
| Facilities Maintenance Technician: | | | | |
| • Painter<br>• Carpenter<br>• Grounds Keeper<br>• Skilled General Worker | 26.76 | 27.56 | 27.84 | 28.12 |
| Maintenance Worker | 19.83 | | | |
| Temporary Maintenance I | 15.99 | | | |
| Temporary Maintenance II | 18.28 | | | |

| | |
|---|---|
| Journeyman | Must be certificated (Journeyman ticket) in the trade for which he/she was hired. |
| Facilities Maintenance Technician | Skilled individual proficient in the skills required in his/her position, but does not have journeyman certification. |
| Maintenance Worker | Individual who is unskilled or has limited skills, or has no or limited experience for the requirements of his/her position. Generally, works supervised and/or assists others. |
| Temporary | Seasonal and untrained labour to assist Regular Maintenance staff. (Temporary Maintenance II, are Temporary Maintenance workers who have twelve (12) or more months of experience as a Temporary Maintenance I with the Horizon School Division. |

Up to two hundred dollars ($200.00) per year will be provided to Regular Maintenance Employees upon the receipt of an invoice for the purchase of appropriate clothing or footwear as approved by the Facilities Manager.

| OPERATION AND MAINTENANCE ADMINISTRATIVE ASSISTANTS RATE OF PAY | | | | | |
|---|---|---|---|---|---|
| Effective Date | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| September 1, 2016 | 21.25 | 22.70 | 24.14 | 25.57 | 27.01 |

- Those Employees with an approved training certificate, which is directly applicable to their job duties, will be paid an additional one dollar ($1.00) per hour.
- Pay will be based on years of service.

## 22.12 SCHEDULE "F" – PRE-KINDERGARTEN EARLY LEARNING EDUCATOR

| PRE-KINDERGARTEN EARLY LEARNING EDUCATOR RATE OF PAY | | | | | |
|---|---|---|---|---|---|
| Effective Date | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| September 1, 2015 | 21.81 | 22.78 | 23.75 | 24.71 | 25.68 |

- Pay will be based on years of service.
- Pay will be calculated using total number of student days within the Pre-Kindergarten Program plus one additional orientation day and one additional day at the end of the year, or as otherwise scheduled by the Supervisor of Early Learning.
- Evaluation processes will be conducted in accordance with Policy GDN.
- The Employer shall pay the fees associated for maintaining current Criminal Record Checks for Early Learning Educators.

## 22.13 SCHEDULE "G" – SPEECH LANGUAGE PATHOLOGIST

| SPEECH LANGUAGE PATHOLOGIST RATE OF PAY | | | | | | | |
|---|---|---|---|---|---|---|---|
| Effective Date | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 |
| September 1, 2015 | 50.42 | 52.32 | 54.24 | 56.16 | 58.02 | 59.99 | 61.90 |

- Pay will be based on years of service.
- Pay will be calculated using total number of teacher days plus applicable Statutory Holidays.
- Evaluation processes will be conducted in accordance with Policy GDN.

## 22.14 SCHEDULE "H" – SIGN LANGUAGE INTERPRETER

| SIGN LANGUAGE INTERPRETER RATE OF PAY | | | | | |
|---|---|---|---|---|---|
| Effective Date | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| September 1, 2015 | 19.88 | 21.07 | 22.23 | 23.38 | 24.56 |

- Pay will be based on years of service.
- Pay will be calculated using total number of student days and the first teacher day plus applicable Statutory Holidays.
- Evaluation processes will be conducted in accordance with Policy GDN.

22.15 SCHEDULE "I" – FOOD SERVICES WORKER

| FOOD SERVICES WORKER<br>RATE OF PAY | | | |
|---|---|---|---|
| Effective Date | | | |
| September 1, 2015 | 22.48 | | |

- Pay will be based on years of service.
- Pay will be calculated using total number of days that food services are required in the Vauxhall Academy of Baseball dormitory, excluding Sundays, and days that the dormitory is vacant; and one of the first teacher days plus applicable Statutory Holidays.
- Evaluation processes will be conducted in accordance with Policy GDN.

22.16 SCHEDULE "J" – EDUCATIONAL BEHAVIOUR CONSULTANT

| EDUCATIONAL BEHAVIOUR CONSULTANT<br>RATE OF PAY | | | | | | | |
|---|---|---|---|---|---|---|---|
| Effective Date | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 |
| September 1, 2015 | 34.17 | 36.14 | 38.11 | 40.07 | 42.04 | 44.01 | 45.97 |

- Pay will be based on years of service.
- Pay will be calculated using total number of teacher days plus applicable Statutory Holidays.
- Evaluation processes will be conducted in accordance with Policy GDN.

22.17 The anniversary date for grid movement shall be September 1st where a Regular Employee has worked one-hundred and twenty (120) Full-time Equivalent days (Ten-Month Employee) or one-hundred and fifty (150) Full-time Equivalent days (Twelve-Month Employee) in the previous school year.

Employees transferring to a higher classification shall move to the yearly rate in the higher classification that is next higher to the rate in the former classification.

Employees voluntarily moving into an equal or lower paid classification shall be paid at the corresponding yearly rate in the new classification.

When an Employee involuntarily moves into a lower paid classification, the Employee's salary will be "Grandfathered" until such time as the Employee's salary in the new classification is equal to or greater than the new classification the Employee has transferred.

22.18 All Regular Ten-Month Employees and Twelve-Month Employees will have their salary paid over a twelve-month period.

## ARTICLE 23 – USE OF AN EMPLOYEE'S VEHICLE

23.1 The Union and Employer agree that when an Employee is required to use their personal vehicle for School Board business such use shall be in accordance with Board Policy EEACAA.

## ARTICLE 24 – NOTICES

24.1 Each Employee shall keep the Employer informed of the Employee's current address and telephone numbers.

24.2 All communications between the Parties, unless otherwise specified, shall be addressed to:

(a) In the case of the Union, the President and/or Secretary of the Union, or their representative who shall be an Employee of the Employer, at the Union's last known address.

(b) In the case of the Employer, the Superintendent and/or designate.

24.3 The Employer agrees to the use of existing bulletin boards for posting Union material.

*** ******* ***

Dated this 14th day of April, 2017.

| SIGNED ON BEHALF OF | SIGNED ON BEHALF OF |
| --- | --- |
| HORIZON SCHOOL DIVISION No. 67 | CANADIAN UNION OF PUBLIC EMPLOYEES, Local 3203 |
| [redacted] | |

## LETTER OF UNDERSTANDING #1 – Apprenticed Employees

BETWEEN

HORIZON SCHOOL DIVISION NO. 67
AND
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL NO. 3203

RE: APPRENTICED EMPLOYEES

The Parties agree that the following conditions and understandings will apply to "APPRENTICED EMPLOYEES":

DEFINITION
"Apprenticed Employees" are Employees who are registered as Apprentices under the Apprenticeship and Industry Training Act and who are specifically employed to work at and to learn the applicable trade.

APPLICATION
Apprenticed Employees shall be granted all the terms and conditions of a "Temporary Employee' as defined in the Collective Agreement between the Parties and shall be terminated from employment upon completion of each period of on the job training with the Employer.

Apprenticed Employees shall be trained to the standards applicable to that particular trade and shall be entitled to make such application for journeyman status, or to take such training as may be required to achieve such status, with every cooperation of the Employer and with all reasonable dispatch.

PAYMENT OF WAGES
Apprenticed Employees shall be paid within five (5) working days of the end of the pay period.

An apprenticed Employee shall be paid according to the Apprenticeship and Industry Training Act and applicable Trade Regulation.

This Letter of Understanding shall be in effect until August 31, 2019.

| SIGNED ON BEHALF OF | SIGNED ON BEHALF OF |
|---|---|
| HORIZON SCHOOL DIVISION No. 67 | CANADIAN UNION OF PUBLIC EMPLOYEES, Local 3203 |

## LETTER OF UNDERSTANDING #2 – High School Student Employment

BETWEEN

HORIZON SCHOOL DIVISION NO. 67
AND
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL NO. 3203

RE: High School Student Employment – Off Campus Education Programs

This will confirm that the Horizon School Division No. 67 and the Canadian Union of Public Employees, Local 3203 jointly agree in providing students with opportunity to start learning and practicing possible future trade opportunities. It is therefore agreed that the High School students working in Horizon School Division No. 67 on an irregular part-time or casual basis, under Off Campus Education programs such as the Registered Apprenticeship Program (RAP) or other work experience course or courses, shall not fall within the scope of the Collective Agreement between the Parties. When said students may be hired on a temporary basis, such as during the summer months, which is outside of any Off Campus Education program, they shall fall within the scope of the Collective Agreement.

It is further understood that no current Regular or Temporary Employee within CUPE Local 3203 will be laid off or have a reduction of hours as a direct result of providing students with Off Campus Education opportunities.

This Letter of Understanding shall be in effect until August 31, 2019.

| SIGNED ON BEHALF OF | SIGNED ON BEHALF OF |
| --- | --- |
| HORIZON SCHOOL DIVISION No. 67 | CANADIAN UNION OF PUBLIC EMPLOYEES Local 3203 |

[redacted]

JS/LRC
COPE#491
07Apr2017

LETTER OF UNDERSTANDING #3 – New Classification – Courier Driver

RECEIVED
SEP 21 2019

BETWEEN

HORIZON SCHOOL DIVISION No. 67
AND
CANADIAN UNION OF PUBLIC EMPLOYEES Local No. 3203

RE: New Classification – Courier Driver

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The parties hereby agree to a new Classification pursuant to Article 6, and to the following terms surrounding its creation:

1. The title of the new Classification shall be Courier Driver, and the agreed upon salary scale as follows, shall be considered under Article 22.19 Schedule "K" – Courier Driver effective September 1, 2018:

| **Effective Date** | **Hourly Rate Year 1** |
|---|---|
| **September 1, 2018** | $17.50 |

2. Pay will be calculated using a minimum of total number of teacher days plus applicable Statutory holidays as per the Collective Agreement.
3. For Full-time based Courier Driver, the normal work week shall be thirty-five (35) hours per week normally consisting of five (5) days of seven (7) hours each. Scheduling of weekly hours of work may be done to provide services beyond the hours as outlined and to meet the needs of schools but shall not exceed forty (40) hours per week.
4. If the position becomes vacant the Employer agrees to post the vacancy from June 15th to August 15th of each year, if the position is not filled by August 15th the Employer agrees to meet with the Union to discuss alternate methods of filling the vacancy. Applicants who meets the requirements of the position shall not be unseasonably denied.
5. The Courier Driver shall be eligible for pension plan benefits as per Article 20.8 of the Collective Agreement.
6. The parties further agree that the new Classification shall form part of the Collective Agreement effective September 1, 2018.

| SIGNED ON BEHALF OF<br>HORIZON SCHOOL DIVISION No. 67 | SIGNED ON BEHALF OF<br>CANADIAN UNION OF PUBLIC EMPLOYEES, |
|---|---|
| [redacted] | |

JY/LRC
COPE#491 30Aug2018

horizon
school division

**Letter of Understanding**

**between**

**HORIZON SCHOOL DIVISION**

**("the Employer")**

**and**

**Canadian Union of Public Employees, Local 3203**

**("the Union")**

This Letter of Understanding is made without precedent to the interpretation or application of the Collective Agreement, or any other agreements between the Parties, or to any future similar dispute between the Parties.

**RE: COVID-19 Coronavirus In School Class Cancellation Related Layoffs**

WHEREAS the Parties have a mutual desire to support the goals and direction of the Alberta Government and Alberta Public Health Officials to minimize the impact of the COVID-19 Coronavirus on our workplaces and the community, and

WHEREAS layoffs are necessary due to the in school class cancellation and provincial government direction and funding.

The Parties agree to the following terms:

- Despite no obligation to give advance notice, the Employer will provide notice to all laid off employees as soon as possible and the layoff shall not be effective until the end of the day April 30, 2020.

- For any employee currently on the provided benefit plans, despite no legal obligation to do so, the Employer will offer to extend that benefit coverage for the duration of the needed layoff or as long as the benefit carrier will permit, to a maximum of August 19, 2020. This will not include Pension and/ or RRSP contributions that will be discontinued during the layoff

horizon
school division

- In the unique circumstances of this unforeseen temporary layoff due to in person class cancellation resulting from the COVID-19 Pandemic, laid off employees remain attached to their current job placement and will be recalled to their existing placement upon the resumption of in person classes, absent a notified change to this placement resulting from the normal school year end and new school year planning. Change, if any, to their job placement would be in accordance with our normal process and in compliance with the Collective Agreement.

Any difference in the application, implementation or interpretation of this Letter will be resolved in accordance with the Grievance Procedure.

**All of which is agreed, this 14th day of April 2020, by:**

_____

[redacted]

LETTER OF UNDERSTANDING
BETWEEN
THE HORIZON SCHOOL DIVISION
(hereinafter referred to as the "Employer", of the first part)

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3203
(hereinafter referred to as the "Union", of the second part)

Re: New Classification – Classroom Supervisor

The parties hereby agree to a new classification pursuant to Article 6, and to the following terms surrounding its creation:

1. The title of the new classification shall be Classroom Supervisor, and the agreed upon salary scale as follows, shall be considered under Article 22.19 SCHEDULE "N" – CLASSROOM SUPERVISOR effective September 1, 2020:

| Effective September 1, 2020 | Hourly Rate |
|---|---|
| Type A - Individuals must hold a minimum of two (2) years of post secondary experience from a recognized college and/or university OR<br>Five (5) years experience working in a school/classroom setting with a minimum of fifty (50) days worked per year. Experience must be held within the last ten (10 years) | $26.00 |
| Type B - Individuals must have a high school diploma (GED does not qualify) | $24.00 |

2. Pay will be calculated hourly for this casual position.
3. Utilization of this casual position shall be identified in policy GCE.
4. The parties further agree that the new classification shall be incorporated into the new Collective Agreement effective September 1, 2018

ON BEHALF OF THE EMPLOYER: ON BEHALF OF THE UNION:

[redacted]