

COLLECTIVE AGREEMENT

BETWEEN



Lethbridge
SCHOOL DIVISION

THE BOARD OF TRUSTEES OF THE
LETHBRIDGE SCHOOL DIVISION

– AND –

CANADIAN UNION OF PUBLIC EMPLOYEES
CUPE LOCAL 2843

September 1, 2020 to August 31, 2024

TABLE OF CONTENTS

Land Acknowledgment.....1
ARTICLE 1 – Term and Effective Date2
ARTICLE 2 – Employees Defined.....2
ARTICLE 3 – Working Hours3
ARTICLE 4 – Position Classification and Pay Levels Chart.....3
ARTICLE 5 – Wages and Salary Schedule.....4
ARTICLE 6 – Period of Employment, Hours of Work, Rest Periods, Overtime.....7
ARTICLE 7 – General Holidays9
ARTICLE 8 – Vacation Entitlements9
ARTICLE 9 – Seniority10
ARTICLE 10 – Vacancies, Probation, and Transfers.....12
ARTICLE 11 – Discipline and Termination of Service.....13
ARTICLE 12 – Sick Leave, Short Term and Extended Disability14
ARTICLE 13 – Leave Entitlements16
ARTICLE 14 – Leave Without Pay.....19
ARTICLE 15 – Maternity and Parental/Adoptive Leave19
ARTICLE 16 - Employer Paid Benefits21
ARTICLE 17 – Extended Disability Benefit22
ARTICLE 18 – Union Recognition24
ARTICLE 19 – Management Rights.....25
ARTICLE 20 – Occupational Health and Safety25
ARTICLE 21 – Notice of Meeting26
ARTICLE 22 – Discrimination and Harassment26
ARTICLE 23 – Grievance Procedure26
ARTICLE 24 – Subrogation30
Letter of Understanding No. 1 – No Contracting-out.....31
Letter of Understanding No. 2 – Educational Assistant – Non-Certified (Level 1).....32
Letter of Understanding No. 3 – Jordan’s Principle Funding.....33
Letter of Understanding No. 4 – Substitute Payroll34
Letter of Understanding No. 5 – Ten (10) or Twelve (12) Month Choice35
Letter of Understanding No. 6 – Gaining Seniority During the COVID-19 Pandemic.....36

Land Acknowledgment

Treaty 7 territory, is a traditional meeting ground, gathering place, and travelling route used by Indigenous peoples. This territory provided a home to the Blackfoot Confederacy: Siksika, Piikani and Kainai as well as the Tsuu T'ina Nation and Stoney Nakoda First Nation along with many others.

The lands of Treaty 7 Territory are located within Metis Nation of Alberta Region 3 within the historical Northwest Metis homeland.

Treaty 7 territory provides sites of natural abundance, ceremony, culture, travel, rest, and relationships of all Indigenous people.

CUPE Local 2843 and Lethbridge School Division acknowledge that we are all Treaty People with Treaty obligations. We recognize the history of all Indigenous people in their traditional land across Canada.

In the spirit of Truth and Reconciliation, and acknowledgement of the sacred gathering places CUPE Local 2843 and Lethbridge School Division respectfully commit to using these gathering places as an opportunity to engage and provide Indigenous Education to create awareness and demonstrate leadership to all our Employees.

CUPE Local 2843 and Lethbridge School Division are dedicated to completing the ongoing active work of the Truth & Reconciliation Commission and The United Nations Declaration on the Rights of Indigenous People, we are committed to providing action of reconciliation in solidarity with all Indigenous people.

ARTICLE 1 – Term and Effective Date

- 1.1 This Collective Agreement shall remain in full force and effect from September 1, 2020, to August 31, 2024.
- 1.2 This Collective Agreement shall continue from year to year unless written notice to terminate or amend is served by either Party to the other not more than one hundred and fifty (150) days or less than sixty (60) days prior to the date of expiration of the contract.
- 1.3 Negotiations pertaining to any desired change must be commenced within thirty (30) days after the date of receipt of the notice as mentioned in Article 1.2 above.
- 1.4 The Parties of this Collective Agreement mutually agree to comply with and be governed by the conditions as set out herein, for the purpose of maintaining harmonious relations between the Employer and Employees.

ARTICLE 2 – Employees Defined

- 2.1 **Permanent Employee**
Is a person employed in a continuing position working a minimum of fifteen (15) hours per week.
- 2.2 **Temporary Employee**
Is a person employed for a period of ninety (90) consecutive calendar days or greater and shall not exceed beyond the current school year or for the full length of a legislated leave or disability as determined by the Employer.
- 2.3 **Casual Employee**
Is an Employee who is assigned regular hours in an assignment of less than fifteen (15) hours per week and who may work on an intermittent basis as needed and may be used to provide coverage for a period of less than ninety (90) consecutive calendar days.
 - (a) Casual Employees shall not be entitled to other benefits under the Collective Agreement.
 - (b) Casual Employees shall not gain seniority.
- 2.4 **Substitute Employee**
Is an Employee who works on an intermittent basis to replace absent Employees. Substitute Employees shall not be entitled to other benefits under the Collective Agreement. Substitute Employees shall not gain seniority.
- 2.5 All Central Office/Attwell staff are excluded from this Collective Agreement.

ARTICLE 3 – Working Hours

3.1 Employees shall not work more hours per school year than the schedules below.

Appropriate Employee Calendars are provided by Human Resources and available to staff online. The calendar may include working days identified as professional learning days, parent-teacher conference days, non-work days and school closure days.

Position	Shall not work more than:
Educational Assistants	1385 hours per year
Advanced Educational Support	1385 hours per year
Learning Commons Facilitator	1467.5 hours per year
Student Support Worker	1467.5 hours per year
Administrative Support Elementary	1467.5 hours per year
Administrative Support (High School)	1545 hours per year
Administrative Assistant (Elementary)	1510 hours per year
Administrative Assistant (Middle School & High)	1545 hours per year
Business Support	1545 hours per year

ARTICLE 4 – Position Classification and Pay Levels Chart

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

4.1 Details of Class Specifications including kind and level of work; typical duties which may be assigned; knowledge, abilities and skills required; and desirable education and experience are available on the Lethbridge School Division website (under the Employment Tab).

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

ARTICLE 5 – Wages and Salary Schedule

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

5.2 Rates of Pay (inclusive of General Holidays)

Effective to all classifications

General increases to current grids.

Effective June 1, 2023: One and one-quarter percent (1.25%) increase.

Effective February 1, 2024: One and one-half percent (1.5%) increase.

Effective May 1, 2024: Grids shortened, and market rates applied where agreed.

Educational Assistants				
LEVEL	Start	1 Year	2 Year	3 Year
1	\$21.63	\$22.15	\$22.67	\$23.42
2	\$22.90	\$23.46	\$23.99	\$24.95
Learning Commons Facilitators Administrative Support (Elementary, Middle and High School)				
LEVEL	Start	1 Year	2 Year	3 Year
3	\$23.85	\$24.41	\$25.00	\$26.39
Advanced Educational Support Student Support Worker Administrative Assistant (Elementary, Middle and High School)				
LEVEL	Start	1 Year	2 Year	3 Year
4	\$26.39	\$27.40	\$28.42	\$29.44
Business Support				
LEVEL	Start	1 Year	2 Year	3 Year
5	\$26.52	\$27.14	\$27.75	\$30.45

5.3

Substitute Pay*	Rate	May 1, 2024	Effective August 31, 2024
		Sub 1 Rate	Meet conditions under 5.3(a) Sub 2 Rate
Educational Assistant	\$19.49 per hour	\$21.63 per hour	\$22.50 per hour
Administrative Assistant Administrative support Learning Commons Facilitators	\$21.56 per hour	\$23.85 per hour	\$24.75 per hour

*Substitute pay rates will be provided on an hourly basis for the actual amount of time worked. These substitute hours are processed in accordance with the replacing Employee's schedule. Any additional time worked outside of this schedule is to be submitted and approved.

- (a) Effective August 31, 2024, Substitutes having 2000 hours or more as a CUPE 2843 Employee in a related position or other related experience within the Division since 2015 shall be paid the Sub 2 rate. The hour threshold assessment for the Sub 2 rate shall be made twice per year and be effective for the first pay period following the assessment.

Assessment of hours shall include all hours to the end of the month prior to the September and February pay periods.

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

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

5.5 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.

5.6 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.

5.7 Method of Pay Calculations

(a) 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 + Submitted/approved additional hours (Outside of Employee's schedule)	X Employee's hourly rate
--	--------------------------

In addition to the above, Employees shall receive their applicable vacation entitlements.

(b) The Employer will offer an optional "Summer Savings" program for the Employees. This Summer Savings program will allow the Employees to bank a portion of their net pay from each pay period as per the following guidelines:

- (i) The Employer shall notify Employees of the method of request on or before August 15th of the upcoming school year. The Summer Savings Program is effective for the full school year. There are no mid-year payouts or advances other than leaving employment. An Employee wishing to utilize the Summer Savings Program must make their request to the Employer by September 5th of the applicable school year using the Employer's prescribed format.
- (ii) Should the Employee choose not to notify the Employer as per Clause 5.7(b)(i), the Employee will be paid in accordance with Article 5.7(a) and will not have their net pay withheld.
- (iii) No interest is earned on the Employee's accumulated Summer Savings funds. This is in consideration of the Employer's costs to administer the Summer Savings program.
- (iv) The Employer will draw from the Employee's banked Summer Savings funds to minimize the net pay effects during the Winter Break, Family Day Break and Spring Break. The Employer will pay the remaining balance in the Summer Savings account as of July 1st in four (4) equal payments on July 15th, July 31st, August 15th, and August 31st. There are no tax or payroll withholdings on payments from the Summer Savings account as these are saved from the Employee's Net Pay.

5.8 Recognition of Experience and Training

- (a) An Employee's Anniversary Date is the most recent date of commencement of an uninterrupted contract with the Employer excluding those hired under Clauses 2.3 and 2.4 – Casual and Substitute Employees.
- (b) The successful candidate(s) with previous experience may be paid a rate of pay above the normal start rate as determined by the Superintendent or designate but in no case, shall the successful candidate(s) commence at the maximum salary.
- (c) Change in classification shall be made with the approval of the Employer and in accordance with the job classification plan.
- (d) An Employee under contract will receive one (1) increment for each year worked. Allowance for experience shall be one Step on the salary grid. These adjustments will be made on the first (1st) day of the month following the Employee's anniversary date.
- (e) Notwithstanding Clause 5.8(d) an Employee under contract whose work schedule is less than six hundred (600) regular hours but greater than five hundred (500) hours, shall receive one increment for each two (2) years of consecutive service.

ARTICLE 6 – Period of Employment, Hours of Work, Rest Periods, Overtime

6.1 Period of Employment

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

6.2 Hours of Work

- (a) Full-time Employees normally work five (5) days per week, Thirty-five (35) hours per week in accordance with the Employer's guidelines.
- (b) Permanent Part-time Employees with seniority as defined in Article 2, normally work five (5) days per week with hours ranging from a minimum of fifteen (15.00) to thirty-four point ninety-nine (34.99) hours per week.

- (c) Temporary Employees as defined in Article 2 normally work five (5) days per week with hours ranging from a minimum of fifteen (15) to thirty-five (35) per week.
- (d) Casual Employees as defined in Article 2 normally work less than fifteen (15) hours per week.
- (e) Scheduling of daily hours of work in the schools shall be at the discretion of the Principal and/or designate.
- (f) Employees may be subject to recall on those days that school is not in operation except Saturdays, Sundays and General or declared holidays.

6.3 Rest Periods

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

6.4 Overtime

- (a) 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 of thirty-five (35) hours per week.
- (b) Notwithstanding Clause 6.4(a), if overtime is authorized by the Employer or its designate, and by mutual agreement between the Employer and the Employee involved, time off may be granted at the overtime rate in lieu of cash payment for overtime worked. If no mutual agreement can be reached, cash payment at the overtime rate will be made. This banked time would be used when the impact on students is minimal.

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

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

ARTICLE 7 – General Holidays

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

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

and any public holiday proclaimed by the Municipal Government, 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, the Easter break is replaced with a fixed spring break, then Easter Monday will not be included.

*If National Day for Truth and Reconciliation falls on an instructional day, another day may be provided in lieu where there is no impact on students.

7.2 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.

7.3 When a General Holiday occurs during an Employee's vacation, that day shall not be deducted from the Employee's vacation entitlement.

ARTICLE 8 – Vacation Entitlements

8.1 All Employees covered by this agreement shall receive vacation pay based on the method of pay calculation in Article 5 and in accordance with the following schedule:

After 1 month – 6 th year of service	6%
Commencing the 7 th Year	8%
Commencing the 16 th Year	10%
Commencing the 20 th Year	11%
Commencing the 25 th Year	12%

Administrative Assistant High School and Business Support Employees hired prior to ratification will refer to Article 8.2 or LOU #5.

- 8.2 Any twelve (12) month Employee shall receive vacation entitlement in accordance with the following schedule for each completed month of service:

From Start Date	Vacation Entitlement (Accrued)
After 1 month – 12 months of service	1.25 working days
Commencing the 2 nd Year	1.25 working days
Commencing the 7 th Year	1.67 working days
Commencing the 16 th Year	2.08 working days
Commencing the 20 th Year	2.29 working days
Commencing the 25 th Year	2.5 working days

- 8.3 Vacation Year is the period from July 1st to June 30th.
- 8.4 Unless otherwise authorized by the Employer or its designate, annual vacation will be taken during the summer recess.
- 8.5 An Employee whose vacation leave is disrupted by their own illness or injury which requires hospitalization, after their vacation has begun, shall be entitled to reschedule or extend their vacation for the period of the disability, providing that the nature and period of the disability is substantiated by a doctor's certificate.

ARTICLE 9 – Seniority

- 9.1 Seniority Defined
Seniority is defined as the length of continuous service with the Employer and shall be used in consideration when 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 relatively equal.
- 9.2 The seniority of an Employee shall be established from the date the Employee first entered the service of the School Division.
- 9.3 Educational Assistant and Advanced Educational Support Employees who have been appointed under a temporary contract for three (3) consecutive years (or more) based on the approved calendars each year shall obtain seniority pursuant to Article 8. There must be no break in service past September 30th as long as the Employee was actively seeking employment. These Employees will be guaranteed a minimum of 0.43 Full-time Equivalent (FTE).

Effective May 1, 2024, Educational Assistant and Advanced Educational Support Employees who have been appointed under a temporary contract for two (2) consecutive years (or more) based on the approved calendars each year shall obtain seniority pursuant to Article 8. There must be no break in service past fourteen (14) days from the start of the Educational Assistants and Advanced Education Support Employee calendar. These Employees will be guaranteed a minimum of fifteen (15) hours a week.

- 9.4 In the event of a reduction of staff, seniority shall govern with the Employee who has the least seniority being laid off first.
- 9.5 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.
- 9.6 Notwithstanding the above, due to the nature of the work performed and their responsibility to students, Employees must have the required skills, aptitudes, and abilities to perform the necessary functions required to meet the needs in the school/division. Seniority shall be used in consideration where Employees are relatively equal in their ability to provide the required service in the school/division.
- 9.7 The Employer agrees to prepare and provide to the Secretary of the Union, not later than November 30th and February 28th 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 the submission.
- 9.8 Upon proof of error being established by a Union Representative, correction shall immediately be made. The Employer will supply the Union with a copy of the Seniority List and corrections hereto.
- 9.9 An Employee shall not lose seniority rights if absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer.
- 9.10 An Employee shall only lose seniority in the event:
 - (a) The Employee is discharged for just cause and is not reinstated.
 - (b) The Employee resigns in writing and does not withdraw within two days.
 - (c) 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.

- (d) 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.

- (e) The Employee is laid off for a period longer than two years.

ARTICLE 10 – Vacancies, Probation, and Transfers

Vacancies

- 10.1 When a new position or vacancy occurs, it shall be posted by Human Resources for a minimum of five (5) working days. All Employees covered by this agreement shall be notified of postings via electronic mail. Postings are also available to be viewed on the Division Website. Awarding of positions shall be communicated through electronic mail 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 emailed electronically to all Employees who are on staff as of the last school day of the preceding June.

- 10.2 Any interested Employees must submit their application for the position advertised by the date specified in the notice using the Division Job Posting System.
- 10.3 Outside advertising for a posted position may be placed concurrently with internal postings. External applications will not be considered until the internal applications of Employees have been received and reviewed by the Human Resources Department and the list of internal applicants weighted and considered.
- 10.4 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.

Probation

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

- (a) Each new Employee will be required to serve a minimum of one (1) full year probationary period from the date of appointment and the Employer reserves the right to terminate the services of any Employee at any time during the probationary period.
- (b) In circumstances where a new Employee has not met the duties of the position within the one (1) full year probationary period, the Employer may grant an extension up to one (1) additional year probationary period and the Employer reserves the right to terminate the services of any Employee at any time during this second probationary period.
- (c) Each new Employee, at their own expense, will be required to produce a satisfactory criminal record check, and child intervention check prior to commencing work.

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

Transfers

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

ARTICLE 11 – Discipline and Termination of Service

11.1 Employee Notice

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

Employer Notice

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

11.2 Dismissal

Any Employee may be dismissed by the Employer for just and reasonable cause. The issuing of just and reasonable discipline will take into account any conduct of the Employee, with a focus on student welfare and acts detrimental to the Division's operations.

- 11.3 An Employee shall have the right to request to have a Local Union Officer present at any meeting where discipline is a potential outcome of the meeting.

An Employee may request Union representation at any time during a meeting where discipline is discussed, even if previously waived.

Where discipline is a potential outcome of the meeting or if discipline becomes apparent during the meeting, the Employee shall have the right to a Union representative. The Employer may also advise the Employee of this right.

11.4 Retroactive Pay for Terminated Employees

An Employee who has severed their employment with the Employer shall be eligible for all negotiated wage increases retroactivity for each day worked provided the Employee applies to the Payroll Department in writing within a sixty (60) calendar day period of the contract being ratified and the Employee has worked a minimum of twenty (20) calendar days in the current year.

ARTICLE 12 – Sick Leave, Short Term and Extended Disability

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

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

- 12.2 Commencing the second year of employment, after ninety (90) calendar days of continuous absence due to medical disability, no further salary shall be paid. The Employee will make a written application to the Division benefit plan for extended disability benefits for those Employees who are covered by the Alberta School Employee Benefits Plan.

Pension coverage will terminate if payments are in arrears with the Division for a period of two (2) months or more provided the Division has given reasonable notice to the Employee that they are in arrears and that payment must be made forthwith.

- 12.3 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.

- 12.4 The Employee shall make every reasonable effort to complete the applications for short-term and/or Extended Disability Benefits in an expeditious manner.
- 12.5 Until ASEBP makes a determination regarding the application, the Employee shall be paid under the provisions of Article 12.
- 12.6 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.
- 12.7 When an Employee leaves the employ of the Employer all sick leave shall be cancelled.
- 12.8 Before any payment is made under the foregoing regulations, the Employee shall provide:
- (a) A declaration form to be provided by the Employer where the absence is for a period of three (3) days or less.
 - (b) A certificate signed by a qualified medical or dental practitioner recognized by the Alberta Health Care Plan where the absence is for a period of over three (3) days.
 - (c) 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 during the duration of the sickness.
 - (d) 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.
- 12.9 Worker's Compensation
If an Employee covered by this contract is prevented from performing regular duties due to an occupational accident that is recognized by the Workers' Compensation Board as compensational within the meaning of the *Workers' Compensation Act*, the Employer will supplement the award made by the Compensation Board for the loss of wages to the Employee by such an amount so that the award of the Compensation Board will equal one hundred percent (100%) of the Employee's regular wage. The supplementation by the Employer shall not be for a period in excess of one hundred twenty (120) calendar days. It is understood and agreed the Employee will turn over to the Employer the compensation monies received for the stated period of time. The Employee shall apply for an award for loss of wages during the period of their absence under the Workers Compensation Act. The Employee must reasonably participate in all requirements in receiving the benefit.

12.10 Employees are responsible to cooperate with the Division during any return to work arrangement and/or accommodations.

12.11 The Employer will endeavour to return the Employee to their pre-disability position where possible.

ARTICLE 13 – Leave Entitlements

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.

Gender Neutral Language	
Husband and Wife	Spouse
Mother and Father	Parent
Son and Daughter	Children
Brother and Sister	Sibling
Aunt and Uncle	Pibling (parent's sibling)
Niece and Nephew	Nibling

With Full Pay

13.1 Critical Illness Leave:

In any one contract year, not more than five (5) paid days leave for the critical illness of each of the Employees:

Spouse	Child
Parent & Parent-In-Law	Sibling

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

13.2 Bereavement Leave:

- (a) In any one contract year, not more than three (3) paid days leave for the bereavement of each of the Employees:

Spouse	Child	Sibling
Parent & Parent-In-Law	Grandchild	

If circumstances warrant additional leave for attendance at the ceremony honouring the above-listed family members, the three (3) days may be extended up to a maximum of five (5) days.

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.

- (b) In any one contract year, two (2) paid days leave for bereavement of each of the Employees:

Grandparent & Grandparent-In-Law	Child-In-Law	Sibling-In-Law
----------------------------------	--------------	----------------

If circumstances warrant additional leave for attendance at the ceremony honouring the above-listed family members, the two (2) days may be extended up to a maximum of five (5) days.

- (c) In any one contract year, one (1) day leave for attendance at the ceremony honouring the below-listed person of each of the Employees:

Pibling	Nibling	Cousin	Friend
---------	---------	--------	--------

13.3 Citizenship:

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

13.4 Witness/Jury Duty

Paid leave while serving as a witness or a member of a jury as a result of a notice to attend or subpoena, provided that any fee received be paid over to the Employer.

13.5 (a) Union Business

Employees should attend meetings or business of CUPE Local 2843 as it affects the affairs of the Employer, excluding collective bargaining, attendance at grievance arbitration hearings, or other instances specifically agreed to by both Parties.

(b) With Full Pay Provided Reimbursement is Made to the Employer

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.

13.6 School Closure

Paid leave in the event that the Superintendent officially notifies the public of the temporary closure of the schools.

13.7 Professional Learning

For the purpose of taking Division approved professional learning, job-specific courses and examinations.

13.8 Birth/Adoption

Up to one (1) full paid 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.

13.9 Emergency Leave

In any one (1) contract year not more than:

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

13.10 Personal Concerns

Two (2) paid days to attend to personal concerns provided school needs are met.

Commencing in an Employee's thirtieth (30th) year, an Employee will receive one (1) additional day to attend to personal concerns provided school needs are met. This leave may be accessed to include illness in the Employee's immediate family.

Such circumstances shall not involve financial gain and/or outside business interests and Employees will not access these days to use for secondary employment purposes or requirements. This Clause may be used in conjunction with Clauses 13.1 and 13.2.

ARTICLE 14 – Leave Without Pay

14.1 Eligible Employees may be entitled to additional job protected leaves outside of the Collective Agreement for various personal matters as per current legislation.

ARTICLE 15 – Maternity and Parental/Adoptive Leave

Maternity Leave

- 15.1 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.
- 15.2 When possible, the birth mother will notify the Board of the leave requirement six (6) weeks in advance of the first day of the leave. The commencement of the leave and return from leave shall be determined by the Employee. A medical certificate certifying the pregnancy and expected day of delivery shall accompany such notification.
- 15.3 The Board shall top-up the Employment Insurance Benefits to one hundred (100%) of the Employee's weekly salary and benefits for the duration of the health-related portion post-delivery of the Maternity Leave, to the number of leave days entitlement as per Article 2 and Article 11 (specifically the number of days available may vary based on Employee defined and prior usage of the entitlement) 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.

- 15.4 An Employee returning from Maternity Leave shall when possible be returned to the assignment held at commencement of the leave.
- 15.5 An Employee who wishes to resume working the next day following the approved termination date of her leave shall give the Employer four (4) weeks written notice of the day on which the Employee intends to resume working for the Employer.
- 15.6 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.

Parental Leave

- 15.7 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 of unpaid Parental/Adoption leave pursuant to provincial legislation.
- 15.8 If both parents are Employees of the Division, the combined leave cannot exceed sixty-two (62) weeks pursuant to provincial legislation.
- 15.9 When possible, an Employee will notify the Employer of their leave requirement six (6) weeks in advance of the first day of leave, or as soon as possible. A birth mother on Maternity Leave is not required to give her Employer notice before taking Parental Leave unless she originally arranged to take only sixteen (16) weeks of Maternity Leave.
- 15.10 The dates of beginning and termination of the leave shall be determined by mutual agreement of the Employee and the Superintendent or designate.
- 15.11 An Employee returning from Parental Leave shall when possible be returned to the assignment held at commencement of the Leave or an equivalent assignment as per *Alberta Employment Standards*.
- 15.12 An Employee who wishes to resume working the next day following the approved termination date of her leave shall give the Employer four (4) weeks' written notice of the day on which the Employee intends to resume working for the Employer.
- 15.13 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.
- 15.14 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 the child is placed with the parent(s).

ARTICLE 16 - Employer Paid Benefits

16.1 Participation

All Employees except those defined in Article 2 (Casual and Substitute Employees) covered under this contract shall participate in the plans in effect under the conditions and regulations of the respective plans.

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

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

16.3 ASEBP Extended Disability Benefit – Plan D

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

16.4 ASEBP Extended Health Care – Plan 1

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

16.5 ASEBP Dental Care – Plan 3

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

16.6 ASEBP Vision Care Benefits – Plan 3

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

16.7 Employment Insurance Rebates

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

16.8 Pension Plan

All eligible Employees shall participate under the provisions of the Local Authorities Pension Plan. The Employer's contribution shall be in accordance with the regulations of the Plan and will be terminated as per Clause 12.2.

- (a) The base unit for calculating Full-time Equivalence (FTE) for pension purposes shall be equal to thirty-five (35) hours per week.
- (b) Notwithstanding Clause 16.8(a), the base unit for calculating Full-time Equivalency (FTE) for pension purposes shall be equal to or greater than twenty-nine and one-half (29.5) hours per week for Educational Assistants and Advanced Educational Support.
- (c) Notwithstanding Clause 16.8(a), the base unit for calculating Full-time Equivalency (FTE) for pension purposes shall be equal to or greater than thirty-two (32) hours per week for Learning Commons Facilitators.

16.9 Health/Wellness Spending Account

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

Effective May 1st, 2024, the Board will continue, for each support staff member with seniority as of September 1st, a Health/Wellness Spending Account. Eligible support staff with seniority shall be actively at work, on Maternity / Parental / Adoption leave, Sick Leave, or Extended Disability. The Board will contribute annually to a total amount of seven hundred and twenty-five dollars (\$725.00) for eligible staff members.

ARTICLE 17 – Extended Disability Benefit

- 17.1 Upon the expiry of one (1) year from the original date of continuous absence, including the initial ninety (90) days, the vacant position will be posted, pursuant to Article 10 of the Collective Agreement.
- 17.2 Should the incumbent be able to return to employment prior to the expiry of one (1) year (365 consecutive days) from the commencement of the continuous absence, then the successful applicant will revert to their former position.

- 17.3 (a) Where at some time after the expiry of that time in 17.1 the Employee who has been absent on Extended Disability Benefit, is able to return to employment they 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 of Extended Disability Benefit. If the Employee is working on a rehabilitative employment arrangement the rate of pay, hours of work and employment status will be adjusted accordingly.
- (b) Comparable position is understood to be within the same classification within the Division and school where possible.
- (c) In order to accommodate the return of an Employee from Extended Disability Benefit, the Union agrees to waive the necessary job posting procedures outlined in Article 9 of the Collective Agreement. The returning Employee will not be assigned to a higher classified position than previously occupied.
- 17.4 In the event the successful applicant is required to return to their former position after one (1) year, the Employee shall be returned to their former classification and wage without loss of seniority or employment status.
- 17.5 Upon the expiry of twenty-four (24) months from the original date of continuous absence, no position will be held for an Employee on Extended Disability Benefit. The following will occur:
- (a) Notwithstanding the above, benefits pursuant to Article 16 of the Collective Agreement will continue to be paid on behalf of the Employee while on Extended Disability Benefit.
- (b) Should the Employee on Extended Disability Benefit be able to return to work at some time after the expiry of the twenty-four (24) month period and is able to perform the duties and functions of their former position and a position of comparable nature becomes vacant, as outlined in Clause 17.3(b), then the Employee will be placed in that position. The Union agrees to waive the necessary job posting procedures, as outlined in Article 10 of the Collective Agreement. If the Employee refuses the position their employment with the School Division will be terminated. The returning Employee will not be assigned to a higher classified position than previously occupied. Until such position is assigned the Employee will be considered on a leave of absence, and benefits will continue to be paid unless the Employee finds employment elsewhere.

- (c) Should the Employee be able to return to work after the expiry of the twenty-four (24) month period but not to their former occupation, due to medical reasons, and a position is available suitable to the Employee's training and education, they 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 10 of the Collective Agreement. If the Employee refuses the position, their employment with the School Division will be terminated. The returning Employee will not be assigned to a higher classification than previously occupied.
- 17.6 Prior to the position being posted by the Employer, an Employee on Extended Disability Benefit will be advised in writing of the above-mentioned provisions. An Employee on Extended Disability Benefit will, at all times, keep the Employer advised as to their whereabouts.

ARTICLE 18 – Union Recognition

- 18.1 The Employer recognizes the Canadian Union of Public Employees Local 2843 as the sole and exclusive bargaining agency for Employees coming within the unit certified by Certificate No. C1959-2021.

Union Committee

- 18.2 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 state their functions.
- 18.3 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.
- 18.4 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. With the permission of the Employer, such representation may have access to the Employer's premises in order to investigate and assist in the settlement of a grievance.
- 18.5 An Employee shall have the right to be accompanied by an authorized official of the Union at any meeting, that the Employee feels may be disciplinary in nature, or at any meeting, which may lead to a written grievance. The Union shall notify the Employer, in writing, of the names of the persons authorized to represent the Union and/or the Employees for the purposes of this Article and shall promptly notify the Employer in writing of any changes in these names.

18.6 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.

18.7 Union Dues

A deduction for Union dues, assessed by the Union, shall be made from the salary of all Employees covered by this Agreement. The 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 Employee's 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 19 – Management Rights

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

ARTICLE 20 – Occupational Health and Safety

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

20.2 The Employer and the Union recognize that safety is the responsibility of the Employer and Employee.

All Employees will be expected to participate and adhere to the Employer's directives under Occupational Health and Safety including but not limited to Safe Work Procedures. Failure of an Employee to follow Safe Work Procedures may result in disciplinary action up to and including dismissal.

ARTICLE 21 – Notice of Meeting

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

ARTICLE 22 – Discrimination and Harassment

- 22.1 The Employer shall not discriminate against any Employee on the basis of race, religious beliefs, gender, identity, colour, mental disability, physical disability, marital status, age, ancestry, or place of origin of that person. The Employer shall not discriminate against any of its Employees on account of political beliefs, or sexual orientation, nor by reasons of their membership or activity in the Union.
- 22.2 The Employer and the Union are committed to providing a harassment-free work environment in which all individuals are treated with respect and dignity as per Division policy and other legislative regulations.
- 22.3 The Employer and the Union shall not tolerate, ignore, or condone workplace harassment or retaliation. All Employees/members are responsible for respecting the dignity and rights of their co-workers.
- 22.4 Employees should report any occurrence of discrimination or harassment to the Employer, which will investigate such complaints in accordance with its policies. The affected Employee(s) shall have the right to Union Representation.
- 22.5 An Employee may also initiate a grievance under this Clause. Grievances shall be treated seriously and will be handled in strictest confidence and with dignity.

ARTICLE 23 – Grievance Procedure

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 through the grievance process to prevent unhealthy tensions from growing within the School Division.

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 in the process outlined in Article 23, without stoppage of work or refusal to perform work.

23.1 Informal Dispute Resolution within ten (10) working days:

- (a) An Employee who believes that they have a problem arising out of the interpretation, application, administration, or alleged violation of this Collective Agreement shall first discuss the matter with their appropriate Employer representative (Principal, Vice Principal, Associate Superintendent, Director, Coordinator, or Human Resources) within ten (10) working days of the date they first became aware of, or reasonably should have become aware of, the occurrence.
- (b) The Employee shall have the right to be accompanied by a Local Union Officer while discussing the matter with their appropriate Employer representative or Human Resources/Designate.
- (c) A sincere attempt shall be made by both Parties through discussion to resolve the problem at this level within ten (10) working days.
- (d) The Employee may request the Employer to provide their decision in writing within ten (10) working days of 23.1 (c).

In the event that the Employee feels the issue has not been resolved satisfactorily, they may make a request to the Union to file a Step 1- Written Grievance within ten (10) working days.

23.2 STEP 1 – Written Grievance:

- (a) If the dispute has not been resolved through informal discussion with the Employee's appropriate Employer representative, such difference (hereafter called a grievance) shall be submitted in writing by the Union to the Associate Superintendent of Business and Operations and Director of Human Resources or their designate within ten (10) working days of Clause 23.1 (d).
- (b) 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.
- (c) The Parties shall meet at Step 1 for the purpose of resolving the grievance within ten (10) working days from the date the grievance was submitted (or as agreed to by the Parties).
- (d) Unless mutually agreed otherwise, the Parties shall have not more than three (3) representatives plus the grievor(s) to participate in the grievance process.

- (e) The Parties agree to share information relevant to the dispute with one another on a "without prejudice" basis and to engage in meaningful discussion. The representatives of the Parties at the meeting shall have the authority to resolve the grievance. The Employer or the Union shall communicate its decision, in writing within ten (10) working days of the meeting.
- (f) If a resolution is achieved at or following the Step 1 meeting, the agreement shall be confirmed in writing by the Parties.
- (g) If a resolution is not achieved at or following the Step 1 meeting, the grievance may be advanced to Mediation or Arbitration within ten (10) working days of receipt of the Step 1 decision.

23.3 Mediation:

- (a) Following attempts to resolve the dispute, the Parties may agree to take the matter to mediation. The mediator shall be mutually agreed upon by the Union and the Employer.

During the proceedings, the Parties shall fully disclose to the mediator all materials and information relevant to the issue(s) in dispute.
- (b) The purpose of the mediator's involvement in the grievance process is to assist the Parties in reaching a resolution of the dispute, and anything said, proposed, generated, or prepared for the purpose of trying to achieve a settlement is to be considered privileged and without prejudice, and shall not be used for any other purpose.
- (c) The grievance may be resolved by mutual agreement between the Parties. The Parties may request that the mediator issue a report including non-binding recommendations.
- (d) Where the Parties have mutually agreed to participate in Mediation, the applicable timeline shall be extended to accommodate the mediation process.
- (e) The expenses of the mediator shall be borne equally by both Parties.

23.4 Arbitration:

- (a) If the Parties are unable to reach a settlement at Step 1 or at Mediation, either party may refer the grievance to Arbitration.
- (b) Such notice shall be given within ten (10) working days after the response has been received from the Step 1 meeting or ten (10) working days after Mediation is concluded.

- (c) Each party may submit up to three (3) names of Arbitrators to the other party within ten (10) working days.

If agreement does not occur to determine an Arbitrator, the Parties shall apply to the Director of Mediation Services who will appoint an Arbitrator.

- (d) After the Arbitrator has been appointed, the Arbitrator shall meet with the Parties and hear such evidence as the Parties may desire to present, assure a full, fair hearing, and shall render the decision, in writing, to the Parties after the completion of the hearing.
- (e) The decision of the Arbitrator shall be final and binding on the Parties.
- (f) The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement; however, where an Arbitrator, by way of an award, determines that an Employee has been discharged or otherwise disciplined by an Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the Arbitration, the Arbitrator may substitute any penalty for the discharge or discipline that to the Arbitrator seems just and reasonable in all the circumstances.
- (g) Where an Arbitrator, by way of an award, determines that the Collective Agreement has been violated, the Arbitrator may issue a declaration that the Collective Agreement has been violated and may order the affected party to comply with the Collective Agreement, even if this remedy was not specifically sought in the grievance. An Arbitrator may order compensation if appropriate.
- (h) The fees and expenses of the Arbitrator shall be borne equally by the Employer and the Union.

23.5 Group Grievance:

In the event that the difference affects two (2) or more Employees, the grievance may be grouped or dealt with as a single grievance commencing at Step 1.

23.6 Policy Grievance:

Where a dispute involving the general application or interpretation occurs the Union may initiate a policy grievance which will begin at Step 1.

23.7 Termination Grievance:

Where a dispute involves the Termination of the Employee, the Union may initiate a grievance at Step 1.

23.8 Timelines:

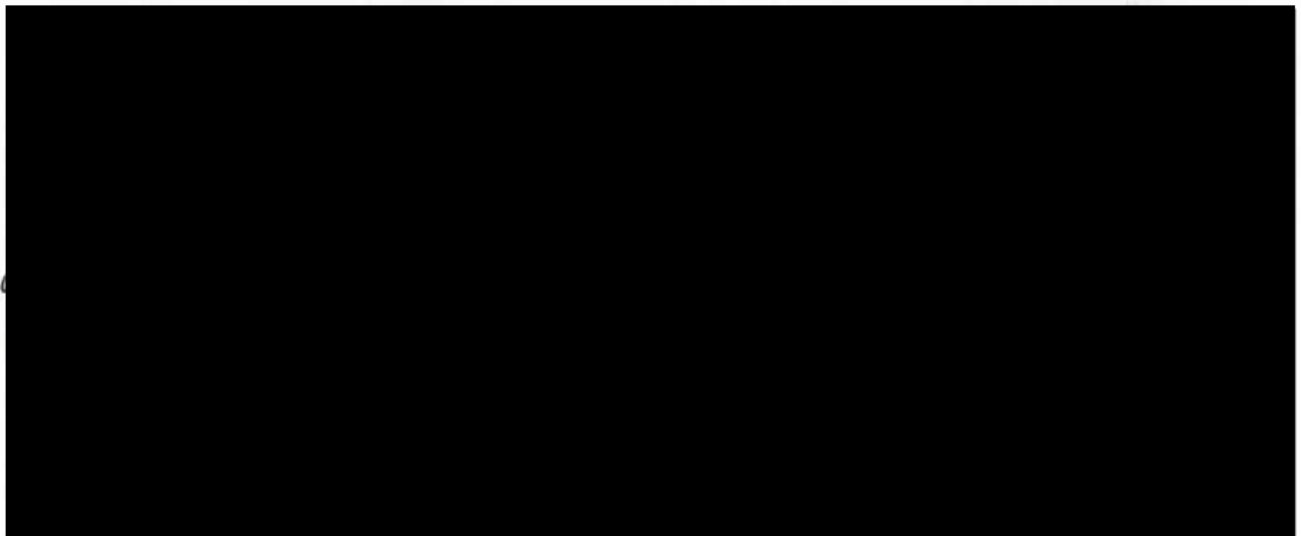
Timelines within this grievance procedure may be extended through the agreement of both Parties. Working days referenced in this Article shall not include weekends or General Holidays.

ARTICLE 24 – Subrogation

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

- (a) 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;
- (b) The Employee shall upon request by the Board include the cost of absence, as calculated by the Board, in the Employee's claim;
- (c) 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;
- (d) The Employee agrees to cooperate with the Board and to provide, at the Board's expense, all loss of income reports and information with respect to the calculation or allocation of damages and attend Examinations for Discovery or assist as a witness where required.

The Parties have executed this agreement on the 13th day of November, 2024.



Letter of Understanding No. 1 – No Contracting-out



BETWEEN

LETHBRIDGE SCHOOL DIVISION

- AND -


CUPE / Canadian Union
of Public Employees LOCAL 2843

RE: No Contracting-out

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

Signed and dated this 3rd day of March 2024.

Representative of the Canadian Union of Public Employees, Local 2843	Representative of the Board of Trustees Lethbridge School Division
---	---

A large black rectangular redaction covers the signature area of the document.

Letter of Understanding No. 2 – Educational Assistant – Non-Certified (Level 1)



BETWEEN

LETHBRIDGE SCHOOL DIVISION

- AND -

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

RE: Educational Assistant – Non-Certified (Level 1)

Effective May 1, 2024, an Educational Assistant – Non-Certified (Level 1) may apply to be considered as an Educational Assistant – Certified (Level 2) as per the following:

- Completion of three (3) full years of experience within the Division as an Educational Assistant - Non-Certified (Level 1)

AND

- Proof of completion of two (2) approved professional learning certifications as approved by the Division. Current examples of professional learning that may qualify are:
 - Supporting Individuals Through Valued Attachments (SIVA)
 - Hanan
 - Parabytes (all modules completed)
 - One (1) year Certificate in human services or a related field from an accredited post-secondary institution.

Employees will submit a form to Human Resources for review and will include proof of completion of all certifications and/or professional learning.

If approved by Human Resources, the Employee will be granted certification the month following approval and their classification will change to Educational Assistant – Certified (Level 2) and they will be paid at Level 2 on the CUPE 2843 wage grid based on their experience level previously held.

Employees may still provide proof of post-secondary education (two (2) years) within the Human Services field to the Human Resources Department for consideration/review of certification.

Signed and dated this 15th day of November 2024.

Representative of the Canadian Union of Public Employees, Local 2843	Representative of the Board of Trustees Lethbridge School Division
---	---

Letter of Understanding No. 3 – Jordan’s Principle Funding



BETWEEN
LETHBRIDGE SCHOOL DIVISION

- AND -



RE: Jordan’s Principle Funding

Rationale:

Special initiative funding can be tied specifically to students and student attendance, therefore Employees in these contracts will not have their assignment/contract count towards gaining seniority. An example of this is Jordan’s Principle.

Jordan's Principle makes sure all First Nations children living in Canada can access the products, services and support they need when they need them. Funding can help with a wide range of health, social and educational needs, including the unique needs that First Nations Two-Spirit and LGBTQQIA children and youth and those with disabilities may have. Jordan's Principle is named in memory of Jordan River Anderson, a young boy from Norway House Cree Nation in Manitoba.

The Division may receive Jordan’s Principle funding which is tied specifically to a student and the student’s attendance.

Temporary Educational Assistants and Advanced Educational Support Employees who are hired into positions funded by Jordan’s Principle shall not gain seniority.

Permanent Educational Assistants and Advanced Educational Support Employees will not be eligible to transfer into positions funded by Jordan’s Principle unless the Employee chooses to forfeit their permanent position.

The posting of positions funded by Jordan’s Principle shall not be required.

Signed and dated this 13th day of March 2024.

Representatives of the Canadian Union of Public Employees, Local 2843	Representatives of the Board of Trustees Lethbridge School Division
---	---

Letter of Understanding No. 4 – Substitute Payroll

BETWEEN



Lethbridge School Division

- AND -

CUPE / Canadian Union
of Public Employees Local 2843

RE: Substitute Payroll

As of May 1, 2024, the Employer will explore converting the substitute and casual payroll from once per month to semi-monthly, with a goal to implement this sometime in the 2024-2025 school year.

Signed and dated this 13th day of November 2024.

Representatives of the Canadian Union of Public Employees, Local 2843	Representatives of the Board of Trustees Lethbridge School Division
--	--

Letter of Understanding No. 5 – Ten (10) or Twelve (12) Month Choice



BETWEEN

LETHBRIDGE SCHOOL DIVISION

- AND -

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

RE: High School Administrative Assistants and Business Support 10 or 12 Month Choice

Effective for the 2024-2025 school year, High School Administrative Assistants and Business Support Employees who were hired prior to April 11, 2024, shall have the one-time choice to work 10 months or 12 months. This choice must be provided to Human Resources within 30 days of ratification. This choice will be maintained for all future calendars, provided the Employee maintains that specific classification.

If these staff elect to work 12 months they shall follow:

Position	Shall not work more than:
Administrative Assistants (High School)	1752.5 hours per year
Business Support	1827 hours per year

Signed and dated this 13th day of November 2024.

Representative of the Canadian Union of Public Employees, Local 2843	Representative of the Board of Trustees Lethbridge School Division
--	--

Letter of Understanding No. 6 – Gaining Seniority During the COVID-19 Pandemic

BETWEEN



Lethbridge School Division

- AND -

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

RE: Gaining Seniority During the COVID-19 Pandemic

During the 2019/2020 school year, Educational Assistants under a temporary assignment ending June 25, 2020, were released from their contracts on April 15, 2020, as a result of the re-allocation of government funding due to the COVID-19 pandemic, resulting in a break in consecutive years of service.

8.3.2 Effective September 1, 2019, Educational Assistant and Advanced Educational Support Employees who have been appointed under a temporary contract for two (2) consecutive years (or more) based on the approved calendars each year shall obtain seniority pursuant to Article 8. There must be no break in service. These Employees will be guaranteed a minimum of 15 hours/week (Note: language changed as per LOU No. 7).

The Parties agree that Educational Assistants that were successful in obtaining a position prior to the last working day of the approved Educational Assistant calendar; June 25, 2020, that would have received seniority in the 2020/2021 school year as per Article 8.3.2 will receive seniority within the following terms:

1. The Educational Assistant will work an additional ten (10) weeks to reach the threshold to gain seniority. They will then be awarded seniority and be placed on a continuing contract.
2. Educational Assistants successful in obtaining a temporary assignment after June 25, 2020, will be considered to have a break in service and therefore, no seniority awarded until two (2) consecutive years (or more) have been served.

.../2

Seniority was awarded under the terms on a one-time basis without precedence and prejudice. The affected Educational Assistants were notified in writing by Human Resources.

Signed and dated this 13th day of November 2024.

Representatives of the Canadian Union of Public Employees, Local 2843	Representatives of the Board of Trustees Lethbridge School Division
---	---

