

# COLLECTIVE AGREEMENT

Between



**Northern Gateway**  
Public Schools

**NORTHERN GATEWAY SCHOOL DIVISION**

And

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

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 3705 (Support Staff)**

**September 1, 2021 - August 31, 2024**



Canadian Office &  
Professional Employees  
AL:rw:df/Local 491

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## **PURPOSE OF AGREEMENT**

A Collective Agreement is intended to set certain terms and conditions of employment and to maintain a harmonious relationship between the Employer and the Union.

## **ARTICLE 1 – MANAGEMENT RIGHTS**

1.01 The Employer retains the exclusive right to manage and control its operations subject only to the express terms of this Agreement. All management functions, rights, powers, and responsibilities which the parties have not modified by this agreement are retained and vested exclusively in the Employer.

## **ARTICLE 2 – RECOGNITION AND UNION/MANAGEMENT RELATIONS**

- 2.01 The Employer recognizes the Canadian Union of Public Employees (CUPE) as the sole and exclusive bargaining agent for the employees according to Certificate No. C-1960-2021 issued by the Alberta Labour Relations Board and hereby agrees to negotiate with the Union, or any of its authorized representatives concerning matters affecting the relationship between parties. The Union will supply the Employer with a list of its officers and/or representatives.
- 2.02 No employee will make written or verbal agreement with the Employer or its representatives which conflicts with the terms of this Collective Agreement.
- 2.03 The Union or any of its members will have the right to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer.
- 2.04 All correspondence between the parties required under this Collective Agreement will pass to and from the Superintendent/designate of the Employer and the President/designate of the Union and where applicable, be copied to the principal of a staff member and the Local National Representative.
- 2.05 Copies of all policies adopted by the Employer which affect the employees covered by this Agreement will be forwarded to the President/designate of the Union.
- 2.06 An employee who files a grievance under the grievance procedure will be allowed time off with pay to attend meetings held during working hours at the Employer's request.

- 2.07 Any representative of the Union or the Bargaining Committee who is required by the Employer to attend mutually agreed to meetings during working hours will not suffer loss of pay or benefits for time away from work for such meeting. The number of employees on the union bargaining committee not to exceed the number of Trustees on the Employer bargaining committee, or five (5), whichever is greater.
- 2.08 The Employer recognizes the employee's right to be protected from harassment and discrimination based on Employer Policy/Procedures, Human Rights legislation and the Alberta *Labour Relations Code*.

### **ARTICLE 3 – UNION MEMBERSHIP/DUES**

- 3.01 The Employer agrees to deduct each month an amount equal to monthly union dues as established under the Constitution and By-laws of the Union from the salary of all employees.
- 3.02 The Employer will note the individual Union dues deducted and enter the amount on T-4 slips issued for income tax purposes.
- 3.03 Deductions will be made from the payroll and will be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15<sup>th</sup>) day of the month following, accompanied by a list of names of the employees from whose wages the deductions have been made specifying which employees are part-time or full-time. In January of every year the Employer will provide the Secretary-Treasurer of the Union with an updated list of names, addresses, email addresses, and phone numbers of all members of the bargaining unit.
- 3.04 Employee Contact Information
- The Employer will provide to the Union a list of all the employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work e-mail, and, if available, personal e-mail. The list will also indicate the employee's work site and employment status (such as full-time, part-time, temporary, seasonal, or casual), and if the employee is on a leave of absence. The employee contact list will be provided in an electronic spreadsheet to the Unions designated contact on a bi-annual basis.
- 3.05 The Employer agrees to provide new employees with a copy of the Collective Agreement.

## **ARTICLE 4 – LABOUR/MANAGEMENT COMMITTEE**

- 4.01 A Labour/Management Committee will be established consisting of an equal number of employees representing the Union and representatives of the Employer to a maximum of four from each party. The committee will normally meet outside regular working hours at mutually agreed to times and dates. Should the Employer call a meeting of the committee during working hours, the Union representatives will be entitled to leave with pay for the meeting. The parties will be responsible for any expenses incurred by their representatives.
- 4.02 The committee will not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The committee will not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The committee will have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

## **ARTICLE 5 – EMPLOYEE DEFINITIONS**

- 5.01 An "Employee" will mean any employee of the Employer for whom the Union has been certified as a bargaining agent:
- (a) "Regular Employee" is one who works on a full or part-time basis:
    - (i) "Full-time Employee" will mean an employee who regularly works the full-time hours established in 9.01 (Hours of Work).
    - (ii) "Part-time Employee" will mean an employee who regularly works less than the full-time hours established in 9.01 (Hours of Work). The provisions of this agreement will apply to Part-time Employees on a pro-rata basis.
  - (b) A "Casual Employee" is an employee hired to replace a Regular Employee absent from work on sick leave, holiday, vacation, or other approved leave of absence. Such an employee will receive pay at 0 years of experience on the appropriate grid. A Casual Employee who serves the three (3) month probation period in one (1) position will have their qualifications and experience recognized as per the appropriate pay grid commencing upon successful completion of the probation period.
  - (c) A "Temporary Employee" is an employee hired for a specific job not to exceed six (6) months.
  - (d) "Probationary Employees" are all persons initially hired on trial to determine their suitability and compatibility for continued employment. All

employees will be considered probationary for the first ninety (90) calendar days.

- (i) All probationary period employees will be provided feedback and the opportunity to incorporate that feedback in an attempt to meet expectations. Should it not be practical to establish the employee's suitability for permanent employment, the employee and supervisor may submit a mutual request to the Superintendent/designate to extend the probation period for up to an additional three (3) calendar months. If the Superintendent/designate approves the request for an extension, the Union will be notified in writing of the extension and to whom it pertains and the reason for the probationary extension. Probationary Employees will not be considered as having regular status and may be discharged at the sole discretion of the Employer without access to the grievance procedure. Probationary Employees will have access to the grievance procedure for all purposes of the agreement except discharge.

5.02 The provisions of Articles 1, 2, 3, 4, 5, 9, 10, 11, 12, 13, 17, 18, 19, 20, and 21 will apply to Temporary, Probationary, and Casual Employees. Articles 6, 7, 8, 14, 15, and 16 will not apply to Temporary, Probationary, and Casual Employees. However, should a Casual position exceed ten (10) consecutive working months all provisions of this Collective Agreement will apply.

5.03 References to gender will be understood as they, their, and them throughout the Collective Agreement.

5.04 A word used in the singular applies also in the plural.

5.05 "Supervisor" is the individual to whom an employee is directly responsible.

5.06 "Month" is a calendar month.

## **ARTICLE 6 – SENIORITY**

6.01 Seniority is defined as the length of service in the employ of the Employer from the original date of hire and will be used as a factor in determining promotions, transfers, demotions, lay-offs and recall. Seniority for all employees will be based on hours worked.

6.02 The Employer will maintain a seniority list showing the date upon which an employee's service commenced. An up-to-date seniority list will be sent to the Union when requested.

6.03 After the completion of the probationary period, seniority will be effective from the original date of employment.

- 6.04 An employee will only lose their seniority in the event:
- (a) They are discharged for just cause and is not reinstated.
  - (b) They resign in writing.
  - (c) They are laid off for a period longer than sixteen (16) months.
- 6.05 Part-time Employees will accumulate seniority based on hours worked
- 6.06 When a person is hired for a continuous casual or temporary assignment of three (3) months or longer a record will be kept of the hours worked in this assignment. In the event that such person is hired for full-time or part-time employment, they will thereafter be credited with seniority for such time worked.

## **ARTICLE 7 – STAFF CHANGES**

- 7.01 When a permanent vacancy occurs, or when a new regular position is established by the Employer, the Employer will post notice of the position for a minimum of one (1) week or longer until a qualified applicant is found.
- When a vacancy or new position is posted and circumstances require the Employer to fill the vacancy or new position before the expiration of the posting period, the appointment will be made on a temporary basis only. The Employer will fill such vacant position on a permanent basis as soon as a qualified applicant becomes available.
- 7.02 The notice referred to in clause 7.01 will specify the nature of the position, qualifications, required knowledge and education, skills, FTE, hours of work and wage rate.
- 7.03 Where qualifications and experience appropriate to the vacant position are deemed equal by the Superintendent/designate, then seniority will be the determining criteria.
- 7.04 The Union will be notified in writing of all staff changes within seven (7) days of their occurrence.
- 7.05 When the Employer temporarily assigns a Regular Employee to a position with a lesser rate of pay than their rate of pay, they will not have their rate of pay reduced.
- 7.06 (a) When an employee agrees to substitute for a teacher, on a day not regularly scheduled to work, they will be paid the non-certificated teacher substitute rate of pay.

- (b) When an employee is required to substitute for a teacher, on a day regularly scheduled to work, they will be paid their regular rate of pay or non-certificated teacher substitute rate of pay, whichever is greater.

## **ARTICLE 8 – LAY-OFFS AND RECALLS**

- 8.01 Where a lay-off occurs, if the qualifications and experience appropriate to the classification (School Secretary, Library Clerk, Teacher Assistant, Home Liaison Worker/First Nations, Metis, and Inuit (FNMI) Counsellor) in which the lay-off occurs are equal among the employees in the same classification and school, then the most junior employee in the classification/school in which the lay-off occurs will be laid off.
- (a) A transfer from one position to another (same FTE) within a school will not constitute a lay off. Transfer means a move from one position to another within the same pay grid classification.
  - (b) An employee whose hours of work are reduced will, subject to 8.02(d), have first opportunity for casual hours of work in the school if the Principal deems that their skills are appropriate.
- 8.02
- (a) Notwithstanding Article 7.03 (Staff Changes), an employee on lay-off will be given first opportunity on the basis of seniority to a vacant position in the classification and at the school from which they were laid off, provided that the employee is qualified, able and willing to perform the duties of the vacant position.
    - (i) If the employee cannot be recalled to the school and classification from which the lay-off occurred, the employee will have the opportunity to be recalled under the foregoing conditions to another school provided there are no employees on lay-off from that school.
  - (b) In the event the Employer is unable to contact the employee personally, or by telephone, recall will be deemed to have been carried out seven (7) calendar days after sending a registered letter to the last known address of the employee as shown on the Employer's records.
  - (c) Notice of return to work in September will be issued by the Principal by the 15<sup>th</sup> of June.
  - (d) Where practicable, employees on lay-off will be given first opportunity for casual hours of work. This opportunity for hours of work will not be deemed as a recall.



- (e) When an employee is recalled to a location more than fifty (50) kilometers from the location from which they are laid off, the employee will have the option to accept or reject recall opportunity without jeopardizing their future right of recall or recall opportunity.
  - (i) An employee will respond to a recall notice within five (5) days of having received said notice.
  - (ii) If an employee is unable to commence working in accordance with a recall opportunity within seven (7) calendar days for reasons of illness or injury, not to exceed six (6) weeks, supported by a medical certificate the position will be filled temporarily until such time the employee is able to resume employment.

8.03 Employees with more than three (3) months continuous service who are laid off will be given at least fourteen (14) calendar days' notice in writing or five (5) working days wages in lieu of notice at the option of the Employer. This article does not apply to July/August lay-off when the employee is scheduled to return in the fall.

8.04 For purposes of Article 7 (Staff Changes) and Article 8 (Lay-off and Recalls), qualifications include academic qualifications, skills and abilities.

8.05 Employee requests for reassignments within each school and classification will be made in writing. Such requests will be submitted to the school <sup>Principal</sup>.

## **ARTICLE 9 – HOURS OF WORK**

9.01 (a) The regular full-time hours of work for school Secretary's positions under this Agreement are seven (7) hours per day, five (5) days per week.

(b) The regular full-time hours of work for all other positions under this Agreement are six and a half (6.5) hours per day, five (5) days per week.

9.02 Article 9.01 is not a guarantee of hours of work for an employee and is not intended to limit the right of the Employer to determine the hours of work and work schedule for each employee.

9.03 Each employee will be permitted a rest period of fifteen (15) consecutive minutes during the first half of the working day and fifteen (15) consecutive minutes during the second half of the working day, provided the employee works a minimum of three (3) hours in the morning and/or three (3) hours in the afternoon.

9.04 Each employee will be permitted a minimum of one-half (1/2) hour without pay for a meal break once per shift in excess of five (5) hours unless an emergency occurs.

## **ARTICLE 10 – OVERTIME**

- 10.01 Overtime hours will be defined as hours worked by an employee in excess of eight (8) hours per day or forty (40) hours per week.
- 10.02 No overtime hours will be worked without specific pre-authorization by the Principal.
- 10.03 Overtime will be paid for at the rate of one and one-half (1 ½) times the employee's regular wage rate. If an employee wishes to bank overtime hours, as referenced in clause 10.01, for future time off, it will be banked at the rate of one and one half (1 ½) times.
- (i) When banked time is accessed, it will be paid at straight time.
  - (ii) Banked time not accessed will be paid out at the end of the school year at straight time.
- 10.04 An employee who is called back to work outside of their regular working hours will be paid for a minimum of three (3) hours at regular straight time rates or overtime rates for the hours actually worked, whichever is the greater.

## **ARTICLE 11 – WORKING TIME BEYOND REGULAR SCHEDULED HOURS**

- 11.01 Any time worked which would normally qualify for Overtime payment in accordance with Article 10 will not be affected by this article.
- 11.02 No time beyond regularly scheduled hours will be worked without specific preauthorization by the Principal and requiring mutual agreement.
- 11.03 The first ten (10) hours of work beyond regularly scheduled hours will be banked for future time off.
- 11.04 Such banked time will be accessed through agreement of the Principal of the school at a mutually agreed upon time.
- 11.05 Any time accumulated beyond ten (10) hours, the employee will have the choice of banking for future time off on an hour worked for an hour time off basis or the employee may request to be paid out at the straight time rate, on the next pay period.
- 11.06 Any time accumulated under the operation of this article, which has not been accessed, will be paid out at the end of the school year at the straight time rate.

## ARTICLE 12 – GENERAL HOLIDAYS

12.01 The Employer recognizes the following as general holidays:

New Years Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	

Employees on lay-off for the Christmas break and the Easter (Spring) break will be paid for Christmas, Boxing Day, New Years Day, Good Friday and Easter Monday provided they meet the requirements of Article 12.02. Employees on lay-off during July/August will not be paid for Canada Day unless it falls on a working day and they work on the day following Canada Day.

12.02 An employee who would normally work on a day on which a general holiday falls and who is at work or on an approved leave of absence on their last working day preceding or first working day following the holiday and who does not work on the holiday will be paid their normal days wages for the holiday.

12.03 An employee who works on a general holiday which falls on a day which is not normally a working day for the employee will be paid at the rate of one and one half (1 ½) times their hourly rate for each hour worked.

12.04 An employee who works on a general holiday other than one provided for in 12.03 will be paid their regular hourly rate for each hour worked and in addition will be provided with one (1) day leave without loss of pay or benefits, scheduled prior to or in conjunction with their next vacation period.

12.05 When New Years Day, Remembrance Day, Christmas Day or Boxing Day fall on a Saturday or Sunday, the holiday will be moved to the closest Friday or Monday.

12.06 Part-time Employees will be paid 4.4% of their gross wages monthly in lieu of named holiday pay.

## **ARTICLE 13 – VACATION**

- 13.01 (a) Employees will earn vacation pay according to the following schedule:
- (i) during the first (1<sup>st</sup>) year of employment 4% of regular wage;
  - (ii) during the second (2<sup>nd</sup>) through eighth (8<sup>th</sup>) years of employment, 6% of regular wage;
  - (iii) during the ninth (9<sup>th</sup>) through fourteenth (14<sup>th</sup>) years of employment, 8% of regular wage;
  - (iv) during the fifteenth (15<sup>th</sup>) through nineteenth (19<sup>th</sup>) years of employment, 10% of regular wage;
  - (v) during the twentieth (20<sup>th</sup>) year of employment and subsequent years of employment, 12% of regular wage.
- (b) Such amounts as outlined in 13.01(a) will be paid out in December, the month in which Easter vacation falls, and the balance will be paid at the end of June.

## **ARTICLE 14 – PAID LEAVE ARTICLE**

- 14.01 Sick leave is defined as the period of time an employee is absent from work with pay by virtue of being sick or disabled or because of an accident, provided that compensation is not payable under the *Alberta Workers' Compensation Act*.
- 14.02 Regular employees will earn sick leave at the rate of two (2) working days per month worked to a maximum of sixty-five (65) working days.
- 14.03 Sick leave with pay up to the amount of earned but unused sick leave will be granted for the reasons set out in 14.01 and for medical and dental appointments for which medical certificates are provided to the Employer if requested. Employees will be entitled to use two (2) days per year of their accumulated sick days in the event of a sick dependent or in the event you are a primary caregiver.
- 14.04 At the Employer's request, an employee will be required to provide satisfactory proof of attendance at a medical, dental, physiotherapy, optical, or such other appointment when time off from work is granted to attend such appointments. Costs associated with proof of appointment will be paid by the Employer.

14.05 An employee may be required to provide a certificate from a medical practitioner for any absence on sick leave in excess of three (3) consecutive working days, certifying that they were unable to carry out their duties due to sickness, disability or accident. The Employer will reimburse all costs of providing such documentation.

If the Employer suspects abuse of sick leave, the employee will be subject to the attendance management program and may be required to provide a doctor's note at the Employer's request. The Employer will reimburse all costs of providing such documentation.

14.06 The Employer may require an employee to submit to a medical examination by a doctor named by the Employer if sickness or disability extends for more than thirty (30) days. All costs associated with this examination will be paid by the Employer.

14.07 A deduction will be made from accumulated sick leave of all normal working days (exclusive of holidays) absent because of sickness, disability or accident.

14.08 An employee prevented from performing their regular work with the Employer on account of an occupation accident that is covered by the *Alberta Workers' Compensation Act* will receive from the Employer, the difference between the amount payable by the Alberta Workers' Compensation Board and their regular wages, while the employee is in receipt of compensation from the Alberta Workers' Compensation Board for a maximum period equal to earned but unused sick leave at commencement of compensable injury. Deductions from sick leave will be on a pro-rated basis at the same percentage as the Employer pays of the employee's salary.

14.09 When an employee's employment terminates all sick leave credited to the employee will be cancelled.

14.10 Critical Illness

Upon prior notification to the Principal, compassionate leave will be granted, with pay and benefits, for the following reasons:

- (a) In the event of critical illness of an employee's spouse, child or parent, parent of spouse, grandparent, grandchild, child in-law, or relative who resides in the same household, a period of leave up to three (3)-school days. Critical illness will mean a life-threatening illness. The Employer may require a medical certificate signed by a duly qualified medical practitioner.

#### 14.11 Bereavement Leave

- (a) In the event of a death of an employee's spouse, child, grandchild, parent or parent of spouse, child in-law a period of leave up to five (5) school days to attend the funeral and/or make funeral arrangements.
- (b) In the event of the death of an employee's sibling, grandparent, grandchild, or a close relative who is residing in the employee's household, a period of leave up to three (3) school days to attend the funeral and/or make funeral arrangements.
- (c) In the event of the death of an employee's sibling in-law, grandparent of spouse, a period of leave up to one (1) school day to attend the funeral.

14.12 Two (2) days per year will be allowed for family medical appointments provided such family member is part of the employee's household and has lived with the employee on a continuous basis in the past. Such leaves will be taken as half days or full days. At the Employer's discretion, a letter of notification and/or a signed statement from the medical officer will be submitted to the Superintendent/designate within thirty (30) days of the leave.

14.13 The Employer recognizes that an employee may require time off to attend to personal affairs. It therefore will approve two (2) days per school year. These days can be accumulated - two (2) days each for the prior two (2) school years plus two (2) days for the current school year. These days will be at no loss of pay or benefits subject to the following provisions:

- (a) Personal leave must be applied for at least three (3) days in advance of the leave being taken. Applications must be approved by the immediate supervisor. Emergent situations will require approval of the site supervisor and the Superintendent/designate.
- (b) Personal leave will not be granted to extend the Christmas break, spring recess, or summer vacation period.

All personal leave will be taken as half days or full days.

#### 14.14 Inclement Weather

An employee will not suffer loss of pay due to absence, despite reasonable effort, when the employee is unable to travel to their site from their usual place of residence because of inclement weather, impassable road conditions or the failure of transportation facilities other than their own, provided that this benefit will not apply if the employee's usual place of residence is outside the School Division. An employee who is accessing this leave will notify their Principal/designate verbally prior to the commencement of the school day. Within three (3) days of returning to regular duties, the employee must complete the appropriate form, copying their Principal/supervisor.

14.15 Additional leaves of absence may be granted by the Superintendent with pay and benefits, if and when all other paid leave provisions have been accessed.

14.16 Professional Development

Employees will be paid for attending school based/divisional PD days or other PD days when approved or directed by the Principal to attend.

14.17 Temporary Ceremony Leave

The Employer will grant a temporary leave of absence with pay of one (1) day to an employee who wishes to attend their own wedding, convocation, or graduation from a post-secondary institution.

14.18 Union Leave of Absence

Operational requirements permitting, leave of absence with pay and with benefits may be granted on written request to the Superintendent/designate (c.c. Principal) by employees for Union business. No more than two employees from each school site and the President or designate up to a maximum of five (5) in total may be absent at any one time under this article. When such leave of absence is granted, the Employer will continue to pay wages and benefits and bill the Union for actual wages plus twenty percent (20%) for benefits. The Union agrees to reimburse the Employer forthwith.

## **ARTICLE 15 – UNPAID LEAVE OF ABSENCE**

15.01 The Employer may grant leaves of absence without pay and/or benefits.

15.02 Maternity/Parental Leave

Maternity/Parental leave will be defined as leave without pay or benefits granted by the Employer to a Regular Employee who is pregnant or who will be the primary care giver of a natural or adopted child of that employee. An employee will be eligible for maternity/parental leave after) at least ninety (90) days of employment.

15.03 (a) Maternity leave will be for a period not to exceed sixteen (16) weeks effective not more than twelve (12) weeks before the date of delivery.

(b) Parental leave will be for a period not to exceed thirty-seven (37) consecutive weeks within the first seventy-eight (78) weeks following the birth or adoption of a child.

- (i) The employee will, in consultation with the Superintendent, establish a date of return from the leave at the time the leave is taken. Where the leave exceeds six weeks the return to work will coincide with natural breaks or reporting periods during any school year.
  - (c) The combination of maternity/parental leave will not exceed seventy-eight (78) weeks.
- 15.04 A request for maternity leave must be made in writing a minimum of four (4) weeks prior to the date the leave is intended to commence and will be accompanied by a medical certificate indicating the estimated date of delivery. A request for parental leave must be made in writing a minimum of four (4) weeks prior to the date the leave is to commence.
- 15.05 An employee on maternity leave will provide the Employer with four (4) weeks written notice of the date they wish to return to work and upon their return to work they will be placed in the same classification held by them immediately prior to them taking maternity leave or alternative work of a comparable nature. If, within four (4) weeks prior to the end of the maternity leave, the employee has not provided written notice of their return to work, they will be deemed to have resigned their position.
- 15.06 Maternity Benefit Top-up
- (a) The Employer will implement an Employment Insurance Maternity Benefit Top-up Plan (the EIMBT Plan) which employees will access for ninety-five percent (95%) of the employee's normal weekly salary during the health-related portion of their maternity leave.
  - (b) The EIMBT Plan will replace sick leave and the employee will have no access to sick leave while on maternity leave.
  - (c) The EIMBT Plan will be payable for a maximum of sixty-five (65) working days or for the period equal to the employee's accumulated sick leave, whichever is less. The EIMBT Plan will not be payable with respect to any period during which the employee would not have worked but for being on maternity leave.
  - (d) The Employer will pay its portion of each employee's benefit plans premiums only while the employee is eligible for the EIMBT Plan.
  - (e) The remainder of the maternity leave not covered by the EIMBT Plan will be without pay. In this case, the employee will have access to their applicable benefit plans provided the employee pays the full cost.



15.07 Education Leave

The Employer agrees to pay the cost of those courses which it requires an employee to attend. employees who are required by the Employer to attend and to write examinations directly related to such courses will not suffer a reduction in wages.

15.08 Community Leave

The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer will allow leave of absence without pay for a maximum of five (5) days per school year so that an employee may be a candidate in Federal, Provincial or Municipal elections.

15.09 EI Compassionate Leave

The Employer agrees to provide leave of absence without pay to the extent of Employment Insurance benefits available to the employee on compassionate grounds.

**ARTICLE 16 – HEALTH BENEFITS AND PENSION**

- 16.01 (a) The Employer agrees to sponsor the following benefit plans and contribute 96% of the benefits insurance premiums. Application of such plans and requirements for enrolment will be subject to conditions provided for in the plans.

Employees working fifteen (15) hours or more per week are eligible for the enrolment (subject to carrier approval).

- (i) Life and Accidental Death and Dismemberment Insurance ASEBP. Schedule 2
  - (ii) Long Term Disability, Plan D ASEBP
  - (iii) Blueflex Revised Option 1 Extended Health and Vision Plan
  - (iv) Blueflex Revised Option 1 Dental Plan
  - (v) Alberta Health Care
- (b) In recognition of the payments made towards benefit plans by the Employer, the Union will permit it to retain and not pass on to employees any rebates of premiums otherwise required under Employment Insurance regulations.

- 16.02 Premium contributions will continue for the months of July and August, for employees who have worked the full preceding school year. For employees who have not worked the full preceding school year the premiums for July and August will be prorated in proportion to the proportion of the school year worked. Article 5.01 (a) (ii) will also apply. The employee's portion of premiums will be deducted in the month of June.
- 16.03 Notwithstanding Article 14 (Paid Leave), after ninety (90) consecutive calendar days of disability, sick leave payments will cease, and the Employer will have no further obligation to pay salary or benefits to the employee.

The employee will apply for long-term disability benefits within ninety (90) continuous calendar days of disability.

16.04 Pension Contribution

The Division provides for participation in the Local Authorities Pension Plan (LAPP) under the following condition:

- (a) Term specific/Temporary – Membership is optional at employees' choice if the employee works twenty-five (25) or more hours per week, and
- (b) Continuous (ten (10) or twelve (12) months) – Mandatory if employee works thirty (30) or more hours per week or optional at employee's choice if employee works from twenty-five (25) hours up to but not including thirty (30) hours per week.
- (c) If employees are participating in the Local Authorities Pension Plan and their work hours are reduced, but not below fourteen (14) hours per week, the employees may choose to continue participation.

16.05 RRSP Contribution

The Employer will match employee contributions to Registered Retirement Savings Plans for Regular Employees not covered by a Registered Pension Plan, Local Authorities Pension Plan or Teachers' Retirement Fund, subject to the following limits:

- (a) Employee participation in this RRSP benefit is optional. employees participating in the Local Authorities Pension Plan or the Teachers' Retirement Fund are not eligible for participation in the RRSP benefit. Casual Employees are not eligible for participation in this RRSP benefit.
- (b) Participating employees will maintain an RRSP to which payroll deductions are deposited monthly by the 15<sup>th</sup> day of each month following enrollment except for the month of December, which will be deposited by December 31<sup>st</sup>.

- (c) The Employer will deduct at source the employee's contribution as per instructions from the employee. The minimum monthly contribution will be \$25.00.
- (d) Payroll deduction changes will be permissible effective twice yearly (September 1<sup>st</sup> and February 1<sup>st</sup> of each year).
- (e) New employees will be eligible for participation the month following six (6) consecutive months of employment.
- (f) The Employer will match employee contributions to RRSP's subject to the limits outlined in Article 16.05(g).
- (g) The Employer will contribute up to 5.0% of gross annual salary to a maximum contribution of \$1000 per year per employee.
- (h) Employer contributions will be made to the employee's RRSP annually in September. Calculations will be based on the employee's income for the immediately preceding twelve (12) month period ending August 31<sup>st</sup>.
  - (i) This RRSP benefit will be registered with Sunlife Assurance Company.
  - (ii) The Employer contribution will be included as a taxable benefit on the employees' T-4 slip.

16.06 The Employer agrees to distribute to the employees, up to date information brochures describing the various benefit plans as soon as they are made available by the insurance companies.

16.07 Health Spending and Wellness Spending Account

Effective January 1, 2024, the Employer will contribute four hundred (\$400.00) annually to a combined Health (HSA) and Wellness Account (WSA) for each eligible employee. Eligible employee will mean any employee who is employed as a Regular Employee, for the use of eligible employee their spouse and dependents, which adheres to Canada Revenue Agency requirements. This amount is prorated based on the employee's FTE. The unused balance can be carried forward to the extent permitted by CRA. employees in the non-health related portion of a maternity or on an unpaid leave of absence or thirty (30) days duration or more are not entitled to the HAS/WSA. Employees leaving the School Division will forfeit any remaining balance.

The Employer will choose the third-party administrator of this plan. The administrator will manage the adjudication of claims and reimburses the employee.

## **ARTICLE 17 – WAGES**

- 17.01 Employees will be paid semi-monthly in accordance with the wage schedule set out in Schedule 'A' attached hereto and forming part of this Agreement from the first day of the month following ratification by the parties except as otherwise specified in the Memorandum of Agreement.

## **ARTICLE 18 – GRIEVANCE AND ARBITRATION PROCEDURE**

### 18.01 Definition of Grievance

A grievance under this Agreement will be defined as any difference or dispute between the Employer, the Union and/or any employee(s) concerning the interpretation, application, operation, or contravention or alleged violation of this Agreement.

### 18.02 Settling of Grievances

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. If the respondent fails to comply with the provisions of the grievance procedure, the grievance may be processed to the next step. If the grievor fails to comply with the provisions of the grievance procedure, the grievance will be considered abandoned. Time limits may only be extended by the written agreement of both Parties.

- (a) At any point during the Grievance procedure, employees will have the right to Union assistance.
- (b) Grievances dealing with dismissal will be entered at Step 2 and will be initiated within ten (10) working days of dismissal.

### 18.03 Step 1

An employee with the support of the union who believes that a problem regarding the interpretation, application, operation or contravention or alleged contravention of this Collective Agreement will first discuss the matter with their immediate supervisor within ten (10) working days of the date they first became aware of the matter giving rise to the complaint. The immediate supervisor in consultation with the Superintendent/designate, will attempt to resolve the matter and will deliver a written decision within ten (10) working days of the date the matter was first discussed.

## Step 2

If the complaint is not resolved at Step 1, the grievor or the Union will, within ten (10) working days of the date of the decision at Step 1, submit to the Superintendent/designate of the Employer, a signed written grievance. The nature of the grievance, the Article or Articles of the Collective Agreement which are alleged to have been violated and the remedy sought will be set out in the written grievance. The Superintendent/designate will deliver their decision in writing within ten (10) working days following the date on which the grievance was received.

## Step 3

If the Superintendent/designate is unable to resolve the grievance, the grievor or the Union will present the grievance to a committee of Trustees appointed by the Employer to consider grievances. Such grievance will be submitted within ten (10) working days of the date of the decision at Step 2. The grievor will be present at any hearing of the committee. If the grievance committee does not resolve the grievance to the satisfaction of the Union, the matter may be pursued to Step 4 within ten (10) working days of the decision of the committee.

### 18.04 Step 4

If the grievance is not settled under Step 3 above, either party will, if it wishes to pursue the grievance, within ten (10) working days of the date of the decision of the Employer notify the other in writing of its intention to submit the grievance to arbitration. Such notice will specify the name and address of the party's nominee to the Arbitration Board. The party receiving notice of a reference to arbitration will, within ten (10) working days of receipt of such notice, notify the other party of the name and address of its nominee to the Arbitration Board. The two (2) nominees so named will, within ten (10) working days, appoint a third person who will be Chairperson of the Arbitration Board. If the two (2) nominees to the Arbitration Board fail to appoint a Chairperson within the time limit specified, either party may request that the Director of Mediation Services appoint a Chairperson.

18.05 It will be the responsibility of the affected employee and the Union in the case of a grievance commenced by either an employee or the Union, to advance the matter in accordance with all applicable time limits, and such obligations will likewise extend to any nominee of the Employer or Union.

18.06 The Arbitration Board will hear the grievance and will render a decision. The Arbitration Board by its decision will not add to, detract from or modify any of the terms of this Agreement.

18.07 Each party will bear the expense of its nominee to the Arbitration Board, and the two (2) parties will bear equally the expenses of the Chairperson.

## 18.08 Facilities for Grievance

The Employer will supply the necessary facilities for joint grievance meetings.

Throughout this Article, the reference to "working days" will not include Saturdays, Sundays, or General Holidays.

## **ARTICLE 19 – DISCIPLINARY ACTIONS**

19.01 An employee will have the right to have a Union representative present at any meeting, that is likely to result in disciplinary action. The employee will be given at least twenty-four (24) hours' notice prior to the discipline meeting taking place to secure Union representation.

19.02 Whenever the Employer deems it necessary to censure an employee and indicates that dismissal or discipline may follow any further infraction, the Employer will, immediately thereafter, forward written particulars of such censure to the employee. A copy of disciplinary correspondence will be provided to the Union.

19.03 When an employee is disciplined for any reason, they will have the right to have a hearing with the Employer and to have a Union Representative present.

19.04 An employee will not be disciplined or discharged without just and sufficient cause.

19.05 Past warning notices or notices of discipline will be deemed void after an employee has maintained a clear record for a period of twenty-four (24) months.

## **ARTICLE 20 – GENERAL**

20.01 An employee will have the right at any time to have access to and review their personnel file and will have the right to respond in writing to any document contained therein. Such a reply becomes part of the permanent file. Copies of documents within the file will be given to the employee upon request.

## **ARTICLE 21 – SEMINARS, WORKSHOPS, SHORT COURSES**

21.01 Employees will have the opportunity to participate with pay in appropriate seminars, workshops or short courses that are relevant to their positions and are approved or sponsored by the Employer.

**ARTICLE 22 – DURATION AND TERM**

- 22.01 Unless otherwise specifically provided for, this Agreement will remain in full force and effect from September 1, 2021, to August 31, 2024.
- 22.02 This Collective Agreement will remain in full force and effect until a new Agreement is ratified or a strike or lockout occurs.
- 22.03 Not less than sixty (60) days nor more than one hundred twenty (120) days prior to the termination of this Agreement, either party may give to the other party a notice in writing of its intention to commence collective bargaining.

IN WITNESS WHEREOF the parties have executed this Agreement dated:

Nov 20, 2024

NORTHERN GATEWAY SCHOOL  
DIVISION

CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 3705



## SCHEDULE 'A' – WAGES

Effective February 1, 2024 - 2.75%

School Secretary Pay Grid							
	Category						
Training	I	II	III	IV	V	VI	VII
Level B-0	18.65	19.44	20.29	21.05	21.88	22.71	23.70
Level B-1	19.85	20.73	21.58	22.44	23.33	24.19	25.16
Level B-2	21.03	21.99	22.92	23.86	24.82	25.66	26.83
Level B-3	23.86	24.82	25.77	26.70	27.66	28.51	29.67
Level C	Add \$1.34 to current grid placement						

Library Clerk Pay Grid							
	Category						
Training	I	II	III	IV	V	VI	VII
Level B-0	18.00	18.77	19.55	20.32	21.06	21.82	22.79
Level B-1	19.50	20.35	21.14	21.99	22.79	23.67	24.72
Level B-2	21.02	21.92	22.77	23.66	24.52	25.52	26.63
Level B-3	23.85	24.75	25.62	26.50	27.37	28.36	29.47
Level C	Add \$1.34 to current grid placement						

Teacher Assistant and Home Liaison Worker/ First Nation, Metis and Inuit (FNMI)  
Counsellor Pay Grid

	Category						
Training	I	II	III	IV	V	VI	VII
Level B-0	17.31	17.96	18.56	19.16	19.81	20.48	21.43
Level B-1	18.35	18.96	19.58	20.22	20.86	21.50	22.49
Level B-2	19.40	20.02	20.63	21.27	21.92	22.50	23.53
Level B-3	22.24	22.84	23.47	24.13	24.75	25.34	26.38
Level C	Add \$1.34 to current grid placement						

Criteria: Level B-0 = 0 years of training  
 Level B-1 = 1 year of training  
 Level B-2 = 2 years of training  
 Level B-3 = practicum required in those classifications where a practicum is applicable; in other classifications, a diploma recognized by the Employer.

Casual Employees will be paid at Category I and at Level B-0 depending on position being filled.



## **UNQUALIFIED TEACHER SUBSTITUTE:**

Effective February 1, 2024  
\$110.77 per full day  
\$55.39 per full half day  
(rates include vacation pay)

All employees who have retired since February 1, 2024, until the signing of the Collective Agreement are entitled to retroactivity pay. The Employer requests that the retired employees contact the payroll department and request the retroactivity pay within sixty (60) days of ratification of this agreement.

A committee consisting of School Administration and Division Office Staff will decide the placement of the above grid, taking into consideration both related training and experience in a related field.

Criteria to be followed for grid training recognition:

- (a) Training for grid recognition will be when a pre-approved course is taken pertinent to the current position where the staff member obtains either credit, a diploma or a certificate of successful completion.
- (b) Certificates with an expiry date requiring a renewal will not be recognized.
- (c) In-services will not be recognized: i.e. any activity put on by the Employer.
- (d) To ensure the same standard is applied throughout the Division, the Grid Placement Committee consisting of the Superintendent/designate along with the principal representatives from each ward will decide.
- (e) The above will not affect any placement made as of September 1, 1997.
  - 100 hours of approved related courses successfully completed will equal 1 year of training.
  - 200 hours of approved related courses successfully completed will equal 2 years of training.
  - A certificate/diploma for the position from a recognized institute will equal 1 or 2 years of training.
  - An employee may advance from 0 years of training to 1 year of training upon completion of five years of experience in the same position within the Division. Placement will be at the next highest rate of pay. The increment is to be applied after the advancement is made.
  - When an employee moves from one classification to another their wage rate will be determined in accordance with training and experience.

NOTE: The Employer will place individuals on the grid based on relevant qualifications and relevant experience. Staff will be required to provide the Employer with proper documents indicating relevant training and relevant experience to their current position. Such documents must be provided within sixty (60) days of the ratification of this agreement. If an employee fails to provide such documents within the time specified, or proof of having applied for documentation, will have any changes to placement on the grid effective the first of the month following receipt of such documents.

## **LETTER OF UNDERSTANDING #1**

**between**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3705**

**and**

**NORTHERN GATEWAY SCHOOL DIVISION**

Re: Domestic Violence

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Northern Gateway School Division provides all employees with supports such as the employee and Family Assistance Program (EFAP), recognizing there are issues that impact our employees ability to work.

When there is adequate verification from a recognized professional, an employee who is in an abusive or violent situation will not be subject to discipline if work performance or absence from the workplace can be linked to the abusive or violent situation. It is also agreed that an employee will have full confidentiality in bringing forward these circumstances to the School Division.

Where an employee has exhausted all other paid leave provisions, including sick leave, personal leave, or other short-term leaves, clause (14.13) as per the Collective Agreement may be enacted.

This letter is in full force and effect from the term of this Collective Agreement effective the date following ratification.

**LETTER OF UNDERSTANDING #1 – Re: Domestic Violence**

Dated: Nov 20, 2024.

NORTHERN GATEWAY SCHOOL  
DIVISION

CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 3705



**LETTER OF UNDERSTANDING #2**

**between**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3705**

**and**

**NORTHERN GATEWAY SCHOOL DIVISION**

Re: Health Benefits Review Committee

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The School Division and Union agree to form a Health Benefits review committee with three (3) members from the Administration of Northern Gateway School Division and three (3) members from the Union elected at a union meeting.

The committee will serve to review and discuss current and/or health benefit plans and providers. Should the parties agree, a benefits consultant may attend as a resource.

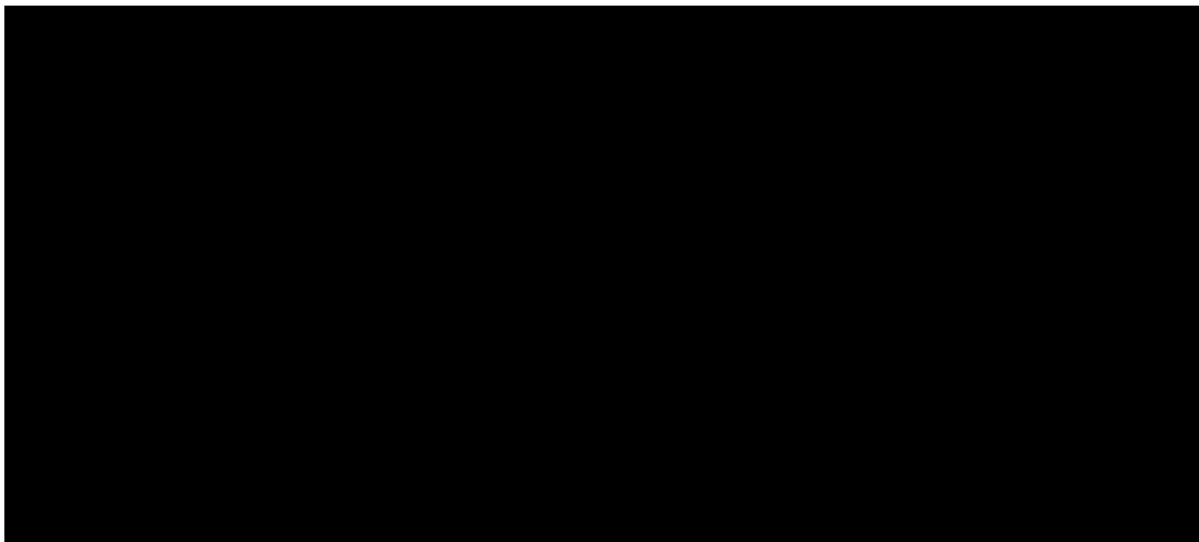
Upon mutual agreement between the School Division and the Union, changes to the existing health benefit plan/provider or implementation of a new health benefit plan/provider may result. Understanding that the Union must pass such changes at a general membership meeting.

This letter is in full force and effect for the term of this Collective Agreement, effective the date following ratification. This timeline may be extended should the parties require additional time to meet.

Dated: Nov 20, 2024.

NORTHERN GATEWAY SCHOOL  
DIVISION

CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 3705



## **LETTER OF UNDERSTANDING #3**

**between**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3705**

**and**

**NORTHERN GATEWAY SCHOOL DIVISION**

Re: Semi-Monthly Pay

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Northern Gateway School Division will implement a new semi-monthly pay process no earlier than September 1, 2024, and no later than January 1, 2025. The School Division recognizes that this transition may require some additional considerations to ensure a smooth transition for employees.

1. Final pay for the month of June will be deposited into the employee's bank account on or before June 30<sup>th</sup>.
2. An advance in the month of September may be requested on the first day of school. An employee may receive an advance paid on the first pay period of the month (typically September 10<sup>th</sup>), which will not exceed fifty percent (50%) of net earnings of the month of September.
3. Should an employee receive pay for days not worked due to the above noted clauses in (1 & 2) this amount will be deducted from the employee's final pay and/or a return of funds will be requested.

This letter is in full force and effective until the conclusion of the next round of collective bargaining.

**LETTER OF UNDERSTANDING #3 – Re: Semi-Monthly Pay**

Dated: Nov 20, 2024.

NORTHERN GATEWAY SCHOOL  
DIVISION

CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 3705

