

MEMORANDUM OF AGREEMENT

BETWEEN



LETHBRIDGE SCHOOL DIVISION

– AND –

CANADIAN UNION OF PUBLIC EMPLOYEES

***CUPE* Local 2843**

April 11, 2024

This Memorandum of Agreement between the Parties constitutes final agreement of all outstanding collective bargaining issues with respect to the new Collective Agreement.



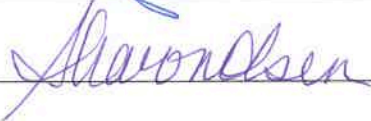

All of the terms and conditions of the previous Collective Agreement will remain in effect except as set out in this document.

The School Division is required to follow the Public Sector Employers Act Section 3 that requires the Division to comply with collective bargaining mandates as directed by the Provincial Bargaining and Compensation Office (PBCO).

The Memorandum of Agreement is subject to approval from the PBCO prior to employer ratification. The Memorandum of Agreement is subject to ratification by the Principals of the Parties hereto and both Parties agree to recommend, to their respective Principals, acceptance of all terms and conditions herein.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Settlement by affixing hereto the signatures of their proper Officers in that behalf.

Dated this day 11th day of April 2024

ON BEHALF OF THE UNION Canadian Union of Public Employees Local 2843	ON BEHALF OF THE EMPLOYER Lethbridge School Division
	
	

Housekeeping: General housekeeping throughout the collective agreement including but not necessarily limited to the following:

- Change gender specific language to gender-neutral terms wherever possible (e.g. change terms like his, him, himself he, she, her, herself - to their, them, they.)
- Identify and correct spelling mistakes.
- Identify and correct formatting issues.
- Update legislative references to reflect current legislation / regulations where appropriate and mutually agreeable.
- Correct job titles to reflect current titles as necessary.
- Correct name of Employer in body of agreement and Letters of Understanding.
- Change all references to School District to either Employer or School Division.
- Clarify or specify references to Union.
- Correct table of contents, article references and article numbering throughout agreement as required to reflect mutually agreed additions deletions or restructuring of the agreement.
- For ease/clarity - reformat the numbering to read the following and amending throughout the document with the new numbering, including references within Articles as necessary.

Article 1 - Title

1.01 (a) (i)

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 acknowledges 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 commits 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.

Legend:

Black – Current Language

Blue – New Language

Red- Removal of Language

Green – Notes for clarity

ARTICLE 1 – Term and Effective Date

- 1.1 This Collective Agreement shall remain in full force and effect from September 1, 2020 ~~2017~~ to August 31, 2024 ~~2020~~.

ARTICLE 2 -Employees Defined

2.1 Permanent Employee

Is a person employed ~~on a~~ **in a** continuing **position** contract ~~without a specified end date~~ working **a minimum of 15 hours per week** ~~or more per week~~ and follows the appropriate number of working days for the position as per Article 3 ~~– Working Days~~. All permanent employees follow Article 8 ~~– Seniority and Article 9 – Probation~~.

2.2 Temporary Employee

Is a person employed for a period of 90 consecutive calendar days or greater and shall not exceed **beyond the current school year** ~~or the current working days per year~~ of the position ~~except in the case~~ **for the full length** of a legislated leave or disability as determined by the Employer.

~~(a) Temporary employees shall work 15 hours or more per week and follow the appropriate number of working days for the position as per Article 3.~~
(new):

~~(b) All temporary employees follow Article 8 – Seniority and Article 9 – Probation.~~

2.3 Casual Employee

Is ~~a person employed~~ **an employee who is assigned regular hours in an assignment of less than 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 90 consecutive calendar days ~~as per the appropriate number of working days as per Article 3~~ or placed in an assignment with. ~~Casual employees may replace permanent and temporary employees when needed or may fill an assignment as per the appropriate working day calendar.~~

(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 a person ~~hired to~~ **an employee who works on an intermittent** ~~on a day-to-day, week-to-week, or month-to-month~~ basis to replace absent Employees (as per 2.1, 2.2, 2.3). **Substitute** Employees engaged under

this Article shall be paid the Substitute Daily Rate as per Article 4.3 and shall not be entitled to other benefits ~~and rights~~ under the Collective Agreement. Substitute employees shall not gain seniority.

2.5 All Central Office/Attwell staff are excluded from this Collective Agreement.

**And change every reference for these Employee Defined Definitions throughout the collective agreement*

~~2.6 Temporary, Casual and Substitute Employees~~

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

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

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

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

No longer need as we fix agreed to 2.0 in 3.0

2.6.2 Casual Employees shall be defined as all other Employees, who have been hired on a day-to-day, week-to-week, or month-to-month basis and given a placement with normally less than 15 hours per week to perform specific tasks. Employees engaged under this article shall be paid at the rate that is applicable (to the position) for which they have been hired and shall not be entitled to other benefits and rights under the Collective Agreement.

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

No longer need as we fix agreed to 2.0 in 3.0

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

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

ARTICLE 3 - Working Hours (NEW) – Requires renumbering rest of Articles

3. 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 employee 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 Library 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

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

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

~~2.2 Employees identified as Administrative Assistant (Elementary and Middle School), Administrative Support, Advanced Educational Assistant, Career Practitioner, Library Facilitator, and Student Support Worker shall work an approved school calendar. Refer to the appropriate Employee calendar provided by Human Resources. This calendar shall include working days identified as professional learning days, parent-teacher conference days and school closure days.~~

~~(a) Administrative Support (Elementary and Middle School)~~

~~Advanced Educational Support
Career Practitioner
Library Facilitator
Student Support Worker~~

~~1.0 FTE shall work not more than 1467.5 hours per year~~

~~(b) Administrative Assistant (Elementary School)~~

~~1.0 FTE shall work not more than 1510 hours per year~~

~~(c) Administrative Assistant (Middle School)~~

~~Administrative Support (High School)~~

~~1.0 FTE shall work not more than 1545 hours per year~~

~~2.3 Twelve (12) month school-based Employees, Administrative Assistants (High School) will normally work 1752.5 hours per year. Refer to the appropriate Employee calendar provided by Human Resources.~~

~~(a) Administrative Assistant (High School)~~

~~1.0 FTE shall work not more than 1752.5 hours per year~~

~~2.4 Twelve (12) month school-based Employees, Business Support, will normally work 1827 hours per year. Refer to the appropriate Employee calendar provided by Human Resources.~~

~~(a) Business Support~~

~~1.0 FTE shall work not more than 1827 hours per year~~

~~2.5 All Central Office/Attwell staff are excluded from this Collective Agreement.~~

ARTICLE 3 – Position Classification and Pay Levels Chart

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

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

3.2.1 ~~Effective September 1, 2017~~

Level 1 Educational Assistant – Non-Certified

Level 2 Educational Assistant – Certified*

(*Minimum of two (2) years of related post-secondary education)

Level 3 Administrative Support

[Learning Commons](#) ~~Library~~ Facilitators

Level 4 Administrative Assistant

Advanced Educational Support

~~Career Practitioner~~

Student Support Worker

Level 5 Business Support

ARTICLE 4 – Wages and Salary Schedule

****REMOVE OUTDATED/EXPIRED LANGUAGE****

4.1 The wages to be paid to all Employees covered by this Collective Agreement shall be in accordance with the wage schedule in force from time-to-time as negotiated by both Parties to this Collective Agreement and shall be paid to the Employees twice monthly, not later than the 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.

4.2

4.2 Rates of Pay (inclusive of General Holidays) :

Effective to all classifications:

General increases to current grids:

Effective June 1, 2023: 1.25% increase

Effective February 1, 2024: 1.5% increase

Educational Assistants

Current

~~Start 1 Year 2 Year 3 Year 4 Year 5 Year 6 Year~~

~~Level 1 \$19.49 \$20.02 \$20.55 \$21.05 \$21.56 \$22.06 \$22.79~~

~~Level 2 \$20.71 \$21.23 \$21.75 \$22.28 \$22.83 \$23.35 \$24.28~~

Effective month following ratification: Grids shortened

Start 1 Year 2 Year 3 Year+

Level 1 \$21.63 \$22.15 \$22.67 **\$23.42**

Level 2 \$22.90 \$23.46 \$23.99 **\$24.95**

Library Learning Commons Facilitators

Administrative Support (High School)

Current

~~Start 1 Year 2 Year 3 Year 4 Year 5 Year 6 Year~~

~~Level 3 \$21.56 \$22.11 \$22.63 \$23.21 \$23.75 \$24.33 \$25.25~~

Effective month following ratification: Grids shortened and market rate increase where highlighted.

Start 1 Year 2 Year 3 Year

Level 3 \$23.85 \$24.41 \$25.00 **\$26.39**

**Advanced Educational Support, ~~Career Practitioner~~
Student Support Worker**

Administrative Assistant (Elementary, Middle and High School)

Current

~~Start 1 Year 2 Year 3 Year 4 Year 5 Year 6 Year~~

~~Level 4 \$23.62 \$24.14 \$24.68 \$25.25 \$25.79 \$26.37 \$27.29~~

Effective month following ratification: Grids shortened and market rate increase where highlighted.

Start 1 Year 2 Year 3 Year

Level 4 **\$26.39 \$27.40 \$28.42 \$29.44**

~~School~~ Business Support

Current

~~Start 1 Year 2 Year 3 Year 4 Year 5 Year 6 Year~~

~~Level 5 \$24.25 \$24.80 \$25.29 \$25.81 \$26.41 \$27.00 \$27.98~~

Effective month following ratification: Grids shortened and market rate increase where highlighted.

Start 1 Year 2 Year 3 Year

Level 5 \$26.52 \$27.14 \$27.75 **\$30.45**

Rates of Pay (inclusive of General Holidays)

~~September 1, 2017 - 0%~~

~~September 1, 2018 - 0%~~

~~September 1, 2019 - 0%~~

Effective September 1, 2017

<u>Educational Assistants</u> (1385 hours per year)							
LEVE L	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
1	\$26,989	\$27,724	\$28,459	\$29,154	\$29,856	\$30,548	\$31,557
2	\$28,689	\$29,410	\$30,130	\$30,854	\$31,615	\$32,335	\$33,632
<u>Library Facilitators</u> (1467.5 hours per year)							
<u>Administrative Support</u> (Elementary and Middle School)							
LEVE L	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
3	\$31,635	\$32,429	\$33,192	\$34,047	\$34,844	\$35,696	\$37,040
<u>Administrative Support High School</u> (1545 hours per year)							
LEVE L	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
3	\$33,305	\$34,142	\$34,945	\$35,846	\$36,684	\$37,581	\$38,996
<u>Advanced Educational Support</u> (1467.5 hour per year)							
<u>Career Practitioner</u> <u>Student Support Worker</u>							
LEVE L	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
4	\$34,658	\$35,424	\$36,215	\$37,055	\$37,849	\$38,704	\$40,048
<u>Administrative Assistant</u> (1510 hours per year)							

<i>(Elementary School)</i>							
<i>LEVE L</i>	<i>Start</i>	<i>1-Year</i>	<i>2-Year</i>	<i>3-Year</i>	<i>4-Year</i>	<i>5-Year</i>	<i>6-Year</i>
<i>4</i>	<i>\$35,66 2</i>	<i>\$36,44 7</i>	<i>\$37,264</i>	<i>\$38,12 9</i>	<i>\$38,94 5</i>	<i>\$39,825</i>	<i>\$41,207</i>
<i>Administrative Assistant (1545 hours per year)</i> <i>(Middle School)</i>							
<i>LEVE L</i>	<i>Start</i>	<i>1-Year</i>	<i>2-Year</i>	<i>3-Year</i>	<i>4-Year</i>	<i>5-Year</i>	<i>6-Year</i>
<i>4</i>	<i>\$36,48 9</i>	<i>\$37,29 2</i>	<i>\$38,128</i>	<i>\$39,01 2</i>	<i>\$39,84 8</i>	<i>\$40,748</i>	<i>\$42,162</i>
<i>Administrative Assistant (1752.5 hours per year)</i> <i>(High School)</i>							
<i>LEVE L</i>	<i>Start</i>	<i>1-Year</i>	<i>2-Year</i>	<i>3-Year</i>	<i>4-Year</i>	<i>5-Year</i>	<i>6-Year</i>
<i>4</i>	<i>\$41,38 9</i>	<i>\$42,30 4</i>	<i>\$43,248</i>	<i>\$44,25 4</i>	<i>\$45,19 9</i>	<i>\$46,221</i>	<i>\$47,825</i>
<i>School Business Support (1827 hours per year)</i>							
<i>LEVE L</i>	<i>Start</i>	<i>1-Year</i>	<i>2-Year</i>	<i>3-Year</i>	<i>4-Year</i>	<i>5-Year</i>	<i>6-Year</i>
<i>5</i>	<i>\$44,32 0</i>	<i>\$45,32 8</i>	<i>\$46,222</i>	<i>\$47,17 2</i>	<i>\$48,25 6</i>	<i>\$49,340</i>	<i>\$51,126</i>

Effective September 1, 2018

CUPE Local 2843 Grids 2018—2019

4.3 Substitute Daily Rates –

Substitute Pay *	Rate	May 1, 2024.	Effective August 31, 2024
		Sub 1 Rate	Meet conditions under 4.3.1
			Sub 2 Rate
Educational Assistant (Kindergarten, Grades 1-12 and District Early Education, Private Preschool)	\$19.49 per hour	\$21.63 per hour	\$22.50 per hour
Administrative Assistant Administrative Support Learning Commons/ Library Facilitators District Administrative Support	\$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.

4.3.1 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.

Effective September 1, 2017

Classification	Calculation	Daily rate	Morning rate 55% of .84 FTE	Afternoon rate 45% of .84 FTE
Educational Assistant	$\$19.49 \times 7 \text{ hours} = \$136.41 \times .84 \text{ FTE}$	\$114.58	\$62.75	\$51.83
Classification	Calculation	Daily rate	Morning rate 55%	Afternoon rate 45%

<i>Administrative Support Library Facilitators</i>	<i>\$21.56 x 7 hours</i>	<i>\$150.90</i>	<i>\$83.00</i>	<i>\$67.90</i>
<i>Administrative Assistant</i>	<i>\$22.93 x 7 hours</i>	<i>\$160.51</i>	<i>\$88.28</i>	<i>\$72.23</i>

Effective February 1, 2018 to August 31, 2018

See Letter of Understanding No. 6

—Union Grievance 2017-2018 Educational Assistants Article 4.3

Effective September 1, 2018

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

4.7 Current Business Support Employees will be grandfathered (wage protection) and eligible for negotiated increases for such times as they remain in their position.

4.8 Method of Pay Calculations

~~4.8.1 Ten (10) month Employees will be paid equal monthly payments:
 Hourly Rate x Employee Annual Hours/Year* + Vacation Pay ÷ 12
 *Annual Hours per year and are calculated:
 FTE x Classification Hours (inclusive of General Holidays)~~

~~4.8.2 All other Employees as defined in Articles 2.3 and 2.4 will be paid equal monthly payments:
 Hourly Rate x Employee Annual Hours/Year* ÷ 12
 *Annual Hours per year are calculated:
 FTE x Classification Hours (inclusive of General Holidays)~~

Renumber

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

<p>Employee scheduled hours worked + Approved paid leave hours + Applicable General Holiday hours + Submitted/approved additional hours (outside of Employee's schedule)</p>	<p>X Employee's hourly rate</p>
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In addition to the above, Employees shall receive their applicable vacation entitlements.

4.8.2 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:

4.8.2.1 The Employer shall notify Employees of the method of request on or before August 15 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 5 of the applicable school year using the Employer's prescribed format.

- 4.8.2.3 *Should the Employee choose not to notify the Employer as per Clause 4.8.4.1, the Employee will be paid in accordance with Article 4.8.3 and will not have their net pay withheld.*
- 4.8.2.4 *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.*
- 4.8.2.5 *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 payout the remaining balance in the Summer Savings account as of July 1 in four (4) equal payments on July 15, July 31, August 15 and August 31. There are no tax or payroll withholdings on payments from the Summer Savings account as these are saved from the Employee's Net Pay.*

ARTICLE 4 – Wages and Salary Schedule

4.9 Recognition of Experience and Training

- 4.9.2 *The successful candidate(s) ~~Appointees~~ with previous experience may be ~~placed on the schedule in accordance~~ paid a rate of pay above the normal start rate ~~with the judgement~~ as determined by the Superintendent or designate but in no case, shall ~~a new~~ the successful candidate(s) ~~appointee~~ **commence** at the maximum salary.*

Union will withdraw proposal for 4.9.4 and maintain current language.

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

5.2 Hours of Work

- 5.2.1 *Full-time Employees normally work five (5) days per week, ~~1.0 FTE~~ 35 hours per week in accordance with the Employer's guidelines.*
- 5.2.2 *Permanent Part-time Employees with seniority as defined in ~~Clause 2.6.3, Article 2~~ normally work five (5) days per week with hours ranging from a minimum ~~0.43 FTE to a maximum of 0.99 FTE~~ 15.0 to 34.99 hours per week.*
- 5.2.3 *Temporary Employees as defined in Article 2 normally work five (5) days per week with hours ranging from a minimum 15.0 to 35.0 hours per week.*
- 5.2.4 *Casual Employees as defined in Article 2 normally work less than 15 hours per week.*

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

5.4 Overtime

5.4.1 If overtime is authorized by the Employer or its designate, the Employee shall be paid at the rate of time and one-half for each hour worked in excess ~~1.0 FTE~~ 35 hours per week.

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

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

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

ARTICLE 6 – General Holidays -ADD IN TRUTH

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

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

and any public holiday proclaimed by the ~~Mayor~~ 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 that 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 to students.

ARTICLE 7 – ~~Annual~~ Vacation Entitlements (Header Change)

7.1 All employees ~~Employees~~ covered by this agreement shall receive ~~paid~~ vacations ~~pay~~ based on the method of pay calculation in Article 4.8.3 and in accordance with the following scheduled:

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 3

7.2 Any twelve-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

7.2.1 Vacation Year is the period July 1st to June 30th.

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

7.2.3 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.

7.1.1 1 – 12 months

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

7.1.2 Commencing the 2nd Year

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

7.1.3 Commencing the 7th Year

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

7.1.4 Commencing the 16th Year

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

~~7.1.5 Commencing the 20th Year~~

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

~~7.1.6 Commencing the 25th Year~~

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

~~7.2 — Vacation Year is the period July 1st to June 30th.~~

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

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

ARTICLE 8 – Seniority

8.1 Seniority Defined

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

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

8.3.2 Upon ratification, 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 14 calendar days from the start of the Educational Assistant and Advanced Educational Support Employee calendar. These Employees will be guaranteed a minimum of ~~0.43 Full-time Equivalent (FTE)~~ fifteen (15) hours a week.

8.6 Notwithstanding the above, due to the nature of the work performed and ~~its~~ **their** responsibility to ~~students, the pupils, the Employer must have the final decision as to which~~ Employees **must** have the required skills, aptitudes, and abilities to perform the necessary functions ~~required to meet the needs in the school/Division. in order to maintain a high quality of service to pupils. If the Employer considers~~ **Seniority shall be used in consideration where** employees are relatively equal in their ability to provide the required **service in the school/division** ~~standard of service to the school, or office, seniority shall govern in determining the order in which Employees are to be considered for new positions, vacancies, promotions, demotions, lay-offs, and recall.~~

8.7 The Employer agrees to prepare and ~~mail~~ **provide** to the Secretary of the Union, not later than ~~November 30th and February 28th~~ **January 31st** of each year, or such time as may be mutually agreed upon, a list of names of all Employees, showing their classification, ~~rate of pay~~ and seniority standing, the latter being open to protest by Employees for thirty (30) days from the date of the submission.

ARTICLE 9 – Vacancies, ~~Appointments~~ **Probation**, Transfers (Header Change)

9.1 Vacancies

9.1.1 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 ~~and it shall be the duty and responsibility of the Administrative Assistant and the District Administrative Assistant or designate to ensure that notices are properly posted. Postings are also available to be viewed on the Division Website.~~ Awarding of positions shall be communicated through electronic mail ~~and posted by the Administrative Assistants and the District Administrative Assistants or designate~~, with an electronic copy to the Secretary of the Union. The posting of casual positions shall not be required. This clause shall not be construed to mean that temporary positions established for the commencement of a school year must be posted.

The Employer recognizes the problems associated with the posting of notices of vacancy during the summer vacation period. Where, in the opinion of the Employer, it is desirable to fill a vacancy during the

summer vacation, notices of vacancy shall be *emailed electronically to mailed to the homes of* all Employees who are on staff as of the last school day of the preceding June.

9.2 Appointments-Probation

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

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

~~9.3.1 The Employer reserves the right to transfer any Employee to a position of lesser responsibility and remuneration for just cause. (MOVE TO ARTICLE 10 Transfers).~~

ARTICLE 10 – *Discipline and Termination of Service, Summary Dismissal* Agree to move this to Article XX– *Discipline and Termination of Service*

10.3 Summary 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.

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

10.4 An Employee shall have the right to *request* to have a Local Union Officer present at ~~the any discussion~~ meeting where discipline is a potential outcome of the meeting ~~of the written disciplinary notice with the Employer.~~

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.

10.xx Retroactive Pay for Terminated Employees

An Employee who has severed ~~his~~*their* employment with the Employer shall be eligible for all *negotiated wage increases* retroactivity for each day worked ~~of any increase in wages, salaries or other prerequisites,~~ provided the Employee applies to the *Board Payroll*

Department in writing within a sixty (60) day period of the contract being ratified and the Employee has worked a minimum of twenty (20) calendar days in the current year.

10.XX Transfers – Moved – Discipline and Termination of Service

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

ARTICLE 11 – Sick Leave, Short Term and Extended Disability ~~Payment~~ (Header Change)

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

~~Benefit and~~ Pension coverage will terminate if payments are ~~not kept up to date in arrears~~ with the ~~District~~ **Division** for a period of two (2) months or more provided the ~~District~~ **Division** has given reasonable notice to the Employee that they are in arrears and that payment must be made forthwith.

11.XX 11.3.1 *The Employee shall make every reasonable effort to complete the applications for Short Term or Extended Disability Benefits in an expeditious manner.*

11.XX *Employees are responsible to co-operate with the Division during any return to work arrangements and/or accommodations.*

11.XX 11.3.2 *Until ASEBP makes a determination regarding the application, the Employee shall be paid under the provisions of Article ~~11.3~~ 11.*

11.XX *The employer will endeavour to return the employee to their pre-disability position where possible.*

~~11.6~~ 11.XX 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 their period of their absence under the Workers Compensation Act. The employee must reasonably participate in all requirements in receiving the benefit.

ARTICLE 12 – ~~Personal Leaves of Absence for purposes other than those defined in Article 11~~ Leave Entitlements (New Header)

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

12.1 With Full Pay

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

12.1.1 Critical Illness Leave:

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

Spouse	Child
Parent & Parent-In-Law	Sibling

~~Father~~ ————— ~~Mother~~ ————— ~~Husband~~
~~Wife~~ ————— ~~Son~~ ————— ~~Daughter~~
~~Brother~~ ————— ~~Sister~~ —————

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

Bereavement Leave:

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

Spouse	Child	Sibling
Parent & Parent-In-Law	Grandchild	

~~Father~~ ————— ~~Mother~~ ————— ~~Husband~~
~~Wife~~ ————— ~~Son~~ ————— ~~Daughter~~
~~Grandchild~~ ————— ~~Brother~~ ————— ~~Sister~~

~~Parents of spouse (including common-law spouse)~~

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

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

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

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

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

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

- 12.1.4 In any one contract year, one (1) day leave for attendance at the ceremony honouring the below listed person ~~attendance at the funeral~~ of each of the Employee's:

Pibling	Cousin
Nibling	Friend

~~Uncle ————— Aunt ————— Cousin
Nephew ————— Niece~~

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

Renumber rest of clause.

12.1.6 **Citizenship**

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

12.1.7 **Witness/Jury**

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 ~~for acting as a witness~~ be paid over to the Employer.

12.1.8 **Union Business**

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

With Full Pay Provided Reimbursement is Made to the Employer
Moved from 12.2 (12.2.1)

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

12.1.9 School Closure

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

12.1.11 Professional Learning

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

12.1.12 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.

12.1.10 Emergency Leave

In any one contract year not more than:

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

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

~~Effective September 1, 2018~~ Two (2) paid days for some unexpected emergency or misfortune or circumstance demanding the Employee's attention. A circumstance means a situation of critical nature, which

requires the Employee's physical presence during normal working hours.

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

~~(b)-(d)~~ **Personal Concerns**

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

~~Effective September 1, 2018~~ Commencing an Employee's 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. ~~This day cannot be used in conjunction with 12.1.10 (a) and 12.1.10 (b)~~

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

ARTICLE 13 – Leave Without Pay (Header Change)

- 13.1 ~~As per Provincial legislation, an Employee may apply with loss of pay and benefits for many job-related Leaves. Refer to Provincial legislation.~~ Eligible employees may be entitled to additional job protected leaves outside of the Collective agreement for various personal matters as per current legislation.

ARTICLE 14 – Maternity Leave and Parental/Adoptive Leave (Header Change)

ARTICLE 15 – Parental/Adoption Leave

- 14.1.3 An Employee returning from Maternity Leave shall **when possible** be returned to the assignment held at commencement of the leave.

~~15.3-14.2.3~~ ~~The Employee concerned shall request a leave of absence, in writing, as far in advance as is possible of beginning the leave.~~ 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. A birth mother on Maternity Leave is not required to give her Employer notice before taking Parental Leave, unless ~~she~~ they originally arranged to only take sixteen (16) weeks of Maternity Leave.

- ~~15.5-14.2.5~~ 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.

- 14.2.8 Parental/Adoptive leave can start anytime 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 parent(s).

ARTICLE 16 – ~~Life Insurance, Extended Disability Benefit, Extended Health Care, Dental, Vision, Employment Insurance and Pension Plans~~ Employer Paid Benefits (Header Change)

16.1 Participation

All Employees except those defined in Article 2 ~~2-8.4~~ (Casual and Substitute Employees) covered under this contract shall participate in the plans in effect under the conditions and regulations of the respective plans.

16.4 ASEBP ~~Dental~~ 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.

16.8 Pension Plan

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

16.8.1 The base unit for calculating Full-time Equivalence (FTE) for pension purposes shall be equal to ~~1.0 FTE~~ **35 hours per week**

16.8.2 Notwithstanding Clause 16.8.1, the base unit for calculating Full-time Equivalency (FTE) for pension purposes shall be equal to or greater than ~~0.84 FTE~~ **29.5 hours per week** for Educational Assistants and Advanced Educational Support.

16.8.3 Notwithstanding Clause 16.8.1, the base unit for calculating Full-time Equivalency (FTE) for pension purposes shall be equal to or greater than ~~0.92 FTE~~ **32 hours per week** for Learning Commons Facilitators.

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

16.9 ~~Health Spending Account~~ Health/Wellness Account

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

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

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 the month following ratification, 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 Leave, on 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

- 17.2 (a) Where at some time after the expiry of that time in 17.1(a) the Employee who has been absent on Extended Disability Benefit, is able to return to employment he/she will be placed into a bargaining unit position of comparable nature to that which was vacated. The rate of pay, hours of work and employment status shall not be less than that which the Employee enjoyed prior to commencement on Extended Disability Benefit. If the Employee is working on a rehabilitative employment arrangement the rate of pay, hour of work and employment status will be adjusted accordingly.
- (b) ~~Comparable position is understood to be a classroom setting to a similar classroom setting or an office setting to an a similar office setting.~~ Comparable position is understood to be within the same classification within the Division and school level 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.

ARTICLE 18 – Union Recognition

- 18.1 The Employer recognizes the Canadian Union of Public Employees Local 2843 as the sole and exclusive bargaining agency for Employees coming within the unit certified by Certificate No. ~~472-92~~ **C1959-2021**.

ARTICLE 20 – Occupational Health and Safety

20.2 The employer and the union recognize that safety is the responsibility of the employer and the employee.

All employees will be expected to participate and adhere to the employers' 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 summary dismissal.

ARTICLE 22 – Discrimination and Harassment

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

22.2 The Employer and the Union are committed to providing a harassment free work environment in which all individuals are treated with respect and dignity as per ~~District~~ 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 for Union Representation.

22.5 An Employee may also initiate a grievance under clause 22.1. Grievances under this clause 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 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 10 (ten) working days after Mediation is concluded.
- (a) 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:

- (a) 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:

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

23.7 Termination Grievance:

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

23.8 Timelines:

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

~~23.1 Any difference between any Employee covered by this agreement and the Employer, or between the Canadian Union of Public Employees Local 2843 and the Employer concerning the interpretation, application, operation or alleged violation of this agreement, and further including any dispute as to whether the difference is arbitral, shall be dealt with as herein provided, without stoppage of work or refusal to perform work.~~

~~23.2 Such difference (hereafter called grievance) shall first be submitted in writing to the Superintendent or designate, and to the President of CUPE Local 2843 as the case may be, who in turn shall submit it to the Labour/Management Committee. Such written submission shall be made within fifteen (15) calendar days from the date of incident giving rise to the grievance or from the date the grievor first had knowledge of the incident, whichever is later. Such grievance shall set out the nature of the grievance, and the articles of this agreement which it is alleged have been violated.~~

~~23.3 In the event the grievance is not settled within fifteen (15) calendar days after the date of submission of the grievance in accordance with the above procedure, then on or before a further five (5) calendar days have elapsed from the expiration of the aforesaid fifteen (15) calendar day time period, the grievance shall be referred in~~

~~writing to the Grievance Committee. Such Grievance Committee shall be composed of two (2) representatives of the Employer and two (2) representatives of CUPE Local 2843. A quorum of this committee shall consist of all members. The Grievance Committee shall meet and endeavour to resolve the grievance and shall render its decision in respect of the grievance within twenty one (21) calendar days following receipt of the submission and shall dispose of each grievance before proceeding to another, except where by unanimous consent of the Grievance Committee, the hearing of such grievance is adjourned for the purpose obtaining further information. If the Grievance Committee reaches a unanimous decision as to the disposition of any grievance, that decision shall be final and binding.~~

~~23.4 — If the Grievance Committee does not reach a unanimous or any decision within the said time, then either Party may by written notice served on the other Party require the establishment of an arbitration board as hereinafter provided. Such notice must be given within ten (10) calendar days after the date of the aforesaid twenty one (21) calendar day limit expires or the date the Grievance Committee renders other than a unanimous decision, whichever is shorter.~~

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

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

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

~~The findings and decision of a majority is the award of the arbitration board and is final and binding upon the Parties and upon any Employee affected by it. If there is not a majority, the decision of the chair governs, and it shall be deemed to be the award of the board.~~

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

~~expenses of its respective appointee and the two (2) Parties shall bear equally the expense of the chair.~~

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

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

Letter of Understanding No. 1 - No Contracting-out



BETWEEN
LETHBRIDGE SCHOOL DIVISION

- AND -

CUPE Local 2843



April 11, 2024

RE: No Contracting-out


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

Signed and dated the 11th day of April 2024.

Representatives of the Canadian Union of Public
Employees, Local 2843



Juanita Kaminski, President CUPE Local 2843



Sharon Olsen, Vice-President
CUPE Local 2843

Representatives of the Board of Trustees
Lethbridge School Division



Christine Light, Chair CUPE 2843 Negotiations
Committee



Christine Lee, Associate Superintendent
Business and Operations

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



LETHBRIDGE SCHOOL DIVISION

- AND -

CUPE Local 2843



April 11, 2024

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

Effective the month following ratification, 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) of within the Human Services field to the Human Resources Department for consideration/review of certification.

Signed and dated the 11th day of April 2024.

Representatives of the Canadian Union of Public Employees, Local 2843

Juanita Kaminski, President CUPE Local 2843

Sharon Olsen, Vice-President
CUPE Local 2843

Representatives of the Board of Trustees Lethbridge School Division

Christine Light, Chair CUPE 2843 Negotiations Committee

Christine Lee, Associate Superintendent
Business and Operations

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



BETWEEN

LETHBRIDGE SCHOOL DIVISION

- AND -



CUPE Local 2843

April 11, 2024

RE: JORDAN’S PRINCIPLE FUNDING

Rationale:

Special initiative funding can be tied specific 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 supports 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 specific 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 the 11th day of April 2024.

Representatives of the Canadian Union of Public Employees, Local 2843

A handwritten signature in blue ink, appearing to read "Juanita Kaminski".

Juanita Kaminski, President
CUPE Local 2843

A handwritten signature in blue ink, appearing to read "Sharon Olsen".

Sharon Olsen, Vice-President
CUPE Local 2843

Representatives of the Board of Trustees
Lethbridge School Division

A handwritten signature in blue ink, appearing to read "Christine Light".

Christine Light, Chair
CUPE 2843 Negotiations Committee

A handwritten signature in blue ink, appearing to read "Christine Lee".

Christine Lee, Associate Superintendent
Business and Operations

Letter of Understanding No. 4 - Substitute Payroll



BETWEEN
LETHBRIDGE SCHOOL DIVISION

- AND -

CUPE Local 2843



April 11, 2024

RE: Substitute Payroll – Semi-Monthly

Upon ratification the employer will explore converting the substitute and casual payroll from once per month to semi-monthly, with a goal to implement sometime in the 2024-2025 school year.

Signed and dated the 11th day of April 2024.

Representatives of the Canadian Union of Public Employees, Local 2843


Juanita Kaminski, President CUPE Local 2843


Sharon Olsen, Vice-President
CUPE Local 2843

Representatives of the Board of Trustees
Lethbridge School Division


Christine Light, Chair CUPE 2843 Negotiations
Committee


Christine Lee, Associate Superintendent
Business and Operations

Letter of Understanding No. 5 – 10 or 12 Month Choice



BETWEEN
LETHBRIDGE SCHOOL DIVISION

- AND -

CUPE Local 2843



April 11, 2024

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 are hired prior to April 11, 2024 shall have the one time choice to work 12 months or 10 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 the 11th day of April 2024.

Representatives of the Canadian Union of Public Employees, Local 2843

Juanita Kaminski, President CUPE Local 2843

Sharon Olsen, Vice-President
CUPE Local 2843

Representatives of the Board of Trustees
Lethbridge School Division

Christine Light, Chair CUPE 2843 Negotiations Committee

Christine Lee, Associate Superintendent
Business and Operations

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



BETWEEN
LETHBRIDGE SCHOOL DIVISION

- AND -

CUPE Local 2843



April 11, 2024

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 a break in consecutive years of service.

8.3.2 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

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 2021-2022 school year as per Article 8.3.2 received seniority within the following terms:

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

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

Signed and dated the 11th day of April 2024.
Representatives of the Canadian Union of Public
Employees, Local 2843

A blue ink signature of Juanita Kaminski.

Juanita Kaminski, President
CUPE Local 2843

A blue ink signature of Sharon Olsen.

Sharon Olsen, Vice-President
CUPE Local 2843

Representatives of the Board of Trustees Lethbridge
School Division

A blue ink signature of Christine Light.

Christine Light, Chair
CUPE 2843 Negotiations Committee

A blue ink signature of Christine Lee.

Christine Lee, Associate Superintendent
Business and Operations

