

Memorandum of Agreement
Between
THE HORIZON SCHOOL DIVISION
And
CANADIAN UNION OF PUBLIC EMPLOYEES, Local 3203
June 5, 2024

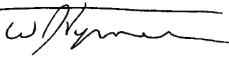









This Memorandum of Agreement between the Parties constitutes final agreement of all outstanding collective bargaining issues with respect to the new Collective Agreement.

All of the terms and conditions of the previous Collective Agreement will remain in effect except as set out in this document.

The School Division is required to follow the Public Sector Employers Act Section 3 that requires the Division to comply with collective bargaining mandates as directed by the Provincial Bargaining and Compensation Office (PBCO).

The Memorandum of Agreement is subject to approval from the PBCO prior to employer ratification. The Memorandum of Agreement is subject to ratification by the Principals of the Parties hereto and both Parties agree to recommend, to their respective Principals, acceptance of all terms and conditions herein.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement by affixing hereto the signatures of their proper Officers in that behalf.

SIGNED ON BEHALF OF THE HORIZON SCHOOL DIVISION	SIGNED ON BEHALF OF CANADIAN UNION OF PUBLIC EMPLOYEES, Local 3203
 <u>Philip Johansen</u> Philip Johansen (Jun 10, 2024 12:47 MDT)	 <u>Lisa Astalos</u> Lisa Astalos (Jun 10, 2024 07:23 MDT)
 <u>Karen Baergrancier</u> Karen Baergrancier (Jun 10, 2024 12:50 MDT)	 <u>Lori Thompson</u> Lori Thompson (Jun 10, 2024 07:32 MDT)
 <u>Mandy Court</u> Mandy Court (Jun 10, 2024 12:54 MDT)	 <u>Tim Laczo</u> Tim Laczo (Jun 10, 2024 07:39 MDT)
 <u>Maxwell Holst</u> Maxwell Holst (Jun 10, 2024 13:49 MDT)	 <u>Cindy Kanomata</u> Cindy Kanomata (Jun 10, 2024 09:34 MDT)
 <u>Blair Lowry</u> Blair Lowry (Jun 10, 2024 22:01 MDT)	 <u>Donna Stafford</u> Donna Stafford (Jun 10, 2024 09:35 MDT)

Jun 10, 2024

Housekeeping: General housekeeping throughout the collective agreement including but not necessarily limited to the following:

- Update Cover Page to reflect new term date
- Change gender specific language to gender neutral terms whenever possible
- Identify and correct spelling mistakes
- Identify and correct formatting issues
- Update legislative references to reflect current legislation/regulations where appropriate and mutually agreeable
- Correct job titles to reflect current titles as necessary
- Correct name of Employer and Union as required
- Correct table of contents, article references and article/clause numbering throughout agreement as required to reflect mutually agreed additions, deletions, or restructuring of the agreement
- Signature page – amend accordingly

Legend:

Black – current language

~~Orange strike out – removal of language~~

Red – new language

PREAMBLE

Land Acknowledgement

Horizon is located on the traditional land of the Blackfoot Confederacy and on Treaty 7 territory and the home of the Metis Nation of Alberta Region 3 (District 1). We honor the diverse Indigenous peoples whose ancestors have marked this territory for centuries. Together we call upon all our collective communities to build a better future and stronger understanding of all who dwell on this land we call home.

COVER PAGE and ARTICLE 1: TERM OF COLLECTIVE AGREEMENT

This Collective Agreement shall be in full force and in effect for the period from September 1, ~~2019~~ 2020 to August 31, ~~2020~~ 2024.

ARTICLE 2: EMPLOYEE DEFINITIONS

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

absent due to vacation, sickness, authorized leave of absence for three or more months or to meet an increases in workload for greater than three (3) months duration. A temporary employee's contract shall specify the date on which the employee commences employment with the board, and the date of termination of employment. Notwithstanding anything contained in a temporary contract of employment, a party to a temporary contract of employment may terminate that contract by giving 30 days' written notice of the termination to the other party to the contract.

- 2.7 Employees defined as "Ten-Month Employees" are Regular Employees and will work ~~and will work~~ as determined by the School Administrator.

Notwithstanding the above, all school ~~Secretaries-Administrative Assistants~~ will work all the teacher days for the school in which they work.

ARTICLE 4: PROBATIONARY PERIOD

- 4.1 ~~Starting September 1, 2020~~ Effective date of ratification, the probationary period for newly hired Employees is the first ~~ninety (90)~~ sixty (60) days worked or June 30th following the commencement date of employment, whichever comes first, to allow the Employer to determine an Employee's suitability and compatibility for continued employment.

Twelve-Month Employees:

~~Starting September 1, 2020~~ Effective date of ratification, the probationary period for newly hired Employees is the first ~~ninety (90)~~ sixty (60) days worked to allow the Employer to determine an Employee's suitability and compatibility for continued employment.

ARTICLE 5: UNION RECOGNITION AND RESPONSIBILITY

- 5.10 Meetings of the Union/Management Committee shall be held at times mutually agreeable to both parties.
- a) The parties agree to meet at least three times a year.
 - b) Should there be no items added to the agenda, the parties by mutual agreement may cancel the meeting.
 - c) Meetings will include the necessary committee members required to address the issues.

ARTICLE 6: NEW CLASSIFICATION

- 6.1 If the Employer creates a new position within any group covered by the certification, which may not be included in the salary schedule of this Collective Agreement, it shall ~~establish~~ negotiate the salary structure ~~and then give written notice to the Union with the Union.~~
- ~~6.2 If the Union fails to object, in writing, within thirty (30) calendar days of receipt of the notice from the Employer, the salary structure shall be considered as established.~~
- ~~6.3 If the Union objects to the salary structure established by the Employer and by negotiation succeeds in revising the salary structure, the revised salary structure shall be retroactive to the date the new position was implemented.~~
- 6.4 Failing resolution of the matter by negotiation, ~~within a further thirty (30) calendar days of receipt of the notice from the Employer,~~ it may be referred to arbitration as ~~hereinafter provided by either party within thirty (30) calendar days of the last day of negotiation.~~

ARTICLE 7: RELATIONSHIPS

- 7.4 Evaluation processes will be conducted in accordance with Board Policy. ~~The principles and processes used to conduct evaluations will be shared with the Union.~~

ARTICLE 10: VACANCIES, TRANSFERS AND PROMOTIONS

- 10.1 In determining the preference for filling vacancies, newly created positions, transfers, and promotions, within the bargaining unit, the following shall apply:
- (a) When qualifications and past performance, ~~based on the previous two (2) years~~ are met seniority shall be the deciding factor. For the purposes of this article the Employer shall be the sole judge. ~~If two or more applicants meet qualifications and past performance, and share the same seniority date, the date of application shall be used to determine the successful applicant, and the Employee with the earliest application date shall be awarded the position.~~
 - (i) For the purposes of Articles 10 and 11 qualifications shall mean education, experience, knowledge, skills, and the ability to perform the functions of the position or positions in question. Further when the job is a direct contact with a student or a group of students, it shall include suitability to work with the students or group of students the applicant will have to work with.

- (b) When filling a vacancy or a newly created position, the Employer shall post the position for a period of five (5) calendar days on the Employer's web site.
~~Notwithstanding the above, all vacancies or newly created positions shall be faxed to colony schools where fax machines exist.~~

- (C) ~~During those periods when schools are not in operation, i.e. Christmas break, Easter Break, Spring break and summer break; positions shall be advertised on the Employer's web site.~~ Orientation letters shall state that all postings within the bargaining unit shall be posted on the Horizon website.

- (d) Bargaining unit Employees, who have submitted a written application for the vacant or newly created position, shall be considered in the following order:
 - (i) **Firstly First**, bargaining unit Employees from within the site, including those on the recall list from that site.
 - (ii) Next, bargaining unit Employees from other sites, including those on the recall list from other sites.
 - (iii) Next, Casual and Temporary Employees in the Bargaining Unit.
 - (iv) If there are no qualified Employees within the bargaining unit then the Employer may consider qualified Employees outside the bargaining unit.
 - (v) The Employer shall have the right to fill the position with a temporary or casual Employee until a permanent selection is made.

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

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

ARTICLE 12: GRIEVANCE PROCEDURE

- 12.3 The purpose of the grievance procedure is to ensure that all grievances are processed properly and expeditiously. Therefore, strict adherence to the provisions of the grievance procedure is mandatory. In the event the respondent does not process the grievance from one Step to the next within the time limits stated, the grievance will be

considered conceded. In the event the **grievant grievor** does not process the grievance from one Step to the next within the time limits stated, the grievance will be considered to be abandoned. Time limits may only be extended by the written agreement of both Parties.

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

12.5 Complaint Stage

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

12.6 Step I

Within ten (10) working days of receipt of the supervisor's decision, the Union on behalf of the Employee, shall ~~submit a written grievance to the~~ **advance the Grievance to step 1 by email to the Assistant Associate** Superintendent - Human Services. The nature of the grievance, the remedy sought, and the Article or Articles of the Collective Agreement, which are alleged to have been violated, shall be set out in the grievance. The **Assistant Associate** Superintendent - Human Services will deliver a decision in writing within ten (10) working days following the date on which the grievance was presented. Should either Party request a meeting, such request shall be made upon submission of the written grievance. The decision shall be delivered within ten (10) working days of the date of the meeting.

12.8 Step III

Within thirty (30) working days following the decision under Clause 12.7, either Party shall notify the other in writing of its desire to submit the grievance to Arbitration, provided the grievance has been properly processed according to the provisions required by the Grievance Procedure. ~~Such written notice shall specify the name and address of the Party's appointee to the Arbitration Board.~~

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

a) **Upon mutual agreement, a single arbitrator may be used**

- b) In the event that mutual agreement regarding the appointment of an arbitrator is not achieved, the Director of Mediation Services shall appoint an Arbitrator.
- c) The decision of the arbitrator shall be final and binding on the Parties.

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

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

ARTICLE 13: DISCIPLINE, SUSPENSION AND TERMINATION

13.1 The Employer shall endeavour to use progressive discipline to correct issues or concerns in an Employee's performance, and/or conduct.

13.1.1 Progressive discipline shall normally include the following steps: informal verbal warning; formal disciplinary meeting; letters of concern, direction, and/or reprimand; suspension; and dismissal.

13.1.2 Coaching shall not be construed as disciplinary action. The Employer should counsel Employees as a first attempt to correct behaviour.

13.1.3 The Employer reserves the right to escalate to higher steps on the progressive discipline process depending on the severity of the issue or concern.

13.1.4 Both the Employer and Union agree investigations should be concluded as quickly as possible.

13.2 In all instances where the Employer considers that an Employee warrants disciplinary action, the Employer shall ~~make every effort to~~ take such action at a meeting with the Employee and, ~~when possible,~~ shall give the Employee ~~advance~~ notice of at least one (1) day of the nature of the meeting. The Employee may be accompanied at the meeting by the ~~Shop~~ Union Steward, Union Executive member or a National Representative.

13.3 If the action referred to in Clause 13.12 results in a written warning, suspension or termination, the Employer shall notify the Employee in writing of the action taken and the reasons either by ~~registered~~ mail, email or personal service. A copy of the letter will be sent by email to the Union President.

- 13.4 Any Employee sent home pending the outcome of an investigation will receive full pay, benefits, and seniority.
- 13.x An Employee with discipline on their file may request that the discipline letter be removed from their file. Upon receipt of a request, the Employer shall remove discipline on an Employee's file provided that;
- a) it is at least 24 months since the date of the discipline;
 - b) the request is made in writing to the Superintendent; and
 - c) the employee has had no further disciplinary issues.

Notwithstanding the foregoing, discipline will remain on the employee's file until any actions arising from it are concluded.

ARTICLE 14: HOURS OF WORK

- 14.2 For Full-time Twelve-Month Employees, the normal work week ~~covered by this Collective Agreement~~ shall be a maximum of forty (40) hours per week normally consisting of five (5) days of eight (8) hours each. ~~Scheduling of weekly hours of work shall be done to meet the need of the maintenance department but shall not exceed forty (40) hours per week.~~
- 14.3 For Full-time ~~based Secretaries ten (10) month school Administrative Assistant~~, the normal work week ~~covered by this Collective Agreement~~ shall be a maximum of thirty-five (35) hours per week normally consisting of five (5) days of seven (7) hours each. Scheduling of weekly hours of work shall be done to meet the need of the school but shall not exceed forty (40) hours per week.
- 14.4 For Full-time Speech Language Pathologists, the normal work week ~~covered by this Collective Agreement~~ shall be a maximum of thirty-five (35) hours per week. Scheduling of weekly hours of work shall be done to meet the need of the program but shall not exceed forty (40) hours per week.
- 14.5 For Full-time Food Services Workers, the normal work week ~~covered by this Collective Agreement~~ shall be a maximum of thirty-six (36) hours per week normally consisting of six (6) days of six (6) hours each day to meet the need of the school but shall not exceed forty-four (44) hours per week.
- 14.6 For Full-time ~~based Educational Assistants, Library Learning Commons Support and Sign Language Interpreters~~ the normal work week ~~covered by this Collective Agreement~~ shall be a maximum of thirty (30) hours per week normally consisting of

five (5) days of six (6) hours each. Scheduling of weekly hours of work shall be done to meet the need of the school but shall not exceed forty (40) hours per week.

- 14.7 For Full-time ~~based~~ Early Learning Educators, the normal work week ~~covered by this Collective Agreement~~ shall be a maximum of thirty (30) hours per week. Scheduling of weekly hours of work shall be done to meet the need of the school-based program but shall not exceed forty (40) hours per week.
- 14.8 For Full-time Educational Behaviour Consultant, the normal work week ~~covered by this Collective Agreement~~ shall be a maximum of thirty-seven and one-half (37 1/2) hours per week. Scheduling of weekly hours of work shall be done to meet the need of the program but shall not exceed forty (40) hours per week.
- 14.9 For Full-time ~~based~~ Courier Driver, the normal work week shall be thirty-five (35) hours per week normally consisting of five (5) days of seven (7) hours each. Scheduling of weekly hours of work may be done to provide services beyond the hours as outlined and to meet the needs of schools **but shall not exceed forty (40) hours per week.**
- 14.10 For Full-time ~~based~~ Mennonite Liaison Consultant, the normal work week ~~covered by this Collective Agreement~~ shall be thirty-five (35) hours per week normally consisting of five (5) days of seven (7) hours each. Scheduling of weekly hours of work may be done to provide services beyond the hours and days as outlined and to meet the needs of schools, families, and children **but shall not exceed forty (40) hours per week.**
- 14.xx For Full-time Mennonite Coordinators, the normal work week shall be thirty-five (35) hours per week normally consisting of five (5) days of seven (7) hours each. Scheduling of weekly hours of work may be done to provide services beyond the hours and days as outlined and to meet the needs of schools, families, and children but shall not exceed forty (40) hours per week.

ARTICLE 15: OVERTIME AND CALL-OUTS

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

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

Employees already ~~on staff working~~, who are ~~given~~ working hours in addition to ~~the their~~ regular scheduled hours for that day, will be paid for actual hours worked at their

regular rate of pay. When overtime occurs the overtime provisions of this Collective Agreement shall apply.

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

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

ARTICLE 16: GENERAL HOLIDAYS

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

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
August Civic Holiday (Maintenance Staff)	

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

And any other day designated, by regulation, as a general holiday by the Province of Alberta.

ARTICLE 17: ANNUAL VACATION

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

- (a) Less than one (1) year of continuing service:
 - five-sixths (5/6th) of a workday per complete month or four percent (4%)
- (b) One (1) or more years of continuing service:
 - fifteen (15) workdays or six percent (6%)
- (c) Ten (10) or more years of continuing service:
 - twenty (20) workdays or eight percent (8%)

- (d) Twenty (20) or more years of continuing service:
- twenty-five (25) workdays or ten percent (10%)
- (e) Effective date of ratification Twenty-five (25) or more years of continuing service:
- thirty (30) workdays or twelve percent (12%)

17.2 An Employee whose vacation leave is disrupted by an illness or injury requiring hospitalization, after ~~his/her~~ their vacation has begun, shall be entitled to re-schedule that portion of the vacation period affected by the illness or injury, provided that the nature and period of the disability is substantiated by a doctor's certificate.

ARTICLE 19: LEAVES OF ABSENCE

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

- (a) The Employer will endeavour to respond to all requests for leaves of absence within five working days of receipt of the request for leave.

19.2 With Pay and Benefits:

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

- (a) Bereavement Leave:
An Employee shall be granted three (3) regularly scheduled workdays, if necessary, in case of death of a:

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

Such days shall normally be taken in the period, which extends from the date of death up to and including the calendar day following interment unless agreed otherwise. Where the burial occurs three hundred and fifty (350) kilometres or more from the

Employee's residence the Employer may grant such additional time as necessary for travel, not to exceed three (3) workdays.

An employee who has been employed for at least 90 days may be entitled to an additional unpaid leave as per the Employment Standards Code.

(b) Critical Illness:

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

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

An employee who has been employed for at least 90 days may be entitled to additional unpaid leave as per the Employment Standards Code.

19.4 Without Pay:

(c) Personal Leave:

Personal Leave of Absence for not more than ~~three (3)~~ **five (5)** workdays in any school year without pay shall be granted to Employees for attending to private concerns, subject to the following conditions:

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

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

19.5 The Employer may not terminate the employment, or layoff, of an employee who is on an Employment Standards Code job protected leave.

ARTICLE 20: BENEFITS

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

Upon completing the Probationary Period:

- Regular ~~Secretaries~~ **School Administrative Assistants**
- Early Learning Educators
- Food Service Workers
- Speech Language Pathologists
- Sign Language Interpreters
- Educational Behaviour Consultants
- School ~~Library~~ **Learning Commons** Supports
- ~~Maintenance Secretary~~
- Operations and Maintenance Administrative Assistants
- Regular Maintenance
- Regular Caretakers
- Regular Caretaker Assistants
- Courier Driver
- Mennonite Liaison Consultant
- **Mennonite Coordinator**
- Regular **Educational** Assistants

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

20.8 Pension/RRSP

Effective September 1, 2017:

- (a) Regular Educational Assistants, Mennonite Liaison Consultants, **Mennonite Coordinator** and Courier Drivers who work at least point six (0.6) Full-time Equivalent (FTE) and who have one (1) year of employment with the jurisdiction, will be eligible to receive matching contributions to a Registered Retirement Savings Plan (RRSP) managed through a jurisdiction selected vendor up to a maximum of four percent (4%) of their salary for that pay period.
- (b) The Regular Educational Assistant, Mennonite Liaison Consultants, **Mennonite Coordinator** and Courier Drivers will be responsible to contact Personnel/Payroll

Coordinator to register for the contributions and for setting up monthly deductions.

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

20.x Effective date of ratification, the Employer agrees to make available to Full-Time Temporary Employees whose contract is greater than five (5) months the health benefits listed below effective the 61st day of work. Employees working point six (0.6) Full-time Equivalent or more shall be entitled to those applicable health benefits on a pro-rata basis and within the eligibility guidelines as set out by the benefit plan.

ARTICLE 22: PAYMENT OF WAGES AND ALLOWANCES

22.3 Recognition of Experience and Training

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

Length of experience	Starting Rate
Less than one (1) year	Year 1 Rate
One (1) year within past four (4) years	Year 2 Rate
Two (2) years within past five (5) years	Year 3 Rate
Three (3) years within past six (6) years	Year 4 Rate

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

Effective date of ratification, Employees returning to the service of the Employer after resignation and returning to the same job classification shall be returned to the rate of pay they received when they resigned or their equivalent years of experience, whatever is greater, when the resignation date is within two (2) years of the return to service.

22.6 SCHEDULE "A" – SCHOOL **SECRETARY ADMINISTRATIVE ASSISTANT**

SCHOOL SECRETARY ADMINISTRATIVE ASSISTANT – RATE OF PAY					
Effective Date	Year 1	Year 2	Year 3	Year 4	Year 5
September 1, 2019	19.33	20.33	21.33	22.34	23.34
September 1, 2023	20.65	21.65	22.65	23.66	24.66

(market adjustment)					
February 1, 2024 (+2.75%)	21.22	22.25	23.27	24.31	25.34

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

22.7 SCHEDULE "B" – EDUCATIONAL ASSISTANTS

EDUCATIONAL ASSISTANTS – RATE OF PAY					
Effective Date	Year 1	Year 2	Year 3	Year 4	Year 5
September 1, 2019	16.95	17.94	18.94	19.92	20.89
September 1, 2023 (market adjustment)	18.82	19.81	20.81	21.79	22.76
February 1, 2024 (+2.75%)	19.34	20.35	21.38	22.39	23.39

- Those Employees with an approved training certificate, which is directly applicable to their job duties, will be paid an additional one dollar (\$1.00) per hour.
- Pay will be based on years of service.
- Pay will be calculated using total number of student days, one additional three (3) hour orientation day, one Division-wide Professional Learning Day, plus applicable General Holidays.
- The Employer shall pay the fees associated for maintaining current Criminal Record Checks for **Educational** Assistants in the Pre-Kindergarten Program.
- **Educational Assistant duties may include food service duties such as**
 - Planning menus
 - Procuring food
 - Preparing snacks, and simple meals

- Organize and clean kitchen
- Distributing snacks

22.8 SCHEDULE "C" – COLONY EDUCATIONAL ASSISTANTS

COLONY EDUCATIONAL ASSISTANTS – RATE OF PAY					
Effective Date	Year 1	Year 2	Year 3	Year 4	Year 5
September 1, 2023 (market adjustment)	19.31	20.30	21.30	22.28	23.25
February 1, 2024 (+2.75%)	19.84	20.86	21.89	22.89	23.89
<ul style="list-style-type: none"> • Those Employees with an approved training certificate, which is directly applicable to their job duties, will be paid an additional one dollar (\$1.00) per hour. • Pay will be based on years of service. • Pay will be calculated using total number of student days, one additional three (3) hour orientation day, one Division-wide Professional Learning Day, plus applicable General Holidays. 					

22.8-9 SCHEDULE "C-D" - SCHOOL LIBRARY LEARNING COMMONS SUPPORT

SCHOOL LIBRARY LEARNING COMMONS SUPPORT – RATE OF PAY					
Effective Date	Year 1	Year 2	Year 3	Year 4	Year 5
September 1, 2019	17.69	18.65	19.58	20.51	21.45
September 1, 2023 (market adjustment)	19.21	20.17	21.10	22.03	22.97
February 1, 2024 (+2.75%)	19.74	20.72	21.68	22.64	23.60
<ul style="list-style-type: none"> • Those Employees with an approved training certificate, which is directly applicable to their job duties, will be paid an additional one dollar (\$1.00) per hour. • Pay will be based on years of service. • Pay will be calculated using total number of student days, one additional three (3) hour orientation day, one Division-wide Professional Learning Day, plus applicable General Holidays. 					

22.9-10 SCHEDULE "D-E" - CARETAKERS

CARETAKERS - RATE OF PAY					
Effective Date	Year 1	Year 2	Year 3	Year 4	Year 5
September 1, 2019	20.53	21.07	21.62	22.15	22.71

September 1, 2023 (market adjustment)	20.90	21.44	21.99	22.52	23.08
February 1, 2024 (+2.75%)	21.47	22.03	22.59	23.14	23.71
CARETAKERS ASSISTANTS- RATE OF PAY					
September 1, 2019	17.98	18.73	19.48	20.23	20.99
September 1, 2023 (market adjustment)	18.39	19.14	19.89	20.64	21.40
February 1, 2024 (+2.75%)	18.90	19.67	20.44	21.21	21.99
<ul style="list-style-type: none"> • Pay will be based on years of service. • Up to two hundred dollars (\$200.00) per year will be provided to Regular Caretaker Employees upon the receipt of an invoice for the purchase of appropriate safety clothing or safety footwear as approved by the Facilities Manager. 					

22.10-11 SCHEDULE "E-F" – MAINTENANCE

MAINTENANCE – RATE OF PAY				
Journeyman: • Painter • Plumber • Electrician • Carpenter	Must be certificated (Journeyman ticket) in the trade for which he/she was hired.			
	Step 1	Step 2	Step 3	Step 4
Effective September 1, 2018	34.62	34.62	34.62	34.62
Effective September 1, 2023 (Market Adjustment)	34.96	35.31	35.66	36.01
Effective February 1, 2024 (+2.75%)	35.92	36.28	36.64	37.00
Facilities Maintenance Technician: • Painter • Carpenter • Grounds Keeper • Skilled General Worker	Skilled individual proficient in the skills required in their position but does not have journeyman certification.			
	Step 1	Step 2	Step 3	Step 4
Effective September 1, 2018	28.12	28.12	28.12	28.12

Effective September 1, 2023 (Market Adjustment)	28.42	28.72	29.01	29.31
Effective February 1, 2024 (+2.75%)	29.20	29.50	29.81	30.12
Maintenance Worker	Individual who is unskilled or has limited skills or has no or Maintenance Worker limited experience for the requirements of his/her their position. Generally, works supervised and/or assists others.			
	Step 1	Step 2	Step 3	Step 4
Effective September 1, 2018	19.83	19.83	19.83	19.83
Effective September 1, 2023 (Market Adjustment)	20.31	20.78	21.26	21.73
Effective February 1, 2024 (+2.75%)	20.86	21.35	21.84	22.33
Temporary Maintenance Labourer	Seasonal and untrained labour to assist Regular Maintenance staff.			
	Step 1			
Effective September 1, 2018	18.28			
Effective September 1, 2023 (Market Adjustment)	19.74			
Effective February 1, 2024 (+2.75%)	20.28			
<p>Up to two hundred dollars (\$200.00) per year will be provided to Regular Maintenance Employees (Journeyman, Facilities Maintenance Technician, and Maintenance Worker) upon the receipt of an invoice for the purchase of appropriate safety clothing or safety footwear as approved by the Facilities Manager. (expires August 31, 2020)</p> <p>Effective September 1, 2020, Up to three hundred dollars (\$300.00) per year will be provided to Regular Maintenance Employees, excluding Maintenance Secretary Administrative Assistant, upon the receipt of an invoice for the purchase of appropriate safety clothing or safety footwear as approved by the Facilities Manager.</p>				

22.11 12 SCHEDULE "F G" - OPERATION AND MAINTENANCE ADMINISTRATIVE ASSISTANTS

OPERATION AND MAINTENANCE ADMINISTRATIVE ASSISTANTS – RATE OF PAY					
Effective Date	Year 1	Year 2	Year 3	Year 4	Year 5
Effective September 1, 2016	21.25	22.70	24.14	25.57	27.01
February 1, 2024	21.83	23.32	24.80	26.27	27.75

(+2.75%)					
<ul style="list-style-type: none"> Those Employees with an approved training certificate, which is directly applicable to their job duties, will be paid an additional one dollar (\$1.00) per hour. Pay will be based on years of service. 					

22.12 13 SCHEDULE "G H" - PRE-KINDERGARTEN EARLY LEARNING EDUCATOR

PRE-KINDERGARTEN EARLY LEARNING EDUCATOR – RATE OF PAY					
Effective Date	Year 1	Year 2	Year 3	Year 4	Year 5
September 1, 2019	21.81	22.78	23.75	24.71	25.68
September 1, 2023 (market adjustment)	23.07	24.04	25.01	25.97	26.94
February 1, 2024 (+2.75%)	23.70	24.70	25.70	26.68	27.68
<ul style="list-style-type: none"> Pay will be based on years of service. Pay will be calculated using total number of student days, one three (3) hour additional orientation day, one Division-wide Professional Learning Day, and one additional day at the end of the year, or as otherwise scheduled by the Supervisor of Early Learning, plus applicable General Holidays. The Employer shall pay the fees associated for maintaining current Criminal Record Checks for Early Learning Educators. 					

22.13 14 SCHEDULE "H I" - SPEECH LANGUAGE PATHOLOGIST

SPEECH LANGUAGE PATHOLOGIST – RATE OF PAY							
Effective Date	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
September 1, 2015	50.42	52.32	54.24	56.16	58.02	59.99	61.90
September 1, 2023 (market adjustment)	50.71	52.61	54.53	56.45	58.31	60.28	62.19
February 1, 2024 (+2.75%)	52.10	54.06	56.03	58.00	59.91	61.94	63.90
<ul style="list-style-type: none"> Pay will be based on years of service. Pay will be calculated using total number of teacher days plus applicable General Holidays. 							

22.14 15 SCHEDULE "I J" - SIGN LANGUAGE INTERPRETER

SIGN LANGUAGE INTERPRETER – RATE OF PAY					
Effective Date	Year 1	Year 2	Year 3	Year 4	Year 5
September 1, 2015	19.88	21.07	22.23	23.38	24.56
September 1, 2023 (market adjustment)	20.20	21.39	22.55	23.70	24.88
February 1, 2024 (+2.75%)	20.76	21.98	23.17	24.35	25.56
<ul style="list-style-type: none"> • Pay will be based on years of service. • Pay will be calculated using total number of student days, one additional three (3) hour orientation day, one Division-wide Professional Learning Day, plus applicable General Holidays. 					

22.15 16 SCHEDULE "J K" - FOOD SERVICES WORKER

FOOD SERVICES WORKER – RATE OF PAY	
Effective Date	Hourly Rate
September 1, 2015	22.48
September 1, 2023 (market adjustment)	22.85
February 1, 2024 (+2.75%)	23.48
<ul style="list-style-type: none"> • Pay will be based on years of service. • Pay will be calculated using total number of days that food services are required in their school; or Vauxhall Academy of Baseball dormitory, excluding Sundays, and days that the dormitory is vacant; and one additional three (3) hour orientation day, plus applicable General Holidays. 	

22.16 17 SCHEDULE "K L" - EDUCATIONAL BEHAVIOUR CONSULTANT

EDUCATIONAL BEHAVIOUR CONSULTANT – RATE OF PAY							
Effective Date	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
September 1, 2015	34.17	36.14	38.11	40.07	42.04	44.01	45.97
September 1, 2023 (market adjustment)	34.40	36.37	38.34	40.30	42.27	44.24	46.20
February 1, 2024 (+2.75%)	35.35	37.37	39.39	41.41	43.43	45.46	47.47

- Pay will be based on years of service.
- Pay will be calculated using total number of teacher days plus applicable General Holidays.

22.17 SCHEDULE "L M" - COURIER DRIVER

COURIER DRIVER – RATE OF PAY	
Effective Date	Hourly Rate
September 1, 2018	17.50
September 1, 2023 (market adjustment)	18.00
February 1, 2024 (+2.75%)	18.50
<ul style="list-style-type: none"> • Pay will be calculated using a minimum of total number of teacher days plus applicable General Holidays as per the Collective Agreement. • If the position becomes vacant the Employer agrees to post the vacancy from June 15th to August 15th of each year, if the position is not filled by August 15th the Employer agrees to meet with the Union to discuss alternate methods of filling the vacancy. 	

22.18 19 SCHEDULE "M N": MENNONITE LIAISON CONSULTANT

MENNONITE LIAISON CONSULTANT – RATE OF PAY	
Effective Date	Hourly Rate
February 1, 2018	22.23
September 1, 2023 (market adjustment)	22.61
February 1, 2024 (+2.75%)	23.23
<ul style="list-style-type: none"> • Those Employees with an approved diploma or degree, which is directly applicable to their job duties, will be paid an additional one dollar (\$1.00) per hour. • Pay will be calculated using the total number of student days, one additional three (3) hour orientation day, one Division-wide Professional Learning Day, plus applicable General Holidays. 	

22.20 SCHEDULE "O" – MENNONITE COORDINATOR

MENNONITE COORDINATOR – RATE OF PAY					
Effective Date	Year 1	Year 2	Year 3	Year 4	Year 5
January 1, 2022	26.37	28.22	30.07	32.36	33.69

September 1, 2023 (market adjustment)	26.44	28.29	30.14	32.43	33.76
February 1, 2024 (+2.75%)	27.17	29.07	30.97	33.32	34.69
<ul style="list-style-type: none"> • Employees will have a diploma or degree, which is applicable to their job duties, as determined solely by the Employer. • Pay will be calculated using 197 teacher days, 5 additional seven (7) hour days over the summer break, plus applicable General Holidays. 					

22.19-21 SCHEDULE "N-P": CLASSROOM SUPERVISOR

CLASSROOM SUPERVISOR – RATE OF PAY			
Type	Effective September 1, 2018	Effective September 1, 2023 (Market Adjustment)	Effective February 1, 2024 (+2.75%)
<u>Type A</u> Individuals must hold a minimum of two (2) years of post-secondary experience from a recognized College and/or University OR Five (5) years' experience working in a school/classroom setting with a minimum of fifty (50) days worked per year. Experience must be held within the last ten (10) years.	26	26.28	27.00
<u>Type B</u> Individuals must have a High School diploma (GED does not qualify)	24	24.33	25.00
<ul style="list-style-type: none"> • Pay will be calculated hourly for this casual position Utilization of this casual position shall be identified in Policy GCE. 			

22.23 When a regular employee acquires an additional temporary position, the temporary position will be paid over 12 months.

ARTICLE 23: USE OF AN EMPLOYEES VEHICLE

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

LETTER OF UNDERSTANDING #1: APPRENTICESHIP EMPLOYEES

BETWEEN

The Horizon School Division

-and-

Canadian Union of Public Employees, Local 3203

RE: APPRENTICESHIP EMPLOYEES

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

DEFINITION

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

APPLICATION

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

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

PAYMENT OF WAGES

Apprenticed Employees shall be paid within five (5) business days of the end of the pay period.

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

This Letter of Understanding shall be in effect until August 31, ~~2020~~ 2024.

LETTER OF UNDERSTANDING #2: HIGH SCHOOL STUDENT EMPLOYMENT – OFF CAMPUS EDUCATION PROGRAMS

BETWEEN

The Horizon School Division

-and-

Canadian Union of Public Employees, Local 3203

RE: HIGH SCHOOL STUDENT EMPLOYMENT – OFF CAMPUS EDUCATION PROGRAMS

This will confirm that The Horizon School Division and the Canadian Union of Public Employees, Local 3203 jointly agree in providing students with opportunity to start learning and practicing possible future trade opportunities. It is therefore agreed that the High School students working in The Horizon School Division on an irregular part-time or casual basis, under Off Campus Education programs such as the Registered Apprenticeship Program (RAP) or other work experience course or courses, shall not fall within the scope of the Collective Agreement between the Parties. When said students may be hired on a temporary basis, such as during the summer months, which is outside of any Off-Campus Education program, they shall fall within the scope of the Collective Agreement.

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

This Letter of Understanding shall be in effect until August 31, ~~2020~~ 2024.