

COLLECTIVE AGREEMENT
BETWEEN
THE BOARD OF TRUSTEES
OF THE
GRANDE YELLOWHEAD REGIONAL
DIVISION NO. 35
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES
1357

September 1, 2007 to August 31, 2011

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THIS AGREEMENT MADE IN DUPLICATE THIS 1st DAY OF October, 2008.

BETWEEN:

THE BOARD OF TRUSTEES OF THE GRANDE YELLOWHEAD REGIONAL DIVISION NO. 35 (hereinafter referred to as "the Employer")

OF THE FIRST PART,

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL NO. 1357 (hereinafter referred to as "the Union")

OF THE SECOND PART.

WHEREAS the union is the duly certificated bargaining agent for the employees of the Employer covered by the Labour Relations Board Certificate 14-95, and

WHEREAS such employees' terms and conditions of employment and their salaries have been the subject of negotiations between the parties, and

WHEREAS the parties desire that these matters be set forth in an Agreement to govern the terms of employment of the employees covered by the Labour Relations Board Certificate 14-95,

THEREFORE THIS AGREEMENT WITNESSETH:

ARTICLE I - DEFINITIONS

1.01 Permanent Full-Time Employee

Permanent Full-Time Employee shall mean an employee in an established position under this Agreement who has successfully completed the required probationary period as defined in clause 10.01.a.

1.02 Permanent Part-Time Employee

Permanent Part-Time Employee shall mean an employee scheduled to work less than the normal weekly hours of work set forth in this Agreement and who has successfully completed the required probationary period as defined in clause 10.01.b.

1.03 Temporary Employee

A temporary employee shall mean an employee who is hired on a call-in basis where employment is from day to day, or to replace an employee for a fixed term who is expected to return to their position.

After ten (10) days of continuous service in the same position, sick leave benefits (as per Article XV) shall come into effect. Temporary employees are not entitled to clauses 16.01, 16.04, 16.05, 17.02, 17.03, 17.04, 17.05, 17.06, 17.07, 17.08 and 17.09 until they have been employed for three (3) consecutive months.

- 1.04 Probationary Employee
- a. Probationary Employee shall mean an employee serving a probationary period as defined in clause 10.01.a. in an established position under this Agreement.
 - b. A probationary employee shall be notified of his/her progress during the probationary period in order to correct any shortcomings in his/her job performance.
- 1.05 Employer
- Employer shall mean the Board of Trustees for the Grande Yellowhead Regional Division No. 35 or its designate.
- 1.06 Vacation Year
- Vacation year shall mean the period from July 1 to the succeeding June 30.
- 1.07 Seniority
- Seniority shall mean the length of continuous service with the Employer.
- 1.08 Grievance
- Grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement, or a case where the Employer or the Employee has acted unjustly or improperly.
- 1.09 Where the singular or feminine is used in this Agreement, it shall be deemed to be the plural or masculine where the context so requires and vice versa.

ARTICLE II - MANAGEMENT RIGHTS

- 2.01 The Union recognizes that it is the right of the Employer to exercise all the regular and customary functions of management and to direct the working forces, except as limited by the expressed restrictions of this Agreement.
- 2.02 Without limiting the generality of the foregoing, the Union recognizes the right of the Employer to hire, promote, demote, transfer, suspend, or otherwise discipline and discharge any employee subject to the terms of this Agreement.
- 2.03 The Union further recognizes the right of the Employer to operate and manage its business in all respects in accordance with its obligations and to make and alter, from time to time, rules and regulations to be observed by the employees subject to the terms of this Agreement.
- 2.04 The Union further recognizes the right of the Employer to determine job content and assign the duties and responsibilities of positions covered by the scope of this Agreement.

- 2.05 The question of whether any of these management rights are limited by the expressed terms of this Agreement shall be decided through the grievance and arbitration procedures provided herein.

ARTICLE III - RECOGNITION AND NEGOTIATIONS

- 3.01 The Employer and its representatives recognize the Union as the sole collective bargaining agent for all employees covered by Certificate 14-95 issued by the Labour Relations Board of the Province of Alberta.

- 3.01.1 The following positions are excluded from the Collective Agreement:

- Executive Assistant
- Family School Liaison Worker

- 3.02 The Employer shall provide leave without pay but without loss of benefits for the purpose of attending negotiation meetings between the Employer and the Union.

- 3.03 Representatives of the Union who are not employees of the Employer may enter the premises of the Employer for the purpose of negotiations or the investigation of grievances after first notifying and receiving the approval from a divisional administrator and the plant administrator. The activities of the Union representative(s) shall be limited to those approved by the plant administrator.

- 3.04 Contracting Out

The Employer and the Union agree that maintenance work consists of maintaining existing facilities, equipment, and installations.

Notwithstanding that non-maintenance work such as construction or new installations may be assigned to the Maintenance Crew from time to time, the Employer's right to contract non-maintenance work to private individuals or companies shall not be limited or otherwise impinged by this collective agreement.

The Parties further agree that maintenance work for which the Division does not have the necessary equipment or personnel, or work which is performed under warranty, may be contracted in the same manner as non-maintenance work.

The Parties further agree that work assigned to parent volunteers or persons on work experience or job training programs shall not be construed to be contracted out if such assignments do not reduce the level of employment of bargaining unit members.

In order to provide job security for members of the bargaining unit, the Employer agrees that, except as provided above, all work or services performed by employees shall not be contracted, sub-contracted, transferred, leased, assigned, or conveyed in whole or in part, to any other plant, person, company, or non-bargaining unit employee without referring the proposal to the Contracting Out Study Committee, as per Clause 18.03.1. Any emergent situations which require the use of contractors to perform work which would normally be done by employees shall be reported to the Union immediately upon completion of the work.

- 3.05 Upon commencement of employment the Employer shall make new employees aware that the current copy of the collective agreement is available on the GYRD website (www.gyrd.ab.ca).

ARTICLE IV - CHECK-OFF OF UNION DUES

- 4.01 At the signing of the Agreement, as a condition of employment, all new employees shall become and remain members of the union according to the Constitution and By-Laws of the Union within thirty (30) days from the date of employment.
- 4.02 The Employer shall deduct monthly Union dues from each employee covered by this Agreement and shall remit such dues to the Treasurer of the Union not later than the tenth (10th) of the following month. The remittance shall be accompanied by a list of those employees for whom dues are remitted.
- 4.03 The amount of Union dues deducted by the Employer from each employee in the previous calendar year shall be recorded on the employee's income tax (T-4) slip.

ARTICLE V - CORRESPONDENCE

- 5.01 All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Employer's designated representative, and the President of the Union or his/her designate. In addition, a copy of all correspondence dealing with grievances shall be sent to the Chief Steward.
- 5.02 The Employer agrees that matters of Policy and rules and regulations which affect employees within the bargaining unit shall be communicated to the President of the Union or his/her designate, by the Employer's designated representative and a copy shall be forwarded to each plant administrator to be made available to the employees covered by this Agreement, by posting. The Union may also post notices of meetings or correspondence of an official nature, which are not objectionable to the Employer.
- 5.03 The Employer or its representatives shall make available to the union, on request, information required by the Union, such as job descriptions, job classifications, wage rates, and information pertaining to pensions and benefit plans.
- 5.04 The Employer and Union agree that correspondence outlined within this article is to be sent via post to the following addresses:

For the Union:

Canadian Union of Public Employees Local 1357
P.O. Box 5105
Edson, Alberta T7E 1T3
Attention: President

For the Employer:

Board of Trustees of Grande Yellowhead Regional Division #35
3656 - 1 Avenue
Edson, Alberta T7E 1S8
Attention: Assistant Superintendent - Business Services

ARTICLE VI - GRIEVANCE PROCEDURE

- 6.01 The parties agree that the time limits set forth in this article shall be mandatory, exclusive of Saturdays, Sundays, and Named Holidays.
- 6.01.1 The time limits specified in the grievance procedure may be extended for such time as mutually agreed to by the Employer and the Union in writing.
- 6.02 In order to provide for an orderly and speedy process for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and Stewards. The role of the steward shall be to assist with the preparation and presentation of a grievance commencing with clause 6.03 below. When a steward assists with the presentation of a grievance during working hours he/she shall suffer no loss of regular earnings.
- 6.03 An employee who feels they have a grievance shall notify the Union, who, along with the employee, will discuss it with the employee's supervisor within ten (10) days of the event which led to the grievance in an earnest attempt to resolve the problem.
- 6.04 The Union shall have the right to originate grievances on behalf of any employee who feels that he/she has a grievance. Grievances which are not of an individual nature but are generally applicable to employees covered by the scope of this Agreement shall be referred to as a policy grievance.
- Policy grievances shall be submitted in writing within thirty (30) days of the event which led to the grievance and shall specify the information required in clauses 6.05.a. The grievance shall commence as provided by clause 6.06.b.
- 6.05 Failing to resolve the grievance during the discussion with the employee's supervisor, it shall be dealt with as follows:
- a. Within ten (10) days exclusive of Saturdays, Sundays and Named Holidays, the Union shall submit the grievance in writing to the Assistant Superintendent - Business Services with a copy to the Superintendent of Schools outlining:
 - i. the nature of the grievance and the circumstances out of which it arose.
 - ii. the remedy or correction the Board is requested to make.
 - b. The Assistant Superintendent - Business Services shall provide a written reply within ten (10) days exclusive of Saturdays, Sundays, and Named Holidays.
- 6.06 In the event that the matter is not satisfactorily adjusted by the Assistant Superintendent - Business Services:
- a. the Union may submit the written grievance to the Employer as soon as possible and in any case not later than ten (10) consecutive calendar days, exclusive of Saturdays, Sundays, and Named Holidays, after the Assistant Superintendent - Business Services provides a written reply.
 - b. The Employer, or a committee established by the Employer, shall meet with the Union within fifteen (15) days, exclusive of Saturdays, Sundays, and

Named Holidays, of the submission to consider the case. The employee, should he/she request it, may have present a representative of the Union during the meeting with the Employer or committee.

The decision of the Employer will be sent to the Union and the employee within ten (10) working days after the hearing.

6.07

If the decision of the Employer fails to resolve the grievance:

- a. the Union may submit the matter to an Arbitration Board, provided, however, that the Union shall take such action and shall notify the Employer within fifteen (15) days, exclusive of Saturdays, Sundays, and Named Holidays, of receipt of the response of the Employer or its committee as set out in paragraph 6.06.b. above. At the same time the Union shall submit the name of the person nominated by them to be their appointee on the Arbitration Board.
- b. The Arbitration Board:
 - i. shall not have power to alter or amend any provision of the Collective Agreement, or to substitute any provision or to give any decision inconsistent with the terms of this Agreement.
 - ii. shall have jurisdiction to determine whether the grievance presents an arbitral issue.
- c. The Arbitration Board shall hear and determine the difference and shall issue an award in writing. The decision of the majority of the Arbitration Board is final and binding on the parties and upon any employees affected by it, but if there is not a majority, the decision of the Chairman governs and it shall be deemed to be the award of the Arbitration Board.
- d. Each party to the difference shall bear the expense of its respective appointee to the Arbitration Board and the two parties shall bear equally the expenses of the Chairman.

ARTICLE VII – DISCIPLINE, SUSPENSION, AND DISCHARGE

7.01

Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview. The supervisor shall inform the employee of his/her right to have a steward present at the interview, and the employee may contact the steward prior to the interview taking place.

7.02

Unsatisfactory conduct and/or performance by an Employee may result in a written warning to the Employee. A written warning shall provide the specifics of the issue(s) that gave rise to the disciplinary action, shall provide direction regarding work performance expectations and a timeline for improvement, as well as indicating that further discipline or discharge may follow any similar infractions. A copy of the written warning shall be placed on the Employee's personnel file. A copy of the written warning shall be forwarded to the Union. An employee considered by the

Union to be wrongfully or unjustly disciplined shall be entitled to a hearing commencing with section 6.05.a of the grievance procedure.

- 7.03 The Employer may suspend any employee for just cause. An employee considered by the Union to be wrongfully or unjustly suspended shall be entitled to a hearing commencing with section 6.06.b of the grievance procedure.
- 7.04 The Employer may discharge a permanent full-time or permanent part-time employee for just cause. An employee considered by the Union to be wrongfully or unjustly discharged shall be entitled to a hearing commencing with section 6.06.b of the grievance procedure.
- 7.05 A copy of any report on, or evaluation of, an employee that is to become part of the employee's record shall be given to the employee. The employee's written reply or comments in regard to such a report or evaluation must also become part of the record. By mutual agreement, an employee may examine his/her file. File documents more than twenty-four months old are to be purged and will not be used in disciplinary proceedings.

ARTICLE VIII - CLASSIFICATIONS

8.01 New Classifications

Where a new classification is established and filled within the bargaining unit during the term of this Agreement, the Employer shall notify the Union and provide the schedule of wages deemed appropriate for the classification.

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

- a. If the Union objects to the salary structure established by the Employer and through negotiations, both parties agree to revise the salary structure, the revised salary structure shall be retroactive to the date the new classification was established.
- b. Failing resolution of the matter by negotiation within a further thirty (30) calendar days of the receipt of the notice from the Employer, it may be referred to arbitration as herein provided.

8.03 Copies of all job descriptions shall be copied to the Union, and provided on the Grande Yellowhead Regional Division No. 35 website at www.gyrd.ab.ca.

8.04 Classifications and Re-Classifications

Requests for reclassification of existing positions or the classification of new positions shall be forwarded to the Labour Management Advisory Committee, as outlined in Article 18.02.1.

ARTICLE IX – POSTINGS

9.01 A posting of a position shall be the notification to the Union in writing, and the posting of the position in the Employer's offices, shops, and on bulletin boards for a minimum of five (5) consecutive working days. Such notice shall contain the following information: nature of position, qualifications, shift and hours of work when established, wage or salary rate.

- a. When a vacancy occurs as a result of a resignation or termination, or a new position is created, the position shall be posted.
- b. The employer may fill the above position(s) on a temporary basis subject to Article 10.08 for up to a maximum of forty-five (45) calendar days, or by mutual consent between the Employer and the Union.
- c. In the event that a permanent position is vacant resulting from a leave of absence, maternity leave, or extended disability, that position can be filled on a temporary basis. If the vacancy exceeds three (3) months, the position will be posted. If the temporary employee is successful in retaining the position following posting and/or the term, their service as a temporary employee will be recognized as contributing to the completion of their probationary period pursuant to Clause 10.01 below.
- d. If, after posting, a temporary employee is successful in retaining a position (identified in 9.01.a. then, following their term, their service as a temporary employee will be recognized as contributing to the completion of their probationary period pursuant to Clause 10.01.

9.02 Additional Hours

- a. Should additional hours become available, the permanent part-time employees shall be given first opportunity for working the additional time before any new employee is hired.
- b. Any additional hours (two consecutive hours or greater) shall be posted within the zone for five (5) working days.
- c. Any additional hours (less than two) shall be assigned to the permanent part-time employee(s) at the plant, based on seniority and qualifications.

9.03 Promotions

- a. Both Parties recognize:
 - i. the principle of promotions within the service of the employer; and,
 - ii. that job opportunity should increase in proportion to length of service;

therefore, in cases of promotions, transfers, and demotions, employees shall be judged by the Employer on the basis of performance, ability, qualifications, and seniority.

- b. The successful applicant for a promotion shall be placed on a trial period for sixty (60) calendar days. Conditional upon satisfactory service, such promotion shall become permanent after sixty (60) calendar days. The promoted employee who is for any reason absent from a scheduled work period may have his/her promotional trial period extended by a period equal to the number of absenteeism days. In the event the applicant proves unsatisfactory, he/she shall be returned to his/her former position and former wage rate without loss of seniority. An employee on a trial period shall have the right to give a written notice of request to return to his/her former position within a sixty (60) day calendar period if he/she so desires. Any other employee promoted or transferred because of this arrangement shall be returned to his/her former position and former salary without loss of seniority. Any employee newly hired because of this arrangement shall be released from the employ of the Employer.

ARTICLE X – SENIORITY

10.01 Probationary Period

- a. All employees covered by the terms of this Agreement shall serve a probationary period of six (6) months. At the end of this period, he/she shall be classified as a "permanent employee". On reaching permanent employee status, seniority shall commence from the first day of employment.
- b. In the event an employee has not had the opportunity to complete a six (6) month probationary period, as a result of a layoff, that employee shall continue to accrue seniority upon recall in order to complete their probationary period.

10.02 The Employer shall maintain a current seniority list showing the dates on which each employee's service commenced and such an up-to-date list shall be sent to the Union upon the request of the Executive of CUPE Local #1357. Seniority for a regular or part-time employee shall commence from the initial date of employment. However, until the employee has served their probationary period he/she shall have no seniority rights and his/her discharge, lay-off, or transfer shall not be subject to grievance.

10.03 Seniority will be administered on a Zone basis for layoffs, recalls, and transfers and on a Divisional basis for responses to postings. For purposes of this clause, the schools in Niton Junction, Wildwood, and Evansburg constitute the Lobstick Zone, schools in Edson and Fulham constitute the Edson Zone, and schools in Jasper, Hinton and Grande Cache constitute the Jasper, Hinton and Grande Cache Zones respectively.

10.04 A permanent employee shall have the right to return to their former position after the completion of vacation, approved leaves of absence, sick leave including long term disability, and W.C.B. approved claims, and in the event such an employee accepts a temporary replacement in a permanent position.

10.05 In the event that the hours assigned to a position are reduced, to whatever extent is possible given qualifications and abilities, the reduction will be absorbed by the least senior employee in the zone.

- 10.06 In the event that a position is eliminated, the incumbent will be transferred to the position held by the least senior employee in the Zone with due regard to seniority, qualifications, and ability. The Parties recognize that it may be necessary to involve multiple positions held by junior employees to accommodate assigned hours and programs.
- 10.07 Lay-off and Recall
- a. In the event of a lay-off employees should be laid off in reverse order of seniority. Employees shall be recalled in the order of their seniority.
 - b. Employees recalled to do work at a lower rated job than the job previously held prior to the lay-off shall receive the rate of pay for such lower rated job until an opening is available in their previous classification.
 - c. No new employees shall be hired until those laid off who are qualified, available, and prepared to do the work, have been given the opportunity of recall. Employees on lay-off may be given first opportunity for any temporary hours of work.
- 10.08 The Union shall be notified of all appointments, hirings, lay-offs, transfers, recalls, and terminations of employment and leaves of absence within the bargaining unit within a thirty (30) calendar day period.

ARTICLE XI – EMPLOYMENT TERMINATION

- 11.01 The employment of an employee of the Employer shall be deemed to be terminated in the event of any of the following:
- a. The employee is discharged for just cause and is not reinstated.
 - b. The employee resigns.
 - c. The employee is absent from work for three (3) consecutive work days without sufficient cause or without notifying the Employer.
 - d. The employee fails to return to work within three (3) consecutive working days following a lay-off and after being notified at the last recorded address by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his current address.
 - e. The employee is laid off for a period of longer than one (1) year.
 - f. The employee overstays a leave of absence granted by the Employer unless satisfactory cause which is acceptable to the Employer be provided immediately upon return to work.

ARTICLE XII – WAGES AND PAYMENT OF WAGES

- 12.01 Wages shall be paid on the basis of hours submitted on the timesheets. Completed timesheets shall be submitted on the fifteenth (15th) day of each month and wages shall be paid on or before the twenty-fifth (25th) day of each month.
- 12.02 a. All positions outlined in Article 12.02 shall have the same increase during the terms of the agreement as applied to Article 12.03 (as below):

<u>Classification</u>	<u>Hourly Rates</u> Effective Sept. 1, 2007	<u>Hourly Rates</u> Effective Sept. 1, 2008
<u>Maintenance Group</u>		
Maintenance Coordinator	33.88	35.57
Transportation – Shop Foreman	33.88	35.57
Maintenance III (Journeyman Certificate)	30.80	32.34
Maintenance II (No Journeyman Certificate)	23.65	24.83
Maintenance I (General Laborer)	17.18	18.04
<u>Technology Group</u>		
Technician Assistant	17.18	18.04
Support Analyst	20.57	21.60
System Administrator	25.69	26.97
Computer Technician	28.71	30.15
Systems Analyst I	30.67	32.20
Systems Analyst II	32.59	34.22
Systems Analyst III	34.53	36.26
<u>Accounting Group</u>		
Financial Accountant	23.68	24.86
Payroll Officer I	21.33	22.40
Payroll Officer II	22.60	23.73
Accounting Assistant	20.94	21.99
Accounting Clerk I	19.66	20.64

For the school years 2009-2010 to 2010-2011, salary grid adjustments will be as follows:

The Alberta Average Weekly Earnings* index (AAWE) percentage increase for September 1, 2009 will be calculated by comparing the average of earnings for Alberta for January 1, 2008 to December 31, 2008 to the average of earnings for Alberta for January 1, 2007 to December 31, 2007, and then applied to the salary grid in effect on August 31, 2009.

The Alberta Average Weekly Earnings* index (AAWE) percentage increase for September 1, 2010 will be calculated by comparing the average of earnings for Alberta for January 1, 2009 to December 31, 2009 to the average of earnings for Alberta for January 1, 2008 to December 31, 2008, and then applied to the salary grid in effect on August 31, 2010.

Note: If the AAWE calculation results in a negative number, the current salary grid in effect at the time shall continue in effect for the subsequent school year.

* The average weekly earnings for Alberta (based on the Statistics Canada Survey of Employment, Payrolls and Hours), unadjusted for seasonal variation, by type of employee for selected industries classified using the North American Industry Classification System (NAICS), monthly (Dollars) (281-0026)

- b. Subject to the approval of the Employer, Maintenance II (no Journeyman Certificate) may be paid an additional twenty-five (\$0.25) cents per hour.
- c. Subject to the approval of the Employer, tradespersons holding multiple journeyman certificates which are used in regular duties will be paid fifty-cents (\$0.50) per hour premium rate for each additional certificate held.
- d. An employee enrolled in an Apprenticeship Program recognized by Alberta Labour will be paid sixty percent (60%) of Journeyman rates in the first year of the program; seventy percent (70%) of Journeyman rates in the second year; eighty percent (80%) of Journeyman rates in the third year and ninety percent (90%) of Journeyman rates in the fourth year of the program.

12.03

Secretarial, Teacher Assistant, Library Assistant Staff:

a. Effective September 1, 2007

	0	2	5	10
Teacher Assistant I	15.81	16.26	16.70	17.15
T. Assistant IIA	16.22	16.72	17.20	17.71
T. Assistant IIB	16.45	16.95	17.43	17.93
T. Assistant III	16.72	17.20	17.71	18.19
L. Assistant I	16.22	16.72	17.20	17.71
Library Assistant II	16.45	16.95	17.43	17.93
Secretary I	16.59	17.06	17.54	18.02
Secretary II SR	18.19	18.68	19.19	19.67
Secretary II AC	18.19	18.68	19.19	19.67
Secretary III	18.68	19.19	19.67	20.15
Secretary IV	19.19	19.67	20.15	20.68
Ex. Sec. - Human Res.	19.84	20.34	20.84	21.33

b. Effective September 1, 2008

	0	2	5	10
T. Assistant II	17.27	17.80	18.30	18.83
T. Assistant III	17.56	18.06	18.60	19.10
L. Assistant I	17.03	17.56	18.06	18.60
Library Assistant II	17.27	17.80	18.30	18.83

Secretary I	17.42	17.91	18.42	18.92
Secretary II SR	19.10	19.61	20.15	20.65
Secretary II AC	19.10	19.61	20.15	20.65
Secretary III	19.61	20.15	20.65	21.16
Secretary IV	20.15	20.65	21.16	21.71
Ex. Sec. - Human Res.	20.83	21.36	21.88	22.40

For the school years 2009-2010 to 2010-2011, salary grid adjustments will be as follows:

The Alberta Average Weekly Earnings* index (AAWE) percentage increase for September 1, 2009 will be calculated by comparing the average of earnings for Alberta for January 1, 2008 to December 31, 2008 to the average of earnings for Alberta for January 1, 2007 to December 31, 2007, and then applied to the salary grid in effect on August 31, 2009.

The Alberta Average Weekly Earnings* index (AAWE) percentage increase for September 1, 2010 will be calculated by comparing the average of earnings for Alberta for January 1, 2009 to December 31, 2009 to the average of earnings for Alberta for January 1, 2008 to December 31, 2008, and then applied to the salary grid in effect on August 31, 2010.

Note: If the AAWE calculation results in a negative number, the current salary grid in effect at the time shall continue in effect for the subsequent school year.

* The average weekly earnings for Alberta (based on the Statistics Canada Survey of Employment, Payrolls and Hours), unadjusted for seasonal variation, by type of employee for selected industries classified using the North American Industry Classification System (NAICS), monthly (Dollars) (281-0026)

- c. A temporary employee shall be paid as per the following rate, unless they are in a temporary position for a fixed term (e.g., three (3) months). During such term, they shall be paid at the rate of the position that they are holding:

Effective September 1, 2007: \$14.41 per hour

Effective September 1, 2008: \$15.81 per hour

For the schools years 2009-2010 to 2010-2011, rate grid adjustments will be as follows:

The Alberta Average Weekly Earnings* index (AAWE) percentage increase for September 1, 2009 will be calculated by comparing the average of earnings for Alberta for January 1, 2008 to December 31, 2008 to the average of earnings for Alberta for January 1, 2007 to December 31, 2007, and then applied to the rate grid in effect on August 31, 2009.

The Alberta Average Weekly Earnings* index (AAWE) percentage increase for September 1, 2010 will be calculated by comparing the average of earnings for Alberta for January 1, 2009 to December 31, 2009 to the average of earnings for Alberta for January 1, 2008 to December 31, 2008, and then applied to the rate grid in effect on August 31, 2010.

Note: If the AAWE calculation results in a negative number, the current salary grid in effect at the time shall continue in effect for the subsequent school year.

* The average weekly earnings for Alberta (based on the Statistics Canada Survey of Employment, Payrolls and Hours), unadjusted for seasonal variation, by type of employee for selected industries classified using the North American Industry Classification System (NAICS), monthly (Dollars) (281-0026)

- d. Teacher Assistants and Library Assistants who have completed a recognized Teacher Assistant or Library Assistant Certificate shall be paid an additional fifty cents (\$0.50) per hour. The person must be working in the position to receive this additional compensation.

12.04 Employees covered by this Agreement who move from one classification to another will be given credit for their experience and/or years of service in the position they vacated.

12.05 Where an employee is temporarily assigned the principle duties of a higher paid position for a period of two (2) hours or more accumulated during one (1) working day, he/she should be paid the rate established for the higher paid position for all hours worked in performing the higher paid duties. Employees within the plant should be given first opportunity to relieve.

12.06 In the event that a secretary, library assistant or teacher assistant works in the capacity of a non-certified classroom supervisor for a period of two (2) hours or more accumulated during one (1) school day, he/she shall receive 1.3 times his/her regular rate of pay for the hours worked in that capacity at any grade level or at the regular rate of pay for uncertified supervisors, whichever is the greater.

ARTICLE XIII – HOURS OF WORK

13.01 The normal hours of work for the maintenance staff shall not exceed eight (8) hours a day and forty (40) hours in a week of five (5) working days, Monday to Friday.

The normal hours of work for secretarial, teacher assistant and library assistant staff will not exceed seven and one-half (7 1/2) hours per day or thirty-seven and one-half (37 1/2) hours per week in a week of five (5) consecutive days, Monday to Friday.

Employees may, subject to the appropriate approvals as set out below, work hours in excess of the normal limits set out in this clause.

13.02 Notwithstanding clause 13.01, employees on the maintenance and technical support staff may, subject to the prior approval of the Employer, rearrange their work week during periods of school closure to a four (4) day, ten (10) hour per day format.

- 13.03.1 With the exception of the ten (10) hour days referred to in Clause 13.02 above, time worked in excess of the normal limits set out in clause 13.01 shall be considered as overtime (exclusive of meal times) and when authorized by the administrator of the plant to which the employee is assigned, shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay for the first three hours per day and double the regular rate thereafter.
- 13.03.2 An employee who is called in and required to work outside their normal working hours shall be paid for a minimum of three (3) hours at overtime rates whenever there is a break between the employee's regularly scheduled hours and the work the employee is called in to do, except in those cases where callout time overlaps the scheduled working day. In such cases, overtime rates shall be paid until the commencement of the employee's regularly scheduled hours, or the work is completed. When the work called back for is completed, the employee shall be allowed to leave.
- 13.04 Upon written and acknowledged instructions from the Employer, an employee shall be paid for stand-by assignments as follows:
- a. Overnight stand-by duty Monday to Friday:
Two (2) hours at the employee's regular rate of pay.
 - b. Weekend stand-by duty:
Four (4) hours at the employee's regular rate of pay.
 - c. Stand-by pay shall be in addition to wages claimed for call-outs pursuant to clause 13.03.2.
- 13.05
- a. If an employee is required to attend meetings or perform duties outside of his/her regular working hours, such time shall be deemed to be hours worked and the employee shall be compensated accordingly. This clause shall not apply to negotiation/union meetings held outside the employee's regular hours of work.
 - b. Letter of Understanding (Appendix II).
- 13.06 Employees shall not be required to take regular hours off to equalize any overtime worked. However, the Employer may allow an employee the option of taking time off in lieu of overtime pay at a time mutually acceptable and agreed to. Overtime is banked at the rate it is earned, as per articles 13.03.1 and 14.02. A limit of overtime accrual cannot exceed forty (40) hours. Accrued hours in excess of forty (40) hours must be used by August 31st each year or pay out will take place at that time.
- 13.07 The supervisor shall schedule the daily hours for each employee. The hours and days of work of each employee shall be provided, in writing, to the individual at least two (2) weeks in advance of any change unless the change is due directly to funding, when at least one (1) week notice would be required.

- 13.08 Employees shall be permitted two (2) fifteen (15) minute rest periods (one in the a.m. and one in the p.m.) for each full day worked and one (1) fifteen (15) minute rest period for each half day worked, the time of which shall be scheduled by the employee's supervisor. The fifteen-minute (15) rest period shall commence when the employee leaves their place of work and the employee shall be back at their place of work when the fifteen minutes (15) expires.
- 13.09 Lunch breaks will be a minimum of thirty (30) minutes, unpaid.

ARTICLE XIV – HOLIDAYS

- 14.01 The following are considered paid statutory holidays for all employees covered by this Agreement:

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

and any other public holiday proclaimed by the Employer or the Provincial or Federal Governments.

- 14.02 Effective September 1, 2008, in the event any employee is required to work on a holiday listed in Clause 14.01 above, they shall be paid at the rate of two and one-half (2 ½) times the employee's regular rate of pay according to classification.

- 14.03 If any of the above mentioned holidays falls on an employee's day off, the employee shall be entitled to a day off in lieu at regular pay either immediately preceding or immediately following his/her regular day off. The employee shall consult with his/her immediate supervisor regarding the timing of the day off and/or other form of compensation by mutual agreement. The agreed to resolution will not exceed the school year in which it occurred.

In the event that the day either immediately preceding or following the employee's regular day off cannot be agreed, the day off shall be taken within thirty (30) days of the earning of the entitlement as mutually agreed, and if mutual agreement cannot be achieved, the Employer shall assign such day off with pay.

- 14.04 To qualify for such payment as outlined in clause 14.01, employees must have worked their last scheduled work day before and their first scheduled work day after such holiday.

Employees laid off for the summer months are not entitled to Holiday pay for Canada Day and the Civic Holiday.

- 14.05 Effective September 1, 2008, employees shall be entitled to a Float Holiday to be taken at a time mutually agreed upon within the same school year. The employee shall consult with their immediate supervisor regarding the timing of the Float Holiday, and

such requests shall not be unreasonably denied. Float Holidays cannot be carried over from one school year to the next.

- 14.06 Employees shall earn vacation entitlement or vacation pay in lieu of vacation entitlement as follows:
- a. during the first to sixth (inclusive) vacation years of employment, 1.25 days per month to a maximum of fifteen (15) days per year for employees on a twelve (12) month employment year and six percent (6%) of regular earnings for other employees.
 - b. during the seventh to eleventh (inclusive) vacation years of employment, 1.67 days per month to a maximum of twenty (20) days per year for employees on a twelve (12) month employment year and eight percent (8%) of regular earnings for other employees.
 - c. during the twelfth and subsequent vacation years of employment, 2.08 days per month to a maximum of twenty-five (25) days per year for employees on a twelve (12) month employment year and ten percent (10%) of regular earnings for other employees.
 - d. Accrued vacation as of August 31, may be carried forward to a maximum of five (5) days into the next school year. Any days in excess of the five (5) days will be paid out on August 31.
- 14.07 Vacation pay in lieu of vacation entitlement earned shall be added to each monthly payment of wages.
- 14.08 The Employer shall pay annual vacation pay in advance when holidays are taken provided the employee has requested such an advance in writing. The request must be submitted to the Assistant Superintendent - Business Services not less than thirty (30) days prior to the start of the employee's vacation period.
- 14.09 An employee shall submit to his/her supervisor in writing his/her preferred dates for vacation leave. The Employer shall, in consultation with the employee, assign vacation leave.
- 14.10 If an employee qualifies for sick leave during his/her vacation period, he/she may apply to have such leave added to his/her vacation period. Any such application must be supported by a medical certificate.

ARTICLE XV – SICK LEAVE

- 15.01 Sick leave is defined as a period of time when an employee is absent from work due to a disability or illness for which the employee is not compensated under the Worker's Compensation Act. The WCB top-up will be considered sick leave and employee accumulated sick time will be adjusted accordingly.
- 15.02 Permanent full-time, permanent part-time and temporary employees shall be granted sick leave on the basis of two (2) working days per month. The unused portion of sick leave in any year shall be accumulated from year to year to a maximum of ninety (90)

working days. The rate of pay for sick leave shall be equal to the employee's regular rate.

15.03 An employee who is eligible for benefits under article 17.03 shall apply for same and shall not be eligible to receive sick leave benefits.

15.04 After the third day of illness in a year, the Employer reserves the right to require a certificate from a medical practitioner before paying sick leave benefits.

ARTICLE XVI – LEAVES OF ABSENCE

16.01 Compassionate Leave

In the event of a critical illness or death of an employee's parent, spouse, common-law spouse, brother, sister, child, mother-in-law, father-in-law, grandchild, former guardian, fiancé(e), son-in-law, or daughter-in-law, and any relative who has been residing in the same household, or any other individual for whom the employee is required to administer bereavement responsibilities, an employee shall be granted up to four (4) days with full pay.

In the event of a critical illness or death of an employee's sister-in law, brother-in-law, grandparent, aunt, uncle, niece or nephew, an employee shall be granted up to three (3) days with full pay.

Upon the recommendation of the employee's supervisor an additional two (2) days will be granted for the purpose of travel. At the discretion of the Superintendent an additional leave of up to five (5) days may be granted with partial loss of pay.

16.02 Union Affairs Leave

Provided that the efficiency of the institution will not in any case be disrupted, upon request to the employer, leave of absence without pay but without loss of benefits shall be allowed employees to attend meetings of the Canadian Union of Public Employees, its affiliated or chartered bodies, and any Labour organization with which the Union is affiliated.

Leave under this clause is limited to no more than five (5) employees being on leave at any one time.

During a leave of absence granted pursuant to this clause, the employee shall claim wages applicable to the period of leave and the Union shall reimburse the Employer.

16.03 Maternity and Parental Leave

16.03.1 Employees shall be granted Maternity and Parental Leave in accordance with the Employment Standards Code, excepting that during the currency of the statutory Maternity Leave the Employer will maintain the employee's participation in the various fringe benefit and insurance plans in accordance with the provisions of the plan. During Parental Leave the employee shall have the option of maintaining, at his or her own expense (no premiums to be paid by the Employer), participation in the various fringe benefits and insurance plans in accordance with the provisions of the plan.

16.03.2 An employee with one year or more of service may access the Supplementary Unemployment Benefits Plan which shall supplement Employment Insurance benefit payments to a total of ninety-five (95%) percent of regular earnings during fifteen (15) weeks of Maternity Leave.

16.03.3 Article 16.03.2 above does not prohibit an employee from declining Employment Insurance and the Supplementary Unemployment Benefits Plan and accessing any sick leave the employee may be entitled to pursuant to Article XV during a period of sickness or disability arising from the pregnancy. The period of sickness or disability must be supported by a written note from the employee's physician confirming the employee is medically incapable of working during the period of sickness or disability.

16.03.4 An eligible employee accessing the provisions of Maternity Leave and required to serve a two (2) week waiting period imposed by Employment Insurance, shall receive the Supplementary Unemployment Benefit (SUB) Plan supplementing Employment Insurance benefits to a total of ninety-five (95%) of regular earnings during the two (2) week waiting period.

16.04 General Leaves of Absence

Leaves of Absence may be granted to employees upon application to the Employer.

If the Leave of Absence is for employment other than to the school division, a Leave of Absence Agreement Form must be completed by the employee and approved by the Superintendent of Schools prior to the leave commencing.

Permission for all other Leaves of Absence shall not be withheld without just cause. Where permission is denied, reasons shall be given.

Any Leave of Absence granted for a term exceeding two months shall be from the general staff of the division and there will be no guarantee of a return to the position from which the leave was taken.

16.05 Personal Leave

Subject to the supervisor being able to arrange for coverage of an employee's assignment, each employee is eligible for one (1) day full pay and one (1) day partial pay leave of absence during each school year. Partial loss of pay shall be defined as a reduction of forty percent (40%) of the applicable rate. Personal leave days not used in a year may be carried forward to the next year. Unused personal days may accumulate to a maximum of four (4) days with full pay, and four (4) days with partial pay. The pay status of personal days carried forward will be the same as if the leave had been taken the year earned.

ARTICLE XVII – EMPLOYEE BENEFITS

17.01 As a condition of employment employees shall be enrolled in a group life and accidental death and dismemberment insurance program. The Employer agrees to pay one hundred percent (100%) of the premiums for this program.

- 17.02 As a condition of employment employees shall be enrolled in a long term disability insurance program. The Employer agrees to pay one hundred percent (100%) of the premiums for this program.
- 17.03 The Employer shall make available an extended health care insurance program. The Employer agrees to pay one hundred percent (100%) of the premiums for this program.
- 17.04 The Employer shall make available a program of dental insurance to employees. The Employer agrees to pay one hundred percent (100%) of the premiums for this program.
- 17.05 The Employer shall enroll all eligible employees in the group Alberta Health Care Insurance program. The Employer agrees to pay one hundred percent (100%) of the premiums for this program.
- 17.06 The Employer will make available a vision and hearing aid care insurance program. The program will be, or equivalent to, Plan 3 – Vision 250/Hearing 500 (Alberta School Employee Benefit Plan). The Employer agrees to pay one hundred percent (100%) of the premiums for this program.
- 17.07 The Employer shall make an Employee Assistance Plan available to employees and their dependents who may be suffering from problems such as stress, psychological or physical illness, marital/family difficulties, drug/alcohol abuse, bereavement, etc. which may effect the performance of the employee. Leave from duties to access Employee Assistance Plan services shall be defined as sick leave. The first six (6) sessions are at no cost to the employee or dependents within the school year (September 1 to August 31). A fee of twenty (\$20.00) dollars per session will be assessed to the employee or dependent for any further sessions required. Employees subject to this agreement shall appoint two representatives to the Employee Assistance Plan Steering Committee.
- 17.08 The Employer will make available the Local Authorities Pension Plan to all eligible employees covered by this agreement. For purposes of this clause, an eligible employee is defined as an employee appointed to a regular position and working a minimum of twenty (20) hours per week. For purposes of the Local Authorities Pension Plan, the Employer shall define a year of pensionable service in a calendar year as follows:
- a. for a ten (10 month) employee, as one thousand three hundred and twenty (1320) hours;
 - b. for a twelve (12) month employee working less than a forty (40) hour week, as one thousand five hundred sixty (1560) hours; and
 - c. for a twelve (12) month employee working a forty (40) hour week, as two thousand and eighty (2080) hours.
- 17.09 It is understood that payments made toward the aforementioned benefit plans shall permit the Employer to retain and not pass on to the employees any rebates of premiums otherwise required under Human Resources Development Canada (previously Unemployment Insurance Commission) regulations.

17.10 Once an employee has attained five (5) years of service, the employee's benefit premiums for July and August of the same school year shall be pro-rated over the preceding ten (10) month period of September to June. The employee's selection of benefits related to the pro-ration period will be communicated with the recall notification sent out to the employee.

17.11 Early Retirement Benefits

When an employee is wanting to retire and wishes to apply for early retirement benefits, notification and application must take place thirty (30) calendar days prior to the last working day.

ARTICLE XVIII – JOINT COMMITTEES

18.01 The parties agree that a Fringe Benefit Committee consisting of two representatives of the Board of Trustees, and two representatives of the Canadian Union of Public Employees be formed and empowered to make decisions regarding the carrier to be used for the various insurance and benefit plans made available pursuant to this agreement. A quorum of this committee shall consist of all members and all motions shall require one hundred percent unanimity to carry.

18.02 A Labour Management Advisory Committee shall consist of three (3) representatives of the Board of Trustees and three (3) representatives of the Union.

18.02.1 The Labour Management Advisory Committee shall concern itself with the following general matters:

- a. Considering constructive criticism of all activities so that better relations shall exist between the Employer and the employees.
- b. Reviewing suggestions from the employees and the employer, discussing questions of working conditions and service (but not grievances concerned with service), and recommending measures to correct conditions causing grievances and misunderstandings.
- c. Reviewing proposals to enhance the physiological and psychological conditions of employees and investigating ways and means to afford employees protection from factors adverse to health and safety.
- d. Requests for reclassification of existing positions or the classification of new positions.

18.03 A Contracting Out Study Committee shall be established consisting of three (3) representatives of the Board of Trustees and three (3) representatives of the Union. The Committee shall enjoy the full support of both parties in the interests of full examination of issues related to the contracting out of any work or services.

- 18.03.1 The Contracting Out Study Committee shall concern itself with the following general matters:
- a. Studying the relative efficiencies of providing services or work by contractual arrangements or by employees.
 - b. Reviewing proposals for contracting out of work or services.
 - c. Determining whether or not a project or piece of work may be contracted out in accordance with Clause 3.04.
- 18.03.2 A decision of a majority of the Contracting Out Study Committee pursuant to Clause 18.02.1(c) above shall be final and binding on both parties. In the event of no majority decision being reached, the matter shall be referred to the Alberta Labor Mediation Branch whose decision shall be deemed to be the decision of the Committee.
- 18.04 The Committees shall meet as required at a mutually agreed time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting.
- 18.05 An employee shall not suffer any loss of regular earnings for Joint Committee meetings held during the employees normal hours of work; nor shall an employee be paid for time spent in meetings held outside his/her regular hours of work.
- 18.06 An Employer and a Union representative shall be designated as Joint Chairmen and shall preside over alternate meetings.
- 18.07 Minutes of each meeting of each Committee shall be prepared and signed by the Joint Chairmen as promptly as possible after the close of the meeting.
- 18.08 The Joint Committees shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.
- Except as provided in clause 18.02.1 above, the Joint Committees shall 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 the Employer.
- The Joint Committees shall have the power to make recommendations to the Union and to the Board of Trustees with respect to its discussions and conclusions.

ARTICLE XIX – PRESENT CONDITIONS AND BENEFITS

- 19.01 The Employer's policies and regulations which are applicable to employees covered by the scope of this Agreement shall not be inconsistent with the terms of the Agreement, nor shall the Employer and any employee covered by the scope of this Agreement make a verbal or written agreement which conflicts with the expressed terms of this Agreement.
- 19.02 Employees required to use their own vehicles for Divisional business shall be paid kilometrage at the current Divisional rate.

ARTICLE XX – PROFESSIONAL GROWTH

- 20.01 The Employer shall establish a Professional Growth Fund for employees covered by this Agreement. The Employer shall contribute Ten Thousand Dollars (\$10,000.00) annually to the fund, and in addition will contribute up to Two Thousand Dollars (\$2,000.00) provided that the additional contribution is matched by the Union. The residual of the fund shall be carried forward from year to year.
- 20.02 The Professional Growth Fund shall be used to provide employees with professional development activities in accordance with guidelines developed by a Joint Committee consisting of four (4) representatives of the Union with a single vote each, two (2) representatives of the Board of Trustees with two (2) votes each, and a GYRD Administration representative.
- 20.03 The Employer shall provide leave with pay for employees participating in activities supported by the Professional Growth Fund.
- 20.04 The Employer shall reimburse an employee for tuition costs relative to a course taken to upgrade his/her skills, subject to the following conditions:
- a. the course of study is deemed by the Employer to be relevant to the employee's work, and
 - b. the employee submits receipts for tuition costs incurred, and
 - c. the employee submits evidence of successful completion of the course.

ARTICLE XXI – TERM OF AGREEMENT

- 21.01 This Agreement shall be binding and remain in effect from September 1, 2007 to August 31, 2011 and shall continue from year to year thereafter, unless either party gives notice to the other party in writing, not more than one hundred and fifty (150) days or less than ninety (90) days prior to the termination date that change or amendments are desired.
- 21.02 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.
- 21.03 Notwithstanding the termination of this Agreement, if notice has been served pursuant to clause 21.01 above, the terms and conditions contained herein shall remain in full force and effect until otherwise altered through collective bargaining or until a strike or lockout commences, whichever comes first.

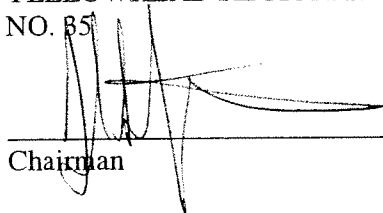
LETTERS OF UNDERSTANDING

1. Meeting Attendance and Duties of Regular Working Hours (Article 13.05); and
2. Examination of Article 8; and
3. New Classifications and Reclassifications

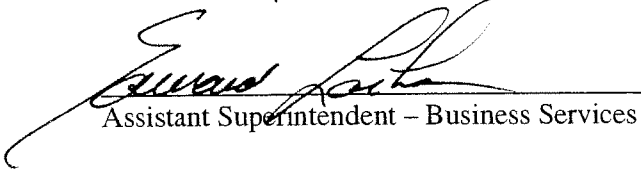
These letters of understanding are attached to and form part of the Collective Agreement between the Canadian Union of Public Employees and the Board of Trustees for the duration of this Collective Agreement (i.e., September 1, 2007 to August 31, 2011).

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seals the day and year first above written.

SIGNED ON BEHALF OF THE
BOARD OF TRUSTEES OF THE GRANDE
YELLOWHEAD REGIONAL DIVISION
NO. 85



Chairman

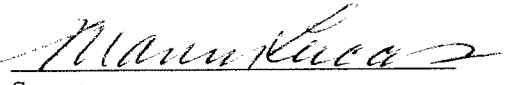


Assistant Superintendent – Business Services

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES' LOCAL 1357



President



Secretary

LETTER OF UNDERSTANDING

BETWEEN

THE GRANDE YELLOWHEAD REGIONAL DIVISION NO. 35

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1357

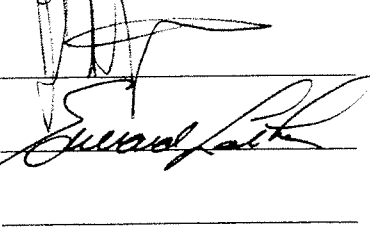
Re: Meeting Attendance and Duties of Regular Working Hours (Article 9.05)

The parties hereby agree to the following:

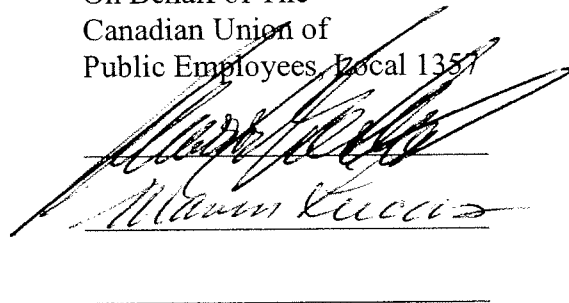
- a. School principals shall clearly communicate his/her expectations to CUPE staff with regard to required meeting attendance and duties outside of regular working hours.
- b. Attendance at optional meetings/activities shall be at the employee's discretion.

Signed this 9th day of MARCH, 2009 in Edson, Alberta Canada.

On Behalf of The
Grande Yellowhead
Regional Division No. 35



On Behalf of The
Canadian Union of
Public Employees, Local 1357



LETTER OF UNDERSTANDING

BETWEEN

THE GRANDE YELLOWHEAD REGIONAL DIVISION NO. 35

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1357

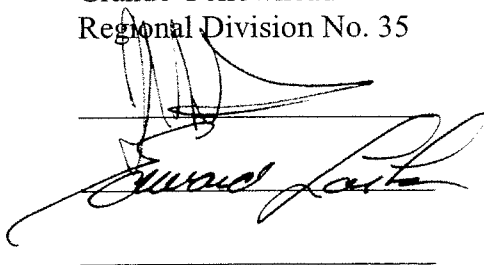
The parties hereby agree to the following:

Grande Yellowhead Regional Division No. 35 representatives (up to four) and CUPE representatives (up to four) will constitute a committee to examine Article 8:

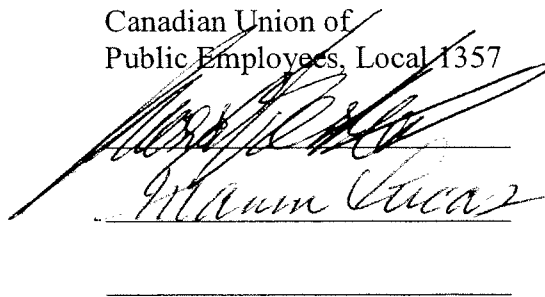
- a. to meet prior to May 1, 2009 to determine the "Terms of Reference" of the committee regarding the matters to be addressed; and
- b. to develop a report to be presented to each party prior to the next round of Collective Bargaining.

Signed this 9th day of MARCH, 2009 in Edson, Alberta Canada.

On Behalf of The
Grande Yellowhead
Regional Division No. 35



On Behalf of The
Canadian Union of
Public Employees, Local 1357



LETTER OF UNDERSTANDING

BETWEEN

THE GRANDE YELLOWHEAD REGIONAL DIVISION NO. 35
(Hereinafter called the "Employer")

AND

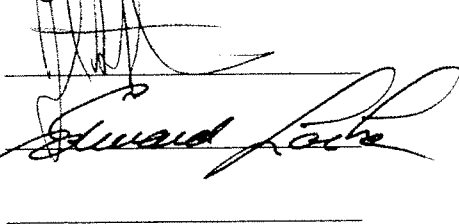
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1357
(Hereinafter called the "Union")

Re: New Classifications and Reclassifications

The Employer and the Union hereby agree that any reclassifications of positions or creation of new classifications shall be addressed by the Labour Management Advisory Committee as outlined in Article 14 of the collective agreement. The Employer and the Union recognize the need to establish Terms of Reference for the Labour Management Advisory Committee to deal with classification changes, and commit to completing them at the committee level. It is understood that the provisions of Article 8.01 shall be adhered to in creating these Terms of Reference.

Signed this 9th day of MARCH, 2009 in Edson, Alberta Canada.

On Behalf of The
Grande Yellowhead
Regional Division No. 35



On Behalf of The
Canadian Union of
Public Employees, Local 1357

