2012 - 2017
COLLECTIVE AGREEMENT

between

The Board of Trustees of the
Lethbridge School District No. 51

and

Canadian Union of Public Employees,
Local 2843

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MEMORANDUM OF AGREEMENT

THIS AGREEMENT, MADE IN DUPLICATE THIS 3rd DAY OF MARCH, 2014

BETWEEN:

THE BOARD OF TRUSTEES OF LETHBRIDGE SCHOOL DISTRICT NO. 51
(Hereinafter called "The Board" OF THE FIRST PART)

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2843
(Hereinafter called "The Union" 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, 2012 to August 31, 2017**

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 changes must be commenced within thirty (30) days after the date of receipt of the notice as mentioned in 1.2 above.

1.4 The parties to 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 & 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.

Administrative Assistants: 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 and District Buyer, will normally work 1827 hours per year. Refer to the appropriate employee calendar provided by Human Resources.
Business Support
District Buyer
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 with the exception of the District Buyer. Should the current District Buyer relinquish the position, the replacement will be excluded from this collective agreement.

2.6 Temporary & Casual 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 A temporary employee, after six months satisfactory service, may apply for a posted vacancy and will receive consideration for such vacancy before a new employee is hired.

2.6.3 Educational Assistant 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 30th as long as the employee was actively seeking employment. These employees will be guaranteed a minimum of 0.43 full time equivalent (FTE).

2.6.4 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.

2.6.5 With respect to the above (2.6.1, 2.6.2, and 2.6.4), 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; 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 outlined in the Position Classification Manual. A copy of the manual is located in each office.

3.2.1 Effective March 1, 2014

Level 1	
Level 2	Educational Assistant - Non Certified
Level 3	Educational Assistant *(Grandfathered classification for employees hired prior to May 1, 2008)*
Level 4	Educational Assistant – Certified* (* Minimum of 2 years of related post-secondary education)
Level 5	Administrative Support Library Facilitators
Level 6	Administrative Assistant Advanced Educational Support Career Practitioner Student Support Worker
Level 7	Business Support District Buyer

3.2.1 Effective September 1, 2014

Level 1	Educational Assistant - Non Certified
Level 2	Educational Assistant – Certified* (* Minimum of 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 District Buyer

ARTICLE 4 WAGES; SALARY SCHEDULE

4.1 The wages to be paid to all employees covered by this Agreement shall be in accordance with the wage schedule in force from time to time as negotiated by both parties to this Agreement and shall be paid to the employees twice monthly, not later than the 15th 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 Annual Pay (inclusive of Stat Holidays)

September 1, 2012 - 0%
September 1, 2013 - 0%
September 1, 2014 - 0%
September 1, 2015 - 2%
September 1, 2016 - 2%

Effective September 1, 2013

	Educational Assistants						**1385 hrs/yr**
LEVEL	**Start**	**1 Year**	**2 Year**	**3 Year**	**4 Year**	**5 Year**	**6 Year**
1							
2	$25,941	$26,647	$27,354	$28,019	$28,697	$29,362	$30,332
3	$26,744	$27,437	$28,143	$28,836	$29,473	$30,179	$31,717
4	$27,575	$28,268	$28,960	$29,653	$30,387	$31,079	$32,326
	Library Facilitators, Administrative Support (Elementary & Middle School)						**1467.5 hrs/yr**
	Start	**1 Year**	**2 Year**	**3 Year**	**4 Year**	**5 Year**	**6 Year**
5	$30,407	$31,170	$31,903	$32,725	$33,488	$34,310	$35,602
	Administrative Support High School						**1545 hrs/yr**
5	$32,012	$32,816	$33,588	$34,454	$35,257	$36,122	$37,482
5	**District Administrative Support**						**1827 hrs/yr**
	$37,855	$38,805	$39,719	$40,742	$41,692	$42,715	$44,323
	Advanced Educational Support Career Practitioner, Student Support Worker						**1467.5 hrs/yr**
6	$32,344	$33,077	$33,841	$34,648	$35,411	$36,233	$37,524
	Administrative Assistant - Elementary						**1510 hrs/yr**
6	$33,280	$34,035	$34,821	$35,651	$36,436	$37,282	$38,611

	Administrative Assistant – Middle School						**1545 hrs/yr**
6	$34,052	$34,824	$35,628	$36,477	$37,281	$38,146	$39,506
	Administrative Assistant – High School						**1752.5 hrs/yr**
6	$38,625	$39,501	$40,413	$41,377	$42,288	$43,269	$44,811
6	**District Administrative Assistant**						**1827 hrs/yr**
	$40,627	$41,181	$42,131	$43,136	$44,086	$45,109	$46,716
	School Business Support District Buyer School Technology Assistant						**1827 hrs/yr**
7	$42,599	$43,568	$44,427	$45,340	$46,382	$47,424	$49,141
	District Technology Support						**1827 hrs/yr**
8	$51,517	$52,778	$54,039	$56,433	$58,736	$61,276	$64,931

Effective March 1, 2014

	Educational Assistants						**1385 hrs/yr**
LEVEL	**Start**	**1 Year**	**2 Year**	**3 Year**	**4 Year**	**5 Year**	**6 Year**
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2	$25,941	$26,647	$27,354	$28,019	$28,697	$29,362	$30,332
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5	$32,012	$32,816	$33,588	$34,454	$35,257	$36,122	$37,482
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6	$32,344	$33,077	$33,841	$34,648	$35,411	$36,233	$37,524
	Administrative Assistant - Elementary						**1510 hrs/yr**
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	Administrative Assistant – Middle School						**1545 hrs/yr**
6	$34,052	$34,824	$35,628	$36,477	$37,281	$38,146	$39,506
	Administrative Assistant – High School						**1752.5 hrs/yr**
6	$38,625	$39,501	$40,413	$41,377	$42,288	$43,269	$44,811
	School Business Support District Buyer						**1827 hrs/yr**
7	$42,599	$43,568	$44,427	$45,340	$46,382	$47,424	$49,141

Effective September 1, 2014

	Educational Assistants						**1385 hrs/yr**
LEVEL	**Start**	**1 Year**	**2 Year**	**3 Year**	**4 Year**	**5 Year**	**6 Year**
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	Library Facilitators , Administrative Support (Elementary & Middle School)						**1467.5 hrs/yr**
	Start	**1 Year**	**2 Year**	**3 Year**	**4 Year**	**5 Year**	**6 Year**
3	$30,407	$31,170	$31,903	$32,725	$33,488	$34,310	$35,602
	Administrative Support High School						**1545 hrs/yr**
3	$32,012	$32,816	$33,588	$34,454	$35,257	$36,122	$37,482
	Advanced Educational Support, Career Practitioner, Student Support Worker						**1467.5 hrs/yr**
4	$33,312	$34,046	$34,809	$35,616	$36,379	$37,201	$38,493
	Administrative Assistant - Elementary						**1510 hrs/yr**
4	$34,277	$35,032	$35,817	$36,648	$37,433	$38,279	$39,607
	Administrative Assistant – Middle School						**1545 hrs/yr**
4	$35,072	$35,844	$36,647	$37,497	$38,301	$39,166	$40,525
	Administrative Assistant – High School						**1752.5 hrs/yr**
4	$39,782	$40,658	$41,569	$42,533	$43,444	$44,426	$45,968

5	School Business Support, District Buyer						1827 hrs/yr
	$42,599	$43,568	$44,427	$45,340	$46,382	$47,424	$49,141

4.3 Substitute Rates

Educational Assistants

$18.73 x 7 hours = $131.11 x 0.84 FTE		$110.13 Daily rate
	55%	$ 60.57 Morning rate
	45%	$ 49.56 Afternoon rate

Administrative Support/Library

$20.72 x 7 hours		$145.04 Daily rate
	55%	$ 79.77 Morning rate
	45%	$ 65.27 Afternoon rate

Administrative Assistant

$22.04 x 7 hours		$154.28 Daily rate
	55%	$ 84.85 Morning rate
	45%	$ 69.43 Afternoon rate

4.4 When a position not covered by the current Collective Agreement is established during the term of this 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 grand-fathered (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:
Annual Pay x FTE +Vacation Pay ÷12

4.8.2 Twelve (12) month employees as defined in Article 2.2 will be paid equal monthly payments calculated as follows:
Annual Pay x FTE ÷12

4.8.3 All other employees as defined in 2.3 & 2.4 will be paid equal monthly payments:
Annual Pay x FTE÷12

4.9 Recognition of Experience and Training

4.9.1 Anniversary Date is the most recent date from which the employee commenced consecutive years of service with the Employer.

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 consecutive service.

ARTICLE 5 PERIOD OF EMPLOYMENT; HOURS OF WORK; 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 1st and ending August 31st.

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 the scheduling of hours in the Administration Centre, and Maintenance Building shall be at the discretion of the Superintendent of Schools.

5.2.4 All employees who work a six or seven hour shift shall be permitted two fifteen minute rest periods per shift without loss of pay. Employees working less than a six hour shift but more than a three hour shift will be permitted one fifteen minute rest period per shift without loss of pay.

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

5.2.6 Notwithstanding Clause 5.2.1, an employee may request permission to work a longer day for the purpose of accumulating an amount of time off equal to the amount of extra time worked. If this request is granted, the maximum time an employee may normally accumulate shall not exceed two (2) days.

However, subject to the prior approval of the Superintendent or designate, consideration shall be given to allowing an employee to accumulate up to three (3) additional days. The employee must use the time accumulated under this clause by the end of the school year.

5.3 Overtime

5.3.1 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.

5.3.2 Notwithstanding Clause 5.3.1, 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.

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, Good Friday, Easter Monday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, August Civic Holiday, Family Day (third Monday in February) 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 schedule:

7.1.1 1 - 12 months - At the rate of 1 1/4 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 in the Employment Standards Code.

7.1.2 Commencing the 2nd Year - At the rate of 1 1/4 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 7th 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 16th 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 20th 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 20th year of service, the employee's vacation pay shall be pro-rated based upon the anniversary date.

7.1.6 Commencing the 25th 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 25th 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 1st to June 30th.

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 his/her illness or injury which requires hospitalization, after his/her vacation has begun, shall be entitled to reschedule or extend his/her 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 In the event of reduction of staff, seniority shall govern with the employee who has the least seniority being laid off first.

8.4 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.

8.5 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.

8.6 The Employer agrees to prepare and mail to the Secretary of the Union, not later than January 31st 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.

8.7 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.

8.8 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.

8.9 An employee shall only lose seniority in the event:

8.9.1 The employee is discharged for just cause and is not reinstated.

8.9.2 The employee resigns in writing and does not withdraw within two days.

8.9.3 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.

8.9.4 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.

8.9.5 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 No outside advertising for a posted position shall be placed until the applications of employees have been received and reviewed by the Human Resources Department.

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 six (6) month 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 six-month probationary period, the employer may grant an extension up to six (6) months 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, commencing with the effective date of such promotion. 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 Each employee will be expected to give the Employer reasonable notice (preferably two weeks) of termination of service and the Employer shall also give the employee reasonable notice of termination (preferably two (2) weeks) of service.

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 Shop Steward or 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 no further salary shall be paid and the Alberta School Employee Benefit Plan shall take effect for those Employees who are covered by the Alberta School Employee Benefits Plan.

11.2 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 coverage will terminate if payments are not kept up to date with the District for a period of two (2) months or more.

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 Workers' 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, or 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, or parents of spouse (including common-law spouse). If necessary circumstances warrants 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 at 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, or 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 or 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 half (1/2) 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 C.U.P.E. 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 three (3) days:

(a) One (1) day for family concerns including, illness, marriage, graduation, or household emergencies affecting the employee's immediate family.

(b) 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.

(c) One (1) day to attend to personal concerns provided school needs are met.

In the case of an additional family concern, the day allotted in 12.1.10 (b) for emergencies may be used provided prior approval has been obtained by the Supervisor and Human Resources.
Such circumstances shall not involve financial gain and/or outside business interests. This clause may be used in conjunction with 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 MATERNITY AND PARENTAL LEAVE

13.1 A leave of absence with loss of full pay may be granted insofar as the regular and efficient operation of the system will permit, provided reasonable notice in writing has been given by the applicant to the Superintendent or designate.

13.2 Female employees 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.

13.2.1 When possible, an employee will notify the Board of her leave requirement three (3) months 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.

13.2.2 The Board shall top up the Employment Insurance Benefits to one hundred percent (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.

13.2.3 An employee returning from maternity leave shall be returned to the assignment held at commencement of the leave.

13.2.4 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.

13.2.5 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.

13.2.6 In addition to maternity leave, an employee may request a further leave without pay or benefits for up to an additional twenty-one (21) weeks.

Further leave may be granted if mutually agreed to by the Employer and Employee.

13.3 Fathers and/or adoptive parents are eligible for up to thirty-seven (37) weeks unpaid leave pursuant to provincial legislation:

13.3.1 If both parents are employees of the District, the combined leave cannot exceed thirty-seven weeks pursuant to provincial legislation.

13.3.2 The Employee concerned shall request a leave of absence, in writing, as far in advance as is possible of beginning the leave.

13.3.3 The dates of beginning and termination of the leave shall be determined by mutual agreement of the Employee and the Superintendent, or designate.

13.3.4 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 14 LIFE INSURANCE, EXTENDED DISABILITY BENEFIT, EXTENDED HEALTH CARE, DENTAL, VISION, EMPLOYMENT INSURANCE AND PENSION PLANS

14.1 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.

14.2 Alberta School Employee Benefit Plan (A.S.E.B.P.) Life Insurance - Plan 2

Effective September 1, 2010
All employees shall be covered under the provisions of the A.S.E.B.P. Life Insurance Plan 2, with the Employer paying 100% of the premium.

14.3 A.S.E.B.P. Extended Disability Benefit - Plan D

Effective September 1, 2010
All employees shall be covered under the provisions of the A.S.E.B.P. Extended Disability Benefit Plan D, with the Employer paying 100% of the premium

14.4 A.S.E.B.P. Extended Health Care - Plan 1

Effective September 1, 2010
The Employer's contribution to the A.S.E.B.P. - Extended Health Care - Plan 1 covering persons employed by the Employer shall be at the rate of 100% of the total premium.

14.5 A.S.E.B.P. Dental Care - Plan 3

Effective September 1, 2010
The Employer's contribution to the A.S.E.B.P. - Dental Care - Plan 3 covering persons employed by the Employer shall be at the rate of 100% of the total premium

14.6 A.S.E.B.P Vision Care Benefits - Plan 3

Effective September 1, 2010
The Employer's contribution to the A.S.E.B.P. - Vision Care Plan - Plan 3 covering persons employed by the Employer shall be at the rate of 100% of the total premium.

14.7 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.

14.8 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 15.6.

14.9 Health Spending Account

Effective September 1, 2011 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.

ARTICLE 15 EXTENDED DISABILITY BENEFIT

15.1 Upon the expiry of four (4) calendar months from the original date of continuous absence the vacant position will be posted, pursuant to Article 9 of the Collective Agreement. The posted position will have the following statements:

a) This position is of a temporary nature due to the present incumbent being absent on extended disability.

b) 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 his/her former position (see Article 4).

c) Should the incumbent not be able to return in accordance with the time frame in 15.1(b) then the successful applicant will be declared the incumbent in the position and no re-posting of the position will be necessary.

15.2 a) Where at some time after the expiry of that time in 15.1 (b) 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 setting.

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.

15.3 In the event the successful applicant is required to return to their former position, he/she shall be returned to his/her former position and wage without loss of seniority or employment status. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position and wage without loss of seniority or employment status.

15.4 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 14 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 his/her former position and a position of comparable nature becomes vacant, as outlined in Clause 15.2 (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 his/her 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 his/her 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, his/her employment with the School District will be terminated. The returning employee will not be assigned to a higher classified position than previously occupied.

15.5 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.

15.6 Once an employee has been on extended disability for a period of twenty four (24) months and there is medical evidence to support that the employee will be unable to return to work because of disability, the Board shall then have the right to terminate the relationship.

ARTICLE 16 UNION RECOGNITION

16.1 The employer recognizes the Canadian Union of Public Employees Local No. 2843 as the sole and exclusive bargaining agency for employees coming within the unit certified by Certificate No. 472-92.

16.2 Union Committee and Stewards

16.2.1 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.

16.2.2 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.

16.2.3 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.

16.2.4 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.

16.3 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.

16.4 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 31st and September 30th, 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 17 MANAGEMENT RIGHTS

17.1 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.

17.2 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 18 NOTICE OF MEETING

Either party to 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 19 DISCRIMINATION

The Employer shall not discriminate against any employee on the basis of race, religious beliefs, gender, color, 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 reason of their membership or activity in the Union.

ARTICLE 20 GRIEVANCE PROCEDURES

20.1 Any difference between any employee covered by this agreement and the Employer, or between the Canadian Union of Public Employees Local No. 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.

20.2 Such difference (hereafter called grievance) shall first be submitted in writing to the Superintendent or designate, and to the President of C.U.P.E. Local No. 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.

20.3 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 C.U.P.E. Local No. 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 of 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.

20.4 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 2nd 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 the written consent of the parties.

ARTICLE 21 SUBROGATION

21 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:

21.1.1 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;

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

21.1.3 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;

21.1.4 The employee agrees to cooperate with the Board and to provide, at the Board's expense, all loss of income records, transcripts, 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

THIS 14th DAY of April, 2014.

Representative of the Canadian
Union of Public Employees Local 2843

[redacted]

Juanita Kaminski,
President

[redacted]

Jack Simpson
CUPE 2843, CUPE National Representative

Representative of the Board of Trustees
Lethbridge School District No. 51

[redacted]

Don Lacey,
Chair of CUPE 2843 Negotiations Committee

[redacted]

Don Lussier
Associate Superintendent

Letter of Understanding No. 1

Between

The Lethbridge School District No. 51

And

The Canadian Union of Public Employees Local 2843

March 3, 2014

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.

Signature of the Board,

[redacted]

Don Lacey

Chair of CUPE 2843 Negotiations Committee

[redacted]

Don Lussier

Associate Superintendent

Signature for CUPE 2843,

[redacted]

Jack Simpson

CUPE 2843 National Representative

[redacted]

Juanita Kaminski

CUPE 2843 President

Letter of Understanding No. 2

Between

The Lethbridge School District No. 51

And

The Canadian Union of Public Employees Local 2843

March 3, 2014

Effective January 1, 2014 Educational Assistants for pension purposes would have 1.0 year of service @ 0.84 FTE. This will apply to Educational Assistants on a continuing contract.

Signature of the Board,

[redacted]

Don Lacey

Chair of CUPE 2843 Negotiations Committee

[redacted]

Don Lussier

Associate Superintendent

Signature for CUPE 2843,

[redacted]

Jack Simpson

CUPE 2843 National Representative

[redacted]

Juanita Kaminski

CUPE 2843 President

Letter of Understanding No. 3

Between

The Lethbridge School District No. 51

And

The Canadian Union of Public Employees Local 2843

March 3, 2014

It is agreed that should the instruction grant rate increase from Alberta Education be higher than 2% from the previous year for the 2016 – 2017 school year the Board and Local 2843 would commence a meeting to discuss the 2% salary increase.

Signature of the Board,

[redacted]

Don Lacey

Chair of CUPE 2843 Negotiations Committee

[redacted]

Don Lussier

Associate Superintendent

Signature for CUPE 2843,

[redacted]

Jack Simpson

CUPE 2843 National Representative

[redacted]

Juanita Kaminski

CUPE 2843 President

Letter of Understanding No. 2

Between

Lethbridge School District No.51

And

The Canadian Union of Public Employees Local 2843

January 28th, 2015

Effective January 1, 2014, the base unit for calculating full time equivalency for pension purposes shall be equal to 30 hours per week (.86 FTE) for Educational Assistants.

This Letter of Understanding No. 2 supersedes the Letter of Understanding No.2 dated March 3rd, 2014.

Signature for the Board,

[redacted]

Don Lacey

Chair of CUPE 2843 Negotiations Committee

[redacted]

Don Lussier

Associate Superintendent

Signature for CUPE 2843,

[redacted]

Jack Simpson

CUPE 2843 National Representative

[redacted]

Juanita Kaminski

CUPE 2843 President