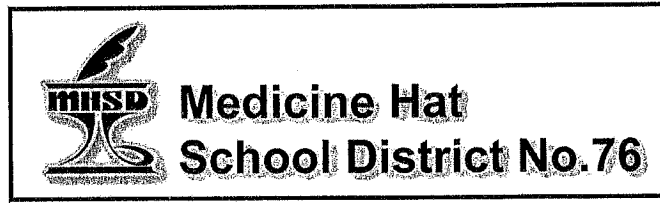


COLLECTIVE AGREEMENT

BETWEEN:



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

- AND -



THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 829
(CUSTODIAL STAFF)

SEPTEMBER 1ST, 2011 to AUGUST 31ST, 2013

1947

1947

1947

1947

1947

1947

1947

1947

1947

INDEX

<u>Article</u>	<u>Description</u>	<u>Page No.</u>
1	Purposes	2
2	Recognition	3
3	Management	3
4	Union Dues	3
5	Grievance Procedure	4
6	Discipline Procedure	5
7	Seniority	5
8	Layoff and Recall	6
9	Vacancies and Promotions	6
10	Sick Leave	8
11	Supplementation of Compensation Award	9
12	Medical Coverage	9
13	Leave of Absence	9
13.1	- With Pay	10
13.2	- Without Pay	11
14	Hours of Work	13
15	Period of Employment	13
16	Statutory Holidays	14
17	Annual Vacation	15
18	Overtime	16
19	Discrimination or Harassment	16
20	Changes in Classification	17
20A	Classification	17
21	Wages	18
22	Labour Management Committee	20
23	General Provisions	20
24	Implementation of Agreement	20
25	Duration of Agreement	21

MEDICINE HAT SCHOOL DISTRICT NO. 76

AGREEMENT

THIS AGREEMENT made on the 28th day of June, 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 (Custodial Staff)**

(Hereinafter called "The Union")

OF THE SECOND PART

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

The effective date shall be from the 1st day of September 2011, unless otherwise specified.

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. 597-92, 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, 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. DISCIPLINE PROCEDURE

- (a) Except in cases when the Board considers that an employee's conduct warrants immediate suspension or dismissal, the Letter of Understanding on Progressive Discipline Process shall be followed.
- (b) Should an employee be dismissed, suspended, laid off or demoted, and it is later established that such dismissal, suspension, layoff or demotion was unfair or not in accordance with the provisions of this Agreement, he/she shall be immediately returned to their former status in all respects and shall be compensated for his/her net loss of earnings suffered by reasons of such dismissal, suspension, layoff 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 custodial 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 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) Seniority shall be lost if any of the following occurs:
 - i) The employee does not complete their probationary period.
 - ii) The employee is discharged for just cause and is not reinstated.
 - iii) The employee resigns in writing.
 - iv) The employee is absent from work for more than three (3) working days without sufficient cause or without notifying the employer, unless such notice was not reasonably possible.
 - v) The employee fails to report to work within five (5) working days following a recall.
 - vi) The employee is not recalled to work for a period of twelve (12) months.

ARTICLE 8. LAYOFF AND RECALL

- (a) In the event of reduction of staff, seniority shall govern with the employee who has the least seniority being laid off first.
- (b) 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.
- (c) The employer shall, in writing, notify permanent employees who are to be laid off, twenty (20) working days before layoff is to be effective.
- (d) 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 9. 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. Such factors must be included in the posting. 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, then casual and 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, retaining all seniority and called back in accordance with Article 8.
- (c) Employees who are appointed or promoted shall be allowed three (3) months in which to prove themselves capable of filling the positions concerned. If such employee does not qualify within such time, the trial period may be extended by an additional three (3) months by mutual agreement of the Board and the Union. If, prior to the expiry day of the trial period, it still appears to the Board that the employee is incapable of qualifying for such position, the employee shall revert to the former position without prejudice and status 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 9(a). Notwithstanding the above, the Board shall inform the Union in a timely manner before instituting such changes to maintain the harmonious Board/Union relationship.
- (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 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.
- (g) Notwithstanding other provisions in the Collective Agreement, when filling a Head Custodian position the Board shall consider qualifications, skills, attributes and knowledge required to perform the job. The most desirous candidate shall be determined by the selection committee.

ARTICLE 10. 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) A permanent employee shall accrue two working days per month to a maximum of ninety (90) working days for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness or disability. Days used for the stipulated purposes shall be deducted from the days accrued.
- (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 13.2 (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 doctor who is a member in good standing with the College of Physicians and Surgeons, or a dentist who is a member in good standing with the Alberta Dental Association, where the absence is for a period of more than 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 10).

ARTICLE 11. 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 11).

ARTICLE 12. MEDICAL COVERAGE

- (a) The Board agrees to assume one hundred percent (100%) of the cost of the Alberta Health Care Insurance Plan for all permanent 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 permanent employees and their dependants.
- (c) All permanent 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) Casual and Temporary employees shall receive a 5% supplement based on wages, as per Article 21, in-lieu of medical and benefit coverage.
- (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 13. 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 13).

ARTICLE 13.1 - 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.
- v) The Associate Superintendent of Human Resources may approve additional compassionate leave.
- (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, first cousin, nephew, niece -- one (1) days leave.
 - iii) For acting as a pall bearer - one (1) days leave.
 - iv) For the adoption of a child - two (2) days 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) days leave.
 - vii) Impassable Roads – In accordance with District Policy on School Closures.
 - viii) For attending to the 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.
 - ix) For attending to personal business of up to two (2) days in a school year. Only one of these days may be used when students are in attendance at school. Such leaves shall not be used to extend the Christmas Vacation, Easter Vacation or Summer Vacation periods.
 - x) For obtaining citizenship papers at a scheduled session of the court – one (1) days leave.

ARTICLE 13.2 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 13.2(a) above shall maintain all accumulated leave and 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 12 and pension under Article 23(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 employee concerned shall obtain and submit a certificate from her physician certifying her pregnancy and the approximate date of delivery.
 - ii) Notwithstanding Article 13.2(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 10(a), 12(b), and 12(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 12(b) and 12(c) of this Agreement for an employee who is granted leave under Article 13.2(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 intent to take leave under this article.
- ii) Upon return from Family Leave, after giving the employer at least two (2) week's notice, an employee will be placed in his former position. 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 Secretary-Treasurer 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.
- 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.

An 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 14. HOURS OF WORK

- (a) The regular working week shall be eight (8) hours per day. The working hours shall not exceed forty (40) hours in one week. Before any changes are made in the present work week, there shall be proper notice to and discussion with the Union.
 - i) The regular dayshift hours shall occur between the hours of 6:00 a.m. and 5:00 p.m.
 - ii) The regular evening shift shall not normally commence before 4:00 p.m., but in any case shall not commence before 3:30 p.m.
 - (b) All employees covered by this Agreement shall be at the call of the School Board at any time when required, if available.
 - (c) All employees shall be allowed the following rest periods:
 - i) **Day Shifts** – employees, when working day shifts:
 - (a) Short Shift – shift of less than 4 hours – no rest periods shall be permitted.
 - (b) Mid Shift – shift of four (4) hours or more, but less than six (6) hours - shall be permitted one fifteen (15) minute paid rest period.
 - (c) Full Shift – shifts of six (6) hours or more - shall be permitted a fifteen (15) minute paid rest period in both the first and second half of their shift.
 - (d) In addition, employees shall be required to take an unpaid lunch break which shall be no less than one (1) hour nor be any longer than two (2) hours in duration.
 - ii) **Evening Shifts** – employees, when working evening shifts:
 - (a) Short Shift – shift of less than 4 hours – no rest periods shall be permitted.
 - (b) Mid Shift – shift of four (4) hours or more, but less than six (6) hours - shall be permitted one fifteen (15) minute paid rest period.
 - (c) Full Shift – shifts of six (6) hours or more - shall be permitted one thirty (30) minute paid rest period.
- Rest periods will normally be taken at the midpoint of the shift or shift segment. In any case, rest period times shall be pre-established by the employer. Employees will not be allowed to take their rest periods at times other than the pre-established times unless it is pre-approved by the employer.
- (d) The working day during the summer recess shall be seven and one-half (7 ½) hours daily between the hours of 7:30 a.m. and 4:00 p.m.
 - (e) Notwithstanding the above the employer agrees that all regular hours of work may be arranged in an alternative manner with the approval of the Custodial Supervisor, the Principal and the Secretary-Treasurer, or designate, provided the total hours worked is not reduced and the efficient operation of the school system is not hindered.
 - (f) An employee with approval to do snow removal on weekends shall bank straight time in lieu for all hours worked, to be taken at a mutually agreeable time prior to the start of the next school year.

ARTICLE 15. PERIOD OF EMPLOYMENT

- (a) New employees will be regarded as probationary for the first four (4) months of employment.
- (b) Employees employed on a ten (10) month basis will be guaranteed their return to employment after the summer vacation. 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, at least thirty (30) days prior to the 30th of June.

ARTICLE 16. 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 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 an 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 17. ANNUAL VACATION

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

<u>Years of Service</u>	<u>Vacation Entitlement</u>	
	<u>Employees hired Prior to September 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 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:
- 0 - 5 years - six (6%) per cent
 - 6 - 13 years - eight (8%) per cent
 - 14 - 21 years - ten (10%) per cent
 - 22 or more years - twelve (12%) per cent

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

- (f) Days not worked during the Christmas, Easter and Summer recess will be deducted from holiday pay entitlement.
- (g) Should an employee demonstrate, to the satisfaction of the Board, that the employee was admitted to a hospital as an "in-patient" during the course of the employee's vacation, the employee shall be considered to be on sick leave for such period of time, subject to the provisions of Article 10. Vacation time not taken as a result of the above shall be taken at a mutually agreeable later date.

ARTICLE 18. 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 1/174 of the monthly salary.
- (e) No overtime shall be paid unless the work concerned has been authorized by the Board or its officials.
- (f) All rentals shall be paid according to the provisions of Article 18(a).
- (g) After an employee has accumulated overtime, equivalent to twenty-four (24) hours of straight time, any excess time will be paid out to the employee.

ARTICLE 19. 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 20. CHANGES IN CLASSIFICATION

When a position not covered by the current Collective Agreement is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Board and the Union.

ARTICLE 20A. CLASSIFICATION

The duties of the employees covered by this Agreement shall be established from time to time by Management. Specifically, without limiting the duties, the various classifications shall be as follows:

- 1) **Employment Classifications** shall include the following:
 - i) **Permanent Employee** – shall mean an employee who has been permanently appointed to an established position and shall include permanent employees serving a probationary period.
 - ii) **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 Leave of Absence, Long Term Disability leave, or Workers Compensation leave.
 - iii) **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.

- 2) **Job Classifications** shall include the following:
 - i) **Head Custodian** - shall be the custodian appointed by the Board to be responsible for the supervision, assignment, and scheduling of his/her own duties and those of his respective custodial staff, and will ensure that his staff is scheduled for use in the most efficient manner. He/She shall hold a Building Operator "A", "B" or "5th Class Power Engineering" certificate.
 - ii) **Assistant Head Custodian** - shall be the custodian appointed by the Board to assist the Head Custodian and to assume all his responsibilities in the case of his/her absence. He/She shall hold a Building Operator "A", "B" or "5th Class Power Engineering" certificate.
 - iii) **Custodian** - shall be the employee designated as being under the supervision and control of the Head Custodian or the Assistant Head Custodian.
 - iv) **Caretaker** - shall be the employee designated as being under the supervision and control of the Head Custodian or the Assistant Head Custodian.

ARTICLE 21. 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) **Rounding** - Both monthly and hourly rates are quoted. Should a discrepancy occur due to rounding, the monthly rate will apply.
- c) **Custodians:**

	<u>Sept. 1, 2011</u>	<u>Sept. 1, 2012</u>
Start Rate:		
Monthly (Based on a 8 hour position)	\$ 3,411	\$ 3,530
Hourly	\$ 19.60	\$ 20.29
After 4 Months		
Monthly (Based on a 8 hour position)	\$ 3,522	\$ 3,645
Hourly	\$ 20.22	\$ 20.93

- d) **Caretakers:**

	<u>Sept. 1, 2011</u>	<u>Sept 1, 2012</u>
Start Rate:		
Monthly (Based on a 4 hour position)	\$ 1,490	\$ 1,542
Hourly	\$ 17.22	\$ 17.82
After 4 Months		
Monthly (Based on a 4 hour position)	\$ 1,510	\$ 1,563
Hourly	\$ 17.35	\$ 17.96

- e) **Payment over 12 Months** - All ten-month caretakers shall be paid over a twelve (12) month period.
- f) **Certificate Allowance**

After four (4) months of service, the following certificate allowances shall be paid to all permanent employees:

	<u>Sept. 1, 2011</u>	<u>Sept. 1, 2012</u>
<u>Building Operator "A", "B", or "5th Class Power Engineer" Certificates</u>		
Monthly	\$ 91.16	\$ 94.35
Hourly	\$ 0.52	\$ 0.54

Payment will not be made for more than one Certificate.

g) **Monthly Administration Allowance**

i) **Head Custodians**

	<u>Sept. 1, 2011</u>	<u>Sept. 1, 2012</u>
<u>MHHS & CHHS</u>		
Monthly	\$ 351.55	\$ 363.85
Hourly	\$ 2.03	\$ 2.10
<u>AMS, Crestwood & George Davison</u>		
Monthly	\$ 308.48	\$ 319.28
Hourly	\$ 1.76	\$ 1.82
<u>In charge of two (2) schools</u>		
Monthly	\$ 308.48	\$ 319.28
Hourly	\$ 1.76	\$ 1.82
<u>All Others</u>		
Monthly	\$ 236.30	\$ 244.57
Hourly	\$ 1.34	\$ 1.39

ii) **Assistant Head Custodians**

50% of Head Custodian administration allowance (Monthly) (Hourly)

This appointment will be made in those schools where there are three or more employed custodians and/or caretakers and where the shift system is in operation.

iii) Deductions for days missed and for days of Christmas recess, Easter recess and Summer recess (excluding Saturdays, Sundays and Statutory holidays) shall be based on the daily rate of the appropriate yearly rate.

iv) Part-time employees to be paid on a proportionate basis.

h) **Winter Clothing Allowance** - Head Custodians shall receive a winter clothing allowance in the amount of \$10.00 per month.

i) **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.

j) **Shift Differential** - A shift differential of one dollar (\$1.00) per hour shall be paid to all employees for evening shifts worked. For Shift Differential purposes, to be considered an evening shift, the shift must commence on or after 3:30 pm. Shift differential shall be paid to employees in the month following the receipt of their time sheet.

ARTICLE 22. 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 23. GENERAL PROVISIONS

- (a) **Death Benefit** - 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) **Pension** - 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) **Outside Work** - 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) **Context of Wording** - 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.
- (e) **Contracting Out** - All work or services performed by CUPE Custodial 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.

ARTICLE 24. IMPLEMENTATION OF AGREEMENT

It is understood and agreed that the salary of any employee as of 31st August, 2011 will not be reduced as a result of the implementation of this Agreement.

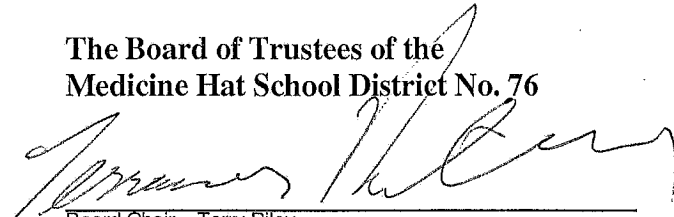
It is further understood that all adjustments in salary are to be made to only those employees on staff on date of ratification.

ARTICLE 25. DURATION OF AGREEMENT

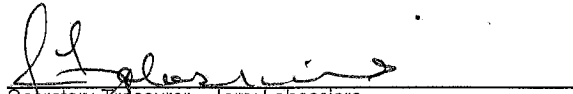
- (a) The Parties undersigned hereto, mutually agree to comply with and be governed by the conditions herein set out in this Agreement.
- (b) This Agreement shall remain in full force and effect from the 1st day of September 2011, and continue in full force and effect to the 31st day of August, 2013, 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, 2013, 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**



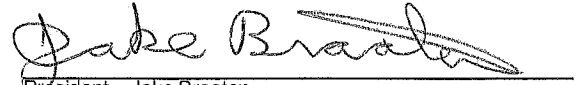
Board Chair – Terry Riley



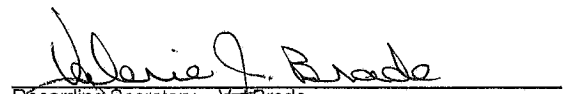
Secretary-Treasurer – Jerry Labossiere

Signed on behalf of


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



President – Jake Braaten



Recording Secretary – Val Brade



National Representative – Arden Aibus

Handwritten text at the top of the page, possibly a title or header.

Main body of handwritten text, consisting of several lines of cursive script.

Handwritten text in the middle section, possibly a signature or a specific note.

Handwritten text in the middle section, possibly a date or a reference.

Handwritten text in the lower middle section, possibly a signature or a specific note.

Handwritten text in the lower middle section, possibly a signature or a specific note.

Handwritten text in the lower section, possibly a signature or a specific note.

Handwritten text in the lower section, possibly a signature or a specific note.

Handwritten text in the bottom section, possibly a signature or a specific note.

Handwritten text in the bottom section, possibly a signature or a specific note.

LETTER OF UNDERSTANDING

JOB SECURITY

THIS AGREEMENT is made in duplicate this 28th day of June, 2011.

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
(CUSTODIAL STAFF)
(Hereinafter called "CUPE Custodial")

OF THE SECOND PART

THE PARTIES AGREE:

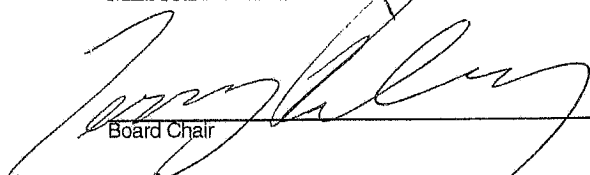
That all permanent ten month and twelve month employees, employed as of today's date, are guaranteed that jobs, employment security and hours of work will not be reduce during the term of this collective agreement.

The above does not preclude the reduction in staff through resignation, retirement or dismissal for cause.

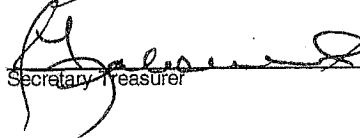
DATED at the City of Medicine Hat, in the Province of Alberta, this 28th day of June, 2011.

Signed on behalf of

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



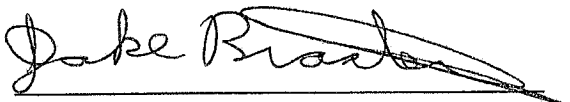
Board Chair

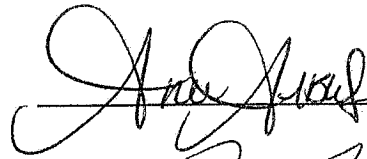


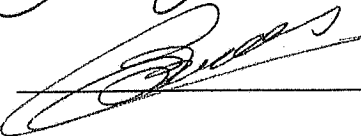
Secretary/Treasurer

Signed on behalf of

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 829 (CUSTODIAL STAFF)







LETTER OF UNDERSTANDING

ABSENTEEISM

THIS AGREEMENT is made in duplicate this 28th day of June, 2011.

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
(CUSTODIAL STAFF)
(Hereinafter called "CUPE Custodial")

OF THE SECOND PART

THE PARTIES AGREE:

Absenteeism

The Union agrees that excessive absenteeism is detrimental to the efficient operation of our schools and has to be controlled.

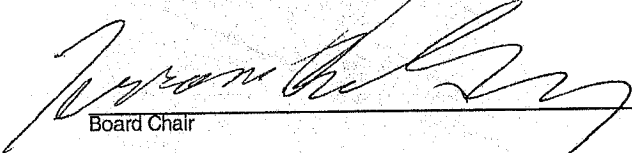
Therefore, the Union will support the Employer in administering their policies/practices when dealing with excessive absenteeism.

Furthermore the Union will fully support the Employer if disciplinary action, under the parameters of the Progressive Discipline Process, is given to any member where excessive absenteeism can be demonstrated.

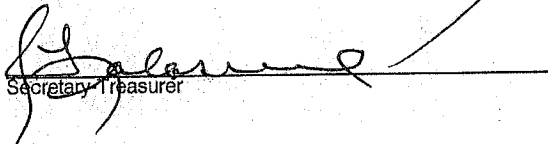
DATED at the City of Medicine Hat, in the Province of Alberta, this 28th day of June, 2011.

Signed on behalf of

THE BOARD OF TRUSTEES OF THE
MEDICINE HAT SCHOOL DISTRICT No. 76



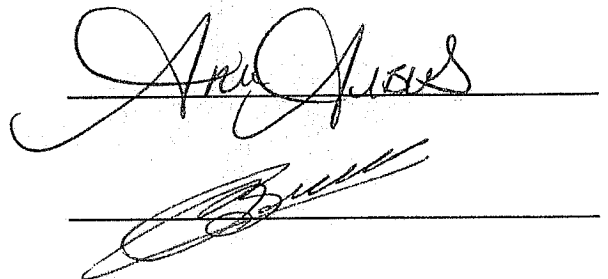
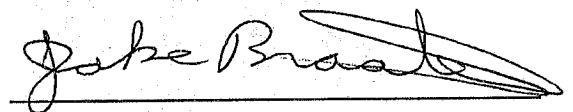
Board Chair



Secretary-Treasurer

Signed on behalf of

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 829 (CUSTODIAL STAFF)



LETTER OF UNDERSTANDING

PROGRESSIVE DISCIPLINE PROCESS

THIS AGREEMENT is made in duplicate this 28th day of June, 2011.

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
(CUSTODIAL STAFF)
(Hereinafter called "CUPE Custodial")

OF THE SECOND PART

THE PARTIES AGREE:

Progressive Discipline Process

Step 1 – there will be a meeting with the Custodial Supervisor, Head Custodian and/or Principal and the individual(s) involved. The Custodial Supervisor will:

- i) Keep notes regarding the concerns.
- ii) Will provide the individual a letter outlining the concerns, the corrective action to be taken and a time frame for improvement.
- iii) Will meet again prior to the expiration of the time frame for follow-up.
- iv) If concerns are not corrected progressive disciplinary action in the form of an Official Verbal warning will occur.

Step 2 – If the concerns are not resolved following Step 1, there will be a meeting with the Custodial Supervisor, Head Custodian and/or Principal, the Associate Superintendent of Human Resources, the individual(s) involved and Union Representation.

- i) Official Written Warning letter will follow.

Step 3 – If the concerns are not resolved following Step 2, there will be a meeting with the Custodial Supervisor, Head Custodian and/or Principal, the Associate Superintendent of Human Resources, the individual(s) involved and Union Representation.

- i) Suspension and/or final warning letter will follow.

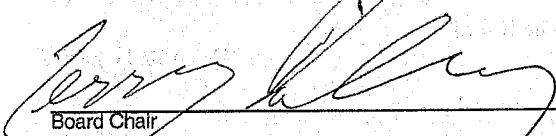
Step 4 – Termination.

Nothing in this Letter of Understanding will prevent the Board from exercising their rights under Article 6 (a).

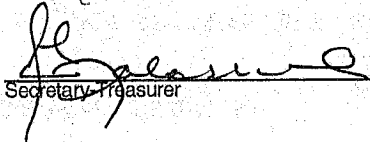
DATED at the City of Medicine Hat, in the Province of Alberta, this 28th day of June, 2011.

Signed on behalf of

**THE BOARD OF TRUSTEES OF THE
MEDICINE HAT SCHOOL DISTRICT No. 76**



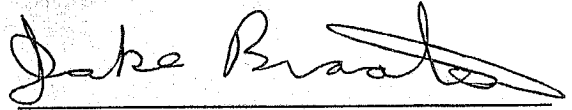
Board Chair

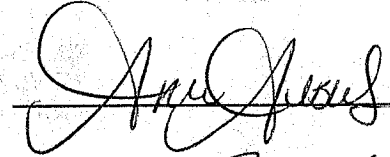


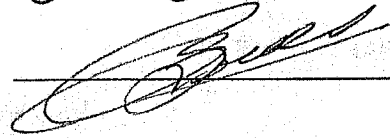
Secretary-Treasurer

Signed on behalf of

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 829 (CUSTODIAL STAFF)**







LETTER OF UNDERSTANDING

ROLE DESCRIPTION – Building Operator “A”, “B” or “5th Class Power Engineering”

THIS AGREEMENT is made in duplicate this 19th day of June, 2009.

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
(CUSTODIAL STAFF)
(Hereinafter called “CUPE Custodial”)

OF THE SECOND PART

THE PARTIES AGREE:

- The District has served notice to the Union that all postings after June 30, 2009 for either a Head Custodian or Assistant Head Custodian shall require a “Building Operator “A”, “B” or “5th Class Power Engineering” certificate. The Union accepts this as a reasonable condition for these positions.
- Head Custodian or Assistant Head Custodian positions posted between December 20, 2007 and June 30, 2009 will “prefer” candidates with the above qualifications as well as those who commit to obtaining one of the above certificates the earlier of, either
 - Twelve (12) months from date of appointment or
 - June 30, 2009.
- Those employees currently in a Head Custodian or Assistant Head Custodian position shall be grandfathered into that position; accordingly, if an employee does not have the certificate they will not have to forfeit their position. On the other hand, a grandfathered employee will not be able to move to another Head Custodian or Assistant Head Custodian position without meeting the certification requirements above.
- If none of the candidates have the above qualifications for the position of Head Custodian or Assistant Head Custodian the most senior candidate will be considered, conditional upon the candidate obtaining a “5th Class Power Engineering” certificate, twelve (12) months from the date of appointment.
- The Union agrees that all Head Custodian or Assistant Head Custodian postings shall be conditional upon the applicant obtaining one of the above certificates within the above time period, or without grievance, they will forfeit the position and the position shall be reposted. The forfeiting employee shall be returned to their previous position.


DATED at the City of Medicine Hat, in the Province of Alberta, this 19th day of June, 2009.


Signed on behalf of

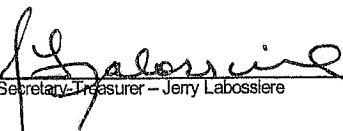
Signed on behalf of

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


CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 829 (CUSTODIAL STAFF)


Board Chair – Gitta Hashizume


Vice President – Willie Brees


Secretary-Treasurer – Jerry Labossiere


Recording Secretary – Janice Ritchie


National Representative – Peter Allibone

LETTER OF UNDERSTANDING

SHIFT DIFFERENTIAL

THIS AGREEMENT is made in duplicate this 30th day of Nov, 2011.

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
(CUSTODIAL STAFF)
(Hereinafter called "CUPE Custodial")

OF THE SECOND PART

THE PARTIES AGREE:

Shift Differential & Base Remuneration

Shift Differential Administration – We are not proposing any change in the administration of shift differentials but will explain the process so that there is no confusion as to how it will continue to be administered.

Current administrative practices for shift differential (SD) is as follows:

1. Shifts Worked – SD is only paid for shifts actually worked.
2. Shifts Not Worked – SD is not paid for statutory holidays, vacation days, sick days, or any paid or unpaid leave days – only base pay is paid on these days and only if they are paid leaves as provided for under the collective agreement.
3. Shift Coverage – as is specified in the collective agreement, SD is only paid on shifts that commence on or after 3:30 pm.
4. Day Shifts - Evening Custodians are often required to work day-shifts during the year, for example during the Christmas break, February break, Easter Break, during summer cleanup and occasionally at the employers direction (e.g. to cover a day custodian's shift). Shift differential will not be paid during these shifts and employees will not have the option to work the evening shift simply to retain the shift differential. This goes back to the basic point – "if you do not work an evening shift you do not receive the shift differential" and the "employer has the right to direct its work forces".
5. Employer Request – Occasionally the employer may request that an evening custodian come in early to help with something going on at the school. In these cases, if the request is approved by the District's Custodial Manager, and if the majority of the shift is still after 4:00 pm, then the employee will be paid the SD for the entire shift.
6. Vacation Pay – as a percent (%) is included on the employees pay cheque which the shift differential is paid. As such, vacation pay on SD is not banked nor included during the periods when vacations are actually taken. Only base pay is paid during vacation periods.
7. Receipt of SD – SD is paid in the month following the receipt of the time sheets. This is a timing matter – payroll is disbursed in a given month before the employer receives the

respective time sheets – accordingly, the shift differential is added to the subsequent months pay cheque.

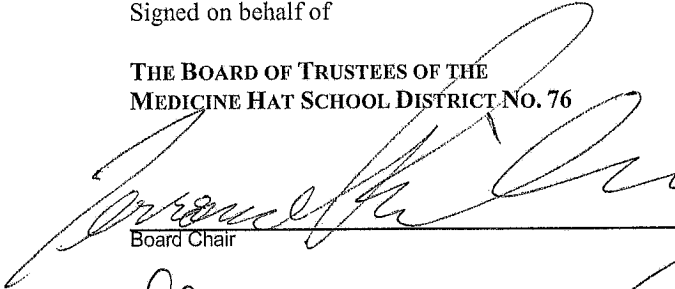
8. Pension - Shift Differential is currently included (at the discretion of the employer) to pensionable earnings for the purposes of LAPP.

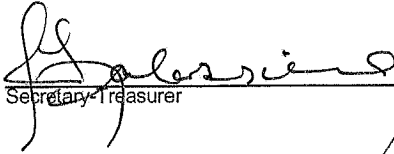
Remaining on Site for entire shift – We agree that it has been a long standing requirement that evening custodians must remain on school premises for their entire shift, including during their breaks (coffee-breaks and lunch). Nothing in the last collective agreement or to-date has changed that requirement.

DATED at the City of Medicine Hat, in the Province of Alberta, this 30th day of November, 2011.

Signed on behalf of

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


Board Chair


Secretary-Treasurer

Signed on behalf of

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 829 (CUSTODIAL STAFF)**

