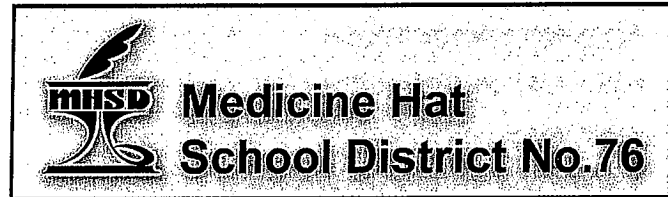


COLLECTIVE AGREEMENT

BETWEEN:



THE BOARD OF TRUSTEES OF THE
MEDICINE HAT SCHOOL DISTRICT NO. 76,

- AND -



THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 829
(CLERICAL STAFF),

SEPTEMBER 1ST, 2010 to AUGUST 31ST, 2013

INDEX

<u>Article</u>	<u>Description</u>	<u>Page No.</u>
ARTICLE 1	PURPOSES	2
ARTICLE 2	RECOGNITION	2
ARTICLE 3	MANAGEMENT	3
ARTICLE 4	UNION DUES	3
ARTICLE 5	GRIEVANCE PROCEDURE	3
ARTICLE 6	DISMISSAL PROCEDURE	4
ARTICLE 7	SENIORITY	5
ARTICLE 8	VACANCIES AND PROMOTIONS	5
ARTICLE 9	SICK LEAVE	7
ARTICLE 10	SUPPLEMENTATION OF COMPENSATION AWARD	8
ARTICLE 11	MEDICAL COVERAGE	8
ARTICLE 12	LEAVE OF ABSENCE	9
ARTICLE 12.1	- WITH PAY	9
ARTICLE 12.2	- WITHOUT PAY	10
	- MATERNITY AND FAMILY LEAVE	10
	- FAMILY LEAVE (INCLUDING ADOPTION LEAVE)	11
	- COMPASSIONATE FAMILY CARE LEAVE	11
ARTICLE 13	HOURS OF WORK	11
ARTICLE 14	PERIOD OF EMPLOYMENT	11
ARTICLE 15	STATUTORY HOLIDAYS	12
ARTICLE 16	ANNUAL VACATION	13
ARTICLE 17	OVERTIME	14
ARTICLE 18	DISCRIMINATION AND HARASSMENT	14
ARTICLE 19	CLASSIFICATION	15
ARTICLE 20	WAGES	16
ARTICLE 21	LABOUR MANAGEMENT COMMITTEE	18
ARTICLE 22	GENERAL	18
ARTICLE 23	IMPLEMENTATION OF AGREEMENT	18
ARTICLE 24	DURATION OF AGREEMENT	19

MEDICINE HAT SCHOOL DISTRICT NO. 76

AGREEMENT

THIS AGREEMENT made on the 23rd of February, 2011.

BETWEEN:

**The Board of Trustees of the
Medicine Hat School District No. 76**

(Hereinafter called "The Board")

OF THE FIRST PART

- and -

**Canadian Union of Public Employees
Local 829 (Clerical Staff)**

(Hereinafter called "The Union")

OF THE SECOND PART

WITNESSETH that the Board and the Union have agreed as follows:

ARTICLE 1. PURPOSES

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 employee.

ARTICLE 2. RECOGNITION

- (a) The employer recognizes the Canadian Union of Public Employees and its Local as the sole and exclusive collective bargaining agency for all employees covered by Labour Relations Board Certificate No. 596-92, and as per authority granted by The Labour Relations Code and the decision of the Labour Relations Board.
- (b) The Board agrees not to bargain collectively with any other organization affecting employees covered by this Agreement during the life of it.
- (c) No employee shall be asked to make a written or verbal agreement with the employer covering the hours of work, wages or conditions during the term of this Agreement.
- (d) No individual employee or group of employees shall undertake to represent the Union at meetings with the Board without proper authorization of the Union. In order that this may be carried out, the Union shall notify the employer, in writing, of the names of the officers and the Union Committee and the area over which they are responsible.

ARTICLE 3. MANAGEMENT

The Union recognizes that it is the right and function of the Board to manage the affairs of the School District, including its operation and the direction of the working forces. Such rules and regulations established shall not be inconsistent with this Agreement.

ARTICLE 4. UNION DUES

- (a) The employer shall deduct from every employee covered by this Agreement, any dues, initiation fees, or assessments levied by the Union on its members.
- (b) Deductions shall be forwarded in one cheque to the Secretary-Treasurer of the Union not later than the 15th day of the following month for which the dues were levied. The cheque shall be accompanied by a list of names, addresses, home phone numbers and classifications of employees from whose wages the deductions have been made.
- (c) The Union agrees to indemnify and save the Board harmless from any liability or action out of the operation of this Article.

ARTICLE 5 - GRIEVANCE PROCEDURE

- (a) The Union agrees to elect a Grievance Committee and have a Union Representative to deal with grievances, which may arise during the term of this contract. All grievances between the Board and the Employees of the Union shall be settled in the following order:

- (b) i) Step 1

The Employee or Employees concerned shall first refer the matter in writing to the Grievance Representative of the Union who may take the matter up with the Secretary-Treasurer. Such written submission shall be made within fifteen (15) working days from the date of the incident giving rise to the grievance or from the date the grievor first had knowledge of the incident, whichever is later. The submission shall set out the nature of the grievance and the remedy sought. The Secretary-Treasurer shall discuss the grievances with the Grievance Representative (with the Employee or Employees concerned present or absent at the option of the said Employees) and shall render a decision in writing within two (2) working days of being notified of the grievance.

- ii) Step 2

If the grievance is not settled at Step 1, then the Union Grievance Committee shall take the Grievance up with the Board, and after discussion of the Grievance, the Board shall render its decision in writing within seven (7) days after the hearing of the said grievance.

- iii) Step 3

If the grievance is not settled at Step 2, then the matter may be referred by either party within fourteen (14) days of the date the Board hands down its decision, to an Arbitration Board under the provisions of The Labour Relations Code.

Arbitration

When a grievance is referred to arbitration under this Agreement, the notice referring the matter to arbitration shall state the name and address of the nominee. Within fifteen (15) days thereafter, the party shall advise the other, in writing, of the name and address of its nominee to the Arbitration

Board. The two nominees shall then select a third person who shall be the Chairperson of the Arbitration Board.

If both parties agree, the grievance may be referred to a single arbitrator.

If the parties to the Agreement cannot agree on an arbitrator, or the Board or the Union fail to appoint its member to an Arbitration Board, or if the two (2) nominees fail to agree upon a Chairperson within fifteen (15) days of appointment or notice as provided, the required appointment or appointments shall be made by the appropriate government body.

The Arbitration Board shall hear and determine the grievance and shall issue an Award in writing, and the decision is final and binding upon all parties. The decision of the majority of the Board is the Award of the Arbitration Board. When there is no majority decision, the decision of the Chairperson shall be the decision of the Board.

Each party to the grievance shall bear the expense of its respective appointee to the Arbitration Board and the parties shall bear equally

- (c) Time limits fixed in the Grievance and Arbitration procedures may be extended by mutual agreement of the parties, verbally and in writing.

ARTICLE 6. DISMISSAL PROCEDURE

- (a) Except in cases when the Board considers that an employee's conduct warrants immediate dismissal, the practice shall be to warn the employee in the presence of the Grievance Committee or Union Representative, at which time the employee will be given the opportunity to be heard with a representative of the Union present.
- (b) Should an employee be dismissed, suspended, laid off or demoted, and it is later established that such dismissal, suspension, lay-off or demotion was unfair or not in accordance with the provisions of this Agreement, he/she shall be immediately returned to this former status in all respects and shall be compensated for his/her net loss of earnings suffered by reasons of such dismissal, suspension, lay-off or demotion.
- (c) Any disciplinary notation or warning in writing shall be removed from an employee's record after a period of twenty-four (24) months in which he/she has not received any disciplinary warning or suspension.
- (d) The principal of the school must direct the management of the school as outlined in Article 20(e) of the School Act. As such, the principal is responsible for overseeing to the health and safety of the school operations and is a direct supervisor of clerical staff.

ARTICLE 7. SENIORITY

- (a) The seniority of an employee shall be established from the date when he/she last entered the permanent service of the School District.
- (b) The Board 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, rate of pay and seniority standing, the latter being open to protest by employees for thirty (30) days from the date of the submission.
- (c) Upon proof of error being established by a Union Representative, correction shall immediately be made. The Board will supply the Union with a copy of the seniority list and corrections hereto.
- (d) In the event of reduction of staff, seniority shall govern with the employee who has the least seniority being laid off first.
- (e) Employees shall be recalled in the order of their seniority provided they qualify for the position. No new employee shall be hired until those laid off have been given an opportunity of recall.
- (f) The employer shall, in writing, notify permanent employees who are to be laid off, twenty (20) working days before lay-off is to be effective.
- (g) An employee with seniority in the bargaining unit whose job is permanently affected by way of being discontinued or changed in a manner that will reduce the employee's rate of pay or regular hours of work may, if he/she chooses, displace the employee with least seniority in the same classification covered in this Agreement. Other employees who are affected by such a move shall be allowed to exercise their seniority rights in the same manner.

ARTICLE 8. VACANCIES AND PROMOTIONS

- (a) When a new position or vacancy occurs:
 - i) It shall be posted in all of the schools for a period of eight (8) working days so all employees will have the opportunity to apply.
 - ii) A copy shall be given to the Recording-Secretary of the Union.
 - iii) The Board may call for applications for new positions or vacancies by advertisement in a newspaper if there are no qualified internal applicants.
 - iv) When filling a vacant position, the employer shall have the right to establish the necessary qualifications, skills, knowledge and ability for the position. If two or more employees have equal qualifications, skills, knowledge and ability for the position, then seniority shall be the determining factor.
 - v) When the vacancy is not filled by a permanent employee, than casual or temporary employees with the required qualifications, skills, knowledge and ability will be given first consideration for the position posted.
 - vi) The Recording-Secretary of the Union shall be notified of the name of the successful applicant.

(b) Temporary Vacancies:

- i) A position that will be temporarily vacant for a period of one hundred and twenty (120) calendar days up to one (1) year shall be posted in accordance with (a) above, except for long term disability or a workers' compensation claim, in which case the vacancy may be up to two (2) years.
- ii) Notwithstanding the above, if a vacancy due to a long term disability vacancy or workers' compensation claim exceeds two (2) years, the position may be posted permanently in accordance with (a) above. Should the employee subsequently be able to return to work, he/she shall be returned to a position no less favourable than the one vacated.
- iii) A permanent employee may apply for a temporary vacancy, however there are no reversion rights to the permanent position once the temporary contract has terminated, unless the employee is filling the vacancy at the request of the employer. Where someone has lost their right to a permanent position under this clause the employee shall be laid off and retain the right to apply for open positions.

- (c) Trial Period - Employees who are appointed or promoted shall be allowed up to six (6) months in which to prove themselves capable of filling the positions concerned. If, prior to the expiry day of the trial period, it still appears to the Board and the Union that the employee is incapable of qualifying for such position, the employee shall revert to the former position or status without prejudice and without loss of seniority.
- (d) The Board shall have the right to transfer employees as it deems fit for the efficient operation of the school system. When a promotion, filling of a vacancy or new position is involved, the Board shall first post the new position, promotion or vacancy in accordance with Article 8(a).
- (e) An employee required to assume temporarily the duties of another position paying a higher rate of pay for a period of more than three (3) consecutive working days shall receive the rate paid for such a 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/her regular position.
- (f) All employees covered by this Agreement may, upon commencement of employment, be required at the expense of the Board, to submit a certificate of health and thereafter in the case of communicable disease a certificate of health when requested to do so.

ARTICLE 9. SICK LEAVE

- (a) All employees shall be covered under the provisions of the Alberta School Employees Benefit Plan, Life Insurance and Long Term Disability, Schedule II Plan D, with the employer paying one hundred percent (100%) of the premium.
- (b)
 - i) 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, sickness or disability in accordance with the following schedule:
 - in the first year of service with the Board, two (2) working days per calendar month
 - one year of service but less than two (2) – forty (40) working days
 - two years of service or more - ninety (90) calendar days
 - ii) Employees not covered under the provisions of the Alberta School Employees Benefit Plan shall, in addition to (b) (i), receive sick leave with pay in accordance with the following schedule:
 - three (3) years of service but less than four (4) - eighty (80) working days
 - four (4) years of service but less than five (5) - one hundred (100) working days
 - five (5) or more years of service - one hundred and twenty (120) working days
- (c) After ninety (90) calendar days of continuous disability due to an injury or illness, the Alberta School Employees Long-Term Disability Benefit Plan will take effect.
- (d) An employee shall not be granted sick leave with pay during any period in which he/she is on leave of absence without pay in accordance with Article 12.2 (a) or under suspension.
- (e) When an employee leaves the employ of the Board, all sick leave shall be cancelled.
- (f) Before any payment is made under the foregoing, the employee shall provide:
 - i) a declaration, on a form to be provided by the Board, where the absence is for a period of three (3) days or less
 - ii) a certificate signed by a qualified medical or dental practitioner where the absence is for a period of over three (3) days
 - iii) when the sickness extends for a period of over one month, the employee may, at the discretion of the Board, be called upon to furnish a further medical certificate at the end of each month during the duration of the sickness.
- (g) It is agreed that the Unemployment Insurance Commission rebate has been shared according to Section 64(4) of The Unemployment Insurance Act by the increase in the benefits contained in this Agreement.
- (h) This article only applies to permanent employees. As such, temporary and casual employees are not entitled to coverage's identified in the above article (article 9).

ARTICLE 10. SUPPLEMENTATION OF COMPENSATION AWARD

If an employee is prevented from performing his regular work on account of an occupational accident that is recognized by the Workers' Compensation Board as compensational within the meaning of the Compensation Act, the Board will supplement the award made by the Compensation Board for 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 Board, will equal 100% of the employee's regular wage. The supplementation by the Board will not be for a period in excess of six (6) months.

This article only applies to permanent employees. As such, temporary and casual employees are not entitled to coverage's identified in the above article (Article 10).

ARTICLE 11. MEDICAL COVERAGE

- (a) The Board agrees to assume one hundred percent (100%) of the cost of the Alberta Health Care Insurance Plan for all employees and their dependants.
- (b) The Board agrees to assume one hundred percent (100%) of the Alberta School Employees Benefit Plan - Extended Health Care Benefits - Plan I, for all employees and their dependants
- (c) All employees shall be covered under the provisions of Plan 3 of the Alberta School Employee Benefit Plan – Dental Care with the employer paying eighty-five percent (85%) of the premium subject to the following conditions
 - i) any employee employed by the Board on or before January 1, 1981 may choose not to be covered by the Plan
 - ii) employees commencing employment with the Board after January 1, 1981 shall be covered by the Plan. Where there is a duplication of benefit because the spouse of an employee has the benefit plan or a similar plan, the employee may be exempted from the condition of employment
 - iii) any employee who decides to join the plan after initially opting out of the plan shall be covered under the Plan, subject only to the conditions provided under the terms of the plan.
- (d) Temporary employees with a contract of six (6) months or more, who work 20 hours or more a week, shall be eligible to enroll in all medical plans included in article 11 of this agreement.
- (e) The Board will establish for each bargaining Unit employee, a Health Spending Account that adheres to Revenue Canada requirements. Effective September 1, 2003, the Board will contribute an amount equal to two percent (2%) of salary and allowances to such account.

ARTICLE 12. LEAVE OF ABSENCE

This article only applies to permanent employees. As such, temporary and casual employees are not entitled to leaves identified in the following article (Article 12).

ARTICLE 12.1 - WITH PAY

(a) Compassionate Leave with pay shall be granted to employees as follows:

- i) For critical illness or death of spouse, son, daughter, parent, grandparent, grandchild, brother, sister, parent of a spouse, son-in-law, daughter-in-law, brother-in-law, sister-in-law, common law spouse, and also a relative who is a member of the employee's household - not more than five (5) working days for critical illness.
- ii) A Statement will be required if death does not occur, signed by the member, signifying to the critical nature of the illness, or the illness requiring admission to a hospital intensive care unit, and the qualified medical practitioner's name, address and telephone number who may be contacted to verify the Statement.
- iii) Not more than three (3) working days for death of any of the above named mentioned if the funeral is in Medicine Hat, and not more than five (5) working days if the funeral is outside Medicine Hat.
- iv) Not more than eight (8) working days for combined critical illness and death for any of the above mentioned if the above occurs in Medicine Hat, and not more than ten (10) working days for critical illness and death of any of the above mentioned if it applies outside Medicine Hat.

Critical illness shall mean a life threatening illness.

(b) Leave of Absence With Pay shall be granted to an employee: --

- i) While serving on a jury or as a witness as a result of a subpoena, providing that any fee received for acting as a witness be paid over to the Board.
- ii) For funeral of uncle, aunt, cousin, nephew, niece -- one (1) day's leave.
- iii) For acting as a pall bearer - one (1) day's leave.
- iv) For the adoption of a child -- two (2) day's leave.
- v) Any representative of the Union on a Committee who is in the employ of the Board, when meeting with the Board or its representatives, shall have the privilege of attending committee meetings held within working hours without loss of remuneration.
- vi) For paternal leave for the birth of employee's child -- two (2) day's leave.
- vii) The Associate Superintendent of Human Resources may approve additional compassionate leave.
- viii) Impassable Roads -- In accordance with District Policy on School Closures.

- ix) To attend to personal business of up to two (2) days in a school year. Only one (1) of these days may be taken on a day when students are at school. Such leaves shall not be used to extend the Christmas Vacation, Easter Vacation or Summer Vacation periods.
- x) For attending to emergent medical needs, which are not critical, of his/her child, spouse, parent or other person living in the employee's household – two (2) days per school year.
- xi) For obtaining citizenship papers at a scheduled session of the court – one (1) days leave.
- xii) For the purpose of writing university examination – one (1) day.
- xiii) While participating in University convocation exercise – one (1) day.

ARTICLE 12.2 - WITHOUT PAY

- (a) Special Leave of Absence without pay may be granted by the Associate Superintendent of Human Resources to any employee 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 Associate Superintendent of Human Resources.
 - i) Notwithstanding the provisions of Article 7(a) an employee granted leave under (a) above shall maintain all accumulated seniority and accrue seniority for the first thirty (30) days of such leave.
 - ii) During the leave the Employer agrees to continue to pay their share of medical coverage under Article 11 and pension under Article 19 (b) until the last day of the month in which the leave commenced. The Employee may then continue coverage at their own expense.
- (b) The Board agrees that leave of absence without pay, but with maintenance of seniority rights, shall be granted to any designated employee for conducting of Union business at large for a period not in excess of ten (10) working days in any one year without permission of the Board. One week's notice of such leave shall be required.

(c) **MATERNITY LEAVE**

- i) Employees are entitled to maternity leave without pay and/or employee benefits of any kind for up to one year under the following condition:
 - (a) The employees concerned shall obtain and submit a certificate from her physician certifying her pregnancy and the approximate date of delivery.
- ii) Notwithstanding Article 12.2(a), the Board will register and implement a Supplementary Unemployment Benefits Plan. This plan will provide the employees with 95% of regular salary and allowances and 100% benefits under Articles 9(a), 11(b), and 11(c) for that portion of the maternity leave which is health related to a maximum 13 weeks.
- iii) In the event the "health related portion" of Maternity Leave exceeds ninety (90) calendar days, the eligible employee will make application for long-term disability under the same terms and conditions as for any other illness, or disability.
- iv) The Board shall maintain employee benefits under Articles 11(b) and 11(c) of this Agreement for an employee who is granted leave under Article 12.2(c) to a maximum of the number of weeks which occur while that employee is covered by Unemployment Insurance Statutes for that leave.

- v) An employee who is granted leave shall, upon her return, be given a position no less favourable than the one she had before the leave.

(d) **FAMILY LEAVE (INCLUDING ADOPTION LEAVE)**

An employee is entitled to Family leave **without pay** for up to one year under the following conditions: --

- i) the employee shall provide reasonable notice to the Board of his/her intent to take leave under this article
- ii) Upon return from Family leave, after giving the employer at least two (2) weeks notice, an employee will be placed in a position no less favourable. An employee, who is granted family leave for a period in excess of twelve (12) months, will be placed in the first appropriate vacancy as determined by the Associate Superintendent of Human Resources of the Board.
- iii) Maximum leave of absence under this clause shall be twelve (12) months, or longer if mutually agreed to by the parties. Such leave shall be inclusive of any leave taken under maternity leave above.
- iv) Upon return to work, an employee shall be placed on the same step of the same salary group that he/she was on at the time the leave of absence became effective, and the period of absence will not be counted for the granting of increments.

(e) **WINTER VACATION**

An employee may apply during the winter term for extra time off for winter vacation once every four (4) years. Applications shall be considered on the basis of seniority; however, once this leave has been approved, it shall not be subject to or affected by seniority.

(f) **COMPASSIONATE FAMILY CARE LEAVE**

Employees shall be granted leave without pay or benefits of up to eight (8) weeks to care for a seriously ill family member. During the leave the employee will continue to receive seniority under the Collective Agreement. Upon return from leave, employees shall be placed in their former position.

Any employee may request an extension of the leave, in writing. Approval of the extension shall not be unreasonably denied. During an extended leave the employee shall continue to accrue seniority.

ARTICLE 13. HOURS OF WORK

- (a) Hours of work shall be seven and one-half (7 1/2) hours daily, to be carried out any time between the hours of 7:00 a.m. and 5:00 p.m., with one (1) hour for lunch, Monday to Friday of each week.
- (b) All employees shall be permitted a fifteen (15) minute rest period both morning and afternoon.
- (c) The working day during the summer recess shall be seven (7) hours daily between the hours of 8:00 a.m. and 4:00 p.m. with one (1) hour for lunch.

ARTICLE 14. PERIOD OF EMPLOYMENT

- (a) New employees will be regarded as probationary for the first six (6) months of employment. The probation may be extended by an additional two (2) months by mutual agreement of the Board and the Union.
- (b) Employees employed on a ten (10) month basis will be guaranteed their return to employment after the summer break. If employment is to be terminated by either party at the end of the school term in June, notice must be given in writing, setting forth the reasons therefore by June 1st.

ARTICLE 15. STATUTORY HOLIDAYS

- (a) The following shall be considered statutory holidays:

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

and all general holidays proclaimed by the City of Medicine Hat, the Province of Alberta, or the Dominion of Canada. In addition, all employees other than clerical employees employed on a ten (10) month basis, shall have a half-day holiday on Christmas Eve day and a half-day holiday on New Year's Eve day, these half days to be taken the last working day prior to Christmas and New Year's Day, provided these days do not fall on a regular school teaching day. No deductions in the wages or salaries of any employee shall be made on account of the above mentioned holidays. The Teachers' Convention days and other special proclaimed school holidays shall not be considered holidays within the meaning of this Agreement.

- (b) If a statutory holiday or declared holiday falls on a employee's regular working period and he or she works, he or she will be paid at two (2) times his or her regular hourly rate of pay as covered by this Agreement for each hour worked in addition to his or her normal pay for the day.
- (c) When a statutory holiday falls on a Saturday or Sunday, the following working day shall be allowed as a holiday provided that school is NOT in operation. In the event that school is in operation, an additional two (2) days shall be added to the annual vacation period or given at some other time to be mutually agreed upon.

ARTICLE 16. ANNUAL VACATION

- (a) Employees shall accrue vacation time as follows, with allotment being calculated on June 30th of each school year:

<u>Years Service</u>	<u>Vacation Entitlement</u>	
	<u>Employees Hired Prior to Sept 1, 2007</u>	<u>Employees Hired After August 31, 2007</u>
0 - 1 year	1.25 days per month	1.25 days per month
1 - 5 years	3 weeks per year	1.25 days per month
6 - 13 years	4 weeks per year	1.66 days per month
14 - 21 years	5 weeks per year	2.08 days per month
22 or more years	6 weeks per year	2.50 days per month

Entitlement shall be based on continuous years of service and shall be prorated based on the employee's anniversary date of hire.

- (b) Employees shall earn vacation in one year and are entitled to take the vacation days in the following year, after the vacation year end of June 30.
- (c) Annual Vacation for all employees normally shall be taken during the months of July and August; however, annual vacation during the winter months may be granted by the Associate Superintendent of Human Resources to any employee insofar as the regular and efficient operation of the system will permit, provided that reasonable notice, in writing, has been given by the applicant to the Associate Superintendent of Human Resources.
- (d) Statutory or declared holidays are not included in the vacation period.
- (e) Any employee terminating employment for any reason will be paid holiday pay equivalent to the applicable percentage of gross earnings according to entitlement of vacation, as follows:
- | | |
|------------------|------------------------|
| 0 - 5 years | - six percent (6%) |
| 6 - 13 years | - eight percent (8%) |
| 14 - 21 years | - ten percent (10%) |
| 22 or more years | - twelve percent (12%) |
- (f) Days not worked during the Christmas, Easter and Summer recess will be deducted from holiday pay entitlement.

ARTICLE 17. OVERTIME

- (a) Time and one-half (1-1/2) of regular salary, plus allowance, shall be paid for the first four (4) hours after expiration of the regular shift and double (2) time thereafter. Double (2) time shall be paid for Saturdays and Sundays worked.
- (b) Double time shall be paid for emergency calls and not less than two (2) hours at the regular rate for any one call.
- (c) No employee shall be required to take time off in lieu of being paid overtime at the applicable overtime rate of pay.
- (d) Overtime will be calculated as follows: At the rate of 1/163 of the monthly salary.
- (e) No overtime shall be paid unless the work concerned has been authorized by the Board or its officials.
 - i) For clerical staff only, school principals may authorize overtime at the applicable overtime rate, but **only as it pertains to time off in lieu of being paid overtime.**

Time off in lieu of being paid must be taken at a time agreeable to the employee and the Board and or its officials. A substitute will not be provided, and time off in lieu must not lead to overtime being required. Time off in lieu must be taken during the school year earned.
- (f) If an employee is required and approved by the Secretary-Treasurer or his/her designate, to work above the maximum days and hours during the summer as outlined in Article 20(d), they shall be paid at the overtime rate of one and one-half (1½) times of regular salary or time in lieu as mutually agreed.

ARTICLE 18 – DISCRIMINATION OR HARASSMENT

- (a) The Board and the Union recognize the right of all employees to work and conduct business and otherwise associate free from harassment or sexual harassment.
- (b) No employee shall be discriminated against on account of his being a member of a Trade Union or filling any position therein.
- (c) No employee shall be discriminated against because of race, religious beliefs, colour, gender, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status or sexual orientation of that person or of any other person.
- (d) The Employer agrees that no Employee shall be subject to harassment or sexual harassment as per Board Policy, Guidelines and Procedures. Failure of employees to follow such, may result in disciplinary procedures up to and including termination.

ARTICLE 19 – CLASSIFICATION

(a) **Employment Classifications** shall include the following:

1. **Permanent employee** – shall mean an employee who has been permanently appointed to an established position and shall include permanent employees serving a probationary period.
2. **Temporary Employee** - shall mean an employee who is assigned to a regularly scheduled position for a specific purpose and period of time that typically does not exceed one (1) year, or while temporarily assuming the responsibilities of a permanent employee who is on a Long Term Disability leave or Workers Compensation leave.
3. **Casual Employee** – shall mean an employee who is not regularly scheduled, but works on a call-in basis and is scheduled to relieve in the case of illness, leaves of absence and for vacations.

(b) **Job Classifications** shall include the following:

1. **Administrative Assistant I** - Responsible for administrative support performing a variety of duties for the Principal, Vice-Principal, School Council and school staff in schools where there is a Senior Administrative Assistant.
2. **Library Assistant** - Responsible for assisting students, staff and parents in the use and operation of the school library resources and provide support services to create an effective and positive learning environment for students.
3. **Secondary School Student Records** - Responsible for administrative support performing a variety of duties for the Principal, Vice-Principal and school staff. Maintain, update and run student data program to meet the requirements and needs of Alberta Learning, school district office, school administrators, counselors, teachers, students, parents and the public.
4. **Bookkeeper** - Responsible for maintaining all school accounts according to general accounting practices. Report to departments, school clubs regarding activity and balances.
5. **Senior Administrative Assistant** - Responsible for administrative support performing a variety of duties for the Principal, Vice-Principal, School Council and school staff. Responsible for maintaining all school accounts according to general accounting practices. May liaise, direct and assist other office support staff to ensure efficient operation of the office. May be responsible for maintaining all school accounts according to general accounting practices in schools where there is no bookkeeper. May report to departments, school clubs regarding activity and balances. May maintain, update and run student data program to meet the requirements and needs of Alberta Learning, the school district office, school administrators, counsellors, teachers, students, parents and the public.

ARTICLE 20. WAGES

- (a) **Payroll Cycle** – All employees shall be paid on a monthly basis. Employees may choose to receive a recurring mid-month advance, however once chosen, it will remain in place for the duration of the school year.
- (b) **Payment over 12 Months** - All ten-month clerical staff shall be paid over a twelve (12) month period effective September 1st, 2002.
- (c) **Summer Commitment** - Ten month clerical staff during the months of July and August shall work additional maximum days as follows:
 - i) Administrative Assistant I – five (5) days
 - ii) Library Assistant – eight (8) days
 - iii) Secondary School Student Records – twelve (12) days
 - iv) Bookkeeper – twelve (12) days
 - v) Senior Administrative Assistant – eight (8) days

In accordance with Article 12.2(a) – Leave Without Pay, Clerical Staff who are not required to work during summer will apply for a leave of absence to the Associate Superintendent of Human Resources.

- (d) **Twelve Month Positions** - Senior Administrative Assistants at the secondary schools shall be twelve (12) month positions.
- (e) **Staff Allocation** - There shall be only one Senior Administrative Assistant position at each School.
- (f) **Staff with Split Assignments** - All staff working in more than one (1) classification will be paid in accordance with the different classifications based on full time equivalent.
- (g) **Days Missed** - Deductions for days missed and for days of Christmas recess and Easter recess (excluding Saturdays, Sundays and Statutory holidays) shall be based on the daily rate of the appropriate yearly rate.
- (h) **Grid Placement** - Appointees with previous experience to be placed on the schedule in accordance with the judgement of the administrators concerned, but in no case shall a new appointee commence at the maximum salary.
- (i) **Changes in Classification** - Change of classification shall be upon recommendation of the administrators concerned, subject to approval by the Board. If and when an employee is promoted from one classification to another, the employee shall receive the next higher rate in the new classification, providing the increase is at least thirty (\$30.00) dollars per month.
- (j) **Part-time Employees** - Part-time employees to be paid on a proportionate basis.
- (k) **Casual Employees** – Notwithstanding wage rates specified in this article, casual employees shall be paid at the start rate of pay for the classification, which they are working in.

(l) **Wage Grid(s) - shall be as follows:**

Effective date of hourly grid rates: Sept. 1, 2010 Sept. 1, 2011 Sept. 1, 2012
 Rate of Increase: 2.92% 3.5% 3%

Positions	Step					
Grid 1:						
Administrative Assistant I						
	Step 0	Start	\$	17.35	\$	17.96 \$ 18.50
	Step 1	after 1 year		17.78		18.40 18.95
	Step 2	after 2 years		18.23		18.87 19.44
	Step 3	after 3 years		18.68		19.33 19.91
	Step 4	after 4 years	\$	19.14	\$	19.81 \$ 20.40
Grid 2:						
Library Assistant						
	Step 0	Start	\$	18.22	\$	18.86 \$ 19.43
	Step 1	after 1 year		18.67		19.32 19.90
	Step 2	after 2 years		19.13		19.80 20.39
	Step 3	after 3 years		19.61		20.30 20.91
	Step 4	after 4 years	\$	20.10	\$	20.80 \$ 21.42
Grid 3:						
Secondary School Student Records Bookkeeper						
	Step 0	Start	\$	19.12	\$	19.79 \$ 20.38
	Step 1	after 1 year		19.60		20.29 20.90
	Step 2	after 2 years		20.09		20.79 21.41
	Step 3	after 3 years		20.59		21.31 21.95
	Step 4	after 4 years	\$	21.11	\$	21.85 \$ 22.51
Grid 4:						
Senior Administrative Assistant						
	Step 0	Start	\$	20.08	\$	20.78 \$ 21.40
	Step 1	after 1 year		20.58		21.30 21.94
	Step 2	after 2 years		21.10		21.84 22.50
	Step 3	after 3 years		21.62		22.38 23.05
	Step 4	after 4 years	\$	22.17	\$	22.95 \$ 23.64

ARTICLE 21. LABOUR MANAGEMENT COMMITTEE

It is mutually agreed that a Committee be formed consisting of two (2) representatives of the Board and two (2) representatives of the Union with the following terms of reference:

- i) to meet at the request of either party
- ii) to discuss and recommend to the Board and to the Union on matters relating to the welfare of the employees and the efficient operation of the school system.

Minutes of all meetings of this Committee shall be forwarded to the Secretary of the Union and all members of the Committee following each meeting.

ARTICLE 22. GENERAL

- (a) In the event of the **death** of any permanent employee, the dependent or dependants of the employee shall be paid the salary for the current month and also the salary for the following month.
- (b) Participation in the **Local Authorities Board Pension** scheme is obligatory after one (1) year of employment for all employees, working 14 hours per week or more. All regular hours paid by the employer shall be deemed to be pensionable earnings.
- (c) Any employment undertaken by an employee, other than with the Board, which is deemed by the Board to be detrimental to the performance of his normal duties, is prohibited.
- (d) Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine had been used where the context of the party or parties hereto requires.

ARTICLE 23. IMPLEMENTATION OF AGREEMENT

It is understood and agreed that the salary of any employee as of 31st August 2010 will not be reduced as a result of the implementation of this Agreement.

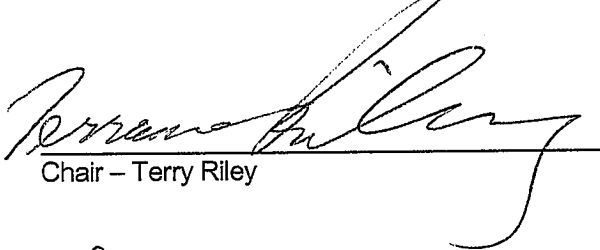
It is further understood that all adjustments in salary are to be made to only those employees on staff on date of ratification

ARTICLE 24. DURATION OF AGREEMENT

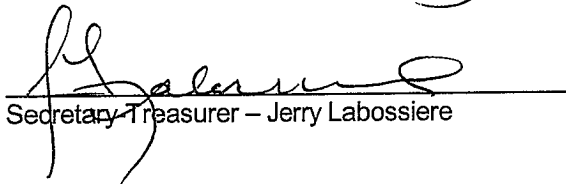
- (a) The Parties undersigned hereto, mutually agree to comply with and be governed by the conditions herein set out in this Agreement.
- (b) This Agreement shall remain in full force and effect from September 1st, 2010, and continue in full force and effect to the 31st day of August 2013, and from year to year thereafter, unless either party to this Agreement is given notice in writing by the other party of any change desired, not less than sixty (60) days or more than one hundred and fifty (150) days prior to the expiry date of August 31st, 2010, or the expiry date in any subsequent year.
- (c) Negotiations pertaining to any desired change must be commenced within twenty (20) days after the date of receipt of said notice unless extended by mutual agreement.

Signed on behalf of

**The Board of Trustees of the
Medicine Hat School District No. 76**



Chair – Terry Riley



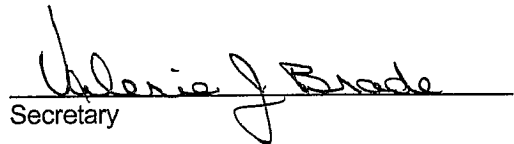
Secretary-Treasurer – Jerry Labossiere

Signed on behalf of

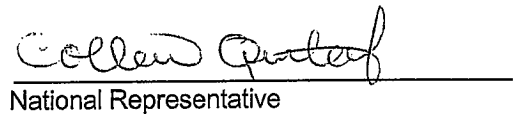
**Canadian Union of Public Employees
Local 829 (Clerical Staff)**



President – Jake Braaten



Secretary



National Representative

LETTER OF INTENT

CONTRACTING OUT

THIS AGREEMENT is made in duplicate.

BETWEEN:

THE BOARD OF TRUSTEES OF
MEDICINE HAT SCHOOL DISTRICT NO.76
(Hereinafter called "The Board")

OF THE FIRST PART

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 829
(CLERICAL STAFF)
(Hereinafter called "CUPE Clerical")

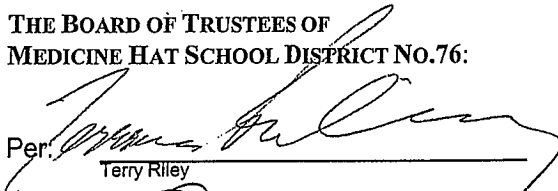
OF THE SECOND PART

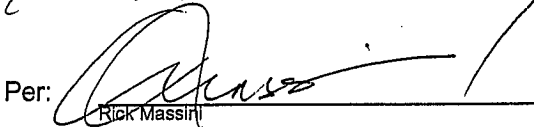
THE PARTIES AGREE:

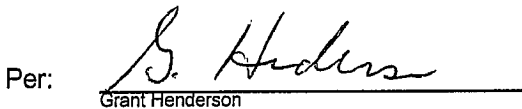
That in order to provide job security for the members of the Bargaining Unit , The Board agrees that all work or services performed by CUPE Clerical members shall not be sub-contracted , transferred, leased, assigned or conveyed in whole or in part to any other plant, person, company or non-union employee for the duration of this collective agreement.

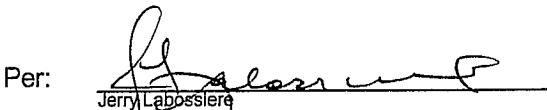
DATED at the City of Medicine Hat, in the Province of Alberta, this 23nd day of February, 2011.

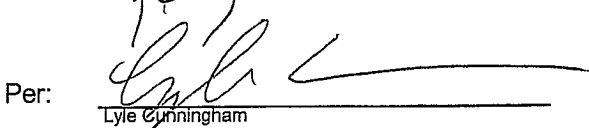
THE BOARD OF TRUSTEES OF
MEDICINE HAT SCHOOL DISTRICT NO.76:

Per: 
Terry Riley

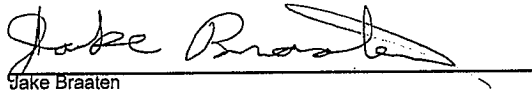
Per: 
Rick Massini

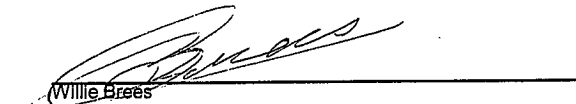
Per: 
Grant Henderson

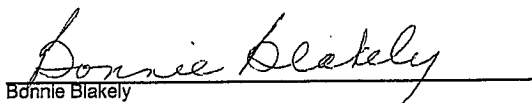
Per: 
Jerry Labossiere

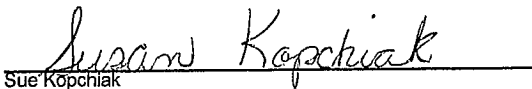
Per: 
Lyle Cunningham

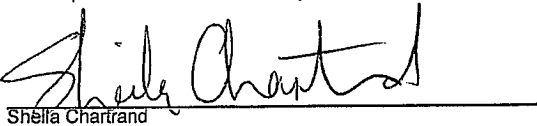
THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 829 (CLERICAL STAFF):


Jake Braaten


Willie Brees


Bonnie Blakely


Sue Kopchiak


Sheila Chartrand

LETTER OF INTENT

JOB SECURITY

THIS AGREEMENT is made in duplicate.

BETWEEN:

THE BOARD OF TRUSTEES OF
MEDICINE HAT SCHOOL DISTRICT NO.76
(Hereinafter called "The Board")

OF THE FIRST PART

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 829
(CLERICAL STAFF)
(Hereinafter called "CUPE Clerical")

OF THE SECOND PART

THE PARTIES AGREE:

That all permanent ten month and twelve month employees, employed as of today's date, are guaranteed their jobs, employment security and hours of work will not be reduced during the term of this collective agreement.

The above does not preclude the reduction in staff through resignation, retirement, dismissal for cause, or the return of an employee from a long term disability or worker's compensation leave.

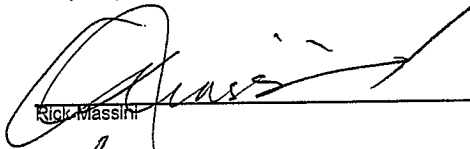
DATED at the City of Medicine Hat, in the Province of Alberta, this 23rd day of February, 2011.

THE BOARD OF TRUSTEES OF
MEDICINE HAT SCHOOL DISTRICT NO.76:

Per:


Terry Riley

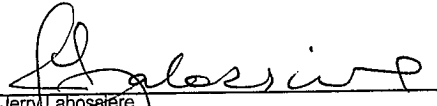
Per:


Rick Massih

Per:


Grant Henderson

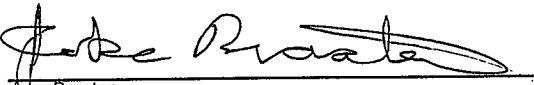
Per:

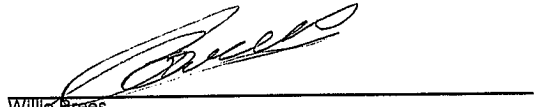

Jerry Labossiere

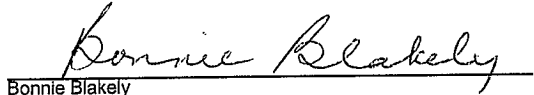
Per:


Lyle Cunningham

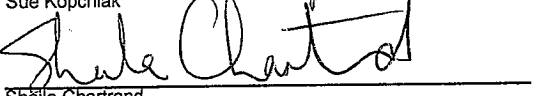
THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 829 (CLERICAL STAFF):


Jake Braaten


Willie Brees


Bonnie Blakely


Sue Kopchiak


Sheila Chartrand