

# COLLECTIVE AGREEMENT

BETWEEN



**The Board of Trustees of the  
LETHBRIDGE SCHOOL DISTRICT No. 51**

– AND –

**CANADIAN UNION OF PUBLIC EMPLOYEES**  
***CUPE* Local 2843**

September 1, 2017 to August 31, 2020

## TABLE OF CONTENTS

ARTICLE 1 – Term and Effective Date .....	1
ARTICLE 2 – Employees Defined .....	1
ARTICLE 3 – Position Classification and Pay Levels Chart.....	4
ARTICLE 4 – Wages and Salary Schedule .....	4
ARTICLE 5 – Period of Employment, Hours of Work, Rest Periods, Overtime.....	9
ARTICLE 6 – General Holidays .....	10
ARTICLE 7 – Annual Vacation .....	10
ARTICLE 8 – Seniority.....	11
ARTICLE 9 – Vacancies, Appointments, Transfers .....	13
ARTICLE 10 – Termination of Service, Summary Dismissal .....	14
ARTICLE 11 – Sick Leave Payment.....	15
ARTICLE 12 – Personal Leaves of Absence for purposes other than those defined in Article 11 .....	17
ARTICLE 13 – Leave Without Pay .....	19
ARTICLE 14 – Maternity Leave .....	19
ARTICLE 15 – Parental Leave .....	20
ARTICLE 16 – Life Insurance, Extended Disability Benefit, Extended Health Care, Dental, Vision, Employment Insurance and Pension Plans .....	21
ARTICLE 17 – Extended Disability Benefit.....	22
ARTICLE 18 – Union Recognition .....	24
ARTICLE 19 – Management Rights .....	25
ARTICLE 20 – Occupational Health and Safety .....	25
ARTICLE 21 – Notice of Meeting.....	25
ARTICLE 22 – Discrimination and Harassment.....	25
ARTICLE 23 – Grievance Procedures .....	26
ARTICLE 24 – Subrogation .....	27
Letter of Understanding No. 1 – Definition of Annual Hours for purposes of Method of Pay Calculation for Article 4.8.....	30
Letter of Understanding No. 2 – No Contracting-out.....	32
Letter of Understanding No. 3 – Rates of Pay 2019-2020 School Year.....	33
Letter of Understanding No. 4 – Employee Discipline .....	34
Letter of Understanding No. 5 – Staff Safety .....	35
Letter of Understanding No. 6 – Substitute Rate for Educational Assistants .....	36

## COLLECTIVE AGREEMENT

This Collective Agreement made in duplicate 11 day of January 2019.

### **BETWEEN:**

THE BOARD OF TRUSTEES OF LETHBRIDGE SCHOOL DISTRICT No. 51  
(Hereinafter called "The Board" Party of the first Part)

### **AND:**

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 2843  
(Hereinafter called "The Union" Party of the Second Part)

**THE ABOVE-NAMED PARTIES HEREBY AGREE** that, subject to ratification, the following points constitute mutual agreement between the Parties in the current contract negotiations.

### **ARTICLE 1 – Term and Effective Date**

- 1.1 This Collective Agreement shall remain in full force and effect from September 1, 2017 to August 31, 2020.
- 1.2 This Collective Agreement shall continue from year-to-year unless written notice to terminate or amend is served by either Party to the other not more than one hundred and fifty (150) days or less than sixty (60) days prior to the date of expiration of the contract.
- 1.3 Negotiations pertaining to any desired change must be commenced within thirty (30) days after the date of receipt of the notice as mentioned in Article 1.2 above.
- 1.4 The Parties of this Collective Agreement mutually agree to comply with and be governed by the conditions as set out herein, for the purpose of maintaining harmonious relations between the Employer and Employees.

### **ARTICLE 2 – Employees Defined**

- 2.1 Ten (10) month Employees identified as Educational Assistants, shall work not more than 1385 hours per year. Refer to the appropriate Employee calendar provided by Human Resources. This calendar shall include working days identified as professional learning days, parent-teacher conference days, non-work days and school closure days.

Educational Assistants 1.0 FTE shall work not more than 1385 hours per year

- 2.2 Employees identified as Administrative Assistant (Elementary and Middle School), Administrative Support, Advanced Educational Assistant, Career Practitioner, Library Facilitator, and Student Support Worker shall work an approved school calendar. Refer to the appropriate Employee calendar provided by Human Resources. This calendar shall include working days identified as professional learning days, parent-teacher conference days and school closure days.
- (a) Administrative Support (Elementary and Middle School)  
Advanced Educational Support  
Career Practitioner  
Library Facilitator  
Student Support Worker  
1.0 FTE shall work not more than 1467.5 hours per year
  - (b) Administrative Assistant (Elementary School)  
1.0 FTE shall work not more than 1510 hours per year
  - (c) Administrative Assistant (Middle School)  
Administrative Support (High School)  
1.0 FTE shall work not more than 1545 hours per year
- 2.3 Twelve (12) month school-based Employees, Administrative Assistants (High School) will normally work 1752.5 hours per year. Refer to the appropriate Employee calendar provided by Human Resources.
- (a) Administrative Assistant (High School)  
1.0 FTE shall work not more than 1752.5 hours per year
- 2.4 Twelve (12) month school-based Employees, Business Support, will normally work 1827 hours per year. Refer to the appropriate Employee calendar provided by Human Resources.
- (a) Business Support  
1.0 FTE shall work not more than 1827 hours per year
- 2.5 All Central Office/Attwell staff are excluded from this Collective Agreement.

## 2.6 Temporary, Casual and Substitute Employees

### 2.6.1 Temporary Employees shall be defined as follows:

- (a) An Employee hired to replace a Regular Employee who is absent for a period of not less than 90 consecutive calendar days nor more than 365 calendar days.
- (b) An Employee hired for not less than 90 consecutive calendar days in a regular position which has become vacant due to a termination of employment during a school year.
- (c) An Employee hired for a temporary position which has been created during the school year and is not expected to exist longer than the end of the school year.

The Employee appointed under this Article shall be entitled to all rights and benefits of the Collective Agreement, excluding those provisions related to seniority. Temporary Employees shall be placed on the appropriate level of Article 2 as determined by their position assignment.

2.6.2 Casual Employees shall be defined as all other Employees, who have been hired on a day-to-day, week-to-week, or month-to-month basis to perform specific tasks. Employees engaged under this article shall be paid at the rate that is applicable (to the position) for which they have been hired and shall not be entitled to other benefits and rights under the Collective Agreement.

2.6.3 Substitute Employees shall be defined as Employees, who have been hired on a day-to-day, week-to-week, or month-to-month basis to replace absent Employees. Employees engaged under this Article shall be paid the Substitute Daily Rate as per Article 4.3 and shall not be entitled to other benefits and rights under the Collective Agreement.

2.6.4 With respect to the above (2.6.1, 2.6.2, and 2.6.3) such Employees shall not in any way displace Regular Employees nor will they be retained or granted work in preference to Regular Employees who normally perform the work.

### **ARTICLE 3 – Position Classification and Pay Levels Chart**

It is agreed that no positions presently established would be removed from the bargaining unit through collective bargaining negotiations. Any exclusion shall be determined in accordance with the *Alberta Labour Relations Code*.

3.1 Details of Class Specifications including kind and level of work; typical duties which may be assigned; knowledge, abilities and skills required; and desirable education and experience are available on the Lethbridge School District No. 51 website (under Employment Tab).

#### **3.2.1 Effective September 1, 2017**

- Level 1 Educational Assistant – Non-Certified
- Level 2 Educational Assistant – Certified\*  
*(\*Minimum of two (2) years of related post-secondary education)*
- Level 3 Administrative Support  
Library Facilitators
- Level 4 Administrative Assistant  
Advanced Educational Support  
Career Practitioner  
Student Support Worker
- Level 5 Business Support

### **ARTICLE 4 – Wages and Salary Schedule**

4.1 The wages to be paid to all Employees covered by this Collective Agreement shall be in accordance with the wage schedule in force from time-to-time as negotiated by both Parties to this Collective Agreement and shall be paid to the Employees twice monthly, not later than the 15<sup>th</sup> of the month and the last banking day of the month. Casual Employees will be paid on or before the tenth working day of the following month.

4.2 Rates of Pay (inclusive of General Holidays)

September 1, 2017 - 0%

September 1, 2018 - 0%

September 1, 2019 - 0%

Effective September 1, 2017

Educational Assistants (1385 hours per year)							
LEVEL	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
1	\$26,989	\$27,724	\$28,459	\$29,151	\$29,856	\$30,548	\$31,557
2	\$28,689	\$29,410	\$30,130	\$30,851	\$31,615	\$32,335	\$33,632
Library Facilitators (1467.5 hours per year) Administrative Support (Elementary and Middle School)							
LEVEL	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
3	\$31,635	\$32,429	\$33,192	\$34,047	\$34,841	\$35,696	\$37,040
Administrative Support High School (1545 hours per year)							
LEVEL	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
3	\$33,305	\$34,142	\$34,945	\$35,846	\$36,681	\$37,581	\$38,996
Advanced Educational Support (1467.5 hour per year) Career Practitioner Student Support Worker							
LEVEL	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
4	\$34,658	\$35,421	\$36,215	\$37,055	\$37,849	\$38,704	\$40,048
Administrative Assistant (1510 hours per year) (Elementary School)							
LEVEL	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
4	\$35,662	\$36,447	\$37,264	\$38,129	\$38,945	\$39,825	\$41,207
Administrative Assistant (1545 hours per year) (Middle School)							
LEVEL	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
4	\$36,489	\$37,292	\$38,128	\$39,012	\$39,848	\$40,748	\$42,162
Administrative Assistant (1752.5 hours per year) (High School)							
LEVEL	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
4	\$41,389	\$42,301	\$43,248	\$44,251	\$45,199	\$46,221	\$47,825
School Business Support (1827 hours per year)							
LEVEL	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
5	\$44,320	\$45,328	\$46,222	\$47,172	\$48,256	\$49,340	\$51,126

Effective September 1, 2018

CUPE Local 2843 Grids 2018 – 2019

Vacation Pay is paid in addition to salary

Refer to Article 2 for Employees Defined

Educational Assistants							
LEVEL	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
1	\$19.49	\$20.02	\$20.55	\$21.05	\$21.56	\$22.06	\$22.79
2	\$20.71	\$21.23	\$21.75	\$22.28	\$22.83	\$23.35	\$24.28
Library Facilitators Administrative Support (High School)							
LEVEL	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
3	\$21.56	\$22.11	\$22.63	\$23.21	\$23.75	\$24.33	\$25.25
Advanced Educational Support Career Practitioner Student Support Worker Administrative Assistant (Elementary, Middle and High School)							
LEVEL	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
4	\$23.62	\$24.14	\$24.68	\$25.25	\$25.79	\$26.37	\$27.29
School Business Support							
LEVEL	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
5	\$24.25	\$24.80	\$25.29	\$25.81	\$26.41	\$27.00	\$27.98

### 4.3 Substitute Daily Rates

Effective September 1, 2017

Classification	Calculation	Daily rate	Morning rate 55% of .84 FTE	Afternoon rate 45% of .84 FTE
Educational Assistant	\$19.49 x 7 hours = \$136.41 x .84 FTE	\$114.58	\$62.75	\$51.83
Classification	Calculation	Daily rate	Morning rate 55%	Afternoon rate 45%
Administrative Support Library Facilitators	\$21.56 x 7 hours	\$150.90	\$83.00	\$67.90
Administrative Assistant	\$22.93 x 7 hours	\$160.51	\$88.28	\$72.23

Effective February 1, 2018 to August 31, 2018

See Letter of Understanding No. 6

– Union Grievance 2017-2018 Educational Assistants Article 4.3

Effective September 1, 2018

Substitute Pay per Day			
Educational Assistant (Grades 1-12 and District Early Education)	Working 6.5 hours per day	Working 3.5 hours per morning	Working 3.0 hours per afternoon
	\$126.69	\$68.22	\$58.47
Educational Assistant (Kindergarten)	Working 7 hours per day	Working 3.5 hours per morning	Working 3.5 hours per afternoon
	\$136.43	\$68.22	\$68.22
Educational Assistant (Private Preschool)	Working 6 hours per day	Working 3.0 hours per morning	Working 3.0 hours per afternoon
	\$116.94	\$58.47	\$58.47
Administrative Assistant Administrative Support Learning Commons / Library Facilitator District Administrative Support	Working 7.5 hours per day	Working 4 hours per morning	Working 3.5 hours per afternoon
	\$161.70	\$86.24	\$75.46

4.3.1 Substitute Employees are provided two (2) fifteen (15) minute OR one (1) thirty (30) minute unpaid break(s) for shifts that exceed 5 hours per day.

4.4 When a position not covered by the current Collective Agreement is established during the term of this Collective Agreement the rate of pay shall be subject to negotiations between Employer and the Union.

- 4.5 When an Employee is hired on a casual relief basis, that Employee will be paid at the Start Rate for the position for which they are hired.
- 4.6 Employees temporarily transferred to a lower-rated classification shall receive the wage rate of their regular classification. Transfers initiated by an Employee to a lower-rated classification shall receive the wage rate of the lower classification. Employees temporarily transferred to a higher rated classification shall receive the wage rate of the higher classification.
- 4.7 Current Business Support Employees will be grandfathered (wage protection) and eligible for negotiated increases for such times as they remain in their position.
- 4.8 Method of Pay Calculations
- 4.8.1 Ten (10) month Employees will be paid equal monthly payments:  
 $\text{Hourly Rate} \times \text{Employee Annual Hours/Year}^* + \text{Vacation Pay} \div 12$   
 \*Annual Hours per year and are calculated:  
 $\text{FTE} \times \text{Classification Hours (inclusive of General Holidays)}$
- 4.8.2 All other Employees as defined in Articles 2.3 and 2.4 will be paid equal monthly payments:  
 $\text{Hourly Rate} \times \text{Employee Annual Hours/Year}^* \div 12$   
 \*Annual Hours per year are calculated:  
 $\text{FTE} \times \text{Classification Hours (inclusive of General Holidays)}$
- 4.9 Recognition of Experience and Training
- 4.9.1 An Employee's Anniversary Date is the most recent date of commencement of an uninterrupted contract with the Employer excluding those hired under Article 2.6.2 – Casual Employees.
- 4.9.2 Appointees with previous experience may be placed on the schedule in accordance with the judgement as determined by the Superintendent or designate but in no case, shall a new appointee commence at the maximum salary.
- 4.9.3 Change in classification shall be made with the approval of the Employer and in accordance with the job classification plan.
- 4.9.4 An Employee under contract will receive one increment for each year worked. Allowance for experience shall be one Step on the salary grid. These adjustments will be made on the first day of the month following the Employee's anniversary date.
- 4.9.5 Notwithstanding Clause 4.9.4 an Employee under contract whose work schedule is less than 600 regular hours but greater than 500 hours, shall receive one increment for each 2 years of consecutive service.

## **ARTICLE 5 – Period of Employment, Hours of Work, Rest Periods, Overtime**

### **5.1 Period of Employment**

For purpose of this agreement the period of employment shall be defined as the twelve (12) month period beginning September 1<sup>st</sup> and ending August 31<sup>st</sup>.

### **5.2 Hours of Work**

5.2.1 Full-time Employees normally work five (5) days per week, 1.0 FTE in accordance with the Employer's guidelines.

5.2.2 Permanent Part-time Employees with seniority as defined in Clause 2.6.3, normally work five (5) days per week with hours ranging from a, minimum 0.43 FTE to a maximum of 0.99 FTE.

5.2.3 Scheduling of daily hours of work in the schools shall be at the discretion of the Principal and scheduling of hours in the Administration Centre, and Maintenance Building shall be at the discretion of the Superintendent of Schools.

5.2.4 Employees may be subject to recall on those days that school is not in operation excepting Saturdays, Sundays and General or declared holidays.

### **5.3 Rest Periods**

5.3.1 All Employees who work five or more hours per shift shall be permitted two fifteen-minute rest periods per shift without loss of pay. Employees working less than a five-hour shift but more than a three-hour shift will be permitted one fifteen-minute rest period per shift without loss of pay.

### **5.4 Overtime**

5.4.1 If overtime is authorized by the Employer or its designate, the Employee shall be paid at the rate of time and one-half for each hour worked in excess 1.0 FTE.

5.4.2 Notwithstanding Clause 5.4.1, if overtime is authorized by the Employer or its designate, and by mutual agreement between Employer and the Employee involved, time off may be granted at the overtime rate in lieu of cash payment for overtime worked. If no mutual agreement can be reached, cash payment at the overtime rate will be made. This banked time would be used when the impact to students is minimal.

Employees must use this banked time during the current school year accrued or it will be paid out by July 31<sup>st</sup> each year.

Accruing banked time must be pre-approved through the Principal(s) and cannot exceed two (2) days.

## ARTICLE 6 – General Holidays

- 6.1 In addition to the annual holidays, each Employee shall be entitled to the following public holidays:

New Year's Day	August Civic Holiday
Family Day (third Monday in February)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

and any public holiday proclaimed by the Mayor, the Provincial Government, or the Federal Government. The inclusion of Easter Monday as a General Holiday is conditional that there will be no change in the school year as it is presently known. If, in the event that the Easter break is replaced with a fixed spring break, then Easter Monday will not be included.

- 6.2 If a General or declared Holiday falls on an Employee's regular day off an additional day off shall be given, provided that the Federal, Provincial, or Municipal Government has not declared an additional Holiday in lieu thereof.
- 6.3 When a General Holiday occurs during an Employee's vacation, that day shall not be deducted from the Employee's vacation entitlement.

## ARTICLE 7 – Annual Vacation

- 7.1 Employees covered by this agreement shall receive paid vacations in accordance with the following scheduled:

7.1.1 1 – 12 months

At the rate of 1¼ working days for each complete month of service. In the event an Employee leaves before completing twelve months of service, the Employee shall receive vacation with pay at the rate provided for the *Employment Standards Code*.

7.1.2 Commencing the 2<sup>nd</sup> Year

At the rate of 1¼ working days or 6% for each complete month of service. In the event an Employee leaves before completing the second year of service, the Employees' vacation pay shall be prorated based upon the anniversary date.

7.1.3 Commencing the 7<sup>th</sup> Year

At the rate of 1.67 working days or 8% for each complete month of service. In the event an Employee leaves before completing the seventh year of service, the Employee's vacation pay shall be prorated based upon the anniversary date.

**7.1.4 Commencing the 16<sup>th</sup> Year**

At the rate of 2.08 working days or 10% for each complete month of service. In the event an Employee leaves before completing the sixteenth year of service, the Employee's vacation pay shall be prorated based upon the anniversary date.

**7.1.5 Commencing the 20<sup>th</sup> Year**

At the rate of 2.29 working days or 11% for each complete month of service. In the event an Employee leaves before completing the 20<sup>th</sup> year of service, the Employee's vacation pay shall be pro-rated based upon the anniversary date.

**7.1.6 Commencing the 25<sup>th</sup> Year**

At the rate of 2.5 working days or 12% for each complete month of service. In the event an Employee leaves before completing the 25<sup>th</sup> year of service, the Employee's vacation pay shall be pro-rated based upon the anniversary date.

7.2 Vacation Year is the period July 1<sup>st</sup> to June 30<sup>th</sup>.

7.3 Unless otherwise authorized by the Employer or its designate, annual vacation will be taken during the summer recess.

7.4 An Employee whose vacation leave is disrupted by their own illness or injury which requires hospitalization, after their vacation has begun, shall be entitled to reschedule or extend their vacation for the period of the disability, providing that the nature and period of the disability is substantiated by a doctor's certificate.

## **ARTICLE 8 – Seniority**

**8.1 Seniority Defined**

Seniority is defined as the length of continuous service with the Employer and shall be used as one consideration in determining preference or priority in promotions, transfers, demotions, lay-offs, and recall. Seniority shall operate on a bargaining-unit-wide basis, provided that ability and qualifications are equal.

8.2 The seniority of an Employee shall be established from the date the Employee first entered the service of the School District.

8.3 8.3.1 Educational Assistant and Advanced Educational Support Employees who have been appointed under a temporary contract for three (3) consecutive years (or more) based on the approved calendars each year shall obtain seniority pursuant to Article 8. There must be no break in service past September 30<sup>th</sup> as long as the Employee was actively seeking employment. These Employees will be guaranteed a minimum of 0.43 Full-time Equivalent (FTE).

- 8.3.2 Effective September 1, 2019, Educational Assistant and Advanced Educational Support Employees who have been appointed under a temporary contract for two (2) consecutive years (or more) based on the approved calendars each year shall obtain seniority pursuant to Article 8. There must be no break in service. These Employees will be guaranteed a minimum of 0.43 Full-time Equivalent (FTE).
- 8.4 In the event of reduction of staff, seniority shall govern with the Employee who has the least seniority being laid-off first.
- 8.5 Employees shall be recalled in the order of their seniority provided they qualify for the position. No new Employees shall be hired until those laid-off have been given an opportunity of recall.
- 8.6 Notwithstanding the above, due to the nature of the work performed and its responsibility to the pupils, the Employer must have the final decision as to which Employees have the required skills, aptitudes, and abilities to perform the necessary functions in order to maintain a high quality of service to pupils. If the Employer considers Employees relatively equal in their ability to provide the required standard of service to the school, or office, seniority shall govern in determining the order in which Employees are to be considered for new positions, vacancies, promotions, demotions, lay-offs, and recall.
- 8.7 The Employer agrees to prepare and mail to the Secretary of the Union, not later than January 31<sup>st</sup> of each year, or such time as may be mutually agreed upon, a list of names of all Employees, showing their classification, rate of pay and seniority standing, the latter being open to protest by Employees for thirty (30) days from the date of the submission.
- 8.8 Upon proof of error being established by a Union Representative, correction shall immediately be made. The Employer will supply the Union with a copy of the Seniority List and corrections hereto.
- 8.9 An Employee shall not lose seniority rights if absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer.
- 8.10 An Employee shall only lose seniority in the event:
- 8.10.1 The Employee is discharged for just cause and is not reinstated.
  - 8.10.2 The Employee resigns in writing and does not withdraw within two days.
  - 8.10.3 The Employee is absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer unless such notice was not reasonably possible.
  - 8.10.4 The Employee fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so,

unless through sickness, or other just cause. It shall be the responsibility of the Employee to keep the Employer informed of current addresses.

An Employee recalled for casual work or employment of short duration at a time when employed elsewhere shall not lose recall rights for refusal to return to work.

8.10.5 The Employee is laid-off for a period longer than two years.

## **ARTICLE 9 – Vacancies, Appointments, Transfers**

### **9.1 Vacancies**

9.1.1 When a new position or vacancy occurs, it shall be posted for a minimum of five (5) working days. All Employees covered by this agreement shall be notified of postings via electronic mail and it shall be the duty and responsibility of the Administrative Assistant and the District Administrative Assistant or designate to ensure that notices are properly posted. Awarding of positions shall be communicated through electronic mail and posted by the Administrative Assistants and the District Administrative Assistants or designate, with an electronic copy to the Secretary of the Union. The posting of casual positions shall not be required. This clause shall not be construed to mean that temporary positions established for the commencement of a school year must be posted.

The Employer recognizes the problems associated with the posting of notices of vacancy during the summer vacation period. Where, in the opinion of the Employer, it is desirable to fill a vacancy during the summer vacation, notices of vacancy shall be mailed to the homes of all Employees who are on staff as of the last school day of the preceding June.

9.1.2 Any interested Employees must submit their application for the position advertised by the date specified in the notice using the District Job Posting System.

9.1.3 Outside advertising for a posted position may be placed concurrently with internal postings. External applications will not be considered until the internal applications of Employees have been received and reviewed by the Human Resources Department and the list of internal applicants weighted and considered.

9.1.4 A present Employee, temporarily appointed by the Employer to replace and perform the majority of the duties assigned to a higher-class level Employee for a minimum period of three (3) consecutive work days shall receive the higher rate of pay for that level.

## 9.2 Appointments

9.2.1 The following conditions shall apply to all new Employee(s):

9.2.1.1 Each new Employee will be required to serve a minimum of one (1) full year probationary period from date of appointment and the Employer reserves the right to terminate the services of any Employee at any time during the probationary period.

9.2.1.2 In circumstances where a new Employee has not met the duties of the position within the one (1) full year probationary period, the Employer may grant an extension up to one (1) additional year probationary period and the Employer reserves the right to terminate the services of any Employee at any time during this second probationary period.

9.2.1.3 Each new Employee will be required to produce a satisfactory criminal record check, child welfare check and certificate of health prior to commencing work in a Casual, Temporary, Permanent Part-time or Full-time position.

9.2.2 A six (6) month review period shall be served by a Permanent Part-time or Full-time Employee who has received a promotion from one Permanent position to another Permanent position. Should the Employee be unsuccessful upon the completion of the six (6) month review period, such Employee will be returned to their previous classification within the District.

## 9.3 Transfers

9.3.1 The Employer reserves the right to transfer any Employee to a position of lesser responsibility and remuneration for just cause.

## **ARTICLE 10 – Termination of Service, Summary Dismissal**

### 10.1 Employee Notice

Each Employee will be expected to give the Employer reasonable notice, of termination of service as per *Alberta Employment Standards*.

#### Employer Notice

The Employer shall give the Employee reasonable notice of termination of service as per *Alberta Employment Standards*.

### 10.2 Retroactive Pay for Terminated Employees

An Employee who has severed his employment with the Employer shall be eligible for all retroactivity for each day worked of any increase in wages, salaries or other prerequisites, provided the Employee applies to the Board in writing within a sixty (60) day period and the Employee has worked a minimum of twenty (20) calendar days in the current year.

**10.3 Summary Dismissal**

Any Employee may be summarily dismissed by the Employer for any conduct that, in the opinion of the Employer, is detrimental to the welfare of the school or its occupants. If so dismissed, the Employee shall have the right to appeal to the Executive of the Union, which will then take whatever action, if any, it deems advisable.

10.4 An Employee shall have the right to have a Local Union Officer present at the discussion of the written disciplinary notice with the Employer.

**ARTICLE 11 – Sick Leave Payment**

11.1 In the first year of service with the Employer, the Employee shall be granted a maximum of ten (10) days of sick leave for the purpose of obtaining necessary medical or dental treatment for accident, sickness, disability, or quarantine.

After the sick leave has been depleted, no further payment shall be made. After ninety (90) calendar days of continuous absence due to medical disability the Alberta School Employee Benefit Plan shall take effect for those Employees who are covered by the Alberta School Employee Benefits Plan (ASEBP).

11.2 Commencing the second year of employment, after ninety (90) calendar days of continuous absence due to medical disability, no further salary shall be paid. The Employee will make written application to the District benefit plan for extended disability benefits for those Employees who are covered by the Alberta School Employee Benefits Plan. Benefit and Pension coverage will terminate if payments are not kept up-to-date with the District for a period of two (2) months or more provided the District has given reasonable notice to the Employee that they are in arrears and that payment must be made forthwith.

11.3 An Employee who has been absent due to medical disability, upon return to full-time duty, shall be entitled to an additional sick leave benefit in the current year of ninety (90) calendar days, unless the Employee becomes eligible to receive benefits from the Alberta School Employee Benefit Plan – Extended Disability Benefit prior to the expiration of the additional ninety (90) day period.

11.3.1 The Employee shall make every reasonable effort to complete the application for Extended Disability Benefits in an expeditious manner.

11.3.2 Until ASEBP makes a determination regarding the application, the Employee shall be paid under the provisions of Article 11.3.

11.3.3 In the event that the Employee's application is accepted by ASEBP, the Employee shall repay forthwith monies paid to the Employee by the Member Employer for the period approved for coverage by ASEBP.

- 11.4 When an Employee leaves the employ of the Employer all sick leave shall be cancelled.
- 11.5 Before any payment is made under the foregoing regulations, the Employee shall provide:
- 11.5.1 A declaration form to be provided by the Employer where the absence is for a period of three (3) days or less.
  - 11.5.2 A certificate signed by a qualified medical or dental practitioner recognized by Alberta Health Care Plan where the absence is for a period of over three (3) days.
  - 11.5.3 When the sickness extends for a period of over one month, the Employee may, at the discretion of the Employer, be called upon to furnish a further medical certificate at the end of each month during the duration of the sickness.
  - 11.5.4 At the discretion of the Employer, an Employee may be required to submit to an examination by an Alberta Health authority at any time, costs to be borne by the Employer.

11.6 Worker's Compensation

If an Employee covered by this contract is prevented from performing regular duties due to an occupational accident that is recognized by the Workers' Compensation Board as compensational within the meaning of the *Workers' Compensation Act*, the Employer will supplement the award made by the Compensation Board for the loss of wages to the Employee by such an amount so that the award of the Compensation Board will equal one hundred percent (100%) of the Employee's regular wage. The supplementation by the Employer shall not be for a period in excess of one hundred twenty (120) calendar days. It is understood and agreed the Employee will turn over to the Employer the compensation monies received for the stated period of time.

**ARTICLE 12 – Personal Leaves of Absence for purposes other than those defined in Article 11**

An Employee may apply for and receive a leave of absence for personal reasons subject to the conditions that follow. Application will be made to the Superintendent or designate.

**12.1 With Full Pay**

12.1.1 In any one contract year, not more than five (5) days leave for the critical illness of each of the Employee's:

Father	Mother	Husband
Wife	Son	Daughter
Brother	Sister	
Parents of spouse (including common-law spouse)		

A medical statement signed by the critically ill person's attending physician must be submitted, if death does not occur. Such statement must include verification that the critical illness was life threatening.

12.1.2 In any one contract year, not more than three (3) days leave for the death of each of the Employee's:

Father	Mother	Husband
Wife	Son	Daughter
Grandchild	Brother	Sister
Parents of spouse (including common-law spouse)		

If necessary circumstances warrant additional leave, the three (3) days may be extended up to a maximum of five (5) days.

12.1.2.1 When an Employee qualifies for this leave during their period of vacation, there shall be no deduction from vacation credits for such absence. The vacation so displaced shall be either added to the vacation period or reinstated for use a later date, at the Employee's option. The Employee must indicate their choice in writing following their return to work.

12.1.3 In any one contract year, two (2) days leave for attendance at the funeral of each of the Employee's:

Grandparent (including in-law)	Brother-in-law
Sister-in-law	Son-in-law
Daughter-in-law	

If circumstances warrant additional leave, the two (2) days may be extended up to a maximum of five (5) days.

12.1.4 In any one contract year, one (1) day leave for attendance at the funeral of each of the Employee's:

Uncle	Aunt	Cousin
Nephew	Niece	

12.1.5 As of September 1, 2014 up to one (1) full day leave for the funeral of a friend of the Employee's family.

12.1.6 While obtaining citizenship papers at a scheduled session of the court, one (1) day.

12.1.7 While serving as a witness as a result of a notice to attend or subpoena, provided that any fee received for acting as a witness be paid over to the Employer.

12.1.8 For Employees to attend meetings or business of CUPE Local 2843 as it affects the affairs of Lethbridge School District No. 51, excluding collective bargaining, attendance at grievance arbitration hearings or other instances specifically agreed-to by both Parties.

12.1.9 In the event that the Superintendent officially notifies the public of the temporary closure of the schools.

12.1.10 In any one contract year not more than:

(a) For the 2017-2018 school year one (1) day for family concerns including, illness, marriage, graduation, or household emergencies affecting the Employee's immediate family.

(b) For the 2017-2018 school year one (1) day for some emergency or misfortune or circumstance demanding the Employee's attention. A circumstance means a situation of critical nature, which requires the Employee's physical presence during normal working hours.

Effective September 1, 2018 two (2) days for some unexpected emergency or misfortune or circumstance demanding the Employee's attention. A circumstance means a situation of critical nature, which requires the Employee's physical presence during normal working hours.

(c) For the 2017-2018 school year one (1) day to attend to personal concerns provided school needs are met.

Effective September 1, 2018 two (2) days to attend to personal concerns provided school needs are met.

- (d) Effective September 1, 2018 commencing an Employee's 30<sup>th</sup> year, an Employee will receive one (1) additional day to attend to personal concerns provided school needs are met. This day cannot be used in conjunction with 12.1.10 (a) and 12.1.10 (b)

Such circumstances shall not involve financial gain and/or outside business interests and Employees will not access these days to use for secondary employment purposes or requirements. This clause may be used in conjunction with Clauses 12.1.1 and 12.1.2.

12.1.11 For the purpose of taking job specific courses and examinations.

12.1.12 Up to one (1) full day to attend the birth of their child or adoption of their child, or to assist in bringing their newborn child home from the hospital.

## 12.2 With Full Pay Provided Reimbursement is Made to the Employer

12.2.1 Leave of Absence for Union business or attendance at Union functions provided the Union reimburses the Employer for all pay and benefits during the period of leave. The Union agrees, upon receipt of an invoice from the Employer, to reimburse the Employer for the costs of the above.

## ARTICLE 13 – Leave Without Pay

13.1 As per Provincial legislation, an Employee may apply with loss of pay and benefits for many job-related Leaves. Refer to Provincial legislation.

## ARTICLE 14 – Maternity Leave

14.1 Birth mothers shall be eligible for Maternity Leave without pay for a period not exceeding fifty-two (52) weeks. This leave is made up of fifteen (15) weeks Maternity Leave and thirty-seven (37) weeks Parental Leave, if the Employee so requests.

Effective September 1, 2018 birth mothers shall be eligible for Maternity Leave without pay for a period not exceeding sixteen (16) weeks.

14.1.1 When possible, the birth mother will notify the Board of the leave requirement six (6) weeks in advance of the first day of the leave. The commencement of the leave and return from leave shall be determined by the Employee. A medical certificate certifying the pregnancy and expected day of delivery shall accompany such notification.

14.1.2. The Board shall top-up the Employment Insurance Benefits to one hundred (100%) of the Employee's weekly salary and benefits for the

duration of the health-related portion of the Maternity Leave, to a maximum of ninety (90) calendar days. The Board will only provide a top-up to the Employment Insurance benefits once the Employee has made application for such benefit and provided proof of such.

- 14.1.3 An Employee returning from Maternity Leave shall be returned to the assignment held at commencement of the leave.
- 14.1.4 An Employee who wishes to resume working the next day following the approved termination date of her leave shall give the Employer four (4) weeks written notice of the day on which the Employee intends to resume working for the Employer.
- 14.1.5 Upon written application by the Employee, health benefits (Alberta School Employee Benefits Plan and Alberta Health Care) may be continued, at the Employee's expense.

#### **ARTICLE 15 – Parental Leave**

- 15.1 Birth and adoptive parents are eligible for up to sixty-two (62) weeks unpaid leave pursuant to provincial legislation.
- 15.2 If both parents are Employees of the District, the combined leave cannot exceed to sixty-two (62) weeks pursuant to provincial legislation.
- 15.3 The Employee concerned shall request a leave of absence, in writing, as far in advance as is possible of beginning the leave. A birth mother on Maternity Leave is not required to give her Employer notice before taking Parental Leave, unless she originally arranged to only take sixteen (16) weeks of Maternity Leave.
- 15.4 The dates of beginning and termination of the leave shall be determined by mutual agreement of the Employee and the Superintendent or designate.
- 15.5 An Employee returning from Parental Leave shall be returned to the assignment held at commencement of the Leave or an equivalent assignment as per *Alberta Employment Standards*.
- 15.6 An Employee who wishes to resume working the next day following the approved termination date of her leave shall give the Employer four (4) weeks' written notice of the day on which the Employee intends to resume working for the Employer.
- 15.7 Upon written application by the Employee, health benefits (Alberta School Employee Benefit Plan and Alberta Health Care) may be continued, at the Employee's expense.

**ARTICLE 16 – Life Insurance, Extended Disability Benefit, Extended Health Care, Dental, Vision, Employment Insurance and Pension Plans**

**16.1 Participation**

All Employees except those defined in Article 2.8.4 (Casual Employees) covered under this contract shall participate in the plans in effect under the conditions and regulations of the respective plans.

**16.2 Alberta School Employee Benefit Plan (ASEBP) Life Insurance – Plan 2**

All Employees shall be covered under the provisions of the ASEBP Life Insurance Plan 2, with the Employer paying 100% of the premium.

**16.3 ASEBP Extended Disability Benefit – Plan D**

All Employees shall be covered under the provisions of the ASEBP Extended Disability Benefit Plan D, with the Employer paying 100% of the premium.

**16.4 ASEBP Dental Care – Plan 1**

The Employer's contribution to the ASEBP Extended Health Care – Plan 1 covering persons employed by the Employer shall be at the rate of 100% of the total premium.

**16.5 ASEBP Dental Care – Plan 3**

The Employer's contribution to the ASEBP Dental Care – Plan 3 covering persons employed by the Employer shall be at the rate of 100% of the total premium.

**16.6 ASEBP Vision Care Benefits – Plan 3**

The Employer's contribution to the ASEBP Vision Care – Plan 3 covering persons employed by the Employer shall be at the rate of 100% of the total premium.

**16.7 Employment Insurance Rebates**

In consideration of the improvements to the Employee Benefit Plan and Sick Leave benefits, the Employees covered by this contract waive any claims on rebates under the provisions of the *Employment Insurance Act*.

**16.8 Pension Plan**

All eligible Employees shall participate under the provisions of the Local Authorities Pension Plan. The Employer's contribution shall be in accordance with the regulations of the Plan and would be terminated as per Clause 11.2.

16.8.1 The base unit for calculating Full-time Equivalence (FTE) for pension purposes shall be equal to 1.0 FTE.

16.8.2 Notwithstanding Clause 16.8.1, the base unit for calculating Full-time Equivalency (FTE) for pension purposes shall be equal to or greater than 0.84 FTE for Educational Assistants and Advanced Educational Support.

16.8.3 Notwithstanding Clause 16.8.1, the base unit for calculating Full-time Equivalency (FTE) for pension purposes shall be equal to or greater than 0.92 FTE Learning Commons Facilitators.

16.9 Health Spending Account

The Board will continue, for each support staff member with seniority, a Health Spending Account. Eligible support staff with seniority shall be actively at work, on Maternity Leave, on Sick Leave or extended disability. The Board will contribute annually an amount of \$500.00 for eligible staff members.

Effective September 1, 2018 the Board will continue, for each support staff member with seniority, a Health Spending Account. Eligible support staff with seniority shall be actively at work, on Maternity Leave, on Sick Leave or Extended disability. The Board will contribute annually an amount of seven hundred dollars (\$700.00) for eligible staff members.

## **ARTICLE 17 – Extended Disability Benefit**

17.1 Upon the expiry of one (1) year from the original date of continuous absence, including the initial ninety (90) days, the vacant position will be posted, pursuant to Article 9 of the Collective Agreement.

(a) Should the incumbent be able to return to employment prior to the expiry of one (1) year (365 consecutive days) from the commencement of the continuous absence, then the successful applicant will revert to their former position (see Article 4).

17.2 (a) Where at some time after the expiry of that time in 17.1(a) the Employee who has been absent on Extended Disability Benefit, is able to return to employment he/she will be placed into a bargaining unit position of comparable nature to that which was vacated. The rate of pay, hours of work and employment status shall not be less than that which the Employee enjoyed prior to commencement on Extended Disability Benefit. If the Employee is working on a rehabilitative employment arrangement the rate of pay, hour of work and employment status will be adjusted accordingly.

(b) Comparable position is understood to be a classroom setting to a classroom setting or an office setting to an office.

(c) In order to accommodate the return of an Employee from Extended Disability Benefit, the Union agrees to waive the necessary job posting procedures outlined in Article 9 of the Collective Agreement. The returning Employee will not be assigned to a higher classified position than previously occupied.

- 17.3 In the event the successful applicant is required to return to their former position after one (1) year, the Employee shall be returned to their former classification and wage without loss of seniority or employment status.
- 17.4 Upon the expiry of twenty-four (24) months from the original date of continuous absence, no position will be held for an Employee on Extended Disability Benefit. The following will occur:
- (a) Notwithstanding the above, benefits pursuant to Article 16 of the Collective Agreement will continue to be paid on behalf of the Employee while on Extended Disability Benefit.
  - (b) Should the Employee on Extended Disability Benefit be able to return to work at some time after the expiry of the twenty-four (24) month period and is able to perform the duties and functions of their former position and a position of comparable nature becomes vacant, as outlined in Clause 17.2(b), then the Employee will be placed in that position. The Union agrees to waive the necessary job posting procedures, as outlined in Article 9 of the Collective Agreement. If the Employee refuses the position their employment with the School District will be terminated. The returning Employee will not be assigned to a higher classified position than previously occupied. Until such position is assigned the Employee will be considered on a leave of absence, and benefits will continue to be paid unless the Employee finds employment elsewhere.
  - (c) Should the Employee be able to return to work after the expiry of the twenty-four (24) month period but not to their former occupation, due to medical reasons, and a position is available suitable to the Employee's training and education, he/she shall be offered said position. The rate of pay and hours of work will be adjusted to the new position. The Union agrees to waive the necessary job posting procedures, as outlined in Article 9 of the Collective Agreement. If the Employee refuses the position, their employment with the School District will be terminated. The returning Employee will not be assigned to a higher classification than previously occupied.
- 17.5 Prior to the position being posted by the Employer, an Employee on Extended Disability Benefit will be advised in writing of the above-mentioned provisions. An Employee on Extended Disability Benefit will, at all times, keep the Employer advised as to their whereabouts.

## ARTICLE 18 – Union Recognition

- 18.1 The Employer recognizes the Canadian Union of Public Employees Local 2843 as the sole and exclusive bargaining agency for Employees coming within the unit certified by Certificate No. 472-92.
- 18.2 Union Committee
- 18.2.1 No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union shall notify the Employer in writing of the names of the Union's officials who have functions under this agreement and stating their functions.
- 18.2.2 No Employee shall be required to make a written or verbal agreement with the Employer or its representative which may conflict with the terms of this Collective Agreement.
- 18.2.3 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. With the permission of the Employer such representation may have access to the Employer's premises in order to investigate and assist in the settlement of a grievance.
- 18.2.4 An Employee shall have the right to be accompanied by an authorized official of the Union at any meeting, which the Employee feels may be disciplinary in nature, or at any meeting, which may lead to a written grievance. The Union shall notify the Employer, in writing, of the names of the persons authorized to represent the Union and/or the Employees for the purposes of this article and shall promptly notify the Employer in writing of any changes in these names.
- 18.3 The Employer agrees to allow the posting of Union notices on bulletin boards, for bargaining unit Employees. Such notice shall relate to appointments, meetings, elections and conventions of the Union and Union social and recreational affairs.
- 18.4 Union Dues  
A deduction for Union dues, assessed by the Union, shall be made from the salary of all Employees covered by this Agreement. Deduction shall be made from the payroll each month and shall be forwarded to the Secretary-Treasurer of the Union, accompanied by a list of the names, classifications, amount of wages and dues deducted from Employees from whose wages the deductions were made.

The Employer will provide the Union with names, addresses and telephone numbers of the Employees and the Employees position classification who are

covered by this Collective Agreement, twice each year, March 31<sup>st</sup> and September 30<sup>th</sup>, provided that it is not contrary to any Provincial or Federal legislation.

The Union agrees to indemnify and save the Employer harmless from any liability or action out of the operation of this Article.

#### **ARTICLE 19 – Management Rights**

19.1 The Union recognizes that it is the right and function of the Employer to manage the affairs of the School District including its operation and the direction of the working forces. Such rules and regulations established shall not be inconsistent with this Agreement.

#### **ARTICLE 20 – Occupational Health and Safety**

20.1 Management agrees that the *Occupational Health and Safety Act* applies, and will be honoured by both Parties, who shall co-operate in continuing and perfecting regulations which will afford adequate protection to Employees engaged in work for the Employer

#### **ARTICLE 21 – Notice of Meeting**

21.1 Either Party of this agreement may give notice at any time to the other Party that a meeting is desired and said meeting shall be held at a time and place as shall be fixed by mutual agreement.

#### **ARTICLE 22 – Discrimination and Harassment**

22.1 The Employer shall not discriminate against any Employee on the basis of race, religious beliefs, gender, identity, colour, mental disability, physical disability, marital status, age, ancestry or place of origin of that person. The Employer shall not discriminate against any of its Employees on account of political beliefs, sexual orientation, nor by reasons of their membership or activity in the Union.

22.2 The Employer and the Union are committed to providing a harassment free work environment in which all individuals are treated with respect and dignity as per District policy and other legislative regulations.

## **ARTICLE 23 – Grievance Procedures**

- 23.1 Any difference between any Employee covered by this agreement and the Employer, or between the Canadian Union of Public Employees Local 2843 and the Employer concerning the interpretation, application, operation or alleged violation of this agreement, and further including any dispute as to whether the difference is arbitral, shall be dealt with as herein provided, without stoppage of work or refusal to perform work.
- 23.2 Such difference (hereafter called grievance) shall first be submitted in writing to the Superintendent or designate, and to the President of CUPE Local 2843 as the case may be, who in turn shall submit it to the Labour/Management Committee. Such written submission shall be made within fifteen (15) calendar days from the date of incident giving rise to the grievance or from the date the grievor first had knowledge of the incident, whichever is later. Such grievance shall set out the nature of the grievance, and the articles of this agreement which it is alleged have been violated.
- 23.3 In the event the grievance is not settled within fifteen (15) calendar days after the date of submission of the grievance in accordance with the above procedure, then on or before a further five (5) calendar days have elapsed from the expiration of the aforesaid fifteen (15) calendar day time period, the grievance shall be referred in writing to the Grievance Committee. Such Grievance Committee shall be composed of two (2) representatives of the Employer and two (2) representatives of CUPE Local 2843. A quorum of this committee shall consist of all members. The Grievance Committee shall meet and endeavour to resolve the grievance and shall render its decision in respect of the grievance within twenty-one (21) calendar days following receipt of the submission and shall dispose of each grievance before proceeding to another, except where by unanimous consent of the Grievance Committee, the hearing of such grievance is adjourned for the purpose obtaining further information. If the Grievance Committee reaches a unanimous decision as to the disposition of any grievance, that decision shall be final and binding.
- 23.4 If the Grievance Committee does not reach a unanimous or any decision within the said time, then either Party may by written notice served on the other Party require the establishment of an arbitration board as hereinafter provided. Such notice must be given within ten (10) calendar days after the date of the aforesaid twenty-one (21) calendar day limit expires or the date the Grievance Committee renders other than a unanimous decision, whichever is shorter.

Each Party shall appoint one (1) member as its representative on the arbitration board within seven (7) calendar days of such notice and shall so inform the other Party of its appointee. The two (2) members so appointed shall, within five (5) calendar days of the appointment of the second of them, appoint a third person who shall be the chair. In the event of any failure to appoint a chair either Party

may request the Minister of the Department of Labour to make the necessary appointment.

The arbitration board shall determine its own procedure but shall give full opportunity to all Parties to present evidence and to be heard.

The arbitration board shall not change, amend, or alter any of the terms of this agreement. All grievances or differences submitted shall present an arbitral issue under this agreement and shall not depend on or involve an issue or contention by either Party that is contrary to any provisions of this agreement or that involves the determination of a subject matter not covered by or arising during the term of this agreement.

The findings and decision of a 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, the decision of the chair governs, and it shall be deemed to be the award of the board.

The arbitration board shall give its decision not later than fourteen (14) calendar days after the appointment of the chair provided, however, that this time period may be extended by written consent of the Parties. Each Party to the grievance shall bear the expenses of its respective appointee and the two (2) Parties shall bear equally the expense of the chair.

In the event, at any stage of the aforesaid procedure (except in respect of appointing persons to the board) the grieving Party fails to take the necessary action within the time limit specified, the grievance shall be deemed to be at an end.

Any of the aforesaid time limits may be extended at any stage upon written consent of the Parties.

## **ARTICLE 24 – Subrogation**

24.1 In the event that the Board incurs a cost of absence (wages and benefits) up to ninety (90) days as a result of an act or omission of a third Party, the Board is subrogated to any right of recovery of the Employee from the third Party in the amount of the cost of absence and without restricting the generality of the foregoing, the following provisions apply:

24.1.1 The Employee shall advise the Board in advance of the Employee's intention to initiate any claim in which an act or omission of a third Party has resulted in the Board incurring a cost of absence;





24.1.2 The Employee shall upon request by the Board include the cost of absence, as calculated by the Board, in the Employee's claim;

- 24.1.3 The Board shall have the right (but not the obligation) to maintain an action in the name of the Employee and engage a solicitor (including the Employee's solicitor) to recover the cost of absence;
- 24.1.4 The Employee agrees to cooperate with the Board and to provide, at the Board's expense, all loss of income reports and information with respect to the calculation or allocation of damages and attend examinations for discovery or assist as a witness where required.

\*\*\*\* \* \* \* \* \*

In Witness whereof the Parties have executed this agreement.

Signed and dated the 11 day of January 2019.

Representatives of the Canadian Union of Public Employees, Local 2843	Representatives of the Board of Trustees Lethbridge School District No. 51
	
Juanita Kaminski, President CUPE Local 2843	Tyler Demers, Chair CUPE 2843 Negotiations Committee
	
Lynn Elliott, Site Vice-President CUPE Local 2843	Christine Lee, Associate Superintendent Business Affairs

**Letter of Understanding No. 1 – Definition of Annual Hours for purposes of Method of Pay Calculation for Article 4.8**

BETWEEN



**LETHBRIDGE SCHOOL DISTRICT No. 51**

- AND -

**CUPE** Canadian Union  
of Public Employees **Local 2843**

RE: Definition of Annual Hours for purposes of Method of Pay Calculation for Article 4.8

---

It is agreed that the term of this letter will be effective September 1, 2018 but will be specific to the term of the Collective Agreement.

Definition of Annual Hours for purposes of Method of Pay Calculation for Article 4.8.

Annual Hours will be calculated based on the following method:

- (a) Employee Calendars will be developed each school year that indicate Employee working days, statutory days and professional learning days.
- (b) Employee working schedules will be developed by Principal/Designate each year based on the Employee calendar in (a) and will outline an Employee's daily and weekly schedule. The working schedule will not exceed the hours within the Employees FTE. The Employee schedule is set and approved by the Principal/Designate.
- (c) An Employee will be paid based on their annual hours per year.  
Annual Hours per year are calculated:  
FTE X Classification Hours (inclusive of General Holidays)

Example: Education Assistant 1.0 FTE=1385 hours/year

1385 hours/year X 0.84 FTE = 1163.4 hours/year inclusive of General Holidays and Personal Leave.

- (d) Hours worked beyond an Employee's daily schedule, or an adjustment to the daily schedule will be recorded by the Employee on a weekly basis on the format provided by the Employer and submitted for purposes of Article 5.





The Parties agree that based on these variations the method of pay in Article 4.8, using Annual Hours based on the calculation above, averages an Employee's pay over twelve (12) months. For clarity, that although hours per day or week per month may fluctuate over the year, Employees will be paid in equal payments from September 1 to August 31<sup>st</sup> of each school year. The Parties also recognize that Employee monthly pay statements will reflect the monthly payment as per the method of pay calculation in Article 4.8 and not an hourly rate.

The Parties agree that the method of pay and averaging agreement allows the Employer to:

- Establish nonstandard working hours each day from Monday to Friday,
- Establish nonstandard working days per pay period from month-to-month,
- Average Employees pay over a twelve-month period,
- Set yearly Employee calendars,
- Require Employee attendance at staff meetings; nine (9) hours per year is allocated for staff to attend.

The Parties recognize that Employee schedules are not entered in the Attendance System (ADW) and Employees will refer to agreed schedules they signed off on with their Principal/Designate. Entries into the Attendance System (ADW) may require adjustments to absences (i.e. vacation, sick time, etc.).

Signed and dated the 11 day of January 2019.

Representative of the Canadian Union of Public Employees, Local 2843	Representative of the Board of Trustees Lethbridge School District No. 51
	
Juanita Kaminski, President CUPE Local 2843	Tyler Demers, Chair CUPE 2843 Negotiations Committee
	
Lynn Elliott, Site Vice-President CUPE Local 2843	Christine Lee, Associate Superintendent Business Affairs

**Letter of Understanding No. 2 – No Contracting-out**

BETWEEN



**LETHBRIDGE SCHOOL DISTRICT No. 51**

- AND -

**CUPE** / Canadian Union  
of Public Employees **Local 2843**

RE: No Contracting-out

It is agreed that the term of this letter will coincide with the term of the Collective Agreement but shall be time specific to the term of the Collective Agreement. For the life of the contract, work presently performed by Employees, who are subject to the provisions of this Collective Agreement will not be contracted-out.

Signed and dated the 11 day of January 2019.

Representative of the Canadian Union of Public Employees, Local 2843	Representative of the Board of Trustees Lethbridge School District No. 51
[Redacted]	[Redacted]
Juanita Kaminski, President CUPE Local 2843	Tyler Demers, Chair CUPE 2843 Negotiations Committee
[Redacted]	[Redacted]
Lynn Elliott, Site Vice-President CUPE Local 2843	Christine Lee, Associate Superintendent Business Affairs

**Letter of Understanding No. 3 – Rates of Pay 2019-2020 School Year**

**BETWEEN**



**LETHBRIDGE SCHOOL DISTRICT No. 51**

**- AND -**

**CUPE** Canadian Union of Public Employees **Local 2843**

**RE: Rates of Pay 2019-2020 School Year**

It is agreed that should ATA Local 41 receive a wage increase on grid rates for 2019-2020 school year, the District will provide the same percentage increase to rates of pay within CUPE Local 2843 for the 2019-2020 school year.

Should the ATA Local 41 receive a one-time lump sum payment for the 2019-2020 school year, the District agrees to discuss the calculation of the proportional amount applicable to CUPE Local 2843 for the 2019-2020 school year.

Signed and dated the 11 day of January 2019.

Representative of the Canadian Union of Public Employees, Local 2843	Representative of the Board of Trustees Lethbridge School District No. 51
[Redacted]	[Redacted]
Juanita Kaminski, President CUPE Local 2843	Tyler Demers, Chair CUPE 2843 Negotiations Committee
[Redacted]	[Redacted]
Lynn Elliott, Site Vice-President CUPE Local 2843	Christine Lee, Associate Superintendent Business Affairs

**Letter of Understanding No. 4 – Employee Discipline**

BETWEEN



**LETHBRIDGE SCHOOL DISTRICT No. 51**

- AND -

**CUPE** Canadian Union  
of Public Employees **Local 2843**

RE: Employee Discipline

The Parties agree to have a Labour/Management Meeting (LMM) by September 30, 2018 to discuss an Employee discipline process. The principles of progressive discipline and performance improvement shall be the core focus of these discussions.

Signed and dated the 11 day of January 2019.

Representative of the Canadian Union of Public Employees, Local 2843	Representative of the Board of Trustees Lethbridge School District No. 51
[Redacted]	[Redacted]
Juanita Kaminski, President CUPE Local 2843	Tyler Demers, Chair CUPE 2843 Negotiations Committee
[Redacted]	[Redacted]
Lynn Elliott, Site Vice-President CUPE Local 2843	Christine Lee, Associate Superintendent Business Affairs

Letter of Understanding No. 5 – Staff Safety

BETWEEN



**LETHBRIDGE SCHOOL DISTRICT No. 51**

- AND -

**CUPE** *Canadian Union of Public Employees* **Local 2843**

RE: Staff Safety

The Parties agree to have a Labour/Management Meeting (LMM) by September 30, 2018 to discuss Staff Safety in the Workplace. The focus of such discussions shall be timely and effective intervention in classroom situations which may potentially compromise staff safety. Further, the Parties will agree to add Health and Safety issues onto every Labour/Management Meeting. Union members will have an opportunity to share concerns by participating in School District Health and Safety Committee meetings.

Signed and dated the 11 day of January 2019.

Representative of the Canadian Union of Public Employees, Local 2843	Representative of the Board of Trustees Lethbridge School District No. 51
[Redacted]	[Redacted]
Juanita Kaminski, President CUPE Local 2843	Tyler Demers, Chair CUPE 2843 Negotiations Committee
[Redacted]	[Redacted]
Lynn Elliott, Site Vice-President CUPE Local 2843	Christine Lee, Associate Superintendent Business Affairs

**Letter of Understanding No. 6 – Substitute Rate for Educational Assistants**

**BETWEEN**



**LETHBRIDGE SCHOOL DISTRICT No. 51**

**- AND -**

**CUPE** / Canadian Union of Public Employees **Local 2843**

January 23, 2018

RE: Substitute Rate for Educational Assistants – Article 4.3

The Parties agree to the following:

1. The Union agrees to withdraw Union Grievance 2017-12-18.
2. The Employer agrees that commencing February 1, 2018 the Substitute Rate for Educational Assistants (Article 4.3) shall be adjusted as follows:
 

Daily Rate	\$130.00	
55%	\$71.50	Morning Rate
45%	\$58.50	Afternoon Rate
3. The rate of Educational Assistant as expressed in Point 2 of this document is in effect until August 31, 2018 unless the Parties agree otherwise during Collective Bargaining.
4. This settlement is without prejudice.
5. This Memorandum of Settlement shall be deemed a Letter of Understanding and shall attach to and form part of the existing Collective Agreement between the Parties.

Signed and dated the 11 day of January 2019.

Representative of the Canadian Union of Public Employees, Local 2843	Representative of the Board of Trustees Lethbridge School District No. 51
[Redacted Signature]	[Redacted Signature]
Juanita Kaminski, President CUPE Local 2843	Tyler Demers, Chair CUPE 2843 Negotiations Committee
[Redacted Signature]	[Redacted Signature]
Lynn Elliott, Site Vice-President CUPE Local 2843	Christine Lee, Associate Superintendent Business Affairs