

COLLECTIVE AGREEMENT

between



Livingstone Range
SCHOOL DIVISION

LIVINGSTONE RANGE SCHOOL DIVISION

and

CUPE / *Canadian Union
of Public Employees*

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2133**

September 1, 2022 to August 31, 2024



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COLLECTIVE AGREEMENT made this 3rd day of June, 2024

between

LIVINGSTONE RANGE SCHOOL DIVISION
(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 (Administrative Assistant, Educational Assistant, Learning Commons Facilitator, 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 (All bus drivers and custodial employees in the Municipality of Crowsnest Pass), 349-2000 (All employees in the Municipality of Crowsnest Pass except teachers and those covered by Certificate No 348-2000), 350-2000 (All office employees and aides in the Town of Pincher Creek and Municipal District of Pincher Creek) & 254-2000 (All custodial employees in the Town of Fort Macleod).

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 (15th) 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 October 1st and May 1st, the Employer shall submit to the President of CUPE Local 2133 a list of current Employees in the bargaining unit. The list will include each person's name, job classification, home mailing address, telephone number and personal email address. The list will also indicate the Employee's work site and employment status (such as full-time, part-time, temporary, casual), and if the employee is on a leave of absence. 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 T-4 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 ninety (90) days to replace an Employee on extended WCB, EDB, or approved leave of absence as per Article 15.

A Temporary Employee could also be an arrangement between two fixed dates and automatically concludes at the end of the term: with possibility of renewal dependent on funding or the needs of the Division. The Division will notify the President of Local 2133 upon renewal of these positions.

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 one (1) month 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 1 of the pay grid for the applicable classification approved by the Employer.

ARTICLE 5: PROBATIONARY PERIOD

5.01 Each new Employee will be required to serve a probationary period of five (5) 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 For the purpose of this agreement, seniority shall apply per:

- (a) The boundaries which are established by the Labour Relations Board Certificates and
- (b) Classification for regular full-time and regular part-time Employees.

- 6.02 Seniority shall commence from the initial date of employment in the classification once the Employee has successfully completed the required probationary period.
- 6.03 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.
- 6.04 The Employer shall forward to the President of CUPE Local 2133 an updated seniority list by October 1st and May 1st of each year, or prior to a layoff taking place. The list shall include all Employees that form the bargaining unit.
- 6.05 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 their obligations under clause 8.09;
 - (d) The Employee is laid off for eighteen (18) months and does not return to work.
- 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 6.01. 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 their 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. In the event the Employee declines the offer of a position four (4) times within an 18-month period as per the recall provision of Article 8.07 they shall be deemed to have resigned from employment with the Employer.
- 8.09 On the first business day of each calendar month, Employees on layoff shall contact the office of the Associate Superintendent (Business Affairs) 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) Administrative Assistant, Educational Assistant, Learning Commons Facilitator, 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) Administrative Assistant, Educational Assistant, Learning Commons Facilitator, 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 unpaid lunch break. These breaks will be scheduled between the Employee and their 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 (a) Administrative Assistant, Educational Assistant, Learning Commons Facilitator, 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.
- (b) 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.
- 10.03 Overtime shall be worked only when directed by the Principal or designate.
- 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 their 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 forty-five dollars (\$45.00) per day for each day such service is requested from November 1st to the following March 31st.

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
Good Friday
Easter Monday
Victoria Day
Canada Day
Family Day
Thanksgiving Day

Remembrance Day
Christmas Day
Boxing Day
Labour Day
August Civic Holiday
National Day for Truth and Reconciliation

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: VACATION PAY

- 12.01 (a) Vacation pay for ten (10) month Employees shall be paid at Christmas, February Break and Easter as follows:

Six percent (6%) of gross earnings after one (1) continuous year 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) Vacation 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) Vacation 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, in advance, by the Associate Superintendent, Business Services or designate 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 (1¼) 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 their 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 the Employee works ten (10) days or more in July. A ten month Employee shall earn sick leave during August provided that the Employee 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. Any cost for a certificate requested by the Employer shall be reimbursed by the Employer upon submission of a receipt, to a maximum of fifty-five dollars (\$55.00). The maximum reimbursement may be waived at the discretion of the Associate Superintendent, Human and Learning Services.
- 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 The Employer shall notify all Employees of their accumulated sick leave accrual annually.

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 their spouse (including common law spouse):

Spouse (including common law spouse)	Child	Step Child
Parent	Step Parent	Grandparent
Sister	Brother	Aunt
Niece	Nephew	Sister-in-law
Daughter-in-law	Son-in-law	Brother-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 them 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 and 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 they had been working, based on their 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.
- (b) During the voluntary period of maternity leave an Employee shall be ineligible for sick leave accumulation or allowance, 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 with at least ten (10) months of continuous service 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) The Employer will administer adoption leave in compliance with the provisions of the Employment Standards Code of Alberta. Such leave will be without pay and without the Employer's contribution towards benefits.
- (b) An Employee shall advise the Employer, in writing, of their 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, vacation entitlement, or increment entitlement.

ARTICLE 16: PAY PERIOD

16.01 All regular Employees shall be paid monthly on or before the 28th day of each month.

By Employee choice, a mid-month advance on wages of up to:

- (a) \$250.00 for Administrative Assistant, Educational Assistant, Learning Commons Facilitator and Child and Youth Care Workers
- (b) \$450.00 for Custodial and Bus Drivers

pro-rated for part-time Employees shall be paid on or before the 15th day of each month. An Employee who chooses to be paid a mid-month advance must notify the Employer prior to September 1st 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 10th 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 ten (10) days to respond to the grievance in writing.

STEP 2 - Failing settlement at Step 1, and within ten (10) days of the informal meeting, after the response in Step 1 from the Supervisor, a meeting shall be held with the Employee, the Employee's immediate Supervisor, Union Representation and the Superintendent's Designate. The decision shall be rendered in writing within ten (10) days.

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

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

Effective September 1, 2022:

	0	1	2	3	4	5	6
Casual School Admin Asst. 1	\$16.96						
School Administrative Assistant I		\$17.86	\$18.54	\$19.23	\$19.92	\$20.60	\$21.29
School Administrative Assistant II		\$19.09	\$19.80	\$20.54	\$21.27	\$21.98	\$22.71
School Administrative Assistant III		\$20.37	\$21.13	\$21.87	\$22.62	\$23.37	\$24.12
Educational Assistant Casual	\$16.37						
Educational Assistant Non-Certified		\$17.92	\$18.50	\$19.10	\$19.68	\$20.29	\$20.87
Educational Assistant Certified		\$19.29	\$19.88	\$20.49	\$21.09	\$21.67	\$22.27
Child & Youth Care Worker Casual	\$21.01						
Child and Youth Care Worker		\$22.13	\$22.77	\$23.44	\$24.09	\$24.76	\$25.43
Learning Commons Facilitator Casual	\$18.18						
Learning Commons Facilitator Non-Certified		\$19.71	\$20.14	\$20.58	\$21.02	\$21.43	\$21.86
Learning Commons Facilitator Certified		\$20.27	\$20.85	\$21.44	\$22.05	\$22.63	\$23.21
Housekeeper Casual	\$15.61						
Housekeeper		\$16.25	\$16.86	\$17.48	\$18.10	\$18.71	\$19.33
Custodian Casual	\$16.70						
Custodian		\$17.56	\$18.27	\$18.98	\$19.67	\$20.36	\$21.07
Head Custodian Casual	\$17.95						
Head Custodian		\$18.90	\$19.64	\$20.38	\$21.13	\$21.86	\$22.62
Bus Driver Casual	\$16.66						
Bus Driver		\$17.53	\$18.24	\$18.95	\$19.64	\$20.33	\$21.04

ARTICLE 18: WAGES (Continued)

Effective September 1, 2023: 4.8% market correction increase

	0	1	2	3	4	5	6
Casual School Admin Asst. 1	\$17.77						
School Administrative Assistant I		\$18.72	\$19.43	\$20.15	\$20.88	\$21.59	\$22.31
School Administrative Assistant II		\$20.01	\$20.75	\$21.53	\$22.29	\$23.04	\$23.80
School Administrative Assistant III		\$21.35	\$22.14	\$22.92	\$23.71	\$24.49	\$25.28
Educational Assistant Casual	\$17.16						
Educational Assistant Non-Certified		\$18.78	\$19.39	\$20.02	\$20.62	\$21.26	\$21.87
Educational Assistant Certified		\$20.22	\$20.83	\$21.47	\$22.10	\$22.71	\$23.34
Child and Youth Care Worker Casual	\$22.02						
Child and Youth Care Worker		\$23.19	\$23.86	\$24.57	\$25.25	\$25.95	\$26.65
Learning Commons Facilitator Casual	\$19.05						
Learning Commons Facilitator Non-Certified		\$20.66	\$21.11	\$21.57	\$22.03	\$22.46	\$22.91
Learning Commons Facilitator Certified		\$21.24	\$21.85	\$22.47	\$23.11	\$23.72	\$24.32
Housekeeper Casual	\$16.36						
Housekeeper		\$17.03	\$17.67	\$18.32	\$18.97	\$19.61	\$20.26
Custodian Casual	\$17.50						
Custodian		\$18.40	\$19.15	\$19.89	\$20.61	\$21.34	\$22.08
Head Custodian Casual	\$18.81						
Head Custodian		\$19.81	\$20.58	\$21.36	\$22.14	\$22.91	\$23.71
Bus Driver Casual	\$17.46						
Bus Driver		\$18.37	\$19.12	\$19.86	\$20.58	\$21.31	\$22.05

ARTICLE 18: WAGES (Continued)

Effective April 1, 2024: references to casual employees and “Step 0” from all grids removed.

	1	2	3	4	5	6
School Administrative Assistant I	\$18.72	\$19.43	\$20.15	\$20.88	\$21.59	\$22.31
School Administrative Assistant II	\$20.01	\$20.75	\$21.53	\$22.29	\$23.04	\$23.80
School Administrative Assistant III	\$21.35	\$22.14	\$22.92	\$23.71	\$24.49	\$25.28
Educational Assistant Non-Certified	\$18.78	\$19.39	\$20.02	\$20.62	\$21.26	\$21.87
Educational Assistant Certified	\$20.22	\$20.83	\$21.47	\$22.10	\$22.71	\$23.34
Child and Youth Care Worker	\$23.19	\$23.86	\$24.57	\$25.25	\$25.95	\$26.65
Learning Commons Facilitator Non-Certified	\$20.66	\$21.11	\$21.57	\$22.03	\$22.46	\$22.91
Learning Commons Facilitator Certified	\$21.24	\$21.85	\$22.47	\$23.11	\$23.72	\$24.32
Housekeeper	\$17.03	\$17.67	\$18.32	\$18.97	\$19.61	\$20.26
Custodian	\$18.40	\$19.15	\$19.89	\$20.61	\$21.34	\$22.08
Head Custodian	\$19.81	\$20.58	\$21.36	\$22.14	\$22.91	\$23.71
Bus Driver	\$18.37	\$19.12	\$19.86	\$20.58	\$21.31	\$22.05

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 their 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 the School Division receives any eligible WCB payments related to the injury/illness.
- 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, their seniority and other benefits shall date only from the time of their 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.
- 19.08 Bus drivers will be reimbursed for the cost of physical examinations required in order to maintain their driving license. Such payments will be provided upon proof of receipt provided by the driver.
- 19.09 Effective September 1, 2023, bus drivers who are required to plug in their bus at home will receive an allowance of two hundred and ninety dollars (\$290.00) per year, payable on or before April 30th of each year. Drivers commencing employment during the school year will receive an allowance prorated to reflect the number of months worked from the following months: October, November, December, January, February, March and April.

ARTICLE 20: TERM OF AGREEMENT

- 20.01 This Agreement shall have effect from September 1, 2022 to August 31, 2024, 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.

See LRSD Board Policies and LRSD Administrative Procedures located on the LRSD website.

ARTICLE 24: BENEFITS

24.01 The Employer agrees to pay ninety-three percent (93%) 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 regular full-time or regular part-time Employees 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 they have the right to Union representation. Such suspension or dismissal shall be provided to the Employee in writing.


25.03 Any warning or suspension shall be removed from the file of the member after twenty-four (24) months of service after the notice is given, provided that no additional warnings or disciplinary actions have occurred during that period.

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

Livingstone Range School Division


**Canadian Union of Public Employees,
Local 2133**



Brad Toone (May 31, 2024 18:15 MDT)


Alison Sandilands (Jun 3, 2024 17:07 MDT)

Brad Toone, Chair, Labour Relations Committee


Alison Sandilands, President


Carla Gimber (May 31, 2024 14:23 MDT)


Sherri Gleave (Jun 3, 2024 17:45 MDT)

Carla Gimber, Trustee

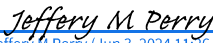
Sherri Gleave, Recording Secretary


Lacey Poytress (May 30, 2024 07:24 MDT)


Laurella Trotter (Jun 4, 2024 09:53 MDT)

Lacey Poytress, Trustee

Lou Trotter, Bargaining Committee Member


Jeffery M Perry (Jun 3, 2024 11:26 MDT)


Rose Bellavance (Jun 4, 2024 20:09 MDT)

Jeff Perry, Associate Superintendent

Rose Bellavance, Bargaining Committee Member


Richard Feller (Jun 3, 2024 11:00 MDT)

Richard Feller, Associate Superintendent

Jun 3, 2024

Jun 3, 2024

Date

Date

LETTER OF UNDERSTANDING #1

between

**LIVINGSTONE RANGE SCHOOL DIVISION
(hereinafter referred to as the Employer)**

and


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


RE: 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 in a week nor intended to avoid the payment of overtime.

Livingstone Range School Division

**Canadian Union of Public Employees,
Local 2133**


Jeffery M Perry (Jun 3, 2024 11:26 MDT)


Alison Sandilands (Jun 3, 2024 17:07 MDT)

Jeff Perry, Associate Superintendent

Alison Sandilands, President

Jun 3, 2024

Jun 3, 2024

Date

Date

LETTER OF UNDERSTANDING #2

between

**LIVINGSTONE RANGE SCHOOL DIVISION
(hereinafter referred to as the Employer)**

and

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

RE: Transfers

The Employer and Union agree that Educational Assistants are hired to work at a school not to a grade, individual student(s) or classroom.


With respect to Article 6.02 *Seniority is used for:*

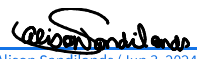
- (b) *A consideration for promotion, layoff, and recall within a classification and transfer within the bargaining unit.*

Administration reassigning an Educational Assistant's duties within the school is not considered a transfer.

Livingstone Range School Division

**Canadian Union of Public Employees,
Local 2133**


Jeffery M Perry (Jun 3, 2024 11:26 MDT)


Alison Sandilands (Jun 3, 2024 17:07 MDT)

Jeff Perry, Associate Superintendent

Alison Sandilands, President

Jun 3, 2024

Jun 3, 2024

Date

Date

LETTER OF UNDERSTANDING #3

between

**LIVINGSTONE RANGE SCHOOL DIVISION
(hereinafter referred to as the Employer)**

and

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


RE: School Calendar


If a decision by the Board of Trustees of Livingstone Range School Division significantly alters the school calendar, the parties will meet to discuss potential adjustments to the Collective Agreement for the following round of negotiations.

Preliminary discussions may include trustees, central office administration, and CUPE 2133 members (as determined by CUPE 2133).

Livingstone Range School Division

**Canadian Union of Public Employees,
Local 2133**


Jeffery M Perry (Jun 3, 2024 11:26 MDT)


Alison Sandilands (Jun 3, 2024 17:07 MDT)

Jeff Perry, Associate Superintendent

Alison Sandilands, President

Jun 3, 2024

Jun 3, 2024

Date

Date

LETTER OF UNDERSTANDING #4

between

**LIVINGSTONE RANGE SCHOOL DIVISION
(hereinafter referred to as the Employer)**

and

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

RE: Instructional Replacement Personnel

The parties agree to create a new temporary in-scope classification in the municipality of Crowsnest Pass and Pincher Creek.

Job Title	Full Day Rates of Pay	Half Day Rates of Pay
Instructional Replacement Personnel (IRP)	Type A \$175.00	Type A \$87.50
	Type B \$160.00	Type B \$80.00
Type A – Degree other than Education; Post-secondary diplomas, certificates, or current Livingstone Range School Division Educational Assistants (Certified)		
Type B – High school education or current Livingstone Range School Division Educational Assistants (Non-Certified)		

1. This is a casual day-to-day assignment for one-day emergent situations. The terms and conditions of article 4.04 of the Collective Agreement shall apply to this position unless otherwise negotiated.
2. For clarity, a full day work shall be seven (7) hours of work and a half day of work shall be three and a half (3.5) hours.
3. The Employer agrees to provide the union with the number and the reason for the use of IRP upon request.
4. Any current bargaining unit member may decline to accept an assignment as IRP.
5. In the event that a member is requested by the employer to act as the IRP, the member shall be paid at the rate of pay based on their classification as Type A or B for either the full day or the half day rates of pay as appropriate regardless of any time already worked in the day.

- a. For greater clarity: If a bargaining unit member were to be asked at 10 AM to fill in as an IRP for the rest of the day, then the member will be paid for a full day at the IRP rate and will not be paid the hour and a half work as their regular position on top of IRP full time pay, if the member is only needed for 3.5 hours or less as an IRP then the member will receive a half day IRP rate of pay and a half day of pay based on their regular wage. The member will be paid at the higher rate of pay applicable.
6. It is understood that the school administrator (e.g., Principal, Vice/Assistant Principal) is accountable for the expectations outlined in the *Education Act*, Teaching Quality Standard, and Leadership Quality Standard.
7. Any disagreement arising out of this Letter of Understanding shall be subject to the grievance process as per Collective Agreement.
8. This Letter of Understanding is made on a without prejudice basis and without precedent to any other matter that may arise in the future between the Employer and the Union.
9. This Letter of Understanding will expire upon ratification of the collective agreement that will follow the 2022-2024 agreement. The parties agree that this Letter of Understanding may be renewed upon mutual agreement, with or without amendments.

Livingstone Range School Division

Jeffery M. Perry
Jeffery M Perry (Jun 3, 2024 11:26 MDT)

Jeff Perry, Associate Superintendent

Jun 3, 2024

Date

**Canadian Union of Public Employees,
 Local 2133**

Alison Sandilands
Alison Sandilands (Jun 3, 2024 17:07 MDT)

Alison Sandilands, President

Jun 3, 2024

Date