

SOURCE	Board		
EFF.	95	09	01
TERM.	97	08	31
No. OF EMPLOYEES	83		
NOMBRE EMPLOYÉS	83		

1995 - 1997 COLLECTIVE AGREEMENT

BETWEEN

**THE BOARD OF TRUSTEES OF
BLACK GOLD REGIONAL DIVISION NO. 18**

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 3484

SCHOOL SUPPORT STAFF UNIT

TEACHER ASSISTANTS

This Collective Agreement made this ~~18th~~ day of June, 1996.

BETWEEN:

**THE BOARD OF TRUSTEES OF
BLACK GOLD REGIONAL DIVISION NO. 18**
(hereinafter called the "Employer")
OF THE FIRST PART

AND:

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

ARTICLE 1 - MANAGEMENT RIGHTS

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

ARTICLE 2 - RECOGNITION

2.1 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees **Local 3484** as the sole and exclusive bargaining agent for "All teacher assistants employed in the Black Gold Regional Schools, excluding Devon Schools".

2.2 No Other Agreement

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

2.3 work Of Bargaining Unit

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

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

ARTICLE 3 - NO DISCRIMINATION

3.1 Employer Shall Not Discriminate

The Employer and Union agree that there shall be no discrimination exercised or practiced with respect to any employee by reason of age, race, creed, colour, national origin, religious affiliation, sex or marital status, place of residence, nor by reason of membership or activity or non-activity in the Union.

3.2 Sexual Harassment

The Employer will not tolerate sexual harassment of its employees.

ARTICLE 4 - DEDUCTION OF UNION DUES

4.1 The Employer agrees to a monthly deduction of Union Dues according to the Constitution and By-Laws of the Union. As a condition of employment **all** employees of the bargaining unit shall be required to pay union dues, whether they are members of the Union or not. **The** Union agrees to provide the employer with thirty (30) days advance notice of any change to the amount of union deductions. The Employer shall **show** all dues deductions on employees **pay** stubs and on T4 **slips**.

4.2 Deductions **shall** be made from the payroll each month and shall be **forwarded** to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day from the first of the following month, accompanied by a **list** of names, addresses, **and amount deducted of employees** from whose wages the deductions have been made.

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

ARTICLE 5 - LABOUR MANAGEMENT RELATIONS

5.1 Representative of Canadian Union of Public Employees

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

ARTICLE 6 - GRIEVANCE PROCEDURE

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

Step 1 -- When a difference allegedly has occurred, the employee(s) concerned shall first **seek** to settle the difference with the Employee's designated Supervisor. A grievance submitted in writing will be **replied to** in writing by the Supervisor within five (5) working days of receipt of the written grievance.

Step 2 -- In the event that the grievance is not settled in Step 1, the Union shall, within ten (10) working days of the receipt by the Employee of the reply from Step 1, submit **the** grievance in writing to the **Secretary-Treasurer** for consideration by the Board of Trustees. The Union and the **grievor** will be provided with **an** opportunity to present the grievance at the next regularly scheduled Board meeting. The Board shall render a written decision within five (5) working days of the meeting.

Step 3 -- Failing a satisfactory settlement being reached under Step 2, the Union may refer the dispute to arbitration by serving written notice, notwithstanding other subarticles, within fourteen working days in accordance with the provisions stipulated in Article 6.7.

- 6.2 The Employer acknowledges the right of the Union to appoint or elect stewards whose duties shall be to assist any employee which the steward represents in preparing and in presenting her grievance in accordance with the grievance procedure.
- 6.3 Where a dispute involving a question of general application or interpretation occurs, or where the Union has a grievance on the application or interpretation of the contract, Step 1 of this Article may be bypassed.
- 6.4 The time limits fixed in the **grievance** procedure may be extended by mutual consent in writing of the parties.
- 6.5 An employee, other than a casual, temporary or probationary employee, shall have the right to proceed under the grievance procedure in matters of discharge, suspension and discipline.
- 6.6 In case of discharge and/or discipline the Employer shall only discharge or discipline for just cause.
- 6.7 When either party **requests** that a Grievance be submitted to arbitration, each party shall **appoint** one member as its representative on the Arbitration Board within seven days of such notice and shall so inform the other party of its appointee. The **two** members so appointed shall, within five days of the appointment of the second of them, appoint a **third** person who shall be the chairman. In the event of any failure to agree upon the appointment of a chairman, either party may request the Minister of Labour to make the appointment.
 - 6.7.1 The Arbitration Board shall determine its own procedure but shall give full opportunity to all parties to present evidence and to be heard.
 - 6.7.2 The Arbitration Board shall not change, amend or alter any of the terms of this agreement. All grievances or differences submitted shall present an arbitrable issue under this agreement.

- 6.7.3 The findings and decision of the **majority** is the award of the Arbitration Board and is final and binding upon the parties and upon any employee affected by it. If there is not a majority, a decision of the chairman governs and it shall be deemed to be the award of the Board.
- 6.7.4 The Arbitration Board shall give its decision not later than **14 days after** the appointment of the chairman provided, however, that this time period may be extended by written consent of the parties.
- 6.7.5 Each party to the Grievance shall bear the expense **of** its respective appointee and the two parties shall bear equally the expenses of the chairman.
- 6.7.6 All the aforesaid time limits referred to in the Grievance Procedure shall be exclusive of Saturdays, Sundays and Statutory Holidays.
- 6.7.7 A grievance or arbitration shall not be deemed invalid by reason of a defect in form, technical irregularity, or an error of procedure if it results in a denial of natural justice.
- 6.7.8 Any of the aforesaid time limits may be extended at any stage with the written consent of the parties.

ARTICLE 7 • SENIORITY

7.1 Seniority Defined

Seniority ~~is~~ defined as the length of accumulated employment pro-rated to a full-time equivalent in the Teacher Assistant classification as set out in Appendix "A". Seniority shall be used as a consideration in determining preference or priority in promotions, transfers, demotions, lay-offs and recall. Seniority shall operate on a bargaining unit wide basis.

7.2 Seniority List

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

7.3 Probation Of Newly-Hired Employees

Newly-hired employee(s) shall be on a probationary basis for a period of three (3) months worked from the date of hiring. Should the employer deem it necessary to evaluate the employee further, the probationary period may be extended an additional three (3) months worked. The Employer agrees to advise the Union on any probationary period extension. During the probationary period, employees shall be entitled to all rights and benefits of this Collective Agreement, *except* with respect to the grievance procedure for discharge, suspension and discipline, the employee benefit plan and the Local Authorities Pension Plan. **After** completion of **the** probationary **period**, **seniority shall commence from the** date of hiring.

7.4 Loss Of Seniority:

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

ARTICLE 8 - PROMOTIONS AND STAFF CHANGES

8.1 Job Postings:

8.1.1 When a new position under this Collective Agreement is created by the Employer or when a vacancy under this Collective Agreement occurs and the Employer decides to recruit to the vacancy, the Employer shall post a notice of the position *for* a period of seven (7) calendar days. The notice will describe the nature of the position, the required qualifications and the closing date for submission of applications. A copy of the notice will be forwarded to the Secretary of the Union.

8.1.2 Employees covered by this Collective Agreement will be given first consideration for new or vacant positions in their specific classifications under this Collective Agreement. Where an employee covered by this Collective Agreement is the successful applicant that employee will be appointed to the position within ten (10) work days following the specified closing date.

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

8.2 If ~~no~~ internal candidate is hired, then the Employer may advertise externally to recruit for new and vacant positions.

8.3 Union Notification:

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

ARTICLE 9 - LAYOFF AND RECALL

9.1 Annual Teacher Assistant Assignments

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

The Board Policy which is Appendix B of this Collective Agreement is the guideline to be followed in the event that Teacher Assistant reductions need to be made for the upcoming school year.

9.2 Layoff and Recall During a School Year

Where the pupil(s) for whom the teacher assistant was hired to be responsible for is (are) no longer in attendance at the school, or where the pupil(s) no longer require the services of a teacher assistant, that teacher assistant shall be laid off.

In the event the teacher assistant has been reassigned and the pupil(s) for whom the teacher assistant is responsible for is (are) no longer in attendance at the school, or where the pupil(s) no longer require the services of a teacher assistant, employees shall be retained on the basis of seniority at that school provided they have the ability and qualifications to do the work required.

9.3 Notice of Layoff

Unless legislation is more favourable to the employees, the employer shall notify employees in writing who are to be laid off, five (5) working days prior to the effective day of layoff. If the Employee has not had the opportunity to work the days as provided in this Article, the employee shall be paid for the days for which work was not made available.

9.4 Recall

Employees shall be recalled in the reverse order of layoff provided they are qualified to do the job required.

9.5 Severance Pay

In the event of permanent layoff, employees will be eligible for severance pay in accordance with the Employment Standards Code.

9.6 Dis-continuation Of Benefits During Summer Months:

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

ARTICLE 10 - HOURS OF WORK

10.1. Regular hours of work for teacher assistants shall be thirty (30) hours per week, six (6) hours per day, for five (5) consecutive days from Monday to Friday, excluding a maximum of one (1) hour per day off for lunch, to be taken at a time as mutually agreed upon between the employee and the immediate supervisor, provided that in the event that no mutual agreement can be reached the Employer retains the right to assign lunch breaks.

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

10.2 Employees shall receive a paid work break of fifteen (15) minutes during each half shift of a regular working shift as set out in clause 10.1.

ARTICLE 11 - OVERTIME

11.1 Overtime Defined

Time worked beyond seven (7) hours per day or thirty-five (35) hours per week or on a paid holiday, shall be considered as overtime, except as otherwise indicated in this Collective Agreement.

11.2 Overtime Rate

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

11.3 overtime For Part-Time Emr loyees

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

11.4 Overtime Authorization

All overtime must be authorized by the designated supervisor.

11.5 Overtime For Paid Holidays

Employees required to work on a paid holiday named in Article 12 shall be paid double (x2) time the regular base rate for all hours so worked.

11.6 Overtime For Call Back

An employee who is called back to work outside her regular working hours shall be paid for a minimum of three (3) hours at overtime rates.

ARTICLE 12 - HOLIDAYS

12.1 The Employer recognizes the following as paid holidays:

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

1st Monday in Spring Break (in lieu of Easter Monday) and any other day other than those listed above proclaimed as a holiday by the Federal or Provincial Government or the Employer.

ARTICLE 13 - VACATION PAY

13.1 Vacation pay in lieu of earned vacation entitlement will be paid according to the following schedule:

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

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

Years of service is defined in Appendix A.

ARTICLE 14 - SICK LEAVE AND EMPLOYEE BENEFITS

14.1 Sick Leave Defined

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

14.2 Sick Leave Rate

Sick leave with pay shall be earned by an employee at the rate of two (2) days for every month worked to a maximum accumulation of twenty (20) days per year.

14.3 Accumulation Of Sick Leave

The unused portion of an employee's sick leave shall accrue to a maximum of ninety (90) calendar days.

14.4 proof Of Illness

14.4.1 An employee who is absent from ~~work~~ for more than three (3) days due to sickness shall be required to present a medical ~~certificate~~ to the Employer verifying the need for such absence.

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

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

14.5 S Leave During Leave Of Absence

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

14.6 Employee Benefit Plan

14.6.1 Subject to the provisions of the Master Policies, and after the probationary period has been successfully completed, all employees, as a condition of employment shall be enrolled in the Alberta School Employee Benefit Plan for Life & AD&D, Plan 2 & EDB, Plan E. Employees shall be entitled to have benefit premiums paid by the employer on a pro-rata basis in the proportion that their weekly **hours** of work bear to the weekly **hours** of work of a full time teacher assistant.

14.6.2 The Employer agrees to make available the following plans and contribute 85% toward the premium payable for --

- Plan 2 of ASEBP (LIFE)
- Plan 1 - Extended Health Care of ASEBP
- Plan 3 - Dental
- Alberta Health Care

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

The employee will be responsible for 100% of the premiums for Plan E, ASEBP (EDB)

14.7 Alberta Local Authorities Pension Plan

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

ARTICLE 15 - LEAVE OF ABSENCE

15.1 Negotiations, Grievance And Arbitration Leave

Employee representatives of the Union shall not suffer any **loss** of pay when required to leave their employment temporarily in order to carry on negotiations or in connection with a grievance or arbitration procedure with the **Employer**. The Union will reimburse the employer for any substitution costs. Employee representatives at the above mentioned proceedings shall not exceed one (1).

.5.2 Leave Of Absence For Union Functions

Leave of absence without pay and without loss of seniority shall be granted to not more than one (1) employee, upon request to the Employer, to employees elected or appointed to represent the Union at conventions. Leave of absence without pay shall be granted to not more than one (1) employee to attend executive and committee meetings of C.U.P.E., its affiliated or chartered bodies.

15.3 Paid Bereavement Leave

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

15.3.2 Leave of absence with pay, to a maximum of five (5) days per year shall be granted to an employee in the event of a critical illness of an employee's spouse, child, mother or father, if such illness is supported by a medical certificate.

15.4 Parental Leave

15.4.1 The Employer shall grant parental leave in accordance with the provisions of the Employment Standards Code and implement a Registered Supplemental Unemployment Benefit Plan for the health-related portion of a maternity leave for the employee. However, the leave may be for a period not exceeding twelve (12) months, provided the employee returns to work at the commencement of a school year.

15.5 Court Service Leave

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

15.6 Pallbearer Leave

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

.5.7 Inclement Weather

An employee who is required to be at work, and, despite reasonable effort, is unable to travel to her school from her place of residence because of:

- a) inclement weather
- b) impassable road conditions, or
- c) the failure of transportation facilities other than her own, is entitled to her wages for the **periods** of absence so occasioned.

15.8 General Leave

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

ARTICLE 16 - OTHER ALLOWANCES

16.1 Wages

16.1.1 The Employer shall pay the monthly wages in accordance with Appendix "A" attached hereto and forming part of this Collective Agreement.

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

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

16.2 Equal Pay for Equal Work

The principle of equal pay for equal work shall apply regardless of sex.

16.3 part-time Employees

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

16.4 Education Allowance

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

16.5 Other Allowance

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

ARTICLE 17 - JOB CLASSIFICATION AND RECLASSIFICATION

17.1 Job Descriptions:

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

17.2 No Elimination of Classification

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

17.3.1 Changes In Classification

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

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

ARTICLE 18 - GENERAL

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

ARTICLE 19 - TERM OF AGREEMENT

19.1 This Agreement shall be binding and remain in effect from September 1, 1995 to August 31, 1997, and shall continue in force and effect beyond the expiration date from year to year thereafter unless amended or terminated as stipulated in Section **19.2**. *

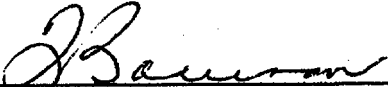
19.2 Either party desiring to propose changes to this Agreement shall, between the period of ~~sixty~~ (60) and one hundred twenty (120) days prior to the expiration date, give notice in writing requiring the other party to the Agreement to commence collective bargaining.

19.3 If notice is given by either party as per Article 19.2, this Agreement shall remain in full force and effect during the period of bonafide collective bargaining.

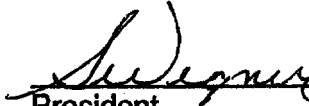
IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT
THIS 23 DAY OF September, A.D., 1996.

**THE BOARD OF TRUSTEES OF
BLACK GOLD REGIONAL DIVISION NO. 18**


**CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 3484**



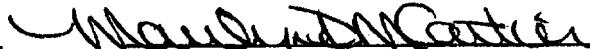
Chairman -
Negotiating Committee



President



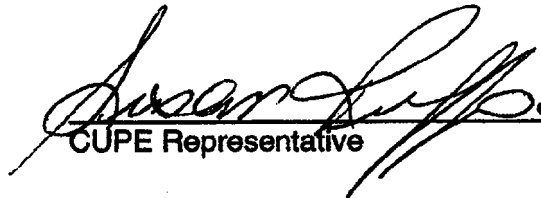
Chairman -
Board of Education



Secretary-Treasurer



Secretary-Treasurer



CUPE Representative

APPENDIX A
HOURLY WAGE BASE RATES
Effective September 1, 1996

Teacher Assistants Classifications

1) ECS Program & Regular Program Assistants

YRS OF EXPERIENCE		NON-CERTIFICATED	CERTIFICATED
0	0 - 959 hrs.	\$ 9.96	\$ 10.21
1	960 - 1919 hrs.	10.34	10.59
2	1920 - 2879 hrs.	10.72	10.97
3	2880 - 3839 hrs.	11.09	11.34
4	3840 hrs.	11.34	11.62
5+			12.14

2) ECS Special Needs Assistants

YRS OF EXPERIENCE		NON-CERTIFICATED	CERTIFICATED
0	0 - 959 hrs.	\$ 9.96	\$ 10.21
1	960 - 1919 hrs.	10.34	10.59
2	1920 - 2879 hrs.	10.72	10.97
3	2880 - 3839 hrs.	11.09	11.34
4	3840 hrs.	11.36	11.66
5+			12.14

3) Special Needs Assistants

YRS OF EXPERIENCE		NON-CERTIFICATED	CERTIFICATED
0	0 - 959 hrs.	\$ 9.96	\$ 10.21
1	960 - 1919 hrs.	10.34	10.59
2	1920 - 2879 hrs.	10.72	10.97
3	2880 - 3839 hrs.	11.09	11.34
4	3840 hrs.	11.36	11.66
5+			12.14

One Year of Experience is defined as completion of 960 hours and completion of one school year.

An employee, upon successful completion of 400 hours of relevant instructional time/study, qualifies for the certificated rate of pay. Proper documentation indicating successful completion of the studies must be submitted to the employer within one month for evaluation.

Letter of Understanding Regarding Reorganization

The Parties agree to meet and discuss emerging issues of concern relating to the reorganization of the Division. To facilitate this, the Parties agree to **meet** on a regular **basis** to discuss the following **issues**. It is understood that this list is not limiting **and** that other concerns may be dealt **as** mutually agreed.

1. The application of Layoff **and** Recall provisions to employees who have their hours of work reduced although their positions **may** not **be** **totally** eliminated.
2. The need for employees to **be** notified well In advance of a change in **the** skills that may be required **by** the Employer **and** have an opportunity to upgrade their skills. The parties agree to develop a **training** protocol to address these concerns by October 31, 1996.

Letter of Intent

Teacher Assistant Job Description Committee

The Parties agree to establish a Working Committee to review all current **job** descriptions and current **classification** specifications

The Committee will function as follows:

1. The composition of the committee will be three (3) representatives from each party.
2. The Committee will be responsible for coordinating the receipt of job descriptions from all Teacher Assistants. **The** Committee will develop a process for this task.
3. The Committee will **begin** its work as soon as possible and will meet as frequently as required to accomplish the task by January 31, 1997.
4. The job descriptions will be compared to the current classification specifications and the parties will negotiate any changes in assignment to classification in accordance with Article 17 - Job Classification and Reclassification.

Letter of Intent
CUPE (Teacher Assistants) Negotiations
1995/96, 1996/97

1. Payroll Procedures

Black Gold Regional **Schools** will endeavour to have **the** June, 1997 paycheques available to Teacher Assistants by June 30, 1997.

2. Communication

Black Gold Regional Schools will endeavour to improve communications **between** the Board, Teacher Assistants, **CUPE** and School Administrators through on-going meetings.

Letter of Intent

Employees previously employed by the County of Leduc No. 25 or the Leduc School District No. 297, who are now employed by Black Gold Regional Schools shall be credited with previously accumulated seniority.

PHILOSOPHY

An important goal of the Board of Education is to employ staff sufficient in number and possessing appropriate qualifications and expertise to accomplish assigned duties. However, the Board recognizes that from time to time it may be required to reduce its staff.

This need may arise because of constraints on either finances or physical facilities, changes to either instructional programs or organization structures, variations in student enrolment or because of other precipitating factors. These conditions may be either currently in place or anticipated to occur in the near future.

STAFF REDUCTION FOR TEACHER ASSISTANTS

1. Principal with input from the staff and school council will develop by April 30th the educational plan for the coming school year,
2. Principal determines the number of teacher assistants who will be required to deliver the program.
3. Principal identifies those teacher assistants currently on staff who will be implementing the program.

Any or all of the following criteria will be used when identifying the staff required:

- a) Appropriateness of qualifications of the teacher assistants
- b) Applicable experience of the teacher assistants
- c) Previous performance of the teacher assistants
- d) Seniority within the Division

REPLACING POLICY DATED

NEW
POLICY:
X

BOARD APPROVAL:
JULY 10, 1996
REVIEWED:

MOTION
NO.
483/95-96

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4. It is the responsibility of the Deputy Superintendent to ensure that prior to September 30th all teacher assistants who have been laid off have been given adequate consideration before any position is advertised external to the Division.
5. Should an unanticipated vacancy occur at a school prior to September 30th any teacher assistant who had been laid off from that school in the previous school year will be offered the position by the Deputy Superintendent provided the teacher assistant has the required qualifications.

19

REPLACING POLICY DATED

NEW
POLICY:
X

BOARD APPROVAL:
JULY 10, 1996
REVIEWED:

MOTION
NO.
483/95-96

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