

**The 2018 – 2021 Collective Agreement**

**Between**

**The Board of Trustees of  
Black Gold School Division**

**And**

**The Canadian Union of Public Employees**

**Local 3484**

**School Support Staff Unit**

School Secretaries

Education Assistants

Beauty Culture/Accounting Technicians/Trade Shop  
Technicians I

Library Clerks/Library Technicians

Educational Transliterators/Licensed Practical  
Nurses/Therapy Assistants

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This Collective Agreement made this 23 day of Sept, 2019.

**BETWEEN:**

**THE BOARD OF TRUSTEES OF  
BLACK GOLD SCHOOL DIVISION**  
(hereinafter called the "Employer")  
**OF THE FIRST PART**

**AND:**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3484**  
(hereinafter called the "Union")  
**OF THE SECOND PART**

**ARTICLE 1 – MANAGEMENT RIGHTS**

1.1 The Employer reserves all rights not specifically restricted by this collective agreement.

**ARTICLE 2 – RECOGNITION**

2.1 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees Local 3484 as the sole and exclusive bargaining agent for all employees described in Certificate 38-2002 issued by the Labour Relations Board.

2.1.1 The Employer will provide, upon the request of the Union Executive, a list of the names, e-mail addresses and locations of the newly hired employees within the Local.

2.2 No Other Agreement

No employee shall be permitted to make a written or verbal agreement with the Employer which may conflict with the terms of this Collective Agreement.

2.3 Work Of Bargaining Unit

2.3.1 Employees whose jobs are within the bargaining unit shall not have their hours of work nor rate of pay reduced by reason of any employee(s) outside the bargaining unit temporarily performing a job(s) within the bargaining unit.

2.3.2 In the event that employee(s) outside the bargaining unit are temporarily employed within the bargaining unit, they shall be paid the start rate for the position they are filling.

**ARTICLE 3 – DEFINITIONS**

3.1 **Employee** is defined as any person who comes within the scope of this Collective Agreement or the Union's Certificate 38-2002.

- 3.2 **Regular employee** is an employee who occupies an established full-time or part-time position and is assigned a shift schedule of regular hours of work.
- (a) **Full-time employee** is a regular employee assigned regularly scheduled hours of work in accordance with Article 11.
- (b) **Part-time employee** is a regular employee assigned fewer regularly scheduled hours of work than a regular full-time employee.

Part-time employees shall receive pro-rated benefits, holidays and pay rate progression (in accordance with the applicable salary appendix) based on hours worked in comparison to that of a full-time equivalent employee in the same classification.

At the employer's discretion, it may offer a regular employee a substitute position per Article 8. Should this occur and the employee accepts, the regular employee shall retain and accrue seniority while in this substitute position.

- 3.3 **Probationary employee** shall mean a regular employee who is filling a position and is serving the probation period specified in Article 8.3.
- 3.4 **Contract year** shall mean that period of time from September 1 to August 31.
- 3.5 **Calendar year** shall mean that period of time from January 1 to December 31.
- 3.6 **Substitute employee** shall mean an employee who replaces a regular employee absent due to illness, injury, vacation, holiday, or other approved leave of absence.
- 3.7 **Temporary employee** shall mean an employee hired to fill a temporary position for a period of time not to exceed five (5) months.

Substitute and Temporary employees shall not be eligible for benefits or pension, shall not accrue seniority and shall not be given first consideration for job postings under Article 9.1.2. Holidays and pay rate progression shall be pro-rated based on hours worked in comparison to that of a full-time employee in the same classification.

- 3.8 **Layoff** is defined as any reduction in the number of regular employees.
- 3.9 **Permanent layoff** shall mean any layoff exceeding or anticipated to exceed twenty-four (24) months.
- 3.10 **Certified** shall mean an employee possessing a job related certification/diploma recognized by the Board that is from an accredited post-secondary institution complying with provincial legislation as overseen by each provincial government.

#### ARTICLE 4 – NO DISCRIMINATION

##### 4.1 Employer Shall Not Discriminate

The Employer and Union agree that there shall be no discrimination exercised or practiced with respect to any employee by reason of race, religious beliefs, colour, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status or sexual orientation of that person or class of persons or of any other person or class of persons, nor by reason of membership or activity or non-activity in the Union.

4.2 Sexual Harassment

The Employer will not tolerate sexual harassment of its employees.

4.3 Healthy Learning and Working Environment

The Employer is committed to providing a welcoming, caring, respectful, safe and healthy learning and working environment that respects diversity and fosters a sense of belonging. The Employer prohibits bullying, harassment, and violent behaviours and will follow its policies and procedures investigating allegations of such behaviours in a timely and respectful manner.

**ARTICLE 5 – DEDUCTION OF UNION DUES**

5.1 The Employer agrees to a monthly deduction of Union Dues according to the Constitution and By-Laws of the Union. As a condition of employment all employees of the bargaining unit shall be required to pay union dues, and shall become members of the Union. The Union agrees to provide the employer with thirty (30) days advance notice of any change to the amount of union deductions. The Employer shall show all dues deductions on employees pay stubs and on T4 slips.

5.2 Deductions shall be made from the payroll each month and shall be forwarded to the National Secretary-Treasurer of the Union with a copy to the Local Secretary-Treasurer not later than the twentieth (20th) day from the first of the following month, accompanied by a list of names, addresses, and amount deducted of employees from whose wages the deductions have been made.

5.3 In consideration of this deduction and forwarding service by the Employer, the Union agrees to indemnify and save harmless the Employer against any claim or liability arising out of or resulting from the collection and forwarding of these dues.

**ARTICLE 6 – LABOUR MANAGEMENT RELATIONS**

6.1 Representative of Canadian Union of Public Employees

Unless otherwise mutually agreed between the parties, the Union shall have the right at any time to have the assistance of a maximum of two (2) representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

**ARTICLE 7 – GRIEVANCE PROCEDURE**

7.1 Any differences arising from the interpretation, meaning, operation or application of any of the terms of this Collective Agreement shall be subject to grievance procedure as outlined below:

Step 1 - When a difference allegedly has occurred, the employee(s) concerned shall, within fifteen (15) working days from the date of the incident giving rise to the complaint or from the date the Union first has knowledge of the incident, whichever is later, with a Union representative of their choosing shall, first seek to settle the difference with the employee's designated Supervisor by putting a complaint in writing. The designated supervisor shall within ten (10) working days of the meeting with the employee and the union representative, reply in writing to the complaint.

Step 2 - In the event that the grievance is not settled in Step 1, the Union shall, within ten (10) working days of the receipt by the Union of the reply from Step 1, submit the grievance in writing to the - Associate Superintendent – Human Resources as a formal grievance for consideration. The Associate Superintendent – Human Resources will discuss the grievance with the Union's

representative and the grievor, should the grievor choose to attend. The Associate Superintendent shall, within ten (10) working days of the meeting with the Union, reply, in writing, to the grievance.

Step 3 - In the event that the grievance is not settled in Step 2, the Union shall, within ten (10) working days of the receipt by the employee of the reply from Step 2, submit the grievance in writing to the Associate Superintendent – Human Resources for consideration by the Board of Trustees. The Union and the grievor will be provided with an opportunity to present the grievance at the next regularly scheduled Board meeting. The Board shall render a written decision within ten (10) working days of the meeting.

Step 4 - Failing a satisfactory settlement being reached under Step 3, the Union may, within thirty (30) calendar days refer the dispute to arbitration in accordance with the provisions stipulated under clause 7.7.

- 7.2 The Employer acknowledges the right of the Union to appoint or elect stewards whose duties shall be to assist any employee whom the steward represents in preparing and in presenting her grievance in accordance with the grievance procedure.
- 7.3 Where a dispute involving a question of general application or interpretation occurs, or where the Union has a grievance on the application or interpretation of the contract, Step 1 of this Article may be bypassed.
- 7.4 The procedures and time limits specified in the grievance procedure shall be strictly adhered to, except where conditions justify an exemption or as otherwise agreed in writing between the Union and the Employer. Should either party fail to comply with any procedure or time limit, the grievance will be considered to have been conceded by the party failing to meet the time limits.
- 7.5 An employee, other than a substitute, temporary or probationary employee, shall have the right to proceed under the grievance procedure in matters of discharge, suspension and discipline.
- 7.6 In the case of discharge and/or discipline the Employer shall only discharge or discipline for just cause. When it is necessary to render a discipline in writing or to discharge an employee, the cause will be provided in writing to both the employee and the Union.
- 7.7 When either party requests that a grievance be submitted to arbitration, each party shall appoint one member as its representative on the arbitration board within seven (7) days of such notice and shall so inform the other party of its appointee. The two (2) members so appointed shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the chairman. In the event of any failure to agree upon the appointment of a chairman, either party may request the Chair of Mediation Services to make the appointment.
- 7.7.1 The Arbitration Board shall determine its own procedure but shall give full opportunity to all parties to present evidence and to be heard.
- 7.7.2 The Arbitration Board shall not change, amend or alter any of the terms of this agreement. All grievances or differences submitted shall present an arbitral issue under this agreement.
- 7.7.3 The findings and decision of the majority is the award of the Arbitration Board and is final and binding upon the parties and upon any employee affected by it. If there is not a majority, a decision of the chairman governs and it shall be deemed to be the award of the Board.
- 7.7.4 Each party to the grievance shall bear the expense of its respective appointee and the two parties shall bear equally the expenses of the chairman.
- 7.7.5 All the aforesaid time limits referred to in the Grievance Procedure shall be exclusive of Saturdays, Sundays and Statutory Holidays.

7.7.6 A grievance or arbitration shall not be deemed invalid by reason of a defect in form, technical irregularity, or an error of procedure if it results in a denial of natural justice.

7.7.7 Any of the aforesaid time limits may be extended at any stage with the written consent of the parties.

## **ARTICLE 8 – SENIORITY**

### **8.1 Seniority Defined**

Seniority is defined as the length of employment after the hire date within the following classifications: Education Assistants; School Secretaries; Beauty Culture/Accounting Technicians/Trade Shop Technicians I; Library Clerks/Library Technicians; and Educational Transliterators/Licensed Practical Nurses/Therapy Assistants.

Seniority shall be used as a consideration in determining preference or priority in promotions, transfers, demotions, lay-offs and recall. Seniority shall operate on a bargaining unit wide basis.

### **8.2 Seniority List**

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced in the applicable classification. An up-to-date seniority list shall be sent to the Recording Secretary of the Local prior to March 1st of each year and a second list shall be provided in September.

### **8.3 Probation of Newly-Hired Employees**

Newly hired employees shall serve the following probationary period:

(a) In the case of full-time employees a period of three (3) months worked;

(b) In the case of part-time employees a period of six (6) months worked;

In either case, should the Employer deem it necessary to evaluate the employee further, the probation period may be extended an additional three (3) month period. During the probation period, employees shall be entitled to all rights and benefits of this Collective Agreement, except with respect to the grievance procedure for discharge, suspension and discipline, the employee benefit plan and the Local Authorities Pension Plan. After completion of the probation period, seniority shall commence from the date of hire.

During the probationary period, if there are concerns or deficiencies in performance, the employee shall be notified and given the opportunity to make improvement and corrections.

### **8.4 Loss of Seniority**

An employee shall not lose seniority rights if the employee is absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer.

Seniority shall be considered broken, all rights forfeited and there shall be no obligation to rehire when:

(a) The employment relationship is terminated by either the Employer or the employee; or

(b) Twenty-four (24) months has expired following a layoff.

## **ARTICLE 9 – PROMOTIONS AND STAFF CHANGES**

### **9.1 Job Postings**

9.1.1 When a new position under this Collective Agreement is created by the Employer or when a vacancy under this Collective Agreement occurs and the Employer decides to recruit to the vacancy, the Employer shall post a notice of the position for a period of five (5) calendar days. The notice will describe the nature of the position, the required qualifications and the closing date for submission of applications. A copy of the notice will be forwarded to the Secretary of the Union.

9.1.2 Employees covered by this Collective Agreement will be given first consideration for new or vacant positions for which they are qualified as determined by the employer. Where an employee covered by this Collective Agreement is the successful applicant that employee will be appointed to the position within ten (10) work days following the specified closing date.

9.1.3 In the case of promotions and transfers, it is agreed that where the Employer determines qualifications and ability of applicants are equal, seniority shall be the determining factor.

9.1.4 A regular employee, in one classification, who is successful in acquiring a position in a different classification after September 1, 2015, shall, after successful completion of the probationary period of employment, be entitled to claim seniority previously earned within the bargaining unit. Should the employee not be successful during the probationary period, the employee shall be placed in a vacant position in his/her previous school, in his/her previous classification, as per clause 10.3.1.

9.2 If there is no qualified internal candidate, the Employer may hire externally to fill the new and vacant positions.

### **9.3 Union Notification**

The Recording Secretary of the Local shall be notified of all hiring, layoffs, transfers, recalls and terminations of employment with the bargaining unit. In the case of terminations the reasons thereof are to be included.

### **9.4 Staff Changes**

No reduction in the hourly wage rate will occur as a result of a full-time or part-time employee transferring within the same classification or being promoted to a higher classification.

## **ARTICLE 10 – LAYOFF AND RECALL**

### **10.1 Role of Seniority in Layoffs**

10.1.1 In the event of a layoff, employees shall be retained on the basis of seniority provided they have the ability and qualifications to do the work required.

### **10.1.2 Layoff Notice**

Unless legislation is more favourable to the employees, the Employer shall notify regular employees in writing who are to be laid off, ten (10) working days, exclusive of clause 10.2 – Summer Break – Layoff and Recall, prior to the effective day of layoff. If the employee has not had the opportunity to work the days as provided in this Article, the employee shall be paid for the days for which work was not made available.

### **10.2 Summer Break - Layoff and Recall**

10.2.1 The most senior employees shall be recalled first, provided they are qualified to do the job required.

It shall be the obligation of an employee to ensure that the Employer has his/her current address and phone number. Notices arising from the operation of this article shall be deemed served when mailed to the last address provided.

If a response from the employee is not received by the Employer within fourteen (14) calendar days of the notice having been issued, the recall shall be rescinded.

10.2.2 Employees will be laid off and recalled, in accordance with Article 10.1 and 10.1.2, as required by the Employer at the various schools.

Every effort will be made to maintain employee assignments from the previous year.

Should an employee not be recalled to his/her school by October 15, the employee will be offered the next, same classification, available position within the school division provided the employee has the ability and qualifications to do the work. The offer will occur according to the seniority list in the applicable classification. An employee may have up to 24 hours to respond to an offer of recall. After turning down two (2) such offers, without a reason acceptable to the Employer, the employee will forfeit his/her rights and have his/her employment terminated without severance pay.

10.3 Layoff and Recall During a School Year

10.3.1 In the event it is necessary to layoff an employee during the School Year, the least senior employee within the school shall be first displaced, have hours reduced, or be laid off provided the remaining employee(s) have the ability and qualifications to perform the work. In the event the Employer is unable to layoff, displace, or reduce the hours of work of the least senior employee, the next least senior employee shall be so affected.

During the school year, should an employee who is working be laid off, the employee will be offered the next, same classification, available position within the school or school division provided the employee has the ability and qualifications to do the work. The offer will occur according to the seniority list in the applicable classification. An employee may have up to 24 hours to respond to an offer of recall. After turning down two (2) such offers, without a reason acceptable to the Employer, the employee will forfeit his/her recall rights and have his/her employment terminated without severance pay.

10.4 Severance Pay

In the event of permanent layoff, employees will be eligible for severance pay of 1 week per year of service to a maximum of 24 weeks.

10.5 Continuation of Benefits during Summer Months

During July and August the Employer will continue to pay its portion of premiums for all Health and Welfare Plans for employees.

In the event an employee is not recalled in September, benefits continuation shall cease.

## ARTICLE 11 – HOURS OF WORK

11.1.1 Education Assistants

Regular hours of work for regular full-time Education Assistants shall be no less than six (6) hours per day and not less than thirty (30) hours per week.

The foregoing shall be exclusive of an unpaid meal break of one (1) hour per day, maximum, but no less than one-half (1/2) hour, off for lunch. The meal break is to be taken at a time as mutually

agreed upon between the employee and the immediate supervisor, provided that in the event that no mutual agreement can be reached, the Employer retains the right to schedule lunch breaks.

11.1.2 School Secretaries, Beauty Culture/Accounting Technicians/Trade Shop Technicians I, Library Clerks/Library Technicians, Educational Transliterators/Licensed Practical Nurses/Therapy Assistants

Regular hours of work for regular full-time School Secretaries, Beauty Culture/Accounting Technicians/Trade Shop Technicians I, Library Clerks/Library Technicians, and Educational Transliterators/Licensed Practical Nurses and Therapy Assistants, shall not be less than thirty-five (35) hours per week and not less than seven (7) hours per day.

The foregoing shall be exclusive of an unpaid meal break of one (1) hour per day, maximum, but no less than one-half (1/2) hour, off for lunch. The meal break is to be taken at a time as mutually agreed upon between the employee and the immediate supervisor, provided that in the event that no mutual agreement can be reached, the Employer retains the right to schedule lunch breaks.

11.1.3 Minimum Assignment

Employees shall not be assigned less than three (3) hours of work on a regular work day.

11.1.4 Rest Periods

Employees shall receive a paid rest period of fifteen (15) minutes during each half of a regular working shift as set out in Articles 11.1.1 and 11.1.2.

**ARTICLE 12 – OVERTIME**

12.1 Overtime Defined

Employees with a regular work day of 7 hours or less will be paid overtime for hours worked beyond 7 hours on that day or on a paid holiday, except as otherwise indicated in this Collective Agreement.

Employees with a regular work day exceeding 7 hours will be paid overtime for hours worked beyond the regular hours that day or on a paid holiday, except as otherwise indicated in this Collective Agreement.

12.2 Overtime Rate

Overtime shall be paid at the rate of one and one-half (1 1/2) times the regular base rate for the first (1st) three (3) hours per incident of overtime and two (2) times thereafter, or equivalent time off at the employees option at a mutually agreed time.

12.3 Overtime For Part-Time Employees

Part-time employees working less than the regular hours per day, and who are required to work longer than the employee's normal working day, shall be paid at the rate of straight time for the hours so worked, up to and including the regular hours in the working day. The overtime rate shall apply after the regular hours in the working day and for all work performed on holidays and regular days off provided the employee works in excess of the regular weekly hours.

12.4 Overtime Authorization

All overtime must be authorized by the designated supervisor.

12.5 Overtime For Paid Holidays

Employees required to work on a paid holiday named in Article 13 shall be paid double (x2) time the regular base rate for all hours so worked in addition to the pay for holidays referred to in clause 13.1

12.6 Overtime for Call Back

An employee who is called back to work outside her regular working hours shall be paid for a minimum of three (3) hours at overtime rates, or equivalent time off at the employee's option at a mutually agreed time.

**ARTICLE 13 – HOLIDAYS**

13.1 The Employer recognizes the following as paid holidays:

New Year's Day	Thanksgiving Day
Family Day	Remembrance Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Civic Holiday
Labour Day	

And Easter Monday, unless it is an instructional day, whereby the 1<sup>st</sup> Monday of Spring Break will be recognized as the paid holiday instead of Easter Monday and any other day other than those listed above proclaimed as a holiday by the Federal or Provincial Government or the Employer.

The calculation of pay for the holidays listed above is based on the average daily hours. Average daily hours are calculated by dividing the regular weekly hours by five (5).

**ARTICLE 14 – VACATION PAY**

14.1 Effective September 1, 2018, vacation pay in lieu of earned vacation entitlement will be paid according to the following schedule:

- Up to 8 Years of Service: Six percent (6%) for 15 days
- After 8 Years of Service: Eight percent (8%) for 20 days
- After 15 Years of Service: Ten percent (10%) for 25 days
- After 20 Years of Service: Twelve percent (12%) for 30 days

During the first and last year of employment, the entitlement will be pro-rated according to the number of calendar months of service provided.

Those being paid by a percentage will be paid monthly through the ten (10) months.

Years of service is defined in Appendices A, B, C, D, and E.

## ARTICLE 15 – SICK LEAVE AND EMPLOYEE BENEFITS

### 15.1 Sick Leave Defined

Sick Leave is the period of time an employee is permitted to be absent with full pay due to sickness, disability, quarantine or accident not covered by Workers' Compensation or the Alberta School Employee Benefit Plan.

### 15.2 Sick Leave Rate

Sick Leave for full-time employees shall accrue at the rate of two (2) days per month to a maximum of twenty (20) working days per year. The unused portion of sick leave shall accumulate to a maximum of seventy-five (75) working days.

In order to determine the number of sick days per month for other than full-time employees, the following formula shall apply:

The total number of hours per month divided by the full-time equivalent hours per month X one hundred percent (100%) = the percent of benefit entitlement.

### 15.3 Extended Disability Leave

The Extended Disability Leave benefit under the ASEBP will commence after ninety (90) calendar days.

### 15.4 Proof Of Illness

15.4.1 An employee who is absent from work to obtain necessary medical or dental treatment, or because of accident, disability or sickness, for a period of more than three (3) consecutive working days, shall be required to present his/her supervisor with a medical certificate within fourteen (14) calendar days from the commencement of the absence.

The medical certificate shall include the information contained in the form shown in Appendix 'F'.

15.4.2 An employee who is absent from work to obtain necessary medical or dental treatment, or because of accident or sickness for a period of three (3) consecutive working days or less may be required to present to his/her supervisor a signed statement giving the reason for such absence immediately upon return to duties.

15.4.3 In the case of any request for prolonged sick leave with pay, the Employer may require, at its expense, a certificate from a medical practitioner designated by the Employer.

### 15.5 Sick Leave during Leave Of Absence

When an employee is given leave of absence without pay and returns to work upon expiration of such leave of absence, the employee shall not receive sick leave credit for the period of such absence, but shall retain the cumulative credit.

### 15.6 Employee Benefit Plan

15.6.1 Subject to the provisions of the Master Policies, and effective the first of the month following successful completion of the probationary period, all eligible employees, as a condition of employment shall be enrolled in the Alberta School Employee Benefit Plan for Life & AD&D, Plan 2 & EDB, Plan D. Employees shall be entitled to have benefit premiums paid by the employer on a pro-rata basis in the proportion that their weekly hours of work bear to the weekly hours of work of a full time employee at their school.

15.6.2 The Employer agrees to make available the following plans for regular employees and contribute 95% toward the premium payable for:

- Plan 2 of ASEBP (LIFE & AD&D)
- Plan 1 - Extended Health Care of ASEBP
- Plan 3 - Dental
- Alberta Health Care (where applicable)
- Plan D - ASEBP (EDB)
- Plan 3 – ASEBP Vision/Hearing Care

effective the first of the month following the date this Collective Agreement is signed by the parties.

15.6.3 Health Spending Account

The Board will establish a health spending account, which adheres to Revenue Canada Requirements, by making monthly contributions for each eligible regular employee based on the FTE for the month. The annual contribution per FTE will be \$500. The unused balance will be carried forward to the extent permitted by the Canada Revenue Agency (CRA).

15.7 Alberta Local Authorities Pension Plan

All regular employees who meet the eligibility requirements of the Local Authorities Pension Plan shall be entitled to participate in the Plan. The employer will not be responsible for any prior service purchase.

## ARTICLE 16 – LEAVE OF ABSENCE

16.1 Negotiations, Grievance and Arbitration Leave

16.1.1 Employee representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on negotiations or in connection with a grievance or arbitration procedure with the Employer. The Union will reimburse the employer for any substitution costs. Employee representatives at the above mentioned proceedings shall not exceed four (4).

16.2 Leave Of Absence for Union Functions

Leave of absence without loss of pay, seniority or benefits shall be granted to not more than four (4) employees, upon request to the Employer, who are elected or appointed to represent the Union at conventions. Leave of absence without loss of pay, seniority or benefits shall be granted to not more than four (4) employees to attend executive and committee meetings of C.U.P.E., and its affiliated or chartered bodies. The Union will reimburse the Employer for any substitution costs incurred for leave of absence for Union functions.

16.3 Paid Bereavement Leave

16.3.1 An employee shall be granted up to five (5) consecutive working days off for the purposes of making arrangements for and attending a funeral without loss of wages in the case of death of a parent (including step parent), or former guardian, spouse (including common-law), brother, brother-in-law, sister, sister-in-law, child (including step child), grandparent, grandchild, daughter-in-law, son-in-law, parent-in-law, step-parent, step-child, grandparent of spouse, or any relative who has been residing in the same household. When the funeral necessitates extensive traveling, the Employer may grant, at its discretion, up to five (5) days traveling time. Such travel time may be with or without pay.

An employee shall be granted one (1) working day off with pay per school year to attend the funeral of a person other than those referred to above. The Employer may grant additional days with or without pay, and without loss of seniority.

16.3.2 Leave of absence with pay, to a maximum of five (5) days per year shall be granted to an employee in the event of a critical illness of an employee's spouse (including common law), child, parent, former guardian, sibling, step-child, step-parent, step-sibling with whom a childhood home was shared, grandparent, and grandchild, if such critical illness is supported by a medical certificate.

16.4 Parental Leave

16.4.1 Birth mothers are entitled to maternity leave of up to sixteen (16) consecutive weeks without pay and without Employer contributions to benefits, except as outlined in Article 16.4.2. The leave may be initiated anytime within the thirteen (13) weeks leading up to the estimated due date and no later than the date of birth. Where possible, an employee will provide six (6) weeks notice in advance of the first day of leave. Such notice shall include a doctor's or midwife's medical certificate indicating the anticipated date of birth. Employees on maternity leave will be provided the opportunity to maintain their benefits by paying the associated cost.

16.4.2 During maternity leave for health related-reasons, the Employer will register and implement a Registered Supplemental Unemployment Benefits (SUB) plan which shall provide an employee on maternity leave the maximum salary allowable under the SUB plan (100%) and the Employer contributions to benefits during the the health related portion of the maternity leave. The SUB plan shall be payable for a maximum period covered by the accumulated sick leave. Employees on maternity leave for health reasons must provide a valid medical certificate indicating they are unable to perform their regular duties.

16.4.3 The Employer shall grant Adoption/Parental leave in accordance with the provisions of the Employment Standards Code. The leave may be for a period not exceeding sixty-two (62) weeks and shall expire on a mutually agreed date. ASEBP will provide employees on Adoption/Parental leave with the opportunity to maintain their benefits at 100% of the employee's cost.

16.4.4 Employees may end the Parental/Adoption leave at any time upon providing the Employer at least two (2) weeks' written notice of the date the employee will return to work, or, if the employee chooses not to return to work, after their leave is completed. In all cases, employees will be returned to their classification within the bargaining unit, if possible at the same FTE.

16.5 Court Service Leave

The Employer shall grant leave of absence without loss of seniority to any employee who serves as a juror or witness in any court. The Employer shall pay such an employee the difference between her normal earnings and the earnings she receives for jury service or court witness, exclusive of expenses as paid by the Court, excluding payment whereby the employee acts as a witness against the Employer.

16.6 Pallbearer Leave

One (1) day leave shall be granted without loss of salary or wages to attend a funeral as a pallbearer. Additional leave with pay will be at the discretion of the Employer.

16.7 Inclement Weather

Upon approval by the employer (Associate Superintendent Human Resources & Administration), an employee who is required to be at work, and, despite reasonable effort, is unable to travel to her school from her place of residence because of:

- a) inclement weather
- b) impassable road conditions

will be granted her salary for the periods of absence so occasioned.

16.8 Personal Leave

Leave of absence of two (2) days per school year, with pay, effective September 1, 2019, will be available for personal reasons. The employee must make the request to the principal of the school, in writing in advance, to use the personal days, except where the time is required for circumstances that are unexpected and of pressing necessity that require the employee's immediate attention.

16.9 General Leave

The Employer may grant leave of absence with or without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause. Such request to be in writing and approved by the Employer.

16.10 Domestic Violence Leave

Employees will be granted up to two (2) days per year with pay and up to ten (10) days per year without pay and without loss of seniority or health benefits as identified in clauses 15.6.1, 15.6.2, and 15.6.3 when they are the victims of domestic violence. Employees accessing paid domestic violence leave must provide reasonable evidence, as determined by the Employer, to access the leave.

**ARTICLE 17 – OTHER ALLOWANCES**

17.1 Wages

17.1.1 The Basic Rates of Pay for School Secretaries, Education Assistants, Beauty Culture/Accounting Technicians and Trade Shop Technicians I, Library Clerks/Library Technicians, Educational Transliterators/Licensed Practical Nurses and Therapy Assistants, shall be expressed in hourly rates in Appendices 'A', 'B', 'C', 'D', and 'E' which are attached to and forms part of this Collective Agreement.

17.1.2 The pay period will be from the first of the month to the end of the month.

17.1.3 Pay date will be within the first 10 days of the following month based on submitted time sheets.

17.2 Equal Pay for Equal Work

The principle of equal pay for equal work shall apply.

17.3 Part-time Employees

Part-time and temporary employees shall receive the wage rate and benefits, as set forth in this Agreement, on a pro-rata basis in the proportion that their weekly hours of work bear to the weekly hours of work of a full-time employee at their school.

17.4 Education Allowance

The Employer shall pay the registration cost upon successful completion of an academic or technical course approved by the Employer. The employee shall make every effort possible to obtain Employer approval prior to registration.

17.5 Other Allowance

17.5.1 Employees who are required by the employer to attend in-service programs shall receive their regular hourly rate of pay for the time period the in-service program is offered, to a maximum of seven (7) hours per day.

- 17.5.2 Employees required to use their own vehicle for employer business shall be paid in accordance with current Board policy for the kilometers traveled.

## **ARTICLE 18 – JOB CLASSIFICATION AND RECLASSIFICATION**

### **18.1 Job Descriptions**

The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent. Upon request the Employer shall supply job description(s) to the employees and Union.

### **18.2 No Elimination of Present Classification**

Existing classifications shall not be eliminated without prior notification to the Union.

### **18.3.1 Changes In Classification**

When the duties or functions of work in any classification are changed or increased, or where the Union and/or an employee feels she is unfairly or incorrectly classified, or when a position not covered in Appendices 'A', 'B', 'C', 'D' or 'E' is established during the term of this Collective Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. Where the parties are unable to satisfactorily resolve the matter such matter shall be submitted to arbitration under the Grievance Procedure.

- 18.3.2 Any adjustment to the rate(s) of pay for the classification or position shall be effective the first of the month following the date of receipt by the Employer of the submission for reclassification.

## **ARTICLE 19 – PERSONAL PROTECTIVE EQUIPMENT (PPE)**

- 19.1 Where required by the Employer to ensure the safety of an employee, Personal Protective Equipment (PPE) will be supplied by the Employer at no cost to the employee. The Employer, at its discretion, will replace worn PPE.

## **ARTICLE 20 – GENERAL**

- 20.1 Whenever the singular or feminine is used in this Collective Agreement, it shall be considered as if the plural or masculine has been used where the context of the party or parties hereto so require.

### **20.2 Substitute List**

An accessible list of substitute employees and contact phone numbers shall be maintained in each school facility.

## **ARTICLE 21 – DISCIPLINE**

- 21.1 The Employer recognizes the value of progressive discipline and where appropriate will provide employees with written warnings and recommendations for improvement before pursuing disciplinary action. On disciplinary matters requiring an interview, the employee will be given the opportunity to be accompanied by a Shop Steward or other Union representative. No disciplinary documents from a personnel file shall be relied upon or entered as evidence in any grievance or arbitration proceeding unless the employee has received a copy.

- 21.2 The parties agreed that after eighteen (18) months no reference may be made to any disciplinary documentation in the employee's personnel file in future disciplinary matters or used against the employee in the event of transfer or promotions or demotion.

#### **ARTICLE 22 – COPIES OF THE COLLECTIVE AGREEMENT**

- 22.1 The Employer shall provide a copy of the Collective Agreement and current CUPE 3484 Executive List to each new employee upon appointment. The Employer will make the current Collective Agreement available to all current employees and the Union via electronic means.

#### **ARTICLE 23 – TERM OF AGREEMENT**

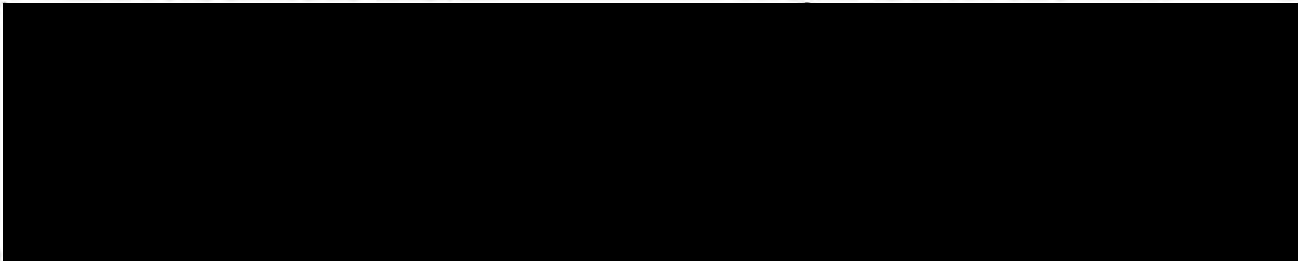
- 23.1 Unless otherwise specifically provided for, this Collective Agreement takes effect on the latter of September 1, 2018 or the first of the month following ratification by both parties and remains in effect until August 31, 2021, and shall continue in force and effect beyond the expiration date from year to year thereafter unless amended or terminated as stipulated in Section 23.2.
- 23.2 Either party desiring to propose changes to this Agreement shall, between the period of sixty (60) and one hundred twenty (120) days prior to the expiration date, give notice in writing requiring the other party to the Agreement to commence collective bargaining.
- 23.3 If notice is given by either party as per Article 23.2, this Agreement shall remain in full force and effect during the period of bonafide collective bargaining.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT

THIS 23 DAY OF Sept, A.D., 2019.

THE BOARD OF TRUSTEES OF  
BLACK GOLD SCHOOL DIVISION

CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 3484



**LETTER OF UNDERSTANDING #1**

A substitute employee, who works for either 3 months consecutively as a full-time employee or 6 months consecutively as a part-time employee, will receive health benefits as defined in clause 15.6.1 and 15.6.2.

**APPENDIX A  
School Secretaries**

Effective September 1, 2018 – 0%, Step 6 Increase Retroactive to September 2018 (\$0.45)

<b>School Secretary Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Secretary I	19.85	20.46	21.19	21.87	22.56	23.76
Head Secretary	21.20	21.95	22.69	23.45	24.27	25.55
Head Secretary ESBCHS & LCHS	21.75	22.53	23.32	24.13	24.93	26.25

Effective September 1, 2019 – 0.5%

<b>School Secretary Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Secretary I	19.95	20.56	21.30	21.98	22.67	23.88
Head Secretary	21.31	22.06	22.80	23.57	24.39	25.68
Head Secretary ESBCHS & LCHS	21.86	22.64	23.44	24.25	25.05	26.38

Effective September 1, 2020 – 1%

<b>School Secretary Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Secretary I	20.15	20.77	21.51	22.20	22.90	24.12
Head Secretary	21.52	22.28	23.03	23.81	24.63	25.94
Head Secretary ESBCHS & LCHS	22.08	22.87	23.67	24.49	25.30	26.64

1. Employees shall receive Pay Step advancements the first of the month following the completion of 1414 hours worked at each step of the pay range to which the employee has been allocated.
2. Every school shall have a Head Secretary.
3. Benefit Contributions – Tax Flip – BenMax

Both parties acknowledge that, effective January 2004, the practice of contributing to the benefit contributions of employees covered by this Collective Agreement during the processing of the current month's payroll will be directed in a manner to generate the maximum tax advantage for the employees.

4. Newly hired employees will be placed on the grid at the employer's discretion.

**APPENDIX B  
Education Assistants**

Effective September 1, 2018 – 0%

<b>Education Assistants Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Level 1 – Uncertified	19.24	19.95	20.60	21.16	22.04
Level 2 – Certified 1 Year	19.98	20.67	21.37	21.96	22.99
Level 3 – Certified 2 Years	21.22	21.91	22.57	23.30	24.00

Effective September 1, 2019 – 0.5%

<b>Education Assistants Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Level 1 – Uncertified	19.34	20.05	20.70	21.27	22.15
Level 2 – Certified 1 Year	20.08	20.77	21.48	22.07	23.10
Level 3 – Certified 2 Years	21.33	22.02	22.68	23.42	24.12

Effective September 1, 2020 – 1.0%

<b>Education Assistants Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Level 1 – Uncertified	19.53	20.25	20.91	21.48	22.37
Level 2 – Certified 1 Year	20.28	20.98	21.69	22.29	23.33
Level 3 – Certified 2 Years	21.54	22.24	22.91	23.65	24.36

1. Employees shall receive Pay Step advancements the first of the month following the completion of 960 hours worked at each step of the pay range to which the employee has been allocated.

2. Mid Payroll Advance

The Board acknowledges that a mid-payroll advance will be processed for the Education Assistants covered by this Collective Agreement on the 25<sup>th</sup> of each month from September to May, excluding December of each year. A fixed dollar amount based on the FTE allocation will determine the amount of the advance that will be processed using the following scale:

FTE Range					
< .2	.2 - < .4	.4 - < .6	.6 - < .8	.8 - < 1.0	1.0
\$ -	\$ 200.00	\$ 400.00	\$ 500.00	\$ 600.00	\$ 700.00

3. Newly hired employees will be placed on the grid at the employer's discretion based on experience and education. Proof of qualifications must be provided within 45 calendar days from date of hire.

4. Education is calculated as years of full-time attendance in a related program of studies at a recognized post-secondary institution approved by Black Gold School Division.

Level 1 – no completion of related program of studies

Level 2 – 1 year full-time attendance and successful completion of related program of studies

Level 3 – 2 or more years full-time attendance and successful completion of related program of studies

5. Benefit Contributions - Tax Flip - BenMax

Both parties acknowledge that, effective January 2004, the practice of contributing to the benefit contributions of employees covered by this Collective Agreement during the processing of the current month's payroll will be directed in a manner to generate the maximum tax advantage for the employees.

**APPENDIX C**  
**Beauty Culture/Accounting Technicians/Trade Shop Technicians I**

Effective September 1, 2018 – 0%

<b>Classification</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
Tech 1	19.24	20.10	20.98	21.81	22.66	23.51	24.38
Tech 2	21.08	21.94	22.79	23.63	24.50	25.36	26.22

Effective September 1, 2019 – 0.5%

<b>Classification</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
Tech 1	19.34	20.20	21.08	21.92	22.77	23.63	24.50
Tech 2	21.19	22.05	22.90	23.75	24.62	25.49	26.35

Effective September 1, 2020 – 1.0%

<b>Classification</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
Tech 1	19.53	20.40	21.29	22.14	23.00	23.87	24.75
Tech 2	21.40	22.27	23.13	23.99	24.87	25.74	26.61

1. One Year of Service equals the completion of 1414 hours of employment.
2. Newly hired employees will be placed on the grid at the employer's discretion based on experience and qualifications. Proof of qualifications must be provided within 45 calendar days from date of hire.
3. Benefit Contributions - Tax Flip - BenMax

Both parties acknowledge that, effective January 2004, the practice of contributing to the benefit contributions of employees covered by this Collective Agreement during the processing of the current month's payroll will be directed in a manner to generate the maximum tax advantage for the employees.

**APPENDIX D  
Library Clerks/Library Technicians**

Effective September 1, 2018 – 0%

<b>Classification</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
Library Clerk	19.85	20.46	21.19	21.87	22.56	23.31
Tech 1	19.99	20.72	21.54	22.41	23.27	24.12
Tech 2	21.67	22.52	23.39	24.25	25.11	25.96

Effective September 1, 2019 – 0.5%

<b>Classification</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
Library Clerk	19.95	20.56	21.30	21.98	22.67	23.43
Tech 1	20.09	20.82	21.65	22.52	23.39	24.24
Tech 2	21.78	22.63	23.51	24.37	25.24	26.09

Effective September 1, 2020 – 1.0%

<b>Classification</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
Library Clerk	20.15	20.77	21.51	22.20	22.90	23.66
Tech 1	20.29	21.03	21.87	22.75	23.62	24.48
Tech 2	22.00	22.86	23.75	24.61	25.49	26.35

1. One Year of Library Experience requires a minimum of 1414 hours employment in Specialized, School, Public, College or University Libraries.
2. Newly hired employees will be placed on the grid at the employer's discretion based on experience and education. Proof of qualifications must be provided within 45 calendar days from date of hire.
3. **Library Technician I** - is a person with a certificate from a library and information management one year program at an accredited post-secondary institution complying with provincial legislation as overseen by each provincial government approved by Black Gold School Division.  
  
**Library Technician II** - is a person with a diploma from a library and information management two-year program at an accredited post-secondary institution complying with provincial legislation as overseen by each provincial government approved by Black Gold School Division.
4. Benefit Contributions - Tax Flip – BenMax

Both parties acknowledge that, effective January 2004, the practice of contributing to the benefit contributions of employees covered by this Collective Agreement during the processing of the current month's payroll will be directed in a manner to generate the maximum tax advantage for the employees.

**APPENDIX E**  
**Educational Transliterators/Licensed Practical Nurses/Therapy Assistants**

Effective September 1, 2018 - 0%

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
23.07	24.16	25.29	26.38	27.50	28.59	29.71

Effective September 1, 2019 - 0.5%

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
23.19	24.28	25.42	26.51	27.64	28.73	29.86

Effective September 1, 2020 - 1.0%

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
23.42	24.52	25.67	26.78	27.92	29.02	30.16

1. One Year of Service equals the completion of 1414 hours of employment.
2. Newly hired employees will be placed on the grid at the employer's discretion based on experience and education. Proof of qualifications must be provided within 45 calendar days from date of hire.
3. Benefit Contributions - Tax Flip - BenMax

Both parties acknowledge that, effective January 2004, the practice of contributing to the benefit contributions of employees covered by this Collective Agreement during the processing of the current month's payroll will be directed in a manner to generate the maximum tax advantage for the employees.

APPENDIX F



BLACK GOLD SCHOOL DIVISION  
MEDICAL CERTIFICATE

NAME OF EMPLOYEE: \_\_\_\_\_

LOCATION: \_\_\_\_\_

Date on which the treatment,  
disability or sickness occurred: \_\_\_\_\_

NAME OF DOCTOR:

ADDRESS:

ANTICIPATED EXTENT OF ABSENCE:

DATE FROM: \_\_\_\_\_ TO \_\_\_\_\_

REASON FOR ABSENCE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE

DOCTOR'S SIGNATURE