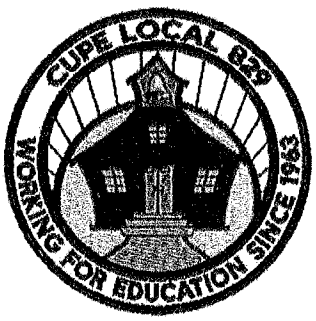
MEDICINE HAT CATHOLIC BOARD OF EDUCATION

COLLECTIVE AGREEMENT BETWEEN:

THE BOARD OF TRUSTEES FOR THE MEDICINE HAT CATHOLIC BOARD OF EDUCATION

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 829



September 1, 2016 – August 31, 2019

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THIS AGREEMENT IN EFFECT from September 1, 2016 to August 31, 2019 is made this 14 day of September, 2016.

BETWEEN:

THE BOARD OF TRUSTEES FOR THE MEDICINE HAT CATHOLIC BOARD OF EDUCATION,

Hereinafter called "the Employer",

OF THE FIRST PART,

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 829,

Hereinafter called "the Union",

OF THE SECOND PART.

ARTICLE 1 - PURPOSE

1.01 The parties to this Agreement mutually agree to comply with and be governed by the conditions as set out herein for the purpose of maintaining harmonious relations between the Employer and employees.

ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the Union as the sole bargaining agency for Labour Board Certificate 468-92.

2.02 The Employer agrees not to bargain collectively with any other organization affecting employees covered by this Agreement during the life of it.

2.03 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.

ARTICLE 3 - DEFINITIONS

3.01 Employee - When used in this agreement shall mean any employee covered by this agreement.

3.02 Regular employee - When used in this agreement shall mean an employee that is appointed to a position that has a schedule and works either full-time or part-time hours.

3.03 Regular full-time employee - When used in this agreement shall mean an employee that is appointed to a position that has a schedule of regular working hours of eight (8) hours per day, forty (40) hours per week

3.04 Regular part-time employee - When used in this agreement shall mean an employee who is appointed to a position that has a regular schedule that is less than forty hours of work per week.

3.05 Temporary employee - When used in this agreement shall mean an employee hired to:
a. work in a work overload for a period not to exceed eight months; or
b. to relieve a regular employee who is absent from work.

3.06 Regular schedule - When used in this agreement shall mean a schedule of hours of work.

3.07 Casual employee – Shall mean an employee who is not regularly scheduled but works on a call-in basis. Casual employees shall be paid at the start rate of pay for Custodian II.

ARTICLE 4 - UNION DUES

4.01 The deductions of union dues assessed by the Union shall be made from all employees covered by this Agreement, whether members of the Union or not. Such deductions shall be paid by the Employer to the Secretary-Treasurer of the Union by the 15th day of the following month.

ARTICLE 5 - BOARD PREROGATIVES

5.01 The Employer has the exclusive authority, power and responsibility to manage, operate, control and regulate its facilities, affairs and functions and retains those residual rights of management not specifically limited by the terms of this Agreement.

ARTICLE 6 - DISCRIMINATION

6.01 There shall be no discrimination by the Employer or Union in respect of any employee by reason of race, color, creed, age, national origin, political affiliation, sex or marital status, or whether an employee is or is not a member of the Union.

ARTICLE 7 - COMMITTEES AND REPRESENTATION

7.01 Bargaining Agent - shall mean those duly appointed representatives of the Union to discuss with a Committee of the Employer any and all matters affecting this Agreement and the Union. At Least one representative from the Custodial Staff of the Employer must be appointed. C.U.P.E.'s representative shall be permitted to represent the employee in any matters relating to the Agreement and the Union.

7.02 A Committee of the Employer shall mean the Committee or person or persons, appointed by the Employer to meet with the Bargaining Agent on all matters affecting this Agreement.

7.03 No individual employee or group of employees shall undertake to represent the Union at meetings with the employer 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 its officers and the union committee and the area over which they are responsible.

7.04 Labour Management Committee - It is mutually agreed that a Committee be formed consisting of three representatives of the Union with the following terms of reference:

a. To meet at least three (3) times per school year.
b. To discuss and recommend to the Employer and to the Union on matters relating to the welfare of the custodians and the efficient operation of the school system
c. To recommend revision of any clause of this Agreement should it be deemed wise to do so.

7.05 Any representative of the Union on a committee, who is in the employ of the Employer, or his/her representative shall have the privilege of attending committee meetings held within working hours without loss of remuneration.

ARTICLE 8 - SENIORITY

8.01 a. The seniority of a regular employee shall be established from the date when he/she last entered the service of the Employer on the custodial staff on a continuous basis.

b. All hours worked as temporary and casual will be calculated at full time equivalency for seniority when an Employee obtains a regular position.

c. 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 on a layoff that extends past twelve (12) months.

d. Seniority will not be lost but no further seniority will accrue when an Employee is on any leave after the first twelve (12) months.

e. Employees shall continue to accrue seniority for the twelve (12) months while on layoff recall as per Article 12.

8.02 The Employer agrees to prepare and mail (to the Secretary of C.U.P.E. Local 829), not later than January 31 of each year or at such time as may be mutually agreed upon, a list of names of all employees, showing their rate of pay and seniority standing, the latter being open to protest by employees for thirty (30) days from the date of such submission. Upon proof of error being established by a Union representative, correction shall immediately be made. The Employer shall supply the Union with a copy of the seniority list and corrections thereto.

8.03 An employee will be considered as probationary for the first six months worked. Employees appointed to the staff of the Division during the months of July and August in any year shall not commence their probationary period until the first day of the new school year.

ARTICLE 9 - APPOINTMENT

9.01 When a new position or vacancy occurs it shall be posted through Division for seven (7) working days, so all employees will have the opportunity to apply, and a copy of such posting shall be given to the Secretary of the Union. The Employer may simultaneously call for application for new positions or vacancies by advertising in a newspaper, however all internal applicants will be processed prior to externals.

9.02 Where qualifications and demonstrated ability to meet performance standards are met new positions or vacancies shall be filled on the basis of seniority. The name of the successful applicant shall receive general posting within seven (7) days following the date of the appointment. If, in the opinion of the Employer, none of the applicants on the staff have the necessary qualifications, a non-staff member may be appointed.

9.03 An employee who has been promoted shall be allowed forty-four (44) working days in which to prove himself/herself capable to fill the position concerned. If such an employee does not qualify within such time, he/she shall revert to his/her former position or status without loss of seniority, provided that if before the expiry of forty-four (44) working days it appears to the Employer and the Union that such employee is incapable of qualifying for such position, he/she may be required to revert to his/her former position or status before such time, without loss of seniority. The trial period may be extended by mutual agreement in writing.

9.04 An employee required to temporarily assume 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 of pay paid for such position retroactive to the first day of the acting appointment.

9.05 Whether or not a promotion is involved, the Employer shall have the right to transfer employees for the efficient operation of the Employer without loss of salary to the Employee.

9.06 The Employer, at its discretion, may appoint or move custodians to other schools.

9.07 Should a regular Employee apply for and receive a temporary position, upon completion they will revert back to their former position.

9.08 Vacancies for 30 working days or less will be filled by casual or temporary Employees.

Vacancies of 30 workings days or more will be posted as per Article 9.01 as temporary positions.

9.09 No regular employee will terminate his/her employment with the Employer without giving fifteen (15) days written notice to the Employer.

ARTICLE 10 - CLASSIFICATION AND DUTIES

10.01 A copy of these duties shall be available to the employees in each school, within the Administration Manual. Specifically without limiting the duties, the various classifications shall be as follows:

a. Head Custodian
Shall be those designated as being in charge of a school. They shall be responsible for the supervision, assignment and scheduling of the duties of their respective custodial staff and will ensure that harmonious and satisfactory team working conditions prevail, and further will ensure that the manpower of their staff is scheduled for use in the most efficient manner.

b. Custodian II
Are those custodians under supervision of a Head Custodian.

10.02 No employee shall be allowed to bring outside help (including relatives) in the course of the performance of her/his duties.

ARTICLE 11 – HOURS OF WORK

11.01 Hours of work during the week shall be distributed throughout the week according to a schedule prepared by the Head Custodian in conjunction with the Principal of the School concerned and approved by the Secretary-Treasurer of the Board.

Employees will be notified of the hours of work for the next school year by June 30 of the previous school year if there are changes to their schedule.

ARTICLE 12 – LAYOFF AND RECALL

12.01 In the event of reduction of staff, where qualifications and demonstrated ability to meet performance standards are met, then seniority shall govern with the employee who has the least seniority being laid off first. Employees laid off shall be recalled in order of seniority.

12.02 Employees shall be recalled in the order of their seniority providing qualifications and demonstrated ability to meet performance standards are met. No new employees shall be hired until those laid off have been

given an opportunity to recall. The acceptance must be in the hands of the Secretary-Treasurer or his/her delegate no later than seven calendar days from the date of recall and the employee must make himself/herself available for work as soon as his or her services are required. For the purpose of this Article an offer, acceptance, confirmation, statement or notification shall be in writing and may be sent by double registered mail.

12.03 A lay-off shall be defined as an involuntary reduction in the work force or a reduction in hours of work due to lack of work or discontinuance or reduction of a service.

12.04 The Employer shall, in writing, notify permanent employees who are to be laid off a minimum of twenty (20) working days before the layoff is to be effective.

12.05 Employees laid off will be placed on a recall list for twelve (12) consecutive months following the lay off.

12.06 Employees who are affected by lay-off may accept temporary or casual work which will not adversely affect their lay-off status and they will continue to have full recall rights and seniority status.

ARTICLE 13 - MEDICAL CERTIFICATE

13.01 Employees may be required to submit a certificate of health, based on the Physical Demands Analysis report for the employee's position. In such cases the cost of obtaining the certificate will be paid by the Employer.

ARTICLE 14 – SHIFT DIFFERENTIAL

14.01 A shift premium of one dollar and seventy-five cents ($1.75) per hour will be paid to an employee working between seventeen hundred (1700) hours and zero six hundred (0600) hours.

ARTICLE 15 - OVERTIME

15.01 Overtime is all time authorized by the Employer.

15.02 Time and one-half (1½) of regular salary shall be paid for the first four hours after eight (8) hours of work in a day and double time thereafter. Double time shall be paid for all hours on Saturdays and Sundays worked except for snow removal on weekends as determined in 15.07.

15.03 Double time shall be paid for emergency call outs as follows:

a. If the emergency callout is for less than one (1) hour, the employee will receive a minimum of one (1) hour's pay at double time.
b. If the emergency callout is for more than one (1) hour, double time shall be paid for the actual hours worked.

15.04 Unless mutually agreed by the Employee and the Employer, no Employee shall be required to take time off in lieu of overtime except as identified in 15.07 below.

15.05 Overtime will be calculated at the rate of the average number of hours worked per month divided into the monthly salary.

Example: 2,080 hours divided by $24,768.00 annual salary = $11.91 per hour x 1.5 = $17.86 per hour.

15.06 No overtime shall be paid unless the work concerned has been authorized by the Secretary-Treasurer.

15.07 Snow Removal – 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, according to the process developed by the Employer.

15.08 If a Statutory or Declared Holiday falls on an employee's regular working period and he/she is required to work by the Employer, he or she shall be paid at double (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.

ARTICLE 16 - REST BREAKS

16.01 Employees shall be entitled to paid rest breaks as follows:

a. Employees who work six or more hours per day shall be allowed two, fifteen-minute rest breaks. One fifteen minute rest break in the first half of the employees shift and one fifteen minute rest break in the second half of the employees shift.

b. Employees who work between four hours and six hours per day shall be allowed one fifteen minute rest break to be taken near the midpoint of the employee's shift.

c. Employees who work less than four hours do not receive a rest break during the shift.

ARTICLE 17 - ANNUAL VACATIONS

17.01 Vacation with pay shall be as follows:

a. after one (1) year's service - fifteen (15) working days;
b. after six (6) years service - twenty (20) working days;
c. after sixteen (16) year's service - twenty-five (25) working days.
d. effective September 1, 2008, after twenty-two (22) year's service – thirty (30) working days.
e. Less than one year of service – 1.25 days per month

17.02 Pay to carry on at regular rates during vacation period.

17.03 Statutory or declared holidays are not included in the vacation period.

17.04 Annual vacations will be taken during the months of July and August according to the schedule prepared by June 1st of each year and approved by the Employer. The choice of vacation time shall be in order of seniority in the District and/or in the school. Where it is agreed to, employees may choose to split their vacation into two (2) periods when they have twenty-day holiday entitlement or more.

a. Employees shall apply for vacation time prior to May 15th of each year to allow for preparation of the vacation schedule.

b. Choice of vacation shall be in order of seniority in the Division and/or in the School

c. Annual vacations will be taken between July 1 and up to five (5) working days before student are in class according to the schedule prepared by June 1st of each year and approved by the Secretary-Treasurer or designate.

d. When approved by the Secretary-Treasurer or designate, employees may choose to split their vacation into two periods.

e. With a minimum of one (1) months' notice, up to two (2) consecutive vacation days at any one (1) time can be requested throughout the school year and will not be unreasonably denied.

f. Additional consecutive vacation days may be considered for special circumstances.

17.05 The anniversary date for vacation shall be June 30th.

ARTICLE 18 - STATUTARY HOLIDAYS

18.01 The following shall be considered statutory holidays:

a.

New Year's Day	Victoria Day	Remembrance Day
Family Day (3rd Monday in February)	Canada Day	Christmas Day
Good Friday	Labour Day	Boxing Day
Easter Monday	Thanksgiving Day	

and all general holidays proclaimed by the City of Medicine Hat, the province of Alberta or the Government of Canada.

b. In addition, the following additional paid holidays shall be enjoyed by employees:

i. Christmas Eve Day – ½ day
ii. New year's Eve Day – ½ 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.

18.02 No deduction in wages or salaries of any employees shall be made on account of the above named holidays.

18.03 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. If school is in operation one (1) day shall be added to the employee's vacation.

18.04 Casual help does not qualify for the above benefits unless they meet the requirements of the Employment Standards Act as amended.

ARTICLE 19 - LEAVE OF ABSENCE

19.01 Special leave of absence without pay may be granted by the Employer to an employee for special circumstances, not vacation and is limited to two days maximum per circumstance, insofar as the regular and efficient operations of the system will permit, provided reasonable notice in writing has been given by the applicant to the Employer and will not be unreasonably denied.

19.02 The Employer agrees that leave of absence with pay, but with maintenance of seniority rights, shall be granted to any designated employee for conducting Union Business at large for a period not in excess of two (2) weeks at any one time without permission of the Employer. One (1) week's notice of such leave shall be required. The Union will reimburse the Employer for all associated costs.

ARTICLE 20 - COMPASSIONATE LEAVE

20.01 Compassionate leave with pay shall be granted by the Employer in case of leave of absence necessitated by:

a. the critical illness or death of spouse, child, parent, brother, sister, parent of spouse, sibling of a spouse, foster child, and also a relative who is a member of the employee's household, as follows:

i. up to and including five (5) working days for critical illness;
ii. up to and including five (5) working days for death. In the case of critical illness a certificate from a medical doctor may be requested before payment is made.

b. attending to an illness of a non-critical nature in the employee's household for not more than two (2) days in the school year.

c. attending to a spouse or a child, who are also members of the employee's household, requiring medical treatment not available in Medicine Hat for not more than two (2) days per instance for a maximum of four (4) days in a school year. Evidence of attendance may be required before payment is made.

d. The funeral of grandparents, grandchild and in-laws; two (2) working days.

e. For attendance at the funeral of uncle, aunt, first cousin, nephew, niece, spouse's grandparent, uncle or aunt of spouse, nephew/niece of spouse; one (1) working day.

f. For acting as a pallbearer: one day.

g. The Superintendent of Schools may approve additional compassionate leave.

ARTICLE 21 - MATERNITY LEAVE & PARENTAL LEAVE

21.01 a. Employees are entitled to maternity leave for a period of up to 52 weeks commencing on a date of her choosing but no later than the birth of the baby. Maternity leave shall be without pay or board contribution to benefit premiums or Health Spending Account except in (iii) below.

b. Where possible, at least six weeks prior to the commencement of the leave, written notice of intent to take such leave will be forwarded to the Secretary-Treasurer or designate along with a certificate from a physician stating the anticipated date of delivery.

c The Employer shall implement a Supplementary Unemployment Benefits plan (hereinafter referred to as "The Plan") that will cover all female employees eligible for sick leave benefits. The Employer agrees to pay, during the health-related portion of maternity leave after the birth of the child, a supplementary unemployment benefit which shall provide employees on maternity leave with an amount so that the total amount received by the employee from Employment Insurance plus the payment received by the Employer does not exceed 95% of the employee's normal gross earnings.

The Plan shall only be payable for days on which the employee would have worked had she not been absent on maternity leave. The Plan will be paid for the duration of absence from duties for a health reason relating, to pregnancy during maternity leave up to a maximum of ninety (90) consecutive calendar days or, the accumulated sick days earned by the employee; whichever is less.

To access the Plan, the employee must:

i. Prove that they have applied for and are in receipt of EI benefits and that they are incapable of working because of a disability related to pregnancy;
ii. Provide a medical certificate from the employee's attending medical practitioner specifying the health related period (ie the period of time the employee is not

physically capable of performing employment duties in relation to their pregnancy) of the employee's maternity leave;

iii. Provide proof of the waiting period and weekly earnings from EI. The Plan is payable for a period during which an employee is not in receipt of EI benefits if the only reason for non-receipt is the claimant is serving the two week EI waiting period.

e. The Board shall pay the portion of the employee's benefits plan premiums or Health Spending Account as specified in Article 24.02 of the Collective Agreement for the health related portion of the maternity leave.

f. At least four weeks prior to the date on which the employee intends to return to work written notice must be forwarded to the secretary-treasurer or designate.

g. Following the leave an employee shall be returned to the position held at the commencement of the leave or to a mutually agreed upon position. Failing mutual agreement the Employer shall assign the employee to a position similar to that held at the commencement of leave.

h. For the purpose of this leave, medical certification of proof of pregnancy, birth and requirement for sick leave may be provided by a doctor or a midwife.

PARENTAL LEAVE

21.02 a. Upon request, the Employer shall grant parental leave for a period of up to 37 weeks. The leave shall be without pay or board contribution to benefit premiums or Health Spending Account as specified in Article 24.02 of the Collective Agreement. The parental leave must be completed within fifty-two (52) weeks of the birth of the child.

b. Whenever possible, written notice of intent to take such leave must be forwarded to the Secretary-Treasurer or designate at least six weeks prior to commencement of the leave.

c. In the case of adoption, if six weeks' notice are not possible, the employee shall provide as much notice as possible prior to the placement of the child.

d. Written notice of intent to return to work shall be provided to the Superintendent or designate at least four weeks prior to the date on which the employee intends to return to work.

e. Following the leave, the employee shall return to the position occupied at the commencement of the leave or a mutually agreed position. Failing mutual agreement the Employer shall assign the Employee to a position similar to that held at the commencement of the leave.

ARTICLE 22 - JURY DUTY AND COURT SERVICE

22.01 The Employer shall pay an employee who is required to serve as a juror or court witness the difference between his/her normal earnings and the payment he/she received for jury service or as a court witness. The employee shall present proof of service and the amount of pay. An employee acting as a voluntary witness shall not be paid the difference between his/her normal earning and any jury or witness fee.

ARTICLE 23 - SICK LEAVE

23.01 Annual sick leave, with pay, will be granted to an employee for the purpose of obtaining necessary medical or dental treatment because of accident, sickness or disability, in accordance with the following schedule.

a. In the first year of service with the Employer, all employees shall be entitled to full pay during sickness for a period of eighteen (18) working days in the current year. After one (1) year of service ninety (90) calendar days.

23.02 After ninety (90) calendar days of continuous absence due to medical disability, no further salary and benefits shall be paid and the Alberta School Employee Benefit Plan shall take effect, if the Employee is covered by the plan and their claim is approved by ASEBP.

23.03 Where an employee has suffered an illness and/or has been paid under the provisions of the Alberta School Employee Benefit Plan, upon his/her return to full time duty, he/she shall be entitled to an additional sick leave benefit in the current year in accordance with the following schedule to a maximum of:

a. Less than one (1) year of service - nil
b. After one (1) year of service - 90 calendar days.
c. After each subsequent absence in the same school year, the 90 calendar days shall not be reinstated until the employee has been actively at work for ten (10) consecutive days unless the absence is a result of a new medical condition confirmed by a medical doctor.

23.04 When an employee leaves the employ of the Employer, all sick leave shall be cancelled.

23.05 The credit of an employee on leave of absence will not be altered because of his/her absence from work for a period not exceeding one year.

23.06 An Employee shall not be granted sick leave with pay during any period which he/she is on leave of absence without pay in accordance with Article 20 or under suspension.

23.07 Before any payment is made under the foregoing, the employee shall provide:

a. A declaration, on a form to be provided by the employer, where the absence is for a period of two (2) days or less.

b. 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 Canadian or a Provincial Dental Association where the absence is for a period of over two (2) days. Where successive sick days straddle a weekend, the weekend days will be included in the days counted as absent for the purposes of this article, however, weekend days will not be deducted from the banked sick days.

c. Notwithstanding the above, the employer reserves the right to require a medical certificate on the first day of illness.

d. When the sickness extends for a period of over one month, the employee may, at the discretion of the Employer, be called upon to furnish a further medical certificate at the end of each month during the duration of the sickness.

ARTICLE 24 - SUPPLEMENTATION OF COMPENSATION BOARD

24.01 If an employee is prevented from performing his/her 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 Employer 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 Employer will equal 100% of the employee's regular wage. The supplementation by the Employer will not be for a period in excess of six (6) months.

ARTICLE 25 - SALARIES

25.01 The salary schedule as set out in Schedule B, which is attached to and forms part of this Agreement, shall be applicable to all employees covered by this Agreement on the dates and year indicated.

25.02 Provisions of the Agreement in respect of salary, sick leave benefits, vacations and statutory holidays and all other benefits, shall be applicable to part-time employees on a pro-rata basis and shall receive each year only that proportion of salary and benefits that their period of actual service in the year bears to a year of full-time service.

25.03 Payday shall be on the last banking Friday of each month with the exception of December and June when employees will be paid on the last teaching Friday. All employees shall be given an advance of 50% of monthly earnings on or about the 15th of each month. Advance pay for the annual vacation period may be obtained by written request.

25.04 In the event of the death of any regular employee, the dependent or dependents of the employee shall be paid the salary for the current month and also the salary for the following month.

25.05 All employees will receive the rate of pay for the job they are doing as outlined in the wage schedule.

25.06 Employees qualifying for a bonus under Schedule B will receive the bonus beginning the first day of the month next following the completion of the course and the presentation to the Employer's Secretary-Treasurer of the certificate indicating successful completion of the course.

25.07 Custodial Maintenance Course means a course approved by the Employer.

25.08 Those employees obtaining the certificate, as set out above shall have the allowance(s) included in their basic salary for the purpose of calculating overtime.

25.09 Anniversary Date for the Purpose of Salary Review - Any persons starting during the period from the first to the fifteenth day of the month shall have an anniversary date on the first day of that month. Any persons starting during the period after the fifteenth day of the month shall have an anniversary date on the first day of the following month.

ARTICLE 26 - GROUP BENEFITS

26.01 When enrolment and other requirements for group participation in various plans have been met, the Employer will sponsor such plans to the portion agreed upon, and such sponsorship shall not exceed that which is authorized or accepted by the benefit agency.

26.02 The Employer agrees to contribute towards the following plans to the extent indicated below:

a. ASEBP or equivalent, Plan D, Schedule II - 100% of monthly premiums
b. ASEBP or equivalent, Extended Health Plan I - 100% of monthly premiums
c. ASEBP or equivalent, Dental Plan III - 100% of monthly premiums.
d. The Employer will establish for each Regular or Temporary Employee working .5 or more FTE a Health Care Spending Account that adheres to Canada Customs and Revenue Agency requirements. The Employer will contribute $41.67per month for each full time equivalent Regular and Temporary Employee. This amount will be pro-rated for Employees employed less than full-time with the Employer. The unused balance will be carried forward for a total accumulation of two years. Employees leaving the employ of the Employer will forfeit any remaining balance.

26.03 All employees shall participate in the aforementioned ASEBP or equivalent Life and Long-Term Disability Plan on the first day of eligibility.

26.04 The agreed sharing of premium costs of benefits provided herein includes rebates made to the Employer under the Unemployment Insurance Regulations; and that no further adjustment is intended to be passed on to employees entitled to the benefits as provided.

26.05 Should the Employer decide to change the carrier of any health benefit supplied by the ASEBP, the employer will notify the union within 60 days and seek the unions input.

ARTICLE 27 - PENSIONS AND RETIREMENT

27.01 The Employer agrees that all eligible employees covered by this Agreement shall be covered under the Local Authorities Pension Plan subject to the plan's eligibility and the Employer's Administrative Procedures.

27.02 Participation in the Local Authority Board Pension Plan is obligatory after one (1) year of employment for all employees.

ARTICLE 28 - DISMISSALS AND TERMINATIONS

28.01 Except in cases when the Employer considers that an Employee's conduct warrants immediate dismissal, the practice shall be to warn the Employee in writing and a copy of the warning must be filed with the Union.

28.02 Should an employee be dismissed, suspended or demoted and it is later established that such dismissal, suspension or demotion was unfair and not in accordance with the provisions of this Agreement, he or she shall be compensated for net loss of earnings suffered by reason of such dismissal, suspension, or demotion, subject to the findings of an Arbitration Board.

28.03 The Secretary-Treasurer or such other person as the Employer may designate may suspend or warn an employee for cause deemed sufficient pending review by the Employer.

28.04 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 has not received any disciplinary warning or suspension.

ARTICLE 29 - GRIEVANCE PROCEDURE

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

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

29.03 a) Any aggrieved employee will submit the grievance through the Union.
b) At each step of the grievance procedure, the grievor(s) shall be present together with the Union.

29.04 An earnest effort shall be made to settle grievances fairly and promptly in the manner hereinafter described:

STEP1

The Employee, will first seek to settle the dispute with the Employer's immediate supervisor on an informal basis within twenty (20) days following the date of the occurrence giving rise to the complaint. The supervisor shall have three (3) days to respond to the complaint.

STEP 2

Failing satisfactory settlement, and within ten (10) days after the response in Step 1 from the supervisor, the grievance may be submitted to the Secretary-Treasurer or his delegate.

The grievance shall be in writing and must include a statement of the following:

a. the name(s) of the aggrieved;
b. the nature of the grievance and the circumstances out of which it arose;
c. the remedy or correction the Employer is to make; and
d. the Section(s) where the Agreement is claimed to be violated.

A meeting between the parties shall take place, within ten (10) days of the receipt of the grievance, with the decision of the Secretary-Treasurer being rendered in writing within five (5) following the meeting.

STEP 3

Failing settlement at Step 2, and within ten (10) days after receipt of the written response from the Secretary-Treasurer in Step 2, the grievance may be submitted to the Chairman of the Board, or his/her delegate, in writing as aforementioned.

A meeting between the parties shall take place, within ten (10) days of receipt of the grievance, with the decision of the Chairman (or delegate) being rendered in writing within ten (10) days following the meeting.

STEP 4

Failing settlement at Step 3, the grievance may be processed by either of the parties to Arbitration as hereinafter provided.

29.05 The purpose of the grievance provisions is to ensure that any grievance is processed in an expeditious manner, therefore compliance of the provisions is mandatory. If the respondent fails to comply with the provisions the grievance may be processed to the next step. If the grievor fails to comply with the provisions the grievance shall be considered abandoned.

29.06 A discharge grievance or a Union grievance may be filed in writing within twenty (20) days of the event giving rise to same, and shall commence at Step 2.

a. An Employer grievance may be filed in writing within twenty (20) days of the event giving rise to same and shall be submitted to the Union's Local President.
b. Failing settlement in Step 3 either party may submit the grievance to arbitration as hereinafter provided.

ARTICLE 30 - ARBITRATION

30.01 Any dispute of grievance that has been processed through all steps of the Grievance Procedure and is in accordance with the time limits specified (unless time limit changes were agreed to), may be referred to a Board of Arbitration as hereinafter outlined.

30.02 Either party who feels a satisfactory settlement has not been reached may, within thirty (30) working days (not including Saturdays, Sundays, or Named Holidays) of receipt of the decisions of the Chairman of the Board of the Employer request the formation of a Board of Arbitration, by notifying the other party in writing by registered mail of its desire to arbitrate, at the same time submitting the name of the person nominated by them to be their appointee on the Arbitration Board.

30.03 Within fifteen (15) working days (not including Saturdays, Sundays or Named Holidays), the party receiving the above notice shall notify the above appointee and the other party of its appointee to the Arbitration Board.

30.04 The two (2) appointees so selected shall, within a period of fifteen (15) working days (not including Saturdays, Sundays or Named Holidays), select a third person to act as the Arbitration Chairman, or if the appointees fail to agree on a third person to act as the Arbitration Chairman within fifteen (15) working days (not including Saturdays, Sundays or Named Holidays), the appointment shall be made by the Minister of Labour upon the request of either the Board or the Union, time limits as above specified may be extended for such times as are agreed to by the Employer and the Union in writing.

30.05 The Arbitration Board shall hear and determine the difference and shall issue an award in writing. The decision of the Arbitration Board is final and binding upon the parties and upon any employee affected by it.

The decision of a majority of the Arbitration Board members is the Award of the Arbitration Board, but if there is not a majority, the decision of the Arbitration Chairman governs and it shall be deemed to be the award of the Arbitration Board.

30.06 Each party to the difference shall bear the expense of its respective appointee to the Arbitration Board and the two parties shall bear equally the expenses of the Arbitration Chairman.

30.07 The Arbitration Board:

a. shall not have power to alter or amend any provisions of the Collective Agreement, or to substitute any provisions or to give any decision inconsistent with the terms of this Agreement.
b. shall have jurisdiction to determine whether the grievance presents an arbitrable issue;
c. is limited in its jurisdiction to dealing only with the matters specifically raised in the grievance.

30.08 Where the board decides that an employee has been suspended or dismissed unjustly, the Arbitration Board:

a. may direct the Employer to reinstate the employee and pay to the employee a sum equal to his wage loss and/or benefits and seniority by reason of his suspension or dismissal, less any monies earned by the employee during his period of suspension or dismissal or such lesser sum as, in the opinion of the Arbitration Board, is fair and reasonable.

ARTICLE 31 - GENERAL

31.01 Any employment undertaken by an Employee other than with the Employer which becomes detrimental to the performance of his normal duties may be subject to discipline under the Rules of Employment. All other employment must be reported to the Secretary-Treasurer or designate.

ARTICLE 32 - TERM OF AGREEMENT

32.01 The parties undersigned hereto mutually agree to comply with and be governed by the conditions herein set out in this Agreement.

32.02 This Agreement shall remain in full force and effect from the 1st day of September 2016 and continue in full force and effect to the 31st day of August, 2019 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 in the one hundred and twenty (120) day period prior to the expiry date of August 31, 2019, or the expiry date in any subsequent year.

32.03 Following written notification per Article 30.02 the parties shall meet within one month at which time proposed amendments will be presented and dates set to commence negotiations for a new collective agreement.

32.04 The wording and figures contained in the Articles and Schedules of this Agreement shall not be changed by either party, except through mutual agreement.

32.05 All salaries and allowances contained in this Agreement are effective on the dates listed in Schedule B.

ARTICLE 33 - NO CESSATION OF DUTIES

33.01 During the term of this Agreement, neither the Union nor any of its representatives nor any employees shall take part in or call or encourage any strike, which includes any work-to-rule arrangement or any suspension of work against the Employer which shall in any way affect the operations of the Employer, nor shall the Employer engage in any lockout during the term of this Agreement.

ARTICLE 34 - DATE OF AGREEMENT

IN WITNESS WHEREOF the parties hereto have executed this Agreement this 11 day of OCTOBER A.D., 2016 by affixing hereto the signatures of their proper officers on their behalf.

On behalf of
MEDICINE HAT CATHOLIC BOARD
OF EDUCATION

[redacted]

On behalf of
CANADIAN UNION OF PUBLIC
EMPLOYEES Local 829

[redacted]

SCHEDULE A

Medicine Hat Catholic Board of Education

RULES OF THE EMPLOYER

The following acts and conditions are contrary to the rules of the Employer, and infractions will result in the maximum penalties as outlined.

1. Smoking and striking matches in areas where smoking is prohibited:

   1st offence - 3 days suspension or warning
   2nd offence - immediate discharge

2. Theft of Employer property or property of pupils or that of fellow worker:

   1st offence - immediate discharge

3. Refusal to conform to normal matters of work assignment.

   1st offence - warning
   2nd offence - 3 days lay-off or warning
   3rd offence - immediate discharge

4. Immoral conduct or indecency:

   1st offence - immediate discharge

5. Habitual absenteeism without reasonable cause:

   1st offence - warning
   2nd offence - 3 days lay-off or warning
   3rd offence - immediate discharge

6. Gambling or drinking on Employer premises:

   1st offence - immediate discharge

7. Activities which might tend to a) undermine discipline b) create disturbance c) cause unrest:

   1st offence - warning
   2nd offence - 3 days lay-off or warning
   3rd offence - immediate discharge

8. The above list is intended solely as a guideline, dismissal may occur in the case of a single offence or one that is deemed to be serious in nature or a combination of unrelated offences.

SCHEDULE B

Effective **the following dates** all classifications, allowances and bonuses shall be as follows:

SALARY

	Monthly Start	Hourly Start	Annual Full Time	Monthly After 6 Months	Hourly after 6 Months	Annual Full Time
Head Custodian I						
September 01, 2016	3938	22.72	47256	4051	23.37	48612
September 1, 2017	3977	22.94	47724	4092	23.61	49104
September 1, 2018	4017	23.18	48204	4133	23.84	49596
Custodian II						
September 01, 2016	3717	21.44	44604	3829	22.09	45948
September 1, 2017	3754	21.66	45048	3867	22.31	46404
September 1, 2018	3792	21.88	45504	3906	22.53	46872

HEAD CUSTODIAN ALLOWANCES

a. Group Classification Based on Personnel Supervised

Head Custodian

Head Custodian I Allowances No. Supervised	**September 1, 2016**	**September 1, 2017**	**September 1, 2018**
1	51.51	52.03	52.55
2	103.02	104.05	105.09
3	154.53	156.08	157.64
4	206.04	208.10	210.18
5	257.55	260.13	262.73
6	309.06	312.15	315.27

b. Monthly Allowance

Monthly allowances for Head Custodians will be rolled into the basic salaries.

BONUSES

In addition to salaries, the following bonuses will be paid to any employee, during the term of this Agreement as follows:

a. Holder of Certificate of Maintenance

b. Holder of Alberta Building Operators Certificate B

	September 1, 2016	September 1, 2017	September 1, 2018
Certificate of Maintenance	53.62	54.16	54.70
Building Operator B	67.66	68.34	69.02

LETTER OF INTENT – JOB SECURITY & CONTRACTING OUT

Between the Medicine Hat Catholic Board of Education and the Canadian Union of Public Employees, Local 829.

The parties agree to extend the provisions of this Letter of Intent Re: Job Security & Contracting Out to August 31, 2019.

In order to provide job security for the members of the bargaining unit, the Medicine Hat Catholic Board of Education agree that all work or services provided by CUPE Local 829 shall not be subcontracted, transferred, leased, assigned or conveyed, in whole, to any other plant, person, company, or non-unit employee during the duration of this agreement.

This letter of intent will become null and void effective August 31, 2019 regardless of the status of the collective agreement.

Signed in Medicine Hat, Alberta this 11 day of OCTOBER, 2016.

Signed on behalf of the Employer

[redacted]

Signed on behalf of the Union

[redacted]

LETTER OF INTENT - ABSENTEEISM

Between the Medicine Hat Catholic Board of Education and the Canadian Union of Public Employees, Local 829.

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 Rules of the Employer is given to any member where excessive absenteeism can be demonstrated.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this 11 day of OCTOBER, A.D., 2016 by affixing hereto the signatures of their proper officers on their behalf.

On behalf of MEDICINE HAT CATHOLIC BOARD OF EDUCATION

[redacted]

On behalf of the CANADIAN UNION OF PUBLIC EMPLOYEES

[redacted]

LETTER OF INTENT - GOOD FAITH RECONSIDERATION

If prior to August 2019 the government makes any increase to the Plant Operations and Maintenance grants, that is not targeted funding, the parties agree to meet within thirty (30) days to discuss the implication of the changes.

This Letter of Intent will become null and void effective August 31, 2019 regardless of the status of the Collective Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this 11 day of OCTOBER, A.D., 2016 by affixing hereto the signatures of their proper officers on their behalf.

On behalf of MEDICINE HAT CATHOLIC BOARD OF EDUCATION

On behalf of the CANADIAN UNION OF PUBLIC EMPLOYEES