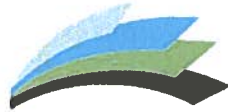


COLLECTIVE AGREEMENT

BETWEEN



Lethbridge
SCHOOL DISTRICT
NO. 51

LETHBRIDGE SCHOOL DISTRICT No. 51

– AND –

CANADIAN UNION OF PUBLIC EMPLOYEES

***CUPE* LOCAL 290**

September 1, 2018 to August 31, 2020

TABLE OF CONTENTS

ARTICLE 1:	Term of Collective Agreement.....	1
ARTICLE 2:	Interpretations and Definitions.....	2
ARTICLE 3:	Union Recognition.....	3
ARTICLE 4:	Salary.....	3
ARTICLE 5:	Annual Vacation.....	6
ARTICLE 6:	General Holidays.....	7
ARTICLE 7:	Payment of Salary for Absence Due to Illness, Medical/Dental, Disability or Accident.....	7
ARTICLE 8:	Personal Leaves of Absence for Purposes Other Than Those Defined in Article 7.....	9
ARTICLE 9:	Maternity and Parental/Adoptive Leave.....	11
ARTICLE 10:	Pension Plans, Group Life Insurance, Medical and Hospitalizations, Sickness and Accident Plans	12
ARTICLE 11:	Hours of Work and Scheduling of Work.....	14
ARTICLE 12:	Overtime / Additional Time	14
ARTICLE 13:	Appointments, Transfers, Terminations, Notification of Vacancies	15
ARTICLE 14:	Seniority	17
ARTICLE 15:	Grievance Procedure	18
ARTICLE 16:	Discrimination and Harassment.....	20
ARTICLE 17:	Occupational Health and Safety	20
ARTICLE 18:	General Clauses	21
ARTICLE 19:	Committees.....	21
ARTICLE 20:	Subrogation.....	22
	Letter of Understanding No. 1: Contracting-out.....	24
	Letter of Understanding No. 2: Rates of Pay 2019-2020 School Year.....	25
	Letter of Understanding No. 3: Student Employment under the Registered Apprenticeship Program (RAP) and Work Experience (WE) Program	26
	Letter of Understanding No. 4: Job Descriptions	28
	Letter of Understanding No. 5: Attendance Management Program	29

The attached Collective Agreement is made in duplicate the 16 day of December 2019.

BETWEEN: LETHBRIDGE SCHOOL DISTRICT No. 51
(Hereinafter called "Employer" Party of the first Part)

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 290 representing all
custodial and maintenance Employees in the employ of the School District
(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 of Collective Agreement

1.1 This Collective Agreement shall remain in full force and effect as of the 1st day of September 2018 and shall continue in full force and effect to the 31st of August 2020.

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.

The Union and Employer agree that during any period of negotiations for a new Collective Agreement, this contract shall, in accordance with the *Alberta Labour Relations Code, Article 128(a)(b) and (c)* remain in full force and effect until such time as either Party commence strike or lockout action or either Party gives notice of termination of the continuing terms and conditions of employment, whichever occurs first.

1.2 Negotiations pertaining to any desired change must be commenced within thirty (30) days after the date of receipt of the notice as mentioned in Clause 1.1 above.

1.3 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: Interpretations and Definitions

2.1 Head Caretaker:

Shall be the Caretaker appointed by the Employer to be in charge of a school.

2.2 Temporary and Casual Employees:

2.2.1 Temporary Employees shall be defined as follows:

- an Employee hired for a specific term of not less than six (6) months, nor greater than one (1) calendar year.
- an Employee hired to relieve a Regular Employee who is expected to be absent for more than ninety (90) days.

When a Temporary Employee is employed for six (6) continuous months, that Employee shall be entitled to participate in the Benefit Plans contained in Article 10 – Pension Plans, Group Life Insurance, Medical and Hospitalizations and Accident Plans.

- Provisions of Article 14: Seniority, do not apply to Temporary Employees unless their temporary contract extends beyond a period of one (1) year.

Notwithstanding the above, a person hired on this basis may, after six (6) months satisfactory service, apply for a posted vacancy and will receive consideration for such vacancy before a new Employee is hired.

2.2.2 Casual Employees shall be defined as all other Employees who have been hired on a day-to-day basis and who do not qualify to be appointed under Clause 2.2.1 above.

Casual Employees shall be paid at the hourly rate that is one dollar and fifty cents (\$1.50) per hour less than the hourly rate of the position filled provided that all current Casual Employees, as of the date of ratifying this Collective Agreement, are grandfathered and shall not suffer a loss in pay as a result of the implementation of this Clause and shall not be entitled to other benefits and rights under the Collective Agreement.

2.2.3 With respect to the above 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. This clause shall not include any sites staffed with one (1) Employee.

2.3 Apprenticeship Employee:

Is defined as an Employee who has received Employer approval to enrol in an Apprenticeship program under the provisions of the *Alberta Apprenticeship and Industry Training Act*.

ARTICLE 3: Union Recognition

3.1 Bargaining Unit:

The Employer recognizes the Canadian Union of Public Employees, Local 290 as the sole and exclusive Bargaining Agent for all of its Employees as outlined in the Labour Relations Certificate #471-92 and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters contained in the Collective Agreement affecting the relationship between the Parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

3.2 Bargaining Agent:

Shall mean those duly appointed representatives of the Union to discuss with a Committee of the Employer any and all matters affecting this Collective Agreement and the Union.

3.3 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.

3.4 Union Dues:

A deduction for Union dues, assessed by the Union, shall be made from the salary of all Employees covered by this Collective 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 names, addresses, phone numbers, classification, amount of wages and dues deducted from Employees from whose wages the deductions were made.

ARTICLE 4: Salary

Agreed to the following wage changes over the two years of this Collective Agreement:

2018 – 2019 School Year: zero percent (0%)

Effective the date of ratification (May 28, 2019):

A two percent (2%) signing bonus covering all Employees in the bargaining unit employed as of the date of ratification, using Box 14 of the 2018 T4 Supplementary.

2019 – 2020 School Year: zero percent (0%)

(Refer to Letter of Understanding No. 2 – Rates of Pay 2019-2020 School Year)

4.1 Salary:

The Salary to be paid to all Employees covered by this Collective Agreement shall be in accordance with the salary 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 15th of the month and the last working day of the month.

4.1.1 Method of Pay:

Until August 31, 2019 all Regular Employees covered by this Collective Agreement will be paid by the following calculation:

Hourly rate, multiplied by hours worked per day, multiplied by the number of days worked and General Holidays in a year, divided by twelve, less mid-month advance.

Effective September 1, 2019:

The Method of Pay on an hourly basis will be calculated as follows:

Employee scheduled hours worked + Approved paid leave hours + Applicable General Holiday hours (as per Article 6) + Submitted/approved additional hours (outside of Employee's schedule)	X	Employee's hourly rate (as outlined in Article 4)
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---	------------------------------------------------------

In addition to the above, Casual Employees shall receive payment for their vacation entitlement. All other Employees shall receive vacation as per Article 5.

4.2 Caretaking Rates:

<u>Effective September 1, 2018</u>	<u>Rate per Hour</u>
Head Caretaker.....	\$24.45
Caretaker	\$23.02
Casual Caretaker	\$21.52

4.3 Head Caretaker Allowances:

Effective until August 31, 2019, Head Caretaker: twenty cents (.20¢) per hour for each man hour in excess of four thousand (4,000) man hours. Allowances will be determined on September 1st of each school year.

Allowances paid under this Article will not be reduced during the term of this contract due to the reduction in man hours.

Effective September 1, 2019:

- Head Caretakers at High Schools will receive one hundred and twenty dollars (\$120.00) per month;
- Head Caretakers at Middle Schools will receive ninety dollars (\$90.00) per month;
- Head Caretakers at Elementary Schools will receive sixty dollars (\$60.00) per month if the Head Caretaker supervises at least one additional Caretaker.

4.4 Maintenance Personnel Rates:

<u>Effective September 1, 2018</u>	<u>Rate per Hour</u>
Labour Foreman.....	\$24.76
Labourer.....	\$23.97
Journeyman Painter.....	\$28.41
Journeyman Carpenter	\$33.63
Journeyman Plumber	\$34.58
Journeyman Electrician.....	\$34.58
Maintenance Technician	\$32.03
Casual Labourer.....	\$22.47

Apprenticeship Employee:

Apprenticeship Employees shall be paid in accordance with the *Alberta Apprenticeship and Industry Training Act* or the minimum Labourer rate whichever, is greater.

Effective until August 31, 2019:

Person-in-Charge (Exclusive of Labour Foreman)

An allowance of forty-three cents (.43¢) per hour when they are in charge of two or more Employees.

4.5 Labourer Foreman Allowance:

Effective September 1, 2019:

Labour Foreman will receive sixty dollars (\$60.00) per month if the Foreman supervises at least one (1) additional Labourer.

4.6 Certificate Allowances:

The Employer agrees to pay the annual fee(s) for all Employees holding the following certification:

- (1) Building Operators "B"
- (2) Building Operators "A"
- (3) 4th Class Power Engineer
- (4) 5th Class Power Engineer

Effective September 1, 2019:

Any Employee holding one or more of the above certificates will receive a total allowance of fifty dollars (\$50.00) per month.

- 4.7 An Employee required to assume, temporarily, the duties of another position paying a higher rate of pay, shall receive the rate paid for such position with effect from the first day. If required to temporarily fill a position carrying a lower rate, the Employee shall continue to receive the rate payable at their regular position.

ARTICLE 5: Annual Vacation

5.1 Employees covered by this Collective Agreement shall receive paid vacations in accordance with the following schedule:

Years of Service	Days accrued per month (refer to Clause 5.3)	Amount of Vacation per Year
Less than 1 year of service	1.25 vacation days per month for each complete month of service	
1 year or more but less than 7 years of service	1.25 vacation days per month for each complete month of service	Fifteen (15) working days
7 years or more but less than 16 years of service	1.67 vacation days per month for each complete month of service	Twenty (20) working days
16 years or more but less than 25 years of service	2.08 vacation days per month for each complete month of service	Twenty-five (25) working days
25 years or more of service	2.50 vacation days per month for each complete month of service	Thirty (30) working days

5.2 Anniversary Date is the date the Employee commenced service with the Employer.

5.3 Vacation entitlements are deposited monthly into Employees' vacation storage bank. Employees who start after the 1st of the month shall commence accumulating the following month.

5.4 Vacations are to be taken at such time as may be approved by the Employer or its designated officer. Each Employee shall, not later than April 1st of each year, indicate their preference for vacation dates. Where two or more Caretakers are employed in one school, the order in which annual vacation shall be taken shall be determined by the Head Caretaker and Secretary-Treasurer. The final vacation schedule shall be posted by not later than May 1st of each year.

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

5.6 Any unused vacation in excess of five (5) days shall be mutually agreed upon by the Employee and the Employer.

5.7 An Employee who wishes to carry forward a maximum of five (5) days of vacation entitlement shall request permission to do so, in writing, prior to June 30th to the Superintendent, or designate. Such permission shall not be unreasonably requested or withheld.

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	Victoria Day	Thanksgiving Day
Family Day	Canada Day	Remembrance Day
Good Friday	Heritage Day	Christmas Day
Easter Monday	Labour 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. In the event that the Easter break is replaced with a fixed spring break, then a day off in lieu of Easter Monday will be given as a paid Holiday.

6.2 Work Performed on General or Declared Holiday:

If a General or Declared Holiday falls on an Employee's regular working day and the Employee is required to work, salary shall be paid in addition to the regular rate of pay, one and one-half times (1.5x) the Employee's regular rate of pay for each hour worked.

6.3 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.

6.4 If a General Holiday occurs during an Employee's vacation, that day shall not count as a vacation day.

6.5 For those Employees who terminate during the Employment Year or have worked less than a year, General Holidays will be paid according to legislation.

ARTICLE 7: Payment of Salary for Absence Due to Illness, Medical/Dental, Disability or Accident

7.1 In the first (1st) year of services with the Employer, the Employee shall be granted a maximum of twenty-four (24) days of sick leave, accrued at the rate of two (2) days per month of employment.

In the second (2nd) year of service and longer, annual sick leave, will accrue at the rate of two (2) days per month of employment to a maximum of seventy-five (75) workdays. Sick leave with payment from the sick leave bank will be granted to an Employee for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness or disability or quarantine. No accrual of sick leave credits shall occur while an Employee is on leave without pay, if leave extends beyond thirty (30) days.

After the sick leave bank 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. The Alberta School Employee Benefit Plan (ASEBP) shall take effect for those Employees who are covered by ASEBP.

- 7.2 During a continuous absence for medical leave written application will be made by the Employee to the School District benefit plan for extended disability benefits. Pension and benefit coverage will terminate if Employee's share payments are not kept up to date for a period of two (2) months or more.
- 7.3 When an Employee leaves the employ of the Employer all sick leave entitlement shall be cancelled.
- 7.4 Before any payment is made under the foregoing regulations, the Employee shall provide:
 - 7.4.1 A declaration where the absence is for a period of three (3) days or less.
 - 7.4.2 A certificate signed by a qualified medical or dental practitioner where the absence is for a period of over three (3) days.
 - 7.4.3 When the sickness extends for a period of over one (1) 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 for the duration of the sickness.
 - 7.4.4 At the discretion of the Employer an Employee may be required to submit to an examination by a health authority at any time, costs to be borne by the Employer.
 - 7.4.5 Employees will return to their pre-disability location.

7.5 Worker's Compensation:

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

ARTICLE 8: Personal Leaves of Absence for Purposes Other Than Those Defined in Article 7

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.

8.1 With Full Pay:

- 8.1.1 In any one contract year, not more than three (3) days' leave for the critical illness of each of the Employee's father, mother, spouse, son, daughter, brother, sister or parents of spouse. A medical statement signed by the critical 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. If necessary, travel warrants additional leave, the three days may be extended up to a maximum of five days.
- 8.1.2 In any one contract year, not more than five (5) days' leave for the death of each of the Employee's father, mother, spouse, son, daughter, brother, sister, grandchild of the Employee or the Employee's parents of spouse.
 - 8.1.2.1 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.
- 8.1.3 In any one contract year, not more than 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.
- 8.1.4 In any one contract year, not more than one (1) day leave for the attendance at the funeral of each of the Employee's uncle, aunt, cousin, nephew, or niece.
- 8.1.5 One (1) day leave for attendance at the funeral of a friend of the Employee's family.
- 8.1.6 While obtaining citizenship papers at a scheduled session of the court, one (1) day.
- 8.1.7 While serving as a witness as a result of a notice to attend or subpoena, provided that any witness fee received for acting as a witness be paid over to the Employer.
- 8.1.8 For Employees to attend meetings or business of CUPE Local 290 as it affects the affairs of Lethbridge School District No. 51.
- 8.1.9 In the event that the Superintendent officially notifies the public of the temporary closure of the schools, Employees directed to work for emergency

purposes by the Director of Facilities shall be paid at the rate of one and one-half times (1.5x) the regular rate of pay for any work performed while the school is temporarily closed.

8.1.10 In any one contract year:

8.1.10.1 For the 2018-2019 School Year, one (1) day for family concerns including, illness, medical appointments, marriage, graduation, or household emergencies affecting the Employee's immediate family.

8.1.10.2 For the 2018-2019 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, 2019, two (2) days 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. In the first year of employment the leave bank will be prorated based on the Employee's start date in the School Year.

8.1.10.3 For the 2018-2019 School Year, one (1) day to attend to personal concerns provided school needs are met.

Effective September 1, 2019, two (2) days to attend to personal concerns provided operational needs are met. In the first year of employment the leave bank will be prorated based on the Employee's start date in the School Year.

For the 2018-2019 School Year, in the case of an additional family concern, the day allotted in Clause 8.1.10.2 for emergencies may be used provided prior approval has been obtained by the Coordinator of Caretaking / Director of Facility Services as well as Human Resources.

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.

8.1.11 For the purpose of taking job related courses and examinations as directed by or upon written approval of the Employer.

8.2 With Full Pay Provided Reimbursement is made to the Employer:

8.2.1 Leave of absence for Union work or conventions, provided the Union reimburses the Employer for all pay during the period of leave. The Employer or designate may give permission for Employees to attend General or Special Union meetings provided that the Employee makes up the time absent from work related duties to attend said meeting(s).

- 8.2.2 Subject to operational requirements, and upon written request to the Employer by the Union, leave of absence with pay, benefits, pension and vacation accrual may be granted to allow Employees to perform the duties of any office in their Union or the parent Union, or attend meetings of the Canadian Union of Public Employees, its affiliated or chartered bodies.

An Employee granted Union leave shall accrue their seniority rights in the bargaining unit with no loss of status. The Union will reimburse the Employer within thirty (30) calendar days after receipt of an invoice for the wages, benefits, pension and vacation accrual of an Employee granted Union leave of absence.

8.3 With Loss of Full Pay and Benefits:

- 8.3.1 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.

8.3.2 Pay During Approved Leave of Absence for Union Work or Convention:

An Employee shall receive the pay and benefits provided for in this Collective Agreement when on unpaid leave of absence for Union work or Conventions. However, the Union shall reimburse the Employer for all pay during period of absence and reimburse the Employer retroactively for all benefit costs.

ARTICLE 9: Maternity and Parental/Adoptive Leave

9.1 Maternity Leave:

Birth mothers who have worked for the Employer for at least ninety (90) days immediately prior to the leave request, shall be eligible for Maternity Leave without pay for a period not exceeding sixteen (16) weeks. The birth mother is eligible for up to sixty-two (62) weeks of Parental Leave without notice to the Employer, as described in Article 9.2, unless only sixteen (16) weeks of Maternity Leave were originally arranged.

- 9.1.1 When possible, an Employee will notify the Employer of their leave requirement six (6) weeks in advance of the first day of the leave, or as soon as possible. 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.
- 9.1.2 The Employer 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 the number of days currently available under Article 7.
- 9.1.3 An Employee returning from Maternity Leave shall be returned to the assignment held at commencement of the leave.
- 9.1.4 An Employee who wishes to resume working the next working day following the approved termination date of their leave shall give the Employer four (4) weeks

written notice of the day on which the Employee intends to resume working for the Employer.

9.1.5 Upon written notice application by the Employee, health benefits (Alberta School Employee Benefit Plan and Alberta Health Care) may be continued, at the Employee's expense.

9.1.6 If a pregnancy ends in other than a live birth within sixteen (16) weeks of the estimated due date, the birth mother shall receive Maternity Leave but not Parental Leave.

9.2 Parental/Adoptive Leave:

Employees who have worked for the Employer for at least ninety (90) consecutive days immediately prior to the leave request, are eligible for up to sixty-two (62) weeks unpaid Parental/Adoptive Leave pursuant to provincial legislation:

9.2.1 If both parents are Employees of the District, the combined parental leave cannot exceed sixty-two (62) weeks pursuant to provincial legislation.

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

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

9.2.4 Upon written notice application by the Employee, health benefits (Alberta School Employee Benefit Plan and Alberta Health Care) may be continued, at the Employee's expense.

9.2.5 Parental/Adoptive Leave can start any time after the birth or adoption of a child but must be completed within seventy-eight (78) weeks of the date the baby is born or placed with the parents.

ARTICLE 10: Pension Plans, Group Life Insurance, Medical and Hospitalizations, Sickness and Accident Plans

10.1 Participation:

All Employees except those defined in Article 2.2.2 (Casual Employees) covered under this contract shall participate in the plans in effect under the conditions and regulations of the respective plans.

10.2 Alberta School Employee Benefit Plan (ASEBP):

All Employees shall be covered under the provisions of the ASEBP Life Insurance Plan II and Extended Disability Plan D with the Employer paying 100% of the premium.

10.3 Alberta Health Care Insurance:

The Employer's contribution to the Alberta Health Care Insurance covering persons employed by the Employer shall be at the rate of 100% of the total premium.

10.4 ASEBP Extended Health Care – Plan I:

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

10.5 ASEBP Dental Care Plan III:

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

10.6 ASEBP Vision Care Plan III Benefits:

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

10.7 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*.

10.8 Pension Plan:

All eligible Employees shall participate under the provisions of the Local Authorities Pension Plan. The Employers' contribution shall be in accordance with the regulations of the Plan and would be terminated as per Clause 13.8.

10.9 Health Spending Account:

Effective until August 31, 2019:

The Employer will contribute to a Health Spending Account in the amount of five hundred dollars (\$500.00) for each staff member with seniority. Eligible support staff with seniority by September 1st of each year shall be actively at work, on Maternity and Parental/Adoptive Leave, on Sick Leave or extended disability.

Effective September 1, 2019:

The Employer will contribute to a Health Spending Account in the amount of seven hundred dollars (\$700.00) for each staff member with seniority. Eligible Employees with seniority as of September 1st of each year shall be actively at work, on Maternity and Parental/Adoptive Leave, on Sick Leave or extended disability.

ARTICLE 11: Hours of Work and Scheduling of Work

- 11.1 Hours of work shall be eight (8) hours per day, five (5) consecutive days, forty (40) hours per week. If any changes are to be made in the present workweek, there shall be prior notice to and discussion with the Union.
- 11.2 The Employer may, at its discretion, institute a compressed workweek during July and August.
- 11.3 Rest periods are provided as follows:

Shift	Paid Break	Unpaid Break
4-hour shift	1 – 15-minute break	
5-hour shift	1 – 15-minute break	30-minute break
6-hour shift	1 – 15-minute break	30-minute break
7-hour shift	1 – 15-minute break	30-minute break
8-hour shift	2 – 15-minute breaks	30-minute break
Head Caretaker (8-hour)	2 – 15-minute breaks	90-minute break*

*Exception: 30-minute unpaid break on Fridays and non-instructional days.

- 11.4 Permanent Part-time Employees shall have the option to fill any absences within that school where the absence occurs.

ARTICLE 12: Overtime / Additional Time

12.1 Regular Overtime:

An Employee shall receive overtime at the rate of time and one-half (1.5x) for each hour worked in excess of eight (8) hours per day or forty (40) hours per week. Overtime is authorized by the Coordinator of Caretaking or Director of Facilities.

12.2 Emergency Calls Overtime:

Shall be paid at the rate double time (2x) for a minimum of two (2) hours for any one emergency call. It is understood and agreed that the Employer or its representative shall be the one who requests an emergency call out.

12.3 Overtime Rates:

Pre-approved overtime may be taken as paid time off if mutually agreed to by the Employee and the Employer.

Overtime approved by the Employer shall be paid at one and one-half times their regular rate (1.5x) for each hour worked in excess of eight (8) hours per day or forty (40) hours per week.

12.4 Additional Time:

Pre-approved time may be taken as paid time off if mutually agreed by the Employee and the Employer. Hours worked in excess of the Employee's scheduled shift but less than eight (8) hours per day or forty (40) hours per week shall be paid at the regular rate of pay (1x).

12.5 Banked Time:

Banking of overtime or additional time will be limited to a maximum of three (3) days. Time off may be granted at the rate at which it was earned in lieu of cash payment. If no mutual agreement can be reached, cash payment will be made. Banked time may be taken at such time considering operational needs are met.

Banked time not in excess of three (3) days is not required to be paid out unless requested by the Employee.

ARTICLE 13: Appointments, Transfers, Terminations, Notification of Vacancies

13.1 Appointments:

All appointments to the permanent staff shall continue during the pleasure of the Employer, and the following conditions shall apply:

13.1.1 Each new Employee will be required to serve a one (1) 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. Should an Employee apply to another position during the Probationary Period and is successful, the Employee shall restart the Probationary Period.

Should the Employer transfer an Employee to a new position the Employee shall serve out the remaining portion of their Probationary Period.

13.1.2 A newly hired Employee will be required to produce a satisfactory criminal record check; including vulnerable sector, child intervention check and certificate of health (if necessary, for the position) prior to commencing work in a Casual, Temporary, Permanent Part-time or Full-time position.

13.1.3 Caretakers may be required to produce a 5th Class Power Engineering Certificate, or equivalent, as provided under the *Boilers Act* of the Province of Alberta, at the expiration of the Probationary Period.

13.2 Transfers:

The Employer may transfer any Employee to another position for *just cause* provided it is first discussed with the Union and Employee, the reasons for such transfer a minimum of ten (10) working days prior to the proposed date of transfer. Where the transfer is disputed it may be subject to grievance.

13.3 Discipline:

An Employee shall have the right to have a Shop Steward or Local Union Officer present at the discussion of disciplinary meetings with Human Resources or Designate.

13.4 Termination of Services:

Each Employee shall be expected to give the Employer notice for termination of service and the Employer shall also give the Employee notice of termination of service (preferably two weeks).

13.5 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 grieve or appeal the decision under the provisions of the Collective Agreement.

13.6 Vacancies:

13.6.1 When a new position or vacancy occurs, it shall be open for a minimum of five (5) working days. All Employees covered by this Collective Agreement shall be notified of postings via electronic mail. Awarding of position shall be communicated through electronic mail.

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

13.6.3 All interested Employees must submit their application for the position advertised by the date specified.

13.6.4 If a position becomes vacant any Employee shall have the right to apply for the position.

13.6.5 Promotions are based on qualifications. Seniority shall be used as one consideration in determining preference or priority in promotions and transfers.

If the Employer considers Employees relatively equal in their skills, ability, and aptitude, seniority shall govern.

Notwithstanding the above, the Employer will have the final decision as to what Employees have the required skills, aptitude, and ability to perform the necessary functions.

13.7 Process After One (1) Year of Continuous Absence:

In the event that an Employee becomes eligible to receive payment of extended disability benefits and following the expiration of one year of continuous absence,

including the initial ninety (90) days, the Employer and the Union agree that such absence will then normally constitute a vacancy and that this vacancy will be posted.

Where at some later date the Employee, who is on extended disability, is able to return to work the following procedures and rules will apply:

13.7.1 The Employee will be assigned to a position within the Union's jurisdiction at the current rate of pay and current hours of work not less than formerly enjoyed prior to the absence. This may not mean the former school or position.

13.7.2 Where the position and/or rate of pay for the position is established at a rate lower than the Employee's normal wages and classification, the Employee shall apply for all vacancies in the Employee's former job classification. Failure by the Employee to apply will immediately entitle the Employer to reclassify the Employee to the classification and rate of pay to which the Employee is presently assigned. It is understood that the application to such a vacancy does not guarantee the Employee's appointment to that position.

Alternate Explanation of (#2):

This position is to enable or ensure that the Employee returns to the proper classification at the earliest opportunity and also provides the Employer with a method to reclassify a person who does not wish to return to their former wage and classification.

13.7.3 At all times an Employee who is absent under the above-mentioned conditions shall be advised in writing prior to the position being posted so that the Employee is aware they will not lose their employment.

13.8 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, the Employer shall then have the right to terminate the employment relationship and cease all Employer contributed benefits.

ARTICLE 14: Seniority

14.1 The seniority of an Employee shall be established from the date the Employee last began continuous service with the School District.

14.2 The Employer agrees to prepare and e-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 and seniority standing, the latter being open to protest by Employees for thirty (30) days from the date of submission.

The Employer, upon request from any member of CUPE Local 290, will provide details of the hourly rate of pay and allowances paid to any position with the Union.

14.3 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 thereto.

- 14.4 In the event of reduction of staff, seniority shall govern with the Employee who has the least seniority being laid off first.
- 14.5 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.
- 14.6 An Employee shall not lose seniority rights if they are absent from work because of sickness, accident, lay-off, or leaves of absence approved by the Employer.

An Employee shall only lose their seniority in the event:

- 14.6.1 The Employee is discharged for *just cause* and is not reinstated.
- 14.6.2 The Employee resigns in writing and does not withdraw within two (2) days.
- 14.6.3 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.
- 14.6.4 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 their current address. An Employee recalled for casual work or employment of short duration at a time when they are employed elsewhere shall not lose their recall rights for refusal to return to work.
- 14.6.5 The Employee is laid off for a period longer than two (2) years.

ARTICLE 15: Grievance Procedure

- 15.1 From time to time, disputes arise between Employees and the Employer, which do not involve the interpretation of the Collective Agreement. Nonetheless, it is recognized that it is in the best interests of all concerned that these disputes be resolved quickly and efficiently to prevent unhealthy tensions from growing within the School District.

Any difference between any Employee covered by this Collective Agreement and the Employer, or between the Union and the Employer concerning the interpretation, application, operation or alleged violation of this Collective Agreement, and further including any dispute as to whether the difference is arbitrable, shall be defined as a grievance and shall be dealt with as herein provided, without stoppage of work or refusal to perform work.

CUPE Local 290 has instituted a Shop Steward System and both Employer and Union agree that their system will be used wherever possible to resolve a dispute involving labour relations using the following procedures.

15.2 Grievance Procedure:

Termination Grievances shall begin at Step 2.

STEP 1 – Within 15 calendar days:

In the first instance, an Employee shall take up any such dispute or difference directly with their immediate supervisor, within fifteen (15) calendar days of the event upon which the dispute is based or when the Employee first became aware of the event. The Employee has the right to arrange for the presence of a Union officer. The supervisor will give their decision within seven (7) calendar days.

STEP 2 – Within 15 calendar days of the end Step 1:

If the dispute has not been resolved through discussion with the Employee's immediate Supervisor, such difference (hereafter called a grievance) shall first be submitted in writing via email to the Associate Superintendent of Business Affairs or their designate within fifteen (15) calendar days of receiving the response in Step 1, who in turn shall submit it to the Labour Management Committee. Such grievance shall set out the nature of the grievance, and the Articles of this Collective Agreement or any legislation which it is alleged have been violated. A meeting shall be scheduled within fifteen (15) calendar days and a decision forwarded in writing to the Union within seven (7) calendar days of said meeting.

STEP 3 – Arbitration:

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 fifteen (15) calendar days after the response has been received from the Step 2 meeting.

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 seven (7) calendar days of the appointment of the second of them, appoint a third person who shall be the Chairperson. In the event of any failure to appoint a Chairperson, 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 Collective Agreement. All grievances or differences submitted shall present an arbitrable issue under this Collective Agreement and shall not depend on or involve an issue or contention by either Party that is contrary to any provisions of this Collective Agreement or that involves the determination of a subject matter not covered by, or arising during the term of, this Collective 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 Chairperson governs, and it shall be deemed to be the award of the Employer.

The Arbitration Board shall give its decision. 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 Chairperson.

In the event, at any stage of the aforesaid procedure (except in respect of appointing persons to the Arbitration 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.

15.3 Group Grievance:

In the event that the difference affects two (2) or more Employees, the grievances may be grouped dealt with as a single grievance commencing at Step 2. The timelines outlined in this Article shall apply.

15.4 Policy Grievance:

Where a dispute involving the general application or interpretation occurs the Union may initiate a policy grievance and will begin at Step 2. The timelines in this Article shall apply.

15.5 Timelines within this grievance procedure may be extended through agreement of both Parties. Calendar days referenced in this article shall not include General Holidays.

ARTICLE 16: Discrimination and Harassment

16.1 Discrimination:

The Employer shall not discriminate against any Employee on the basis of race, religious beliefs, colour, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status or sexual orientation of that person or any other person, political beliefs, nor by reason of their membership or activity in the Union.

16.2 The Parties are committed to providing a harassment free work environment in which all individuals are treated with respect and dignity as per School District policy and other legislative regulations.

ARTICLE 17: Occupational Health and Safety

17.1 The Parties to this Collective Agreement will cooperate in the matter of occupational health, safety and accident prevention.

17.2 Employees required to drive as a function of their duties, shall provide a driver's abstract at the request of the Employer. Cost will be borne by the Employer.

- 17.3 Until August 31, 2019, Maintenance personnel shall be entitled up to one-hundred and fifty dollars (\$150.00) every two (2) years for safety footwear upon proof of receipt of purchase.

Effective September 1, 2019:

Maintenance personnel shall be entitled up to two-hundred and fifty dollars (\$250.00) every two (2) years for safety footwear upon proof of receipt of purchase.

- 17.4 Effective September 1, 2019:

All Caretaking Employees who are actively at work as at October 1st of each year, shall be entitled to an allowance of one hundred dollars (\$100.00) per year for appropriate, occupational, clothing and/or footwear. This allowance will be deposited by October 31st of each year.

ARTICLE 18: General Clauses

- 18.1 Pay rates for all new positions created during the term of this Collective Agreement shall be determined through negotiation between the Parties to this Collective Agreement.
- 18.2 An Employee who has severed their employment between the termination of this Collective Agreement and the effective date of the Collective Agreement shall, within a sixty (60) day period, apply to the Employer, in writing, for retroactivity of any increase in wages, salaries or other prerequisites.
- 18.3 The Union and the Employer shall cooperate in continuing and perfecting regulations which will afford adequate protection to Employees engaged in work for the Employers.
- 18.4 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.
- 18.5 Management reserves all rights not restricted by this Collective Agreement.

ARTICLE 19: Committees

- 19.1 Committee:

Shall mean the Committee, person, or persons, acting on behalf of the Employer or the Union to meet on all matters affecting this Collective Agreement or for another purpose as approved by the Employer.

- 19.2 Notice of Meeting:

Either Party to this Collective 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.

19.3 Labour Management Committee:

It is mutually agreed that a Labour/Management Committee be established to discuss matters of mutual interest, but not matters under consideration through the grievance procedure. Terms of Reference shall be determined by the Committee.

Meetings will be held on a quarterly basis if required and other meetings may be called as required.

19.4 Joint Occupational Health and Safety Committee:

Site-based Health and Safety Committees and a Joint Worksite Health and Safety Committee shall be established for the purpose of jointly considering, monitoring, inspecting, investigating and reviewing health and safety conditions and practices, and to improve existing health and safety conditions and practices. These meetings shall be held during normal working hours and Employees participating shall be paid their applicable rate of pay in accordance with applicable Articles of this Collective Agreement.

Workplace Health and Safety Committees shall be established at each worksite and will be comprised of four (4) members, one (1) of which shall be a CUPE Local 290 member. One (1) member of the site-based committee shall be selected by other committee members to participate in the Joint Workplace Health and Safety Committee as the site based representative.

Terms of Reference for the committees and meeting minutes shall be posted in a central location at each Site.

ARTICLE 20: Subrogation

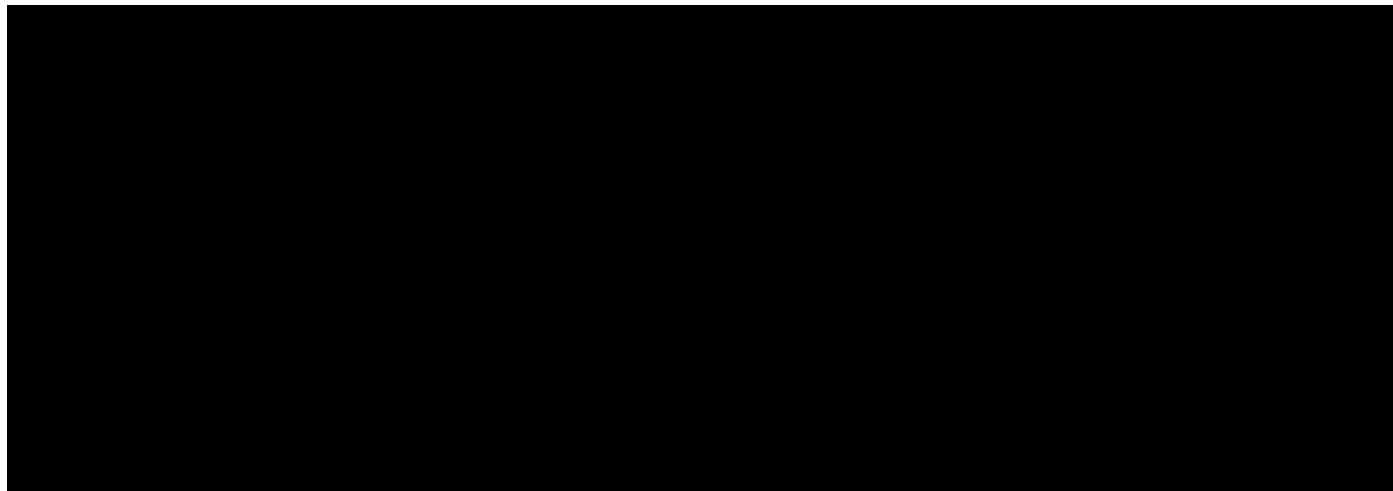
20.1 In the event that the Employer incurs a cost of absence (wages and benefits) up to ninety (90) days as a result of an act or omission of a third Party, the Employer is subrogated to any right of recovery of the Employee from the third Party in the amount of the cost of absence and without restricting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

- 20.1.1 The Employee shall advise the Employer 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 Employer incurring a cost of absence;
- 20.1.2 The Employee shall upon request by the Employer include the cost of absence, as calculated by the Employer, in the Employee's claim;
- 20.1.3 The Employer 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;
- 20.1.4 The Employee agrees to cooperate with the Employer and to provide, at the Employer'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 Collective Agreement.

Signed and dated the 16 day of December 2019.



Letter of Understanding No. 1: Contracting-out

BETWEEN

Lethbridge School District No. 51

- AND -

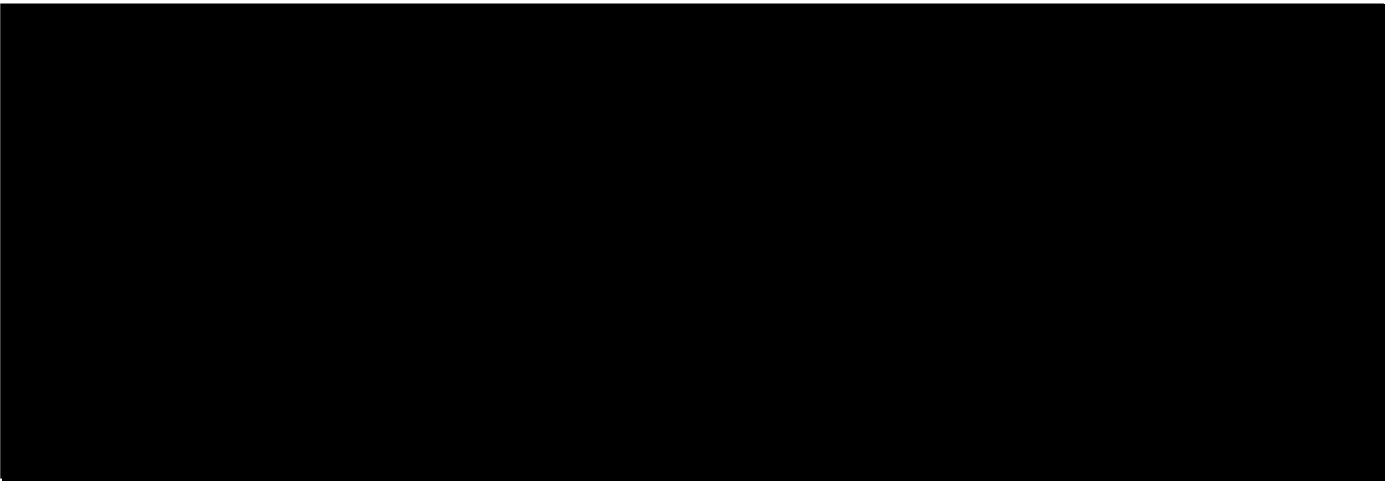
Canadian Union of Public Employees, Local 290

RE: Contracting-out

For the life of the contract, work presently and normally performed by Employees who are subject to the provisions of the Collective Agreement will not be contracted-out.

Contractors may be used for specific jobs when qualified maintenance Employees are not available to perform the job due to workload. No maintenance Employee will be laid off or suffer a reduction in their hours of work as a result of the use of a contractor.

Signed and dated the 16 day of December 2019.



Letter of Understanding No. 2: Rates of Pay 2019-2020 School Year

BETWEEN

Lethbridge School District No. 51

- AND -

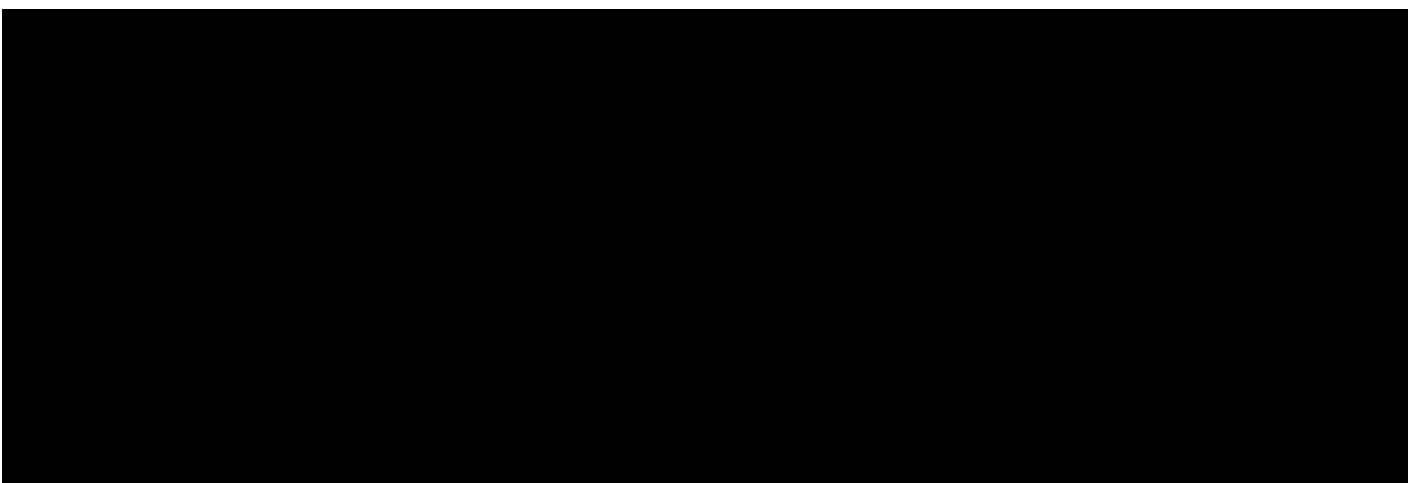
Canadian Union of Public Employees, Local 290

Re: Rates of Pay 2019-2020 School Year

It is agreed that should ATA Local 41 receive a wage increase on grid rates for the 2019-2020 School Year, the School District will provide the same percentage increase to rates of pay within CUPE Local 290 for the 2019-2020 school year.

Should the ATA Local 41 receive a onetime lump sum payment for the 2019-2020 school year, the School District and CUPE Local 290 agree to meet and determine the calculation of the proportional amount applicable to CUPE Local 290 for the 2019-2020 School Year.

Signed and dated the 16 day of December 2019.



Letter of Understanding No. 3: Student Employment under the Registered Apprenticeship Program (RAP) and Work Experience (WE) Programs

BETWEEN

Lethbridge School District No. 51

- AND -

Canadian Union of Public Employees, Local 290

Re: Student Employment under the Registered Apprenticeship Program (RAP) and Work Experience (WE) Programs

It is agreed that the term of this letter will be effective June 1, 2019. This letter may be rescinded with six months' notice by either Party or by mutual agreement.

The School District operates a High School Off-Campus program that allows students to gain high school credits through employment with a variety of Employers in the City of Lethbridge. These students earn credits under RAP if working with a registered tradesperson(s) or WE if employed if not working with a non-registered tradesperson.

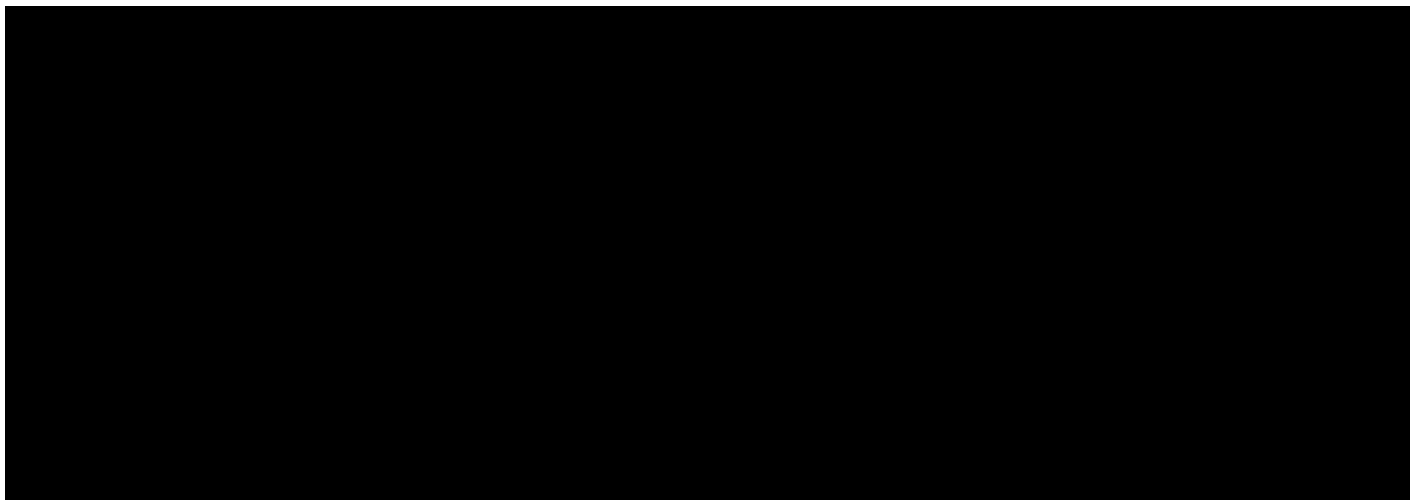
Parties agree that this is a good opportunity for the Employer, Employees, and students of Lethbridge School District No.51 to participate in short-term employment opportunities with the School District under the following terms and conditions:

1. Student employment will be on a casual basis for no longer than 250 hours. Casual employment may occur during the summer months or part days during the school year.
2. Student employment will not displace regular duties performed by permanent Employees.
3. Student Employees will work alongside another CUPE Local 290 Employee for purposes of the program.
4. Employees are not required to participate in this program. Participation will be voluntary.
5. Management will work with the Off-Campus Coordinator (or designate) to determine suitability of placement. The Off-Campus Coordinator (or designate) will be responsible for vetting all students to ensure they are suitable for the requested employment placement.

6. Employees participating in the program will receive guidance from the Off-Campus Coordinator (or designate) and participate in Student Employee Evaluations.
7. Student Employees will be paid at the legislated minimum wage and will be required to pay union dues as per any other Casual Employee. Student Employees hired shall not be entitled to other benefits and rights under the Collective Agreement.

At any point either Party may bring forth any program concerns for discussion at Labour Management Meetings.

Signed and dated the 16 day of December 2019.



Letter of Understanding No. 4: Job Descriptions

BETWEEN

Lethbridge School District No. 51

- AND -

Canadian Union of Public Employees, Local 290

Re: Job Descriptions

Management is committed to revising the job descriptions. Management will provide these updated job descriptions for review to Labour Management Committee by December 31, 2019.

The Union is committed to provide feedback to Management within ninety (90) days from receipt.

These timelines may be extended through mutual agreement of both Parties.

Signed and dated the 16 day of December 2019.

Letter of Understanding No. 5: Attendance Management Program

BETWEEN

Lethbridge School District No. 51

- AND -

Canadian Union of Public Employees, Local 290

Re: Attendance Management Program

Management is committed to develop an Attendance Management Program and agree to meet with the Union through the Labour Management Committee by September 30, 2019. The goal of this meeting is to come to a common understanding of definitions and process.

These timelines may be extended through mutual agreement of both Parties.

Signed and dated the 16 day of December 2019.

