

SOURCE	Union
EFF.	99.09.01
TERM.	2001.08.31
No. OF EMPLOYEES	100
OMBRE D'EMPLOYÉS	100

MEDICINE HAT SCHOOL DISTRICT NO. 76

CLERICAL

SALARY AGREEMENT

BETWEEN:

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

**(Herein called "The Board"
OF THE FIRST PART)**

- and -

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

**(Herein called "The Union"
OF THE SECOND PART)**

SEPTEMBER 1ST, 1999 – AUGUST 31ST, 2001

12.417(01)

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MEDICINE HAT SCHOOL NO. 76

AGREEMENT

THIS AGREEMENT made on the 21st day of June, A.D. 1999.

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

**(Herein called "The Board"
OF THE FIRST PART)**

- and -

Canadian Union of Public Employees Local 829 (Clerical Staff)

**(Herein 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, 1999, unless otherwise specified.

ARTICLE 1. PURPOSES

The parties to this Agreement mutually agree to comply with and be governed by the conditions **as** set **out** herein, for the purpose of maintaining harmonious relations between the employer and employee.

ARTICLE 2. RECOGNITION

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

ARTICLE 3. MANAGEMENT

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

ARTICLE 4. UNION DUES

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

ARTICLE 5. GRIEVANCE PROCEDURE

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:

- (a) 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 of the Board. 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) If the grievance is not settled under paragraph (a) above, 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) If the grievance is not settled under paragraph (b) above, 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.

"The Union shall appoint one (1) representative and the Board shall appoint one (1) representative. The two representatives shall meet within five (5) days of their mutual appointment, and endeavour to appoint a third person to the Arbitration Board, and such person shall be Chairman. Failing to agree upon a chairman, application may be made by either party to the Minister of Labour of the Province of Alberta to appoint a chairman. The decision of the Arbitration Board shall be final and binding on both parties to this Agreement. After making full inquiry and without undue delay, and in any event, not more than fourteen (14) days exclusive of Saturdays, Sundays or holidays, the Board shall submit its findings to both parties."

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

ARTICLE 6. DISMISSAL PROCEDURE

- (a) Except in cases when the Board considers that an employee's conduct warrants immediate dismissal, the practice shall be to warn the employee in the presence of the Grievance Committee or Union Representative, ~~at~~ which time the employee will be given the opportunity to be heard ~~with~~ a representative of the Union present.
- (b) Should an employee be dismissed, suspended, laid off or demoted, and it is later established that such dismissal, suspension, lay-off or demotion was unfair or not in accordance with the provisions of this Agreement, he shall be immediately returned to this former status in all respects and shall be compensated for his net loss of earnings suffered by reasons of such dismissal, suspension, lay-off or demotion.
- (c) Any disciplinary notation or warning in writing shall be removed from an employee's record after a period of twenty-four (24) months in which he has not received any disciplinary warning or suspension.

ARTICLE 7. SENIORITY

- (a) The seniority of an employee shall be established from the date when he last entered the service of the School District.
- (b) The Board agrees to prepare and mail to the Secretary of the Union, not later than January 31st of each year, or such time as may be mutually agreed upon, a list of names of all employees, showing their classification, rate of pay and seniority standing, the latter being open to protest by employees for thirty (30) days from the date of the submission.
- (c) Upon proof of error being established by a Union Representative, correction shall immediately be made. The Board will supply the Union with a copy of the seniority list and corrections hereto.
- (d) In the event of reduction of staff, seniority shall govern with the employee who has the least seniority being laid off first.
- (e) Employees shall be recalled in the order of their seniority provided they qualify for the position. No new employee shall be hired until those laid off have been given an opportunity of recall.
- (f) The employer shall, in writing, notify permanent employees who are to be laid off, twenty (20) working days before lay-off is to be effective.
- (g) An employee with seniority in the bargaining unit whose job is permanently affected by way of being discontinued or changed in a manner that will reduce the employee's rate of pay or regular hours of work may if he chooses displace the employee with least seniority in the same classification covered in this Agreement. Other employees who are affected by such a move shall be allowed to exercise their seniority rights in the same manner.

ARTICLE 8. VACANCIES AND PROMOTIONS

- (a) When a new position or vacancy occurs:
- i) It shall be posted in all of the schools for a period of eight (8) working days so all employees will have the opportunity to apply.
 - ii) A copy of such posting shall be given to the Secretary of the Union.
 - iii) The Board may call for applications for new positions or vacancies by advertisement in a newspaper if there are no internal applicants.
 - iv) The vacancy shall be filled on the basis of seniority provided the senior applicant has the required qualifications for the position posted.
 - v) The Secretary-Treasurer of the Union shall be notified of the name of the successful applicant.
- (b) A position that will be temporarily vacant for a period of sixty (60) calendar days or more shall be posted in accordance with (a) above.
- i) An employee who applies and is successful in being selected for a temporary vacancy shall be returned to his/her previous position upon return of the employee who was absent.
- (c) Employees who are appointed or promoted shall be allowed two (2) months in which to prove themselves capable of filling the positions concerned. If such employee does not qualify within such time, the employee shall revert to the former position or status without loss of seniority, provided that if before the expiry date of two (2) months it appears to the Board and the Union such employee is incapable of qualifying for such position, the employee may be required to revert to his former position or status before such time, without prejudice and without loss of seniority.
- (d) When no promotion, or filling of a vacancy, or new position is involved, the Board shall have the right to transfer employees, as it deems fit for the efficient operation of the school system.
- (e) An employee required to assume temporarily the duties of another position paying a higher rate of pay for a period of more than three (3) working days shall receive the rate paid for such a position with effect from the first day. If required to temporarily fill a position carrying a lower rate, the employee shall continue to receive the rate payable at his regular position.
- (f) All employees covered by this Agreement may, upon commencement of employment, be required at the expense of the Board, to submit a certificate of health and thereafter in the case of communicable disease a certificate of health when requested to do so.

E 9. SICK I

- (a) All employees shall be covered under the provisions of the Alberta School Employees Benefit Plan, Life Insurance and Long Term Disability, Schedule II Plan D, with the employer paying one hundred percent (100%) of the premium.
- (b) (i) Annual Sick Leave, with pay, will be granted to an employee for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness or disability in accordance with the following schedule:
- in the first year of service with the Board, two (2) working days per calendar month

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

ARTICLE 10. SUPPLEMENTATION OF COMPENSATION AWARD

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

ARTICLE 11. MEDICAL COVERAGE

- (a) The Board agrees to assume one hundred percent (100%) of the **cost** of the Alberta Health Care Insurance **Plan** for all employees and their dependants.
- (b) The Board agrees to assume one hundred percent (100%) of the Alberta School Employees Benefit Plan - Extended Health Care Benefits - **Plan I**, for all employees and their dependants.
- (c) All employees shall be covered under the provisions of **Plan 3** of the Alberta School Employee **Benefit Plan - Dentalcare** 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) Substitute employees, after three (3) continuous months of employment, shall be eligible to enroll in all medical plans included under Article 11 of this Agreement.

ARTICLE 12. LEAVE OF ABSENCE

ARTICLE 12.1 - WITH PAY

- (a) **Compassionate** Leave with pay shall be granted to employees **as follows**:--
 - i) For critical illness or death of spouse, son, daughter, parent, grandparent, grandchild, brother, sister, parent of a spouse, son-in-law, daughter-in-law, brother-in-law, sister-in-law, common law spouse, **and also** a relative who is a member of the employee's household.
 - not more than five (5) working days for **critical** illness.
 - ii) "A **Statement** will be required **if** death does not occur, signed by the member, **signifying** to the **critical** nature **of** the illness, or the illness requiring admission to a hospital intensive care unit, and the qualified medical practitioner's name, address and telephone number who may be contacted to verify the **Statement**. The **Statement** shall **contain an** authorization allowing the Doctor to release information to the Secretary-Treasurer of the Board relating to the illness giving rise to the leave."
 - iii) Not more than three (3) working days for death of any of the above named mentioned if the funeral is in Medicine Hat, and not more **than** five (5) working **days** if the funeral is outside Medicine Hat.

- iv) Not more than eight (8) working days for combined critical illness and death for any of the above mentioned *if* the above occurs in Medicine Hat, and not more ~~than~~ ten (10) working days for critical illness and death of any of the above mentioned *if* it applies outside Medicine Hat.

Critical Illness shall mean a life threatening illness.

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

- i) While serving on a jury or ~~as~~ a witness ~~as~~ a result of a subpoena providing that any fee received for acting ~~as~~ a witness be paid over to the Board.
- ii) For funeral of uncle, aunt, cousin, nephew, niece-- one (1) days' leave.
- iii) For acting ~~as~~ a pall bearer - one half (1/2) days' leave.
- iv) For the adoption of a child - one (1) day's leave.
- v) Any ~~representative~~ of the Union ~~on~~ a Committee who is in the employ of the Board, when meeting with the Board ~~or~~ its representatives, shall have the privilege of attending committee meetings held ~~within~~ working hours without loss of remuneration.
- vi) ~~For~~ paternal leave for the birth of employee's child - one ~~(1)~~ day's leave.
- vii) The Assistant Superintendent of Business Administration and Secretary-Treasurer may recommend to the Board of Trustees additional compassionate leave under leave under . Clause 12.1(a).
- viii) Impassable Roads- In accordance with District Policy A-11.

ARTICLE 12.2 - WITHOUT PAY

- (a) Special Leave of Absence without pay may be granted by the Secretary Treasurer 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 Secretary-Treasurer.
- (b) The ~~Board agrees~~ that leave of absence without pay but **with maintenance of seniority** rights shall be granted to any designated ~~employee for~~ conducting of Union business ~~at large~~ for a period *not* in excess of ten (10) working days in any one year without permission of the **Board**. One week's notice of such leave shall be required.
- (c) Maternity Leave shall be granted upon application, without pay, under the following conditions: --
 - (i) The employee concerned shall obtain and submit a Certificate from a physician certifying to her pregnancy and approximate dates of her confinement.
 - (ii) The date of the beginning and termination of leave shall be determined on the recommendations of her physician. The Board, however, reserves the right to request the employee to **proceed** on maternity leave at any time subject to the grievance procedure, when, in its opinion, the work performance of the employee is adversely affected.

- (iii) Upon return from maternity leave, after giving the employer at least two (2) weeks notice, an employee will be placed in her former position or a comparable position. An employee who is granted maternity leave for a period in excess of six (6) months, will be placed in the first appropriate vacancy as determined by the Secretary-Treasurer of the Board.
 - (iv) Maximum leave of absence under this clause shall be nine (9) months, or longer if mutually agreed to by the parties.
 - (v) Upon return to work, an employee shall be placed on the same step of the same salary group that 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.
- (d) An employee may apply during the winter term for extra time off for winter vacation once every four (4) years. Applications shall be considered on the basis of seniority; however, once this leave has been approved, it shall not be subject to or affected by seniority.

ARTICLE 13. HOURS OF WORK

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

ARTICLE 14. OF YMENT

- (a) New employees will be regarded as probationary for the first four (4) months of employment.
- b) Employees employed on a ten (10) month basis will be guaranteed their return to employment after the summer vacation. if employment is to be terminated by either party at the end of the school term in June, notice must be given in writing, setting forth the reasons therefore, at least thirty (30) days prior to the 30th of June.

ARTICLE 15. STATUTORY DAYS

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

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

ARTICLE 16. ANNUAL VACATION

- (a) Employees with one (1) year's continuous ~~service~~ or more shall be given three (3) weeks vacation with pay each year. Employees with six (6) or more years ~~of~~ continuous service shall be given four (4) weeks vacation with pay each ~~year~~. Employees with sixteen (16) years or more continuous service shall be given five (5) weeks vacation with pay each year. Employees ~~with~~ twenty-four (24) years or more continuous ~~service~~ shall be given ~~six (6)~~ six (6) weeks vacation with pay each year. The ten (10) month employees shall be reimbursed ~~on~~ a proportionate basis.
- (b) The anniversary date for vacation shall be June 30th. Employees who have not completed ~~six (6)~~, sixteen (16) ~~or~~ twenty-four (24) years of service, but who will have completed the ~~sixth (6th)~~, sixteenth (16th) ~~or~~ twenty-fourth (24th) year prior to June 30th of the following year shall in that year have the fourth, fifth or ~~sixth~~ week of vacation referred to in Article 16 (a) pro-rated according to the number of months completed.
- (c) Annual Vacation for all employees normally shall be taken during the months of July and August; however, annual vacation during the winter months may be granted by the Secretary-Treasurer 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 Secretary-Treasurer.
- (d) Statutory or declared holidays are not included in the vacation period.
- (e) Any employee terminating employment for any reason will be paid holiday pay equivalent to the applicable percentage of gross earnings according to entitlement of vacation:
 - three (3) weeks - ~~six (6%)~~ six (6%) per cent
 - four (4) weeks - eight (8%) per cent
 - five (5) weeks - ten (10%) per cent
 - ~~six (6) weeks - twelve (12%) per cent.~~
- (f) Holidays earned will be paid at the end of May. Days not worked during the Christmas and Easter recess will be deducted from holiday pay entitlement received at the end of May.
- (g) Employees shall be ~~on~~ duty during the week after school closes for the Summer and the week prior to the opening of school, as required, and shall be compensated for this period of work at their regular salary rate. Part-time employees will be reimbursed ~~on~~ a proportionate basis. Ten (10) month Clerical Staff employed in accordance with this article shall notify the Secretary-Treasurer, in writing, prior to August 15th of each year anticipated working days during the month of August.

ARTICLE 17. OVERTIME

- (a) Time and one-half (1 1/2) of regular salary plus allowance shall be paid for the first four (4) hours after expiration of the regular shift and double (2) time thereafter. Double (2) time shall be paid for Saturdays and Sundays worked.

- (b) Double time shall be paid for emergency calls and not less than two (2) hours at the regular rate for any one call.
- (c) No employee shall be required to take time off in lieu of overtime.
- (d) Overtime will be calculated as follows:
At the rate of 1/163 of the monthly salary.
- (e) No overtime shall be paid unless the work concerned has been authorized by the Board or its officials.

ARTICLE 18. GENERAL PROVISIONS

- (a) In the event of the death of any permanent employee, the dependent or dependants of the employee shall be paid the salary for the current month and also the salary for the following month.
- (b) Participation in the Local Authorities Board Pension scheme is obligatory after one (1) year of employment for all employees, working 14 hours per week or more.
- (c) Any employment undertaken by an employee other than with the Board which is deemed by the Board to be detrimental to the performance of his normal duties is prohibited.
- (d) No employee shall be discriminated against on account of his being a member of a Trade Union or filling any position therein.
- (e) No employee shall be discriminated against on account of age, race, Colour, gender, political or religious affiliation or because he attempts to have grievances adjusted.

ARTICLE 19. CHANGES IN CLASSIFICATION

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

ARTICLE 20. CLASSIFICATION

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

- Class I** **Library Assistant and I.M.C. Clerk** - to perform duties for teacher-librarians in elementary, junior high and senior high schools; or for the I.M.C. Manager. Period of employment - at least ten (10) months per year.
- Class II** **School Secretary I** - (elementary, junior and senior high schools and duplicating equipment operator) - to perform typing and clerical duties as assigned by the school principal. Period of employment - ten (10) months per year.

- Class III** **Library Technician** - specialized library work performed in Medicine Hat High School - work closely with librarian in all tasks performed in the school library - ten (10) months per year.
- Class IV** **School Secretary II - (Bookkeeper)** - to perform clerical and bookkeeping duties as assigned by the school principal. Period of employment - twelve (12) months per year.
- Class V** **School Secretary III - (Senior Secretary - Junior high school)** - to perform senior secretarial duties as assigned by the school principal. Period of employment - twelve (12) months per year.
- Class VI** **School Secretary IV - (Senior Secretary - High School)** - to perform senior secretarial duties as assigned by the school principal. Period of employment - twelve (12) months per year.

ARTICLE 20. WAGES

- a) All employees shall be paid twice monthly.
- b) Both monthly and hourly rates are quoted. Should a discrepancy occur due to rounding, the monthly rate will apply.

Effective September 1ST, 1999 TO December 31ST, 1999

Class	1 Year	2 Year	3 Year	4 Year
Class I (Monthly) (Hourly)	1,865 11.44	1,903 11.67	1,943 11.92	1,984 12.17
Class II (Monthly) (Hourly)	1,918 11.77	1,959 12.02	2,004 12.29	2,040 12.52
Class III (Monthly) (Hourly)	1,984 12.17	2,021 12.40	2,064 12.66	2,101 12.89
Class IV (Monthly) (Hourly)	1,984 12.17	2,021 12.40	2,064 12.66	2,101 12.89
Class V (Monthly) (Hourly)	2,041 12.52	2,083 12.78	2,124 13.03	2,164 13.28
Class VI (Monthly) (Hourly)	2,083 12.78	2,124 13.03	2,167 13.29	2,208 13.55

Effective January 1st, 2000 – August 31st, 2000

Class	1 Year	2 Year	3 Year	4 Year
Class I (Monthly)	1,920	1,960	2,002	2,044
(Hourly)	11.78	12.02	12.28	12.54
Class II (Monthly)	1,975	2,018	2,064	2,102
(Hourly)	12.12	12.38	12.66	12.90
Class III (Monthly)	2,044	2,081	2,126	2,165
(Hourly)	12.54	12.77	13.04	13.28
Class IV (Monthly)	2,044	2,081	2,126	2,165
(Hourly)	12.54	12.77	13.04	13.28
Class V (Monthly)	2,103	2,145	2,188	2,229
(Hourly)	12.90	13.16	13.42	13.67
Class VI (Monthly)	2,145	2,188	2,232	2,275
(Hourly)	13.16	13.42	13.69	13.96

Effective September 1st, 2000 – December 31st, 2000

Class	1 Year	2 Year	3 Year	4 Year
Class I (Monthly)	1,969	2,009	2,051	2,093
(Hourly)	12.08	12.33	12.58	12.84
Class II (Monthly)	2,024	2,067	2,113	2,151
(Hourly)	12.42	12.68	12.96	13.20
Class III (Monthly)	2,093	2,130	2,175	2,214
(Hourly)	12.84	13.07	13.34	13.58
Class IV (Monthly)	2,093	2,130	2,175	2,214
(Hourly)	12.84	13.07	13.34	13.58
Class V (Monthly)	2,152	2,194	2,237	2,278
(Hourly)	13.20	13.46	13.72	13.98
Class VI (Monthly)	2,194	2,237	2,281	2,324
(Hourly)	13.46	13.72	13.99	14.26

Effective January 1st, 2001 – August 31st, 2001

Class	1 Year	2 Year	3 Year	4 Year
Class I				
(Monthly)	2,028	2,069	2,113	2,157
(Hourly)	12.44	12.69	12.96	13.23
Class II				
(Monthly)	2,084	2,129	2,177	2,216
(Hourly)	12.79	13.06	13.36	13.60
Class III				
(Monthly)	2,157	2,194	2,240	2,281
(Hourly)	13.23	13.46	13.74	13.99
class IV				
(Monthly)	2,157	2,194	2,240	2,281
(Hourly)	13.23	13.46	13.74	13.99
Class V				
(Monthly)	2,217	2,259	2,304	2,346
(Hourly)	13.60	13.86	14.13	14.39
class VI				
(Monthly)	2,259	2,304	2,349	2,394
(Hourly)	13.86	14.13	14.41	14.69

Deductions for days missed and for days of Christmas recess and Easter recess (excluding Saturdays, Sundays and Statutory holidays) shall be on the basis of **1/260** of the appropriate yearly rate.

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**.

Change of classification shall be upon recommendation of the administrators concerned, subject to approval by the Board. If and when an employee is promoted from *one* classification to another, the employee shall receive the next higher rate in the new classification, providing the increase is at least thirty (\$30.00) dollars per month.

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

ARTICLE 21. IMPLEMENTATION OF AGREEMENT

It is understood and agreed that the **salary** of any employee as of 31st August 1999 will not be reduced as a result of the implementation of this Agreement.

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

ARTICLE 22. GENERAL

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.

All adjustments to be made to employees on staff on date of signing of this Memorandum of Agreement.



ARTICLE 23. LABOUR MANAGEMENT COMMITTEE

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

- (1) to meet at the request of either party
- (2) 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.

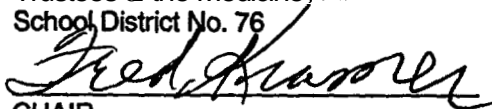
ARTICLE 24. DURATION OF AGREEMENT

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

(b) This Agreement shall remain in full force and effect from September 1st, 1999, and continue in full force and effect to the 31st day of August, 2001, 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 twenty (120) days prior to the expiry date of August 31st, 2001, or the expiry date in any subsequent year.

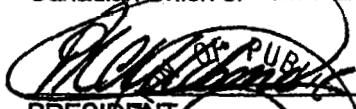
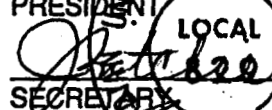

(c) Negotiations pertaining to any desired change must be commenced within twenty (20) days after the date of receipt of said notice unless extended by mutual agreement.

Signed on behalf of the Board of Trustees of the Medicine Hat School District No. 76


CHAIR


SECRETARY-TREASURER

Signed on behalf of Local 829 Canadian Union of Public Employees


PRESIDENT

SECRETARY

NATIONAL REPRESENTATIVE