

**COLLECTIVE AGREEMENT**

between

**LIVINGSTONE RANGE SCHOOL DIVISION NO. 68**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES**



**Expires August 31, 2012**

**13641 (02)**

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\* Denotes a change to the clause  
\*\* Denotes a new clause

COLLECTIVE AGREEMENT made this 11<sup>th</sup> day of June, 2010

between

**LIVINGSTONE RANGE SCHOOL DIVISION NO.68**  
(hereinafter referred to as the "Employer")

and

**CANADIAN UNION OF PUBLIC EMPLOYEES**  
 **Local 2133**  
(hereinafter referred to as the "Union")

## **ARTICLE 1: UNION RECOGNITION**

- 1.01 \* The Employer and its representatives recognize the Union as the sole collective bargaining agent for all those (Clerical, Teacher Assistant, Library Technician, Child and Youth Care Worker, Custodial & Bus Driver) Employees for whom the Union is certified as per Labour Relations Board Certificate Number(s) 348-2000, 349-2000, 350-2000 & 254-2000.

## **ARTICLE 2: UNION DUES**

- 2.01 As a condition of employment the Employer shall deduct regular Union dues from all Employees covered by this collective Agreement.
- 2.02 Dues shall be deducted on a monthly basis, and the amount deducted shall be remitted to the Canadian Union of Public Employees' National Office no later than the fifteenth (15<sup>th</sup>) day of the following month together with a list of those Employees from whom dues have been deducted as well as the positions and the amounts deducted.
- 2.03 Each January the Employer shall submit to the President of CUPE Local 2133 a list of current employees along with their addresses & telephone numbers. The Employer agrees to update the Union of any changes to this list as they become aware of them.
- 2.04 The Employer shall include on each Employee's T4 Income Tax slip the amount of Union dues paid by each Union member.

## **ARTICLE 3: MANAGEMENT RIGHTS**

- 3.01 Management reserves all rights not specifically restricted by this Agreement.

## **ARTICLE 4: INTERPRETATION & DEFINITIONS**

- 4.01 "Regular Full-time Employee" shall mean one who is regularly scheduled to work the full prescribed hours as specified in the hours of work article.
- 4.02 A "Regular Part-time Employee" is one who is hired for regularly scheduled shifts, whose hours of work are less than those specified for full-time Employees in the hours of work article.
- 4.03 "Temporary Employee" shall mean an Employee who is employed for a period of greater than four (4) months to replace an Employee on extended WCB, EDB, or approved leave of absence. A temporary employee may also be employed for periods of less than two (2) years to perform work on a project or assignment with a specified start and end date.
- 4.04 A "Casual Employee" is one who is hired to work occasionally on a call basis or one who is hired for a period of four (4) months or less for a specific job. A Casual Employee shall receive only the benefits required by law and the wages stated herein. Casual Employees shall be paid at Step 0 of the pay grid for the applicable classification approved by the Employer.
- 4.05 The "Feminine Gender" shall mean and include the masculine and similarly the singular shall include the plural and vice-versa, as applicable.

## **ARTICLE 5: PROBATIONARY PERIOD**

- 5.01 Each new Employee will be required to serve a probationary period of six (6) consecutive months worked from date of appointment. The Employer reserves the right to terminate the services of any Employee at any time during the probationary period.
- 5.02 Employees on probation are entitled to the applicable rights and benefits of this Agreement except for the grievance procedure in the case of dismissal.

## **ARTICLE 6: SENIORITY**

- 6.01 Seniority shall apply by classification for regular full-time and regular part-time Employees, and shall commence from the initial date of employment in the classification once the Employee has successfully completed the required probationary period.
- 6.02 Seniority is used for:
- (a) A consideration for the right or preference for holidays under Article 12.
  - (b) A consideration for promotion, layoff, and recall within a classification and transfer within the bargaining unit.
- 6.03 The Employer shall forward to the President of CUPE Local 2133 an updated seniority list by June 1<sup>st</sup> of each year, or prior to a layoff taking place.

- 6.04 An Employee shall lose seniority in the event:
- (a) The Employee is discharged for just cause and is not reinstated;
  - (b) The Employee resigns;
  - (c) The Employee fails to comply with his/her obligations under clause 8.09;
  - (d) The Employee is laid off for eighteen (18) months and does not return to work.
- 6.05 For the purpose of this Agreement, seniority shall only apply with respect to Employees employed within the boundaries of the applicable Labour Relations Board certificate. Such boundaries shall be as defined on September 1, 1999.
- 6.06 In the event that seniority is a determining factor and two or more employees have the same seniority date, the issue shall be resolved by deeming the employee who is, at the time, working the most hours with the Employer, as the senior employee.

## **ARTICLE 7: VACANCIES & TRANSFERS**

- 7.01 \* When the Employer determines a position vacancy exists or a new position is created, which falls within the terms of this Agreement, the Employer will, subject to Article 8, post the position on bulletin boards in all work locations for a minimum of five (5) working days prior to the closing date for applications. A copy of such postings shall be given to the President of CUPE Local 2133. Any Employee interested in the position must submit an application on the prescribed form. The Employer may advertise externally for the position and such applicants will be considered if there are no qualified internal applicants. The President of CUPE Local 2133 shall be notified of the name of the successful applicant.
- 7.02 Internal applicants on job postings will be considered based on the required qualifications and abilities for the position. Where the Employer determines internal applicants to be equally qualified and able, seniority shall be the deciding factor.
- 7.03 When an Employee is required by the Employer to perform the work of a higher classification, the Employee will receive the rate of the higher classified work for each hour worked after five (5) consecutive working days performing such work.
- 7.04 The Employer agrees to provide specifications related to education and / or experience for each position posted under this Article.
- 7.05 If an Employee is transferred to a position covered by this Agreement, the transferred Employee shall be considered to be on a trial period for three (3) months worked in their new position. Should the Employer determine the Employee to be unsatisfactory in their new position, or if the Employee chooses not to remain within their new position within one (1) month of appointment to the position, the Employee may revert or be reverted back to the position they were transferred from.
- 7.06 For the purpose of this Article, seniority shall apply in accordance with clause 6.05. Employees from other units will be considered but seniority will not apply.

## **ARTICLE 8: LAYOFF & REHIRING**

- 8.01 Both parties recognize that job security shall increase in proportion to length of service.
- 8.02 In the event of a layoff, the Employer will provide to the senior qualified Employee to be laid off the available position(s) in the same classification. The Employee will have forty-eight (48) hours from the time they are provided the list of available position(s) to inform the Employer in writing of the position selected. In the case of more than one employee being laid off, this process shall be repeated for each Employee to be laid off by order of seniority. If an Employee refuses a position from the available position(s), the Employee shall be laid off.
- 8.03 An Employee to be laid off shall have the right to bump the least senior Employee in the same classification. In order to bump, the Employee exercising this right must be qualified and capable of performing the work of the least senior Employee.
- 8.04 The Employer agrees to provide an Employee with opportunity to demonstrate his/her ability and/or provide proof of qualifications in instances of impending layoff.
- 8.05 The Employer shall notify any Employee who is to be laid off seven (7) days prior to such layoff or shall pay seven (7) days in lieu of such notice.
- 8.06 Bumping and recall shall only occur within the boundaries of the Labour Relations Board certificate covering the unit in which the Employee to be laid off is employed. Such boundaries shall be as defined on September 1, 1999.
- 8.07 Employees on layoff shall maintain their right to recall and full seniority for a period of eighteen (18) months from date of layoff. Employees shall be recalled to vacant positions in their classification in the order of their seniority provided that they are qualified and able to perform the work required.
- 8.08 Employees shall be recalled by classification in order of seniority provided they have the required qualifications and abilities to perform the work that is available. Recall shall be deemed to have been carried out ten (10) calendar days following the registration of a letter to the last known address of the employee.
- 8.09 \* On the first business day of each calendar month, Employees on lay-off shall contact the office of the Associate Superintendent, Business Services to confirm availability for work and to provide current contact information. Failure by an employee to comply with these requirements shall be deemed a resignation from employment with the Employer.

## **ARTICLE 9: HOURS OF WORK**

- 9.01 (a) Clerical, Teacher Assistant, Library Technician, Child and Youth Care Worker  
The normal full-time work day shall be seven (7) working hours within a seven and one-half (7-1/2) hour period.
- (b) Custodial The normal full-time work day shall be eight (8) hours per day, inclusive of a twenty (20) minute paid lunch break.

- 9.02 (a) Clerical, Teacher Assistant, Library Technician, Child and Youth Care Worker The normal full-time work week shall be five (5) consecutive days of seven (7) hours each, or thirty-five (35) working hours.
- (b) Custodial The normal full-time work week for Custodial shall be five (5) consecutive days of eight (8) hours each, Monday to Friday inclusive.
- 9.03 All Employees scheduled to work five (5) or more hours per day will be allowed two (2) fifteen (15) minute rest breaks in addition to their lunch break. These breaks will be scheduled between the Employee and his/her Supervisor (School Principal).
- 9.04 In the event that any Employee is required to report to work on their regular shift of four (4) hours or more and is sent home before they have completed their shift for that day, they shall be paid for at least four (4) hours at their regular rate of pay.
- 9.05 \* Bus Drivers Each Employee shall be deemed to be employed for at least three (3) hours in each scheduled working day.
- 9.06 The Employer agrees to set forth the working schedule for each Employee.

## **ARTICLE 10: OVERTIME**

- 10.01 Clerical, Teacher Assistant, Library Technician, Child and Youth Care Worker Time worked beyond seven (7) hours per day or thirty-five (35) hours per week (7.5 hours per day or 37.5 hours per week in the case of an Employee whose hours of work have been grandfathered), or on a statutory holiday shall be considered overtime.
- Custodial Employees and Bus Drivers: Time worked beyond eight (8) hours per day or forty (40) hours per week, or on a statutory holiday shall be considered overtime.
- 10.02 Overtime worked shall be paid at the rate of time and one-half (1.5 x) for overtime worked on a regular work day and double time (2 x) for overtime worked on statutory holidays and days of rest. When an Employee initiates a request to work overtime and provided the Principal approves the request in advance, time off, on a time for time basis, shall be taken in lieu of overtime pay. (eg. One (1) hour worked, then one (1) hour off with pay). When the Employer initiates overtime and the Employee requests time off in lieu, such time off, if approved by the Principal, shall be taken on a time for time basis (eg. One (1) hour overtime worked then one (1) hour off with pay).
- 10.03 Overtime shall be worked only when directed by the Principal.
- 10.04 There shall be no pyramiding of benefits under this article. Where two (2) or more premiums apply, the higher of such premiums shall be paid.
- 10.05 An Employee who is required to return to work (at the request of the School Principal or in the case of custodians, the Coordinator of Facilities Services) outside his/her regular hours of work shall be paid at the applicable overtime rate for all hours worked during the call back with a minimum payment of four (4) hours pay at the regular rate of pay.
- 10.06 Boiler & Building Checks If caretakers are requested by the Coordinator of Facilities Services to perform weekend, vacation and/or holiday checks of a school building and boilers, that caretaker will be paid an allowance of twenty dollars (\$20.00) per day for each day such service is requested from November 1<sup>st</sup> to the following March 31<sup>st</sup>.

## **ARTICLE 11: HOLIDAYS**

11.01 \* All Employees covered by this Agreement will be paid their normal basic pay for the named Holidays listed below:

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

And all other holidays proclaimed by the Employer, Federal or Provincial Government.

NOTE: Canada Day and August Civic Holiday are applicable only to those Employees who work during July or August, if they have worked during the week prior and during the week after said holiday.

11.02 Where a named Holiday falls during an Employees' designated vacation period, an extra day with pay will be granted, to be taken in conjunction with their vacation period.

11.03 If one of these holidays should fall on a regularly scheduled day off, the Employees covered by this Agreement shall be granted time off with pay on a day mutually agreed to by the Employer and the Union, or a day's pay if the time off with pay cannot be accommodated.

## **ARTICLE 12: HOLIDAY PAY**

12.01 (a) Holiday pay for ten (10) month Employees shall be paid at Christmas and Easter as follows:

- six percent (6%) of gross earnings after one (1) continuous years of employment;
- eight percent (8%) of gross earnings after six (6) continuous years of employment;
- ten percent (10%) of gross earnings after fourteen (14) continuous years of employment;
- twelve percent (12%) of gross earnings after twenty (20) continuous years of employment;

12.02 (a) Holidays shall be as follows for Custodial:

- Three (3) weeks after one (1) continuous year of employment;
- Four (4) weeks after six (6) continuous years of employment;
- Five (5) weeks after fourteen (14) continuous years of employment;
- Six (6) weeks after twenty (20) continuous years of employment;



- \* (b) Holidays for Custodians and Housekeepers shall be taken during July and August of the school year in which they were earned. Any variation from this arrangement must be approved jointly, in advance, by the Head Custodian and the Associate Superintendent, Business Services of the Employer, subject to prior notice.
- (c) Employees who, in their first year of employment, completes less than twelve (12) months of employment shall be entitled to, operational requirements permitting, one and one-quarter (1 ¼) days vacation leave during the month of August for each completed month of employment.

### **ARTICLE 13: SICK LEAVE**

- 13.01 Annual sick leave, with pay, will be granted to an Employee for the purpose of obtaining necessary medical or dental treatment, or because of accident, quarantine, sickness or disability to the extent of his/her accumulated sick leave.
- 13.02 \* After ninety (90) calendar days of continuous absence, no further salary or benefits shall be paid by the Employer and the provisions of ASEBP Extended Disability shall take effect.
- 13.03 Each Employee covered by this collective Agreement shall be entitled to earn sick leave from the date of commencement of employment at the rate of two (2) working days per month worked cumulative to a maximum of one hundred (100) working days. A ten (10) month Employee shall earn sick leave during July provided that she works ten (10) days or more in July. A ten month Employee shall earn sick leave during August provided that she works ten (10) days or more in August.
- 13.04 No sick leave will be paid for an illness that starts during an Employee's annual vacation until the vacation period has expired.
- 13.05 Payment for illness that starts prior to a scheduled vacation period will be paid for in the manner prescribed and the vacation period will be deferred and rescheduled.
- 13.06 The Employer may require a certificate substantiating the illness from the Employee's attending Medical Doctor, or a statement signed by the Employee substantiating the illness, or both.
- 13.07 Sick leave does not continue to accumulate during any period of absence of thirty (30) continuous calendar days or more.
- 13.08 \* Sick leave without pay or Employer contributions towards Employee benefits (when the sick leave is in excess of thirty (30) days) shall be allowed for Employees who do not qualify for sick leave or who have used the allowed sick leave with pay.
- 13.09 \* When an Employee leaves the employ of the Employer, all sick leave shall be cancelled.
- 13.10 Immediately after August 31<sup>st</sup> of each year, the Employer shall advise each Employee, in writing, of the amount of sick leave days accrued to him/her.

## **ARTICLE 14: COMPASSIONATE LEAVE WITH PAY**

14.01 For not more than five (5) days per school year, if necessary, because of the critical illness or death of any of the following legal relatives of the Employee or his/her spouse (including common law spouse):

Spouse (including common law spouse)	Child	Parent
Grandparent	Grandchild	Sister
Brother	Aunt	Uncle
Niece	Nephew	Sister-in-law
Brother-in-law	Daughter-in-law	Son-in-law

or other relative who is a member of the Employee's household.

14.02 \* Where critical illness is not followed by death within thirty (30) days, the Employer may require a medical certificate stating that critical illness was the reason for absence. Such medical certificate may be requested by the Employer within thirty (30) days of their being notified.

## **ARTICLE 15: LEAVE OF ABSENCE**

15.01 (a) A leave of absence is a written authorization for an Employee to be absent from work, with or without pay and with or without the Employer contributions to Employee benefits for a definite period of time, which has been approved in advance by the Employer.

(b) All requests for leave shall be made in writing and shall be made at least seven (7) days prior to the beginning of the leave, except in situations of an unforeseen or emergency nature.

15.02 \* Union Leave

(a) Where a requested leave of absence for Union business is approved, the Employer agrees to continue payment of wages and benefits to the Employee(s) during such leave. The Union agrees to reimburse the Employer in full for such wages and benefits within fifteen (15) days of receiving a statement of costs from the Employer.

(b) Negotiations: The Union agrees that clause 15.02 (a) shall apply with regard to any leave of absence approved by the Employer associated with collective bargaining between the parties.

15.03 Jury Duty & Court Service

(a) If Employees are called to the courts as a member of a jury, or as a witness, the Employer will pay the difference between the pay received for such court service and the pay the Employee would have normally received if he/she had been working, based on his/her basic pay rate and not to include any premium or fringes.

- (b) Employees shall, whenever possible, perform their work between periods of jury duty or while awaiting jury call.
- (c) In seeking reimbursement from the Employer for the difference between court or jury pay and full wages, Employees shall submit a statement of fees received to the Employer.

15.04 Leave of Absence With Pay

- (a) For the purpose of writing university or job related examinations, one (1) day.
- (b) While attending their own job-related convocation exercises, one (1) day.
- (c) While obtaining Canadian citizenship papers at a scheduled session of the court, one-half (1/2) day.
- (d) Personal leave, with pay, may be granted to Employees for up to three (3) days each school year. Such requests shall be submitted in writing, to the Employer and shall be submitted seven (7) days in advance where practical.

15.05 \* Education Leave The Employer agrees to grant leave of absence, without loss of pay and benefits, for Employees on Employer approved courses.

15.06 \* Maternity & Parental Leave

- (a) The Employer will administer maternity and parental leaves in compliance with the provisions of the Employment Standards Code of Alberta, and any regulations made thereto with the exception that Employees shall be eligible for maternity/paternity leave after ten (10) continuous months of employment.
- (b) During the voluntary period of maternity leave an Employee shall be ineligible for sick leave accumulation or allowance, promotion, vacation entitlement or increment entitlement. During the involuntary (health-related) period, the Employee shall continue to accumulate sick leave and vacation time.
- (c) An Employee on maternity leave shall be eligible to receive Supplementary Employment Benefits which, when combined with Employment Insurance Benefits, are equivalent to ninety-five percent (95%) of salary. The payment of such benefits shall commence on the date of birth and will continue during the involuntary (health-related) portion of maternity leave during which the Employee would otherwise be eligible to receive sick leave benefits.
- (d) Eligibility for Supplementary Employment Benefits for disability shall require satisfactory medical evidence of disability.
- (e) Supplementary Employment Benefits shall be paid only during the period in which the Employee is in receipt of Employment Insurance Benefits, or in the two (2) week waiting period prior to receipt of such benefits.
- (f) Employees shall be able to apply for additional leave under the provisions of Article 15.01: Leaves of Absence Without Pay.

15.07 \* Adoption leave of Absence

- (a) Upon request, an Employee who has successfully completed ten (10) continuous months of employment shall be entitled to adoption leave without pay and without the Employer's contribution towards benefits for a period of up to eighteen (18) weeks.
  - (i) Employees shall be able to apply for additional leave under the provisions of clause 15.01.
- (b) An Employee shall advise the Employer, in writing, of his/her acceptance by the appropriate agency as an adoptive parent within thirty (30) days of such notification of acceptance. Such notice shall include any documentation from said agency confirming the applicant's acceptance.
- (c) Commencement of leave shall occur the day on which the adopted child comes into full care of the Employee.
- (d) An Employee may return to duties prior to the expiration of leave granted under subclause 15.07 (a), providing a suitable position is available.
- (e) Upon expiration of the leave granted in subclause 15.07 (a), an Employee shall be reinstated in the position occupied at the time adoption leave commenced or be provided with alternative work of a comparable nature, at not less than the classification and other benefits that were applicable at the time adoption leave commenced.
- (f) All adoption leaves shall be without sick leave accumulation or allowance, promotion, vacation entitlement, or increment entitlement.

**ARTICLE 16: PAY PERIOD**

16.01 \* All regular Employees shall be paid monthly on or before the 28<sup>th</sup> day of each month. By Employee choice, a mid-month advance on wages of up to:

- (a) \$250.00 for Clerical, Teacher Assistant, Library Technician, & Child and Youth Care Worker
- (b) \$450.00 for Custodial and Bus Drivers

pro-rated for part-time Employees, shall be paid on or before the 15<sup>th</sup> day of each month. An Employee who chooses to be paid a mid-month advance must notify the Employer prior to September 1<sup>st</sup> of each year or at the initial date of hiring. Once notification is received the choice shall remain in effect for the duration of employment.

16.02 All temporary Employees are paid by the 10<sup>th</sup> of the month following the date of work performed.

## ARTICLE 17: GRIEVANCE PROCEDURES

17.01 A grievance is defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.

17.02 The time limits specified in the Grievance Procedure shall not include Saturdays, Sundays and named holidays. Time is of the essence, although the time limits may be extended by the consent of both parties in writing.

17.03 \* An earnest effort shall be made to settle grievances fairly and promptly in the manner described as follows:

STEP 1 - The Employee will first seek to settle the dispute with the Employee's immediate supervisor on an informal basis within twenty-five (25) days following the date of the occurrence giving rise to the grievance. The supervisor shall have five (5) days to respond to the grievance in writing.

STEP 2 - Failing satisfactory settlement, and within five (5) days after the response in Step 1 from the supervisor, the grievance may be submitted to the Superintendent or delegate in writing. The decision of the Superintendent or delegate shall be rendered in writing within ten (10) days from the receipt of the submission at this step.

STEP 3 - Failing settlement at Step 2, and within five (5) days after receipt of the written response from the Superintendent or delegate in Step 2, the grievance may be submitted to the Board of Trustees of the Employer in writing. The decision of the Board of Trustees of the Employer shall be rendered in writing within ten (10) days following receipt of the submission at this step.

STEP 4 - If the grievance is not settled in Step 3 above, either party may proceed within ten (10) days, to submit the grievance to a Board of Arbitration to be established as follows:

- (a) The Employer and the Union shall each appoint one (1) member to represent the respective parties at the Arbitration Board hearing. The representatives so appointed shall appoint a chairperson, but failing to agree on a selection, shall request the Minister of Labor for the Province of Alberta to select a chairperson.
- (b) The Arbitration Board's decision shall be final and binding on both parties.
- (c) Each party to the difference shall bear the expenses of its respective nominee to the Arbitration Board. The expense, if any, of the chairperson of the Arbitration Board shall be borne by the parties to the dispute in equal shares.

The parties may mutually agree to a single arbitrator to hear the grievance. The single arbitrator must be acceptable to both parties.

**ARTICLE 18: \* WAGES**

<b>Effective September 1, 2009</b>		<b>(3.00%)</b>					
	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
School Administrative Asst. I	\$13.86	\$15.41	\$16.02	\$16.62	\$17.23	\$17.84	\$18.45
School Administrative Asst. II	\$14.84	\$16.49	\$17.13	\$17.77	\$18.41	\$19.04	\$19.68
School Administrative Asst. III	\$15.72	\$17.46	\$18.15	\$18.84	\$19.53	\$20.22	\$20.91
Teacher Assistant I	\$13.12	\$14.58	\$15.14	\$15.70	\$16.25	\$16.81	\$17.37
Teacher Assistant II	\$13.86	\$15.41	\$16.02	\$16.62	\$17.23	\$17.84	\$18.45
Teacher Assistant III	\$14.84	\$16.49	\$17.13	\$17.77	\$18.41	\$19.04	\$19.68
Child & Youth Care Worker	\$16.93	\$18.82	\$19.55	\$20.28	\$21.01	\$21.74	\$22.47
Library Technician I	\$13.60	\$15.11	\$15.72	\$16.33	\$16.93	\$17.54	\$18.15
Library Technician II	\$14.15	\$15.73	\$16.34	\$16.94	\$17.55	\$18.16	\$18.77
Library Technician III	\$14.56	\$16.18	\$16.82	\$17.46	\$18.10	\$18.74	\$19.37
Housekeeper	\$12.94	\$14.37	\$14.91	\$15.46	\$16.01	\$16.55	\$17.10
Custodian	\$13.99	\$15.54	\$16.16	\$16.78	\$17.40	\$18.01	\$18.63
Head Custodian	\$15.04	\$16.71	\$17.37	\$18.03	\$18.68	\$19.34	\$20.00
Bus Driver	\$13.96	\$15.51	\$16.13	\$16.75	\$17.37	\$17.98	\$18.60

<b>Effective September 1, 2010</b>		<b>(0.00%)</b>					
	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
School Administrative Asst. I	\$13.86	\$15.41	\$16.02	\$16.62	\$17.23	\$17.84	\$18.45
School Administrative Asst. II	\$14.84	\$16.49	\$17.13	\$17.77	\$18.41	\$19.04	\$19.68
School Administrative Asst. III	\$15.72	\$17.46	\$18.15	\$18.84	\$19.53	\$20.22	\$20.91
Teacher Assistant I	\$13.12	\$14.58	\$15.14	\$15.70	\$16.25	\$16.81	\$17.37
Teacher Assistant II	\$13.86	\$15.41	\$16.02	\$16.62	\$17.23	\$17.84	\$18.45
Teacher Assistant III	\$14.84	\$16.49	\$17.13	\$17.77	\$18.41	\$19.04	\$19.68
Child & Youth Care Worker	\$16.93	\$18.82	\$19.55	\$20.28	\$21.01	\$21.74	\$22.47
Library Technician I	\$13.60	\$15.11	\$15.72	\$16.33	\$16.93	\$17.54	\$18.15
Library Technician II	\$14.15	\$15.73	\$16.34	\$16.94	\$17.55	\$18.16	\$18.77
Library Technician III	\$14.56	\$16.18	\$16.82	\$17.46	\$18.10	\$18.74	\$19.37
Housekeeper	\$12.94	\$14.37	\$14.91	\$15.46	\$16.01	\$16.55	\$17.10
Custodian	\$13.99	\$15.54	\$16.16	\$16.78	\$17.40	\$18.01	\$18.63
Head Custodian	\$15.04	\$16.71	\$17.37	\$18.03	\$18.68	\$19.34	\$20.00
Bus Driver	\$13.96	\$15.51	\$16.13	\$16.75	\$17.37	\$17.98	\$18.60

- \*\* **2011/2012** The parties agree that only the hourly wage rates under Article 18 Wages may be opened for negotiation by either party not less than sixty (60) calendar days nor more than one hundred and fifty (150) calendar days prior to August 31, 2011. Should the parties fail to reach agreement on any salary adjustment (increase or zero), the matter may be referred to an Arbitration Board under the provisions of Article 17, Grievance Procedure. Any salary adjustment (increase or zero) established by or for the parties prior to September 1, 2011 will commence no sooner than September 1, 2011 and if established by or for the parties after September 1, 2011, no sooner than the first of the month following ratification by both parties, unless otherwise mutually agreed to by the parties, or first of the month following the date the arbitration board issues its decision, unless specified otherwise by the arbitration board.

## **ARTICLE 19: GENERAL PROVISIONS**

- 19.01 The Employer agrees to supply each Employee with reasonable accommodation for personal effects related to employment.
- 19.02 The Employer agrees to pay the full cost of any training that the Employer requires an Employee to take to better qualify the Employee to do his/her job.
- 19.03 Any Employee who is injured on the job while working for the School Division, who is entitled to receive Worker's Compensation, shall be guaranteed one hundred percent (100%) of their regular wages for a maximum period of one (1) year, providing they sign their Worker's Compensation cheques over to the School Division.
- 19.04 The Union shall have the right to post notices of meetings and such other notices that may be of interest to the Employees, in a designated place(s) in each school.
- 19.05 When an Employee leaves the Employer's service or is dismissed for just cause and is later re-engaged, his/her seniority and other benefits shall date only from the time of his/her re-engagement.
- 19.06 An Employee claiming entitlement to reclassification of position shall submit to the Employer evidence of having the necessary certification or experience to qualify for such reclassification. Any adjustment to the salary of the Employee shall be only made in September or February of a given year and shall not be retroactive.
- 19.07 Head custodians who are required by the Employer to maintain a Building Operator B certificate shall have the annual fees associated with maintaining their Building Operator B certificate paid by the Employer.

## **ARTICLE 20: TERM OF AGREEMENT**

- 20.01 \* This Agreement shall have effect from the first of the month following date of signing to August 31, 2012, and shall remain in full force and effect from year to year thereafter unless either party to this Agreement is given notice in writing by the other party of its desire to commence negotiations no less than sixty (60) days nor more than one hundred fifty (150) days prior to the expiry date in any subsequent year.

- 20.02 \* The parties to this Agreement mutually agree to comply with and be governed by the conditions as set out in this Agreement, for the purpose of maintaining harmonious relations between the Employer and Employees.
- 20.03 Retroactivity - Salary is effective on the date specified in Article 18.

## **ARTICLE 21: LOCAL AUTHORITIES PENSION PLAN**

- 21.01 The Local Authorities Pension Plan (LAPP) shall be implemented by the Employer for all eligible Employees in accordance with the policy established by the Employer.
- 21.02 \* Employees who were eligible and enrolled under the Local Authorities Pension Plan, but had their hours reduced by the Employer to a level which would otherwise make them ineligible under the Employer's Policy shall have their LAPP eligibility grandfathered as long as their hours do not drop below twenty-five (25) hours per week. Employees who, of their own choice, reduce their hours to a level which makes them ineligible for LAPP under this Policy shall adhere to the regulations of this Policy and shall be ineligible for continued enrollment in LAPP.

## **ARTICLE 22: UNION/MANAGEMENT RELATIONS**

- 22.01 The parties agree to establish a joint consultation committee made up of three (3) representatives appointed by the Union and three (3) representatives appointed by the Employer.
- 22.02 The Committee shall establish its own rules of procedure and shall deal with matters of mutual concern, including maintenance of job classifications and health and safety issues of Employees. The Committee shall not amend or interpret the Collective Agreement.
- 22.03 The Committee shall meet as required.

## **ARTICLE 23: DISCRIMINATION**

- 23.01 The Employer and the Union agree that there shall be no discrimination or coercion exercised or practiced with respect to any Employee by reason of race, creed, colour, national origin, sex, political or marital status, age, religious beliefs, or by reason of their membership or non-membership in a labour Union.







## **ARTICLE 24: BENEFITS**

- 24.01 \* Effective June 1, 2010, the Employer agrees to pay ninety-three (93%) percent of the premiums for participating regular Employees for the benefit plans listed below. Participation shall be in accordance with the requirements of the plan providers.
- (a) ASEBP Extended Disability Benefit Plan D; Life Insurance and Accidental Dismemberment, Schedule 2.
  - (b) ASEBP Extended Health Care Plan 1.
  - (c) Alberta Health Care
  - (d) ASEBP Dental Plan 3
  - (e) ASEBP Vision Care Plan 3
- 24.02 The Employer's contribution to benefit premiums for regular part-time Employees shall be prorated in the same proportion that the Employee's hours of work bear to full-time hours of work.
- 24.03 Benefits for a regular full-time or regular part-time Employee shall commence from the initial date of employment.
- 24.04 In recognition of the benefits provided by the Employer under this Agreement, the Employer shall retain and not pass on to Employees any rebates or reductions of premiums otherwise required under Employment Insurance Commission regulations.

## **ARTICLE 25: WARNINGS, SUSPENSIONS OR DISMISSALS**

- 25.01 Where an Employee is given a warning the Employer shall give the Employee written particulars of such warning.
- 25.02 Except where immediate discipline is required, an Employee who is to be suspended or dismissed shall be advised that he/she has the right to Union representation. Such suspension or dismissal shall be provided to the Employee in writing.

THE UNDERSIGNED HEREBY CERTIFY that the foregoing  
Collective Agreement sets forth properly the terms and conditions  
agreed upon in Negotiations.

ON BEHALF OF THE EMPLOYER	ON BEHALF OF THE UNION
	
	
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Signing Date: June 11, 2010	Signing Date: June 11, 2010

BC  
DO

**LETTER OF UNDERSTANDING**

between

**LIVINGSTONE RANGE SCHOOL DIVISION NO. 68**  
(hereinafter referred to as the Employer)  
and

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2133**  
(hereinafter referred to as the Union)

**Modified Hours of Work Schedules**

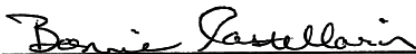
The Employer and Union agree, effective September 1, 2009, that, notwithstanding the Collective Agreement provisions of Article 9, Hours of Work and Article 10, Overtime, the Employer, may institute modified hours of work schedules for schools that have longer hours on Monday to Thursday and early dismissal on Friday. These modified hours of work schedules are not intended to affect the total number of hours worked in a week nor intended to avoid the payment of overtime.

— Dated at Claresholm, Alberta this 24<sup>th</sup> day of September, 2009.

On behalf of Livingstone Range School Division No. 68

  
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On behalf of Canadian Union of Public Employees, Local 2133

  
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