

September 2016 – August 2018

COLLECTIVE AGREEMENT

between



Lethbridge School District No. 51

**THE BOARD OF TRUSTEES OF THE
LETHBRIDGE SCHOOL DISTRICT NO. 51**

and

CUPE / *Canadian Union
of Public Employees*

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL NO. 290

Printed: April 10, 2017

CONTENTS

<u>Article</u>	<u>Title</u>	<u>Page</u>
1	Terms and Conditions	3
2	Interpretations and Definitions	4
3	Salary Schedule	6
4	Annual Vacation	8
4A	General Holidays	9
5	Payment of Salary for Absence Due to Illness, Medical/Dental, Disability or Accident	9
6	Personal Leaves of Absence for Purposes Other Than Those Defined in Article 5	11
7	Maternity Leave and Parenting Leave	13
8	Pension Plans; Group Life Insurance; Medical & Hospitalizations & Accident Plans	15
9	Hours of Work & Scheduling of Work	16
10	Overtime/Time for Time	16
11	Appointments; Transfers; Terminations; Notification of Vacancies; Seniority	17
12	Disputes and Grievances	21
13	General Clauses	24
14	Occupational Health and Safety	24
15	No Harassment	25
16	Subrogation	25
	Letter of Understanding #1	27
	Letter of Understanding #2	28
	Letter of Understanding #3	29

AGREEMENT

The attached agreement is made in duplicate the 10^h day of April, 2017.

BETWEEN

The Board of Trustees of the Lethbridge School District No. 51 called the Employer,

AND

Canadian Union of Public Employees Local No. 290 representing all custodial and maintenance employees in the employ of the School District herein called the Union.

ARTICLE 1 - TERMS AND CONDITIONS

- 1.1 This agreement shall remain in full force and effect as of the 1st day of September, 2016 and shall continue in full force and effect to the 31st of August, 2018.

This 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 agreement, this contract shall, in accordance with the Alberta Labour Relations Code, Article 128 (a) (b) and (c) remain in full force and effect until such time as either party commence strike or lockout action or either party gives notice of termination of the continuing terms and conditions of employment, whichever occurs first.

- 1.2 Negotiations pertaining to any desired changes must be commenced within thirty (30) days after the date of receipt of the notice as mentioned in 1.1 above.
- 1.3 The parties to this 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 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 agreement and the Union.
- 2.3 No employee shall be required to make a written or verbal agreement with the Employer or its representative which may conflict with the terms of this collective agreement.
- 2.4 A Committee - shall mean the Committee or person, or persons, appointed by the Employer to meet with the bargaining agent on all matters affecting this agreement.
- 2.5 Notice of Meeting - either party to this agreement may give notice at any time to the other party that a meeting is desired, and said meeting shall be held at a time and place as shall be fixed by mutual agreement.
- 2.6 Union Dues – A deduction for Union dues, assessed by the Union, shall be made from the salary of all employees covered by this Agreement. Deduction shall be made from the payroll each month and shall be forwarded to the Secretary-Treasurer of the Union, accompanied by a list of names, classification, amount of wages and dues deducted from employees from whose wages the deductions were made.
- 2.7 Salary - the salary to be paid to all employees covered by this agreement shall be in accordance with the salary schedule in force from time to time as negotiated by both parties to this Agreement and shall be paid to the employees twice monthly not later than the 15th of the month and the last working day of the month.

2.7.a Method of Pay

All regular employees covered by this agreement will be paid by the following calculation:

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

2.8 Temporary and Casual Employees

2.8.a Temporary employees shall be defined as follows:

- an employee hired for a specific term of not less than six months, nor greater than one calendar year
- an employee hired to relieve a regular employee who is expected to be absent for more than 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 7.

- provisions of Article 10.6 - Seniority, do not apply to temporary employees unless their temporary contract extends beyond a period of one year.

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

2.8.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 Article 2.8.a above.

Casual employees shall be paid at the hourly rate that is one dollar and fifty cents (\$1.50) per hour less than the hourly rate of the position filled provided that all current casual employees, as of the date of ratifying this agreement, are grand-fathered and shall not suffer a loss in pay as a result of the implementation of this clause and shall not be entitled to other benefits and rights under the collective agreement.

2.8.c With respect to the above (2.8.a and 2.8.b), 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 General Stewart School.

2.9.a Apprenticeship Employee - is defined as an employee who has received Employer approval to enroll in an apprenticeship program under the provisions of the Alberta Apprenticeship Act.

2.9.b Where indicated by context or intent in this collective agreement, the masculine shall be deemed to include the feminine, and singular shall be deemed to include the plural and vice versa.

ARTICLE 3 - SALARY SCHEDULE

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

2016-2017 2%

2017-2018 0% See Letter of Understanding No. 1

3.1 Caretaking Rates

	<u>Sept. 1/16</u> <u>Rate/Hour</u>
Head Caretaker	\$ 24.45
Caretaker	\$ 23.02
Casual Personnel Rate	
Caretaker	\$ 21.52

3.2 Head Caretaker Allowances

Head Caretaker - 20 cents per hour for each man hour in excess of 4,000 man hours. Allowances will be determined on September 1st of each school year.

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

3.3 **Maintenance Personnel Rates**

	Sept.1/16 <u>Rate/Hour</u>
Labour Foreman	\$ 24.76
Labourer	\$ 23.97
Journeyman Painter	\$ 28.41
Journeyman Carpenter	\$ 33.63
Journeyman Plumber	\$ 34.58
Journeyman Electrician	\$ 34.58
Maintenance Technician	\$ 32.03
Casual Personnel Rate	
Labourer	\$ 22.47

Apprenticeship Employee

(in accordance with the Apprenticeship Act or the minimum labourer rate whichever is greater)

Person-in-Charge - (Exclusive of Labour Foreman) an allowance of 43 cents per hour when they are in charge of two or more employees

3.4 **Certificate Allowances** - The Employer agrees to pay the annual fee(s) for all employees holding the following tickets:

- 1) Building Operators "B"
- 2) Building Operators "A"
- 3) 4th Class Stationary
- 4) 5th Class Power Engineering Tickets

ARTICLE 4 - ANNUAL VACATION

Employees covered by this agreement shall receive paid vacations in accordance with the following schedule:

4.1

Years of Service	Days accrued per month (refer to clause 4.3)	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 of service	2.08 vacation days per month for each complete month of service	Twenty-five working days
25 years or more of service	2.50 vacation days per month for each complete month of service	Thirty (30) working days

- 4.2 Anniversary Date is the date the employee commenced service with the Employer.
- 4.3 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.
- 4.4 Vacations are to be taken at such time as may be approved by the Employer or its designated officer. Each employee shall, not later than April 1st of each year, indicate his/her preference for vacation dates. Where two or more caretakers are employed in one school, the order in which annual vacation shall be taken shall be determined by the Head Caretaker and Secretary-Treasurer. The final vacation schedule shall be posted by not later than May 1st of each year.
- 4.5 An employee whose vacation leave is disrupted by the employee's illness or injury requiring hospitalization after his vacation has begun, shall be entitled to reschedule or extend his vacation for the period of disability, providing that the nature and period of the disability is substantiated by a doctor's certificate.
- 4.6 Any unused vacation in excess of five (5) days shall be mutually agreed upon by the employee and the employer.

- 4.7 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 4A - GENERAL HOLIDAYS

- 4A.1 In addition to the annual holidays, each employee shall be entitled to the following public holidays: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day 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.
- 4A.2 If a general or declared holiday falls on an employee's regular day off, an additional day off with pay shall be given, provided that the federal, Provincial or Municipal Government has not declared an additional holiday in lieu thereof.
- 4A.3 If a general holiday occurs during an employee's vacation, that day shall not count as a vacation day.
- 4A.4 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 5 - PAYMENT OF SALARY FOR ABSENCE DUE TO ILLNESS, MEDICAL/DENTAL, DISABILITY OR ACCIDENT

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

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

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

- 5.2 During a continuous absence for medical leave written application will be made by the employee to the District benefit plan for extended disability benefits. Pension and benefit coverage will terminate if employees share payments are not kept up to date for a period of 2 months or more.
- 5.3 When an employee leaves the employ of the Employer all sick leave entitlement shall be cancelled.
- 5.4 Before any payment is made under the foregoing regulations, the employee shall provide:
 - 5.4.a A declaration where the absence is for a period of three days or less.
 - 5.4.b A certificate signed by a qualified medical or dental practitioner where the absence is for a period of over three days.
 - 5.4.c When the sickness extends for a period of over one month, the employee may, at the discretion of the Employer, be called upon to furnish a further medical certificate at the end of each month for the duration of the sickness.
 - 5.4.d 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.
 - 5.4.e Employees will return to their pre-disability location.

5.5 Worker's Compensation

If an employee covered by this contract is prevented from performing regular duties on account of an occupation accident that is recognized by the Worker's Compensation Board as compensable within the meaning of the Compensation Act. The Employer will supplement the award made by Compensation Board for the loss of wages to the employee by such an amount so that the award of the Compensation Board for loss of wages, together with the supplementation by the Employer, will equal one hundred percent of the employees' regular wage. The supplementation by the Employer shall not be for a period in excess of 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 6 - PERSONAL LEAVES OF ABSENCE FOR PURPOSES OTHER THAN THOSE
DEFINED IN ARTICLE 5**

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.

6.1 With Full Pay

- 6.1.a In any one contract year, not more than three days leave for the critical illness of each of the employee's father, mother, spouse, son, daughter, brother, sister or parents of spouse. A medical statement signed by the critical ill person's attending physician must be submitted, if death does not occur. Such statement must include verification that the critical illness was life threatening. If necessary travel warrants additional leave, the three days may be extended up to a maximum of five days.
- 6.1.b In any one contract year, not more than five days leave for the death of each of the employee's father, mother, spouse, son, daughter, brother, sister, grandchild of the employee or the employee's parents of spouse.
 - 6.1.b.a 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.
- 6.1.c In any one contract year, two days leave for attendance at the funeral of each of the employee's grandparent (including in-law), brother-in-law, sister-in-law, son-in-law, or daughter-in-law. If circumstances warrant additional leave, the two days may be extended up to a maximum of five days for travel distance greater than 500 km one way.
- 6.1.d In any one contract year, one day leave for the attendance at the funeral of each of the employee's uncle, aunt, cousin, nephew, or niece.
- 6.1.e For acting as a pallbearer, one half day.
- 6.1.f Half a shift (1/2) leave for funeral of a friend of the employee's family.
- 6.1.g While obtaining citizenship papers at a scheduled session of the court, one half day.

- 6.1.h While serving as a witness as a result of a notice to attend or subpoena, provided that any witness fee received for acting as a witness be paid over to the Employer.
- 6.1.i For employees to attend meetings or business of CUPE Local 290 as it affects the affairs of Lethbridge School District No. 51.
- 6.1.j In the event that the Superintendent officially notifies the public of the temporary closure of the schools. Employees directed to work for emergency purposes by the Director of Facilities shall be paid at the rate of one and one-half times (x1 ½) the regular rate of pay for any work performed while the school is temporarily closed.
- 6.1.k In any one contract year, not more than three days:
 - a) One day for family concerns including, illness, medical appointments, marriage, graduation, or household emergencies affecting the employee's immediate family.
 - b) One day for some emergency or misfortune or circumstance demanding the employee's attention. A circumstance means a situation of critical nature, which requires the employee's physical presence during normal working hours.
 - c) One (1) day to attend to personal concerns provided school needs are met.

In the case of an additional family concern, the day allotted in 6.1.k b for emergencies may be used provided prior approval has been obtained by the Co-ordinator of Caretaking/Director of Facility Services as well as, Human Resources.

Such circumstances shall not involve financial gain and/or outside business interests. This clause may be used in conjunction with 6.1.a and 6.1.b.

- 6.1.l For the purpose of taking job related courses and examinations as directed by the employer.

6.2 With Full Pay Provided Reimbursement is made to the Employer

- 6.2.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).

6.3 With Loss of Full Pay and Benefits

- 6.3.a 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.

6.3.b Pay During Approved Leave of Absence for Union Work or Convention

An employee shall receive the pay and benefits provided for in this 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 7 – MATERNITY LEAVE AND PARENTING LEAVE

7.1 Female employees who have worked for the Employer for at least twenty six consecutive weeks immediately prior to the leave request, shall be eligible for maternity leave without pay for a period not exceeding fifty-two (52) weeks. This leave is made up of fifteen (15) weeks maternity leave and thirty-seven (37) weeks parental leave, if the Employee so requests.

- i) When possible, an employee will notify the Employer of her leave requirement three (3) months in advance of the first day of the leave. The commencement of the leave and return from leave shall be determined by the employee. A medical certificate certifying the pregnancy and expected day of delivery shall accompany such notification.
- ii) 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 5.
- iii) An Employee returning from maternity leave shall be returned to the assignment held at commencement of the leave.
- iv) An Employee who wishes to resume working the next working day following the approved termination date of her leave shall give the Employer four (4) weeks written notice of the day on which the Employee intends to resume working for the Employer.
- v) 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.

7.2 Fathers who have worked for the Employer for at least twenty six consecutive weeks immediately prior to the leave request, are eligible for up to thirty-seven (37) weeks unpaid leave pursuant to provincial legislation:

- i) If both parents are employees of the District, the combined parental leave cannot exceed thirty-seven (37) weeks pursuant to provincial legislation.
- ii) The Employee concerned shall request a leave of absence, in writing, as far in advance as is possible of beginning the leave.
- iii) The dates of beginning and termination of the leave shall be determined by mutual agreement of the Employee and the Superintendent, or designate.
- iv) 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.

7.3 Adoptive parents are eligible for up to thirty-seven (37) weeks unpaid leave pursuant to provincial legislation:

- i) If both parents are employees of the District, the combined parental leave cannot exceed thirty-seven (37) weeks pursuant to provincial legislation.
- ii) The Employee concerned shall request a leave of absence, in writing, as far in advance as is possible of beginning the leave.
- iii) The dates of beginning and termination of the leave shall be determined by mutual agreement of the Employee and the Superintendent, or designate.
- iv) 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.

ARTICLE 8 - PENSION PLANS, GROUP LIFE INSURANCE, MEDICAL AND HOSPITALIZATION AND SICKNESS AND ACCIDENT PLANS

- 8.1 **Participation:** All employees except those defined in Article 2.8.b (casual employees) covered under this contract shall participate in the plans in effect under the conditions and regulations of the respective plans.
- 8.2 **Alberta School Employee Benefit Plan:** All employees shall be covered under the provisions of the A.S.E.B.P. Life Insurance Plan II and Extended Disability Plan D with the Employer paying 100% of the premium.
- 8.3 **Alberta Health Care Insurance:** The Employer's contribution to the Alberta Health Care Insurance covering persons employed by the Employer shall be at the rate of 100% of the total premium.
- 8.4 **A.S.E.B.P. Extended Health Care - Plan I:** The Employer's contribution to the A.S.E.B.P. Extended Health Care Plan I, covering persons employed by the Employer shall be at the rate of 100% of the total premium.
- 8.5 **A.S.E.B.P. Dental Care Plan III:** The Employer's contribution to the A.S.E.B.P. Dental Care Plan III covering persons employed by the Employer shall be at the same rate of 100% of the total premium.
- 8.6 **A.S.E.B.P. Vision Care Plan III Benefits:** The Employer's contribution to the A.S.E.B.P. Vision Care Plan covering persons employed by the Employer shall be at the rate of 100% of the total premium.
- 8.7 **Unemployment 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 Unemployment Insurance Act.
- 8.8 **Pension Plan:** All eligible employees shall participate under the provisions of the Local Authorities Pension Plan. The Employers' contribution shall be in accordance with the regulations of the Plan and would be terminated as per clause 11.9.
- 8.9 **Health Spending Account:** The Employer will contribute to a Health Spending Account in the amount of \$500.00, for staff member with seniority. Eligible support staff with seniority by September 1st of each year shall be actively at work, on maternity leave, on sick leave or extended disability.

ARTICLE 9 - HOURS OF WORK AND SCHEDULING OF WORK

- 9.1 Hours of work shall be eight hours per day, 5 consecutive days, 40 hours per week. If any changes are to be made in the present work week, there shall be prior notice to and discussion with the Union. With a one and one half (1.5) hour lunch break for day shift and one half (.5) hour lunch break on evening shift during normal full school days.
Where possible a lunch break of one (1) hour may be provided at management's discretion.
- 9.2 The employer may at its discretion institute a compressed workweek during July and August.
- 9.3 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 his regular position.
- 9.4 Permanent part time employees shall have the option to fill any absences within that school where the absence occurs.

ARTICLE 10 - OVERTIME /TIME FOR TIME

- 10.1 Regular Overtime: An employee shall receive overtime at the rate of time and one-half for each hour worked in excess of eight hours per day or forty hours per week. Overtime is authorized by the Coordinator of Caretaking or Director of Facilities.
- 10.2 Emergency Calls Overtime: Shall be paid at the rate double (2) time 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.
- 10.3 Work Performed on General or Declared Holiday: If a General or Declared Holiday falls on an employees' 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 the employees' regular rate of pay for each hour worked.
- 10.4 Overtime Rates:
Pre-approved overtime may be taken as paid time off if mutually agreed to by the Employee and the Director of Human Resources. Overtime requested by the Employer shall be paid at time and one half; overtime requested by the Employee to arrange for requested time off shall be paid at time for time. Such time shall not exceed three (3) working days, shall be taken off at the applicable overtime rate and shall be scheduled at a mutually agreeable time.
- 10.4.a Caretaker - At the rate of time and one half of the regular caretaker hourly pay.
- 10.4.b Head Caretaker - At the rate of time and one-half of the Head Caretaker pay.

10.4.c The twenty (.20) cents per hour over 4,000 man hours is not built into the hourly rates and therefore not included in overtime payment unless the Head Caretaker is performing the overtime along with the regular staff.

10.5 Time for Time:

Notwithstanding Article 9, an employee may request permission to work a longer day for the purpose of accumulating an amount of time off equal to the amount of extra time worked. If this request is granted, the maximum time an employee may normally accumulate shall not exceed two (2) shifts. No replacement is provided for time for time.

ARTICLE 11 - APPOINTMENTS; TRANSFERS; TERMINATIONS; NOTIFICATION OF VACANCIES; SENIORITY

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

11.1.a Each new employee will be required to serve a one (1) year probationary period from date of appointment and the Employer reserves the right to terminate the services of any employee at any time during the probationary period. Should an Employee apply to another position during the Probationary Period and is successful, the Employee shall restart the Probationary Period.

11.1.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.

11.1.c Caretakers may be required to produce a 5th Class Power Engineering Certificate, or equivalent, as provided under the Boilers Act of the Province of Alberta, at the expiration of the probationary period.

11.2 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 working days prior to the proposed date of transfer. Where the transfer is disputed it may be subject to grievance.

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

11.4 Termination of Services: Each employee shall be expected to give the Employer notice for termination of service and the Employer shall also give the employee notice of termination of service (preferably two weeks).

11.5 Summary Dismissal: Any employee may be summarily dismissed by the Employer for any conduct that in the opinion of the Employer is detrimental to the welfare of the school or its occupants. If so dismissed, the employee shall have the right to grieve or appeal the decision under the provisions of the collective agreement.

11.6 Vacancies:

11.6.a When a new position or vacancy occurs, it shall be posted for a minimum of five (5) working days. All employees covered by this agreement shall be notified of postings via electronic mail and it shall be the duty and responsibility of the Head Caretakers and the Director of Facilities or designate to ensure that notices are properly posted. Awarding of position shall be communicated through electronic mail and posted by the Head Caretakers and the Director of Facilities or designate, with an electronic copy to the Secretary of the Union. No outside advertising for any vacancy shall be placed until the applications of employees have been fully processed.

11.6.b All interested employees must submit their application for the position advertised by the date specified in the notice using the District Job Posting System.

11.6.c If a position becomes vacant any employee shall have the right to apply for the position.

11.6.d 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.

11.7 Seniority

- 11.7.a The seniority of an employee shall be established from the date the employee last began continuous service with the School District.
- 11.7.b The Employer agrees to prepare and mail to the Secretary of the Union not later than January 31st of each year, or such time as may be mutually agreed upon, a list of names of all employees, showing their classification and seniority standing, the latter being open to protest by employees for thirty (30) days from the date of submission.
- The Employer, upon request from any member of Local 290, will provide details of the hourly rate of pay and allowances paid to any position within the Union.
- 11.7.c 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.
- 11.7.d In the event of reduction of staff, seniority shall govern with the employee who has the least seniority being laid off first.
- 11.7.e 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.
- 11.7.f An employee shall not lose seniority rights if he is absent from work because of sickness, accident, lay-off, or leaves of absence approved by the Employer.

An employee shall only lose his seniority in the event:

- (i) The Employee is discharged for just cause and is not reinstated.
- (ii) The Employee resigns in writing and does not withdraw within two days.
- (iii) 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.
- (iv) The Employee fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness, or other just cause. It shall be the responsibility of the employee to keep the employer informed of his current address. An employee recalled for casual work or employment of short duration at a time when he is employed elsewhere shall not lose his recall rights for refusal to return to work.

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

11.8 Process After One (1) year of Continuous Absence: In the event that an employee becomes eligible to receive payment of extended disability benefits, and following the expiration of one year of continuous absence, including the initial ninety-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:

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

Alternate Explanation of (#2)

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

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

11.9 Once an employee has been on extended disability for a period of 24 months and there is medical evidence to support that the employee will be unable to return to work, the Employer shall then have the right to terminate the employment relationship and cease all Employer contributed benefits.

ARTICLE 12 - DISPUTES AND GRIEVANCES

CUPE 290 has instituted a shop steward system and both Employer and Union agree that their system will be used wherever possible to resolve a dispute involving labour relations using the following procedures:

12.1 Dispute Procedures

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

Step 1 - In the first instance, an employee shall take up any such dispute or difference directly with their immediate supervisor, within eight (8) days of the event upon which the dispute is based. The immediate supervisor shall, if requested by the employee, arrange for the presence of a Union officer. The supervisor will give their decision in writing within five (5) days. A copy of the supervisors' decision shall be forwarded to the Caretaker Coordinator.

In the case where the Caretaker Co-ordinator is the direct supervisor, a copy of the decision shall be forwarded to the Associate Superintendent of Business Affairs.

Step 2 - If the dispute has not been resolved in Step 1, it shall be submitted within five (5) days in writing to either the Caretaker Co-ordinator or the Director of Facilities. The Union shall be given an opportunity to discuss the dispute with the Director or Coordinator or their representative within five (5) days of submission. The Director or Coordinator shall give their decision in writing within five (5) days of the discussion.

In the event that the dispute is between any employee and the Director or Coordinator, the dispute in Step 2 shall be submitted to the Associate Superintendent of Business Affairs and the above procedure followed.

Step 3 - If the difference is still not resolved, such difference or dispute may be submitted in writing, by the Union to the Associate Superintendent of Business Affairs. The Associate Superintendent of Business Affairs shall, as soon as possible, call a meeting of the Labour Management Committee prior to rendering a decision. This decision shall be given in writing within seven (7) days after the meeting at which it was discussed.

12.2 Grievance Procedures

Any difference between any employee covered by this agreement and the Employer, or between Canadian Union of Public Employees No. 290 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 arbitrable, shall be dealt with as herein provided, without stoppage of work or refusal to perform work.

Step 1 - Such difference (hereafter called Agrievance) shall first be submitted in writing to the Associate Superintendent of Business Affairs of the Employer and to the President of CUPE Local No. 290, 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 the incident giving rise to the grievance or from the date the griever 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.

Step 2 - 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 No. 290. A quorum of this committee shall consist of all members. The grievance committee shall meet and endeavour to resolve the grievance and shall render its decision in respect of the grievance within twenty-one (21) calendar days following receipt of the submission and shall dispose of each grievance before proceeding to another, except where by unanimous consent of the grievance committee, the hearing of such grievance is adjourned for the purpose of obtaining further information. If the grievance committee reaches a unanimous decision as to the disposition of any grievance, that decision shall be final and binding.

Step 3 - 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 chairman. In the event of any failure to appoint a chairman, 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 arbitrable 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 chairman governs and it shall be deemed to be the award of the Employer.

The arbitration Board shall give its decision not later than fourteen (14) calendar days after the appointment of the chairman, 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 chairman. In the event, at any stage of the aforesaid procedure (except in respect of appointing persons to the Board), the grieving party fails to take the necessary action within the time limit specified, the grievance shall be deemed to be at an end. Any of the aforesaid time limits may be extended at any stage upon the written consent of the parties.

ARTICLE 13 - GENERAL CLAUSES

- 13.1 Pay rates for all new positions created during the term of this agreement shall be determined through negotiation between the parties to this Collective Agreement.
- 13.2 An employee who has severed his employment between the termination of this Agreement and the effective date of the 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.
- 13.3 The Union and the Employer shall co-operate in continuing and perfecting regulations which will afford adequate protection to employees engaged in work for the Employers.
- 13.4 The Employer agrees to allow the posting of Union notices on bulletin Boards for Bargaining Unit employees. Such notice shall relate to appointments, meetings, elections, and conventions of the Union and Union social and recreational affairs.
- 13.5 Management reserves all rights not restricted by this Collective Agreement.
- 13.6 Discrimination
The Employer shall not discriminate against any employee on the basis of race, religious beliefs, gender, gender identity, color, mental disability, physical disability, marital status, age ancestry or place of origin of that person. The Employer shall not discriminate against any of its employees on account of political beliefs, sexual orientation, nor by reason of their membership or activity in the Union.
- 13.7 Bargaining Unit
The Employer recognizes the Canadian Union of Public Employees and its Local 290 as the sole and exclusive bargaining agent for all of its employees as outlined in the Labour Relations Certificate #471-92 and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters contained in the Collective Agreement affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

ARTICLE 14 – OCCUPATIONAL HEALTH AND SAFETY

- 14.1 The Parties to this Collective Agreement will cooperate in the matter of occupational health, safety and accident prevention.
- 14.2 Employees required to drive as a function of their duties, shall provide a driver's abstract at the request of the Employer. Cost will be borne by the Employer.
- 14.3 Maintenance personnel shall be entitled up to one-hundred and fifty dollars (\$150) every two (2) years for safety footwear upon proof of receipt of purchase.

ARTICLE 15 – NO HARASSMENT

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

ARTICLE 16 SUBROGATION

In the event that the Employer incurs a cost of absence (wages and benefits) up to 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 AGREEMENT

THIS 10TH DAY OF APRIL, 2017

THE CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL #290

LETHBRIDGE SCHOOL DISTRICT #51




Curtis Chatters, CUPE 290 President



Donna Hunt, Trustee



Nathan Pearson, CUPE 290 Chief Shop Stewart



Don Lussier, Associate Superintendent

Letter of Understanding No. 1

between

The Lethbridge School District No. 51



and

The Canadian Union of Public Employees Local 290



April 10, 2017

Both parties agree, that during the life of this agreement, to the following:

Should the Plant Operations and Maintenance grant rate increase for the year (2017/2018), the Employer will match the grant rate increase.

Signature for the Board



Donna Hunt, Trustee



Don Lussier, Associate Superintendent

Signature for the Union



Curtis Chatters, CUPE 290 President



Nathan Pearson, CUPE 290 Chief Shop Stewart

Letter of Understanding No. 2

between

The Lethbridge School District No. 51



and

The Canadian Union of Public Employees Local 290



April 10, 2017

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.

Signature for the Board


Donna Hunt, Trustee


Don Lussier, Associate Superintendent

Signature for the Union


Curtis Chatters, CUPE 290 President


Nathan Pearson, CUPE 290 Chief Shop Stewart

Letter of Understanding No. 3

between

The Lethbridge School District No. 51



and

The Canadian Union of Public Employees Local 290



April 10, 2017

As per the changes to Article 5;

All current CUPE 290 employees shall on the first day of the month following ratification of the 2016-2018 collective agreement have a sick leave bank of 75 work days as per article 5.

All new hires will accumulate sick leave effective the date of ratification of the 2016-2018 collective agreement in accordance with article 5.5.

If a circumstance arises that an employee who is currently on sick leave as of the date of ratification, the bank will be populated to ensure that enough days in the sick leave bank will accommodate leave up to 90 calendar days to provide for the application of Extended Disability with the Alberta School Employee Benefit Plan.

Signature for the Board

A handwritten signature in blue ink, appearing to read 'D. E. Hunt', is written over a horizontal line.

Donna Hunt, Trustee

A handwritten signature in blue ink, appearing to read 'Don Lussier', is written over a horizontal line.

Don Lussier, Associate Superintendent

Signature for the Union

A handwritten signature in blue ink, appearing to read 'C. Chatters', is written over a horizontal line.

Curtis Chatters, CUPE 290 President

A handwritten signature in blue ink, appearing to read 'Nathan Pearson', is written over a horizontal line.

Nathan Pearson, CUPE 290 Chief Shop Stewart

