

# COLLECTIVE AGREEMENT

between

THE PARKLAND SCHOOL  
DIVISION  
(the “Employer”)



**PARKLAND**  
SCHOOL DIVISION

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES  
Local 5543  
(the “Union”)

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

EFFECTIVE September 1, 2024, to August 31, 2028

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## **ARTICLE 1                    TERM OF COLLECTIVE AGREEMENT**

- 1.01                    Unless otherwise specifically provided for in this Collective Agreement, this Collective Agreement shall be in full force and effect from September 1, 2024, to August 31, 2028.
- 1.02                    Either party may give to the other party, not less than sixty (60) calendar days nor more than one hundred and twenty (120) calendar days prior to the expiration date, notice in writing of its desire to commence collective bargaining to amend this Collective Agreement.
- 1.03                    Where notice to commence collective bargaining has been served under Article 1.02 and no renewal Collective Agreement is concluded at the time of the expiry of the Collective Agreement, this Collective Agreement shall continue in full force and effect until a new Collective Agreement has been executed, or until notice of strike or lockout has become effective.
- 1.04                    Negotiated increases or changes will apply to Employees employed at or subsequent to the date of execution of this Collective Agreement.

## **ARTICLE 2                    SCOPE**

- 2.01                    The Employer recognizes the Union as the sole bargaining agent for “all office, clerical, education assistants, therapists and technicians who are Employees of “The Parkland School Division” as defined by the Labour Relations Board certificate number as described in the Alberta Labour Relations Board Certificate No. C2224-2024 and any future amendments.
- 2.02                    Notwithstanding Article 2.01, this Collective Agreement shall not apply to incumbents of managerial positions established by the Employer and incumbent(s) of the following positions:
- Executive Secretary
  - Human Resources Administrator
  - Computer Systems Administrator
  - Accountant
  - Payroll Administrators
- 2.03                    Notwithstanding Article 2.01, this Collective Agreement shall not apply to:
- a) Volunteers, or
  - b) Casual Employees, or
  - c) Persons employed under wage subsidy employment programs designed for employment training.

- 2.04 Person(s) described in Article 2.03 (a), (b), or (c) will not perform the work of or prevent the hiring of Permanent Employees hired to fill Permanent Positions or Temporary Employees hired to fill Temporary Positions covered under this Collective Agreement.
- 2.05 The provisions of this Collective Agreement apply to Permanent Employees except that during the probationary period the following shall not apply:
- a) Article 9 - Seniority
  - b) Article 10 - Layoff and Recall
  - c) Article 11 - Discipline and Dismissal
  - d) Article 12 - Grievance Procedures (in the case of termination of employment)
  - e) Article 13 - Arbitration (in the case of termination of employment)
  - f) Article 22.02 - Leaves of Absence
- 2.06 The provisions of the Collective Agreement apply to Temporary Employees, except the following:
- a) Article 8 - Probationary Period
  - b) Article 9 - Seniority
  - c) Article 10 - Layoff and Recall
  - d) Article 21 - Sick Leave\*
  - e) Article 22 - Leave of Absence
  - f) Article 23 - Health Plan Benefits
  - g) Article 24 - Local Authorities Pension Plan
- 2.07 Effective September 1, 2026, the provisions of Article 21 will be made available to an eligible temporary employee who works beyond three (3) consecutive months. When a temporary employee commences a contract that is more than three (3) months in duration, the provisions of Article 21 will take effect following the completion of the third consecutive month.

*\*Effective September 1, 2026, Clause 2.06(d) will be removed from the collective agreement:-*

### ARTICLE 3 DEFINITIONS

- 3.01 **Permanent Employee:** a School Year or Calendar Year Employee hired on a permanent, ongoing basis and who is required to successfully complete a probationary period.
- a) **Full time Permanent Employee** is an Employee who is regularly scheduled to work the full hours as outlined in Article 6.01 and 6.02.



- b) **Part time Permanent Employee** is an Employee who is regularly scheduled to work less than the full hours as outlined in Articles 6.01 and 6.02.
- c) A **School Year Employee** is an Employee who is assigned a position in which the work year is less than twelve (12) months.
- d) A **Calendar Year Employee** is an Employee who is assigned a position in which the work year is twelve (12) months in any given year.

3.02                   **Temporary Employee:** an Employee who is hired to fill a Temporary Position for a defined period of time.

3.03                   **Casual Employee:** An Employee other than a Permanent or Temporary Employee who has been hired to work on a consensual ad hoc basis for available work.

3.04                   **Permanent Position:** In accordance with the job description, a set of tasks, duties and responsibilities which has been designated by the Employer on an ongoing basis.

3.05                   **Temporary Position:** In accordance with the job description, a set of tasks, duties and responsibilities which has been established by the Employer in which the incumbent is required for a predetermined period of time or for a predetermined task or purpose.

## **ARTICLE 4                   MANAGEMENT RIGHTS**

4.01                   The Union recognizes the Employer's retention of those residual rights of management that are not specifically limited by the express terms of this agreement.

## **ARTICLE 5                   UNION RECOGNITION**

### Union Dues Deduction and Remittance

5.01                   a) **Dues Report:** The Employer shall deduct from the gross pay of each Employee covered by this Collective Agreement, an amount equivalent to monthly membership dues as advised by the Union. Such deductions shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees (CUPE) not later than the fifteenth (15<sup>th</sup>) day of the month following and shall be accompanied by a list of the names and work locations of the Employees from whom deductions have been made and the amount of each deduction.

- b) **Employee Contact and Seniority List:** The Employer will maintain and provide a contact and seniority list by May 1<sup>st</sup> and October 1<sup>st</sup> of each year. The list will include Employee names, date employment commenced with the Employer, work location(s), classification and FTE status, address and phone number. Where the Union requires seniority information for specific members affected by layoff or recall, the Union may request, and the Employer shall provide such information.

## 5.02

### Time off for Union Business

The Employer shall not withhold approval for leave of absence pursuant to clauses 5.02 (a) or (b) as appropriate to the purposes of the meeting, for Employees elected or appointed to represent the Union on Union business provided that the Employer is given at least three (3) business days advance notice in writing and the Employer decides the position requirement can be fulfilled.

- a) Time off, without loss of pay or benefits, will be provided for:
- i) Labour Management Meetings;
  - ii) Health and Safety meetings; or
  - iii) any other employer-initiated, required meeting.
- b) Time off, without loss of pay or benefits, will be provided for:
- i) Negotiations, subject to clause 5.07; or
  - ii) Grievances and arbitration meetings.
- c) Time off, without pay or benefits, will be provided for:
- i) Conventions, conferences;
  - ii) Union committees;
  - iii) Union workshops, training, seminars;
  - iv) Local and executive meetings;
  - v) or any other activities necessary for the operation of the Union in compliance with the collective agreement.
- d) To facilitate the administration of clause 5.02 (b), the Employer will grant the leave of absence without loss of pay or benefits but invoice the Union for one-half (1/2) Employee's salary, benefits, and Employer pension contributions, which the Union shall promptly pay.
- e) To facilitate the administration of clause 5.02 (c), the Employer will grant the leave of absence without loss of pay or benefits, but invoice the Union for the Employee's salary, benefits, and Employer pension contributions, which the Union shall promptly pay.

## 5.03

The Union shall have the right to use the Employer's electronic communication systems to communicate Union Business. Such use shall abide by the Employer's Acceptable Use of Technology Agreement.

- 5.04 The Union shall have the right to use the Employer's courier service for Union business within the established itinerary of the courier.
- 5.05 Access to Worksite
- (a) **Union Activities**  
Union activities may take place within the Employer's premises with the approval of the Superintendent or designate without cost to the Union. At no time shall union activity interfere with programs or services of the Employer.
- (b) **Work Site Access**  
A Representative designated by the Union may be given access to work sites to meet with employees covered by this Agreement during their meal and other scheduled breaks, whether paid or unpaid.
- (c) **Orientation Sessions**  
Where the Employer conducts centralized staff orientation session with groups of new employees, the Union will be provided thirty (30) minutes during such session to make a presentation, *via an online platform*, about membership in the Union. *At the employer's discretion, such sessions may occur during a scheduled professional development day.* The Employer will leave the room during the Union presentation. The Union will provide the Employer with copies of materials used in such session and will not disparage the Employer during the presentation.
- 5.06 **Bulletin Board**  
Employer shall provide bulletin board space for union use, which shall be placed so that all employees shall have access to it and is for the sole purpose of posting information relating to union activities.
- 5.07 **Bargaining Committee**  
A Bargaining Committee will be appointed or elected by the Union and will consist of 5 members of the Union, or an equal number to that of the Employer representatives, whichever is decided by the Union, and a spokesperson appointed by the Union.
- 5.08 **Names of Union and Employer Representatives**  
The Union and the Employer will supply each other with the names of its officers/representatives authorized to operate on its behalf.
- 5.09 **Copies of the Collective Agreement**  
The Collective Agreement will be made readily available to all employees in digital format and will be posted on the Employer's website.



- 5.10 On commencing employment in a position within the Bargaining Unit, the Employee's immediate Supervisor or another representative of the Employer may introduce the new Employee to their Union Representative, as designated by the Union.

## **ARTICLE 6 HOURS/DAYS OF WORK**

- 6.01 A full-time School Year Employee will work a minimum of thirty-five (35) hours per week for not less than ten (10) months. Normally, the work week is comprised of seven (7) paid hours per day, Monday to Friday.
- 6.02 A full-time Calendar Year Employee will work thirty-seven and one-half (37.5) hours per week for not less than twelve (12) months. Normally, the work week is comprised of seven and a half (7.5) paid hours per day, Monday to Friday.
- 6.03 In each working day, shifts equal to or exceeding six (6) hours shall include two (2) fifteen (15) minute paid breaks and exclude up to a one (1) hour unpaid meal period. Where the Employer and Employee mutually agree, the meal period may be thirty (30) minutes.
- 6.04 In each working day, equal to or exceeding five (5) but less than six (6) hours, shall include a thirty (30) minute unpaid rest (break). Where mutually agreed, the 30 minutes can be divided up into 2 unpaid periods of at least 15 minutes.
- 6.05 Notwithstanding Articles 6.01, 6.02, 6.03, and 6.04 alternate hours of work may be agreed to between the Employer and Employees.
- 6.06 The Employer will establish the work days for each school term and provide the Union with an opportunity to comment prior to implementation. Employees affected by the established work days will be informed prior to the commencement of the school term.
- 6.07 Fall break, Spring break and Christmas break will normally be non-working days for School Year Employees.
- 6.08 "Work days" for Education Assistants will be the work days as set for the appropriate school year. If a student with whom an E.A. is working is absent, the E.A. is still required to work. In the event the student leaves the school, the E.A.'s hours may be decreased within reason and subject to Article 10 Layoff and Recall.



- 6.09 Employees who have regularly scheduled hours of work up to and including 7 hours per day for School Calendar Employees and up to and including 7.5 hours per day for Calendar Year Employees may bank additional hours worked provided that prior approval is given by the Employer. Banked time may be taken off at a mutually acceptable time agreed to between the Employee and their immediate supervisor, based on one (1) hour off for one (1) hour banked time. If mutual agreement is not reached, the immediate supervisor shall record such additional hours on the Employee's timesheet for payment in the current pay period.

## **ARTICLE 7 OVERTIME**

- 7.01 Overtime is all time approved in advance by the Employer and worked by an Employee in excess of eight (8) hours per day and forty (40) hours in a week for School Year Employees and for Calendar Year Employees.
- 7.02 Overtime may be banked and time taken off at a mutually acceptable time based on one (1) hour off for one (1) hour of overtime worked. If mutual agreement is not reached between the employee and supervisor, overtime hours shall be paid pursuant to Article 7.03.
- 7.03 Overtime will be paid at a rate of time and one-half (1.5) of the normal rate.

## **ARTICLE 8 PROBATIONARY PERIOD**

- 8.01 The probationary period for all new Permanent Employees shall be:
- (i) 4 months for Full Time Employees; and
  - (ii) 6 months for Part Time Employees from the date employment commenced.
- An Employee who is absent for a period of paid or unpaid leave exceeding twenty (20) consecutive work days during the probationary period may, at the discretion of the Employer, have the probation period extended by an equivalent period to the length of that leave.
- 8.02 The probationary period may be extended with mutual agreement between the Union and the Employer.
- 8.03 The Employer shall provide a performance appraisal of each probationary Employee at least once during the Employee's probationary period. If there are deficiencies in performance, the employee shall be given the opportunity to make improvements and corrections and the Union will be notified.

8.04 An Employee may be terminated at any time, during the probationary period, without notice. The reason must be provided to the Employee and the Union in writing.

8.05 If an Employee's probationary period is not completed within a school year, it will continue into the next school year as if there was no break in service.

## **ARTICLE 9 SENIORITY**

9.01 Seniority is defined from the date of hiring with the Employer under the scope of the Agreement.

9.02 Upon successful completion of the probationary period, seniority shall be effective from the date of commencement of the probationary period.

9.03 Seniority shall be in effect during:

- a) periods the Employee is at work;
- b) periods of authorized leaves of absence;
- c) periods of absence due to illness, disability or injury;
- d) scheduled days off;
- e) vacation and named holidays;
- f) maternity/parental leave;
- g) layoff.

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

- a) any period of absence, including illness, disability or injury in excess of at least twenty-four (24) months. Should the Employee return to work during this time period and go off again due to the same illness, disability or injury, the period of absence shall be considered to be unbroken. After twenty-four (24) months of such continuous absence, the Employee may be discharged for non-culpable reasons.
- b) failing to return to work at the end of an authorized leave, vacation, suspension or other approved absence from work, unless the Employee has a justifiable reason acceptable to the Employer for failing to return to work when the authorized leave, vacation, suspension or other approved absence ended.
- c) absent from work and have not obtained the approval of an individual designated to authorize absences at the employee's place of work for three (3) consecutive work days of such unauthorized absence. Such employee shall be considered to have abandoned their position and will be deemed to have resigned, unless it is subsequently shown by

the employee that special, unexpected circumstances prevented the employee from reporting to the employee's place of work.

- d) uses a leave of absence for purposes other than those for which the leave of absence was granted.
- e) layoff in excess of twelve (12) months.
- f) recalled working after a layoff and fails to advise the Employer within five (5) business days (of being notified of the recall) that the Employee intends to return to work or fails within that period of time to provide the Employer with an acceptable reason for not returning to work, unless the Employee has a justifiable reason acceptable to the Employer for failing to return to work.
- g) fails to return to work within a period of five (5) business days of being so notified to do so by the Employer, unless the Employee has a justifiable reason acceptable to the Employer for failing to return to work.
- h) Employee resignation or retirement.
- i) termination and non-reinstatement through the grievance procedure.

## **ARTICLE 10**

### **LAYOFF AND RECALL**

#### **10.01**

##### **Definition of Layoff**

A layoff can be temporary or permanent and will be defined as a:

- a) lack of work,
- b) reduction in the workforce; or
- c) reduction in the regular hours of work as defined in this Agreement.

#### **10.02**

Layoffs will be school, or department based and be classification specific.

#### **10.03**

##### **Notice**

When, in the opinion of the Employer, it becomes necessary to reduce the number of Permanent Employees; or reduce a Permanent Employee's regularly scheduled hours of work, the Employee shall be provided with a notice of layoff. In the event of layoff, the Employee shall receive:

- a) Notice in writing a minimum of ten (10) working days prior to the date that the layoff becomes effective; or
- b) Pay equivalent to ten (10) working days; or



- c) A combination of written notice and pay equivalent to ten (10) working days.
- d) Copy of notice of layoff will be sent to the Union.

10.04

**Application**

Article 10 applies to Permanent Employees as defined in Article 3.01.

- a) Whose position is eliminated or;
- b) Whose regular hours of work are reduced by more than three point seven five (3.75) hours per week or;
- c) Whose regular hours of work are reduced to less than fifteen (15) hours per week.

10.05

**Order of Lay Off**

Employees shall be laid off by classification in reverse order to their seniority as defined in Article 9 provided those remaining have the required knowledge, qualifications, abilities and skills to perform available work. Temporary employees in the same work area who do the same or similar work as the employee(s) subject to layoff will be terminated before a Permanent Employee is laid off.

10.06

**Displacement**

An Employee who is laid off or displaced in accordance with this Article shall be eligible to choose one of the following options:

- a) Displace the least senior Permanent full time Employee in the same classification; or the least senior Permanent part time Employee in the same classification who is in a position of no less than fifteen (15) hours per week, provided the Employee has the required knowledge, qualifications, abilities and skills to perform available work.
- b) Take a vacant position of not less than fifteen (15) hours per week, provided the Employee has the required knowledge, qualifications, abilities and skills to perform available work.
- c) Accept layoff with the right of recall to a position of not less than fifteen (15) hours per week, provided the Employee has the required knowledge, qualifications, abilities and skills to perform available work.



- 10.07                   a) The Employer shall schedule a consultation meeting between the affected Employee, Union, and the Employer at which time the Employer shall advise the Employee of the Employee's options referred to in Article 10.06 (a), (b) and (c).
- b) Following the consultation meeting, the Employee shall notify the Employer, in writing, of the option selected.
- 10.08                   Recall  
The most senior Employee in a classification shall be recalled first, provided such Employee has the required knowledge, qualifications, abilities and skills to perform the work.
- 10.09                   The method of recall shall be by telephone and email, and if contact with the Employee on layoff is not accomplished, the Employer will notify the Union.
- 10.10                   Recall rights shall be maintained for a period of twelve (12) months from the effective date of the layoff, or until the Employee accepts the recall to a vacant position of not less than fifteen (15) hours per week, whichever comes first.
- 10.11                   An Employee who refuses the recall to a position referred to in Article 10.06 (c), shall forfeit recall rights, but will retain seniority for a period of twelve (12) months, after which time the Employee's employment will be terminated pursuant to Article 9.04 (e).
- 10.12                   The position the Employee is placed into pursuant to Article 10.06 (a), (b) or (c) may not be reduced in hours during the current school year or calendar year according to the classification of the Employee, without the written approval of the Superintendent or designate.
- 10.13                   New Employees shall not be hired in a classification while there are Employees on layoff from that classification or whose hours have been previously reduced and have not been restored, who have the required knowledge, qualifications, abilities and skills to perform available work.

## **ARTICLE 11                   DISCIPLINE AND DISMISSAL**

- 11.01                   The Employer and the Union agree to adhere to the principle of progressive discipline.
- 11.02                   An Employee may be disciplined or dismissed for just cause.

- 11.03 Any disciplinary action, which is intended to form part of the Employee's personnel file, shall be communicated in writing to the Employee with a copy to the Union within ten (10) days of the date the Employer completed its investigation into an incident of misconduct.
- 11.04 When the Employer is meeting with the Employee for the purpose of discipline, to suspend, demote or dismiss an Employee, or, for an investigation which may lead to discipline or termination of employment, there shall be a meeting between the Union, Employee and the Employer, unless the Employee fails or refuses to attend such a meeting. The Employee shall be notified of the time, place and purpose of such meeting at least twenty-four (24) hours in advance of the meeting. The Employer will advise the Employee of their right to be accompanied by an available Union representative.
- The Employer shall, at the meeting or within ten (10) business days following the meeting, provide to the Employee and the Union written reasons for the discipline, suspension, demotion or dismissal of the Employee. The Employer may immediately suspend an Employee without loss of pay or benefits, pending investigation of an incident of misconduct. Without impeding the process, a Union Representative may consult with a CUPE National Representative and may have them present at any discussion which might be the basis of disciplinary action.
- 11.05 The record of disciplinary action against an Employee may be removed from the Employee's personnel file upon written request to the Superintendent or designate and provided there has been no further disciplinary action for a period of at least twenty-four (24) months.

## **ARTICLE 12                    GRIEVANCE PROCEDURES**

- 12.01 Any alleged grievance arising from the contravention, interpretation, meaning, operation or application of this Agreement shall be subject to grievance procedures and an earnest effort shall be made to settle the difference.
- 12.02 Either the Employee, Union or the Employer may institute a grievance under the terms of this Agreement.
- 12.03 a) The Employee, within fifteen (15) business days of the act giving rise to the alleged grievance, shall first seek to settle the dispute with the Employee's immediate supervisor. The supervisor shall render a decision within five (5) business days.

- b) Failing satisfactory settlement, the Employee may contact the Union, who within ten (10) business days after having received the decision, will submit to the Superintendent a written statement of the particulars of the complaint, the article or articles contravened and of the redress sought. The Superintendent shall render a decision in writing within ten (10) business days of receipt of such notice.
- 12.04
- a) The Union may institute a grievance within twenty (20) business days of the act giving rise to the grievance coming to the attention of the Union and shall forward particulars in writing to the Superintendent. The Superintendent shall render a decision in writing within twenty (20) business days.
- b) The Employer may institute a grievance within twenty (20) business days of the act giving rise to the grievance coming to the attention of the Superintendent and shall forward particulars in writing to the Union. The Union shall render a decision in writing within twenty (20) business days.
- 12.05
- The hearing of grievances at any stage of the grievance procedure shall be held during the normal working day of the Employee with no loss of the Employee's regular pay for the participating Employee.
- 12.06
- Time limits referred to in this article may be extended by mutual agreement in writing between the parties.
- 12.07
- Should the grievance fail to comply with any time limit in the grievance procedure, the grievance will be considered conceded and shall be abandoned unless the parties have mutually agreed, in writing, to extend the time limits.
- 12.08
- For the purpose of the grievance and arbitration articles, "business days" shall mean days during which the Division Office is open.

## **ARTICLE 13            ARBITRATION**

- 13.01
- If the grievance is unresolved as outlined in Article 12.03 (b), 12.04 (a), or 12.04 (b), either party to this collective agreement may notify the other party in writing within ten (10) business days of its decision under Article 12.03 (b) or 12.04 (a) or b) of the desire to submit the grievance to arbitration. The notification by the parties will contain a statement outlining the basis of the grievance and the party's appointee to the Arbitration Board.

Notwithstanding the above, both parties by mutual agreement refer the grievance to a single arbitrator.



- 13.02 Within ten (10) business days after a receipt of notification provided for in 13.01 the party receiving such notice shall inform the other party of the name of its appointee to an Arbitration Board.
- 13.03 Where appointees to an Arbitration Board have been named by the parties, the appointees shall, within ten (10) business days endeavour to select a mutually acceptable Chairperson (3<sup>rd</sup> member) to the Arbitration Board. If the party's appointees are unable to agree upon the choice of a Chairperson, they shall immediately request the Director of Mediation Services to appoint a Chairperson.
- 13.04 After a Chairperson has been selected or appointed, the Arbitration Board shall determine its own procedure but shall give full opportunity to all parties to present evidence and be heard. The Arbitration Board shall render its decision in writing to the parties as soon as possible after the completion of the hearing.
- 13.05 A decision of a majority of a Board of Arbitration or if there is no majority the decision of the Chairperson shall be the decision of the Board of Arbitration. This decision shall be final and binding upon the parties and upon any Employee affected by it.
- 13.06 Any arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement.
- 13.07 Time limits referred to in this article may be extended by mutual agreement in writing between the parties.
- 13.08 The parties will each bear the fees and expenses of the Nominee appointed by it, as well as all costs related to the presentation of its own case, and the parties will share equally the fees and expenses of the Chairperson of the Arbitration Board or the Single Arbitrator.

## **ARTICLE 14            LABOUR MANAGEMENT MEETINGS**

- 14.01 The parties agree to hold Labour Management Meetings with two (2) representatives of the Union and two (2) representatives of the Employer. With mutual agreement, additional Union representatives may attend the meetings. The Parties shall hold meetings on a quarterly basis or as mutually agreed to discuss items of mutual concern, including Employee concerns regarding their health and safety.
- 14.02 Union representatives shall be paid by the Employer in accordance with clause 5.02(a)(i) for the time spent during the meeting if during normal working hours.



## ARTICLE 15

## JOB OPPORTUNITIES

- 15.01 In filling a vacant regular position or temporary position, the Employer will post such notice of position on the Employer's web site for a minimum of seven (7) calendar days. Applications for a posted position shall be in writing. Notice of the vacancy shall contain the following information:
- a) Position Description
  - b) Job Requirements
  - c) Position Locations, including school(s) and grade level(s), when known
  - d) Pay Group
  - e) Status: Permanent or Temporary
  - f) Anticipated length of term if Temporary
  - g) Anticipated start date of the position
  - h) Opening and closing date of posting, if applicable
  - i) Statement "This position is covered by the Canadian Union of Public Employees (CUPE) Local 5543 Collective Agreement".
- 15.02 Vacancies shall be filled from within the bargaining unit as defined in Article 2, Scope of this Collective Agreement, provided internal candidates meet the required qualifications, skills, training and performance. Performance shall be based on documented, objective feedback that has been previously provided. Where an internal candidate is not selected, the Employer shall provide written reasons for the decision, upon the Employee's request.
- 15.03 When promotions and transfers are being considered, and where the Employer has determined that all other factors, including qualifications, skills, training and performance, are relatively equal, then seniority shall be the deciding factor.
- 15.04 Salary Increment Date - An Employee's anniversary date for annual increment purposes only shall be changed to date of promotion. Anniversary date for seniority will not be affected.
- 15.05
- a) When an Employee requests a transfer or successfully applies for a position in a lower pay group, the Employee shall be placed in that lower group at a rate of pay closest to their former rate of pay but not exceeding the maximum rate of the new pay group.
  - b) When an Employee is transferred or successfully applies for a position in a higher pay group, the Employee shall be placed in that higher pay group at a rate of pay closest to but not lower than their former rate of pay upon assuming the position.
- 15.06 An Employee who is transferred or is the successful candidate to an equivalent or higher paid position shall be on a trial period of three (3)

months. The trial period may be extended by mutual agreement between the Employer and the Union. However, if the Employee proves unsatisfactory or does not wish to remain in the position during the trial period, the Employer shall place the Employee in the Employee's former position, if available or transfer to a comparable position as soon as possible.

15.07 When a Permanent Employee transfers or successfully applies for a Temporary Position, the Employee will continue to maintain Permanent status. At the conclusion of the Temporary Position, the Employee will be returned to the same or a similar position (and at the same location, if possible) as they were previously in.

15.08 The Employer will provide a list of all CUPE Union Employees who have been newly hired, transferred or the successful applicant for a posted position and such list shall be forwarded to the Union on the 15<sup>th</sup> of the month during the school year.

## **ARTICLE 16      ACTING INCUMBENCY**

16.01 When, as the result of the absence of an incumbent, an Employee is appointed for ten (10) consecutive work days or longer to temporarily accept the responsibility and to carry out the principle duties of a position that has a higher pay group than that normally held, the Employee shall be eligible for acting incumbency pay. The Employee's acting rate shall be the lowest step in the new (higher) pay group that exceeds the rate the Employee otherwise would have been at. The acting rate shall be retroactive to the sixth (6th) day of the temporary appointment.

16.02 An acting incumbent may also be required to perform some of the duties of the Employee's regular position.

16.03 Acting incumbency provisions shall not apply where an Employee is designated reasonable additional duties to be carried out for an Employee on annual vacation.

16.04 All temporary assignments of this nature must be authorized in writing by the Employer.

## **ARTICLE 17      WAGES**

17.01 Wage schedules are contained in Appendix A.

17.02 An Employee who has not reached the maximum step for the classification designated by the Employer, will be eligible to receive an increment upon completion of each full year of service.

17.03 All Permanent Employees shall be paid twice each working month, on the fifteenth (15<sup>th</sup>) and last day of the month except where the fifteenth (15<sup>th</sup>) or last day of the month falls on a non-business day, in which case the pay day shall be the last applicable business day.

The salary paid shall be equal instalments of the Employee's annual salary.

17.04 Where an Employee is required by the Employer to perform functions in two or more separate classifications under this Collective Agreement, the Employee shall be paid for the Employee's total work for the Employer at the rate of pay applicable to the higher classification. If an Employee elects to work additional hours in a separate classification, the Employee shall be paid at the rate of pay applicable to that classification.

17.05 Recovery of Overpayments

Where an Employee has been overpaid, the Employer will recover the overpayment using the following procedure:

The Employer will meet with the Employee and a Union Representative to confirm in writing:

- i) The calculation of the amount of overpayment;
- ii) How the overpayment will be recovered from the Employee's pay;
- iii) If the overpayment is recovered by installments deducted from the Employee's pay, the deductions will not reduce the Employee's normal weekly earnings below eighty-five (85%), unless the Employee expressly wishes to repay the overpayment at a higher rate of deduction;
- iv) Any outstanding payments will be deducted from the final payment if an Employee leaves the organization.

17.06 In the event of a payroll error leading to an underpayment, the Employer's finance operational procedures will be followed.

## **ARTICLE 18 GENERAL**

18.01 An Employee shall have the right to review the Employee's personnel file and shall be given a copy of any or all its contents upon request.

An Employee, or a Union Representative, with the written authority of an employee, will have the right to have access to a copy of and review their personnel file, with five (5) working days' notice.

An Employee will have the right to respond in writing to any document contained in their personnel file. Written replies will become part of the employee's personnel record, and will be removed in accordance with Clause 11.05, if applicable, or at the request of the employee.



- 18.02 An Employee shall provide the Employer with material relevant to the Employee's employment or education, which shall be added to the Employee's personnel file.
- 18.03 The Employer shall post all job descriptions on the Employer's intranet and job descriptions shall be updated as required. Job descriptions should accurately reflect the work performed by Employees.
- 18.04 Employees wishing to resign in good standing shall provide at least ten (10) working days written notice by letter or email to the Employer.
- 18.05
- a) When an Employee takes an Employer approved course, seminar or workshop that is relevant to the Employee's work, the Employee shall be reimbursed for tuition and required textbooks upon satisfactory completion and upon submission of receipts.
  - b) When an Employee is required by the Employer to take a course, seminar or workshop outside of the Employee's regular hours of work, the Employee shall be paid for attendance (including overtime where applicable) or given time off in lieu and travel to and from the course, seminar or workshop. The Employer shall also pay for tuition, required books, mileage and related materials for the course, seminar or workshop.
- 18.06 Where the Employer requests and the Employee agrees to use the Employee's vehicle on Employer business, such use shall be reimbursed at the prevailing Employer rate. Travel to and from work shall not be paid.
- 18.07 No Harassment or Discrimination  
There shall be no discrimination exercised by either party to this Collective Agreement in respect of any Employee by reason of age, race, colour, ancestry, place of origin, religious belief, gender, gender identity, gender expression, marital status, sexual orientation, family status, source of income, physical disability, mental disability, in accordance with the *Alberta Human Rights Act*, nor by reason of membership or non-membership or activity in the Union.
- 18.08 Communications and Correspondence  
All correspondence between the Parties arising out of this Agreement will pass between the designated position of the Employer and the Local President of the Union.
- 18.09 All positions shall be classified in accordance with the classification outlined in Appendix B of this Agreement.
- 18.10 When the Employer creates a new classification within the scope of this Collective Agreement, the Employer shall provide the CUPE Local 5543



President with a copy of the proposed job description, rating and pay group, and;

- a) The Union will be given the opportunity to provide input within five (5) business days following the date of notification of the proposal, and;
- b) If necessary, the Employer and the Union shall consult within ten (10) business days following the date of notification of the proposal regarding the appropriate rating and pay group.

18.11 The provisions of this Collective Agreement shall not be interpreted in such a manner as to permit the duplication or pyramiding of any benefits or premiums provided under the terms of this Collective Agreement.

## **ARTICLE 19 NAMED HOLIDAYS**

19.01 The Employer recognizes the following as paid holidays:

- a) New Years Day
- b) Family Day
- c) Good Friday
- d) Easter Monday
- e) Victoria Day
- f) Canada Day
- g) Civic Holiday
- h) Labour Day
- i) National Day of Truth and Reconciliation
- j) Thanksgiving Day
- k) Remembrance Day
- l) Christmas Day
- m) Boxing Day

19.02 And any other public holiday proclaimed by the Provincial Government. To be eligible for payment for any of the above-mentioned holidays an Employee must have worked the last scheduled work day immediately prior to and the next scheduled work day immediately following the named holiday or be on an authorized leave.

19.03 An Employee who works on a named holiday shall be paid for all hours worked on that day at one and one-half (1 1/2) times the Employee's basic rate of pay plus, subject to Article 19.02, the Employee's regular entitlement for that day.

## ARTICLE 20 EARNED VACATION

20.01 School Year Employees shall receive, in lieu of an annual vacation, a payment according to the following schedule:

Length of Service *	Entitlement
<1 year	4%
1-6 years	6%
7-14 years	8%
15+ years	10%

\*Based on completed, consecutive school terms as defined by Article 6.06.

Employees shall increment to the next level of vacation pay on their anniversary date.

20.02 A Calendar Year Employee's anniversary date for the purpose of annual vacation will be based on the date of hiring. Annual Vacation with pay shall be earned as follows:

Length of Service **	Annual entitlement (based on 1.0 FTE)
<1 year	4%
1-6 years	15 work days
7-14 years	20 work days
15+ years	25 work days

\*\*Based on completed, full calendar years.

20.03 In the event of termination or layoff, any vacation entitlements accrued to the Employee shall be paid out.

20.04 Vacations for Calendar Year Employees shall be scheduled by the Employer taking into account Employees' requests. Where more than one Employee requests one available vacation period, seniority shall be the determining factor when all other factors are equal in the opinion of the Employer.

20.05 Calendar Year Employees may request, in writing, to carry forward earned vacation entitlement from one year to the next, provided the carried over vacation does not exceed the Employee's annual entitlement and is used in the carry over year. All requests must be approved by the Employees supervisor. No carry over vacation time shall accrue beyond one year.

20.06 Vacation pay for Therapists is included in their annual salary as set out in Appendix "A" of this Agreement.

20.07 School Year Employees shall receive payment in lieu of earned vacation on each payroll cheque and/or upon layoff or termination.

20.08 When an Employee and the Employer cannot agree when the Employee's vacation will be taken, the Employer may set the time the vacation will be taken by giving the Employee thirty (30) days notice of when the vacation is to be taken.

## **ARTICLE 21 SICK LEAVE**

21.01 The Employer shall grant to each full-time Employee two (2) work days of sick leave credits per month, pro-rated for part-time Employees based on their current F.T.E., which may be accumulated to a maximum of one hundred and twenty (120) work days.

21.02 An Employee granted sick leave shall be paid for the period of such leave at the Employee's basic rate of pay and the number of days thus paid shall be deducted from the Employee's accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced. Where an Employee qualifies for long-term disability benefits, the Employee shall not be entitled to use further sick leave credits. The Employee's remaining accumulated total of credits shall be maintained until the Employee returns from disability.

21.03 The Employer may require the Employee to produce a medical certificate substantiating any illness for which sick leave is claimed. The request must be made on or before the date of return to work. If a cost is incurred for the requested note, the Employer will reimburse the Employee up to a maximum of thirty dollars (\$30.00) through the expense claim procedure.

- 21.04
- a) An Employee intending to return to work after an absence of more than twenty (20) business days shall provide to the Employer a medical certificate from a qualified medical practitioner attesting to the fitness of the individual to fully perform the functions of the job to which the individual intends to return. The certificate must be submitted to the Employer at least three (3) business days prior to the intended date of return.
  - b) Where the Employer requires that an Employee undergo a medical examination by a physician named or approved by the Employer, the Employer shall take responsibility for arranging appointments, communicating those arrangements to the Employee and assuming the costs of the physician's services for such an examination.

21.05 An Employee shall be entitled to use sick leave credits for the purpose of travelling to and attending medical and dental appointments or treatments. Where possible, an Employee shall schedule such appointments when it least interferes with the Employer's operations. Where possible, requests for such leave are to be submitted for approval with at least 24 hours notice in advance.



21.06 A statement of accumulated sick leave credits shall be available for Employees to view.

## **ARTICLE 22 LEAVES OF ABSENCE**

22.01 Leaves of absence with pay shall be granted to an Employee according to the following schedule (All leave entitlements are pro-rated for part-time Employees based on their current F.T.E and pro-rated for partial year of service):

- a) In the event of a death of a member of the Employee's immediate family up to five (5) work days will be granted to attend to their social and family responsibilities. If considerable travel is involved, up to two (2) days travel time may be granted.
- b) (i) In the event of critical illness in the Employee's immediate family, time requested by the Employee up to three (3) days. If the Employee requests this leave due to illness in the family, a medical certificate may be required indicating the Employee's presence is necessary.  
  
(ii) The Employer may grant up to two (2) days from the Employee's accumulated sick leave credits per year for an Employee to attend to a critical illness in the Employee's immediate family.
- c) In Article (a) and (b) above, immediate family shall mean spouse and child, stepchild, a parent, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, parent of spouse, grandparent, grandchild, or relative who is a member of the Employee's household.
- d) Any Employee will receive one (1) day, providing the event occurs on a working day during the employees working hours and the employee attends the event, for the Employee's own wedding, convocation, obtaining Canadian Citizenship or graduation from a post-secondary institution and one (1) day for any of the following: a spouse's/partner's, child's or step-child's wedding, convocation, Canadian Citizenship or graduation from a secondary or post-secondary institution, providing the event occurs on a working day during working hours and the Employee attends the event.
- e) An Employee required to appear in Court as a subpoenaed witness or summoned juror shall be granted leave provided that the Employee shall pay any salary reimbursement received from that appearance to the Division, up to a maximum of the Employee's salary.
- f) In the event of a death of a relative or close family friend not covered in Article 22.01 (c) up to one (1) day per calendar year.

- g) The Employee may also use up to three (3) days per year for the purpose of illness and/or traveling to and attending medical appointments and treatments for those family members as defined in Article 22.01 (c).
- h) An Employee who does not give birth to the Employee's child shall be granted two (2) days parental leave with pay at the time of birth of each of the Employee's children. The rate and duration of such parental leave benefits does not change in the event of a multiple birth. This leave shall be granted to an Employee in the case of adoption, at the time of the child's placement with the adoptive parents.
- i) A time up to two (2) days per year may be taken for personal leave with pay and benefits.
- j) A time of three (3) days per year may be taken for personal leave without pay and with benefits.
- k) No more than one of the days in Article 22.01 (i) and Article 22.01 (j) can be attached to a break of more than two days without permission of the Employee's supervisor, in consultation with the Superintendent or designate.
- l) When an Employee requests a leave of absence, the Employer shall notify the Employee of their decision within seven (7) business days of receiving the request.

## 22.02

- a) Employees shall be entitled to, and provide notice of, maternity and parental/adoption leave in accordance with Alberta Employment Standards.
- b) Except for a maximum of six (6) weeks health related portion of maternity leave (22.02c, S.U.B), maternity leave is without pay and without benefits.
- c) The Employee shall provide the Employer with at least six (6) weeks prior written notice of such leave, except where circumstances make the provisions of such notice impossible.
- d) Notwithstanding any other provisions of this Article, a pregnant Employee may qualify for a Supplemental Unemployment Insurance Benefit (S.U.B.) covering the period the Employee has provided medical evidence from the Employee's physician satisfactory to the Employer that the Employee remains medically unable to do the Employee's job following the date of commencement of a maternity leave, as originally determined by the Employee, or the date of delivery, whichever comes first.

An Employee must apply and when approved, submit to the Employer, proof of receipt of Employment Insurance maternity benefits, in order to be paid the S.U.B. payments.

Leave then taken under this Supplemental Plan shall be considered to form part of the maternity leave without pay for the purposes of Article 22.02 (a). The provisions of Articles 21 and 23 shall not apply to an Employee on maternity leave.

- e) When an Employee takes maternity leave and is unable to return to work at the expiry of the maternity leave due to a medical condition of the Employee or the Employee's newborn child, upon the Employee providing the Employer with a medical certificate before the Employee's maternity leave expires, the Employer shall grant the Employee a further period of unpaid maternity leave of no more than three (3) weeks.
- f) An Employee returning from maternity leave shall be reinstated to the Employee's former position, pay category and step if the position still exists. If the position does not exist, the Employee shall be reinstated in a position of similar responsibilities at the Employee's former pay level.
- g) An Employee who has successfully completed the employee probationary period and has met the requirements for maternity and parental/adoption leave entitlements as set by Alberta Employment Standards is entitled to Parental/Adoption leave without pay and benefits as set by Alberta Employment Standards.
- h) Employees who are on the non-health related portion of their maternity leave or parental/adoption leave pursuant to Article 22.02 (a) may continue benefit coverage at 100% Employee contribution.

22.03                   The Employer may grant leaves of absence with pay and benefits or without pay and benefits upon request with particulars from an Employee.

22.04                   Road Condition Delay Code - If an Employee is delayed in reaching the employee's place of work due to bad road conditions in making every reasonable effort to reach the Employee's place of work, and is delayed in reaching work, the Employee:

- a) must notify the Employee's immediate supervisor as soon as possible, and
- b) may apply through exception reporting procedures to be paid the Employee's regular wage for the time delayed in reaching work. This leave is subject to approval from the Principal/Manager and Superintendent or Designate.



- 22.05 Leave for the purpose of accessing Compassionate Care Benefits will be granted for up to eight (8) weeks where the Employee qualifies with Employment Insurance and such leave will be without pay and with benefits.
- Extension to Compassionate Care leave may be granted where the Employee qualifies with Employment Insurance, such leave will be without pay and without benefits. Employee may maintain Health, Dental and Life benefits by paying 100% of Employer and Employee premiums for limited benefits.
- 22.06 The provisions of this Collective Agreement shall not be interpreted in such a manner as to permit the duplication or pyramiding of any benefits or entitlements provided under the terms of this Collective Agreement.

## **ARTICLE 23 HEALTH PLAN BENEFITS**

- 23.01 The Employer agrees to pay ninety percent (90%) of the monthly premium costs of eligible Employees for the following benefits when available to the Employer through the Alberta School Employees Benefit Plan or an equivalent benefit plan that provides the same benefit coverage as stipulated in this Collective Agreement:
- a) Life and Accidental Death and Dismemberment (Schedule 2) - ninety percent (90%) of premium
  - b) Long Term Disability (Plan D) - ninety percent (90%) of premium
  - c) Extended Health Care (Plan 1) - ninety percent (90%) of premium
  - d) Dental Care (Plan 3) - ninety percent (90%) of premium
  - e) Vision Coverage – Effective September 1, 2025, four hundred dollars (\$400) every twenty-four (24) months per eligible member as per the plan.
- 23.02 Effective January 1, 2016, the Employer agrees to pay ninety percent (90%) of eligible Employees monthly premiums payable for the Division's Group Alberta Health Care Plan.
- 23.03 Employees shall receive cost-shared benefit premiums as outlined in Article 23.01 on a twelve (12) month (yearly) basis.
- 23.04 Payments made towards benefit plans by the Employer shall permit the Employer to retain and not pass on to Employees any rebate of premiums otherwise required under Canada Employment and Immigration Commission regulations.
- 23.05 The Employer shall make available to all eligible Employees brochures outlining the above plans on Division intranet.

23.06 Participation in the benefits plan is subject to that plan's eligibility requirements, including requirements for a minimum number of hours worked.

23.07 Health Spending Account/Personal Spending Account (HSA/PSA): The Employer will provide a HSA/PSA and contribute seventy-five dollars (\$75) monthly, for a total of nine hundred dollars (\$900) per year, with a carry over of one (1) year and consistent with Canada Revenue Agency guidelines.

## **ARTICLE 24 LOCAL AUTHORITIES PENSION PLAN**

24.01 Eligible Employees may participate in the Local Authorities Pension Plan as administered by the Employer.

## **ARTICLE 25 THERAPISTS**

25.01 The Employer shall hire only therapists who are eligible for membership in their respective Alberta professional association.

25.02 For the purpose of determining placement of a therapist on the Wage Schedule (Appendix A), the Employer shall recognize previous therapy experience earned prior to being employed by the Employer on the basis of one (1) experience increment for every one (1) year of experience. A year of experience is to be defined as being a minimum of 180 working days.

25.03 Each therapist shall provide to the Employer, verification of previous therapy experience. Until proof is supplied, the therapist shall be paid at Step 1 of the Wage Schedule. The therapist salary shall be adjusted on the first of the month following submission of proof of previous therapy experience.

## **ARTICLE 26 HEALTH AND SAFETY**

26.01 The parties recognize the need for a safe and healthy workplace. The Employer shall be responsible for providing safe and healthy working conditions. The Employer and the Union recognize that safety is the responsibility of the Employer and Employees. The Employer and Employees will take all reasonable steps to eliminate, reduce or minimize all workplace safety hazards.

### **26.02 Joint Health and Safety Committee**

- a) A joint management and employees Health and Safety Committee will operate according to the Alberta Occupational Health and Safety Act.

- b) At least three (3) of the members of the committee will be selected by the Union. Required training will be provided by an accredited agency with full costs paid by the Employer including keeping the Employee's regular wages for time spent in training.
- c) Time spent by members of the Joint Health and Safety Committee in the course of their duties will be considered as time worked and will be paid for in accordance with the terms of this Agreement.

26.03                   The Employer will provide the personal protective equipment deemed necessary on a case-by-case basis.

26.04                   In accordance with the *Occupational Health and Safety Act*, an Employee may refuse to work or to do particular work at a work site if the Employee believes on reasonable grounds that there is an undue hazard at the work site or that the work constitutes an undue hazard to the Employee's health and safety or to the health and safety of another Employee or another person.

26.05                   No disciplinary action shall be taken against an Employee by reason of that Employee acting in compliance with the *Occupational Health and Safety Act*, the regulations, the OHS Code or an order issued under this Act.



## LETTER OF INTENT

The Board, in cooperation with CUPE, has by way of policy established a Benefit Plan Advisory Committee for the purpose to administer and review the Board's Group Benefit Insurance Plans and other Employee Benefits Plans that are provided to all non-ATA staff. Recommendations, concerns and suggestions regarding Employee benefits will be first dealt with by this Committee.

The authority of this Committee is to make recommendations to the Board of Trustees when change in coverage, change in benefit consultant, or plan design changes are necessary or desirable. All groups represented must be in agreement before any changes are implemented. The membership of the Committee includes representatives from the International Union of Operating Engineers (IUOE) Local Union No. 955 as well as the Canadian Union of Public Employees local 5543 (CUPE), non-union support staff and the Board of Trustees.

Signed this 10<sup>th</sup> day of September, 2025.

*On behalf of the Parkland School Division  
(the "Employer")*

*On behalf of the Canadian Union of Public  
Employees, Local 5543 (the "Union")*

*A Stewart*  
*Scott Meyer*  
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*William*  
*Raquel Mendoza*  
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## LETTER OF UNDERSTANDING #1

BETWEEN

THE BOARD OF TRUSTEES OF THE  
PARKLAND SCHOOL DIVISION

(the “Employer”)

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES Local 5543

(the “Union”)

### **Workplace Health and Safety**

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The Parties agree on the importance of maintaining a safe and healthy workplace without harassment or violence in alignment with the *Occupational Health and Safety Act*. The Parties further recognize students' right of access to education pursuant to the *Education Act*.

The Parties agree that ongoing engagement on the following topics is appropriate at the Employer/Employee Committee, per Article 14.01, and the Joint Health and Safety Committee, per Article 26.02:

1. The commitment to maintaining a welcoming, caring, respectful and safe learning environment that respects diversity and fosters a sense of belonging.
2. Assessment of the risks of workplace hazards on an ongoing basis to determine if the appropriate measures and procedures are in place to protect Employees from workplace violence.
3. Behaviour Support Plans and Safety Plans: The Parties recognize that students exhibiting social/emotional needs may pose a health and safety concern for Employees. For clarity:
  - a) Behaviour Support Plans: are preventative in nature and are designed to provide strategies to Employees to work with a student with social/emotional needs; and
  - b) Safety Plans: are required for a student that poses significant safety risks to themselves or others.

Employees will have the opportunity for input into the implementation of the Behaviour Support Plans and Safety Plans, as applicable; and the Parties acknowledge that the Teacher is ultimately accountable for these plans.

The Parties recognize that during the work day, Employees have the right to receive and review information and instruction about the risks of workplace violence and how to protect their health and safety, in relation to individual assignments.

4. Training: Appropriate training to be provided to Employees.
5. Reporting Incidents: Employees' responsibility for reporting incidents to the Employer as required by legislation, policy and procedure. Time will be provided during the work day to complete required incident reports. Reporting will be shared with the Joint Health and Safety Committee. Reporting of incidents of threats, bullying, harassment, violence, or intimidation is expected.

Signed this 10 day of September, 2025.

*On behalf of the Parkland School Division  
(the "Employer")*

*On behalf of the Canadian Union of Public  
Employees, Local 5543 (the "Union")*

d Stewart  
[Signature]  
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W Haman  
[Signature]  
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**LETTER OF UNDERSTANDING #2**

BETWEEN

THE BOARD OF TRUSTEES OF THE  
PARKLAND SCHOOL DIVISION

(the “Employer”)

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES Local 5543

(the “Union”)

**JOB DESCRIPTION REVIEWS**

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The Parties agree to continue the collaborative discussion on job description reviews with up to a maximum of four (4) representatives of the Local and the CUPE National Representative.

Within 30 days of ratification of the Collective Agreement, the Parties will meet to establish timelines for the completion of this work.

Signed this 10<sup>th</sup> day of September, 2025.

*On behalf of the Parkland School Division  
(the “Employer”)*

*On behalf of the Canadian Union of Public  
Employees, Local 5543 (the “Union”)*

*d Stewart*  
*Scot m. z*

*W Harnan*  
*Raeen magado*

**LETTER OF UNDERSTANDING #3**

**BETWEEN**

**THE BOARD OF TRUSTEES OF THE  
THE PARKLAND SCHOOL DIVISION  
(the “Employer”)**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5543  
(the “Union”)**

**No Harassment or Discrimination**

---

*Whereas* the Parties have a shared interest in fostering a collaborative and proactive approach to the implementation of legislative changes; and

*Whereas* the Union has identified concerns with the potential impacts of the *Education Amendment Act* (formally Bill 27);

*Therefore*, following the issuance of regulation on the amendments made to the *Education Act* by the *Education Amendment Act* regarding gender identity, sexual orientation and human sexuality, the Employer and the Union agree to meet to discuss the implications of this legislation on members of the bargaining unit, with the interest of ensuring compliance and alignment with the collective agreement and operational needs.

Signed this 10<sup>th</sup> day of September, 2025.

*On behalf of the Parkland School Division  
(the “Employer”)*

*On behalf of the Canadian Union of Public  
Employees, Local 5543 (the “Union”)*

d Stewart  
Scott Mc

William  
Raeanne Morgado

**LETTER OF UNDERSTANDING #4**

**BETWEEN**

**THE BOARD OF TRUSTEES OF  
THE PARKLAND SCHOOL DIVISION  
(the “Employer”)**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5543**

**(the “Union”)**

**Certified and Non-Certified Education Assistant Grid Restructure**

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1. Effective the date of ratification, the Education Assistant Stream will be restructured as follows:
  - a. The ‘Education Assistant 1’ classification will be reclassified to ‘Classroom Assistant’ and will remain in Pay Group 1. All current Education Assistant 1’s will be reclassified to ‘Classroom Assistant’ but will be placed in Pay Group 2.
  - b. The ‘Education Assistant 2’ classification (in Pay Group 2) will be removed.
  - c. In place of the former ‘Education Assistant 2’, three classifications will be created:
    - o Education Assistant (Non-Certified) in Pay Group 2.
    - o Education Assistant (Certified) in Pay Group 3.
    - o Education Assistant (Specialized Programs) in Pay Group 3.
  - d. The ‘Education Specialist’ and all employees in this classification will be moved from Pay Group 4 to 5.
  - e. All current Educational Assistant 2’s will be placed in the Education Assistant (Certified) classification.
2. After ratification, any newly hired Education Assistants may apply to the Director, Human Resources, to be reclassified to ‘Education Assistant (Certified)’ by submitting proof of being ‘Certified’ to the Employer as defined below.
3. Education Assistants working in Specialized Programs, as defined in Clause 6, will be placed in the Education Assistants (Specialized Programs) Classification.



4. **“Certified”** for the purposes of the Education Assistant Stream refers to the completion of a recognized post-secondary education program related to the role of an Education Assistant. Specifically, this includes:
  - a. A minimum 1-year certificate or diploma program in Education Assistance, Special Needs Education, Early Childhood Education, Child and Youth Care or a related field from an accredited Alberta post-secondary institution (e.g., NorQuest College, Lakeland College, Bow Valley College, etc.); and
  - b. A recognized equivalent certification from another Canadian Province.
5. An Education Assistant may also be **“Deemed to be Certified”**, as determined by the Division, if they have:
  - a. Partial completion (with a minimum of 30 credits) of a Bachelor of Education, Social Work, Psychology, or a related degree from an accredited Alberta post-secondary institution.
  - b. Successful completion of related coursework in areas such as child development, inclusive education, behavioural intervention, or complex needs support from an accredited Alberta post-secondary institution.
  - c. Successful completion of a minimum of 240 hours of professional development relevant to the employee’s current job description; or,
  - d. A combination of post-secondary coursework, relevant professional development, and experience that equates to the above requirements.
6. **“Specialized Program”** for the purpose of the Education Assistant Stream refers to Student Services department-supervised programs, including:
  - a. Related Everyday Academics & Life Skills (REAL) program;
  - b. Life, Academic, Work Skills (LAWS) program;
  - c. Early Education program;
  - d. STEPS program; and
  - e. any other programs as determined by the Division.

This Letter of Understanding shall expire on August 31, 2028.

Signed this 10<sup>th</sup> day of September, 2025.

*On behalf of the Parkland School Division  
(the "Employer")*

*On behalf of the Canadian Union of Public  
Employees, Local 5543 (the "Union")*

d Stewart

Bob McZ

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William

Reese Morgado

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## APPENDIX A – WAGES

Wage Grids will be increased/updated as follows:

- i) **Retroactive to September 1, 2024**, 3% increase for all job classifications covered under this agreement.
- ii) **September 1, 2025**, \$1.25 or 3% increase, whichever is greater, for all job classifications covered under this Collective Agreement.
- iii) **September 1, 2026**, 3% increase for all job classifications covered under this Collective Agreement.
- iv) **September 1, 2027**, \$1.25 or 3% increase, whichever is greater, for all job classifications covered under this Collective Agreement.

### Effective September 1, 2024 (3% increase)

Pay Group	Step 1	Step 2	Step 3	Step 4
1	\$20.81	\$21.74	\$22.60	\$23.47
2	\$22.92	\$23.82	\$24.81	\$25.73
3	\$24.10	\$25.15	\$26.18	\$27.14
4	\$26.43	\$27.44	\$28.51	\$29.62
5	\$28.07	\$29.21	\$30.43	\$31.61
6	\$32.56	\$33.89	\$35.31	\$36.64
7	\$37.47	\$39.09	\$40.71	\$42.00
8	\$40.69	\$42.31	\$44.00	\$45.73
9	\$67.47	\$69.23	\$70.99	\$72.74

### Effective September 1, 2025 (\$1.25 or 3% increase, whichever is greater)

Pay Group	Step 1	Step 2	Step 3	Step 4
1	\$22.06	\$22.99	\$23.85	\$24.72
2	\$24.17	\$25.17	\$26.06	\$26.98
3	\$25.35	\$26.40	\$27.43	\$28.39
4	\$27.68	\$28.69	\$29.76	\$30.87
5	\$29.32	\$30.46	\$31.68	\$32.86
6	\$33.81	\$35.14	\$36.56	\$37.89
7	\$38.72	\$40.34	\$41.96	\$43.26
8	\$41.94	\$43.58	\$45.32	\$47.10
9	\$69.49	\$71.30	\$73.12	\$74.92



**Effective September 1, 2026 (3% Increase)**

Pay Group	Step 1	Step 2	Step 3	Step 4
1	\$22.72	\$23.68	\$24.56	\$25.47
2	\$24.89	\$25.92	\$26.84	\$27.79
3	\$26.11	\$27.19	\$28.26	\$29.24
4	\$28.51	\$29.55	\$30.65	\$31.80
5	\$30.20	\$31.37	\$32.63	\$33.85
6	\$34.82	\$36.19	\$37.60	\$39.02
7	\$39.88	\$41.55	\$43.21	\$44.56
8	\$43.19	\$44.89	\$46.68	\$48.52
9	\$71.57	\$73.44	\$75.31	\$77.17

**Effective September 1, 2027 (\$1.25 or 3% increase, whichever is greater)**

Pay Group	Step 1	Step 2	Step 3	Step 4
1	\$23.97	\$24.93	\$25.81	\$26.72
2	\$26.14	\$27.17	\$28.09	\$29.04
3	\$27.36	\$28.44	\$29.51	\$30.49
4	\$29.76	\$30.80	\$31.90	\$33.05
5	\$31.45	\$32.62	\$33.88	\$35.10
6	\$36.07	\$37.44	\$38.85	\$40.27
7	\$41.13	\$42.80	\$44.46	\$45.81
8	\$44.44	\$46.14	\$47.93	\$49.77
9	\$73.72	\$75.65	\$77.57	\$79.48

## APPENDIX B - CLASSIFICATIONS AND CAREER STREAMS

Targeted Market Adjustments, Effective Date of Ratification

<b>Administrative Support Career Stream</b>	
<b>Job Title</b>	<b>Pay Group</b>
Administrative Support 1	1
Administrative Support 2	3
Administrative Support 3	4
Administrative Support 4	5
Administrative Support 5	6

<b>Secretary Career Stream</b>	
<b>Job Title</b>	<b>Pay Group</b>
Secretary 1	1
Secretary 2	3
Secretary 3	4

<b>Information Technology Career Stream</b>	
<b>Job Title</b>	<b>Pay Group</b>
Information Technology 1	2
Information Technology 2	5
Information Technology 3	6

<b>Finance Career Stream</b>	
<b>Job Title</b>	<b>Pay Group</b>
Finance 1	3
Finance 2	4
Finance 3	5

<b>Education Assistant Career Stream</b>	
<b>Job Title</b>	<b>Pay Group</b>
Classroom Assistant	1
Education Assistant (Non-Certified)	2
Education Assistant (Certified)	3
Education Assistant (Specialized Programs)	3
Education Specialist	5

<b>Library Career Stream</b>	
<b>Job Title</b>	<b>Pay Group</b>
Library Clerk	1
Library Technician 1	2
Library Technician 2	3

<b>Social Work Career Stream</b>	
<b>Job Title</b>	<b>Pay Group</b>
FNMI Liaison	4
Community Support Worker	7
Family Support Worker	8

<b>Medical Career Stream</b>	
<b>Job Title</b>	<b>Pay Group</b>
Therapy Assistant	3
Speech Language Assistant	4
Electronic Transcriber	4
Transliterators	7
LPN	7
Therapist	9



<b>Other Support Positions</b>	
<b>Job Title</b>	<b>Pay Group</b>
Cafeteria Worker	1
Communications Coordinator	6
Transportation Planner	7

IN WITNESS WHEREOF the parties have executed this Agreement this 10<sup>th</sup> day of September, 2025.

*On behalf of the Parkland School Division  
(the "Employer")*

*d Stewart*  
*Seafin*  
\_\_\_\_\_  
\_\_\_\_\_

*On behalf of the Canadian Union of Public  
Employees, Local 5543  
(the "Union")*

*W Harnan*  
*Dauernogado*  
\_\_\_\_\_  
\_\_\_\_\_

Signed on the 10<sup>th</sup> day of September, 2025.