COLLECTIVE AGREEMENT

between

Northern Lights

THE NORTHERN LIGHTS SCHOOL DIVISION

and

CUPE Canadian Union of Public Employees

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2559
Custodial Employees

Ratification Date: August 24, 2026

Effective Date: September 1, 2021 – August 31, 2028

Saskatchewan Office & Professional Employees Local #491

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THIS AGREEMENT MADE

between

THE NORTHERN LIGHTS SCHOOL DIVISION
(Hereinafter called "the Employer")

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2559
(Hereinafter called "the Union")

In the spirit of Truth and Reconciliation, the Parties acknowledge the traditional homelands of the peoples of Treaty 6 Territory and Region 4 of the Métis Nation of Alberta.

The Parties hereto have bargained collectively and have come to an agreement in respect of wages, hours of work and other conditions of work, as set forth herein.

The Employer and the Union agree as follows:

ARTICLE 1 – PURPOSE

1.01 It is the intent and purpose of the Parties that this Agreement shall to the extent and in the manner specifically provided for herein:

(a) Protect the interests of the employees and the Employer.

(b) Ensure the efficient and uninterrupted operation of the schools.

Now, therefore, the Parties agree as follows:

ARTICLE 2 – UNION RECOGNITION

2.01 The Employer and the Union agree that this Agreement shall cover all employees as defined in Certificate No. C2509-2026 of the Alberta Labour Relations Board as may be amended from time to time.

2.02 The Union recognizes the right of the Employer to hire, promote, demote, transfer, suspend or otherwise discipline and discharge for just cause, any employee, subject to the right of the employee concerned to lodge a grievance in the manner and to the extent herein provided.

2.03 The Union further recognizes the undisputed right of the Employer to operate and manage its business in all respects in accordance with its obligations and to make and alter, from time to time, rules and regulations to be observed by the employee, unless limited by this Agreement.

2.04 The Employer recognizes the Union as the sole and exclusive agent for all employees included within the scope of Certificate No.C2509-2026, issued by the Alberta Labour Relations Board.

2.05 No Union member shall be asked to make a written or verbal agreement covering hours of work, wages, or other conditions of the Collective Agreement, during the life of this Agreement, except as may be approved by the Union. Any such agreement will be deemed null and void upon the request of the Union.

ARTICLE 3 – UNION MEMBERSHIP

3.01 All present employees of the Employer, shall become and remain members in good standing of the Union according to the Constitution and Bylaws of the Union. All new employees shall become and remain members in good standing in the Union within thirty (30) days of employment.

3.02 The Employer shall deduct from every employee any dues, initiation fees, or assessments levied, in accordance with the Union Constitution and Bylaws.

3.03 Deductions shall be made from the first payroll of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month, accompanied by a list of the names, addresses and classifications of each employee plus the amount deducted and wages earned by each employee. At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of Union dues paid by each Union member.

ARTICLE 4 – CLASSIFICATION OF EMPLOYEES

4.01 Regular Employee – A Regular Employee shall be one who has been in the Employer's service for a period of six (6) months and who is employed to fill a regular position.

4.02 Regular Part-Time Employee – A Regular Part-Time Employee shall be one who has been employed to fill a Regular Employee position, but at less than the normal hours of work set out in Article 10 – Hours of Work and Overtime. The benefits and seniority of a Part-Time Employee shall be prorated according to the proportion that their hours of work bear to the normal hours of work.

4.03 Casual Employee – A Casual Employee shall be one who is hired for any reason and shall be paid vacation pay in lieu of vacation. No Casual Employee shall work less than three (3) hours per day. A Casual Employee shall not be hired on a permanent basis to replace a Regular Employee.

4.04 Regular Full-Time Employee – A Regular Full-Time Employee is one that works a minimum of six and one-half (6½) hours per day (thirty-two and one-half (32½) hours per week) on a regular, ongoing basis.

ARTICLE 5 – PROBATIONARY EMPLOYEE

5.01 The Probationary Period shall not exceed six (6) months. However, the Employer and the Union may mutually agree in writing to extend the Probationary Period by a period of two (2) months.

5.02 During the Probationary Period, employees shall be entitled to all rights and benefits of the Collective Agreement except the Grievance Procedure.

5.03 A Probationary Employee, who is for any reason absent from a scheduled work period, may have their Probationary Period extended by a period equal to the number of absenteeism days.

ARTICLE 6 – SENIORITY

6.01 Seniority is defined as the length of service in the Bargaining Unit.

6.02 Benefits and seniority for a Regular Full-Time or Part-Time Employee shall commence from the initial date of employment.

6.03 Any leave of absence of more than twenty (20) working days or one (1) calendar month, shall not be counted toward the determination of the seniority of any employee.

6.04 In the event a Casual Employee becomes a Regular Full-Time or Part-Time Employee, their seniority shall date from the commencement of their continuous employment.

ARTICLE 7 – PROMOTIONS AND TRANSFERS

7.01 If an employee is promoted to a position covered by the Union's certificate, then the promoted employee shall be considered to be on a Trial Period for two (2) months in the new position. Should this employee be unsatisfactory in the new position, the employee will revert to their former position and wage rate.

7.02 In the transfer or promotion of employees, seniority will be the deciding factor from the qualified applicants.

7.03 (a) Prior to an open competition, vacant positions outlining qualifications and responsibilities for the position will be posted in all schools and the website of the Division for a period of not less than five (5) working days to provide an opportunity for Regular Employees to apply for the position.

(b) A Regular Employee who is the successful applicant on a posting shall be considered on a Trial Period in the new position for a maximum of two (2) months worked following the date of appointment.

(c) During this Trial Period, the employee may choose to return or the Employer, at its sole discretion, may return the employee to their former position and basic rate of pay without loss of seniority.

7.04 The Employer shall notify the Union via email of all postings, and of the name of the successful applicant appointed to a vacant or newly created position.

ARTICLE 8 – REDUCTION IN STAFF

8.01 Both Parties recognize that job security shall increase in proportion to the length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their Bargaining Unit-wide seniority.

8.02 Employees shall be recalled in the order of their seniority. Employees shall have the option of staying on the recall list if the recall is for a school that the employee does not want to work at for reasons of travel.

8.03 No new employees shall be hired until those laid off have been given an opportunity of recall.

8.04 The Employer agrees that there will be no contracting out of schools currently staffed by employees covered by ALRB Certificate C2509-2026, as may be amended from time to time by the Alberta Labour Relations Board.

ARTICLE 9 – RE-ENGAGEMENT OF FORMER EMPLOYEES

9.01 When an employee leaves the Employer's service and is later re-engaged, the employee's seniority and other benefits shall date only from the time of their re-engagement.

ARTICLE 10 – HOURS OF WORK AND OVERTIME

10.01 The Employer shall be free to fix the daily hours of work for each employee provided, however, that the work schedule does not exceed eight (8) hours in a day or forty (40) hours in one (1) week with a period of forty-eight (48) hours off each weekend.

10.02 There shall be one (1) fifteen (15) minute rest period in each four (4) hour shift.

10.03 The normal days of work shall be from Monday to Friday unless otherwise mutually agreed to by the Superintendent, or designate, and the Union. The employee may work on Saturday or Sunday and take alternate days off.

10.04 All requests for overtime must have prior approval of the Superintendent or designate, and shall be paid in accordance with the Alberta *Employment Standards Code*. Overtime shall only be paid for hours worked in excess of eight (8) hours per day or forty (40) hours per week.

10.05 An employee who is called back to work outside their regular working hours shall be paid at one and one-half times (1½x) their regular hourly rate. The employee shall be paid from the time they leave their home to report for duty until the time they arrive back upon proceeding directly from work.

10.06 No employee shall be required to take time off in lieu of overtime, unless otherwise mutually agreed to by the Superintendent, or designate, at the equivalent overtime rate.

10.07 Hours of work shall be posted by the Superintendent or designate in each school for all employees covered by this Agreement.

ARTICLE 11 – ANNUAL VACATION

11.01 Employees are entitled to Annual Vacation earned every month as calculated on June 30th of each year in accordance with the following schedule:

During the first year of service	one (1) day vacation for each month employed (maximum 10 days)
Upon completion of one (1) year of service	fifteen (15) days of Annual Vacation with pay.
Upon completion of five (5) years of service	twenty (20) days of Annual Vacation with pay.
Upon completion of twelve (12) years of service	twenty-five (25) days of Annual Vacation with pay.
Upon completion of eighteen (18) years of service	thirty (30) days of Annual Vacation with pay.

11.02 (a) Employees shall advise the Employer of their vacation requests by May 1st of each year. Where an employee submits their vacation preference by May 1st of that year, the Employer shall respond to the vacation request by May 30th of the same year.

(b) If by May 30th, the employee has not submitted a written schedule of intended vacation time for approval, the Superintendent or designate may allot vacation time.

(c) Any prior accumulated carryover days must be included in the vacation schedule. In exceptional circumstances, a maximum of five (5) days of unused paid vacation may be carried over and used the next year, as approved by the Superintendent, or designate.

11.03 Employees may be allowed to take their vacation in two (2) periods, subject to adequate replacement and Superintendent, or designate approval.

11.04 Annual Vacation will be determined by anniversary date. The anniversary date shall be defined as the date of hire. The date of hire shall determine when the employee begins to accrue vacation. The anniversary date shall determine when the employee has completed the years of service in the above noted schedule.

11.05 The Employer may provide additional casual help during the summer months where major renovations take place and it is requested and approved by the Superintendent or designate.

11.06 No additional Casual Employees will be hired to assist with the normal summer cleaning.

11.07 Employees shall receive an amount equal to their accumulated vacation entitlement upon termination of employment.

ARTICLE 12 – LEAVE OF ABSENCE

12.01 All leaves of absence shall be without pay unless otherwise provided by the Employer.

12.02 Application for leave of absence when not in excess of two (2) days, may be granted at the discretion of the Director of Facilities or designate.

12.03 An employee who is absent for more than two (2) days, without prior notification to the Superintendent, or designate, shall notify the Superintendent, or designate as soon as possible or within seventy-two (72) hours or shall be considered to have terminated their employment.

12.04 Any leave of absence in excess of twenty (20) consecutive working days shall advance the employee's wage anniversary date accordingly. Employees shall not be given benefits of any kind during leaves of absence.

12.05 Maternity, Parental and Adoption Leave

(a) Maternity, Parental and Adoption Leave shall be granted in accordance with the provisions set out by the Alberta *Employment Standards Code*. Employees on such leave shall maintain their accrued seniority during such leave provided they remain members in good standing of the Union.

(b) When an employee applies for such leave, the position shall be posted as a Term Position for the length of the leave. If the employee does not return and resigns following the leave, the position will be reposted as a Permanent Position.

(c) When an employee decides to return to work, they shall provide the Employer with the required notice set out by the Alberta *Employment Standards Code*. On return from the leave, the employee shall be placed in their former position. If the former position no longer exists, they shall be placed in a position in their department of equal classification and level.

(d) Should an internal applicant be awarded the Term Position, they shall revert to their former position at the expiration of the leave. If the former position no longer exists, the employee may exercise their layoff rights in accordance with this Collective Agreement.

(e) In the event that an internal applicant vacates the Term Position of their own volition, then they forfeit the right to revert under (d).

(f) Any other filling of Term Positions as a result of movement within the Bargaining Unit due to the leave granted under Clause 12.05, shall be treated in the same manner.

(g) If an external applicant is awarded the Term Position, they shall be deemed to be laid off in accordance with this Collective Agreement at the expiration of the Term Position.

12.06 Employees may be allowed leave of absence without pay in the following instances:

(a) To attend educational courses, conferences, business of the Union and National and Division Conventions of the Canadian Union of Public Employees;

(b) For elected officers to attend the National and Division meetings of the Canadian Union of Public Employees.

12.07 Paid Bereavement Leave

(a) An employee shall be granted up to five (5) regularly scheduled workdays leave without loss of pay and benefits in the case of the death of a parent, wife, husband, common-law spouse, brother, sister, child, mother-in-law, father-in-law.

(b) An employee shall be granted up to three (3) regularly scheduled workdays leave without loss of pay and benefits in the case of the death of a sister-in-law, brother-in-law, grandparent, grandchild or any other member of the employee's household.

(c) In all the above cases, where the burial occurs outside a five hundred (500) kilometre radius, one way, an additional two (2) days travelling time may be granted.

12.08 Critical Illness Leave

(a) Critical Illness is defined as a life-threatening situation that may or may not lead to death. The situation must have the element of crisis involved, and an emergency will likely be inherent. The situation must be such that death could or does occur, and inherent must be a turning point in the situation in which a person could live or die.

(b) An employee shall be granted up to five (5) regularly scheduled workdays leave without loss of pay and benefits in the case of critical illness of a parent, wife, husband, common-law spouse, brother, sister, child, mother-in-law, father-in-law.

(c) An employee shall be granted up to three (3) regularly scheduled workdays leave without loss of pay and benefits in the case of critical illness of a sister-in-law, brother-in-law, grandparent, grandchild or any other member of the employee's household.

12.09 Jury Duty

(a) Paid leave shall be granted to any employee required to be a witness or juror by any body in Canada with powers of subpoena.

(b) The employee shall notify the Employer as soon as possible or within seventy-two (72) hours upon receipt of notification that the employee will be required to attend court and present proof of service requiring attendance provided any stipend by the court is turned over to the Employer.

(c) Where an employee is required by law to appear before a court of law for reasons other than those stated above, the employee shall be granted a leave of absence without pay.

12.10 Personal Leave

(a) An employee shall earn two (2) non-accumulative Personal Leave days, with pay and benefits, per school year (September 1st through to August 31st) on a prorated basis for reasons not otherwise provided under this Agreement, and, one (1) day with deduction equivalent to the cost of a casual replacement which will be applied to the employee's wage.

(b) The leave will be granted or denied based on operational needs, however such leave will not be unreasonably withheld.

(c) Personal Leaves that are not yet earned, may be requested and require approval from the Associate Superintendent, to be used.

ARTICLE 13 – STATUTORY HOLIDAYS

13.01 The following are considered Statutory Holidays:

(a) New Year's Day
(b) Family Day
(c) Good Friday
(d) Easter Monday,
(e) Victoria Day,

(f) Canada Day,

(g) Civic Holiday,

(h) Labour Day,

(i) Thanksgiving Day,

(j) Remembrance Day,

(k) Christmas Day,

(l) Boxing Day

and all other days proclaimed by The Northern Lights School Division, the Province of Alberta or the Dominion of Canada, shall be considered "Statutory Holidays".

13.02 When the Statutory Holidays designated in Clause 13.01 fall on an employee's day off and such day is not worked, the employee shall be granted a day off with regular pay in lieu of the Statutory Holiday on the following working day if the schools are not in session, or a day shall be added to the Annual Vacation if they are in session.

13.03 An employee shall receive Statutory Holidays designated in Clause 13.01 with pay at the regular rate.

13.04 An employee will not work on a Statutory Holiday.

ARTICLE 14 – SICK LEAVE

14.01 All employees shall be entitled to accumulate sick leave at a rate of two (2) days per month to a maximum of one hundred and five (105) days of the normal hours of work.

Immediate supervisor shall mean: the school Principal and/or designate of the Employer.

14.02 Employees reporting off sick must endeavour to do so to their immediate supervisor as early as possible before the commencement of their duties so that a replacement can be arranged for, or the duties reassigned by their immediate supervisor. Failing to do so, the employee will be considered absent from duty, without pay.

14.03 If an employee is sick prior to or immediately after days off duty, a physician's statement may be required at the request of the Superintendent, or designate.

14.04 Employees who are unable to report for work due to injury or illness should notify their immediate supervisor as soon as possible. When possible, the employee shall endeavour to contact their immediate supervisor on each additional day of absence of up to three (3) days.

14.05 If an employee is absent for one (1) or more consecutive days due to illness or injury, a physician's statement may be required. The Employer will reimburse the cost of obtaining this physician's statement.

14.06 No benefits are payable under this Article with respect to any compensable sickness or injury or for any illness or injury ceasing to be compensable unless the employee's attending physician states in writing that the employee is not ready to return to work.

14.07 Any employee returning from a long-term leave of absence in excess of twelve (12) months duration may be assigned to a position and/or Division school other than previously assigned within a twenty-five (25) kilometre radius.

14.08 Employees who are covered by the Alberta School Employee Benefit Plan (ASEBP) and who become eligible for receipt of Extended Disability benefits as provided for in the Plan will not be entitled to receive cumulative sick leave benefits.

14.09 After thirty (30) days of employees being covered by ASEBP and who become eligible for receipt of Extended Disability benefits as provided for in the Plan will not be entitled to receive cumulative vacation credits for the duration of their leave.

14.10 If an employee returns to work following a period of disability during which Extended Disability benefits are paid, and within six (6) months must cease work because of the same disability condition, benefits will recommence without an elimination period, subject to the approval of ASEBP. Medical evidence must be submitted supporting the recurrence of disability.

14.11 When an employee is required to travel outside the boundaries of The Northern Lights School Division for the purpose of medical referral and/or treatment for themselves and is unable to schedule such time outside their work hours, they shall have the right to utilize sick leave credits for such absence, providing the employee notifies their immediate supervisor as soon as possible in advance of the appointment and provided, that the employee submits satisfactory proof of attendance of such appointment when required by the Superintendent, or designate to do so.

14.12 (a) A position made vacant due to an employee being on Extended Disability may be posted and filled after a two (2) year duration.

(b) The employee returning from Extended Disability will be considered on a layoff without wages and benefits and if deemed medically fit to return to duties will be placed on a recall list with seniority being the deciding factor as to placement when a position becomes available.

(c) Such employee shall be entitled to work as a Casual Employee without loss of recall to their former status.

14.13 An employee shall be entitled, with prior notification to their immediate supervisor, to use a maximum of three (3) accumulated sick leave days per annum to care for a member of their household who is ill and/or requires medical treatment. The employee's accumulated sick leave shall be adjusted accordingly.

14.14 Subsequent to ninety (90) calendar days of continuous leave due to medical reasons, an employee shall revert to Extended Disability benefits subject to the approval of the ASEBP.

ARTICLE 15 – DISPUTE RESOLUTION

15.01 If an employee has concerns with the application, operation or alleged violation of the Collective Agreement, the employee, with or without a Union representative, will present those concerns to the Employer representative involved. If a satisfactory result is not achieved, the Union may file a grievance in accordance with Clause 16.03.

ARTICLE 16 – GRIEVANCE PROCEDURE

16.01 If any differences concerning the interpretation, application, operation or any alleged violation of this Agreement arise between the Employer and its employees, the alleged violation shall be dealt with as follows:

16.02 Step 1

An employee who has a grievance may, with or without a Union representative, verbally present it to their School Administration (Principal or Assistant Principal). The School Administration shall provide a verbal and written reply within three (3) days exclusive of Sundays, Saturdays and Statutory Holidays.

16.03 Step 2

In the event that the grievance is not satisfactorily adjusted by the School Administration, the Union may, in an attempt to remedy the grievance, submit to the Superintendent, or designate within fifteen (15) calendar days of the date they first became aware of, or reasonably should have become aware of the occurrence or in any event no later than thirty (30) calendar days of such occurrence, a full and complete disclosure in writing of all facts pertaining to the alleged violation together with all supporting evidence.

16.04 Step 3

In the event that the grievance is not settled within fifteen (15) days after submission of the grievance to the Superintendent, or designate, the Superintendent, or designate will establish a committee and shall meet within twenty (20) working days of the submission to consider the case at which time the Union may make a representation on behalf of the employee. The decision of the Superintendent or designate will be sent to the Union and the employee within three (3) working days after the hearing.

16.05 Step 4

If the Union is not satisfied with the decision of the Superintendent, or designate, the Union may submit the matter to a grievance arbitration panel provided, however, that the Union shall take such action and notify the Superintendent, or designate within twenty (20) working days of the decision of the Superintendent, or designate or its committee set out in Clause 16.04.

A grievance cannot, under any circumstances, be submitted to any grievance arbitration panel unless such notice is given to the Superintendent or designate within the time stipulated.

16.06 Subject to the provisions of Clause 16.05, the procedure to be followed by the grievance arbitration panel shall be as set out in the Alberta *Labour Relations Code*.

16.07 Time limits may be extended by mutual consent.

16.08 Grievances on discipline, suspension or discharge shall be initiated at Step 2 of the Grievance Procedure.

ARTICLE 17 – GENERAL PROVISIONS

17.01 Both the Employer and the Union agree that there shall be no discrimination, interference, restraint or coercion against any employee because of any prohibited grounds as defined by the *Alberta Human Rights Act*, or membership or non-membership or activity in the Union.

17.02 No Union activity shall take place within the Employer's premises without the Employer's written permission and at no time shall any Union activity interfere with or divert an employee from the performance of their regular duties.

17.03 The Employer shall make arrangements for all eligible employees to enter into the Local Authorities Pension Plan (LAPP). An employee shall become eligible for the LAPP in accordance with the provisions of the Plan.

17.04 An employee shall be paid in accordance with the attached Appendix A to this Agreement.

17.05 The pay period shall end at the end of each month. Approximately one-half (½) of the employee's pay will be paid on the fifteenth (15^{th}) of the current month, the balance within five (5) days of the end of the month.

17.06 Employee time sheets shall only be changed by the employee.

17.07 Should an employee terminate their employment, any unearned salary advances may be withheld by the Employer from that employee's final pay statement.

17.08 Labour Management Relations Committee

(a) A Labour Management Relations Committee shall be established consisting of up to three (3) representatives of both the Union and the Employer.

(b) The Committee shall enjoy the full support of both Parties in the interests of improved service to the public and job security for the employees.

(c) The Committee may meet two (2) times per year – October and April.

(d) The Committee shall meet upon request of either Party and the meeting shall be held within two (2) weeks of notice being given.

(e) The Party giving notice to meet shall include the items they wish to discuss and the other Party shall respond prior to the meeting with any items they may wish to discuss.

(f) An agenda shall be struck from the items submitted and circulated one (1) week in advance of the meeting.

ARTICLE 18 – DISMISSALS AND TERMINATIONS

18.01 Except in cases when the Employer considers that an employee's conduct warrants immediate dismissal, the practice shall be to warn the employee in writing, and a copy of the warning must be filed with the Union.

18.02 Should an employee be dismissed, suspended, laid off, or demoted and it is later established that such dismissal, suspension, layoff or demotion was without just cause or not in accordance with the provisions of this Agreement, the employee shall be compensated for net loss of earnings and reinstatement of benefits and seniority suffered by reason of such dismissal, suspension, layoff or demotion, subject to the findings of the Grievance Board.

18.03 No Regular Employee shall be laid off or discharged without thirty (30) days' notice by the Employer. No regular employee will terminate their employment with the Employer without giving thirty (30) days' notice to the Employer.

18.04 The Superintendent, or designate, may suspend or warn any employee for a cause deemed sufficient, pending review by the Employer and subject to the Grievance Procedure.

ARTICLE 19 – BENEFITS

19.01 Alberta School Employee Benefit Plan

(a) If enrollment is satisfactory to the insurers, the Employer will contribute one hundred percent (100%) of the total monthly benefit premiums and make available and administer the Alberta School Employee Benefit Plan (ASEBP) which provides:

(i) Life, Accidental Death and Dismemberment Insurance (Pay Code: ASL)

(ii) Extended Disability Insurance (Pay Code: ASD)

(iii) Extended Health Care (Plan 1) (Pay Code: EHC)

(iv) Dental Care (Plan 3) (Pay Code: DEN)

(v) Vision Care (Plan3) (Pay Code: VIS)

(b) An employee working less than a Full-time Equivalent (FTE) shall receive contributions from the Employer toward premiums for the various ASEBP insurance and health plans in Sub-clause (a) calculated on the basis of Full-time Equivalency (FTE) X rate X the premium amount.

19.02 Enrollment in ASEBP by employees shall be on a voluntary basis.

19.03 Alberta Health Care

(a) The Employer agrees to contribute one hundred percent (100%) of the total monthly premium for Alberta Health Care (Pay Code: AHC) on behalf of each participating employee unless coverage is provided to the employee by a spouse.

(b) An employee working less than a Full-time Equivalent (FTE) shall receive contributions from the Employer toward premiums for Alberta Health Care calculated on the basis of Full-time Equivalent (FTE) X rate X the premium amount.

19.04 Health Spending Account

(a) The Employer will establish for each eligible employee a Health Spending Account (HSA) for the use of the eligible employee, their spouse and dependents, and administered by ASEBP, which adheres to Canada Revenue Agency (CRA) and the *Income Tax Act* requirements.

(b) Eligible employees are employees that qualify for benefits through ASEBP and must be hired by November 1st of each school year to qualify for that school year's HSA.

(c) Employees hired after November 1st of a school year will not be eligible for the HSA until September 1st of the following school year.

(d) The Employer will contribute seven hundred and twenty-five dollars ($725.00) per year for each eligible employee to their HSA, and will continue to do so for the duration of this Agreement.

(e) The unused balance will be carried forward to the extent permitted by the CRA.

(f) Employees leaving the employ of the Employer for any reason will forfeit any remaining balance.

(g) The HSA will expand to include "Wellness" effective September 1, 2026.

ARTICLE 20 – DURATION

20.01 This Agreement shall be in force and effect as of the 1st day of September, 2021 and continue in full force and effect through the last day of August, 2028.

20.02 Either Party desiring to amend or terminate this Agreement shall give notice in writing to the other Party not less than sixty (60) days or not more than one hundred and twenty (120) days immediately preceding the expiration date of this Agreement. Such notice shall include a reference and details of each item which the Party serving notice desires to discuss.

20.03 Any changes to this Agreement, if necessary, may be made at any time by mutual consent by the Employer and the Union.

20.04 (a) If notice to commence bargaining to amend or to negotiate a new Agreement has been given by either Party prior to the expiration date, this Agreement shall remain in full force and effect during any period of negotiations, even though such negotiations extend beyond the expiration date, until fourteen (14) days after the date fixed for the taking of a vote of the employees on the acceptance or rejection of an award of a Mediation Board, under the provisions of the Alberta *Labour Relations Code*.

(b) Any conclusions reached in the foregoing negotiations shall be made retroactive to the said anniversary date or the termination date.

(c) Retroactive pay will be paid to all employees who are on the payroll on the day of ratification. Retroactive payment for all hours paid will be made as soon as practicable following the date of ratification of this Collective Agreement.

20.05 During the life of this Agreement, or while either Party is under notice, or while negotiations for a further Agreement are in progress, there shall be no strikes or stoppages of work on the part of the employees, nor any lockout on the part of the Employer.

ARTICLE 21 – RESTRICTIONS ON CONTRACTING OUT

21.01 The Union recognizes the right of the Employer to contract out services providing, however, by so doing no employee actively employed at the date of the signing of this Agreement shall suffer any loss of employment or reduction in hours of work.

ARTICLE 22 – CRIMINAL RECORD CHECK

22.01 Any new employee shall undergo a criminal record check and to pay any and all costs associated with carrying such criminal record check.

22.02 Application for a criminal record check shall be made at the time of execution of this Agreement or as soon thereafter as is possible, and in any event, no later than two (2) weeks after execution of this Agreement.

22.03 In the event that:

(a) the employee fails to make application for a criminal record check within the prescribed period; or

(b) the results of a criminal record check reveal a conviction for an offence, which, in the opinion of the Employer, or its delegate, raises concerns about the health, safety or welfare of students, staff or volunteers, or, in the opinion of the Employer or its delegate, may bring the reputation of the Employer into disrepute; then,

this shall be considered just cause for termination of the employment contract between the employee and the Employer.

Signed on September 15, 2026

Signed on behalf of The Northern Lights School Division

Jimmi Lou Irvine
Jimmi Lou Irvine (Sep 23, 2026 16:34:03 MDT)

Jimmilou Irvine, Superintendent

Jeannine Dallaire
Jeannine Dallaire (Sep 16, 2026 10:23:08 MDT)

Jeannine Dallaire, Director of Learning - People Services

Karen Packard (Sep 22, 2026 13:40:16 MDT)

Karen Packard, Board Chairperson

Signed on behalf of the Canadian Union of Public Employees, Local 2559

Danielle Danis (Sep 15, 2026 14:20:00 MDT)

Danielle Danis, President

[illegible]nett (Sep 15, 2026 14:14:54 MDT)

Laura Bennett, Unit Vice President

Stephanie Lustig, National Representative

APPENDIX A

WAGE GRIDS

September 1, 2021 – August 31, 2028

	Sept. 1, 2023		**Feb. 1, 2024**		**Sept. 1, 2024**	
	1.25%		1.50%		3%	
	Start	1 Year	Start	1 Year	Start	1 Year
Head Custodian	$23.35	$25.21	$23.70	$25.59	$24.41	$26.36
Custodian	$21.12	$23.00	$21.44	$23.35	$22.08	$24.05

	Sept. 1, 2025		**Sept. 1, 2026**		**Sept. 1, 2027**	
	3% or $1.25 per hour, whichever is greater		3%		3% or $1.25 per hour, whichever is greater	
	Start	1 Year	Start	1 Year	Start	1 Year
Head Custodian	$25.66	$27.61	$26.43	$28.44	$27.68	$29.69
Custodian	$ 23.33	$25.30	$24.03	$26.06	$25.28	$27.31

(a) An Assistant Custodian relieving a Head Custodian shall be paid at the starting salary (zero (0) years' experience level) of the Head Custodian position rate until they have served in this capacity for one (1) full year at which time they shall be paid at the maximum Head Custodian rate of pay. No adjustment will be made to the salary rate of an Assistant Custodian who relieves the Head Custodian for a period of five (5) or less consecutive working days.

(b) When an Assistant Custodian is earning the maximum rate and applies and is successful for a Head Custodian position, they shall serve a Trial Period of six (6) months as per Article 5 and be paid at the starting salary (zero (0) years' experience level). Once the Trial Period has been served, they shall then earn the maximum rate of pay.

(c) Casual Employees will be paid at the Start Rate for Custodian.

LETTER OF UNDERSTANDING # 1

between

THE NORTHERN LIGHTS SCHOOL DIVISION
("Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2559
("Union")

RE: Alberta *Employment Standards Code*

Where Alberta's new *Employment Standards Code* changes have become a higher standard than the Collective Agreement, the higher standard will be recognized.

Signed on September 15, 2026

Signed on behalf of The Northern Lights School Division

Jimmi Lou Irvine
Jimmi Lou Irvine (Sep 23, 2026 16:34:03 MDT)

Jimmilou Irvine, Superintendent

Jeannine Dallaire
Jeannine Dallaire (Sep 16, 2026 10:23:08 MDT)

Jeannine Dallaire, Director of Learning - People Services

Karen Packard (Sep 22, 2026 13:40:16 MDT)

Karen Packard, Board Chairperson

Signed on behalf of the Canadian Union of Public Employees, Local 2559

Danielle Danis (Sep 15, 2026 14:20:00 MDT)

Danielle Danis, President

[redacted]nett (Sep 15, 2026 14:14:54 MDT)

Laura Bennett, Unit Vice President

Stephanie Lustig, National Representative

LETTER OF UNDERSTANDING # 2

between

THE NORTHERN LIGHTS SCHOOL DIVISION
(the "Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2559
(the "Union")

RE: Time off Between Scheduled Shifts and Split Shifts

The Employer and the Union agree to establish a committee of two (2) CUPE representatives and two (2) Employer representatives to review the time off between scheduled daily shifts and the parameters of split shifts.

The Union and the Employer agree to name their representatives within thirty (30) days of ratification of terms.

Signed on September 15, 2026

Signed on behalf of The Northern Lights School Division

Jimmi Lou Irvine
Jimmi Lou Irvine (Sep 23, 2026 16:34:03 MDT)
Jimmilou Irvine, Superintendent

Jeannine Dallaire
Jeannine Dallaire (Sep 16, 2026 10:23:08 MDT)
Jeannine Dallaire, Director of Learning - People Services

Karen Packard (Sep 22, 2026 13:40:16 MDT)
Karen Packard, Board Chairperson

Signed on behalf of the Canadian Union of Public Employees, Local 2559

Danielle Danis (Sep 15, 2026 14:20:00 MDT)
Danielle Danis, President

Laura Bennett (Sep 15, 2026 14:14:54 MDT)
Laura Bennett, Unit Vice President

Stephanie Lustig, National Representative

LETTER OF UNDERSTANDING # 3

between

THE NORTHERN LIGHTS SCHOOL DIVISION
(the "Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2559
(the "Union")

RE: Appendix A Yearly Increment Wage Increases

For the purposes of advancing in the yearly increments for wage increases in accordance with Appendix A, an employee must have worked the equivalent of the regular full-time hours for the Employee Classification they work in for that school year.

Employees who do not work the equivalent full-time hours will have their hours added to the next school year for advancement on the wage grid when they meet the threshold of full-time hours for the Employee Classification they work in.

Employees working in multiple classifications will advance in each Employee Classification's wage grid independently based on their hours of work in that classification.

The annual full-time hours may change from school year to school year based on the school calendar.

Signed on September 15, 2026

Signed on behalf of The Northern Lights School Division

Jimmi Lou Irvine
Jimmi Lou Irvine (Sep 23, 2026 16:34:03 MDT)

Jimmilou Irvine, Superintendent

Jeannine Dallaire
Jeannine Dallaire (Sep 16, 2026 10:23:08 MDT)

Jeannine Dallaire, Director of Learning - People Services

Karen Packard (Sep 22, 2026 13:40:16 MDT)

Karen Packard, Board Chairperson

Signed on behalf of the Canadian Union of Public Employees, Local 2559

Danielle Danis (Sep 15, 2026 14:20:00 MDT)

Danielle Danis, President

[redacted]ett (Sep 15, 2026 14:14:54 MDT)

Laura Bennett, Unit Vice President

Lustig

Stephanie Lustig, National Representative

LETTER OF UNDERSTANDING # 4

between

THE NORTHERN LIGHTS SCHOOL DIVISION
(the "Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2559
(the "Union")

RE: Paydays

In accordance with Clause 17.05 of this Collective Agreement, the Parties agree that the balance of wages paid on the twenty-fifth (25th) of the month in months that have thirty-one (31) days, will not constitute a violation of this Agreement.

Signed on September 15, 2026

Signed on behalf of The Northern Lights School Division

Jimmi Lou Irvine
Jimmi Lou Irvine (Sep 23, 2026 16:34:03 MDT)

Jimmilou Irvine, Superintendent

Jeannine Dallaire
Jeannine Dallaire (Sep 16, 2026 10:23:08 MDT)

Jeannine Dallaire, Director of Learning - People Services

Karen Packard (Sep 22, 2026 13:40:16 MDT)

Karen Packard, Board Chairperson

Signed on behalf of the Canadian Union of Public Employees, Local 2559

Danielle Danis (Sep 15, 2026 14:20:00 MDT)

Danielle Danis, President

[illegible]nett (Sep 15, 2026 14:14:54 MDT)

Laura Bennett, Unit Vice President

Stephanie Lustig, National Representative

LETTER OF UNDERSTANDING # 5

between

THE NORTHERN LIGHTS SCHOOL DIVISION
(the "Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2559
(the "Union")

RE: Casual Pay Dates

The Parties agree that Clause 17.05 of this Collective Agreement will not apply to Casual Employees.

Casual Employees will be paid on the tenth (10th) of each month, and this practice will not constitute a violation of this Agreement.

Signed on September 15, 2026

Signed on behalf of The Northern Lights School Division

Jimmi Lou Irvine
Jimmi Lou Irvine (Sep 23, 2026 16:34:03 MDT)

Jimmilou Irvine, Superintendent

Jeannine Dallaire
Jeannine Dallaire (Sep 16, 2026 10:23:08 MDT)

Jeannine Dallaire, Director of Learning - People Services

Karen Packard (Sep 22, 2026 13:40:16 MDT)

Karen Packard, Board Chairperson

Signed on behalf of the Canadian Union of Public Employees, Local 2559

Danielle Danis (Sep 15, 2026 14:20:00 MDT)

Danielle Danis, President

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Laura Bennett, Unit Vice President

Stephanie Lustig, National Representative