COLLECTIVE AGREEMENT

B E T W E E N:

THE MEDICINE HAT PUBLIC BOARD OF EDUCATION

OPERATING AS THE

Medicine Hat Public School Division

- AND -

CUPE

Canadian Union of Public Employees

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 829

SEPTEMBER 1ST, 2019 to AUGUST 31ST, 2023

LOA COVID 19 - Added April 1, 2020
LOU NON Certified Classroom Supervisors - Added October 15, 2020
LOA National Day for Truth and Reconciliation - Added August 20, 2022
LOA Overtime for Snow Removal - Added October 5, 2021
LOA Temp Extension of Emergent Medical in Emp House Due to COVID - Added Nov 30, 2021

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COLLECTIVE AGREEMENT

THIS AGREEMENT made on 22th day of January of 2020.

BETWEEN:

The Medicine Hat Public Board of Education
(Operating as The Medicine Hat Public School Division)

(Hereinafter called "the Employer")

OF THE FIRST PART

- and -

Canadian Union of Public Employees
Local 829

(Hereinafter called "the Union")

OF THE SECOND PART

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

The effective date shall be from the first day of September 2019, unless otherwise specified.

ARTICLE 1 PURPOSES

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 its Employees.

ARTICLE 2 MANAGEMENT RECOGNITION

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

ARTICLE 3 UNION RECOGNITION

3.01 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 number 172-2018 and as per authority granted by The Labour Relations Code and the decision of the Labour Relations Board.

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

3.03 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.

3.04 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 the officers and the Union Committee and the area over which they are responsible.

3.05 The Employer will endeavor to provide all new Employees with an information package supplied by the Union.

ARTICLE 4 BULLYING, DISCRIMINATION OR HARASSMENT

4.01 The Employer and the Union recognize the right of all Employees to work and conduct business and otherwise associate free from bullying, discrimination, harassment or sexual harassment.

4.02 No Employee shall be bullied, discriminated, harassed or sexually harassed against on account of their being a member of a Trade Union or filling any position therein.

4.03 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 or any other protected ground in Alberta Human Rights Legislation of that person or of any other person.

4.04 The Employer agrees that no Employee shall be subject to bullying, discrimination, 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.

4.05 For the purposes of this Article bullying will be described as intentional or repetitive acts or verbal comments that could hurt or isolate a person in the workplace.

4.06 For the purposes of this Article harassment will be described as offensive comments and or actions which demean and belittle an individual and or cause personal humiliation. This definition includes sexual harassment.

ARTICLE 5 UNION DUES

5.01 The Employer shall deduct from every Employee covered by this Agreement, any dues, initiation fees, or assessments levied by the Union on its members.

5.02 Deductions shall be forwarded in one cheque to the Secretary Treasurer of the Union not later than the 15th day of the following month for which the dues were levied. The cheque shall be accompanied by a list of names, addresses, home phone numbers, classifications and eligible earnings of Employees from whose wages the deductions have been made.

5.03 The Union agrees to indemnify and save the Employer harmless from any liability or action out of the operation of this Article.

ARTICLE 6 COLLABORATIVE DIALOGUE COMMITTEE

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

(1) To meet at the request of either party.

(2) To discuss and recommend to the Employer and to the Union on matters relating to the welfare of the Employees and the efficient operation of the school system.

ARTICLE 7 GRIEVANCE PROCEDURE

7.01 All grievances between the Employer and the Employees of the Union shall be settled in the following order:

(1) Step 1 – Discussion with direct Supervisor

The Employee(s) concerned shall first discuss the matter with their direct Supervisor.

(2) Step 2 – Written Grievance

If the matter is not resolved the Union may take the matter up in writing with the Secretary Treasurer within fifteen (15) working days from the latter of

(a) the date of the incident giving rise to the grievance or

(b) from the date the griever(s) first had knowledge of the incident.

The submission shall set out the nature of the grievance, the specific article in the collective agreement that is being grieved and the remedy sought.

Grievance Meeting/Administrative Ruling

The Secretary Treasurer shall hold a meeting within fifteen (15) days of the submission with Human Resources, the Union and the Employee(s) concerned present and shall render a decision in writing within ten (10) working days following the grievance meeting.

(3) Step 3 – Board of Trustees

If the grievance is not settled at Step 2, then the Union, within fifteen (15) days of receiving the Step 2 decision, shall file the grievance in writing to the Board. Within fifteen (15) days of receiving the grievance, the Board shall hold a meeting with the Union and the Employee(s) involved. The Board shall render its decision in writing within ten (10) days after hearing the said grievance.

(4) Step 4 – Arbitration

If the grievance is not settled at Step 3, then the matter may be referred by either party within thirty (30) days of the date the Board hands down its decision, to an Arbitration Board under the provisions of The Alberta Labour Relations Code.

7.02 Arbitration

(1) 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.

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

(3) If the parties to the Agreement cannot agree on an arbitrator, or the Employer 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.

(4) 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 Arbitration Board.

(5) Each party to the grievance shall bear the expense of its respective appointee to the Arbitration Board and the parties shall bear equally the fees and expenses of the Chairperson.

7.03 Time limits fixed in the Grievance and Arbitration procedures may be extended by mutual agreement of the parties, in writing, which shall include email communications.

7.04 For the purposes of this Article days shall exclude Saturdays, Sundays and Statutory holidays.

ARTICLE 8 DISCIPLINE PROCEDURE

8.01 When the Employer considers that an Employee's conduct warrants immediate suspension or dismissal, the practice shall be to inform the Employee in the presence of the Union.

8.02 Should an Employee be dismissed, suspended, laid off or demoted, and it is later established that such dismissal, suspension, lay-off or demotion was unfair or not in accordance with the provisions of this Agreement, they shall be immediately returned to their former status in all respects and shall be compensated for their net loss of earnings suffered by reasons of such dismissal, suspension, lay-off or demotion.

8.03 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 they have not received any disciplinary warning or suspension.

8.04 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 the Employee.

For the purposes of day-to-day Employee management custodians and caretakers are directed and supervised by the Head Custodian. The Head Custodian has dual reporting lines to the Custodial Services Supervisor and the School Principal.

ARTICLE 9 SENIORITY

9.01 Seniority shall not operate on a bargaining wide basis. Seniority rights and/or privileges shall be applied on a Group by Group basis. The groups are defined in Article 21.

9.02 Seniority is defined as the length of continuous service with the Employer and shall be established from the date when the Employee last entered the permanent service of the Employer.

(1) Educational Assistant Group – For this group only seniority shall include service with the Employer prior to the certification of the Union for those Employees who had permanent status on or before September 1, 2010.

(2) When a temporary Employee works to the end of June in a given school year, and when that Employee is hired for the subsequent year on a probationary or permanent contract, then the temporary work in the first year shall be included for seniority purposes. This clause does not take effect until September 1, 2015.

9.03 The Employer 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 clarification by Employees for sixty (60) days from the date of the submission.

9.04 Upon proof of error being established by the Union, correction shall be made within (15) working days. The Employer will supply the Union with a copy of the seniority list and correction thereto.

9.05 Seniority shall be lost if any of the following occurs:

(1) The Employee does not complete their probationary period, as identified in Article 10.

(2) The Employee is discharged for just cause and is not reinstated.

(3) The Employee resigns in writing.

(4) 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.

(5) The Employee fails to report to work within five (5) working days following a recall. An extension may be granted by mutual agreement between the Employer and the Employee.

(6) The Employee is not recalled to work as follows:

(a) Custodial Group - for a period of twelve (12) months.

(b) Clerical Group - for a period of twelve (12) months.

(c) Educational Assistant Group - for a period of fifteen (15) months.

9.06 Seniority will not be lost but no further seniority will accrue when an Employee is on any leave after the first twelve (12) months. Anyone that is currently accruing seniority while on a leave will have it frozen on date of ratification by both parties.

ARTICLE 10 PROBATION

Probation for the respective groups shall be as follows:

10.01 New Employees will be regarded as probationary for the first six (6) months of employment.

10.02 Custodial & Clerical Group:

(1) Employees employed on a ten (10) month basis will normally 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 by June 1st.

10.03 Educational Assistant Group:

(1) All non-permanent Employees shall be regarded as probationary if they started with the Division between the start of the school year up to and including September 30th, unless they are acting in a temporary or casual capacity.

(2) Any Employee who has served on a continuous temporary basis of six months or longer, with no break in service, in the preceding school year shall be regarded as a probationary Employee should they be hired for the subsequent school year. This clause does not apply to Employees in casual positions.

(3) Temporary Employees shall be regarded as temporary during the entire term of their temporary contract.

(4) Articles 10.03 (1) and 10.03 (2) do not apply to temporary Employees filling in for a permanent Employee on a leave.

10.04 An Employee will only serve one (1) probationary period.

10.05 Probationary and Temporary Employees may be terminated at any time during the probationary or temporary period without cause.

10.06 Probation will be extended by an equivalent amount for any leaves or breaks in excess of ten (10) consecutive working days.

ARTICLE 11 LAYOFF AND RECALL

11.01 In the event of the reduction of permanent staff, seniority shall govern with the Employee who has the least seniority being laid off first, subject to the requirement that all remaining Employees must have the necessary qualifications, required skills, knowledge and ability to perform functions necessary to maintain the highest possible quality of service to the students as determined by the Employer. All related job reassignments shall be determined by the Employer, as per Article 12 re Vacancies and Transfers.

11.02 Permanent Employees shall be recalled in the order of their seniority, commencing with the Employee with the most seniority, subject to the recalled Employee having the necessary qualifications, required skills, knowledge and ability to perform functions necessary to meet the unique needs of the students as determined by the Employer.

11.03 **Custodial and Clerical Groups:**

(1) The Employer shall, in writing, notify permanent Employees who are to be laid off, twenty (20) working days before layoff is to be effective.

(2) An Employee with seniority in a group defined in Article 21 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 they choose, 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.

11.04 **Educational Assistant Group:**

(1) In the event that all permanent Employees are not recalled by September 30, no new Employees shall be hired until those laid off have been given an opportunity of recall subject to the necessary qualifications, required skills, knowledge and ability to perform functions necessary to meet the unique needs of the students as determined by the Employer.

(2) For other than prescheduled layoffs for permanent Employees, the Employer shall provide as much notice as possible but shall provide no less than (5) five working days notice of layoff, or as prescribed by Labour Standards Code, whichever is greater.

ARTICLE 12 VACANCIES AND TRANSFERS

12.01 **Custodial and Clerical Groups** - The following applies to both Groups, unless referenced to only one specific group:

(1) When a new position or vacancy occurs:

(a) 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.

(b) A copy shall be given to the President of the Union.

(c) The Employer may call for applications for new positions or vacancies by advertisement in a newspaper if there are no qualified internal applicants.

(d) 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.

(e) 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.

(f) The President of the Union shall be notified of the name of the successful applicant.

(2) Temporary Vacancies:

(a) 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.

(b) Notwithstanding the above, if a vacancy due to a long-term disability vacancy or workers' compensation claim vacancy 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, they shall be returned to a position no less favourable than the one vacated.

(c) 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 seniority in accordance with clause 9.05(6) and called back in accordance with Article 11 and may apply for open positions.

(3) Trial Period – for the respective groups is as follows:

(a) Custodial Group - 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 Employer and the Union.

(b) Clerical Group - Employees who are appointed or promoted shall be allowed up to six (6) months in which to prove themselves capable of filling the positions concerned.

(c) For either group - If, prior to the expiry day of the trial period, it still appears to the Employer 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.

(4) The Employer shall have the right to transfer Employees as it deems fit for the efficient operation of the school system.

(5) When a promotion, filling of a vacancy or new position is involved, the Employer shall first post the new position, promotion or vacancy in accordance with Article 12.01(1).

(6) A permanent 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 their regular position.

(7) All Employees covered by this Agreement may, upon commencement of employment, be required at the expense of the Employer, to submit a certificate of health indicating their ability to perform the duties as prescribed in the posting of the position for which application is being made.

(8) Notwithstanding other provisions in the Collective Agreement, when filling a Head Custodian position the Employer shall consider qualifications, skills, attributes and knowledge required to perform the job. The most desirous candidate shall be determined by the selection committee.

12.02 **Educational Assistant Group:**

(1)* When filling a vacant permanent position, the Employer shall post all available positions between June 1st and June 25th for a period of five (5) working days.

(2)* The Employer shall fill vacancies that occur after June 25th in a school year as a temporary position.

(3) The Employer shall retain the right to transfer Employees as it deems fit for the efficient operation of the school system; such transfers shall not be for frivolous or vexatious reasons.

(4) Due to the nature of the work performed and its responsibility to the students, when filling of a vacant permanent position, the Employer shall have the sole right to establish the necessary qualifications, required skills, knowledge and ability for the position. The Employer shall appoint the Employee having the aforementioned requirements to perform the necessary functions in order to maintain the highest possible quality of service to the students. If the Employer determines that two or more Employees have equal qualifications, skills, knowledge and ability to provide the required standard of service, then seniority shall be the determining factor.

(5)* In order to facilitate the orderly filling of vacancies, Employees shall notify the Employer no later than May 30 of their intent not to return to their position in the following year.

(6) Trial Period

(a) Educational Assistants who are promoted to an Early Childhood Educator (ECE) position shall be allowed three (3) months in which to prove themselves capable of filling the position concerned. If the Employee does not qualify within such time, the trial period may be extended by an additional three (3) months.

(b) If, prior to the expiry day of the trial period, it still appears to the Employer that the Employee is incapable of qualifying for such position, the Employee shall revert to an EA position without prejudice and without loss of seniority.

* Clauses 12.02(1), (2) and (5) above are suspended while the "Letter of Understanding - Transfer Request Process for Educational Assistants" remains in place.

12.03 **All Groups:**

When a vacancy occurs in a permanent position, such vacancy shall be posted and filled within thirty (30) days of the position becoming vacant, should the Employer decide not to post the position within thirty (30) days the Union shall be notified in writing and given the reasons and the Employers intentions such as, but not limited to, eliminating the position, postponing the posting of the position or making changes to the existing position and giving the anticipated date of posting.

ARTICLE 13 MEDICAL PLANS

13.01 **Covered Employees** - All permanent Employees who work 20 hours or more a week, will be entitled to the following benefits upon completion of probation.

The Employer shall pay their portion of the said premiums below during the months of July and August.

13.02 **Alberta Health Care** - For Employees and their dependents the Employer agrees to assume one hundred percent (100%) of the cost of the Alberta Health Care Insurance Plan.

13.03 **Extended Health** – For Employees and their dependents the Employer will contribute one hundred percent (100%) of the ASEBP Extended Health Care - Plan 1.

13.04 **Dental** - For Employees and their dependents the Employer shall assume eighty-five percent (85%) of ASEBP Dental – Plan 3.

13.05 **Health Spending Account** - The Employer shall establish a Health Spending Account that adheres to Revenue Canada requirements. The Employer will contribute an amount equal to two percent (2%) of salary and allowances for covered Employees.

13.06 **Lieu of Benefits** - Employees, who are not eligible for medical plans, shall receive a 5% supplement based on wages, as per Article 24, in-lieu of medical and benefit coverage.

ARTICLE 14 LIFE AND DISABILITY PLANS

14.01 **Covered Employees** - All permanent Employees who work 20 hours or more a week, will be entitled to the following benefits upon completion of probation.

The Employer shall pay their portion of the said premiums during the months of July and August.

14.02 **Life Insurance and Accidental Death & Dismemberment** - specifically the ASEBP Life Insurance and AD&D, Plan 2 - the Employer shall pay one hundred percent (100%) of the respective premiums for the covered Employees.

14.03 **Long Term Disability** - specifically the ASEBP Extended Disability, Plan D - the Employer shall pay one hundred percent (100%) of the respective premiums for the covered Employees.

14.04 **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.

ARTICLE 15 SICK LEAVE PLAN

15.01 **Covered Employees** – All permanent and probationary Employees will be entitled to the following benefits.

15.02 **Short Term Illness:**

(1) Annual sick leave, with pay, will be granted to covered Employees for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness or disability.

(2) Employees shall accrue one working day per month to a maximum of sixty-five (65) working days. Days used for the stipulated purposes shall be deducted from the days accrued.

(3) After ninety (90) calendar days of continuous disability due to an injury or illness, the ASEBP Long Term Disability Benefit Plan will take effect, if the Employee is covered by the plan and their claim is approved by ASEBP.

(4) An Employee shall not be granted sick leave with pay during any period in which they are on leave of absence without pay in accordance with Article 18.03 or under suspension.

(5) When an Employee leaves the employ of the Board, all sick leave shall be cancelled.

15.03 Before any payment is made under the foregoing, the Employee shall provide:

(1) a declaration, on a form to be provided by the Employer, where the absence is for a period of three (3) days or less.

(2) 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 three (3) 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.

(3) notwithstanding the above, the Employer reserves the right to require a medical certificate on the first day of illness.

(4) 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.

15.04 It is agreed that the Employment Insurance Commission rebate has been shared according to the Employment Insurance Act by the increase in the benefits contained in this Agreement.

15.05 **Temporary Employees** - shall be entitled to accrue one (1) sick day at the end of every three (3) month period of continuous service.

ARTICLE 16 SUPPLEMENTATION OF COMPENSATION AWARD

16.01 If an Employee is prevented from performing their regular work on account of an occupational accident that is recognized by the Workers' Compensation Board as compensational within the meaning of the Workers' Compensation Act, the Employer will supplement the award made by the Workers' Compensation Board for loss of wages to the Employee by such an amount so that the award of the Workers' 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.

16.02 This article only applies to permanent Employees. As such, temporary and casual Employees are not entitled to coverages identified in the above article (Article 16.01).

ARTICLE 17 PENSION PLAN

17.01 **Custodial & Clerical Groups** - Participation in the Local Authorities Board Pension scheme is obligatory after one (1) year of employment for all Employees, working 20 hours per week or more. All regular hours paid by the Employer shall be deemed to be pensionable earnings.

Employees who were members of the LAPP prior to September 1, 2015 and working less than 20 hours will be grandfather in, and as such remain contributing members of LAPP.

ARTICLE 18 LEAVES 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 18).

18.01 **Compassionate Leave with pay** shall be granted to Employees as follows:

(1) Critical Illness/Death of Immediate Family Member:

(a) For purposes of this article [18.01(1)] the following definitions apply:

(i) Immediate Family Member - shall mean 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.

(ii) Critical Illness - shall mean a life-threatening illness.

(b) Verification - 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.

(c) Critical Illness - Not more than five (5) working days for the critical illness of an immediate family member.

(d) Death/Funeral - Not more than five (5) working days for death of an immediate family member.

(e) Combined Critical Illness and Death - 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.

18.02 **Other Leaves of Absence with pay** shall be granted to an Employee, as follows:

(1) Jury/Witness - While serving on a jury or as a witness as a result of a subpoena, providing that any fee received for acting in such capacity be paid over to the Employer.

(2) Funerals - For funeral of uncle, aunt, first cousin, nephew, niece -- one (1) day's leave.

(3) Pall Bearer - For acting as a pall bearer - one (1) day's leave.

(4) Adoption - For the adoption of a child – two (2) day's leave.

(5) Committees - Any representative of the Union who is employed by the Board, when meeting with the Employer or its representatives, shall have the privilege of attending committee meetings held within working hours without loss of remuneration.

(6) Birth of Child - For paternal leave for the birth of Employee's child – two (2) day's leave.

(7) Impassable Roads – In accordance with Division policy on school closures.

(8) Personal Business Days – to attend personal business in a school year the following:

(i) One (1) day, with no reimbursement to the Employer

(ii) up to two (2) days, provided that the Employer is reimbursed for forty per cent (40%).

(iii) Such leaves shall not be used to extend the Christmas Vacation, February Break, Easter Vacation or Summer Vacation periods

(9) Emergent Medical - For attending to emergent medical needs, which are not critical, of their child, spouse, parent or other person living in the Employee's household. These days may be taken consecutively - two (2) days per school.

(10) Citizenship - For obtaining citizenship papers at a scheduled session of the court – one (1) days leave.

(11) University Exam – For the purpose of writing university examination - one (1) day

(12) University Convocation - While participating in University convocation exercise - one (1) day

(13) 5th Class Power Engineering Exam – one-half (½) day if exam is held in the City, a full day if exam is not held in the City.

18.03 **Leaves of Absence Without Pay:**

(1) Special Leave of Absence without pay, whose duration is a minimum of six (6) months and a maximum of twelve (12) months, may be granted by the Deputy 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 Deputy Superintendent of Human Resources.

(2) Notwithstanding the provisions of Article 9.02 (Seniority) an Employee granted leave under 18.03(1) above shall maintain all accumulated seniority and accrue seniority for the first thirty (30) days of such leave.

(3) During the leave the Employer agrees to continue to pay their share of medical coverage under Article 13 (Medical Plans) and pension under Article 17 (Pension Plans) until the last day of the month in which the leave commenced. The Employee may then continue coverage at their own expense.

(4) Leave of Absence - without pay, may be granted by the Deputy Superintendent of Human Resources to any Employee insofar as the regular and efficient operation of the system will permit - one (1) day per year.

18.04 **Union Leave**

(1) Union Business At Large - The Employer 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 Employer.

(2) Negotiations - The Employer agrees that leaves of absence without pay shall be extended to designated Employees for negotiating the collective agreement. Such time will not be included in the ten-day limit noted above.

(3) Notice - One week's notice of such leave shall be required for all union leaves.

(4) Remuneration - The Employee will receive their pay as usual and the Employer will invoice the Union for lost wages and benefits.

18.05 **Maternity Leave**

(1) Leave - Employees are entitled to leave for maternity purposes for up to sixteen (16) weeks. During the leave the Employee shall not be entitled to pay or benefits of any kind, except as noted in 18.05(2) below. The Leave is conditional upon the Employer receiving a physician note certifying her pregnancy and the approximate date of delivery. Additional time is available under Article 18.06 (Parental Leave).

(2) Benefits:

(a) Notwithstanding Article 18.03 (Leaves without Pay), the Employer will establish a Supplementary Unemployment Benefits (SUB) Plan.

(b) To be eligible for the SUB plan the Employee must:

(i) Apply for and be in receipt of maternity benefits under the Government of Canada's Employment Insurance (EI) program.

(ii) Be employed by the Division as either a probationary and/or permanent Employee for a continuous twelve (12) month period immediately prior to the start of the maternity leave.

(c) The Employer for a period of thirteen (13) weeks, which shall include any health related (sick leave) immediately preceding the arrival of the baby, shall pay for and provide the Employee with the following:

(i) Salary Top-Up – The plan provides that the gross amount of EI benefit plus the SUB payment (salary top-up) will together equal 95% of the Employee's normal weekly earnings.

(ii) EI Waiting Period – the plan will provide 95% of the Employee's normal weekly earnings while the Employee is serving the two-week waiting period.

(iii) Group Benefits - 100% of benefits under Articles 13.03 (Extended Health), 13.04 (Dental) and 14 (Life & Disability).

(d) The days covered under the SUB Plan:

(i) Shall not reduce or impact banked sick time under Article 15.

(ii) Shall be included in the leave period covered under 18.05(1) above.

(3) Return to Work - 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.

18.06 **Parental Leave (including Adoption Leave)**

An Employee is entitled to Parental Leave **without pay** for up to sixty-two (62) weeks under the following conditions:

(1) The Employee shall provide reasonable notice to the Employer of their intent to take leave under this article.

(2) Upon return from Parental Leave, after giving the Employer at least two (2) weeks notice, an Employee will be placed in a position no less favourable.

An Employee, who is granted Parental Leave for a period in excess of twelve (12) months, will be placed in the first appropriate vacancy as determined by the Deputy Superintendent – Human Resources.

(3) Maximum leave of absence under this clause shall be seventy-eight (78) weeks, or longer if mutually agreed to by the parties. Such leave shall be inclusive of any leave taken under Maternity Leave in Article 18.05 above.

(4) Upon return to work, an Employee shall be placed on the same step of the same salary group that they were on at the time the leave of absence became effective, and the period of absence will not be counted for the granting of increments.

18.07 **Compassionate Family Care Leave**

(1) Employees shall be granted leave without pay or benefits of up to twenty-seven weeks to care for a seriously ill family member. During the leave the Employee will continue to accrue seniority under the Collective Agreement. Upon return from leave, Employees shall be placed in their former position.

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

ARTICLE 19 STATUTORY HOLIDAYS

19.01 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.

19.02 Employees noted below shall enjoy additional paid holiday days as follows:

(1) Custodial Group:

(a) Twelve Month Employees - Christmas Eve day - ½ day holiday
New Year's Eve day - ½ day holiday

(b) Ten Month Employees - Christmas Eve day - ½ day holiday
New Year's Eve day - ½ day holiday

(2) Clerical Group:

(a) Twelve Month Employees - Christmas Eve day - ½ day holiday
New Year's Eve day - ½ day holiday

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. In the event the half day falls on a regular teaching day the time off will be taken in the following week.

19.03 With the knowledge and pre-approval of the Employer, Employees may compress the additional days in 19.02. However, if an Employee misses work on a day that was prearranged for compression, the Employee, if entitled to paid leave, would only receive pay for their regularly scheduled shift. Such compression shall not be approved on days where students are in attendance.

19.04 No deductions in the wages or salaries of any Employee shall be made on account of the above-mentioned holidays.

19.05 The Teachers' Convention days and other special proclaimed school holidays shall not be considered holidays within the meaning of this Agreement.

19.06 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.

19.07 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 20 ANNUAL VACATION

Employees shall be entitled to vacation time and/or vacation pay as follows:

20.01 **Custodial and Clerical Groups:**

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

	Vacation Entitlement	
Years Service	Employees Hired Prior to Sept 1, 2007	Employees Hired After August 31, 2007
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.

(2) 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.

(3) Statutory or declared holidays are not included in the vacation period.

(4) Any Employee terminating employment for any reason will be paid holiday pay equivalent to the applicable percentage of gross earnings according to entitlement of vacation, as follows:

Years Service	Vacation Rate
0 - 5 years	six percent (6%)
6 - 13 years	eight percent (8%)
14 - 21 years	ten percent (10%)
22 or more years	twelve percent (12%)

(5) Days not worked during the Christmas, Easter and Summer recess will be deducted from holiday pay entitlement.

20.02 **Educational Assistant Group:**

(1) Ten Month Employees - Vacation pay for 10-month Employees shall be paid on each cheque in accordance with Article 20.01(4) above.

20.03 **Regular Vacation Leave** - Vacation for all Employees shall be taken at a time when students are not in attendance at schools. If multiple applications are being considered then seniority shall be used to prioritize; however, once this leave has been approved, it shall not be subject to or affected by seniority.

20.04 **Special Vacation Leave** - Notwithstanding 20.03 above, vacation may be granted while students are in attendance at school, without prejudice by the Deputy Superintendent of Human Resources to an Employee for special circumstances insofar as the regular and efficient operation of the system will permit, provided that one (1) month advance notice, in writing, has been given by the applicant to the Deputy Superintendent of Human Resources. What constitutes a "special circumstance" shall be determined by the Deputy Superintendent of Human Resources. Leave granted under this clause shall come out of the Employee's vacation bank, if applicable, or it will be considered a leave without pay.

20.05 **Hospitalization During Vacation** - Should an Employee demonstrate, to the satisfaction of the Employer, that the Employee was admitted to a hospital as an "in-patient" in excess of seven (7) days 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 15. Vacation time not taken as a result of the above shall be taken at a mutually agreeable later date.

ARTICLE 21 CLASSIFICATIONS

21.01 **Group Classifications:**

There are three distinct groups within this bargaining unit. They are as follows:

(1) **Custodial Group** - Included in this group are the following Job Classifications:

(a) Head Custodian
(b) Assistant Head Custodian
(c) Custodian
(d) Caretaker

(2) **Clerical Group** - Included in this group are the following Job Classifications:

(a) Administrative Assistant I
(b) Library Assistant
(c) Secondary School Student Records
(d) Bookkeeper
(e) Senior Administrative Assistant

(3) **Educational Assistant Group** – Included in this group are the following Job Classifications:

(a) Educational Assistant I
(b) Educational Assistant II
(c) Early Childhood Educator
(d) Educational Assistant – CTS Shop Tech with Journeyman Ticket

21.02 **Job Classifications** shall include the following:

(1) **Custodial Group:**

(a) **Head Custodian** - shall be the custodian appointed by the Employer to be responsible for the supervision, assignment, and scheduling of their own duties and those of his respective custodial staff and will ensure that his staff is scheduled for use in the most efficient manner. They shall hold a Building Operator "A", "B" or "5th Class Power Engineering" certificate.

(b) **Assistant Head Custodian** - shall be the custodian appointed by the Employer to assist the Head Custodian and to assume all his responsibilities in the case of their absence. They shall hold a Building Operator "A", "B" or "5th Class Power Engineering" certificate.

(c) **Custodian** - shall be the Employee designated as being under the supervision and control of the Head Custodian or the Assistant Head Custodian.

(d) **Caretaker** - shall be the Employee designated as being under the supervision and control of the Head Custodian or the Assistant Head Custodian.

(2) **Clerical Group:**

(a) **Administrative Assistant I** - Responsible for administrative support performing a variety of duties for the Principal, Vice-Principal, School Council and school staff in schools where there is a Senior Administrative Assistant.

(b) **Library Assistant** - Responsible for assisting students, staff and parents in the use and operation of the school library resources and provide support services to create an effective and positive learning environment for students.

(c) **Secondary School Student Records** - Responsible for administrative support performing a variety of duties for the Principal, Vice-Principal and school staff. Maintain, update and run student data program to meet the requirements and needs of Alberta Learning, school Division office, school administrators, counsellors, teachers, students, parents and the public.

(d) **Bookkeeper** - Responsible for maintaining all school accounts according to general accounting practices. Report to departments and school clubs regarding activity and balances.

(e) **Senior Administrative Assistant** - Responsible for administrative support performing a variety of duties for the Principal, Vice-Principal, School Council and school staff. Responsible for maintaining all school accounts according to general accounting practices. May liaise, direct and assist other office support staff to ensure efficient operation of the office. May be responsible for maintaining all school accounts according to general accounting practices in schools where there is no bookkeeper. May report to departments and school clubs regarding activity and balances. May maintain, update and run student data program to meet the requirements and needs of Alberta Learning, the school Division office, school administrators, counsellors, teachers, students, parents and the public.

(3) **Educational Assistant Group:**

(a) **Educational Assistant I**

Shall be appointed by the Deputy Superintendent of Human Resources to assist students under the supervision of a teacher.

This individual is expected to have an Educational Assistant Certificate from a certified post-secondary educational institution. Such a certificate would require the completion of a minimum of 650 instructional hours from a recognized post-secondary educational institution. Other training which is related to the Employee's specific job duties and is no less than the minimum of 650 instructional hours from a recognized post-secondary institution and which is deemed equivalent by the Deputy Superintendent - Human Resources may be considered for the purposes of placing an Employee in this job classification.

Those employed as an Educational Assistant with the Division prior to October 1, 1990 shall be included in this classification.

(b) **Educational Assistant II**

Shall be appointed by the Deputy Superintendent of Human Resources to assist students under the supervision of a teacher and have been appointed on or after October 1, 1990.

NOTE: Duties of Educational Assistants may vary widely from school to school depending on programs and instructional levels.

(c) **Early Childhood Educator**

Shall be appointed by the Deputy Superintendent – Human Resources to provide Early Childhood programming for children.

This individual shall have an Early Learning and Child Care Diploma, Certificate or related post-secondary education.

This individual must supervise a Kindergarten Class, including other staff in that classroom, in the absence of the Classroom teacher for at least 40% of the time. The ECE will be responsible for planning and delivery of supplemental learning activities, in consultation with the Classroom Teacher and under the direction of the School Administration.

(d) **Educational Assistant – CTS Shop Tech with Journeyman Ticket**

This individual is someone who is required to have a Journey's Ticket that is related to their job duties.

(4) **New Job Classifications:**

(a) When a new 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 Employer and the union.

21.03 **Employment Classifications** shall include the following:

(1) **Custodial and Clerical Groups:**

(a) **Permanent Employee** – shall mean an Employee who has been permanently appointed to an established position and has successfully completed the probationary period.

(b) **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.

(2) **Educational Assistant Group:**

(a) **Permanent** Employee – shall mean an Employee who has been permanently appointed to an established position and has successfully completed the probationary period.

(b) **Temporary** Employee - shall mean an Employee who is assigned to a regularly scheduled position for a specific period of time that includes the following:
(i) Typically does not exceed one year
(ii) Begins after the 30th of September in the current school year, or
(iii) While temporarily assuming the responsibilities of a permanent Employee who is on:
(1) Leave of Absence
(2) Long Term Disability
(3) Workers Compensation Leave

(3) **Casual Employees** - All Groups

(a) Casual Employees – shall mean an Employee who is not regularly scheduled but works on a call-in basis to relieve temporary or permanent Employees.

(b) The Employer reserves the right to remove a causal from the casual list at any time and without cause and will inform the casual Employee in writing.

21.03 **Job Duties** - The specific job duties of the Employees covered by this Agreement shall be established from time to time by Management.

ARTICLE 22 HOURS OF WORK

Hours of work for the respective groups shall be as follows:

22.01 **Custodial Group:**

(1) 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.

(a) The regular dayshift hours shall occur between the hours of 6:00 a.m. and 5:00 p.m.

(b) 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.

(2) All Employees covered by this Agreement shall be at the call of the Employer at any time when required, if available.

(3) All Employees shall be allowed the following rest periods:

(a) **Day Shifts** – Employees, when working day shifts:

(i) Short Shift – shift of less than 4 hours – no rest periods shall be permitted.

(ii) 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.

(iii) Full Shift – shifts of six (6) hours or more – shall be:

(1) permitted a fifteen (15) minute paid rest period in both the first and second half of their shift.

(2) required to take an unpaid lunch break which shall be no less than one (1) hour in duration.

(b) **Evening Shifts** – Employees, when working evening shifts:

(i) Short Shift – shift of less than 4 hours – no rest periods shall be permitted.

(ii) 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.

(iii) 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.

(4) 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.

(5) An Employee with approval to do snow removal on weekends shall bank time at time and one-half (1 ½) in lieu for all hours worked, to be taken at a mutually agreeable time prior to the start of the next school year.

(6) Employee(s) shall have the right to refuse a shift change without repercussion when there is less than ten (10) hours rest between shifts.

22.02 **Clerical Group**:

(1) Hours of work shall be seven and one-half (7 ½) hours daily, to be carried out any time between the hours of 7:00 a.m. and 5:00 p.m., with one (1) hour for lunch, Monday to Friday of each week.

(2) All Employees shall be permitted a fifteen (15) minute paid rest period both morning and afternoon.

22.03 **Educational Assistant Group**:

(1) Educational Assistants:

With the exception of Employer designated professional development and planning days, Educational Assistants are employed to work with students and are not expected to be at work when students are not in attendance (i.e. non-instructional days). Accordingly, the Employee shall provide their hours of service as per their individual employment letter during the school year. The specific hours of service are established between the Employee and their respective principal.

(2) Where practical Employees shall be permitted a one (1) hour unpaid lunch and a fifteen (15) minute paid rest period.

ARTICLE 23 OVERTIME

23.01 **Overtime** - shall be paid as follows:

(1) Time and one-half (1 ½) of regular salary, plus allowances for the first four (4) hours after eight (8) hours of work in a day and double (2) time thereafter.

(2) Time and one-half (1 ½) shall be paid on Saturdays and Sundays for all hours worked.

(3) Double (2) time shall be paid on all statutory holidays.

(4) Notwithstanding Article 23.01(2) and 22.01(5) above, overtime will not be paid unless the Employee works more than forty (40) hours in a week.

23.02 **Emergency Call Outs** - Time and one-half (1 ½) shall be paid for emergency call outs for all hours worked.

23.03 **Authorization** - No overtime shall be paid unless the work concerned has been authorized by the Employer or its officials.

(1) Custodial Group:

(a) No Custodial Employee shall be required to take time off in lieu of being paid overtime at the applicable overtime rate of pay.

(b) Time off in lieu of being paid must be taken at a time agreeable to the Employee and the Employer. A substitute will not be provided, and time off in lieu must not lead to overtime being required. Time off in lieu must be taken during the school year earned. If a mutually acceptable time cannot be found by the end of June in any school year the time shall be paid out.

(2) Clerical Group:

(a) **School principals** may authorize additional time at the applicable overtime rate, but **only** as it pertains to **time off in lieu** of being paid overtime.

(b) Time off in lieu of being paid must be taken at a time agreeable to the Employee and the Employer or its officials. A substitute will not be provided, and time off in lieu must not lead to overtime being required. Time off in lieu must be taken during the school year earned. If a mutually acceptable time cannot be found by the end of June in any school year the time shall be paid out based on the Additional Time Tracking and Authorization Form.

(c) If an Employee is required and approved by the Secretary Treasurer or their designate, to work above the maximum days and hours during the summer as outlined in Article 24.02(4), they shall be paid at the overtime rate of one and one-half (1½) times of regular salary or time in lieu as mutually agreed.

(3) Educational Assistant Group:

(a) **School principals** may authorize additional time at the applicable overtime rate, but **only** as it pertains to **time off in lieu** of being paid overtime.

(b) Time off in lieu of being paid must be taken at a time agreeable to the Employee and the Employer. A substitute will not be provided, and time off in lieu must not lead to overtime being required. Time off in lieu must be taken during the school year earned. If a mutually acceptable time cannot be found by the end of June in any school year the time shall be paid out based on the Additional Time Tracking and Authorization Form.

23.04 **Rentals - Custodial Group**:

All rentals shall be paid according to the provisions of Article 23.01.

23.05 **Overtime Payout** - 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 24 WAGES

24.01 **Custodial Group**:

(1) **Wage Rates** - Wages shall be paid in accordance with the rates specified in Schedule "A" to this agreement.

(2) **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.

(3) **Rounding** - Both monthly and hourly rates are quoted. Should a discrepancy occur due to rounding, the monthly rate will apply.

(4) **Payment over 12 Months** - All ten-month caretakers shall be paid over a twelve (12) month period.

(5) **Certificate Allowances** - The certificate allowances, identified in Schedule A, shall be paid to all permanent Employees who hold the respective certificate. It is the Employee's responsibility to provide the physical certificate to the Employer. The Employee will receive the allowance the month following receipt of the certificate and there will be no back pay. Payment will not be made for more than one certificate.

(6) **Monthly Administration Allowances:**

(a) Head Custodians - See Schedule "A".

(b) Assistant Head Custodians - See Schedule "A".

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.

(c) 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.

(d) Part-time Employees to be paid on a proportionate basis.

(7) **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 p.m. Shift differential shall be paid to Employees in the month following the receipt of their time sheet.

(8) **Casual Employees** - Notwithstanding wage rates specified in this agreement, casual Employees shall be paid at the start rate of pay for the classification which they are working in.

24.02 **Clerical Group**:

(1) **Wage Rates** - Wages shall be paid in accordance with the rates specified in Schedule "B" to this agreement.

(2) **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.

(3) **Payment over 12 Months** - All ten-month clerical staff shall be paid over a twelve (12) month period.

(4) **Summer Commitment** - Ten-month clerical staff during the months of July and August shall work additional maximum days as follows:

(a)	Administrative Assistant I	– five (5) days
(b)	Library Assistant	– eight (8) days
(c)	Secondary School Student Records	– twelve (12) days
(d)	Bookkeeper	– twelve (12) days
(e)	Senior Administrative Assistant	– eight (8) days

(5) **Twelve Month Positions** - Senior Administrative Assistants at the secondary schools shall be twelve (12) month positions.

(6) **Staff Allocation** - There shall be only one Senior Administrative Assistant position at each School.

(7) **Staff with Split Assignments** - All staff working in more than one (1) classification will be paid in accordance with the different classifications based on full time equivalent.

(8) **Days Missed** - Deductions for days missed and for days of Christmas recess and Easter recess (excluding Saturdays, Sundays and Statutory holidays) shall be based on the daily rate of the appropriate yearly rate.

(9) **Grid Placement** - Appointees with previous experience to be placed on the schedule in accordance with the judgement of the administrators concerned, but in no case, shall a new appointee commence at the maximum salary.

(10) **Changes in Classification** - Change of classification shall be upon recommendation of the administrators concerned, subject to approval by the Employer. If and when an Employee is promoted from one classification to another, the Employee shall receive the next higher rate in the new classification.

(11) **Part-time Employees** - Part-time Employees to be paid on a proportionate basis.

(12) **Casual Employees** – Notwithstanding wage rates specified in this agreement, casual Employees shall be paid at the start rate of pay for the classification, which they are working in.

24.03 **Educational Assistant Group**:

(1) **Wage Rates** - Wages shall be paid in accordance with the rates specified in Schedule "C" to this agreement.

(2) **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.

(3) **Payment over 10 or 12 Months** - Educational Assistants shall be paid over ten (10) months or (12) months at their choice. The Employee shall decide by September 15th of any given year which payment method that they prefer (i.e. either paid over ten months or over twelve months). After which, the payment method will not be changed until the following September. If an Employee has chosen to be paid over twelve (12) months, they may, at their discretion choose to revert to being paid over ten (10) months in any subsequent school year. However, once that Employee has chosen to revert to the ten (10) month pay cycle, they shall remain on that payout period for the duration of their employment.

(4) **Grid Placement:**

(a) **At Point of Hire** - All new Employees shall start at the base rate (step 0) and work their way through the respective grid.

(b) **Recognition of Past Experience** -The Deputy Superintendent of Human Resources may place a new Employee on a step other than "0" if in their opinion their past experience(s) warrants it. But in no case, shall a new Employee start at the top step.

(c) **Certification and Grid Change** - It is the Employee's responsibility to provide the physical certificate to the Employer if they are requesting a move to a higher paid grid. The Employee will be placed on the new grid the month following receipt of the certificate and there will be no back pay.

(5) **EAs replacing ECE's on a Temporary Basis** - EA's replacing ECE's for more than three consecutive days in the same classroom will be paid at the lowest ECE grid step which provides them with not less than a $3.00 premium from their regular EA position, with effect from the first day.

(6) **Casual Employees** – Notwithstanding wage rates specific in this agreement, casual Employees shall be paid the base rate (step 0) on the grid in which they belong. However, EA's replacing ECE's as their sub shall be paid their current EA wage rate on the grid plus a $3.00/hour premium.

24.04 **Vehicle Allowances** – Employees required to use their personal vehicle on school business or that work in multiple locations will be reimbursed in accordance with the rate per kilometre prescribed in Board Policy.

ARTICLE 25 RECOGNITION OF WORKING EXPERIENCE

25.01 **Custodial Group:**

(1) The adjustment date for experience increments for permanent staff shall be the first working date upon successful completion of their probationary period.

25.02 **Clerical Group:**

(1) The adjustment date for experience increments for permanent staff shall be the Employee's anniversary date of hire.

25.03 **Educational Assistant Group:**

(1) The adjustment date for experience increments shall be September 1st of each year.

(2) One year of working experience shall be any one year during which the Educational Assistant has worked for not less than 720 hours.

(3) An Educational Assistant who works less than 720 hours in one year may accumulate an experience increment by combining any two consecutive years of service with the Employer.

25.04 Notwithstanding the above an Employee cannot move up more than one increment in any one school year.

ARTICLE 26 GENERAL PROVISIONS

26.01 **Outside Work** - Any employment undertaken by an Employee other than with the Employer which is deemed by the Employer to be detrimental to the performance of his normal duties is prohibited.

26.02 **Contracting Out** - All work or services performed by CUPE 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.

26.03 **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.

ARTICLE 27 IMPLEMENTATION OF AGREEMENT

27.01 It is understood and agreed that the salary of any Employee as of 31st August 2019 will not be reduced as a result of the implementation of this Agreement.

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

ARTICLE 28 CONTINUATION OF ACQUIRED RIGHTS

28.01 All provisions of this agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate or disallow any portion of this agreement, the entire agreement shall not be invalidated. In such an event only, the affected clauses of this agreement shall be re-opened for negotiation.

ARTICLE 29 DURATION OF AGREEMENT

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

29.02 This Agreement shall remain in full force and effect from September 1st, 2019, and continue in full force and effect to the 31st day of August 2023, 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, 2023, or the expiry date in any subsequent year.

29.03 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.

Dated at The City of Medicine Hat, the Province of Alberta, this 22nd day of January 2020.

Signed on behalf of

Signed on behalf of

[redacted]

SCHEDULES

Custodial Group

SALARY SCHEDULE

Schedule "A"

		Sept.1, 2018	Sept.1, 2019	Sept.1, 2020	Sept.1, 2021	Sept.1, 2022
General Increase		2%	0%	0%	0%	0%
Custodians Wages:						
Start Rate						
Monthly	(based on a 8 hour position)	$ 3,746	$ 3,746	$ 3,746	$ 3,746	$ 3,746
Hourly		$ 21.54	$ 21.54	$ 21.54	$ 21.54	$ 21.54
Job Rate - After 6 Months						
Monthly	(based on a 8 hour position)	$ 3,869	$ 3,869	$ 3,869	$ 3,869	$ 3,869
Hourly		$ 22.22	$ 22.22	$ 22.22	$ 22.22	$ 22.22
Caretakers (Housekeepers) Wages:						
Start Rate						
Monthly	(based on a 4 hour position)	$ 1,637	$ 1,637	$ 1,637	$ 1,637	$ 1,637
Hourly		$ 18.91	$ 18.91	$ 18.91	$ 18.91	$ 18.91
Job Rate - After 6 Months						
Monthly	(based on a 4 hour position)	$ 1,659	$ 1,659	$ 1,659	$ 1,659	$ 1,659
Hourly		$ 19.06	$ 19.06	$ 19.06	$ 19.06	$ 19.06
Certificate Allowances:						
Building Operator "A", "B" or "5th"Certificate						
Monthly		$ 100.13	$ 100.13	$ 100.13	$ 100.13	$ 100.13
Hourly		$ 0.58	$ 0.58	$ 0.58	$ 0.58	$ 0.58
Administration Allowances - Head Custodians:						
MHHS & CHHS						
Monthly		$ 386.16	$ 386.16	$ 386.16	$ 386.16	$ 386.16
Hourly		$ 2.22	$ 2.22	$ 2.22	$ 2.22	$ 2.22
AMS, Crestwood, George Davison & Wilson Learning Centre						
Monthly		$ 338.86	$ 338.86	$ 338.86	$ 338.86	$ 338.86
Hourly		$ 1.94	$ 1.94	$ 1.94	$ 1.94	$ 1.94
In charge of two (2) schools						
Monthly		$ 338.86	$ 338.86	$ 338.86	$ 338.86	$ 338.86
Hourly		$ 1.94	$ 1.94	$ 1.94	$ 1.94	$ 1.94
All Others						
Monthly		$ 259.56	$ 259.56	$ 259.56	$ 259.56	$ 259.56
Hourly		$ 1.47	$ 1.47	$ 1.47	$ 1.47	$ 1.47

Custodial Group

SALARY SCHEDULE

Schedule "A"
(Continued)

	Sept.1, 2018	Sept.1, 2019	Sept.1, 2020	Sept.1, 2021	Sept.1, 2022
Administration Allowances - Assistant Head Custodians:					
MHHS & CHHS					
Monthly	$ 193.08	$ 193.08	$ 193.08	$ 193.08	$ 193.08
Hourly	$ 1.11	$ 1.11	$ 1.11	$ 1.11	$ 1.11
AMS, Crestwood, George Davison & Wilson Learning Centre					
Monthly	$ 169.43	$ 169.43	$ 169.43	$ 169.43	$ 169.43
Hourly	$ 0.97	$ 0.97	$ 0.97	$ 0.97	$ 0.97
In charge of two (2) schools					
Monthly	$ 169.43	$ 169.43	$ 169.43	$ 169.43	$ 169.43
Hourly	$ 0.97	$ 0.97	$ 0.97	$ 0.97	$ 0.97
All Others					
Monthly	$ 129.78	$ 129.78	$ 129.78	$ 129.78	$ 129.78
Hourly	$ 0.74	$ 0.74	$ 0.74	$ 0.74	$ 0.74
Evening Shift Differential: (hourly)					
Caretakers - Shifts that begin on or after 3:30 pm	$ 1.00	$ 1.00	$ 1.00	$ 1.00	$ 1.00

Clerical Group

SALARY SCHEDULE

Schedule "B"

		Hourly Rates	Hourly Rates			
		Sept.1, 2018	Sept.1, 2019	Sept.1, 2020	Sept.1, 2021	Sept.1, 2022
General Increase:		2%	0%	0%	0%	0%
Positions	Step					
Grid 1:						
Administrative Assistant I						
Step 0	Start	$ 19.64	$ 19.64	$ 19.64	$ 19.64	$ 19.64
Step 1	after 1 year	20.11	20.11	20.11	20.11	20.11
Step 2	after 2 years	20.63	20.63	20.63	20.63	20.63
Step 3	after 3 years	21.13	21.13	21.13	21.13	21.13
Step 4	after 4 years	21.65	21.65	21.65	21.65	21.65
Grid 2:						
Library Assistant						
Step 0	Start	$ 20.62	$ 20.62	$ 20.62	$ 20.62	$ 20.62
Step 1	after 1 year	21.12	21.12	21.12	21.12	21.12
Step 2	after 2 years	21.64	21.64	21.64	21.64	21.64
Step 3	after 3 years	22.20	22.20	22.20	22.20	22.20
Step 4	after 4 years	22.74	22.74	22.74	22.74	22.74
Grid 3:						
Secondary School Student Records, Bookkeeper						
Step 0	Start	$ 21.63	$ 21.63	$ 21.63	$ 21.63	$ 21.63
Step 1	after 1 year	22.19	22.19	22.19	22.19	22.19
Step 2	after 2 years	22.73	22.73	22.73	22.73	22.73
Step 3	after 3 years	23.30	23.30	23.30	23.30	23.30
Step 4	after 4 years	23.89	23.89	23.89	23.89	23.89
Grid 4:						
Senior Administrative Assistant						
Step 0	Start	$ 22.72	$ 22.72	$ 22.72	$ 22.72	$ 22.72
Step 1	after 1 year	23.29	23.29	23.29	23.29	23.29
Step 2	after 2 years	23.88	23.88	23.88	23.88	23.88
Step 3	after 3 years	24.47	24.47	24.47	24.47	24.47
Step 4	after 4 years	25.08	25.08	25.08	25.08	25.08

Educational Assistant Group

SALARY SCHEDULE

Schedule "C"

	Sept. 1, 2018		Sept. 1, 2019		Sept. 1, 2020		Sept. 1, 2021		Sept. 1, 2022	
	Grid Step	Hourly Rate	Grid Step	Hourly Rate	Grid Step	Hourly Rate	Grid Step	Hourly Rate	Grid Step	Hourly Rate
General Increase		2%		0%		0%		0%		0%

Educational Assistant II (EA II)

0	17.60	0	17.60	0	17.60	0	17.60	0	17.60
1	18.48	1	18.48	1	18.48	1	18.48	1	18.48
2	19.42	2	19.42	2	19.42	2	19.42	2	19.42
3	20.37	3	20.37	3	20.37	3	20.37	3	20.37
4	21.39	4	21.39	4	21.39	4	21.39	4	21.39
5	22.45	5	22.45	5	22.45	5	22.45	5	22.45

Educational Assistant I (EA I)

0	19.84	0	19.84	0	19.84	0	19.84	0	19.84
1	20.82	1	20.82	1	20.82	1	20.82	1	20.82
2	21.88	2	21.88	2	21.88	2	21.88	2	21.88
3	22.96	3	22.96	3	22.96	3	22.96	3	22.96
4	24.10	4	24.10	4	24.10	4	24.10	4	24.10
5	25.35	5	25.35	5	25.35	5	25.35	5	25.35

Early Childhood Educator (ECE)

0	24.30	0	24.30	0	24.30	0	24.30	0	24.30
1	25.30	1	25.30	1	25.30	1	25.30	1	25.30
2	26.30	2	26.30	2	26.30	2	26.30	2	26.30
3	27.40	3	27.40	3	27.40	3	27.40	3	27.40
4	28.50	4	28.50	4	28.50	4	28.50	4	28.50

CTS Shop Tech - with Journeyman's ticket

0	29.76	0	29.76	0	29.76	0	29.76	0	29.76
1	31.25	1	31.25	1	31.25	1	31.25	1	31.25
2	32.84	2	32.84	2	32.84	2	32.84	2	32.84
3	34.47	3	34.47	3	34.47	3	34.47	3	34.47
4	36.20	4	36.20	4	36.20	4	36.20	4	36.20

LETTERS OF UNDERSTANDING

LETTER OF UNDERSTANDING

JOB SECURITY

THE PARTIES AGREE:

All permanent ten-month and twelve-month Employees, employed as of today's date, are guaranteed their jobs, and employment security during the term of this Collective Agreement.

The above does not preclude the reduction in staff through layoff as outlined in Article 11 (Layoff Recall), resignation, retirement or dismissal for cause (Article 8) or the movement of staff through Article 12 (Vacancies and Transfers).

Original Date – October 31, 2006

Last Revised – November 26, 2019

LETTER OF UNDERSTANDING

PROGRESSIVE DISCIPLINE PROCESS

Progressive Discipline Process

Step 1 – Verbal Warning:

Where concerns are not resolved as a result of prior coaching between an Employee and the Employee's supervisor a meeting will be held in the presence of the Union Representation to:

(i) Review prior coaching documentation.
(ii) Official Verbal Warning will follow.

Step 2 – Written Warning:

If the concerns are not resolved following Step 1, there will be a meeting with the Employee's supervisor(s), the Principal (if applicable), the Deputy Superintendent – Human Resources or designate, the individual(s) involved and Union Representation.

(i) Official Written Warning will follow.

Step 3 – Suspension:

If the concerns are not resolved following Step 2, there will be a meeting with the Employee's supervisor(s), the Principal (if applicable), the Deputy Superintendent – Human Resources or designate, the individual(s) involved and Union Representation.

(i) Suspension, without pay, for an appropriate period of time will follow.

Step 4 – Termination:

If the concerns are not resolved following Step 3, there will be a meeting with the Employee's supervisor(s), the Principal (if applicable), the Deputy Superintendent – Human Resources or designate, the individual(s) involved and Union Representation.

(i) Official Termination letter will follow.

These steps are usually taken in sequence when an Employee exhibits behavior or performance issues. However, depending on the situation, any step may be repeated, omitted, or administrated out of sequence. The Employer reserves the right to effect immediate termination should the situation be warranted. Each case will be considered on an individual basis.

Original Date – June 28, 2011

Last Revised – November 26, 2019

LETTER OF UNDERSTANDING

TRANSITIONAL CLAUSES

PURPOSE:

The purpose of this letter is to accommodate transitional matters due to changes in the Collective Agreement.

THE PARTIES AGREE to the following:

Article 13 – Medical Plans

All Employees as of May 21, 2013 who are receiving ASEBP benefits under Article 13 shall be grandfathered regardless of the hours worked until the Employee applies for, and is successful in obtaining, a position that does not meet the 20-hour threshold.

This Letter of Understanding shall be renewed until it no longer applies.

Article 14 – Life and Disability Plans

All Employees as of May 21, 2013 who are receiving ASEBP benefits under Article 14 shall be grandfathered regardless of the hours worked until the Employee applies for, and is successful in obtaining, a position that does not meet the 20-hour threshold.

This Letter of Understanding shall be renewed until it no longer applies.

Original Date – May 21, 2013

Last Revised – November 26, 2019

LETTER OF UNDERSTANDING

SUPPLEMENTAL SICK TIME

THE PARTIES AGREE:

At the sole discretion of the Employer, where medical conditions warrant it, the Employer may supplement the Employee's accumulated sick days. The Union agrees that the Employer, without prejudice or precedent, has the right to request verification of the medical condition.

This letter of understanding will expire on August 31, 2023 unless both parties mutually agree to extend.

Original Date – June 15, 2015

Last Revised – November 26, 2019

LETTER OF UNDERSTANDING

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

THE PARTIES AGREE:

- The Division 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.
- Employees in a Head Custodian or Assistant Head Custodian position as of June 15, 2015 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.
- The full cost of the course fee and recertification shall be reimbursed by the Employer to any existing Employee who obtains their 5th Class Power Engineering Certificate. Reimbursement is contingent on the Employee passing the final exams.

Original Date – January 15, 2008

Last Revised – November 26, 2019

LETTER OF UNDERSTANDING
SHIFT DIFFERENTIAL

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 p.m.
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 Employer's 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 Division'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. Employer Request - Notwithstanding the above, if an evening custodian is requested by the Employer to cover for an unscheduled absence during the day, the Employee will receive their regular shift differential. This clause does not apply to regular scheduled day shifts for evening staff such as during school breaks.
7. Vacation Pay – as a percent (%) is included on the Employee's 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.
8. 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.
9. 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.

Original Date – November 30, 2011

Last Revised – November 26, 2019

LETTER OF UNDERSTANDING
LATERAL MOVES

WHEREAS:

In respect to the Custodial group, the following clauses currently exist in the Collective Agreement:

1) 10.04 Employees only serve one (1) probationary period

2) 12.01(3)(a) 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 Employer and the Union.

3) 12.01(1)(d) 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.

4) 12.01(4) The Employer shall have the right to transfer Employees as it deems fit for the efficient operation of the school system

THE PARTIES AGREE:

Considerable time is spent posting and filling positions

The Employer respects the need to not disrupt staff unnecessarily by transferring them under 12.01(4) for arbitrary or unethical reasons.

The needs of the Division are changing and the Employer desires to introduce a model of Division Caretakers, and Division Custodians where the work is deemed significantly similar regardless of location.

When an Employee applies for a role that is determined to be a lateral move but an increase in hours only, there is no trial period as this prevents the backfilling of a role for 3 months. An example would be a caretaker moving from location A to location B and from 3 hours to 4 hours. A trial period would not apply in this case as they have already proven their ability to complete the duties of the role and met the performance expectations. This will enable the Employer to post the vacant position created.

Being considered for a role

The Employer shall assess what is in the Division's best interest for vacant positions, if the positions are deemed to be lateral moves as defined below:

The definition of a **lateral move** is:

1) No increase in hourly pay.
2) No increase in financial compensation such as Head Custodial Administrative Allowance.
3) No change in job title – e.g. caretaker to another caretaker role, custodian to another custodian role, Head Custodian to Head Custodian role.
4) No change in classification. E.g. If an Employee is moving within the same classification, between schools this is deemed to be lateral – regardless of whether they are moving from or to an Elementary, Middle or High School as the role is deemed the same.

The trial period will not apply to lateral moves.

The definition of a **non-lateral move** is:

1) Where an Employee is moving from days to nights or vice versa.
2) Increase in hourly pay
3) Increase in financial compensation such as Head Custodian Administrative Allowance
4) Promotion (i.e. Caretaker to Custodian/Custodian to Head Custodian)

The trial period will apply to non-lateral moves.

The Employer will also assess the following:

The length of time an Employee has been in the role – frequent short term moves around the Division can be detrimental to the efficient operation of the Custodial group.

Whether the Employee has any recent performance concerns as identified through progressive discipline or as noted on a recent Evaluation – either annual or remedial - in which case the Employee may not transfer out of their current role while they are working on meeting the necessary expectations of the role.

Division positions

Henceforth job postings will be listed as "Division Caretaker/Custodian/Head Custodian" and the job location will be noted on the job posting.

Original Date – November 26, 2019

LETTER OF UNDERSTANDING

TRANSFER REQUEST PROCESS FOR EDUCATIONAL ASSISTANTS

PURPOSE:

The purpose of this letter is to accommodate a more flexible appointment process for those Educational Assistants currently employed by the Division, and to provide for more effective service to the students enrolled in the Division.

THE PARTIES AGREE:

That the following process is presented as an alternative to that provided in Article 12.02 of the Collective Agreement. As such, specifically, Articles 12.02(1), (2) and (5) shall be suspended while the following process is in place.

ALTERNATIVE TRANSFER PROCESS:

A. A permanent Education Assistant wishing to change their current assignment may request a transfer by submitting an application to the Deputy Superintendent of Human Resources. Such application should include any or all of the following:
   1. The type of EA position sought.
   2. The type of student or students the EA seeks to serve.
   3. The grade level of students with whom the EA can best interact.
   4. The school in which the EA hopes to be employed.
   5. Other factors which the EA seeking the transfer considers relevant.

B. Transfer Request applications must be submitted to the Deputy Superintendent - Human Resources on or before April 30th in any subsequent year.

C. When staffing an EA position the Deputy Superintendent of Human Resources must consider the following:
   1. The best interests of the student or students to be served by the EA being placed.
   2. How to best serve the needs of the school and the Division as a whole.
   3. The "best fit" for, and the interests of, the EA seeking a transfer.

D. The Deputy Superintendent of Human Resources may consider any transfer request, received prior to the deadline in "B" above, for any position that becomes available before the start of the next school year. Once a school year has begun further transfers will not normally be considered. The Deputy Superintendent of Human Resources will not make the appointment to such positions without first consulting with the transfer applicant being considered for the position.

E. Any decision made by the Deputy Superintendent under this Letter of Understanding shall be considered final and binding, and shall not be subject to appeal or grievance.

TERMINATION

If either party is desirous of terminating this process, they may do so by notifying the other party in writing sixty (60) days prior to the effective date of such termination. Upon termination this letter shall expire, and the original terms of the collective agreement reactivated. All transfers resulting from the above process shall stand and shall not be subject to appeal or grievance.

Original Date – May 21, 2013

Last Revised – November 26, 2019

LETTER OF UNDERSTANDING

HOURS OF WORK – EDUCATIONAL ASSISTANTS

WHEREAS:

Article 22.03 speaks to the hours of work of Educational Assistants group which may not take into account the requirements of the classification which may cause the Educational Assistants to work additional time outside the designated hours of work for which they may not be compensated.

THE PARTIES AGREE:

That a joint Union/Management Committee is formed within six (6) months of ratification to discuss the Educational Assistant hours of work, identify areas where mutually agreed to change can be made and implement the changes effective the 2020-2021 school year.

Original Date – June 15, 2015

Last Revised – November 26, 2019

LETTER OF AGREEMENT

COVID–19

This agreement made this 1st day of April 2020

BETWEEN:

THE MEDICINE HAT PUBLIC BOARD OF EDUCATION
Operating as The Medicine Hat Public School Division
(Hereinafter called "the Employer")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

PURPOSE:

The purpose of this letter is to provide flexibility to the Division in the assignment of duties while maintaining employment for the Support Staff currently employed by the Division, and to provide for effective service to the students in the Division.

THE PARTIES AGREE:

That the following is agreed to in order to provide that flexibility while still maintaining, to the fullest extent possible, the rights of the Employees covered by the Collective Agreement.

REDEPLOYMENT OF DUTIES:

Article 2 states:

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

Article 12 states:

12.01 **Custodial and Clerical Groups** - The following applies to both Groups, unless referenced to only one specific group:

(4) The Employer shall have the right to transfer Employees as it deems fit for the efficient operation of the school system.

12.02 **Educational Assistant Group**:

(3) The Employer shall retain the right to transfer Employees as it deems fit for the efficient operation of the school system; such transfers shall not be for frivolous or vexatious reasons.

Article 21 states:

21.02.1 **Job Duties** - The specific job duties of the Employees covered by this Agreement shall be established from time to time by Management.

Article 22 states:

22.01 **Custodial Group**:

(4) 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.

22.02 **Clerical Group**:

(1) Hours of work shall be seven and one half (7 ½) hours daily, to be carried out any time between the hours of 7:00 a.m. and 5:00 p.m., with one (1) hour for lunch, Monday to Friday of each week.

22.03 **Educational Assistant Group**:

(1) Educational Assistants:

With the exception of Employer designated professional development and planning days, Educational Assistants are employed to work with students and are not expected to be at work when students are not in attendance (i.e. non-instructional days). Accordingly, the Employee shall provide their hours of service as per their individual employment letter during the school year. The specific hours of service are established between the Employee and their respective principal.

Therefore, for the duration of the current situation:

A. When assigning duties, the Deputy Superintendent of Human Resources will consider the following:

1. The best interests of the student or students to be served.
2. How to best serve the needs of the school and the Division as a whole.

B. Any decision made by the Deputy Superintendent under this agreement shall be considered final and binding and shall not be subject to appeal or grievance, unless a Duty to Accommodate issue arises from the reassignment.

VOLUNTARY LAYOFF

Notwithstanding the above, Article 11 states the following.

11.01 In the event of the reduction of permanent staff, seniority shall govern with the Employee who has the least seniority being laid off first, subject to the requirement that all remaining Employees must have the necessary qualifications, required skills, knowledge and ability to perform functions necessary to maintain the highest possible quality of service to the students as determined by the Employer. All related job reassignments shall be determined by the Employer, as per Article 12 re Vacancies and Transfers.

11.02 Permanent Employees shall be recalled in the order of their seniority, commencing with the Employee with the most seniority, subject to the recalled Employee having the necessary qualifications, required skills, knowledge and ability to perform functions necessary to meet the unique needs of the students as determined by the Employer.

11.03 **Custodial and Clerical Groups:**

(1) The Employer shall, in writing, notify permanent Employees who are to be laid off, twenty (20) working days before layoff is to be effective.

(2) An Employee with seniority in a group defined in Article 21 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 they choose, 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.

11.04 **Educational Assistant Group**:

(1) In the event that all permanent Employees are not recalled by September 30, no new Employees shall be hired until those laid off have been given an opportunity of recall subject to the necessary qualifications, required skills, knowledge and ability to perform functions necessary to meet the unique needs of the students as determined by the Employer.

(2) For other than prescheduled layoffs for permanent Employees, the Employer shall provide as much notice as possible but shall provide no less than (5) five working days notice of layoff, or as prescribed by Labour Standards Code, whichever is greater.

Should an Employee request a temporary layoff with benefits the layoff may be granted. If the Employee is required by the Employer to remain working, the layoff request can be denied. The denial will be considered final and binding and shall not be subject to appeal or grievance. Should an Employee request a voluntary layoff they can do so by contacting their immediate supervisor.

The Employer agrees to maintain the ASEBP group benefits for any Employee that is laid off. The Employee will still be responsible for their share of the benefit premiums during the period that they are laid off. At this time ASEBP has limited the extended benefit period to 90 days. Which means if an Employee choses a layoff after three (3) months their benefits will cease, should ASEBP increase the extended benefit period the Employee will be entitled to the extension. However, on return to your position the benefits will be reinstated.

The layoff clauses 11.03(1) and 11.04(2) in the Collective Agreement shall be suspended for the duration of this agreement. However, as prescribed under the Employment Standards Regulation should an Employee request a layoff, they will be given the layoff notice which is two (2) weeks. However, if an Employee has been employed with the Division less than two (2) years they will be given one (1) weeks notice.

If layoffs are mandated by the Province or there are other unforeseen events (i.e. further loss of funding) that result in the Employer mandating Employee lay offs the above noted articles in the Collective Agreement shall remain suspended and the Employment Standards will be followed.

VACATION

Article 20 states:

20.03 **Regular Vacation Leave** - Vacation for all Employees shall be taken at a time when students are not in attendance at schools. If multiple applications are being considered then seniority shall be used to prioritize; however, once this leave has been approved, it shall not be subject to or affected by seniority.

Should an Employee wish to utilize their accrued vacation during this pandemic they are free to use them with standard supervisory approval.

The Employer reserves the right to recall any Employee during this agreement.

This agreement will be terminated at the conclusion of the pandemic or the start of the next school year which ever comes first.

At this time, all other provisions and entitlements of the Collective Agreement remain in place.

LETTER OF UNDERSTANDING

NON-CERTIFICATED CLASSROOM SUPERVISORS

THIS AGREEMENT is made

BETWEEN:

THE MEDICINE HAT PUBLIC BOARD OF EDUCATION
Operating as The Medicine Hat Public School Division
(Hereinafter called "the Employer")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

PURPOSE:

The purpose of this letter is to provide a temporary classification of casual employees to the Collective Agreement to provide classroom supervision in the absence of the teacher where there are no certified substitute teachers available. The intent of this agreement is to alleviate staffing shortages which may be caused by the COVID-19 pandemic and will terminate at the end of the pandemic or start of the 2021-2022 school year whichever comes first, unless the parties mutually agree in writing to extend.

THE PARTIES AGREE:

Non-Certificated Classroom Supervisors:

Shall be appointed by the Deputy Superintendent of Human Resources to assume the role of classroom supervisor in the event a certified substitute teacher is not available to cover a single day teacher absence and will work under the supervision of the school administrator. The non-certificated classroom supervisor will be responsible to deliver the learning activity as provided by the teacher and will assume no responsibility of lesson planning or student assessment.

These individuals must hold a diploma or bachelor's degree in a field related to education, youth, social work or recreation along with 3-5 years of work experience with children or youth.

Rate of pay will be set at:

Day Rate: $185.00

Half Day Rate: $92.50

DATED at the City of Medicine Hat, in the Province of Alberta, this 15 day of Oct, 2020.

[redacted]

LETTER OF AGREEMENT

National Day for Truth and Reconciliation

This agreement made this 20 day of August 2021.

BETWEEN:

THE MEDICINE HAT PUBLIC BOARD OF EDUCATION
Operating as The Medicine Hat Public School Division
(Hereinafter called "the Employer")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

ARTICLE 19 - STATUTORY HOLIDAYS

Whereas on June 9, 2021, Employment and Social Development Canada (ESDC) emailed stakeholders advising them that the implementation of the Truth and Reconciliation Commission's Call to Action 80 (legislation introduced on September 29, 2020, to establish National Day for Truth and Reconciliation for workers) received royal assent on June 3, 2021. This legislation comes into force on August 3, 2021.

And whereas Article 19 Statutory Holidays specifically 19.01 states:

19.01 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.

Furthermore, the parties agree that until the day is recognized by the Government of Alberta, Employees may not receive September 30 as the Statutory Holiday but shall receive a day in lieu. For 2021 the day in lieu will be November 10, 2021.

LETTER OF AGREEMENT

Overtime for Snow Removal

This agreement made this 5th day of October 2021

BETWEEN:

THE MEDICINE HAT PUBLIC BOARD OF EDUCATION
Operating as The Medicine Hat Public School Division
(Hereinafter called "the Employer")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

PURPOSE:

Due to the ongoing challenges of getting custodial staff to undertake snow removal on weekends, the purpose of this letter is to provide an enticement for part-time Employees to undertake snow removal as needed on weekends.

Article 22 Hours of Work – Custodial Group states the following:

22.01 (5) An Employee with approval to do snow removal on weekends shall bank time at time and one-half (1 ½) in lieu for all hours worked, to be taken at a mutually agreeable time prior to the start of the next school year.

Article 23 Overtime states the following:
23.01 **Overtime** - shall be paid as follows:

(1) Time and one-half (1 ½) of regular salary, plus allowances for the first four (4) hours after eight (8) hours of work in a day and double (2) time thereafter.

(2) Time and one-half (1 ½) shall be paid on Saturdays and Sundays for all hours worked.

(3) Double (2) time shall be paid on all statutory holidays.

(4) Notwithstanding Article 23.01(2) and 22.01(5) above, overtime will not be paid unless the Employee works more than forty (40) hours in a week.

THE PARTIES AGREE:

For the duration of this collective agreement that Article 22 and 23 shall read as follows:

22.01 (5) **Notwithstanding 23.01(4), part-time and full-time employees** with approval to do snow removal on weekends shall bank time at time and one-half (1 ½) in lieu for all hours worked, to be taken at a mutually agreeable time prior to the start of the next school year.

Article 23 Overtime states the following:
23.01 **Overtime** - shall be paid as follows:

(1) Time and one-half (1 ½) of regular salary, plus allowances for the first four (4) hours after eight (8) hours of work in a day and double (2) time thereafter.

(2) Time and one-half (1 ½) shall be paid on Saturdays and Sundays for all hours worked.

(3) Double (2) time shall be paid on all statutory holidays.

(4) Notwithstanding Article 23.01(2) ~~and 22.01(5)~~ above, overtime will not be paid unless the Employee works more than forty (40) hours in a week.

This Letter of Agreement will expire on August 31, 2023 unless there is mutual agreement, in writing, by both parties to extend.

[redacted]

LETTER OF AGREEMENT

Temporary Extension of Emergent Medical in Employee's Household Due to COVID

THIS AGREEMENT made this 30th day of November 2021

BETWEEN:

THE MEDICINE HAT PUBLIC BOARD OF EDUCATION
Operating as The Medicine Hat Public School Division
(Hereinafter called "the Employer")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

WHEREAS:

There have been changing restrictions related to the COVID-19 pandemic;

A dependent who has tested positive with COVID-19 and required to isolate for 10 days from the onset of symptoms;

And employees are only allowed two days with full pay under article 18.02(9) for emergent medical for a dependent living in an employee's household.

THEREFORE, it is agreed that:

Notwithstanding articles 18.02(9), which state the following:

18.02(9) *Emergent Medical - For attending to the emergent medical needs, which are not critical, of their child, spouse, parent or other person living in the employee's household. These days may be taken consecutively – two (2) days per school year.*

The parties, **only** for the 2021-22 school year, agree that employees who have a dependent in their household, who requires their care due to a COVID19 infection, shall be entitled to up to 10 days (inclusive of the 2 days under article 18.02(9) of leave with full pay. Proof of the dependent's positive COVID-19 result must also be provided to access this employer-paid leave.

To access this COVID assistance the employee will have to first utilize their two days under article 18.02(9) and are entitled to access an additional 8 days for a total of 10 to provide care for their dependent.

On September 1, 2022, this temporary extension of Emergent Medical in the Employee's Household Due to COVID shall cease to be available to the employee.

DATED at the City of Medicine Hat, in the Province of Alberta, this 30th day of November 2021.