

COLLECTIVE AGREEMENT

BETWEEN



Lethbridge
SCHOOL DIVISION

LETHBRIDGE SCHOOL DIVISION

– AND –

CANADIAN UNION OF PUBLIC EMPLOYEES

***CUPE* LOCAL 290**

September 1, 2020 to August 31, 2024

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LAND ACKNOWLEDGEMENT

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 the 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 290 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 290 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 290 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.

The attached Collective Agreement is made in duplicate the ____ day of _____ 2024.

BETWEEN: LETHBRIDGE SCHOOL DIVISION
(Hereinafter called "Employer" Party of the First Part)

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 290 representing all
custodial and maintenance Employees in the employ of the School District Division
(Hereinafter called "Union" Party of the second Part)

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

ARTICLE 1: Term of Collective Agreement

1.1 This Collective Agreement shall remain in full force and effect as of the 1st day of September 2020 and shall continue in full force and effect to the 31st of August 2024.

This Collective Agreement shall continue from year to year unless written notice to terminate or amend is served by either Party to the other not more than one hundred and fifty (150) days or less than sixty (60) days prior to the date of expiration of the contract.

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

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

1.3 The Parties of this Collective Agreement mutually agree to comply with and be governed by the conditions as set out herein, for the purpose of maintaining harmonious relations between the Employer and Employees.

ARTICLE 2: Interpretations and Definitions

2.1 Head Caretaker:

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

2.2 Temporary and Casual Employees:

(a) Temporary Employees shall be defined as follows:

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

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

- (iii) Provisions of Article 15: Seniority, do not apply to Temporary Employees unless their temporary contract extends beyond a period of one (1) year.

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

- (b) Casual Employees shall be defined as all other Employees who have been hired on a day-to-day basis and who do not qualify to be appointed under Clause 2.2 (a) above.

(c) Casual Student Employee:

Is defined as a Casual Employee who normally works April – August and does not qualify to be appointed under Clause 2.2 (a) above.

Student Employees will not displace employees who hold seniority.

Student Employees will be supervised by Head Caretakers, the Labourer Supervisor, or a designate.

Student Employees shall:

- (i) be paid at the hourly rate that is three dollars (\$3.00) per hour less than the hourly rate of the position filled,
- (ii) be paid vacation pay and general holiday pay as per the *Alberta Employment Standards*,
- (iii) be required to pay union dues,
- (iv) shall be entitled to rights under Article 17 Grievance Procedure and shall not be entitled to any other benefit under the Collective Agreement.

- (d) With respect to the above such Employees shall not in any way displace Regular Employees, nor will they be retained or granted work in preference to Regular Employees who normally perform the work. This clause shall not include any sites staffed with one (1) Employee.

2.3 Apprenticeship Employee:

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

ARTICLE 3: Union Recognition

3.1 Bargaining Unit:

The Employer recognizes the Canadian Union of Public Employees, Local 290 as the sole and exclusive Bargaining Agent for all of its Employees as outlined in the Labour Relations Certificate C1959-2021 and hereby agrees to negotiate with the Union or any of its authorized committees, concerning all matters contained in the Collective Agreement affecting the relationship between the Parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

3.2 Bargaining Agent:

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

3.3 No Employee shall make a written or verbal agreement with the Employer or its representative which may conflict with the terms of this Collective Agreement.

3.4 Union Dues:

A deduction for Union dues, assessed by the Union, shall be made from the salary of all Employees covered by this Collective Agreement. Deductions shall be made from the payroll each month and shall be forwarded to the Secretary-Treasurer of the Union, accompanied by a list of names, classification, number of hours worked, amount of wages and dues deducted from Employees from whose wages the deductions were made.

Membership List

In September and March, the Employer will provide the Secretary-Treasurer of the Union with a current list of all Union Employees which will include names, home addresses, and personal phone numbers (if available).

ARTICLE 4: Salary

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

$$\begin{array}{l} \text{Employee scheduled hours worked} \\ + \\ \text{Approved paid leave hours} \\ + \\ \text{Applicable General Holiday hours} \\ \text{(as per Article 6)} \\ + \\ \text{Submitted/approved additional hours} \\ \text{(outside of Employee's schedule)} \end{array} \times \text{Employee's hourly rate} \\ \text{(as outlined in Article 4)}$$

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

4.2 Caretaking Rates:

Position Rate per Hour	September 1, 2020 to August 31, 2023	Effective September 1, 2023 (1.25 %)	Market Adjustment September 1, 2023	Total Wage September 1, 2023	Effective February 1, 2024 (1.5%)
Head Caretaker	\$24.45	\$24.76	\$1.84	\$26.60	\$27.00

<u>Position Rate per Hour</u>	September 1, 2020 to August 31, 2023	Effective September 1, 2023 (1.25 %)	Effective February 1, 2024 (1.5% increase unless otherwise noted)
Caretaker	\$23.02	\$23.31	\$23.65

<u>Position Rate per Hour</u>	September 1, 2020 to January 31, 2024	Effective February 1, 2024 (1.5% increase unless otherwise noted)
Casual Caretaker	\$21.52	\$23.65

<u>Position Rate per Hour</u>	<u>Effective February 1, 2024</u>	<u>Effective February 1, 2024 (1.5% increase unless otherwise noted)</u>
Casual Student Employee	Not Applicable	Minus \$3.00/hour from Caretaker Rate

4.3 Head Caretaker Allowances:

Effective September 1, 2019:

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

Effective February 1, 2024:

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

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

4.4 Maintenance Personnel Rates:

<u>Position Rate Per Hour</u>	<u>September 1, 2020 to August 1, 2023</u>	<u>Effective September 1, 2023 (1.25%)</u>	<u>Market Adjustment</u>	<u>Total Wage September 1, 2023</u>	<u>Effective February 1, 2024 (1.5% increase)</u>
Labourer Supervisor	\$24.76	\$25.07	\$2.42	\$27.49	\$27.91
Labourer	\$23.97	\$24.27	\$0.73	\$25.00	\$25.38
Journeyman Painter	\$28.41	\$28.76	\$0	\$28.76	\$29.19
Journeyman Carpenter	\$33.63	\$34.05	\$1.94	\$35.99	\$36.54
Journeyman Plumber	\$34.58	\$35.01	\$2.98	\$37.99	\$38.57
Journeyman Electrician	\$34.58	\$35.01	\$2.98	\$37.99	\$38.57

Position Rate Per Hour	September 1, 2020 to August 1, 2023	Effective September 1, 2023 (1.25%)	Market Adjustment	Total Wage September 1, 2023	Effective February 1, 2024 (1.5% increase)
Casual Labourer	22.47	\$22.47	\$0	\$22.47	\$25.38

Position Rate per Hour	Effective February 1, 2024	Effective February 1, 2024 (1.5% increase unless otherwise noted)
Casual Student Employee	Not Applicable	Minus \$3.00/hour from Labourer Rate

Apprenticeship Employee:

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

4.5 Labourer Supervisor Allowance:

Effective September 1, 2020 – January 31, 2024:

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

4.6 Certificate Allowances:

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

- (a) Building Operators "B"
- (b) Building Operators "A"
- (c) Fourth Class Power Engineer
- (d) Fifth Class Power Engineer

Effective September 1, 2019:

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

Effective February 1, 2024:

Any Employee holding one or more of the above certificates will receive a total allowance of one hundred dollars (\$100.00) per month.

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

ARTICLE 5: Annual Vacation

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

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

- 5.2 Anniversary Date is the date the Employee commenced service with the Employer.
- 5.3 Vacation entitlements are deposited monthly into Employees' vacation storage bank. Employees who start after the 1st of the month shall commence accumulating the following month.
- 5.4 Vacations are to be taken at such time considering operational needs are met and as approved by the Employer. Each Employee shall, not later than May 1st of each year, indicate their preference for vacation dates.

Where two or more Caretakers are employed in one school, the order in which annual vacation shall be taken shall be determined by the Director of Facility Services or Designate based on Seniority date.

The final vacation schedule shall be approved no later than June 1st of each year.

- 5.5 An Employee whose vacation leave is disrupted by the Employee's illness or injury requiring hospitalization after their vacation has begun, shall be entitled to reschedule or extend their vacation for the period of disability, providing that the nature and period of the disability is substantiated by a doctor's certificate.
- 5.6 Any unused vacation in excess of five (5) days shall be mutually agreed upon by the Employee and the Employer.
- 5.7 An Employee who wishes to carry forward a maximum of five (5) days of vacation entitlement shall request permission to do so, in writing, prior to June 30th to the Superintendent, or designate. Such permission shall not be unreasonably requested or withheld.

ARTICLE 6: General Holidays

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

New Year's Day	Victoria Day	Thanksgiving Day
Family Day	Canada Day	Remembrance Day
Good Friday	Heritage Day	Christmas Day
Easter Monday	Labour Day	Boxing Day

and any public holiday proclaimed by the Mayor, the Provincial Government, or the Federal Government. The inclusion of Easter Monday as a General Holiday is conditional that there will be no change in the school year as it is presently known. In the event that the Easter break is replaced with a fixed spring break, then a day off in lieu of Easter Monday will be given as a paid Holiday.

- 6.2 Work Performed on General or Declared Holiday:

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

- 6.3 If a General or Declared Holiday falls on an Employee's regular day off an additional day off shall be given, provided that the Federal, Provincial, or Municipal Government has not declared an additional Holiday in lieu thereof.
- 6.4 If a General Holiday occurs during an Employee's vacation, that day shall not count as a vacation day.
- 6.5 For those Employees who terminate during the Employment Year or have worked less than a year, General Holidays will be paid according to legislation.

ARTICLE 7: Sick Leave, Medical & Dental Appointments, Short-Term & Extended Disability

- 7.1 All employees on a temporary contract shall be granted a maximum of twelve (12) days sick leave, accrued at the rate of one (1) day per full month of employment, pro-rated for the employee's hours of work. This sick leave is for the purpose of obtaining necessary medical or dental treatment for accident, sickness, disability, or quarantine. This does not apply to Employees that are casual as defined in Article 2.

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

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

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

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

- 7.3 During a continuous absence for medical leave written application will be made by the Employee to the School Division benefit plan for extended disability benefits. Pension and benefit coverage will terminate if the Employee's share payments are not kept up to date for a period of two (2) months or more.
- 7.4 When an Employee leaves the employ of the Employer all sick leave entitlement shall be cancelled.
- 7.5 Before any payment is made under the foregoing regulations, the Employee shall provide:
- (a) A declaration into the Employer absence system where the absence is for a period of three (3) days or less.
 - (b) A certificate signed by a qualified medical or dental practitioner where the absence is for a period of over three (3) days.

- (c) The Employee shall make every reasonable effort to provide requested information for paid benefits under Article 7 prior to the application of extended disability and during the receipt of extended disability. If this does not occur the employee may not get paid under Article 7.
- (d) When the sickness extends for a period of over one (1) month, the Employee may, at the discretion of the Employer, be called upon to furnish a further medical certificate at the end of each month for the duration of the sickness.
- (e) At the discretion of the Employer an Employee may be required to submit to an examination by a health authority at any time, costs to be borne by the Employer.
- (f) The Employer will make every reasonable effort to return the Employee to their pre-disability position where possible.
- (g) Employees are responsible to cooperate with the division during any return to work arrangement and/or accommodation.

7.6 Return to work after one (1) year continuous absence:

In the event that an Employee becomes eligible to receive payment of extended disability benefits and following the expiration of one year of continuous absence, including the initial ninety (90) days, the Employer and the Union agree that such absence will then normally constitute a vacancy and that this vacancy will be posted.

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

- (a) The Employee will be assigned to a position within the Union's jurisdiction at the current rate of pay and current hours of work not less than formerly enjoyed prior to the absence. This may not mean the former school or position.
- (b) Where the position and/or rate of pay for the position is established at a rate lower than the Employee's normal wages and classification, the Employee shall apply for all vacancies in the Employee's former job classification. Failure by the Employee to apply will immediately entitle the Employer to reclassify the Employee to the classification and rate of pay to which the Employee is presently assigned. It is understood that the application to such a vacancy does not guarantee the Employee's appointment to that position.

Alternate Explanation of (b):

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

- (c) At all times an Employee who is absent under the above-mentioned conditions shall be advised in writing prior to the position being posted so that the Employee is aware they will not lose their employment.
- (d) Once an Employee has been on extended disability for a period of twenty-four (24) months and there is medical evidence to support that the Employee will be unable to return to work, the Employer shall then have the right to terminate the employment relationship and cease all Employer contributed benefits.

7.7 Worker's Compensation:

If an Employee covered by this contract is prevented from performing regular duties on account of an occupation accident that is recognized by the *Worker's Compensation Board* as compensable within the meaning of the *Worker's Compensation Act*.

The Employee shall apply for an award for loss of wages during the period of the absence under the *Workers Compensation Act*. The Employee must reasonably participate in all requirements in receiving this benefit.

The Employer will supplement the award made by the Worker's Compensation Board for the loss of wages to the Employee by such an amount so that the award of the Worker's Compensation Board for loss of wages, together with the supplementation by the Employer, will equal one hundred percent (100%) of the Employees' regular wage. The supplementation by the Employer shall not be for a period in excess of one hundred and twenty (120) calendar days. It is understood and agreed that Employee will turn over to the Employer, the compensation monies received for the stated period of time.

ARTICLE 8: Leave Entitlements

8.1 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

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.

(a) Critical Illness Leave:

For the critical illness leave of not more than three (3) paid days for the Employee's:

Spouse	Child	Sibling
Parent & Parent-In-Law	Grandchild	Grandparent
If any other relative resides in the same household this leave may be approved by contacting Human Resources upon discussion.		

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

(b) Bereavement Leave

Not more than five (5) paid days for the bereavement of the Employees;

Spouse	Child	Sibling
Parent & Parent-In-Law	Grandchild	Grandparent

A portion of Bereavement Leave may be held back in order to attend a Celebration of Life or the ceremony honouring the above listed family member's event held at a later date with a written request outlining the intentions and with approval of Human Resources.

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.

Not more than two (2) paid days for the bereavement of the Employees;

Grandparent-In-Law	Child-In-Law	Sibling-In-Law
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If circumstances warrant additional leave for attendance at the celebration of life or the ceremony honouring the above listed family member's event, the two (2) days may be extended up to a maximum of five (5) days with a written request outlining the intentions and with approval of Human Resources.

One (1) day paid leave for the employee to attend the celebration of life or ceremony honouring the below listed friend or family member's event:

Pibling	Cousin	Nibling	Friend
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- (c) Citizenship
While obtaining citizenship papers at a scheduled session of the court, one (1) day.
- (d) Witness / Jury Leave
While serving as a witness or as 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 or jury member be paid over to the Employer.
- (e) CUPE Local 290 Business
For Employees to attend meetings or business of CUPE Local 290 as it affects the affairs of Lethbridge School Division.
- (f) School Closure
In the event that the Superintendent officially notifies the public of the temporary closure of the schools, Employees directed to work by the Director of Facilities or designate shall be paid at the rate of one and one-half times (1.5x) the regular rate of pay for any work performed while the school is temporarily closed.
- If an Employee attends the worksite and is advised that they are not required, the employee shall be paid at their regular rate of pay for the day.
- If an Employee is unable to attend work, they may choose to use Emergency Leave, Personal Leave, or Vacation.
- (g) Emergency Leave Days:
In any one contract year:

Two (2) days for some emergency or 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. In the first year of employment, the leave bank will be prorated based on the Employee's start date in the School Year.
- (h) Personal Leave Days:

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

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.

(i) Job Related Courses/Exams

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

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

- (a) Leave of absence for Union work or conventions, provided the Union reimburses the Employer for all pay during the period of leave. The Employer or designate may give permission for Employees to attend General or Special Union meetings provided that the Employee makes up the time absent from work related duties to attend said meeting(s).
- (b) Subject to operational requirements, and upon written request to the Employer by the Union, leave of absence with pay, benefits, pension, and vacation accrual may be granted to allow Employees to perform the duties of any office in their Union or the parent Union, or attend meetings of the Canadian Union of Public Employees, its affiliated or chartered bodies.

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

8.3 With Loss of Full Pay and Benefits:

(a) Leave of Absence

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

(b) Pay During Approved Leave of Absence for Union Work or Convention:

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

ARTICLE 9: Leave without Pay

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

ARTICLE 10: Maternity and Parental/Adoptive Leave

10.1 Maternity Leave:

Birth mothers who have worked for the Employer for at least ninety (90) days immediately prior to the leave request, shall be eligible for Maternity Leave without pay for a period not exceeding sixteen (16) weeks. The birth mother is eligible for up to sixty-two (62) weeks of Parental Leave without notice to the Employer, as described in Article 10.2 unless only sixteen (16) weeks of Maternity Leave were originally arranged.

- (a) When possible, an Employee will notify the Employer of their leave requirement six (6) weeks in advance of the first day of the leave, or as soon as possible. The commencement of the leave and return from leave shall be determined by the Employee. A medical certificate certifying the pregnancy and expected day of delivery shall accompany such notification.
- (b) The Employer shall top up the Employment Insurance Benefits to one hundred percent (100%) of the Employee's weekly salary and benefits for the duration of the health-related portion of the Maternity Leave, to the number of days currently available under Article 7.
- (c) An Employee returning from Maternity Leave shall be returned to the assignment held at the commencement of the leave.
- (d) An Employee who wishes to resume working the next working day following the approved termination date of their leave shall give the Employer four (4) weeks written notice of the day on which the Employee intends to resume working for the Employer.
- (e) Upon written notice application by the Employee, health benefits (Alberta School Employee Benefit Plan and Alberta Health Care) may be continued, at the Employee's expense.
- (f) If a pregnancy ends in other than a live birth within sixteen (16) weeks of the estimated due date, the birth mother shall receive Maternity Leave but not Parental Leave.

10.2 Parental/Adoptive Leave:

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

- (a) If both parents are Employees of the Division, the combined parental leave cannot exceed sixty-two (62) weeks pursuant to provincial legislation.
- (b) 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.
- (c) The dates of beginning and termination of the leave shall be determined by mutual agreement of the Employee and the Superintendent or designate.
- (d) An Employee who wishes to resume working earlier or later than the initial leave request shall give the Employer four (4) weeks written notice of the day on which the Employee intends to resume working for the Employer.
- (e) Upon written notice application by the Employee, health benefits (Alberta School Employee Benefit Plan and Alberta Health Care) may be continued, at the Employee's expense.
- (f) Parental/Adoptive Leave can start any time after the birth or adoption of a child but must be completed within seventy-eight (78) weeks of the date the baby is born or placed with the parents.

ARTICLE 11: Employer Paid Benefits

11.1 Participation:

All Employees except those defined in Article 2 – 2.2(b) (Casual Employees) and 2.2(c) (Casual Student Employees) and covered under this contract shall participate in the plans in effect under the conditions and regulations of the respective plans.

11.2 Alberta School Employee Benefit Plan (ASEBP):

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

11.3 ASEBP Extended Health Care – Plan I:

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

11.4 ASEBP Dental Care Plan III:

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

11.5 ASEBP Vision Care Plan III Benefits:

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

11.6 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*.

11.7 Pension Plan:

All eligible Employees shall participate under the provisions of the Local Authorities Pension Plan. The Employers' contribution shall be in accordance with the regulations of the Plan and would be terminated as per Clause 7.6(d).

11.8 Health/Wellness Spending Account

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

Effective February 1, 2024:

The Employer will contribute to a Health/Wellness Spending Account in the annual amount of seven hundred twenty-five dollars (\$725.00) for each staff member on a continuing contract with seniority. Eligible Employees with seniority as of September 1st of each year shall be actively at work, on Maternity and Parental/Adoptive Leave, on Sick Leave or extended disability.

ARTICLE 12: Hours of Work and Scheduling of Work

12.1 Hours of work shall be eight (8) hours per day, five (5) consecutive days, and forty (40) hours per week. If any changes are to be made in the present workweek, there shall be prior notice to and discussion with the Union.

12.2 The Employer may, at its discretion, institute a compressed workweek during July and August.

12.3 Rest periods are provided as follows:

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

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

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

ARTICLE 13: Overtime / Additional Time

13.1 Regular Overtime:

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

Regular overtime includes scheduled overtime or the approved continuation of the workday.

13.2 Emergency Calls Overtime:

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

An emergency, for the purpose of this clause, is defined as an unforeseen circumstance/occurrence that arises out of regular work hours and requires the Employee to come to work for the Division.

If the Employee is given the choice to work extra hours this does not meet the definition of emergency under Clause 13.2

13.3 Additional Time:

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

13.4 Banking of Regular Overtime:

Banking of overtime or additional time will be limited to a maximum of four (4) days. Time off may be granted as mutually agreed to by the Employee and the Employer at the rate at which it was earned in lieu of cash payment. If no mutual agreement can be reached, a cash payment will be made. Banked time may be taken at such time considering operational needs are met.

Banked time not in excess of four (4) days is not required to be paid out unless requested by the Employee.

ARTICLE 14: Probation, Appointments, and Notification of Vacancies

14.1 Probation:

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

Should this new Employee apply to another position, classification, location, or hours during the Probationary Period and is successful, the Employee shall restart the Probationary Period in the new position.

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

14.2 Appointments:

- (a) A continuing employee hired into a different classification shall be evaluated as per Division policy.

If the continuing employee is not meeting standards in the new role the continuing employee shall be reassigned to the previous classification and hours they previously held.

- (b) A newly hired Employee will be required to produce a satisfactory criminal record check; including vulnerable sector, child intervention check and certificate of health (if necessary, for the position) prior to commencing work in a Casual, Temporary, Permanent Part-time, or Full-time position.
- (c) Caretakers may be required to produce a Fifth Class Power Engineering Certificate, or equivalent, as provided under the *Boilers Act* of the Province of Alberta, at the expiration of the Probationary Period.

14.3 Transfers:

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

14.4 Discipline:

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

14.5 Termination of Services:

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

14.6 Summary Dismissal:

Any Employee may be summarily dismissed by the Employer for any conduct that in the opinion of the Employer is detrimental to the welfare of the school or its occupants. If so dismissed, the Employee shall have the right to grieve or appeal the decision under the provisions of the Collective Agreement.

14.7 Vacancies:

- (a) When a new position or vacancy occurs, it shall be open for a minimum of five (5) working days. All Employees covered by this Collective Agreement shall be notified of postings via electronic mail. Awarding of position shall be communicated through electronic mail.
- (b) Outside advertising for a posted position may be placed concurrently with internal postings. External applications will not be considered until the internal application of Employees has been received and reviewed by the Human Resources Department and the list of internal applicants weighted and considered.
- (c) All interested Employees must submit their application for the position advertised by the date specified.
- (d) If a position becomes vacant any Employee shall have the right to apply for the position.
- (e) Promotions are based on qualifications. Seniority shall be used as one consideration in determining preference or priority in promotions and transfers.

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

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

(f) Posting of Vacancies for Employees on Extended Disability:

In the event that an Employee becomes eligible to receive payment of extended disability benefits and following the expiration of one (1) year of continuous absence, including the initial ninety (90) days, the Employer and the Union agree that such absence will then normally constitute a vacancy and that this vacancy will be posted.

ARTICLE 15: Seniority

- 15.1 The seniority of an Employee shall be established from the date the Employee last began continuous service with the School Division.
- 15.2 The Employer agrees 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 submission.
- 15.3 Upon proof of error being established by a Union Representative, correction shall immediately be made. The Employer will supply the Union with a copy of the Seniority list and corrections thereto.
- 15.4 An Employee shall not lose seniority rights if they are absent from work because of sickness, accident, lay-off, or leaves of absence approved by the Employer.

An Employee shall only lose their seniority in the event:

- (a) The Employee is discharged for *just cause* and is not reinstated.
- (b) The Employee resigns in writing and does not withdraw within two (2) 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.

ARTICLE 16: Layoff, Recall and Reduction in Hours

16.1 Layoff

A layoff shall be defined as a reduction in the workforce.

A Layoff shall be in reverse order of bargaining unit wide seniority, in the affected classification provided the Employee has the necessary qualifications to perform the work remaining.

16.2 Recall

- (a) 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.

- (b) An Employee recalled for casual work or employment of short duration at a time when they are employed elsewhere shall not lose their recall rights for refusal to return to work.
- (c) An Employee, after receipt of layoff notice, shall retain recall rights for a period of twelve (12) consecutive calendar months from the effective date of the start of their layoff.
- (d) It shall be the responsibility of the Employee to keep the Employer informed of their current phone number and address.
- (e) The employer will notify the employees eligible for recall via the phone number provided to human resources and the Division assigned email.
- (f) If the employee fails to respond to recall within seven (7) calendar days the employee will be deemed to have declined recall and will lose seniority as per Article 15 - Seniority.

16.3 Reduction in Hours

Where reductions in hours result in excess Employees in a classification at a particular location or school and where those Employees will need to be relocated, the Employer will displace or reduce the hours of the most junior Employees in the classification across the Division. The most junior employee shall be laid off if necessary if no positions are available.

ARTICLE 17: 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, as per the process outlined in Article 17, without stoppage of work or refusal to perform work.

17.1 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, Director of Facilities, Coordinator of Caretaking, Coordinator of Maintenance, 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 five (5) working days.
- (d) In the event that the employee feels the issue has not been resolved satisfactorily they may request to the Union to advance to a Step 1- Written Grievance within five (5) working days.

17.2 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 five (5) working days of Clause 17.1(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) The parties shall have not more than 3 representatives unless mutually agreed otherwise 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.

17.3 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.

17.4 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 five (5) 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.

17.5 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.

17.6 Policy Grievance:

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

17.7 Termination Grievance:

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

17.8 Timelines:

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.

ARTICLE 18: Discrimination and Harassment

18.1 Discrimination:

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

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

ARTICLE 19: Occupational Health and Safety

- 19.1 The Parties to this Collective Agreement will cooperate in the matter of occupational health, safety, and accident prevention.
- 19.2 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 & 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.
- 19.3 Employees required to drive as a function of their duties, shall provide a driver's abstract at the request of the Employer. The cost will be borne by the Employer.

19.4 Safety Footwear

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

19.5 Clothing Allowance

Effective September 1, 2019:

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

Effective February 1, 2024:

All caretaking employees with seniority who are actively at work as of February 1st, 2024, will receive a one-time top-up of one hundred fifty dollars (\$150.00) for appropriate, occupational, clothing and/or footwear. This allowance will be deposited the month following ratification.

Effective August 31, 2024:

All Employees with seniority who are actively at work as of October 1st of each year shall be entitled to an allowance of two hundred and fifty dollars (\$250.00) per year for appropriate, occupational, clothing and/or footwear. This allowance will be deposited by October 31st of each year.

ARTICLE 20: General Clauses

- 20.1 Pay rates for all new positions created during the term of this Collective Agreement shall be determined through negotiation between the Parties to this Collective Agreement.
- 20.2 An Employee who has severed their employment between the termination of this Collective Agreement and the effective date of the Collective Agreement shall, within a sixty (60) day period, apply to the Employer, in writing, for retroactivity of any increase in wages, salaries or other prerequisites.
- 20.3 The Employer agrees to allow the posting of Union notices on bulletin boards for Bargaining Unit Employees. Such notice shall relate to appointments, meetings, elections, and conventions of the Union and Union social and recreational affairs.
- 20.4 Management reserves all rights not restricted by this Collective Agreement.

ARTICLE 21: Committees

- 21.1 Committee:
Shall mean the Committee, person, or persons, acting on behalf of the Employer or the Union to meet on all matters affecting this Collective Agreement or for another purpose as approved by the Employer.
- 21.2 Notice of Meeting:
Either Party to this Collective Agreement may give notice at any time to the other Party that a meeting is desired and said meeting shall be held at a time and place as shall be fixed by mutual agreement.
- 21.3 Labour Management Committee:
It is mutually agreed that a Labour/Management Committee be established to discuss matters of mutual interest, but not matters under consideration through the grievance procedure. Terms of Reference shall be determined by the Committee.

Meetings will be held on a quarterly basis if required and other meetings may be called as required.
- 21.4 Joint Occupational Health and Safety Committee:
Site-based Health and Safety Committees and a Joint Worksite Health and Safety Committee shall be established for the purpose of jointly considering, monitoring, inspecting, investigating and reviewing health and safety conditions and practices, and to improve existing health and safety conditions and practices. These meetings shall be held during normal working hours and Employees participating shall be paid their applicable rate of pay in accordance with applicable Articles of this Collective Agreement.

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

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







ARTICLE 22: Subrogation

- 22.1 In the event that the Employer incurs a cost of absence (wages and benefits) up to ninety (90) days as a result of an act or omission of a third party, the Employer is subrogated to any right of recovery of the Employee from the third party in the amount of the cost of absence and without restricting the generality of the foregoing, the following provisions apply:
- (a) The Employee shall advise the Employer in advance of the Employee's intention to initiate any claim in which an act or omission of a third Party has resulted in the Employer incurring a cost of absence;
 - (b) The Employee shall upon request by the Employer include the cost of absence, as calculated by the Employer, in the Employee's claim;
 - (c) The Employer shall have the right (but not the obligation) to maintain an action in the name of the Employee and engage a solicitor (including the Employee's solicitor) to recover the cost of absence;
 - (d) The Employee agrees to cooperate with the Employer and to provide, at the Employer's expense, all loss of income records, transcripts, loss of income reports and information with respect to the calculation or allocation of damages and attend examinations for discovery or assist as a witness where required.

**** ***** ****

In Witness whereof the Parties have executed this Collective Agreement.

Signed and dated this 3 day of July, 2024.

Representatives of Lethbridge School Division	Canadian Union of Public Employees, Local 290
	
 Charles	 Jack
 Grace	 North

Letter of Understanding No. 1: Contracting Out

BETWEEN

Lethbridge School Division

- AND -


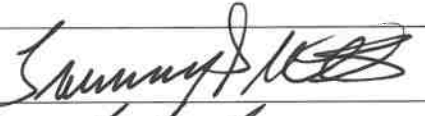
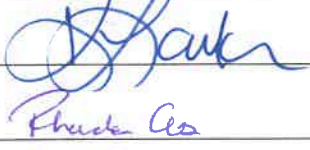



Canadian Union of Public Employees, Local 290

RE: Contracting Out

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

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

Signed and dated this 3 day of July 2024.

Representatives of Lethbridge School Division	Canadian Union of Public Employees, Local 290
	
	
	

Letter of Understanding No. 2: Related Education Costs for Fifth Class Power Engineer Certification

BETWEEN

Lethbridge School Division

- AND -

Canadian Union of Public Employees, Local 290





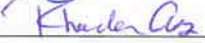



RE: Related Education Costs for Fifth Class Power Engineer Certification

The Employer will pay fifty percent (50%) of tuition costs and textbooks for Fifth Class Power Engineer Certification upon successful completion of the course.

The employee agrees to continue employment with the Division for at least one (1) year upon successful completion of Fifth Class Power Engineer Certification (course and provincial exam).

If the employee chooses to resign, retire, or is terminated prior to this date, the employee will be responsible to pay tuition and textbooks to the division, which will be deducted from the employee's final pay.

Signed and dated the 3 day of July, 2024.

Representatives of Lethbridge School Division	Canadian Union of Public Employees, Local 290
	
	
	
	

Letter of Understanding No. 3: Hours of Work and Scheduling of Work

BETWEEN

Lethbridge School Division

- AND -

Canadian Union of Public Employees, Local 290

RE: Hours of Work and Scheduling of Work

Notwithstanding Clause 12.3, effective August 1, 2023, Division work will be scheduled to allow for the effective operation of the Division. Work will be scheduled as per the rest periods in the chart below:

Shift	Paid Break	Unpaid Break
4-hour shift	1 – 15-minute break	
5-hour shift	1 – 15-minute break	30-minute break
6-hour shift	1 – 15-minute break	30-minute break
7-hour shift	1 – 15-minute break	30-60 minute break
8-hour shift	2 – 15-minute breaks	30-60 minute break
Head Caretaker (8-hour)	2 – 15-minute breaks	60-90-minute break*

*Exceptions:

- a) 30-minute unpaid break on Fridays and non-instructional days
- b) Schools with enrollment of less than 150 students may have longer unpaid breaks to meet Division needs.

Signed and dated the 3 day of July, 2024.

Representatives of Lethbridge School Division	Canadian Union of Public Employees, Local 290
