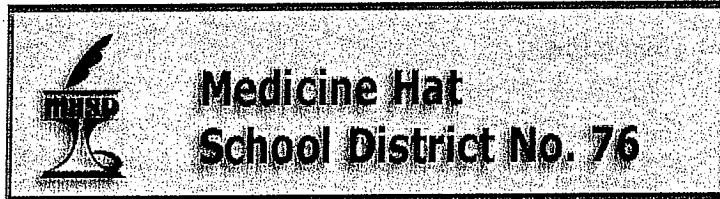


# COLLECTIVE AGREEMENT

BETWEEN:



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

- AND -



THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 829  
(EDUCATIONAL ASSISTANTS & CHILDCARE WORKERS)

SEPTEMBER 1<sup>ST</sup>, 2010 to AUGUST 31<sup>ST</sup>, 2013

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**MEDICINE HAT SCHOOL DISTRICT NO. 76**

**A G R E E M E N T**

**THIS AGREEMENT** made on 30th day of November of 2010.

**BETWEEN:**

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

**(Hereinafter called "The Board")**

**OF THE FIRST PART**

**- and -**

**Canadian Union of Public Employees  
Local 829 (Educational Assistants & Childcare Workers)**

**(Hereinafter called "The Union")**

**OF THE SECOND PART**

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

The effective date shall be from the first day of September 2010, 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 Board and its employees.

**ARTICLE 2 – RECOGNITION**

2.01 The Board recognizes the Canadian Union of Public Employees and its Local as the sole and exclusive collective bargaining agency for all Employees covered by Labour Relations Board Certificate No. 136-2010, and as per authority granted by The Labour Relations Code and the decision of the Labour Relations Board.

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

2.03 No Employee shall be asked to make a written or verbal agreement with the Board covering the hours of work, wages or conditions during the term of this Agreement.

2.04 No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Board without proper authorization of the Union. In order that this may be carried out, the Union shall notify the Board, in writing, of the names of the officers and the Union Committee and the area over which they are responsible.

**ARTICLE 3 – DISCRIMINATION OR HARASSMENT**

- 3.01 The Board and the Union recognize the right of all employees to work and conduct business and otherwise associate free from harassment or sexual harassment.
- 3.02 No employee shall be discriminated against on account of his being a member of a Trade Union or filling any position therein.
- 3.03 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 of that person or of any other person.
- 3.04 The Employer agrees that no Employee shall be subject to harassment or sexual harassment as per Board Policy, Guidelines and Procedures. Failure of employees to follow such, may result in disciplinary procedures up to and including termination.

**ARTICLE 4 – MANAGEMENT**

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

**ARTICLE 5 - UNION DUES**

- 5.01 The Board 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 and classifications of Employees from whose wages the deductions have been made.
- 5.03 The Union agrees to indemnify and save the Board harmless from any liability or action out of the operation of this Article.

## **ARTICLE 6 - GRIEVANCE PROCEDURE**

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

6.02 a) Step 1

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

b) Step 2

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

c) Step 3

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

### Arbitration

When a grievance is referred to arbitration under this Agreement, the notice referring the matter to arbitration shall state the name and address of the nominee. Within fifteen (15) days thereafter, the party shall advise the other, in writing, of the name and address of its nominee to the Arbitration Board. The two nominees shall then select a third person who shall be the Chairperson of the Arbitration Board.

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

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

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

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

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

## **ARTICLE 7 - DISMISSAL PROCEDURE**

- 7.01 Except in cases when the Board considers that an Employee's conduct warrants immediate dismissal, the practice shall be to warn the Employee in the presence of the Grievance Committee or Union Representative, at which time the Employee will be given the opportunity to be heard with a representative of the Union present.
- 7.02 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, he/she shall be immediately returned to this former status in all respects and shall be compensated for his/her net loss of earnings suffered by reasons of such dismissal, suspension, lay-off or demotion.
- 7.03 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 he/she has not received any disciplinary warning or suspension.
- 7.04 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 Educational Assistants and Childcare Workers.

## **ARTICLE 8 – SENIORITY**

- 8.01 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. 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.
- 8.02 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, rate of pay and seniority standing, the latter being open to clarification by Employees for thirty (30) days from the date of the submission.
- 8.03 Upon proof of error being established by a Union Representative, correction shall be made within (15) working days. The Employer will supply the Union with a copy of the seniority list and correction thereto.
- 8.04 Seniority shall be lost if any of the following occurs:
- (i) The employee does not complete their probationary period.
  - (ii) The employee is discharged for just cause and is not reinstated.
  - (iii) The employee resigns in writing.
  - (iv) The employee is absent from work for more the three (3) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
  - (v) The employee fails to report to work within five (5) working days following a recall.
  - (vi) The employee is not recalled to work for a period of fifteen (15) months.
- 8.05 Seniority shall operate on a bargaining-unit-wide basis.

**ARTICLE 9 – LAYOFF & RECALL**

- 9.01 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 10 re Vacancies and Transfers.
- 9.02 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.
- 9.03 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.
- 9.04 For other than prescheduled layoffs for permanent employees, the Employer shall provide as much notice as possible but shall provide no less that (5) five working days notice of layoff, or as prescribed by Labour Standards Code, whichever is greater.

**ARTICLE 10 - VACANCIES AND TRANSFERS**

- 10.01 When filling a vacant permanent position, the Employer shall post all available positions between June 1 and June 25 for a period of five (5) working days.
- 10.02 The Employer shall fill vacancies that occur after June 25<sup>th</sup> in a school year as a temporary position.
- 10.03 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.
- 10.04 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.
- 10.05 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.

## **ARTICLE 11 - SICK LEAVE**

- 11.01 All permanent, probationary and temporary employees with a contract of six months or more, who work 20 hours or more a week, shall be covered under the provisions of the Alberta School Employees Benefit Plan, Life Insurance and Long Term Disability, Schedule II Plan D, with the Board paying one hundred percent (100%) of the premium. For permanent employees, the Board shall pay their portion of the said premiums during the months of July and August.
- 11.02 a) Annual Sick Leave, with pay, will be granted to an Employee for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness or disability in accordance with the following schedule:
- in the first year of service with the Board, two (2) working days per calendar month
  - one year of service but less than two (2) – forty (40) working days
  - two years of service or more - ninety (90) calendar days
- b) Employees not covered under the provisions of the Alberta School Employees Benefit Plan shall, in addition to 11.02 (a), receive sick leave with pay in accordance with the following schedule:
- three (3) years of service but less than four (4) – eighty (80) working days
  - four (4) years of service but less than five (5) - one hundred (100) working days
  - five (5) or more years of service - one hundred and twenty (120) working days
- 11.03 After ninety (90) calendar days of continuous disability due to an injury or illness, the Alberta School Employees Long-Term Disability Benefit Plan will take effect.
- 11.04 When an Employee leaves the employ of the Board, all sick leave shall be cancelled.
- 11.05 Before any payment is made under the foregoing, the Employee shall provide:
- a) a declaration, on a form to be provided by the Board, where the absence is for a period of three (3) days or less;
  - b) a certificate signed by a qualified medical or dental practitioner where the absence is for a period of over three (3) days.
  - c) Notwithstanding the above, where there is a pattern of culpable absenteeism the Board reserves the right to require a medical certificate on the first day of illness.
  - d) when the sickness extends for a period of over one month, the Employee may, at the discretion of the Board, be called upon to furnish a further medical certificate at the end of each month during the duration of the sickness.
- 11.06 It is agreed that the Employment Insurance Commission rebate has been shared according to Section 64(4) of The Employment Insurance Act by the increase in the benefits contained in this Agreement.

**ARTICLE 12 - SUPPLEMENTATION OF COMPENSATION AWARD**

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

**ARTICLE 13 - MEDICAL COVERAGE**

- 13.01 (a) The Board agrees to assume one hundred percent (100%) of the cost of the Alberta Health Care Insurance Plan for all permanent, probationary and temporary employees with a contract of six months or more, who work 20 hours or more a week, and their dependants.
- (b) The Board agrees to assume one hundred percent (100%) of the Alberta School Employees Benefit Plan - Extended Health Care Benefits - Plan I, for all permanent, probationary and temporary employees with a contract of six months or more, who work 15 hours or more a week, and their dependants.
- (c) All permanent, probationary and temporary employees with a contract of six months or more, who work 20 hours or more a week, shall be covered under the provisions of Plan 3 of the Alberta School Employee Benefit Plan - Dental Care with the employer paying eighty-five percent (85%) of the premium subject to the following conditions:
- i) any employee employed by the Board on or before January 1, 1981 may choose not to be covered by the Plan,
  - ii) employees commencing employment with the Board after January 1, 1981 shall be covered by the Plan. Where there is a duplication of benefit because the spouse of an employee has the benefit plan or a similar plan, the employee may be exempted from the condition of employment,
  - iii) any employee who decides to join the plan after initially opting out of the plan, shall be covered under the plan, subject only to the conditions provided under the terms of the plan.
- (d) For permanent employees, the Board shall pay their portion of the above premiums during the months of July and August.

13.02 Health Spending Account

The Board will establish for each permanent, probationary and temporary employee with a contract of six months or more, who work 15 hours or more a week, a Health Spending Account which adheres to Revenue Canada requirements. The Board will contribute an amount equal to two percent (2%) of salary and allowances to such accounts.

**ARTICLE 14 - LEAVE OF ABSENCE**

14.01 **Compassionate Leave with pay** shall be granted to employees as follows:

- (a) For critical illness or death of spouse, son, daughter, parent, grandparent, grandchild, brother, sister, parent of a spouse, son-in-law, daughter-in-law, brother-in-law, sister-in-law, common law spouse, and also a relative who is a member of the employee's household - not more than five (5) working days for critical illness.
- (b) 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) Not more than three (3) working days for death of any of the above named mentioned if the funeral is in Medicine Hat, and not more than five (5) working days if the funeral is outside Medicine Hat.
- (d) Not more than eight (8) working days for combined critical illness and death for any of the above mentioned if the above occurs in Medicine Hat, and not more than ten (10) working days for critical illness and death of any of the above mentioned if it applies outside Medicine Hat.

Critical illness shall mean a life threatening illness.

14.02 **Leave of Absence with pay** shall be granted to an employee:

- (a) 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 Board.
- (b) For funeral of uncle, aunt, cousin, nephew, niece -- one (1) day's leave.
- (c) For acting as a pall bearer - one (1) day's leave.
- (d) For the adoption of a child – two (2) day's leave.
- (e) Any representative of the Union on a Committee who is in the employ of the Board, when meeting with the Board or its representatives, shall have the privilege of attending committee meetings held within working hours without loss of remuneration.
- (f) For paternal leave for the birth of employee's child – two (2) day's leave.
- (g) The Associate Superintendent of Human Resources may approve additional compassionate leave.
- (h) Impassable Roads – In accordance with District Policy.
- (i) To attend to personal business of up to three (3) days in a school year, provided that the Board is reimbursed for forty (40%) per cent of the cost of a substitute, whether a substitute is required or not. Such leaves shall not be used to extend the Christmas Vacation, February Break, Easter Vacation or Summer Vacation periods.
- (j) For attending to emergent medical needs, which are not critical, of his/her child, spouse, parent or other person living in the employee's household – two (2) days per school year.
- (k) For obtaining citizenship papers at a scheduled session of the court – one (1) days leave.
- (l) For the purpose of writing university examination – one (1) day.
- (m) While participating in University convocation exercise – one (1) day.

**14.03 Leaves of Absence Without Pay:**

- (a) Special Leave of Absence without pay may be granted by the Associate Superintendent of Human Resources to any employee insofar as the regular and efficient operation of the system will permit, provided reasonable notice in writing has been given by the applicant to the Associate Superintendent of Human Resources.
- (b) Notwithstanding the provisions of Article 8.01 an employee granted leave under (a) above shall maintain all accumulated seniority and accrue seniority for the first thirty (30) days of such leave.
- (c) During the leave the Employer agrees to continue to pay their share of medical coverage until the last day of the month in which the leave commenced. The Employee may then continue coverage at their own expense.

**14.04 Union Leave**

The Board agrees that leave of absence without pay, but with maintenance of seniority rights, shall be granted to any designated employee for conducting of Union business at large for a period not in excess of ten (10) working days in any one year without permission of the Board. One week's notice of such leave shall be required.

**14.05 Maternity Leave**

- (a) Employees are entitled to maternity leave without pay and/or employee benefits of any kind for up to one year under the following condition:
  - (i) The employees concerned shall obtain and submit a certificate from her physician certifying her pregnancy and the approximate date of delivery.
- (b) Notwithstanding Article 14.05(a), the Board will register and implement a Supplementary Unemployment Benefits Plan. This plan will provide the employees with 95% of regular salary and allowances and 100% benefits under Articles 11.01, 13.01(b), and 13.01(c) for that portion of the maternity leave which is health related to a maximum 13 weeks.
- (c) In the event the "health related portion" of Maternity Leave exceeds ninety (90) calendar days, the eligible employee will make application for long-term disability under the same terms and conditions as for any other illness, or disability.
- (d) The Board shall maintain employee benefits under Articles 13.01(b) and 13.02(c) of this Agreement for an employee who is granted leave under Article 14.05(a) to a maximum of the number of weeks which occur while that Educational Assistant is covered by Unemployment Insurance Statutes for that leave.
- (e) 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.

**14.06 Family Leave (Including Adoption Leave)**

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

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

**14.07 Compassionate Family Care Leave**

- (a) Employees shall be granted leave without pay or benefits of up to eight (8) weeks to care for a seriously ill family member. During the leave the employee will continue to receive seniority under the Collective Agreement. Upon return from leave, employees shall be placed in their former position.
- (b) 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 15 PROBATION**

- 15.01 All non-permanent employees shall be regarded as probationary if they started with the district between the start of the school year up to and including September 7<sup>th</sup>, unless they are acting in a temporary or casual capacity.
- 15.02 The probationary period shall end on March 31 of the same school year. Such probationary period may be extended by the mutual agreement of the Employer and the union until the end of the school year. Following a successful probation the employee will gain permanent employee status.
- 15.03 Any employee who has served on a temporary basis of nine months or more in the proceeding school year shall be regarded as a probationary employee should they be hired in the subsequent school year. This clause does not apply to employees in casual positions.
- 15.04 Temporary employees shall be regarded as temporary during the entire term of their temporary contract.
- 15.05 Probationary and Temporary employees may be terminated at any time during the probationary or temporary period without cause.

**ARTICLE 16 – RECOGNITION OF WORKING EXPERIENCE**

- 16.01 The adjustment date for experience increments shall be September 1 of each year. One year of working experience shall be any one year during which the Educational Assistant has worked for not less than 720 hours.
- 16.02 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 Board.
- 16.03 Notwithstanding the above an employee cannot move up more than one increment in any one school year.

**ARTICLE 17 - STATUTORY HOLIDAYS**

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

- 17.02 If a statutory holiday or declared holiday falls on a Employee's regular working period and he or she works, he or she will be paid at two (2) times his or her regular hourly rate of pay as covered by this Agreement for each hour worked in addition to his or her normal pay for the day.
- 17.03 When a statutory holiday falls on a Saturday or Sunday, the following working day shall be allowed as a holiday provided that school is NOT in operation. 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 18 - ANNUAL VACATION**

18.01 Employees shall accrue vacation time as follows:

### Years Service

0 - 1 year	1.25 days per month
1 - 5 years	3 weeks per year
6 - 13 years	4 weeks per year
14 - 21 years	5 weeks per year
22 or more years	6 weeks per year

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

18.02 Employees shall earn vacation in one year and are entitled to take the vacation days in the following year.

18.03 Vacation for all Employees normally shall be taken during the months of July and August or any school closure. However, vacation during the winter months may be granted by the Associate Superintendent of Human Resources to any Employee insofar as the regular and efficient operation of the system will permit, provided that reasonable notice, in writing, has been given by the applicant to the Associate Superintendent of Human Resources.

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

18.05 Any Employee terminating employment for any reason will be paid holiday pay equivalent to the applicable percentage of gross earnings according to entitlement of vacation:

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

18.06 Vacation pay for 10 month employees shall be paid on each cheque as in accordance with Article 18.05.

## **ARTICLE 19 HOURS OF WORK**

19.01 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.

19.02 Day Care Workers:

Day Care Workers are employed on a twelve (12) month basis.

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

## **ARTICLE 20 – OVERTIME**

- 20.01 Time and one-half (1-1/2) of regular salary, plus allowance, shall be paid for the first four (4) hours after eight (8) hours of work in a day and double (2) time thereafter. Double (2) time shall be paid for Saturdays and Sundays worked.
- 20.02 Double time shall be paid for emergency calls and not less than two (2) hours at the regular rate for any one call.
- 20.03 No Employee shall be required to take time off in lieu of being paid overtime at the applicable overtime rate of pay.
- 20.04 No overtime shall be paid unless the work concerned has been authorized by the Board or its officials.
- a) School principals may authorize overtime 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 Board and or its officials. A substitute will not be provided, and time off in lieu must not lead to overtime being required. Time off in lieu must be taken during the school year earned.

## **ARTICLE 21 - WAGES**

- 21.01 Wages shall be paid in accordance with the rates specified in Schedule A to this agreement.
- 21.02 All Employees shall be paid monthly, with the option to request an advance on the 15<sup>th</sup> of the month.
- 21.03 Educational Assistants shall be paid over ten (10) months.
- 21.04 Employees shall be paid on the last banking day of the month.

## **ARTICLE 22 - GENERAL PROVISIONS**

- 22.01 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.
- 22.02 Any employment undertaken by an Employee, other than with the Board, which is deemed by the Board to be detrimental to the performance of his normal duties, is prohibited.
- 22.03 Whenever the singular or feminine is used in this Agreement, it shall be considered as if the plural or masculine had been used where the context of the party or parties hereto requires.

## **ARTICLE 23 – CLASSIFICATION**

23.01 Employment Classifications shall include the following:

- 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 7<sup>th</sup> 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.
- c) **Casual** Employee – shall mean an Employee who is not regularly scheduled, but works on a call-in basis and is scheduled to relieve in the case of illness, or short- term leaves of absence. This classification shall include workers in the Day Care that have no fixed or recurring schedule of shifts or commitment for hours from the employer.

23.02 Job Classifications shall include the following:

a) **Educational Assistant I**

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

This individual is expected to have a Child Development certificate or other post- secondary formal training which is related to their job duties and is deemed equivalent by the Associate Superintendent of Human Resources.

Those employed as a Teacher Assistant with Medicine Hat School District No. 76, prior to October 1, 1990 shall be included in this classification.

b) **Educational Assistant II**

Shall be appointed by the Associate Superintendent - 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) **Day Care Worker I (Team Leader)**

Shall be appointed by the Associate Superintendent - Human Resources for the overall operation of the day care under the supervision of the principal and shall work closely with fellow child development professionals in the management of the child care and be responsible for daily staff scheduling.

d) **Day Care Worker II**

Shall be appointed by the Associate Superintendent of Human Resources under the supervision of the Team Leader to provide necessary care and support for children.

**ARTICLE 24 - IMPLEMENTATION OF AGREEMENT**

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

**ARTICLE 25 – COMMITTEES AND REPRESENTATION**

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

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

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

**ARTICLE 26 – CONTINUATION OF ACQUIRED RIGHTS**

26.01 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 27 - DURATION OF AGREEMENT**

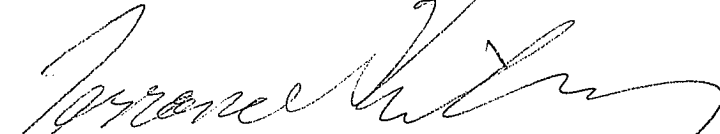
- 27.01 The Parties undersigned hereto, mutually agree to comply with and be governed by the conditions herein set out in this Agreement.
- 27.02 This Agreement shall remain in full force and effect from September 1st, 2010, and continue in full force and effect to the 31st day of August 2013, and from year to year thereafter, unless either party to this Agreement is given notice in writing by the other party of any change desired, not less than sixty (60) days or more than one hundred and fifty (150) days prior to the expiry date of August 31st, 2013, or the expiry date in any subsequent year.
- 27.03 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.

Signed on behalf of

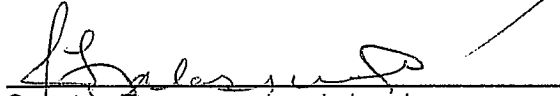
Signed on behalf of

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


**Canadian Union of Public Employees  
Local 829 (Educational Assistants &  
Childcare Workers)**

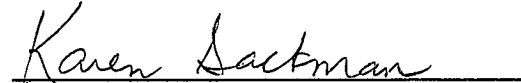
  
Board Chair – Terry Riley

  
President – Jake Braaten

  
Secretary Treasurer – Jerry Labossiere

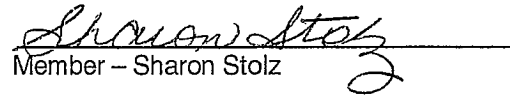
  
Member – Trisha Maxwell

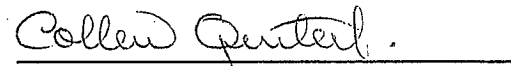
  
Trustee – Greg Bender

  
Member – Karen Sackman

  
Superintendent – Grant Henderson

  
Member – Lorna Statham

  
Member – Sharon Stolz

  
National Representative – Colleen Quintal

## SALARY SCHEDULE

Schedule "A"

Sept. 1, 2009		Sept. 1, 2010		Sept. 1, 2011		Sept. 1, 2012		Sept. 1, 2013	
Grid Step	Hourly Rate	Grid Step	Hourly Rate	Grid Step	Hourly Rate	Grid Step	Hourly Rate	Grid Step	Hourly Rate

General Increase 2.92% 3.5% 3.0%

**Educational Assistant I**

0	13.35								
1	14.02								
2	14.73	0-2	15.16						
3	15.46	3	15.91	0-3	16.47				
4	16.23	4	16.70	4	17.28	0-4	17.80		
5	17.05	5	17.55	5	18.16	5	18.70	0-5	18.70
6	17.89	6	18.41	6	19.05	6	19.62	6	19.62
7	18.79	7	19.34	7	20.02	7	20.62	7	20.62
8	19.72	8	20.30	8	21.01	8	21.64	8	21.64
9	20.71	9	21.31	9	22.06	9	22.72	9	22.72
10	21.76	10	22.40	10	23.18	10	23.88	10	23.88

**Educational Assistant II**

0	11.85								
1	12.43								
2	13.07	0-2	13.45						
3	13.72	3	14.12	0-3	14.61				
4	14.40	4	14.82	4	15.34	0-4	15.80		
5	15.12	5	15.56	5	16.10	5	16.58	0-5	16.58
6	15.87	6	16.33	6	16.90	6	17.41	6	17.41
7	16.67	7	17.16	7	17.76	7	18.29	7	18.29
8	17.49	8	18.00	8	18.63	8	19.19	8	19.19
9	18.36	9	18.90	9	19.56	9	20.15	9	20.15
10	19.28	10	19.84	10	20.53	10	21.15	10	21.15

**Child Care Worker I**

0	15.21	0	15.65	0	16.20	0	16.69	0	16.69
1	15.98	1	16.45	1	17.03	1	17.54	1	17.54
2	16.78	2	17.27	2	17.87	2	18.41	2	18.41
3	17.61	3	18.12	3	18.75	3	19.31	3	19.31
4	18.50	4	19.04	4	19.71	4	20.30	4	20.30
5	19.43	5	20.00	5	20.70	5	21.32	5	21.32

**Child Care Worker II**

0	13.49	0	13.88	0	14.37	0	14.80	0	14.80
1	14.17	1	14.58	1	15.09	1	15.54	1	15.54
2	14.87	2	15.30	2	15.84	2	16.32	2	16.32
3	15.61	3	16.07	3	16.63	3	17.13	3	17.13
4	16.40	4	16.88	4	17.47	4	17.99	4	17.99
5	17.20	5	17.70	5	18.32	5	18.87	5	18.87

The following is understood:

- ⌚(1) Employees who were on the grid on or before September 1, 2010 will move to the closest available step on the new respective grid and continue to work their way through the grid. No employee will be moved to a lower rate.
- ⌚(2) All new employees shall start at the base rate (step 0) and work their way through the respective grid.
- ⌚(3) The Associate Superintendent of Human Resources may place a new employee on a step other than "0" if in his/her opinion their past experience(s) warrants it. But in no case shall a new employee start at the top step.
- ⌚(4) Casual employees shall be paid at the base rate (step 0) of the grid on which they belong.

**Letter of Understanding  
Transition re Permanent Status**

**THIS AGREEMENT** is made in duplicate.

**BETWEEN:**

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

OF THE FIRST PART

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 829**  
(Educational Assistants)  
(Hereinafter called "CUPE EA's")

OF THE SECOND PART

**THE PARTIES AGREE:**

That the following will be used to determine the status of staff as of September 1, 2010:

Permanent staff – shall include all staff that

- Were employed by the District on Sept 1, 2010 and
  - Who received summer benefits during the summer of 2010
- or
- Were employed by the District on Sept 1, 2010 and
  - Had been employed by the District for periods of nine months or more in each of the two immediately preceding school years.

Temporary staff – shall be deemed to be in their probationary period if:

- Currently in the second consecutive year of employment with the District, and
- In each of the two years was or will be employed for a period of nine months or more.

As such, the Probationary terms specified in Article 15 shall apply.

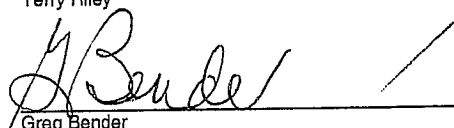
**DATED** at the City of Medicine Hat, in the Province of Alberta, this 30th day of November 2010.

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

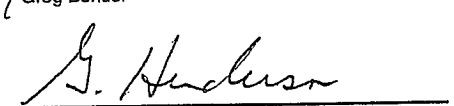
Per:

  
Terry Riley

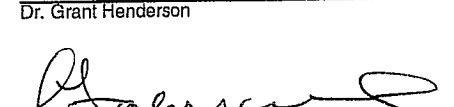
Per:

  
Greg Bender

Per:

  
Dr. Grant Henderson

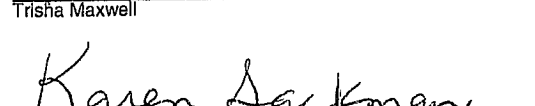
Per:

  
Jerry Labossieje

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 829 (EDUCATIONAL ASSISTANTS):**

  
Jake Braaten

  
Trisha Maxwell

  
Karen Sackman

  
Lorha Statham

  
Sharon Stoliz

