

**COLLECTIVE AGREEMENT**

between

**THE BOARD OF SCHOOL TRUSTEES  
OF  
SCHOOL DISTRICT NO. 10 (ARROW LAKES)**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 2450**

**July 1, 2003 - June 30, 2006**

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## **PREAMBLE**

The purpose of School District No. 10 (Arrow Lakes) is to provide all our students with an equal opportunity to achieve academic excellence to the utmost of their abilities, to learn to manage change, to learn to live and work in harmony with others and their environment and thus to grow into caring, intelligent and productive citizens. We believe our mission can only be achieved by a highly professional staff and with the active co-operation of all community members.

The intent of this Agreement is to

- (1) Provide the basis for a harmonious working relationship between the Arrow Lakes Board of School Trustees and its support staff.
- (2) Provide settled and just conditions of employment.
- (3) Recognize the mutual value of joint discussion and negotiations in all matters pertaining to support staff.
- (4) Encourage opportunities for efficiency in operations.

## **ARTICLE 1 – UNION RECOGNITION**

1.01 The Board recognizes the Union as the exclusive representative for the purposes of conducting collective bargaining regarding rates of pay, hours of work, and all other working conditions of the employees of the Board, as long as the Union retains its right to conduct collective bargaining on behalf of such employees, under provisions of the British Columbia Labour Relations Code as certified by the Labour Relations Board, and excepting those having authority to hire or discharge employees and those employed in a confidential capacity as defined by the British Columbia Labour Relations Code.

The following positions shall be excluded from coverage under this Agreement:

1. Executive Assistant
2. Information Technology Manager

### 1.02 Definition of Employees

1. Regular Employees: are employees either full-time or part-time who hold a posted position.
2. Temporary Employees: are employees who have completed sixty (60) shifts continuous or broken employment within a twelve (12) month period.
3. Casual Employees: are employees who work on an intermittent basis, but who have not completed sixty (60) shifts employment within a twelve (12) month period.

1.03 The Board agrees that there shall be no intimidation or discrimination against any employee by reason of her activities as a member of the Union, and the Union agrees that there shall be no intimidation on its part towards any employee of the Board.

1.04 During the term of the Agreement, the Union and its members shall not authorize or participate in a strike; neither shall the Board declare a lock-out of any employees. It shall not be a violation of the Agreement or cause for discharge or any employee for refusing to cross a legal picket line.

1.05 The Board agrees that the Union shall have the right to maintain a bulletin board in a convenient location in all schools, provided that the use of such shall be restricted to the postings of notices regarding the business affairs, meetings, social events and reports of the Union.

1.06 The Board agrees that any recommendation or matters considered by the Board relating to rates of pay, transfers, hiring or discharge of all employees covered by the terms of this Agreement shall be communicated in writing to the Union at the time of their consideration and decision by the Board.

1.07 Should any displacement of staff be indicated as the result of technological change, the Board and the Union shall meet and discuss the possibility of employing displaced employees in some other capacity, sixty (60) shifts prior to the implementation of such change.

In the event that a regular employee is displaced, she shall have the right to bump any employee with less seniority providing the displaced employee possesses the qualifications required of the job held by the junior employee. Any employee placed in a lower-rated position as a result of technological change, shall not have her wages reduced; but shall continue to receive her old rate until such time as the agreement rate for her new position is equal to her actual rate of pay.

1.08 The administration of the terms of this Agreement shall fall within the jurisdiction of the Secretary-Treasurer of the Board.

1.09 The Board agrees that all correspondence between the Board and the Union related to matters covered in this Agreement shall be sent to the Executive of the Union. The Board agrees that a copy of any correspondence between the Board and any employee in the bargaining unit covered by this Agreement pertaining to the interpretation or application of any clause in this Agreement shall be forwarded to the Executive of the Union.

1.10 Employees whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for work that members of the Canadian Union of Public Employees are unable to handle and except in cases mutually agreed upon by the parties.

1.11 Contracting Out

Work normally performed by the bargaining unit regular employees shall not be contracted out without mutual agreement provided:

- i) there are sufficient qualified, employees available to do the work within the projected time limits
- ii) the employer has the equipment or facilities to do the work.

No regular employee of the Board shall lose their job or suffer reduction of hours as a result of the Board contracting out work.

1.12 Wherever the singular or feminine is used in this Agreement, it shall be considered as if the plural or masculine has been used where the context of the party or parties hereto so require.

## **ARTICLE 2 – THE BOARD’S RIGHTS RE EMPLOYEES**

- 2.01 The Union recognizes the undisputed right of the Board to operate and manage the district in accordance with its commitments and responsibilities, and to make and alter from time to time, rules and regulations to be observed by employees, which rules and regulations shall not be contrary to any provisions of this Agreement. Such rules and regulations or amendments shall be communicated in writing to the Union.
- 2.02 The Board shall always have the undisputed right to hire employees, and subject to this Agreement, the right to discipline, demote and discharge employees for just cause.

## **ARTICLE 3 – UNION SECURITY AND CHECK-OFF DEDUCTIONS**

### **Check-off Deductions**

- 3.01 The Board agrees to check-off all Union dues and initiation fees in accordance with the provisions of the British Columbia Labour Relations Code.
- 3.02 The Board shall, during the life of this Agreement, deduct as a condition of employment, a sum equivalent to dues as set by the Union from the pay due each pay period to each employee and remit the same to the Treasurer of the Union not later than the 10<sup>th</sup> day of the month following the pay period for which such deductions are made.

The Union shall give the Board thirty (30) calendar days notice of any adjustment to the Union's dues schedule.

- 3.03 Notwithstanding any provisions contained in this section, there shall be no financial responsibility on the part of the Board for fees, dues, or assessments of any employee unless there are sufficient unpaid wages of the employee in the Board's hands.
- 3.04 The Board shall submit in writing to the Union a list of all casual, temporary, part-time and regular employees including name, job class, and earnings together with dues paid per employee per period within ten (10) calendar days after the month end.

### **Union Security**

- 3.05 It is the responsibility of the Union to ensure that all employees covered by this Agreement shall become and remain members in good standing of the Union according to the constitution and by-laws of the Union. All new employees covered by this Agreement shall become and remain members in good standing in the Union within thirty (30) days of employment.
- 3.06 No employee shall be required or permitted to make written or verbal agreement with the Board or its representative which conflicts with the terms of this Collective Agreement.
- 3.07 The Board agrees to acquaint new employees with the fact that a Collective Agreement between the parties is in effect and with the conditions of employment set out in Article 3 – Union Security and Check-off Deductions.

The Union and appropriate Union steward shall be informed in writing of any new employee on commencement of employment.

- 3.08 All students employed under Youth Employment Programs are covered by this Agreement.
- 3.09 If, prior to or during a discussion with a supervisor an employee feels she requires representation because of possible disciplinary consequences, she shall be allowed upon request to have a Shop Steward or Area Representative present.

#### Picket Line Protection

- 3.10 An employee covered by this agreement shall have the right to refuse to cross a legal picket line or refuse to do the work of striking or locked out employees. Failure to cross such a picket line or to perform the work of striking or locked out employees where a legal strike or lockout is in effect by a member of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action, other than loss of wages for the period involved.

## **ARTICLE 4 – LEAVE OF ABSENCES**

- 4.01 The Board agrees that the time spent in settling disputes by Union Stewards or representatives shall be considered as time worked provided that such time shall not exceed a total of twenty-four (24) working hours in any one (1) month. The Union agrees to forward to the Board a written list of names of such Stewards, a record of time spent by each Steward in settling disputes and a list of replacements obtained for Stewards who are required to be absent to settle disputes. In order that the work of the Board shall not be unreasonably interrupted, no Steward shall leave her work without obtaining permission from her supervisor, such permission shall not unreasonably be denied.
- 4.02 The Board agrees to grant time off, without pay, during any working day to officers of the Union in the employ of the Board for Union purposes, provided:
- a) that such time off shall not exceed a total of sixty-four (64) working hours in any one (1) month.
  - b) that a written list of names of such officers in the employ of the Board shall be forwarded to the Secretary-Treasurer for this purpose.
  - c) that if the Board can find a suitable replacement.
  - d) that the Board is advised by the Union at least twenty-four (24) hours in advance of any requests for a leave of absence.
- 4.03 The Board agrees to grant leaves of absence up to a maximum of two (2) employees, without pay, for the business purposes of the Union, provided that two (2) weeks notice in writing is given to the Secretary-Treasurer. The seniority of such employees shall not be adversely affected, but shall be counted as being service with the Board.
- 4.04 A maximum of two (2) representatives in the employ of the Board shall attend collective bargaining meetings without loss of remuneration. Such representatives shall be entitled to eight (8) hours pay per day of bargaining. The Board agrees to pay a mileage allowance for one (1) vehicle.
- 4.05 An employee shall receive the pay and benefits provided for in this Agreement when on unpaid leave of absence for Union work or conventions. However, the Union shall reimburse the Board for all pay and benefits during the period of absence. Such reimbursement shall be made within thirty (30) days of receipt of billing.

#### 4.06 Bereavement Leave

- a) Employees shall be granted up to three (3) working days, without loss of pay, benefits or seniority in the event of a death in the immediate family. If travel outside of four hundred (400) kilometre radius of the District is required, an additional two (2) days with pay will be granted. "Immediate family" shall be defined as: spouse, child, parent, brother, sister, parent-in-law, grandparents, grandchildren, sister-in-law, brother-in-law, step child, step parent, foster child, foster parent.
- b) Up to one (1) day shall be granted without loss of salary or wages to attend a funeral, provided such employee has the approval of her supervisor.
- c) Reasonable leave of absence shall be granted for travel and estate affairs without pay and without loss of seniority.

#### 4.07 Court Leave

Employees required to serve as jurors or court witnesses shall be given time off with full pay while so serving, providing that the said employee turns over to the Board any wages she receives for serving as a witness or juror excluding payment for travel, meals or other expenses.

#### 4.08 Emergency Response Personnel

An employee who is a volunteer firefighter and cannot report to work at her normal time because of a fire or similar emergency, or who is called away from work because of a fire or similar emergency, shall not suffer a loss of pay or benefits resulting from her volunteer duties.

#### 4.09 Union Leave

The Board shall allow a leave of absence, without pay, to one (1) employee for a maximum of two (2) years if a request is made in writing from the Union to have the employee participate in Union affairs. Such leave may be extended at the end of its term.

#### 4.10 Political Leave

The Board shall allow a leave of absence, without pay, as required, to any employee who is elected to represent her riding as a Member of Legislative Assembly or Member of the House of Parliament. An employee prior to standing for election to Regional District, Municipal or Hospital Board shall apply

to the School Board to discuss the level of leave that would be available. Should the employee leave application exceed those discussed, the issue should be brought to a CUPE-Board Liaison Meeting for resolution.

4.11 Educational Leave

The Board may allow a leave of absence, without pay, to an employee who wishes to participate in educational upgrading. One of the criteria to be met for approval of the Board is that such education must be of benefit to the School District. The maximum leave to be granted under this clause would be for one (1) year. Such leave may be extended at the end of its term. Requests for such leave must be submitted in writing two (2) months in advance of the leave.

4.12 Reserve Service Leave

The Board shall allow a leave of absence without pay to any employee for Active Reserve Service in the Canadian Forces.

4.13 General Leave

The Board may grant leaves of absence, without pay, for good and sufficient reason acceptable to the Board. Requests for such leaves shall be made in writing. An employee granted leave under this article shall have the option of continuing benefit coverage by prepaying the entire cost of premiums on a monthly basis.

4.14 Employees on a leave under Clauses 4.09 – 4.10 – 4.11 – 4.12 of this section have the option of continuing with the benefit coverage by paying the entire cost of the premiums on a monthly basis to the Board. During such leaves seniority shall accumulate and while no vacations are payable during the leave, upon her return the employee's absence shall count as part of her qualifying entitlement.

4.15 Upon returning from leaves under Clauses 4.09 - 4.10 - 4.11 - 4.12 - 4.13, the employee shall be returned to her former position or an equivalent position should the former position no longer exist. Should there be no position available to the employee, she shall be able to exercise bumping procedures in accordance with Article 14 – Role of Seniority in Lay-offs.

4.16 Maternity/Adoption Leave:

Unless legislation is more favorable the following shall apply:

- (1) Upon written notice received at least four weeks in advance of the leave, a leave of absence without pay shall be granted for a period up to eighteen (18) weeks
- (2) Upon written notice this leave may be extended to a maximum of six (6) additional months. The employee shall have the option of continuing benefit coverage by paying the cost of the total premium.
- (3) While on this leave an employee shall retain their full employment status and accumulate all benefits under this Agreement.
- (4) The pregnant employee shall decide when she shall take her maternity leave provided she is capable of carrying out her duties. Where the Employer has a concern, the employee may be required to provide a valid medical certificate stating that she is able to perform her duties.
- (5) Upon the written request of an employee, and provided the employee is capable of performing her normal duties, the Employer shall defer the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.
- (6) Where an employee gives birth, or the pregnancy is terminated before a request for leave is made under these provisions, the Employer shall grant up to six (6) weeks leave.
- (7) When the employee decides to return to work after this leave, she shall provide the Board with at least two (2) weeks notice. Upon return the employee shall be placed in her former position or in an equivalent position should the former position no longer exist.
- (8) An additional one (1) day with pay shall be granted to the parent (both if employed by the Board) for traveling to receive the child.

#### 4.17 Paternity Leave

A male employee shall be granted one (1) day leave with pay on the occasion of the birth of his child.

#### 4.18 Parental Leave

An employee upon written request received at least four (4) weeks prior to the leave shall be entitled to a leave of absence, without pay, for a period not exceeding six (6) months.

The Employee is entitled to Parental Leave commencing:

- (a) in the case of a natural father, following the birth of the child and within the fifty-two (52) week period after the birth date of the new born child.
- (b) in the case of an adopting mother or father, following the adoption of the child and within fifty-two (52) week period after the date the adopted child comes into the actual care and custody of the mother or father.

#### 4.19 Canadian Citizenship

Employees shall be granted a leave of absence with pay on the day which the employee attends the official proceedings for her Canadian citizenship.

## **ARTICLE 5 – HOURS OF WORK**

- 5.01 The regular workweek for bus drivers shall consist of Monday to Friday with hours of work arranged in accordance to the requirements of the scheduled runs and other duties (cleaning, minor general maintenance) as required.

The regular workweek for Special Education Assistants, School Secretaries, Library Clerks, DRC Media Clerk, and Program Assistants shall consist of Monday to Friday with hours of work consisting of a maximum of seven (7) consecutive hours to be arranged by mutual agreement between the immediate Supervisor and employee.

The regular workweek for custodians shall consist of Monday to Friday with hours of work consisting of a maximum of eight (8) consecutive hours including a half-hour (1/2) paid lunch break. During school holiday periods the hours of work shall consist of a maximum of nine (9) consecutive hours including a one (1) hour unpaid lunch break.

The regular workweek for Groundsmen and Maintenance shall consist of Monday to Friday with hours of work consisting of a maximum of nine (9) consecutive hours including a one (1) hour unpaid lunch break.

- 5.02 The Board agrees, in consultation with the Union, to set forth the working schedule of each employee as may be required by conditions throughout the School District.
- 5.03 The Board and the Union agree that the regular workweek, together with the hours of work, may be varied by mutual agreement between the Board and the Union as may be required by conditions throughout the School District.

### **Minimum Work Year**

We will commit to maintaining CUPE positions after September 30th of each school year provided that there is an understanding that staff may be re-assigned to other assignments of equal or greater hours, remuneration and classification during the balance of the school year. This would be done in consultation with the Union and employee(s) involved.

In any event this re-assignment will not impose undue hardship on the employee(s) (not to preclude current Board Policy)

## **ARTICLE 6 – WAGES AND MATTERS INCIDENTAL THERETO**

6.01 The setting out of a job classification and accompanying wage rate in the wage schedules attached to this Agreement shall not bind the employer to create or fill such position.

Write in Pay equity maintenance plan

6.02 Employees shall be classified as per Schedule "C" – Job Classifications attached hereto and forming part of this Agreement. The Board shall pay wages bi-weekly to its employees in accordance with Schedule "A".

6.03 When an employee is temporarily required to perform substantially the duties of a higher-rated position, she shall receive the rate of pay for the higher-rated position for all the time worked in that position.

6.04 When an employee is temporarily assigned to a position paying a lower rate, her rate shall not be reduced.

6.05 Employees shall receive payment for non-instructional days on the condition that the employee works her regular hours approved by the employee's immediate supervisor at a job assigned by the Board.

6.06 Where employees are required to participate in job-related educational workshops/courses all hours worked up to eight (8) hours per day shall be paid straight time.

6.07 Employees are not required to use their personal vehicles for School Board business, however, should they use their personal vehicle for School Board business they shall be covered under a blanket insurance program for third party liability purposes only. Said insurance shall be provided by the Board and shall cover employees when using their vehicles while carrying out district business.

6.08 A regular employee working less than seventeen and one-half (17.5) hours per week shall be entitled to three percent (3%) gross pay in lieu of being provided benefits.

## **ARTICLE 7 – OVERTIME**

- 7.01 (a) Bus drivers on non-regular bus trips shall be paid overtime as set out in Appendix "A" – Non-Regular Bus Trips.
- (b) Employees called-in from the casual call-out list shall be paid overtime in accordance with Appendix "B" – Casual Call-out Procedure.
- 7.02 As compensation for overtime worked, as hereinafter defined, employees covered by this Agreement shall be paid at the rate of time and one-half (1 ½) for the first two (2) hours of overtime worked on a normal working day and double time (2x) thereafter. Hours of overtime on consecutive days of rest shall accumulate and be paid at the rate of time and one-half (1 ½) for the first four (4) hours and double time (2x) thereafter.
- 7.03 Wheresoever in this Article, and elsewhere in this Agreement that the phrase "overtime worked" shall appear, it shall refer to and include all work performed before or after and as an extension of the regular hours of work comprising a shift as set out in this Agreement, and shall be paid at the aforesaid overtime rates. When an employee is called out to work at a time other than her regular shift or extension thereof, she shall be paid a minimum of four (4) hours work at the base rate, or for the number of hours actually worked at the appropriate overtime rate, whichever is greater. The parties agree that an employee is entitled to be paid only one call out per four (4) hour period.
- 7.04 As compensation for all work performed outside the recognized hours or work as set forth in this Agreement, whether by way of overtime worked or work performed commencing at a time other than the beginning of a regular shift as defined in Article 7, Clause 7.03, for outside rentals, employees shall be paid at the overtime rate and receive such payment on their regular pay cheque, which is received after such overtime has been reported. Payment for overtime shall be accompanied by an itemized statement.
- 7.05 Employees required to work more than one and one-half (1 ½) consecutive hours beyond regular shift hours in any day shall be provided with a meal by the Board, or when meal facilities are not available, a payment for breakfast, lunch or supper as established by Board Policy.
- 7.06 A part-time employee working less than the regular working hours per day or week shall be paid at overtime rates for hours worked beyond the individual employee's regular or normal working hours. This does not preclude the Board from offering an employee holding a regular posted position of less than full time the opportunity to work more hours than their posting on an occasional basis up to full time at straight time rate of pay.

This clause does not apply to Teacher Assistants, who, when requested to participate in either curricular or extra-curricular activities shall be paid at straight time for seven (7) hours and bank any additional hours at straight time to a maximum of an additional seven (7) hours per day.

- 7.07 An employee shall be given the choice of remuneration or time off for any accrued overtime.

Banked Overtime

- a) The Board and the Union agree that notwithstanding the provision of Article 7, employees shall be permitted annually to accumulate overtime to a maximum of fourteen (14) regular shifts in lieu of payment, such leave to be equal to the appropriate overtime payment.
  - b) At the beginning of each calendar year or upon commencement of employment or transfer of position, the employee shall advise the Board whether she wishes to bank overtime in accordance with this clause, otherwise overtime shall automatically be paid. Such notice in writing shall accompany the time card covering the first pay period in that year.
  - c) Such leave shall be taken at a mutually agreeable time. Days not taken by June 20<sup>th</sup> shall at the discretion of the employee be paid out. All payments shall be at the appropriate overtime rate.
  - d) Accumulation of overtime shall be in hours for that employee's regular assigned shift.
- 7.08 An employee has the right to refuse overtime except in emergencies as determined by the Board, and the Board agrees that there shall be no intimidation or discrimination against any employee by reason of her refusal to work overtime.
- 7.09 If an employee is not given twenty-four (24) hours' notice of change of shift she must be paid at overtime rates for all hours worked.

**ARTICLE 8 – STATUTORY HOLIDAYS**

8.01 Employees shall be entitled to a holiday with pay at their regular rate for each of the Statutory Holidays or the days proclaimed under the laws of British Columbia in their stead, or any other day proclaimed by the Federal or Provincial Governments or such days as the Board and the Union may mutually agree shall be taken in lieu of such Statutory Holiday.

8.02 Statutory Holidays for twelve (12) month employees shall be:

- |                |                  |
|----------------|------------------|
| New Year's Day | Labour Day       |
| Good Friday    | Thanksgiving Day |
| Easter Monday  | Remembrance Day  |
| Victoria Day   | Christmas Day    |
| Canada Day     | Boxing Day       |
| B.C. Day       |                  |

8.03 Statutory Holidays for ten (10) month employees shall be:

- |                |                  |
|----------------|------------------|
| New Year's Day | Thanksgiving Day |
| Good Friday    | Remembrance Day  |
| Easter Monday  | Christmas Day    |
| Victoria Day   | Boxing Day       |
| Labour Day     |                  |

8.04 Should schools be required to be in session on any Statutory Holiday, employees required to work on such a holiday shall be granted an alternate day off in lieu of the Statutory Holiday worked.

Such alternate day off shall be taken at a mutually acceptable time, but no later than the conclusion of the employee's next annual vacation.

8.05 Regular ten (10) month employees who work a few days during July and/or August shall be paid a premium of four (4) percent in addition to the regular hourly wage to compensate for Canada Day and B.C. Day.

8.06 In the event of a Statutory Holiday falling on an employee's regular day off, she shall be entitled to a day off with pay at her regular rate on a date determined by the Board and the Union and shall receive in addition to her regular pay for that holiday double her regular rate of pay for the time worked.

## **ARTICLE 9 – VACATIONS**

- 9.01 Vacation time shall be earned on a pro-rata basis per pay period and the amount accrued shall be shown on each regular employee's payslip.
- 9.02 A twelve (12) month employee shall receive 12/12 of vacation entitlement days, and a ten (10) month employee shall receive 10/12 of a twelve (12) month employee's vacation entitlement days.
- 9.03 A regular employee whose vacation entitlement date is less than seven (7) years shall have their vacation calculated on the basis of an annual vacation entitlement of fifteen (15) working days.
- 9.04 A regular employee whose vacation entitlement date is seven (7) or more years but less than fifteen (15) years shall have their vacation calculated on the basis of an annual vacation entitlement of twenty (20) working days.
- 9.05 A regular employee whose vacation entitlement date is fifteen (15) or more years but less than twenty-three (23) years shall have their vacation calculated on the basis of an annual vacation entitlement of twenty-five (25) working days.
- 9.06 A regular employee whose vacation entitlement date is twenty-three (23) or more years shall have their vacation calculated on the basis of an annual vacation entitlement of thirty (30) working days.
- 9.07 If a Statutory or declared holiday is observed during an employee's vacation period, she shall be granted an additional day's vacation for such holiday period, she shall be granted an additional day's vacation for such holiday in addition to her regular vacation time.
- 9.08 An employee's vacation shall, where practicable, be granted at the time requested. Vacation requests will be made in writing, one (1) month prior to the date requested (except in unforeseen circumstances) to the employees' immediate supervisor. Preference in choice of individual employee's vacation dates shall be determined by seniority of service.
- 9.09 Regular ten (10) month employees shall only take their vacation during the regular school holiday periods of Winter Break and Easter and shall receive their regular paycheque during the Winter Break and Easter vacation periods with any remaining holiday pay due paid out prior to the last pay period in June provided written request by the employee has been received by the

Superintendent/Secretary Treasurer prior to June 1, of any year, or paid out on her final paycheque for the ten (10) month period.

At the discretion of their Supervisor ten (10) month employees shall be eligible to take their vacation on non-instructional days.

- 9.10 For each period of thirty (30) consecutive days an employee is absent from work, except such absence being for vacation or sickness with pay or accident, there shall be deducted from the vacation entitlement to which she would otherwise be entitled under Clauses 9.03, 9.04, 9.05, and 9.06 of this Article, one-twelfth (1/12) of such vacation entitlement.
- 9.11 Where an employee qualifies for sick leave with pay during her period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, by mutual agreement. Employees shall provide proof of illness during vacations by way of a letter from a doctor.

## **ARTICLE 10 – SICK LEAVE**

- 10.01 "Sick leave" means the period of time an employee is absent from work, with or without pay, by virtue of sickness, unavoidable quarantine, accident, medical, or dental appointments for which compensation is not payable under the Workers' Compensation Act.

Where an employee is involved in an accident other than an accident covered by the Workers' Compensation Act, as referred to above, and as a result is paid sick leave during absence from work, any designated sick leave or wage compensation recovered from an insurer or court award shall be disclosed and repaid by the employee to the Employer. The Employer shall thereupon reinstate the days of sick leave credit used, if any, as represented by the repayment. The employer has the right to seek compensation for a third party.

This article shall apply to an employee whose accident occurs after July 1, 2004 or after ratification, whichever occurs later.

- 10.02 All regular and temporary employees shall be granted sick leave credit in the amount of one and one-half (1 ½) working shifts accumulated in hours for each month worked from commencement of employment for regular employees and from the first day of qualification as a temporary employee. In any one (1) year where an employee has not received sick leave or only a portion of the accumulated credit, she shall accrue the unused portion, as a credit, to a maximum of one hundred eighty (180) working shifts. A deduction shall be made from the accumulated sick leave credit of all normal working shifts, exclusive of holidays, absent for sick leave as defined in Section 10.01 of this Article. "Working shift" means any day on which an employee would normally work. Temporary employees shall be paid sick leave on a pro-rata basis.
- 10.03 Notwithstanding Article 10.02, it is agreed that employees will have access to their sick leave bank up to the end of the one hundred and twenty (120) calendar day qualifying period for long term disability through the Public Education Benefits Trust. Upon qualifying for long-term disability, the employee will cease using sick leave. Any days remaining in her bank will be retained by the employee for future use should she return to work or should she not qualify for long-term disability. The employee, upon retirement or severance, will be paid out any remaining sick leave as per Article 10.06.
- 10.04 Sick leave credits shall be shown for each eligible employee on their pay slip per pay period.

- 10.05 Sick leave with pay shall not be granted nor shall payments continue until proof of such illness is filed with the Secretary-Treasurer if proof has been requested during the period of illness.
- 10.06 Sick leave without pay shall be granted to an employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay would be granted under these regulations. The sick leave period shall be granted for one (1) year and subject to review if leave exceeds one (1) year.
- 10.07 An employee entitled to sick leave under this Article shall receive forty percent (40%) of her unused accumulated sick leave upon:
- a) Retirement on or after the attainment of the minimum retirement age in conformity with the Municipal Pension Plan of B.C., whichever shall last occur, or
  - b) Retirement with a permanent disability entitling the employee to Municipal Pension Plan, or
  - c) Death of an employee while in the service of the Board, payable to the employee's estate, or
  - d) As part of a severance package for employees laid off who have five (5) or more years of seniority.

This clause does not apply to employees dismissed for just cause.

- 10.08 A record of all accumulated sick leave credits shall be maintained by the Board and communicated to the Union, on request, and to each employee on their bi-weekly pay slip.
- 10.09 An employee prevented from performing her regular work with the Board on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Act, shall receive from the Board the difference between the amount payable by the Workers' Compensation Board and her regular salary. In no case shall the net income of the employee exceed that which would have been received had the employee been at work.
- 10.10 Reasonable time off with pay for medical and dental appointments for employees shall be approved. All hours of absence to be charged to sick leave credit; excluding annual bus driver medical, which shall be paid by the Board up to a maximum of two (2) hours per driver.

10.11 Where no one at home other than the employee can provide for the needs during illness of an immediate family member or when the employee is the only one who can transport a family member of tests, treatment or other related medical matters an employee may use a maximum of three (3) accumulated sick leave days per year for these purposes.

## **ARTICLE 11 – EMPLOYEE BENEFITS**

- 11.01 All eligible employees shall participate in the Municipal Pension Plan of British Columbia. Regular part-time employees shall have the option of participating in the Municipal Pension Plan of British Columbia.
- 11.02 Regular employees who have completed three (3) calendar months' service shall participate in the mutually-approved Medical Plan whereby the Board shall pay one-hundred percent (100%) of the monthly premium.
- 11.03 Regular employees who have completed three (3) calendar months service within the previous twelve (12) months shall participate in the Group Life Insurance Policy Payroll Deduction Plan, whereby each employee shall pay twenty-five percent (25%) of the monthly premium per month for each \$1,000 of insurance coverage, and the Board shall pay the remainder of the premium due. This Group Life Insurance shall provide coverage calculated at 2.35 times annual basic earnings rounded to the next higher \$1,000 if not already a multiple of \$1,000. Maximum \$200,000.
- 11.04 An employee on sick leave without pay has the option of continuing with the benefit coverage by paying the entire cost of the premiums on a monthly basis to the employer.
- 11.05 The Board shall pay seventy-five percent (75%) and the regular employee twenty-five percent (25%) of the costs of a mutually acceptable Dental Plan.

The plan coverage shall include:

- Plan A – one hundred percent (100%)
- Plan B – sixty percent (60%)
- Plan C – fifty percent (50%) and a \$3,000 lifetime limit per person

- 11.06 The Board shall pay seventy-five percent (75%) and the employees twenty-five percent (25%) of the cost of the Extended Health Benefits plan.

The Plan's Vision Care coverage shall be \$300 per family member per twenty-four (24) months.

Hearing aids shall be covered under the Extended Health Benefits plan up to \$500 every 5 years.

11.07 Long Term Disability

The employee shall pay one-hundred percent (100%) of the cost of a mutually-agreeable Long-Term Disability Premium.

11.08 Employee and Family Assistance Plan

The Board shall pay, on behalf of eligible employees, seventy-five percent (75%) of the cost of premiums for an Employee and Family Assistance Plan.

Employees share of the cost of the premiums shall be deducted as a lump sum deduction in January of each year.

11.09 Group Registered Retirement Savings Plan

The Board shall deduct contributions, through payroll deductions, for those employees who participate in a Group Registered Retirement Savings Plan.

11.10 Supplemental Employment Benefits (SUB) Plan

When an employee takes a maternity leave to which she is entitled pursuant to the Employment Standards Act and this Collective Agreement, the Board shall pay the employee:

1. Seventy-five (75%) percent of her normal weekly earnings for the first two (2) weeks of the leave and;
2. Where the employee is eligible to receive EI Maternity Benefits the difference between seventy-five (75%) percent of her normal weekly earnings and the amount of EI Maternity Benefit received by the employee for a further fifteen (15) weeks subject to:

the employee providing proof to the Board of receipt of Employment Insurance Maternity Benefits, and

1.1 any payment of SUB benefits shall be restricted to the period of the regular work year of the employee.

2. Employees who take maternity leave must exhaust all Employment Insurance Maternity Benefits under this SUB plan before claiming any sick leave benefits.

11.11	<u>Benefit</u>	<u>Who Eligible</u>	<u>When</u>	<u>Cost Sharing</u>
	Medical Services Plan of BC	Regular Employees who work more than 17 ½ hours per week and temporary employees holding a one year posted position of 17 ½ hours or more per week	1 <sup>st</sup> of month following date of appointment as a regular employee	100 – 0
	E.H.B. includes Vision care, Hearing Aids	"	"	75 – 25
	Life Insurance	"	"	75 – 25
	Dental Plan	"	"	75 – 25
	L.T.D.	"	3 months after becoming a regular employee	PEBT or 0 - 100

Employees may waive any of the above coverage except life insurance. Employees who waive Dental or Extended Health Benefits are not eligible to later enroll unless they can show proof that they have had similar coverage under another plan. Such enrolment shall be made within 30 days of the termination of coverage under the other plan.

## **ARTICLE 12 – SENIORITY AND TRANSFERS**

### **Section A – Seniority**

#### **12.01 Seniority Defined**

Seniority shall be defined as the length of service that an employee has with the Board in the bargaining unit.

Seniority accrued to temporary employees shall be recognized for the purposes of applying for a regular position and for the purpose of shift assignments on the casual call-out list.

Effective September 1, 2000, casual employees shall be entitled to secondary seniority for the purpose of shift assignments. Casual employees with thirty (30) shifts or more shall have secondary seniority for the purpose of applying for posted positions.

#### **12.02 Seniority List**

The Board shall maintain a list showing the date upon which each employee's seniority, vacation, and appointment commenced. An up-to-date list shall be sent to the Union and posted on all bulletin boards in January and September of each year.

#### **12.03 No Loss of Seniority:**

An employee shall not lose seniority rights if she is absent from work because of sickness, accident, layoff, or leave of absence approved by the Board.

#### **12.04 Loss of Seniority:**

An employee shall only lose her seniority in the event:

- (a) she is discharged for just cause and is not reinstated;
- (b) she resigns and submits her resignation in writing;
- (c) she is absent from work in excess of two (2) working days without sufficient cause or without notifying the Board, unless such notice was not reasonably possible;
- (d) she fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through

sickness or other just cause. It shall be the responsibility of the employee to keep the Board informed of her current address and telephone number.

An employee recalled for casual work or employment of short duration at a time when she is employed elsewhere shall not lose her recall rights for refusal to return to work if the Board can find a suitable replacement;

- (e) she is laid off for a period longer than one year
- (f) after twelve (12) months of layoff she accepts a severance package.

Following a twelve (12) month lay-off period where the Board is unable to provide work for a displaced person with five (5) or more years of service, severance pay shall be paid on the basis on one (1) weeks pay, at the regular rate of the position last occupied, for every year of completed service with the Board.

## Section B - Transfers

### 12.05 Outside the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without her consent. An employee transferred out of the unit shall retain her seniority for up to sixty (60) shifts.

If the employee returns to the bargaining unit within the sixty (60) shifts, she shall move back into the position she held prior to leaving the unit. Other employees affected shall also bump back into their original positions.

### 12.06 Successor Status

In the event that the Board shall merge, amalgamate, or combine any of its operations or functions with another School District, the Board agrees to the retention of seniority rights for all employees with the new District following consultations between the Union and the Board.

- 12.07 Employees may be transferred from one school to another, if such a transfer is considered expedient by the Board in order to expedite the over-all cleaning, maintenance or heating work in the School District for a period not in excess of sixty (60) days, and after consultation with the Union, and, if the transfer is to be of a permanent nature, subject to the provisions of Article 12 – Seniority and Transfers of this Agreement. If an employee transferred on a temporary basis, sixty (60) working days or less, is required to travel out of the zone in which she normally works to effect such temporary transfer, the Board agrees to

provide transportation for the employee from one zone to the other for the duration of the temporary transfer, or in lieu of providing such transportation, the Board shall pay such employee required to use their own means of transportation on the mileage rate set out in Board Policy.

## **ARTICLE 13 – LAYOFFS, BUMPING PROCEDURES AND RECALL**

### **Section 1 - Lay-off**

#### **13.01 Lay-off Procedures**

- (a) Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees, with the exception of Special Education Assistants, shall be laid off in reverse order to the bargaining-classification-wide seniority provided they are qualified and certified to do the work prior to working in the new assignment.
- (b) In the event of a layoff of Special Education Assistant within a school, the reduction shall be of the least senior employee.

#### **13.02 Union Seniority**

In order that the operations of the Union shall not become disorganized when lay-offs are made, members of the Local Executive Board and up to three (3) Stewards shall be the last persons laid off during the term of office, subject to job requirements. This does not preclude a member of Local Executive Board from being bumped by a more senior employee.

13.03 The Board shall discuss with the Union any proposed lay-off prior to notifying the affected employee or employees.

13.04 Should the Board require forced layoff of employees, the Board agrees to discuss with the Union when these layoffs should occur.

13.05 The parties agree that temporary employees shall be laid off before regular employees.

13.06 The Board shall notify employees who are to be laid off ten (10) working days prior to the effective date of the lay-off. If the employee has not had the opportunity to work the days as provided in the Article, she shall be paid for the days for which work was not made available.

13.07 Should the Board require a reduction of hours in a specific job that would result in a twelve percent (12%) or more reduction in hours from January 1, 1997, the incumbent employee has the following options:

- a) accept the reduction and remain in the position
- b) have the right to exercise her seniority to bump as per Clauses 13.10 and 13.11.

13.08 An employee accepting layoff rather than exercising any bumping rights shall be placed, at her request, at the top of the call-out list before temporary or casual employees and in order of seniority.

13.09 Premiums

The Board agrees to pay its portion of premiums for all employee benefit plans for employees laid off for a period of less than four (4) calendar months. In the event of a longer layoff, employees so affected shall have the right to continue receiving coverage through direct payments where allowable.

13.10 Grievances

Grievances concerning layoffs and recalls shall be initiated at Step 3 of the grievance procedure.

Section 2 - Bumping Procedures

13.11 Subject to Clause 1.07, regular employees, when layoff occurs, shall have the right to bump, bargaining-unit-wide, any employee with less seniority, providing they can adequately perform the job. Temporary employees, when layoff occurs, shall have the right to bump, bargaining-unit-wide, only temporary employees with less seniority, provided they can adequately perform the work.

13.12 Any bumping rights must be exercised within five (5) working days of receiving notice of lay-off.

Section 3 – Recall Procedures

13.13 Employees shall be recalled in order of seniority provided they can adequately perform the work and are eligible in accordance with the provisions contained in Article 14 - Job Postings.

13.14 New employees shall not be hired until those employee(s) who have been laid off have been given an opportunity of recall.

Section 4 – Severance Provisions

13.15 Severance Pay

Following a twelve (12) month lay-off period where the Board is unable to provide work for a laid-off employee with five (5) or more years of service, severance pay shall be paid on the basis of one (1) weeks pay, at the regular rate of the position last occupied, for every year of completed service with the Board. The laid off employee shall also receive forty percent (40%) of her unused accumulated sick leave as part of the severance package.

13.16 Laid off employees accepting the severance package shall lose all seniority.

## **ARTICLE 14 – JOB POSTINGS**

### **Section 1 – Postings**

14.01 When a vacancy occurs or a new position is created, the Board shall notify the Union and post notice of the position on all bulletin boards for a minimum of seven (7) days so that all members shall know about a vacancy or new position.

- (a) No outside advertising for any vacancy shall take place until the applications of regular, temporary and casual employees have been fully processed or by mutual agreement. Vacancies if they are to be filled, or new positions, shall be posted within ten (10) days of the vacancy or creation, copies of the posting shall be mailed to temporary employees who are not at work and therefore unable to see the posting.
- (b) Temporary vacancies of thirty (30) shifts or more shall be posted as temporary vacancies. If the temporary vacancy was created by a regular employee being absent due to illness, W.C.B. or leave of absence, the absent employee must give two (2) weeks' notice of her return to work. Vacancies of less than thirty (30) shifts need not be posted and shall be filled in accordance with Appendix "B" Casual Call-Out Procedures.
- (c) In all cases of regular or temporary postings, regular employees who have the required skills shall be given preference over temporary employees.
- (d) It is agreed that Special Education Assistants shall remain in the position they hold in September for the duration of the school year. Should an opening occur during the year, the vacancy shall be posted and, at the discretion of the Board, shall be filled on a temporary basis and the successful applicant placed into the position in the following school year or at a logical break time in the current school year. If the hours in the new position exceed one (1) hour per day of the hours presently being worked the transfer shall only be delayed at the request of the employee otherwise the transfer shall be effective immediately.

14.02 Such notice of postings shall contain the following information:

Nature of position, required qualifications, knowledge, education and skills, shift, and wage rate.

Applications shall be made in writing. Such qualifications shall not be established in an arbitrary or discriminatory manner. Job postings shall include a closing date for the posting.

- 14.03 The Board agrees that seniority shall govern in all cases for promotion, layoff, permanent reduction in the workforce, and recall as set out in other provisions of this agreement but that seniority shall govern only when the employee(s) are qualified and certified, diploma-ed and/or licensed to perform the job. The Board shall determine qualifications in a fair and equitable manner. Job postings shall contain qualifications and experience as outlined in the position description.
- 14.04 Employees provided they are qualified, have the ability to perform the job and have bid on the position shall be given preference as follows:
- (a) regular employees with seniority (including employees on layoff)
  - (b) temporary employees with seniority
  - (c) casual employees who are eligible
- 14.05 Consideration for postings shall be given to the senior applicant who does not possess the required qualification or certification, but is preparing for qualification or certification prior to the filling of the vacancy. Such employee shall be given a trial period to qualify within four (4) months unless otherwise mutually agreed, and shall revert to her former position if the required qualifications or certifications are not met within such time. This clause shall not apply where certificates are mandatory for initial placement in the vacancy.
- 14.06 Board will work toward creating positions of not less than four (4) hours or that will enable employees to be eligible for benefits based on the following considerations as part time, regular positions become vacant or new positions created the Union and the Board will meet to determine if that position can be combined with another to provide additional hours.

Union and Board will meet to review the current positions that are less than four (4) hours to determine if any could be combined as they become vacant. Decisions to create positions must consider needs of students and the ability of the District to operate in the most efficient manner.

## Section 2 - Probation/Trial Period

### 14.07 Probation

A newly hired employee shall be on probation for a period of sixty-five (65) shifts worked from the date of hiring. During the probationary period the employee shall be entitled to all rights and benefits of this Agreement unless specified otherwise, after completion of the probationary period, seniority shall be effective from the original date of employment, or as per Clause 1.02.

#### 14.08 Trial

An employee shall be placed on trial for a period of sixty-five (65) shifts worked provided the new position involves a change of classification. Conditional on satisfactory service, the employee shall be declared regular after the trial period.

In the event the successful applicant proves unsatisfactory in the position, or is unable to perform the duties of the new job classification, she shall be returned to her former position with all rights and benefits.

Employees shall be informed in writing as to why they were unsuccessful in the trial period.

Any other employee transferred because of the rearrangement of positions shall also be returned to their former positions.

## **ARTICLE 15 – GENERAL PROVISIONS**

15.01 In the event of an employee taking a course of instruction, as approved by the Board, in order that the employee shall be better qualified to perform her job, the Board shall, on the employee's successful completion of the course, reimburse the employee in full for all pre-approved costs incurred during the duration of the course. When an exam connected with the course requires the employee to be absent from work for the day then the employee shall be reimbursed for one (1) day.

### 15.02 Familiarization

Wherever possible, employees new to a position shall be given an adequate period of familiarization. In any event, regular or temporary Teacher Assistants working with Program 1.18 students shall be given a minimum of one (1) shift with a qualified individual.

Familiarization is defined as a short period of time for an employee to acquaint herself with the particular details and routine of a new position.

15.03 It is the position of the Board and Union that it is beneficial to both parties that professional development shall be encouraged.

### 15.04 Indemnification

(a) The Employer shall indemnify and save harmless all employees from any damages or costs awarded against them and from any expenses incurred by them as a result of any civil action or proceeding, arising from any acts or commissions which occurred during or arose out of the lawful performance of their duties, including a duty imposed by any statute. This indemnification shall include the paying of any sum required and any expenses incurred in the settlement of such action or proceeding.

(b) Subsection (a) does not apply where

(i) an employee has, in relation to the conduct that is the subject matter of the action, been found guilty of dishonesty, gross negligence or malicious or wilful misconduct, or:

(ii) the cause of action is libel or slander

15.05 Copyright Infringement

In the performance of assigned duties, employees who are required or directed to copy and/or reproduce copyright material shall be indemnified by the Board for any copyright infringement. If an employee suspects a copyright will be infringed upon they shall advise the person directing them to do the work.

15.06 Cross training

This concept is something the Board and CUPE can work towards over the duration of the contract.

15.07 The Union agrees to draw up job descriptions for all positions and classifications for which the Union is the bargaining agent. These descriptions shall be drawn up during the first year of this Agreement with time off without pay for two (2) people and presented to the Board for discussion. The descriptions shall become the recognized job descriptions when signed by both the Union and Board. Any position description not agreed to by the committee shall be referred to the C.U.P.E. – Board Liaison Committee for resolution. It is understood that position description can be reviewed and revised as required and in any event shall be reviewed annually.

15.08 All tools required by individuals shall be supplied by the employer for use on the job only.

15.09 The Board agrees in accordance with the Regulations of the Apprenticeship Branch to implement, where possible, an apprenticeship program in the District.

15.10 Clothing Allowance:

All bus drivers and maintenance employees upon becoming regular employees shall be provided with coveralls.

Where required, clerical employees shall be provided with smocks or other protective clothing.

Coveralls, wherever needed, shall be made available in all areas.

By mutual agreement, the type of material may be varied to suit particular circumstances.

The Board shall pay for the cleaning of coveralls once a week.

15.11 It is the position of the Board and Union that it is beneficial to both parties that professional development shall be encouraged.

## **ARTICLE 16 – DISCIPLINE, DISMISSAL AND RESIGNATIONS**

- 16.01 Employees who are dismissed for just cause shall not be entitled to two (2) weeks notice of termination of employment or two (2) weeks pay in lieu thereof.
- 16.02 Except in the case of dismissal for just cause, employees who have completed their probationary period shall be given fourteen (14) calendar days notice of termination of employment or two (2) weeks pay in lieu thereof.
- 16.03 An employee voluntarily leaving the service of the Board shall be required to give the Secretary-Treasurer fourteen (14) calendar days notice in writing of termination of employment.
- 16.04 Whenever the Board deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of, or omission referred to, or may follow if such employee fails to bring her work up to a required standard by a given date, the Board shall forthwith give written particulars of such censure to the Secretary of the Union. The employee shall be accompanied by the Shop Steward.

## **ARTICLE 17 – SAFETY**

- 17.01 The Board and Union shall cooperate in continuing and perfecting safety measures now in effect.
- 17.02 An Occupational Health and Safety Committee shall be established and comprised of two (2) representatives appointed by the Board and two (2) representatives of the Union.
- 17.03 The district safety committee shall hold meetings as requested by the Union or by the Board and all unsafe or dangerous conditions shall be taken up and dealt with at such meetings.
- 17.04 Minutes of all district safety committee meetings shall be kept and copies of such Minutes shall be sent to the Board and the Executive of the Union.
- 17.05 All employees working in any dangerous capacity shall be supplied with all the necessary tools, safety equipment and protective clothing when needed.
- 17.06 Time spent by employees in performance of their duties as members of the district safety committee shall be considered as time worked, and payment shall be on the basis of straight time only.
- 17.07 Both the Union and the Board recognize Article 8.24 of the Workers' Compensation Regulations and endorse the intent of this Article.
- 17.08 Safety Training
- Time spent on Health and Safety courses approved by the Secretary-Treasurer shall be considered as time worked and payment shall be on the basis of straight time to a maximum of eight (8) hours per day.
- 17.09 The district safety committee is also charged with reviewing the impact of serious communicable diseases and what assistance the Board may provide to protect employees in their specific environment.
- 17.10 On the first of June of each year, the Board shall issue each Journeyman Tradesperson a cheque for \$50.00 as a boot allowance. It is recognized that these tradespersons shall purchase and wear safety-toed boots.

## **ARTICLE 18 – CUPE-BOARD LIAISON COMMITTEE**

- 18.01 A CUPE-Board Liaison Committee shall be established and comprised of representation of the Board and up to four (4) members of the Union.
- 18.02 The CUPE-Board Liaison Committee's objectives shall be to discuss and attempt to settle all disagreements that may arise out of this Agreement, excepting the cases where grievance procedures have been instituted and to settle any interpretation of differences that may arise. Any matter felt to be of mutual concern may be discussed with a view to attaining amicable settlement by both parties.
- 18.03 Meetings may be called by either party to be held at a time and place mutually agreed upon.

Employees shall not suffer a loss of pay for attendance at such meetings and a maximum of twelve (12) hours per year shall be available for allocation to employees who attend on their own time.

Mileage at the Board rate shall also apply.

## **ARTICLE 19 – GRIEVANCE PROCEDURE**

19.01 Should a dispute arise between the Board and the Union and any employee or employees regarding the interpretation of or violation of the Agreement, an earnest effort shall be made to settle the dispute in the following manner:

### Stage 1

The employee or employees concerned, in person, with a Union representative, shall first seek to settle the dispute with the appropriate Supervisor.

### Stage 2

Failing a satisfactory settlement within forty-eight (48) working hours after the dispute was submitted under Stage 1, the employee or employees concerned, with a Union representative, may submit the dispute, which shall be stated in writing, to the Secretary-Treasurer of the Board.

### Stage 3

Failing a satisfactory settlement within seventy-two (72) hours after a grievance has been submitted under Stage 2, the dispute may be submitted to a Board Committee which shall meet with the Union's representative within seven (7) days of being requested to so meet.

### Stage 4

Failing a satisfactory settlement within five (5) working days after the dispute was submitted under Stage 3, the Union may, on giving five (5) days notice in writing to the Board of their intention, refer the dispute to Arbitration.

19.02 If a dispute is not submitted within forty (40) calendar days after the occurrence of the act or decision giving rise to the dispute, then the dispute shall be deemed to be abandoned and all rights of recourse to the grievance procedure shall be at an end. Saturdays, Sundays and Statutory Holidays shall not be counted in determining the time within which any action must be taken under Stage 1.

19.03 The Board shall have the right to submit in writing any dispute regarding the interpretation of or violation of this Agreement to the Executive of the Union. Failing a satisfactory settlement within eight (8) days of the submission, the Board may, upon giving five (5) days notice in writing to the Union of their intention, refer the dispute to Arbitration.

19.04 All grievances beyond Stage 1 shall be submitted and answered in writing.

19.05 Policy grievances shall be initiated at Stage 2 of this procedure.

## **ARTICLE 20 – ARBITRATION**

- 20.01 The parties agree to apply the provisions of Section 112 of the Industrial Relations Act of British Columbia and exclude the operation of Section 96 of the same Act.
- 20.02 Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, an arbitrator agreed to by the parties shall at the request of either party:
- i) investigate the difference;
  - ii) define the issues in the differences; and
  - iii) make written binding decision to resolve the difference within five (5) days of the date of receipt of the request and for those five (5) days from that date, time does not run in respect of the grievance procedure.
- 20.03 Selection of the Section 112 officer for the first arbitration shall be by selection in alphabetical order until an available arbitrator is found; for the selection of an arbitrator for the next arbitration, selection shall commence with the next name in alphabetical sequence and so on in like order.
- 20.04 An officer named in accordance with this clause shall be governed by the provisions of this Agreement and shall not have the right to add to, delete from, to change, or make any decision inconsistent with the provisions of this Agreement. The decision of the officer shall be final and binding on both parties.
- 20.05 Except where specifically provided otherwise by statute, the parties agree to abide by the provisions of Article 18 – Grievance Procedure and Article 19 – Arbitration as the only means of resolving any differences which may arise during the term of this Agreement. All employees except those discharged or suspended shall continue to work as usual without curtailment or restriction of normal production, and the company shall not lock out the employees.
- 20.06 Each party shall pay all expenses incurred in connection with the presentation and preparation of its own case. Chairman's expenses shall be shared equally.
- 20.07 At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangement shall be made to permit the

conferring parties or the arbitrator(s) to have access to any part of the Board's premises to view any working conditions which may be relevant to the settlement of the grievance.

- 20.08 The procedure for settling disputes as set out in this Article shall be strictly adhered to, but where a dispute involving a question of general application or interpretation occurs, the Board and the Union may agree to by-pass Stages 1 and 2 of Clause .01 of Article 18 – Grievance Procedure. The time limitations set out in this Article may be extended by mutual agreement of the parties.

## **ARTICLE 21 – SEXUAL HARASSMENT AND DISCRIMINATION**

- 21.01 The Union and the Board recognize the right of employees to work in an environment free from sexual and personal harassment. Therefore, the Union and the Board agree to co-operate in resolving any complaints of sexual or personal harassment which may arise in the work place.

Sexual harassment shall be defined as any sexually oriented practice that undermines an employee's health or job practice, or endangers an employee's employment status or potential.

Personal harassment shall be defined as repeated, intentional, offensive comments or actions deliberately designed to demean and belittle an individual or cause personal humiliation.

- 21.02 An employee may initiate a grievance under this clause at any step of the grievance procedure. Grievances under this clause shall be handled with all possible confidentiality and dispatch.

- 21.03 The Board, Union and employees agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, discipline, discharge, or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation, or marital status, nor by reason of her membership in a Labour Union, and the employees shall at all times and in like manner act in good faith toward the Board.

## **ARTICLE 22 – TEMPORARY EMPLOYEE EMPLOYMENT RIGHTS**

- 22.01 Temporary employees shall not be employed on a continuous basis for more than six (6) months unless mutually agreed between the Board and the Union.
- 22.02 Seniority for temporary employees shall commence on the first day of work in the sixty (60) shift qualifying period. Once an employee becomes temporary she shall be shown as such on the seniority list.
- 22.03 Temporary employees shall receive thirteen percent (13%) of gross pay to compensate for statutory holidays, vacations, benefits, and paid leave of absences. Temporary employees holding a one (1) year temporary posted position shall at their discretion, receive regular holidays and benefits or thirteen percent (13%) of gross pay.
- 22.04 Temporary employees who gain their temporary status through the accumulation of time between several classifications shall maintain their temporary status in whichever one (1) classification mutually agreeable between the employee, the Union and the Board. Their status in the remaining classifications shall continue to be recognized as casual experience.
- 22.05 Temporary employees who become regular employees without a break in their employment shall have their vacation entitlement begin on the first day of the uninterrupted portion of their employment. Vacation entitlement days shall begin to be calculated on their first day as a regular employee and shall be shown on the regular employee's payslip.
- 22.06 When a regular posted position of five (5) continuous hours or more, is not filled by a regular employee, then, the senior qualified temporary employee shall be offered the position. Rejection of a position that involves travel in excess of one hundred (100) km round trip; shall be treated as good and sufficient cause by both parties, and shall not result in loss of seniority for the affected employee or employees.

## **ARTICLE 23 – CASUAL EMPLOYEE EMPLOYMENT RIGHTS**

- 23.01 Casual employees shall receive thirteen percent (13%) of gross pay to compensate for statutory holidays, vacations, benefits, and paid leave of absences.
- 23.02 Casual employees shall earn seniority as per Clause 12.01. Casual employees will not receive sick leave credits.
- 23.03 Casual employees shall be employed by the Board in accordance with Appendix "B" – Casual Call-Out Procedures.

## **ARTICLE 24 – PERSONNEL FILES**

24.01 Records that have been listed for over an eighteen (18) month period shall be withdrawn providing there has not been a continuation of an offence. Only those records of more than eighteen (18) months shall be deleted.

## **ARTICLE 25 – DUAL ROLES / TWO POSTED POSITIONS**

### 25.01 Dual Roles

A dual role position involves work from two (2) classifications being posted as one (1) job. In all dual role positions, the highest rate of pay shall prevail. Dual role positions shall not be spread over more than a eight (8) hours work in ten (10) hours.

### 25.02 Two Posted Positions

1. An employee holding two (2) part-time posted positions shall receive the separate rates of pay.
2. An employee holding two (2) posted positions shall not exceed eight (8) hours work within a twelve (12) hour period.
3. In the event of a reduction in hours of at least twelve percent (12%) or elimination of a position the employee shall be allowed to bump.

**ARTICLE 26 – TERM OF AGREEMENT**

- 26.01 This Agreement shall remain in effect commencing July 1, 2003 through the period ending June 30, 2006.
- 26.02 Either party, may within the period of four (4) months immediately preceding the date of expiry of this Agreement, by written notice, require the other party to the Agreement to commence collective bargaining.
- 26.03 Where notice to amend the agreement is given, the provisions of this Agreement, shall continue in force until a new agreement is signed.
- 26.04 An employee who has severed her employment between the expiration of this Agreement and the effective date of the new agreement shall receive the full retroactivity of any increase in wages or other prerequisites.
- 26.05 Any changes deemed necessary to this Agreement shall be made by mutual agreement at any time during the existence of this Agreement.

IN WITNESS THEREOF the parties have executed this Agreement under Seal.

BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 10 (ARROW  
LAKES)

CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 2450

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**SCHOOL DISTRICT NO. 10 (ARROW LAKES)**

**Schedule "A"**

<b><u>Classification</u></b>	<b><u>July 1/03 – June 30/06</u></b>
Custodian	\$18.98
Library Clerk	\$19.81
Teacher Assistants Child Care Worker	\$20.65
General Maintenance	\$19.12
DRC Media Clerk School Secretary Program Assistant Maintenance	\$21.54
Groundsman Repairman 1 <sup>st</sup> Class	\$20.28
Tradesman 1 <sup>st</sup> Class	\$21.24
Bus Driver	\$21.54
Journeyman Tradesman	\$25.61
FLC Coordinator	\$25.88
Lead Hand	\$28.17

## NOTES ON SCHEDULE "A"

- (1) Custodian in charge of a one-person school shall receive a twenty-one (\$0.21) per hour in addition to her regular rate of pay.
- (2) Chief Custodian in charge of one or more custodians in a school shall receive twenty-one cents (\$0.21) per hour and nine cents (\$0.09) per hour for each custodian under her charge in addition to her regular rate of pay.
- (3) A Chief Custodian shall only be designated by the Secretary-Treasurer.
- (4) Shift Premiums:

Afternoon Shift	\$0.35
Night Shift	\$0.50
- (5) There shall be a spray painting differential for all spray painting done of fifty (\$0.50) cents per hour.
- (6) Rates of Leadhand

A Leadhand shall receive not less than ten percent (10%) above the highest rated classification under her supervision. A Leadhand shall be designated by the Secretary-Treasurer. However, an employee shall not be considered as being responsible for employees working with her unless she is designated as the Leadhand.

- (7) The Memorandum of Agreement RE: Pay Equity signed April 23, 1999 is meant to ensure that identified inequities in pay between male and female dominated jobs will not be increased. Therefore, the Board and the Union agree to apply general wage increases in such a way that gender equity is maintained.
- (8) The Agreement calls for a two (2%) percent increase as of January 1, 2001. It has been agreed that a portion can be used to improve benefit package coverage provided that there is no additional cost or liability to the District from the changes in benefit coverage.
- (9) The Agreement calls for a one (1%) percent increase of the gross payroll to be applied evenly across the board effective January 1, 2002. Once the calculations have been approved, the new rates will be communicated to all employees.
- (10) The settlement provides for a further wage increase equivalent to that negotiated in the broad public sector for the period January 1, 2002 to June 30, 2003.

(11) Four Hour Minimum Workday

- 11.1 The Employer is committed to providing a minimum of four hours of work for a regular/continuing employee reporting for work and for a temporary employee reporting for work who has posted into the position.
- 11.2 Exemption from the four hour minimum:
- a) student/noon hour supervisors
  - b) crossing guards
  - c) small schools with fewer than 75 students on September 30<sup>th</sup> in which case a two hour minimum will apply
  - d) Contact Person
  - e) other positions by mutual agreement
- 11.3 The four hours shall be consecutive but may exclude a lunch period not to exceed one hour. Bus Drivers are exempt from the requirement for consecutive hours.
- 11.4 Where posting of additional hours is required, additional hours of less than four hours may be posted as "additional hours" and are available to employees who are able to accept the hours, in addition to their current assignment. Where posting of additional hours is not required, additional hours shall be assigned as per the Collective Agreement.

(12) Volunteers

No bargaining unit member shall be laid off, replaced or have their regular hours reduced or suffer loss of pay as a result of work performed by volunteers. Volunteers shall be supplementary to the employees in the bargaining unit.

## SCHEDULE "C"

### Job Classifications:

Employees will be classified as follows:

#### Custodian:

Those employees engaged in the general cleaning and minor repairing of school buildings.

#### Groundsman:

Those employees engaged in landscaping, grounds maintenance, grounds equipment, maintenance, and as required, doing general maintenance, construction and decorative work.

Both parties to add general statements as required; will work with C.U.P.E. Liaison Committee to develop.

**SCHOOL DISTRICT NO. 10 (ARROW LAKES)**

**APPENDIX "A"**

**Non-Regular Bus Trips**

1. All trips beyond regular day-to-day bus runs shall fall under this Appendix.
2. Trips to be assigned within the area of origin (Southern Zone, Central Zone, or Eastern Zone) according to the following priority basis:
  - i) regular bus drivers according to seniority
  - ii) temporary bus drivers according to seniority
  - iii) casual bus drivers as per the casual call-out procedures.
3. For bus drivers on these trips, remuneration shall be calculated in the following manner:

**A. Day Trips**

- i) The first eight (8) hours of the trip shall be paid at straight time and thereafter at time and a half. Drivers shall be paid a minimum two (2) hours at straight time.

**A. Extended Trips**

- i) On the departure and return days of an extended trip the driver shall be paid at straight time for the first eight (8) hours of actual driving and/or waiting time and thereafter at time and a half.
- ii) On the remaining days of an extended trip the driver shall be paid the greater of  
  
a minimum of four (4) hours per day at straight time if the driver is not required, or  
  
the first eight (8) hours of actual driving and/or waiting time at straight time and time and a half thereafter.
- iii) Drivers shall make their own arrangements for accommodations which shall be paid by the Board when receipts are provided.

4. Time calculation for the purpose of calculating wages shall be from the point of departure of the bus to the point of return of the bus.
5. Drivers shall receive for trips either outside of regular school hours or outside of the school district, after the completion of every four (4) hour period a meal allowance as per Article 7.05.

Breakfast Allowance shall be paid from 24:00 to 12:00

Lunch Allowance shall be paid from 12:01 to 18:00

Supper Allowance shall be paid from 18:01 to 23:59

6. Only qualified bus drivers holding a Class II drivers' license complete with valid air ticket and are members of the Union shall operate the Mini-bus for school-based trips.

## **SCHOOL DISTRICT NO. 10 (ARROW LAKES)**

### **APPENDIX "B"**

#### **CASUAL CALL-OUT PROCEDURES**

1. Call-out list is established every September from casual list in place; providing that the casuals have confirmed in writing their status by August 31<sup>st</sup>. Regular and temporary employees shall be placed on the call-out list upon submitting in writing their desire to be placed on the list in their preferred geographical zone(s).
2. Regular employees shall be placed first on the call-out list, then temporary employees, and then casual employees.
3. Management shall call in priority order the employees placed on the casual call-out list.
4. If neither regular or temporary employees on the casual call-out list are available, the top three (3) casuals on the list shall be called on a rotation basis.

Upon reaching thirty (30) shifts the casual shall become the No. 1 casual, then second the No. 2 casual, etc. Thereafter the No. 1 casual shall be called before the No. 2 casual and the No. 2 casual shall be called before the No. 3 casual, etc. (Call-out according to classification and geographical zone(s))

5. It is understood that once a call is made to the employee and that employee does not answer the phone or is not willing to take the job assignment, management shall call the next employee.
6. It is therefore in the best interest of the employee to make themselves available for work otherwise the employee not only loses her turn but after five refusals in one twelve month period, the regular, temporary, or casual employee shall be removed from the casual call- out list for that particular geographical zone.
7. Casual No. 4 and No. 5, etc. shall only be called if the first three are not available or cannot be reached.
8. Management shall keep a record of the date and time of each call.
9. It is understood that a job assignment must be offered and accepted in its entirety (i.e. three (3) days, must be able to work all three (3) days). Once a job assignment has been accepted, the called-out employee shall remain on that assignment for the duration of the regular employee's absence provided there is not a break in the regular employee's absence (not including weekends/stat holidays).

Should there be an occasion where a regular employee has had a request for leave approved for a specific day or days; and prior to the leave (forty-eight (48) hours or more), the regular employee has cause to be away from work for all days proceeding the initial leave request for an unspecific period of time, due to illness or injury, then the initial leave request will be cancelled and a new call-out will be made for the entire period.

10. Employees are entitled to overtime at the rate of time and one-half upon completion of the called-out shift. This does not preclude the Board from offering the casual an extension of hours to the called-out shift up to full time at straight time rate of pay. Any time over eight (8) hours of work shall be considered overtime and paid at time and one half.
11. Where the notice of leave form has been received by the individual responsible for arranging call-outs at least seventy-two (72) hours prior to the requested leave, the call-out shall be made within two (2) working days, preferably between the hours of 8 a.m. and 10 a.m.

**LETTER OF INTENT NO. 1**

**BETWEEN**

**THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 10 (ARROW LAKES)**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2450**

**RE: Hours of Work**

It is hereby agreed between the two parties that the regular work week for employees holding two (2) or more separate posted positions shall be up to forty (40) hours per week.

Amended and renewed – Negotiations 2005

SIGNED ON BEHALF OF:

BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 10 ( ARROW  
LAKES)

CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 2450

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**LETTER OF INTENT NO. 2**

**BETWEEN**

**THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 10 (ARROW LAKES)**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2450**

**RE: Benefits Trust**

- a. Benefits Trust  
The Board agrees to enter into the Benefits Trust provided there is no additional cost or liability to the Board of School Trustees of School District No 10 (Arrow Lakes)
- b. It is agreed that the Union will receive no less coverage of benefits than they currently enjoy, and;
- c. Benefits  
Agree that Union can use portion of compensation package to improve benefit coverage provided Board confirms that there is no additional cost or liability to the District from the changes in benefit coverage.
- d. LTD  
Upon the start up of the Long Term Disability Plan arising out the Public Sector Accord (K-12), current funding for the existing Long Term Disability Plan will revert back to the Union. The Union and the Employer will meet as soon as is practicable to finalize the redistribution.
- e. Pension  
The Board will approve requests for recognition of past service, permitting and making appropriate salary deductions and remittances to allow employees to purchase contributory time with the following provisions:
  - the entire cost (including the Board's share) of purchasing past service be borne by the employee;
  - the past service requested be approved by the Pension Commission;

- employees may request the Board to have the payment for past service deducted from their pay cheque with the understanding that all payments must be made within the fiscal year (July 1 – June 30) application is made.

The Board of School Trustees of School District No. 10 (Arrow Lakes) and Local 2450 of the Canadian Union of Public Employees will undertake a joint request to the Municipal Pension Board and the BC Pension Corporation to change the rule/regulations to allow a full credit of twelve (12) months service for ten (10) month employees within the K-12 sector.

SIGNED ON BEHALF OF:

BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 10 (ARROW  
LAKES)

CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 2450

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**LETTER OF INTENT NO. 3**

**BETWEEN**

**THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 10 (ARROW LAKES)**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2450**

**RE: Qualifications**

Whereas both parties recognize that some form of qualifications need to be attached to all job descriptions, it is also recognized that the current job descriptions do not accurately reflect these qualifications. Therefore, the Joint Job Evaluation Committee referred to in Article 6 will be activated and will complete the task of revising and evaluating the job descriptions to reflect the current requirements.

Once this task is complete the qualifications in the job descriptions will be reflected in postings and will be recognized when employees enter either the bumping or posting process.

The committee will also address any further changes related to the following outstanding collective bargaining proposals:

Employer proposals

Pg. 5 Article 13.01

Pg. 6 Article 14.03

The work of this committee is to be completed by November 30, 2005.

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SIGNED ON BEHALF OF:

BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 10 (ARROW  
LAKES)

CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 2450

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