

|                   |       |    |    |
|-------------------|-------|----|----|
| SOURCE            | Union |    |    |
| EFF.              | 96    | 01 | 01 |
| TERM.             | 96    | 12 | 31 |
| No. OF EMPLOYEES  | 250   |    |    |
| NOMBRE D'EMPLOYÉS | JPC   |    |    |

**AGREEMENT**



**EFFECTIVE JANUARY 1, 1996 TO DECEMBER 31, 1996**

**BETWEEN**

**THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 7 (NELSON)**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 748**

1056301

10563 (01)

## TABLE OF CONTENTS

|  |   |
|--|---|
| <b>ARTICLE 1 - UNION RECOGNITION</b> .....                       | 1 |
| Bargaining Authority .....                                       | 1 |
| Definition of Employees .....                                    | 1 |
| No intimidation or Discrimination .....                          | 1 |
| Work Stoppages/Lockouts .....                                    | 2 |
| Bulletin Boards .....  | 2 |
| Change in Employee Status .....                                  | 2 |
| Displacement due to Technological Change .....                   | 2 |
| Administration of Collective Agreement .....                     | 2 |
| Correspondence .....   | 3 |
| Contracting Out .....  | 3 |
| <br>   |   |
| <b>ARTICLE 2 - THE BOARD'S RIGHTS RE EMPLOYEES</b> .....         | 3 |
| Management .....   | 3 |
| Hiring/Discipline/Demotion/Discharge .....                       | 3 |
| <br>   |   |
| <b>ARTICLE 3 - UNION SECURITY AND DEDUCTIONS</b> .....           | 3 |
| Deductions .....   | 3 |
| Notification by Union - Adjustment in Dues .....                 | 4 |
| New Employees .....  | 4 |
| Financial Responsibility of the Board .....                      | 4 |
| Union Membership Requirement .....                               | 4 |
| Employees & Collective Agreement .....                           | 4 |
| New Employees .....  | 4 |
| Students .....   | 5 |
| Employee Right of Representative .....                           | 5 |
| Picket Line Protection .....                                     | 5 |
| <br>   |   |
| <b>ARTICLE 4 - LEAVE OF ABSENCE, INCLUDING UNION LEAVE</b> ..... | 5 |
| Stewards .....   | 5 |
| Officers .....   | 5 |
| Bargaining Representatives .....                                 | 6 |
| Other Employees .....  | 6 |
| Union Leave .....  | 6 |
| Unpaid Leave .....   | 6 |
| Benefits During Leave (4.05-11-12-13) .....                      | 6 |
| Bereavement Leave .....  | 6 |
| Jury/Court Leave .....   | 7 |
| Volunteer Firefighter .....                                      | 7 |
| Political Leave .....  | 7 |
| Educational Leave .....  | 7 |
| Reserve Service Leave .....                                      | 7 |

|   |           |
|---|-----------|
| General Leave .....   | 8         |
| Assignment on Return From Leave .....                         | X         |
| Maternity Leave .....   | 8         |
| Paternity Leave .....   | 8         |
| Adoption Leave .....  | 8         |
| Canadian Citizenship .....                                    | 8         |
| Further Clarification .....                                   | 8         |
| <b>ARTICLE 5 - HOURS OF WORK .....</b>                        | <b>9</b>  |
| Schedule "B" .....  | 9         |
| Schedule "D" .....  | 9         |
| Variation of Hours of Work .....                              | 9         |
| Clerical Positions .....                                      | 9         |
| <b>ARTICLE 6 - WAGES AND MATTERS INCIDENTAL THERETO .....</b> | <b>9</b>  |
| Job Descriptions .....  | 9         |
| Job Classification .....                                      | 9         |
| Schedules .....   | 10        |
| Boiler Operator <del>Certificates</del> .....                 | 10        |
| Temporary Boiler Operator Certificates .....                  | 10        |
| Boiler Operator/4th Class Steam Engineer .....                | 10        |
| New Position/Change in Job Content .....                      | 10        |
| Shirt Premiums .....  | 11        |
| Higher-Rated Position .....                                   | 11        |
| Spray Painting .....  | 11        |
| Asbestos .....  | 11        |
| Bus Driver/Trainer Premium .....                              | 11        |
| Tool Provisions .....   | 11        |
| Hand Tool Allowance for Temporary Casual Employees .....      | 11        |
| Clothing Allowance: .....                                     | 12        |
| Replacement of Personal items .....                           | 12        |
| Boot Allowance .....  | 12        |
| Temporary Reassignment .....                                  | 12        |
| Transfers .....   | 12        |
| Non-Instructional Days .....                                  | 12        |
| Indication of Sick Day Accumulation .....                     | 13        |
| Job-Related Education .....                                   | 13        |
| Personal Vehicles .....                                       | 13        |
| T-4 Slips .....   | 13        |
| Dual Roles .....  | 13        |
| Two (2) Posted Positions .....                                | 13        |
| <b>ARTICLE 7 - OVERTIME .....</b>                             | <b>13</b> |
| Definition Of .....   | 13        |
| Pari-Time Employees .....                                     | 14        |

|   |           |
|---|-----------|
| Teacher Assistants .....                              | 14        |
| Notice Of .....                                       | 14        |
| Refusal Of .....                                      | 14        |
| Rates .....   | 14        |
| Computation Of .....                                  | 14        |
| Remuneration or Time Off .....                        | 14        |
| Banked Overtime .....                                 | 15        |
| Payment Of .....                                      | 15        |
| Meal Allowance .....                                  | 15        |
| Heating of Buildings .....                            | 15        |
| Bus Driving Call-outs .....                           | 16        |
| <b>ARTICLE 8 - STATUTORY HOLIDAYS .....</b>           | <b>16</b> |
| Entitlement .....                                     | 16        |
| July-August Premium .....                             | 17        |
| Holiday During Regular Time Off .....                 | 17        |
| Work on Statutory Holiday .....                       | 17        |
| <b>ARTICLE 9 - VACATIONS .....</b>                    | <b>17</b> |
| Definition .....                                      | 17        |
| Entitlement .....                                     | 17        |
| Ten (10) Month employees .....                        | 18        |
| Temporary Employees .....                             | 18        |
| Loss of Entitlement .....                             | 18        |
| Use of .....  | 19        |
| Statutory Holidays .....                              | 19        |
| Illness During .....                                  | 19        |
| <b>ARTICLE 10 - SICK LEAVE .....</b>                  | <b>19</b> |
| Definition of .....                                   | 19        |
| Accumulation of .....                                 | 19        |
| Proof of Illness .....                                | 20        |
| Without Pay .....                                     | 20        |
| Payout Of .....                                       | 20        |
| Record Of .....                                       | 20        |
| Workers' Compensation .....                           | 21        |
| Medical and Dental Appointments .....                 | 21        |
| Illness of Immediate Family Member .....              | 21        |
| <b>ARTICLE 11 - BENEFITS .....</b>                    | <b>21</b> |
| Municipal Superannuation .....                        | 21        |
| Medical .....   | 21        |
| Group Life Insurance .....                            | 21        |
| Payment of Employee's Share While on Sick Leave ..... | 22        |
| Dental .....  | 22        |

|  |           |
|--|-----------|
| Extended Health .....  | 22        |
| Long-Term Disability .....   | 22        |
| Waiver of Benefits .....   | 22        |
| Payment in Lieu Of .....   | 22        |
| Benefit Summary: .....   | 23        |
| <b>ARTICLE 12-SENIORITY .....</b>                                  | <b>23</b> |
| Seniority List .....   | 23        |
| Loss of Seniority .....  | 23        |
| No Loss of Seniority .....   | 24        |
| New Employee Probation Period .....                                | 24        |
| Temporary Employees .....  | 24        |
| Promotions/Transfers/Demotions .....                               | 24        |
| Transfer Outside of Bargaining Unit .....                          | 25        |
| Merger/Amalgamation/Combination with Another School District ..... | 25        |
| Layoffs .....  | 25        |
| Notification of .....  | 25        |
| Union Executive .....  | 25        |
| Benefit Premiums During Layoff .....                               | 26        |
| Layoff Grievances .....  | 26        |
| Bumping During Layoff .....  | 26        |
| Reduction of Hours .....   | 26        |
| Use of Bumping Rights .....  | 26        |
| Recall .....   | 26        |
| <b>ARTICLE 13 - POSTINGS .....</b>                                 | <b>27</b> |
| Postings .....   | 27        |
| Posting Content .....  | 28        |
| Temporary Employees .....  | 28        |
| Probationary Period - Change of Classification .....               | 28        |
| Consideration for Promotion .....                                  | 28        |
| Notification of Staff Changes .....                                | 28        |
| Second (2nd) Shift Custodian Engineer .....                        | 29        |
| Employee Familiarization: .....                                    | 29        |
| <b>ARTICLE 14 - GENERAL PROVISIONS .....</b>                       | <b>29</b> |
| Courses of Instruction .....                                       | 29        |
| Employee's Responsibility .....                                    | 29        |
| Preference for Disabled Employees .....                            | 29        |
| Apprenticeship Program .....                                       | 30        |
| Home Care of Students .....  | 30        |
| Singular/Plural - Masculine/Feminine .....                         | 30        |

|   |    |
|---|----|
| <b>ARTICLE 15 - DISMISSAL AND RESIGNATIONS</b> .....  | 30 |
| Just Cause .....                                      | 30 |
| No Just Cause .....                                   | 30 |
| Resignation .....                                     | 30 |
| Censure of Employee .....                             | 30 |
| Records of Offence .....                              | 30 |
| <br>  |    |
| <b>ARTICLE 16 - SAFETY</b> .....                      | 31 |
| Statement of Intent .....                             | 31 |
| Safety Committee .....                                | 31 |
| Safety Committee Meetings .....                       | 31 |
| Minutes of Safety Committee Meetings .....            | 31 |
| Tools, Equipment, Clothing .....                      | 31 |
| Employee Participation .....                          | 31 |
| Work Restrictions .....                               | 31 |
| Safety Training .....                                 | 31 |
| Communicable Diseases .....                           | 32 |
| Visual Display Terminals .....                        | 32 |
| <br>  |    |
| <b>ARTICLE 17 - LABOUR-MANAGEMENT COMMITTEE</b> ..... | 32 |
| Committee .....                                       | 32 |
| Committee Objectives .....                            | 32 |
| Committee Meetings .....                              | 32 |
| Employee Attendance .....                             | 32 |
| <br>  |    |
| <b>ARTICLE 18 - GRIEVANCE PROCEDURE</b> .....         | 32 |
| Procedures .....                                      | 32 |
| Stage 1 .....   | 33 |
| Stage 2 .....   | 33 |
| Stage 3 .....   | 33 |
| Stage 4 .....   | 33 |
| Abandonment .....                                     | 33 |
| Board of Arbitration .....                            | 33 |
| Written Submission Requirement .....                  | 33 |
| Policy Grievances .....                               | 33 |
| <br>  |    |
| <b>ARTICLE 19 - ARBITRATION PROCEDURE</b> .....       | 34 |
| Consensual Mediation/Arbitration .....                | 34 |
| Arbitrator .....                                      | 34 |
| Selection of Officer .....                            | 34 |
| Governance of Officer .....                           | 34 |
| Resolution of Differences .....                       | 34 |
| Expenses .....  | 34 |
| Witnesses and Access to Board Premises .....          | 35 |
| Application of Article 18.01 .....                    | 35 |

|  |           |
|--|-----------|
| Time Limitations .....   | 35        |
| <b>ARTICLE 20 - SEXUAL HARASSMENT AND DISCRIMINATION</b> ..... | <b>35</b> |
| Statement of Intent .....                                      | 35        |
| Employee Grievance .....                                       | 35        |
| No Discrimination .....  | 35        |
| <b>ARTICLE 21 - TERM OF AGREEMENT</b> .....                    | <b>36</b> |
| <b>SCHEDULE "A"</b> .....                                      | <b>37</b> |
| <b>NOTES ON SCHEDULE "A"</b> .....                             | <b>38</b> |
| <b>SCHEDULE "B"</b> .....                                      | <b>39</b> |
| <b>SCHEDULE "C"</b> .....                                      | <b>42</b> |
| <b>SCHEDULE "D"</b> .....                                      | <b>44</b> |
| <b>APPENDIX "A"</b> .....                                      | <b>45</b> |
| <b>LETTER OF UNDERSTANDING #1</b> .....                        | <b>47</b> |
| <b>LETTER OF UNDERSTANDING #2</b> .....                        | <b>48</b> |
| <b>LETTER OF UNDERSTANDING #3</b> .....                        | <b>49</b> |
| <b>LETTER OF UNDERSTANDING #4</b> .....                        | <b>50</b> |
| <b>LETTER OF UNDERSTANDING #5</b> .....                        | <b>51</b> |
| <b>LETTER OF UNDERSTANDING #6</b> .....                        | <b>52</b> |

## ARTICLE 1 - UNION RECOGNITION

### 1.01 Bargaining Authority

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 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 Labour Relations **Code** of British Columbia.

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

1. Secretary **to** Secretary-Treasurer
2. **Assistant** Maintenance Supervisor

### 1.02 Definition of Employees

#### Regular Employees

Regular employees **are** employees either full-time or part-time who hold a posted **position.**

#### Temporary Employees

Temporary employees are employees who have completed sixty (60) **days** continuous or broken employment within **a twelve (12) month period.** Temporary employees **will** not be employed **on a continuous basis** for **more than six (6) months** unless mutually agreed **between the Board and** the Union. **Once an employee becomes** temporary he **will be shown as such on the seniority list.**

#### Casual Employees

Casual employees are **employees who** work on an intermittent **basis,** but **who** have not completed **sixty (60) days** employment within a twelve **(12) month period.** Casual employees have no seniority, qualify for **no** benefits, paid leaves or **Sick leave.** Casual **employees** will be paid thirteen percent (13%) **payment on their gross pay** to compensate for vacations and holidays. A call-out **list** for casual **employees** will be **kept with the longest term employees being** given preference for call-outs in their classifications and geographical area. Call-out procedure shall be **a local issue** for each School District.

### 1.03 No Intimidation or Discrimination

The **Board agrees that there shall be no intimidation or discrimination against any** employee **by reason** of his 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 Work Stoppages/Lockouts

The Union **agrees** that neither it, **nor** any of its representatives, nor any employee, shall in any way authorize, encourage or participate in any strike, walk-out, or suspension **of work** on the part of any employee, **or group** of employees **and** that at all times its members shall, **under** the direction of the Board, maintain all schools **during the life of the Agreement**, and the Board **agrees that there shall be no** lock-out **of** members of the Union during **the life** of this Agreement.

1.05 Bulletin Boards

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 Change in Employee Status

The Board **agrees** that any recommendation or matters considered by the Board relating to **rates** of pay, promotions, hiring or **discharge** of **all temporary, casual** and regular 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 Displacement due to Technological Change

Should any **displacement of staff** be indicated as the result of technological change, the Board and the Union will meet and **discuss** the possibility of employing displaced employees in **some other capacity, sixty (60) days prior to** the implementation of such change. In the event that a regular employee is displaced, he shall be offered an opportunity to bid on jobs held by employees 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 his wages reduced, but *shall* continue to receive his old rate until such time as the Agreement rate for his new position is equal to his actual rate of pay.

Following a twelve (12) months 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 will be paid on the basis of one (1) week's pay, at the regular rate of the position last occupied, **for** every year of completed service with the Board.

1.08 Administration of Collective Agreement

The **a d m i n i s t r a t i o n** of the terms of this Agreement will fall **within** the jurisdiction of the Director of **Physical** Operations and the Secretary-Treasurer of **the** Board.

1.09 Correspondence

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 Contracting Out

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.

- (a) The employer agrees not to contract out work of the bargaining unit if such contracting results in the layoff of, or reduction of hours of bargaining unit employees.
- (b) The employer recognizes the advantages of utilizing local contractors. Where it is cost effective and lawful, local contractors will be given preferential consideration.

## ARTICLE 2 - THE BOARD'S RIGHTS RE EMPLOYEES

2.01 Management

The Union recognizes the undisputed right of the Board to operate and manage the schools 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 will be communicated in writing to the Union.

2.02 Hiring/Discipline/Demotion/Discharge

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 DEDUCTIONS

3.01 Deductions

The Board agrees to payroll deduct all Union dues and initiation fees in accordance with the provisions of the Industrial Relations Act of British Columbia.

- 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 tenth (10th) day of the month following the pay period for which such deductions are made.

3.03 The Board will, at the time of making such remittances, enclose a list of employees (including all casual, temporary, part-time and regular employees) from whose pay cheques such deductions were made and include the employee's address, position and the number of hours worked.

3.04 Notification by Union - Adjustment in Dues

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

3.05 New Employees

In the case of a new employee, a deduction shall be made proportionate to time worked from his cheque in his first (1st) pay period of employment.

3.06 Financial Responsibility of the Board

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.

3.07 Union Membership Requirement

All employees of the Board shall become and remain members in good standing of the Union according to the constitution and by-laws of the Union. All new employees shall become and remain members in good standing in the Union within thirty (30) days of employment.

3.08 Employees & Collective Agreement

No employee shall be required or permitted to make written or verbal agreement with the Board or their representative which conflicts with the terms of this Collective Agreement.

3.09 New Employees

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 Deductions.

New employees shall be introduced to the new employee's Union steward or representative on commencement of employment.

3.10 **Students**

All students employed under Youth Employment Programs are covered by this Agreement.

When students are employed when grants are applied for, **the** Union agrees to **waive the** posting procedure for filling these positions. The maximum numbers of students will be **four (4)**. The employer will ensure a balance of C.U.P.E. and **non C.U.P.E.** relatives in these positions. The rate of pay for students will be the custodian rate. Students will not accumulate seniority.

3.11 **Employee Right of Representative**

If during a discussion with a supervisor an employee feels he requires representation because of possible disciplinary consequences, he shall be allowed, upon request, to have a Shop Steward or Area Representative present.

3.12 **Picket Line Protection**

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 ABSENCE, INCLUDING UNION LEAVE**

4.01 **Stewards**

**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 his work** without obtaining permission from his **supervisor**. such permission will not unreasonably be denied.

4.02 **Officers**

**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~~ forwarded to the Secretary-Treasurer for this purpose.
- (c) if the Board can find a suitable replacement in an emergency.
- (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 Bargaining Representatives**

A maximum of three (3) C.U.P.E. bargaining representatives in the employ of the Board shall attend collective bargaining meetings without loss of remuneration. Such representatives will be entitled to eight (8) hours pay per day of bargaining. The Board agrees to pay a mileage allowance for one vehicle per *District*.

**4.04 Other Employees**

The Board agrees to grant leaves of absence, without pay, up to a maximum of two (2) employees 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.

**4.05 Union Leave**

The employer 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.

**4.06 Unpaid Leave**

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.

**4.07 Benefits During Leave (4.05-11-12-13)**

Employees on leave under 4.05-11-12-13 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 employer. During such leave seniority shall accumulate and while no vacations are payable during the leave, upon his return the employee's absence shall count as part of his qualifying entitlement.

**4.08 Bereavement Leave**

- a) Employee shall be granted up to three (3) working days, without loss of pay or seniority, in the event of a death in the immediate family. "Immediate family" shall be defined as: father, mother, husband, wife, child, brother, sister, mother-

in-law, father-in-law, grand-parents, grandchildren, common law spouse, sister-in-law, brother-in-law.

- b) One (1) day shall be granted without loss of salary or wages to attend a funeral as a pallbearer, provided such employee has the approval of his supervisor.
- c) Reasonable leave of absence shall be granted for travel and estate affairs, without pay and without loss of seniority. Up to two (2) additional days may be paid for from the employee's sick bank, with the approval of the Chief Executive Officer or designate.

4.09 Jury/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 employee turns over to the Board any wages received for serving as a witness or juror.

4.10 Volunteer Firefighter

An employee who is a volunteer firefighter and cannot report to work at his 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 his volunteer duties.

4.11 Political Leave

The employer shall allow a leave of absence, without pay, as required, to any employee who is elected to represent his 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's leave application exceed those discussed, the issue should be brought to a Labour Management Meeting for resolution.

4.12 Educational Leave

The employer 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.

4.13 Reserve Service Leave

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

4.14 **General Leave**

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

4.15 **Assignment on Return From Leave**

Upon **returning from** leaves under 4.05-11-12-13-14 the employee shall be **returned to** the position **previously held**. **Should that position** be no longer in existence **the** employee will **exercise the bumping procedure** under 12.14.

4.16 **Maternity Leave**

While on maternity leave an employee shall retain her **full employment** status and accumulate all **benefits** under this Agreement. Maternity leave may be extended to a maximum of **six (6) additional months** upon proof of complications or sickness from a medical doctor. Any extended leave beyond the required eighteen (18) weeks will be without **benefits**. **When an employee decides to return to work** after maternity leave, she shall provide the Board **with at least two (2) weeks** notice. **On her return from maternity leave, the employee shall be placed in her former position**. **If the former position no longer exists she shall be placed in an equivalent position in her area**.

4.17 **Paternity Leave**

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

4.18 **Adoption Leave**

**In cases of child adoption, female employees shall be entitled to leave of absence, without pay, on the same basis as provided under the Maternity Leave provisions contained in this article. An additional one (1) day, with pay, will be granted to the parent (both if employed by the Board) for travelling to receive the child.**

4.19 **Canadian Citizenship**

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

4.20 **Further Clarification**

**Leaves granted under Article 4.14 of the current Collective Agreement will have all the benefits accruing under Article 4.07, except that the holiday anniversary date will be advanced by the number of working days missed by the employee being on leave under Article 4.14.**

## ARTICLE 5 - HOURS OF WORK

### 5.01 Schedule "B"

The regular working week and day for all employees covered by this agreement shall be as set forth in the "Hours of Work Schedule" attached hereto and forming part of this Agreement. The Schedule shall be deemed to constitute Schedule "B" of this Agreement.

### 5.02 Schedule "D"

The Board agrees, in consultation with the Union, to set forth the working schedule of each employee, hereinafter referred to as the "Work Schedule", as may be required by conditions throughout the School District. The Schedule shall be deemed to constitute Schedule "D" of this Agreement.

### 5.03 Variation of Hours of Work

The Board and the Union agree that the regular working week, 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.

### 5.04 Clerical Positions

The regular work week of all clerical personnel shall consist of five (5) consecutive work days of seven (7) hours each Monday to Friday, inclusive.

## ARTICLE 6 - WAGES AND MATTERS INCIDENTAL THERETO

### 6.01 Job Descriptions

The Union agrees to draw up job descriptions for all positions and classifications for which the Union is the bargaining agent. The descriptions will become the recognized job descriptions when signed by both the Union and Management. Any position description not agreed to by the committee will be referred to the Labour Management Committee for resolution. It is understood that position descriptions can be reviewed and revised as required and, in any event, will be reviewed annually.

### 6.02 Job Classification

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. It is understood, however, that the Union retains the right to grieve the classification or reclassification of any employee or group of employees covered under this Agreement. Existing classifications and rates of pay shall not be eliminated or changed without consultation with the Union.



### 6.03 Schedules

a) Schedule " "

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

b) Schedule "F"

Clerical employees shall be classified as per Schedule "F" attached hereto and forming part of this Agreement. The Board shall pay **wages biweekly to its employees** in accordance with Schedule "A".

### 6.04 Boiler Operator Certificates

Employees holding Boiler Operator Certificates and **employed** on afternoon shifts at work **requiring** Boiler Operator's qualifications will be paid at the full rate of their certification on a year-round basis.

### 6.05 Temporary Boiler Operator Certificates

**Employees** holding temporary certificates as Boiler Operators **asset** out in Schedule "C" of this Agreement, shall be paid at the **rate** half-way between **the rate** for **their** present permanent certification **and** the rate specified for the job **during** the first (1st) year they are employed in such positions, and shall be paid at the rate of seventy-five percent (75%) of the rate for their present permanent **certification** and the rate specified for the job for the **second (2nd)** year.

### 6.06 Boiler Operator/4th Class Steam Engineer

An employee holding a Boiler Operator **certificate** or **4th class Steam Engineer certificate**, and **designated by the** Board as a swing-shift or **relief Custodian Engineer**, shall be paid **at** the rate for a Custodian-Boiler Operator for **the months** of October, November, **December**, January, **February and** March, notwithstanding that he is in fact performing other **duties**.

### 6.07 New Position/Change in Job Content

In the event of a **new** position being **created** or where **there is a substantial** change in job content, a temporary rates shall be set **by the Board in** reasonable relationship to existing rates **set** forth in the Wage Schedule of this **Agreement**, pending **negotiations** between **the Board** and the **Union** of a mutually agreeable **rate**. In **the** event the **Board** and the **Union** are unable to reach agreement on a mutually satisfactory **rate**, the matter shall be referred to arbitration **as** provided in Article 19.

6.08 Shift Premiums

Jan. 1/94

Afternoon shift      thirty-five cents (\$.35)  
Night shift            fifty cents (\$.50)

6.09 Higher-Rated Position

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

6.10 Spray Painting

There shall be a spray painting differential for all spray painting done of fifty cents (\$.50) per hour.

6.11 Asbestos

There will be a wage differential of two dollars (\$2) per hour paid to employees working in the presence of asbestos for levels 1 and 2, as determined by Workers' Compensation Board regulations.

There will be a wage differential of one half (1/2) of the employee's regular rate of pay paid to employees working in the presence of asbestos for level 3, as determined by Workers' Compensation Board regulations.

These are applicable only to hours worked where the employee is required to wear protective breathing apparatus, as required by the Workers' Compensation Board or the School Board.

6.12 Bus Driver/Trainer Premium

It is hereby agreed that the certified bus driver/trainer will receive a premium of one dollar and fifty cents (\$1.50) per hour for the time spent instructing. This will be effective from September 8, 1992.

6.13 Tool Provisions

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

6.14 Hand Tool Allowance for Temporary Casual Employees.

A tool allowance of twenty-five dollars (\$25.00) per week will be paid to the individual worker where the employer requests the use of such hand (non-power) tools to perform work on buildings or grounds.

6.15 Clothing Allowance:

All bus drivers and maintenance employees upon becoming regular employees, shall be provided with coveralls. Other employees will be provided with coveralls, smocks or other protective clothing, where required.

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

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

6.16 Replacement of Personal Items

The employer agrees to pay reasonable costs (excluding normal wear and tear) for replacement of personal items damaged or destroyed during performance of required duties.

6.17 Boot Allowance

Once each year the Board will issue each Repairman, Tradesman and Certified Journeyman a cheque, following the Board receiving a receipt of purchase, for fifty percent (50%) of the cost of boots required for work. It is recognized that these tradespersons must purchase and wear safety-toed boots.

6.18 Temporary Reassignment

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

6.19 Transfers

Employees may be transferred from one (1) 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 of this Agreement. If an employee transferred on a temporary basis (sixty (60) working days or less) is required to travel out of the Municipality in which he normally works to effect such temporary transfer, the Board agrees to provide transportation for the employee from one Municipality 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 for Trustees on School Board business.

6.20 Non-Instructional Days

Employees shall receive payment for non-instructional days on the condition that the employee works his regular hours at a job assigned by the Board.

6.21 Indication of Sick Day Accumulation

Sick days accumulation shall be indicated on pay slips **each pay period**.

6.22 Job-Related Education

Where employees are required to participate in job-related education courses, all hours worked up to eight (8) hours **per day** shall be paid straight **time**.

6.23 Personal Vehicles

Employees who voluntarily use their vehicle for School Board **business** will be **reimbursed** for mileage and will be covered under a blanket insurance program provided by the Board. This insurance coverage is through the Insurance Corporation of British Columbia, Special Terms and Conditions, which allows for indemnity to be paid pursuant to and in accordance with the coverage purchased on the valid and subsisting owner's certificate of insurance and vehicle license issued in respect of the vehicle being used or operated by those employees of the Board.

6.24 T-4 Slips

T-4 slips will be mailed to employees no later than the last day of February.

6.25 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 will **not be spread over more than eight (8) hours work in ten (10) hours**.

6.26 Two (2) Posted Positions

An employee holding two (2) part-time posted **positions** shall receive the separate rates of pay.

An employee holding two (2) part-time posted positions **will not exceed eight (8) hours work within a twelve (12) hour period**.

## ARTICLE 7 - OVERTIME

7.01 Definition Of

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 overtime rates. **When** an employee is called out to **work** at a time **other than** his regular shift or **extension thereof, he 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 (1) call out per four (4) hour period**.

7.02 Part-Time Employees

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.

7.03 Teacher Assistants

This clause does not apply to Teacher Assistants, who, when requested to participate in either curricular or extra-curricular activities will 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.

7.04 Notice Of

If an employee is not given twenty-four (24) hours' notice of change of shift he must be paid at overtime rates for all hours worked.

7.05 Refusal Of

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 his refusal to work overtime.

7.06 Rates

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 1/2) for the first two (2) hours of overtime worked on a normal working day and double time (2) thereafter. Hours of overtime on consecutive days of rest shall accumulate and be paid at the rate of time and one-half (1 1/2) for the first four (4) hours and double time (2) thereafter.

7.07 Computation Of

Overtime shall be computed by multiplying the hourly rate by one and one-half (1 1/2) or two (2) as appropriate.

7.08 Remuneration or Time Off

An employee shall be given the choice of remuneration or time off for any accrued overtime. Accumulation of overtime shall be in hours for that employee's regular assigned shift.

7.09 Banked Overtime

a) Accumulation of banked overtime

The Board and the **Union** agree that, notwithstanding the provisions of Article 7, employees shall be permitted, annually, to accumulate overtime to a maximum of **seven (7)** regular **shifts** in lieu of **cash** payment, **such** leave to be equal to the appropriate overtime cash payment.

b) Employee Responsibility

**At the beginning** of each **calendar year** or **upon** commencement of employment or transfer of position, the employee **must** advise the Board whether he wishes to **bank** overtime in accordance with **this** clause, otherwise overtime will automatically be paid. Such notice, in writing, **shall accompany** the time card covering the first (1st) pay period in **that** year.

c) Use of

**Such leave shall be** taken at the Board's discretion. **Days** not taken by December 31st of that calendar year **shall** be paid **in** cash to the employee.

7.10 Payment Of

**As** compensation for **all work performed outside the recognized hours of 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, Section 7.01, 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**. **This section** is not applicable to **bus drivers on extra-curricular runs**.

7.11 Meal Allowance

**Employees required to work more than one and one-half (1 1/2) 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 at the following rates **in lieu of providing a meal**:

|                                |                  |
|--------------------------------|------------------|
| <b>Overtime Meal Allowance</b> | <b>Jan. 1/94</b> |
| Breakfast                      | \$ 8.00          |
| <b>Lunch</b>                   | <b>\$11.00</b>   |
| Supper                         | \$18.00          |

7.12 Heating of Buildings

It is recognized that the proper heating of **buildings** during **severe weather** is the responsibility of the Custodial-Engineers in **each** school. Custodial-Engineers in each

school shall be responsible for the proper heating of buildings only when so directed or authorized by the Director of Physical Operations or designate.

7.13 **Bus Driving Call-outs**

Call-out prior to a normal shift shall not be deemed a shift change.

Any call-out time which runs into normal working hours is to be deemed an extension of hours and shall be paid at appropriate overtime rates, as per Article 7.06 of the current Collective Agreement.

In the event a custodian, whose normal shift is an afternoon shift, is called out to drive bus in the morning, this will be paid at call-out rates, i.e., four (4)-hour call-out at a driver's rate of pay for the driving time, only, and in the afternoon, will continue to work as custodian until normal quitting time.

This applies only to employees that sign up to be called out as casual drivers.

**ARTICLE 8 - STATUTORY HOLIDAYS**

8.01 **Entitlement**

Employees shall be entitled to a holiday, with pay, at their regular rate for each of the Statutory Holidays hereinafter set forth or such days as the Board and the Union may mutually agree shall be taken in lieu of such Statutory Holiday. The Statutory Holidays shall be:

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

or the days proclaimed under the laws of British Columbia in their stead, or any other day proclaimed by the Federal or Provincial Governments. Should the schools be required to be in session on any Statutory Holiday, employees required to work on such a holiday will be granted an alternate day off in lieu of the Statutory Holiday worked. The alternate day off will be taken at a mutually acceptable time, but no later than the conclusion of the employee's next annual vacation.

There shall be nine (9) Statutory Holidays for ten (10) month employees, ten (10) Statutory Holidays for eleven (11) month employees, and eleven (11) statutory Holidays for twelve (12) month employees.

10-month employees

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

**8.02 July-August Premium**

It is agreed that regular ten (10) month employees who work a few days during July and August will be paid a premium of four percent (4%) in addition to the regular hourly wage to Compensate for the Statutory **Holidays, Canada Day and B.C. Day.**

**8.03 Holiday During Regular Time Off**

In the event of a Statutory **Holiday** falling on an employee's regular day off he shall be entitled to a day off, with pay, at his regular rate, on a date determined by the Board and the Union.

**8.04 Work on Statutory Holiday**

An employee required to work on such Statutory **Holiday** or day mutually agreed upon in lieu thereof, as aforesaid, shall receive, in addition to regular pay for that holiday, double his regular rate, of pay for the time worked.

**ARTICLE Y - VACATIONS**

**9.01 Definition**

For the purpose of computing vacation time the word "week" where used in Sections 9.02, 9.03, 9.04, 9.05 and 9.06 of this Article shall be considered as constituting five (5) working days. Holiday time will be earned as days rather than percentage of gross salary. Holiday days will be earned in terms of the number of months employed on a regular basis as per the Agreement. If payout is required at resignation, holiday time will be pro-rated as the number of days of holidays earned.

**9.02 Entitlement**

An employee who has been in the service of the Board for less than one (1) year prior to June 30 of any year shall be entitled to a vacation equal to six percent (6%) of the number of days he worked prior to the said June 30 in the preceding year. In computing the number of days, fractions will be taken to the nearest half day.

**9.03** An employee who has been in the service of the Board for one (1) year or more, but less than seven (7) years prior to June 30 in any year, shall be entitled to a vacation, with pay, of three (3) weeks, if taken before the succeeding June 30. Vacation pay entitlement will be calculated on the basis of fifteen (15) day's pay.



- 9.04 An employee **who** has been in the service of the Board for seven (7) years **or more** but less than fifteen (15) years prior to June 30 in any year, shall be entitled to a vacation, with pay, of four (4) weeks, if **taken** before the succeeding June 30. Vacation pay entitlement will be **calculated on the basis of** twenty (20) day's pay.
- 9.05 An employee **who** has **been** in the service of the Board for fifteen (15) years or more, but less than twenty-three (23) years prior to June 30 in any year, shall be entitled to a vacation, with pay, of five (5) weeks, if **taken before the succeeding June 30**. Vacation pay entitlement will be calculated on the **basis** of twenty-five (25) day's pay.
- 9.06 An employee who has been in the service of the Board for twenty-three (23) years or more prior to June 30 in any year, shall be entitled to a vacation, with pay, of six (6) weeks: if taken before the succeeding June 30. Vacation pay entitlement will be calculated on the basis of thirty (30) day's pay.
- 9.07 Ten (10) Month employees  
After ten (10) months of **service**, the ten (10) month employees **shall** be entitled to three (3) weeks vacation, with pay, at **their** current hourly rate. For **the** purpose of vacation entitlement for ten (10) month employees, ten (10) months of **service shall equal one (1) year of service**.
- 9.08 Temporary Employees  
Temporary employees who obtain a regular posted **position**, without a **break** in their employment, will have their vacation entitlement begin on the first (1st) day of the **uninterrupted portion** of **their** employment. It is understood by **the parties** that **seniority dates and vacation entitlement dates** for regular employees will in most cases be different. **The regular employee who falls into this category will have his vacation entitlement pro-rated in the first (1st) year due to the fact that** for the said period of uninterrupted they have **been** paid **their** vacation entitlement.
- 9.09 Loss of Entitlement  
**For each period of thirty (30) consecutive days an employee is absent from work in the year preceding June 30 in any year, there shall be deducted from the vacation pay to which he would otherwise be entitled in the succeeding year under Sections 9.02, 9.03, 9.04, 9.05 and 9.06 of this Article, one-twelfth (1/12) of such vacation pay, provided that, as regards employees qualifying under said 9.02, 9.03, 9.04, 9.05 and 9.06 of this Article, time spent on vacation for which the employee is paid under this Article, or time lost because of sickness, with pay, or accident shall be considered as time worked.**

9.10 Use of

Regular Employees

An employee's vacation shall, where practicable, be granted at the time requested, but in all **cases** the commencement date **must** be **at** the convenience of the Board. Preference in choice of individual employee's vacation **dates** shall be determined by seniority of **service**.

Clerical Employees

**Clerical** employees shall take their vacation during the regular school holiday periods of **Christmas** and Easter. Reference to Christmas and **Easter** holidays shall **refer** only to "ten (10) month" employees. A clerical employee will not receive less than fifteen (15) days holiday in any one school year, except where employed for only a part of a school year.

Ten (10) Month Employees

Regular ten (10) month employees shall receive their regular pay cheque during the Christmas and Easter vacation **periods** with **any remaining** holiday pay due, paid **at** the end **of** June **in** each year.

9.11 Statutory Holidays

If a Statutory Holiday or **declared** holiday falls or is **observed** during an employee's vacation period, he shall be granted an additional day's vacation for such holiday in addition **to** his regular vacation **time**.

9.12 Illness During

**Where** an employee qualifies for **sick leave**, with pay, during his 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 will be **expected** to provide proof of illness during vacations by way **of** a letter from a doctor.

**ARTICLE 10 - SICK LEAVE**

10.01 Definition of

Sick leave means **the period of time** an employee **is permitted to be** absent from work, with **or** without pay, by **Virtue** of **Sickness**, unavoidable quarantine or accident, for which **compensation** is not payable **under the Workers' Compensation Act**.

10.02 Accumulation of

All regular and temporary employees shall be **granted sick** leave credit in **the** amount of one and one-half (1 1/2) **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, he 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 will be paid sick leave on a pro-rata basis.

**10.03 Proof of Illness**

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.

**10.04 Without Pay**

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.

**10.05 Payout Of**

An employee entitled to sick leave under this Article shall receive forty percent (40%) of his unused accumulated sick leave upon:

- (a) Retirement on or after the attainment of the minimum retirement age in conformity with the Municipal Superannuation Act of B.C., whichever shall last occur, or
- (b) Retirement with a permanent disability entitling the employee to superannuation, or
- (c) Death of an employee while in the service of the Board, payable to the employee's estate, or
- (d) Severance, with five (5) or more years of seniority, as a payout of accumulated sick leave credits. This clause does not apply to employees dismissed for just cause.

**10.06 Record Of**

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 not later than January 31, indicating the employee's credits as of the previous December 31, and a copy of which shall be forwarded to the Union.

**10.07 Workers' Compensation**

An employee prevented from performing his 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 his regular salary.

**10.08 Medical and Dental Appointments**

Reasonable time off, with pay, for medical and dental appointments for employees shall be permitted. All hours of absence to be charged to sick leave credit; excluding annual bus driver medical, which will be paid by the Board up to a maximum of two (2) hours per driver.

**10.09 Illness of Immediate Family Member**

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 for tests, treatment or other related medical matters an employee may use a maximum of three (3) accumulated sick leave days per year for those purposes.

**ARTICLE 11 - BENEFITS**

**11.01 Municipal S \_\_\_\_\_**

All eligible employees shall participate in the Municipal Superannuation Plan of B.C. Regular part-time employees shall have the option of participating in the Municipal Superannuation Plan of B.C.

**11.02 Medical**

Regular employees who have completed three (3) calendar months service within the previous twelve (12) calendar months may participate in the mutually approved Medical Plan. The employer will pay one hundred percent (100%) of the premium.

**11.03 Group Life Insurance**

Regular employees who have completed three (3) calendar months service within the previous twelve (12) calendar months shall participate in the Group Life Insurance Policy Payroll Deduction Plan, whereby each employee will pay twenty-five percent (25%) of the monthly premium for each one thousand dollars (\$1,000) of insurance coverage, and the Board will pay the remainder of the premium due. This Group Life Insurance will provide coverage calculated at two point three five times (2.35) times the annual basic earnings rounded to the next higher one thousand dollars (\$1,000), if not already a multiple of one thousand dollars (\$1,000). Maximum two hundred thousand dollars (\$200,000).

11.04 Payment of Employee's Share While on Sick Leave

While an employee is on sick leave, without pay, the Board agrees to pay the employee's share of the premium payments for all benefits. The total premiums paid by the Board on behalf of the employee will be deducted from his wages after he returns to work. The said deductions shall be repaid to the Board over a period of time equal to the time lost.

11.05 Dental

The Board shall pay seventy-five percent (75%) and the regular employees twenty-five percent (25%) of the costs of a mutually acceptable Dental Plan.

The plan coverage will be:

Plan A - one hundred percent (100%)

Plan B - sixty percent (60%)

Plan C - fifty percent (50%)

11.06 Extended Health

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 will be one hundred and fifty dollars (\$150) per family member per twenty-four (24) months.

Hearing aids will be covered under the Extended Health Benefits Plan up to five hundred dollars (\$500) every five (5) years.

11.07 Long-Term Disability

Employees will pay one hundred percent (100%) of the premium to maintain the current Long-term Disability Program.

11.08 Waiver of Benefits

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

11.09 Payment in Lieu Of

A regular part-time employee working less than fifty percent (50%) of a full-time position per week will be paid three percent (3%) gross pay in lieu of being provided benefits.

**Benefit Summary:**

| <b>Benefit</b>  | <b>Who Eligible</b>  | <b>When Eligible</b>  | <b>Cost Sharing</b>        |
|---|--|---|----------------------------|
| Medical   | Regular employees who <b>work more</b> than seventeen and one-half hours <b>per week</b> | The <b>first (1st) day of</b> the month following date of appointment <b>as a regular employee</b>        | 100% employer              |
| Extended Health (includes vision care & hearing aids) | (as above)   | The first <b>(1st) day of</b> the month following date of appointment as a regular employee               | 75% employer/ 25% employee |
| Life Insurance (mandatory)                            | (as above)   | The <b>first (1st) day of</b> the month following date of appointment as a regular <b>employee</b>        | 75% employer! 25% employee |
| <b>Dental</b>   | (as above)   | The first <b>(1st) day of</b> the month following date <b>of</b> appointment as <b>a</b> regular employee | 75% employer/ 25% employee |
| Long-Term Disability                                  | (as above)   | Three (3) months <b>following date of</b> appointment <b>as a</b> regular employee                        | 100% employee              |

**ARTICLE 12 - SENIORITY**

**12.01 Seniority List**

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

**12.02 Loss of Seniority**

An employee shall only lose his seniority in the event:

- (a) he is discharged for just cause and is not reinstated.
- (b) he resigns and submits his resignation in writing.

- (c) he 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) he 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 his current address and telephone number. An employee recalled for casual work or employment of short duration at a time when he is employed elsewhere shall not lose his recall rights for refusal to return to work if the Board can find a suitable replacement.
- (e) he is laid off for a period longer than one (1) year.

12.03 No Loss of Seniority

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

Rejection of a position that involves travel in excess of one hundred (100) kilometer, 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.

12.04 New Employee Probation Period

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 Article 1.02.

12.05 Temporary Employees

A temporary employee's seniority shall commence on the first (1st) day of work in the sixty (60) day qualifying period. Temporary employees qualify for thirteen percent (13%) payment on their gross pay to compensate for holidays, vacations, benefit premiums and paid leaves of absence.

12.06 Promotions/Transfers/Demotions

The Board agrees that seniority shall govern in all cases of promotions and demotions but that seniority shall govern only when the employee or employees are qualified and have the ability to perform the job. The Board shall determine qualifications in a fair and equitable manner. Job postings will contain qualifications and experience as outlined in the position description.

Both parties recognize:

- (1) the principle of promotion within the service of the Board.
  - (2) that job opportunity should increase in proportion to length of service.
- Therefore, in making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 12.06.

12.07 Transfer Outside of Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his consent. An employee transferred out of the unit shall retain his seniority for up to sixty (60) shifts. If the employee returns to the bargaining unit within the sixty (60) shifts, he will move back into the position he held prior to leaving the unit. Other employees affected will also bump back into their original positions.

12.08 Merger/Amalgamation/Combination with Another School District

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.

12.09 Layoffs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order to the bargaining-classification-wide seniority.

Temporary Employees

The parties agree that temporary employees will be laid off before regular employees and temporary employees will not be allowed to bump regular employees.

12.10 Notification of

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

12.11 Union Executive

In order that the operations of the Union will not become disorganized when lay-offs are made, members of the Executive Board of the C.U.P.E. Local and Chief Steward shall be the last persons laid off during their term of office, subject to job requirement. The Executive Board of the C.U.P.E. Local consists of the President, Secretary, Treasurer, Clerical Steward, Maintenance Steward, Bus Drive Steward, Custodial Steward and Teacher Assistant Steward.



**12.12 Benefit Premiums During Layoff**

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 lay-off, employees so affected shall have the right to continue receiving coverage through direct payments where allowable.

**12.13 Layoff Grievances**

Grievances concerning lay-offs and recalls shall be initiated at Step 3 of the grievance procedure.

**12.14 Bumping During Layoff**

Subject to Article 1.07, regular employees, when lay-off occurs, will have the right to bump, bargaining-unit-wide, any employee with less seniority, providing they can adequately perform the job. The temporary employees, when lay-off occurs, will have the right to bump, bargaining unit-wide, any temporary employee with less seniority, providing they can adequately perform the job.

**12.15 Reduction of Hours**

Should the Board require a reduction of hours that would result in a twelve percent (12%) or more reduction of the incumbent's hours as of January 1, 1992, the employee has the following options:

(a) accept the reduction and remain in the position

(b) have the right to exercise his Seniority to bump as per Articles 12.14 and 12.16. If an individual has already been reduced by twelve (12%) or more, any further reduction after the date of ratification will allow bumping to occur.

**12.16 Use of Bumping Rights**

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

**12.17 Recall**

Employees shall be recalled in the order of seniority, provided they can adequately perform the work available.

12.18 No new employees shall be hired until those laid off have been given an opportunity of recall, subject to job requirement.

12.19 When a regular posted position of five (5) continuous hours or more is not filled by a senior regular employee then the senior qualified employee on layoff shall be offered that position. Rejection of a position, other than for good and sufficient cause, shall result in loss of seniority for that employee.

- 12.20 When a regular posted position of five(5) continuous hours or more is not filled by a regular employee or regular employee on layoff, then the senior qualified temporary employee shall be offered that position. Rejection of a position, other than for good and sufficient cause, shall result in loss of seniority for that employee.

## ARTICLE 13 - POSTINGS

### 13.01 Postings

When a vacancy occurs or a new position is created, the Board shall notify the Union, in writing, and post notice of the position on all bulletin boards for a minimum of five (5) working days so that all members will know about a vacancy or new position.

- (a) No outside advertising for any vacancy will be placed until the applications of present employees have been fully processed. Vacancies, if they are to be filled, or new positions, must be posted within ten (10) working days of the vacancy or creation. Copies of the posting will be mailed to qualified laid-off and temporary employees who are not at work and therefore unable to see the posting.
- (b) Temporary vacancies of thirty (30) worked shifts or more duration will be posted as temporary vacancies. If the temporary vacancy was created by a regular employee being absent due to illness, Workers' Compensation Board or leave of absence, the absent employee must give two (2) weeks' notice of his return to work. Vacancies of less than thirty (30) worked shifts need not be posted.
- (c) The parties agree that in all cases of regular postings or temporary postings, regular employees having the required skills will be given preference over temporary employees.
- (d) It is understood that Teacher Assistants are encouraged not to move within the system, except in September of each year. When a vacancy exists in mid-term it will be posted and the successful applicant selected. If it is deemed that a mid-term move would be of significant detriment to the student, the successful applicant will be appointed to the position in June for placement in September of the new school year. Should a Teacher Assistant position become redundant or the hours reduced, the affected Teacher Assistant will be placed in a position of at least equivalent hours that would have the least impact on student learning. Consideration will also be given to the employee's personal circumstances. The affected Teacher Assistant would then exercise his/her seniority in June to select a position for the September following.
- (e) While the parties recognize a need for and a preference on behalf of some employees for part time shifts, the Board is, however, encouraged to create

positions or a combination of positions **that** allow employees to work up to the maximum number of hours. Where dual positions are established, the Letter of Understanding **applies**.

**13.02 Posting Content**

Such notice of postings shall **contain** the following information:

Nature of position, required **qualifications**, knowledge, education and **skills**, shift, wage or salary. Applications must be **made in writing**. Such **qualifications may not be established** in an arbitrary or discriminatory manner. All job **posting** notices will include a closing date for the posting.

**13.03 Temporary Employees**

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 that** position.

**13.04 Probationary Period - Change of Classification**

The successful applicant 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 period of sixty-five (65) shifts worked. In the **event** the successful applicant proves unsatisfactory in the position **during** the trial **period**, or **if the employee is unable to perform the duties of** the new job classification, he shall be returned to **his former position, wage or salary rate and without loss of seniority**. Employees will be **informed**, in writing, **as to why they were unsuccessful in the trial period**. Any **other** employee promoted **or transferred because of the re-arrangement of positions shall also** be returned to his former **position, wage or salary rate, without loss of seniority**.

**13.05 Consideration for Promotion**

**Consideration for promotion will** be given to the **senior** applicant **who does not possess** the required qualification or **certification**, but is preparing for qualification **or certification** prior to **filling of the vacancy**. Such employee will be given a **trial period** to qualify within four (4) **months, unless otherwise mutually agreed, and to revert to his 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**.

**13.06 Notification of Staff Changes**

Within **seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on all bulletin boards**. The Union shall

be notified of all appointments, hirings, lay-offs, transfers, recalls and terminations of employment.

**13.07 Second (2nd) Shift Custodian Engineer**

Subject to Article 12, Section 12.06 of the Agreement, where a vacancy occurs requiring a second (2nd) shift Custodian Engineer, present employees shall be given the opportunity of obtaining a temporary permit to enable them to acquire the knowledge necessary to obtain the required heating certificate, providing the employee shall avail himself to the opportunity so afforded, and failing to do so, he shall forfeit his right to such position or vacancy.

No employee shall be permitted to operate a boiler for a period longer than two (2) full consecutive heating periods (i.e., October 1 to March 31) with such a temporary permit. An employee failing to obtain the necessary heating certificate or failing to avail himself of the opportunity to do so shall revert to the position he would have held had he not been so promoted.

**13.08 Employee Familiarization:**

Wherever necessary, employees new to a position will be given a minimum of one (1) shift with a qualified individual.

**ARTICLE 14 - GENERAL PROVISIONS**

**14.01 Courses of Instruction**

In the event of any employee taking a course of instruction, as approved by the Board, in order that the employee will better qualify to perform his job, the Board will, on the employee's successful completion of the course, reimburse the employee in full for all 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 will be reimbursed for one (1) day.

**14.02 Employee's Responsibility**

An employee shall be responsible for advising the Board promptly upon meeting the requirements and successfully completing recognized trades or other qualifications.

**14.03 Preference for Disabled Employees**

An employee who has become incapable of fully performing his regular duties because of injury, occupational disease, advancing years or disablement will be given preference for any vacant position that he is considered competent to perform.

14.04 Apprenticeship Program

The Board agrees in accordance with the Regulations of the Apprenticeship Branch to implement, where possible an apprenticeship program in the District. The Board agrees to jointly develop an apprenticeship program in this contract year.

14.05 Home Care of Students

Employees are not expected to provide care to students in the student's home.

14.06 Singular/Plural - Masculine/Feminine

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

**ARTICLE 15 - DISMISSAL AND RESIGNATIONS**

15.01 Just Cause

Employees who are dismissed for just cause are not entitled to two (2) weeks notice of termination of employment or two (2) weeks pay in lieu thereof.

15.02 No Just Cause

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.

15.03 Resignation

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.

15.04 Censure of Employee

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 his 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 will be accompanied by the Shop Steward.

15.05 Records of Offence

Records that have been listed for over a twelve (12) month period will be withdrawn providing there has not been a continuation of an offence. Only those records of more than one (1) year shall be deleted,

## ARTICLE 16 - SAFETY

### 16.01 Statement of Intent

The Board and Union shall cooperate in continuing and perfecting the safety measures **now** in effect.

### 16.02 Safety Committee

School District No. 7 (Nelson) Safety Committee shall be **comprised** of two **(2)** representatives appointed by **Local** 748, two-(2) representatives appointed by the N.D.T.A., two **(2)** representatives appointed by the N.D.A.A. and **two** (2) **representatives appointed by the Board**. It is also agreed that the Board, for Safety Committee business, will **grant** C.U.P.E. four **(4)** hours per month, to be paid by the Board (this time to be other than Safety Committee meetings and is to help expedite the process of **resolving safety issues**).

### 16.03 Safety Committee Meetings

The 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**.

### 16.04 Minutes of Safety Committee Meetings

Minutes of all Safety Committee meetings shall be kept and copies of such Minutes shall be sent **to** the Board **and** the Executive of the Union.

### 16.05 Tools, Equipment, Clothing

All employees working in any **dangerous** capacity shall be supplied with **all the necessary tools, safety equipment and protective clothing, when needed**.

### 16.06 Employee Participation

**Time** spent by employees in **performance** of their duties **as members of the Joint Safety Committee shall be considered as time worked**, and payment shall be on the **basis** of straight time only.

### 16.07 Work Restrictions

**Both the Union and the Board recognize Article 8.24 (Work Restrictions)** of the Workers' **Compensation** Regulations (includes all **revisions to July 1, 1980**) and endorse the **intent of this Article**.

### 16.08 Safety Training

**Time** spent on Health and Safety courses approved by the **Secretary-Treasurer** should be considered **as time worked** and payment shall be on the **basis** of **straight time** only to a **maximum** of eight hours per day.

**16.09 Communicable Disease:**

The Safety Committee is also **charged with reviewing** the **impact of serious** communicable diseases and what assistance the Board might provide to protect employees in their specific environment.

**16.10 Visual Display Terminals**

Union and Management recognize the emergence **of the use of V.D.T.'s**. **They** further agree that **there is ongoing investigations** concerning possible radiation **health** hazards to those **operating** such terminals. Union and Management therefore agree, through the Safety **Committee of each School District**, to monitor **investigations and** recommend implementation of regulations as they become **law**. The parties agree to jointly investigate suggestions arising out of such investigations concerning "comfort items".

**ARTICLE 17 - LABOUR-MANAGEMENT COMMITTEE**

**17.01 Committee**

A **Labour-Management** Committee shall be **set** up comprised of representation of the Board and up to four **(4)** members **of the Union**.

**17.02 Committee Objectives**

The Labour-Management **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**.

**17.03 Committee Meetings**

**Meetings may be called** by either party to be held at a **time and place mutually agreed upon**.

**17.04 Employee Attendance**

Employees will not suffer a loss of pay for attendance at such meetings and a maximum of **eight (8)** hours **per year** will be available for allocation to employees who attend on their **own time**.

**ARTICLE 18 - GRIEVANCE PROCEDURE**

**18.01 Procedures**

Should a dispute arise between **the Board** and the Union and any employee or employes **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 the 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 a Board of Arbitration.

**18.02 Abandonment**

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.

**18.03 Board of Arbitration**

The Board shall have the right to submit in writing any dispute regarding the interpretation of or violation of this Agreement to the Executive Board 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 the Board of Arbitration instituted in accordance with this Article.

**18.04 Written Submission Requirement**

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

**18.05 Policy Grievances**

Policy grievances will be initiated at Stage 2 of this procedure.



## ARTICLE 19 - ARBITRATION PROCEDURE

### 19.01 Consensual Mediation/Arbitration

If the parties mutually agree, the provisions of Section 105 of the Labour Relations Code (Consensual mediation-arbitration) may be invoked instead of the arbitration process **contained** in **this** Article.

### 19.02 Arbitrator

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, **Mr. Ready**, or a substitute 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.

### 19.03 Selection of Officer

Selection of the Section 112 **officer** for the **first** (1st) 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.

### 19.04 Governance of Officer

**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.

### 19.05 Resolution of Differences

Except **where specifically** provided **otherwise** by statute, the **parties** agree to **abide** by the provisions of Articles 18 and 19 **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.

### 19.06 Expenses

**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.

**19.07 Witnesses and Access to Board Premises**

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 arrangements will 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.

**19.08 Application of Article 18.01**

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 bypass Stages 1 and 2 of Clause .01 of Article 18.

**19.09 Time Limitations**

The time limitations set out in this Article may be extended by mutual agreement of the parties.

**ARTICLE 20 - SEXUAL HARASSMENT AND DISCRIMINATION**

**20.01 Statement of Intent**

The Union and the employer recognize the right of employees to work in an environment free from sexual harassment. Therefore, the Union and the employer agree to cooperate in resolving any complaints of sexual harassment which may arise in the work place.

**20.02 Employee Grievance**

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

**20.03 No Discrimination**

The employer and its 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, or marital status, nor by reason of his membership in a Labour Union, and the employees shall at all times and in like manner act in good faith toward the employer.


**ARTICLE 21 - TERM OF AGREEMENT**

*X*

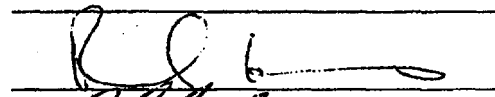

21.01 This Agreement shall remain in effect commencing January 1, 1996, A.D., through the period ending December 31, 1996 A.D., but shall not terminate at the expiration of that period unless notice in writing of the termination has been given by one party to the other party not more than four (4) months nor less than two (2) months immediately preceding December 31, 1996. If no such notice is given, this Agreement shall remain in effect from year to year until termination by either party upon notice in writing not more than four (4) months nor less than two (2) months immediately preceding the 31st day of December in any one year. Either party may, within the period of four (4) months immediately preceding the date of expiry of this Agreement by notice, require the other party to the Agreement to commence collective bargaining.

IN WITNESS WHEREOF the parties have executed this Agreement under Seal, November 15, 1996.

FOR THE BOARD:

  
\_\_\_\_\_  
Mr. Demand  
\_\_\_\_\_  
Lynn Adams  
\_\_\_\_\_

FOR THE UNION:

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**SCHOOL DISTRICT NO . 7 (NELSON)**

**SCHEDULE "A"**

| <b>CLASSIFICATION</b>   | <b>RATE EFFECTIVE JULY 1, 1994</b> |
|---|------------------------------------|
| <b>Custodian<br/>Summer Student<br/>Library Clerk<br/>KRCS Mail Operations<br/>KRCS Computer Operations<br/>KRCS Inventory Person</b>   | <b>17.80</b>                       |
| <b>General Labourer</b>   | <b>17.93</b>                       |
| <b>Custodian Boiler Operator<br/>Resource Centre Secretary<br/>KRCS Secretary/Receptionist<br/>KRCS Elem Programs Secretary<br/>Receptionist/Data Entry Clerk<br/>School Secretary/Secondary (Clerk Typist)</b> | <b>18.38</b>                       |
| <b>Groundsman<br/>Repairman 1st Class<br/>Tractor Operator</b>  | <b>19.02</b>                       |
| <b>School Secretary<br/>Secretary - Career Education<br/>Maintenance Secretary</b>  | <b>19.36</b>                       |
| <b>Tradesman 1st Class<br/>4th Class Steam Engineer<br/>Boiler Operator</b>   | <b>19.91</b>                       |
| <b>Bus Driver<br/>Dump Truck/Back Hoe Operator</b>  | <b>20.20</b>                       |
| <b>Special Services Secretary<br/>Accounts Clerk<br/>Data Systems/Accounts</b>  | <b>20.28</b>                       |
| <b>Payroll Clerk</b>  | <b>20.59</b>                       |
| <b>Journeyman Tradesman</b>   | <b>24.01</b>                       |
| <b>Teacher Assistant</b>  | <b>18.38 (Sept 1/94)</b>           |
| <b>Child Care Worker</b>  | <b>\$19.04 (Sept 1/94)</b>         |

SCHOOL DISTRICT NO. 7 (NELSON)

NOTES ON SCHEDULE "A"

Notes:

1. **Custodian in charge of a one(1)-man school shall receive twenty-one cents (\$.21) per hour in addition to his regular rate of pay.**
2. **Chief Custodian in charge of one (1) or more employees in a school shall receive twenty-one cents (\$.21) per hour and nine cents (\$.09) per hour for each employee under his charge in addition to his regular rate of pay.**

Note: **A Chief Custodian must be designated by the Director of Physical Operations or designate.**

3. **Rates for Leadhand:**

**A Leadhand shall receive not less than ten percent (10%) above the highest rated classification under their supervision. A Leadhand must be designated by the Director of Physical Operations or designate. However, an employee shall not be considered as being responsible for men working with him unless he is designated as the Leadhand.**

4. **Working Foreman**

**Working Foreman shall receive not less than eleven point six percent (11.6%) above the highest rated classification under *their* supervision.**

5. **The Board may appoint employees to dispatch bus drivers on regular, curricular and extra-curricular bus runs. The employee must be designated as dispatcher by the Director of Physical Operations or designate. The employee will be paid a premium of twenty-five cents (\$.25) per hour for his regular hours in recognition of this responsibility.**

## SCHOOL DISTRICT NO. 7 (NELSON)

### SCHEDULE "B"

#### Hours of Work:

- A. There shall be, if required, a weekend shift established for checking and firing, which shall be performed by employees working either part-time or full-time, and who will work as maintenance men, boiler operators or custodians on their other days of duty. This shift shall include Saturday and Sunday with two other consecutive week days off. Article 7.06 shall not apply to Saturday and Sunday work on this shift, but overtime at the appropriate rates to be paid for any authorized work on the two consecutive days off.
- B. Except as above, normal shifts for all classifications shall be five (5) consecutive days Monday to Friday as listed below:
1. **Journeyman-Tradesman, General Maintenance Person, Bus Drivers, Groundsman, Student and Tradesman 1st Class:**  
Arranged according to the requirements of the routes and other duties but in no event to extend beyond eight (8) hours in twelve (12).
  2. **Boiler Operators and Custodians:**  
Day Shift - 7:00 a.m. to 3:00 p.m.  
Afternoon Shift - 3:00 p.m. to 11:00 p.m.
  3. **One (1) Man Schools:**  
Shifts to be arranged to work eight (8) consecutive hours or less within a twelve (12)-hour period.
  4. **Relief Man:**  
Shifts to be arranged to work eight (8) consecutive hours or less within a twelve (12)-hour period.
  5. **During regular school holidays afternoon shift custodian hours will be 8:00 a.m. to 4:30 p.m.**
- C.U.P.E. employees may choose to work during July and August for ten (10) hours a day for four (4) days or for eight (8) hours a day for five (5) days. The schedule chosen must be consistent throughout these months.

6. Half-time bus drivers shall be considered as four (4) hours per day, whether or not actual driving time amounts to this number of hours.

7. Clerical Employees:  
Board Office: 8:30 a.m. to 4:30 p.m.  
Lunch from 12:00 noon to 1:00 p.m.

Board Office Summer Hours: 8:00 a.m. to 4:00 p.m.  
Lunch from 12:00 noon to 1:00 p.m.

Resource Centre: 8:30 a.m. to 4:30 p.m.  
Lunch from 12:00 noon to 1:00 p.m.

Schools and all other clerical areas: 8:00 a.m. to 4:00 p.m.  
Lunch from 12:00 noon to 1:00 p.m.\*

\* With two (2) clericals in the same office, lunch hour may be varied by mutual agreement between Union and Management.

Coffee breaks:  
Two (2) fifteen (15)-minute intervals.  
One (1) mid-way in the forenoon and one (1) mid-way in the afternoon.

Should any need arise from climatic conditions or any other justifiable reason to deviate from the above schedules, it shall be done only by mutual agreement of the parties hereto.

8. Teacher Assistants/Child Care Workers

Teacher Assistants: Five and one-half (5 1/2) hours of work between 7:45 a.m. and 4:00 p.m. Less than full-time will be a percentage of five and one-half (5 1/2) hours.

Child Care Workers: Seven (7) hours of work with work schedules to be arranged by mutual agreement between the Administrative Officer, supervising teacher and employee.

Rest Periods

Employees working a full shift (i.e., five and one-half (5 1/2) or seven (7) hours) will be entitled to a fifteen (15) minute rest break in each half of the shift. This break is to be arranged between the employee and the supervisor.

Employees working less than full-time hours will be entitled to one (1) fifteen (15) minute rest break at a time to be arranged with the supervisor.

### **Lunch Breaks**

Employees scheduled for more than four (4) hours will be entitled to an unpaid lunch break of a minimum of thirty (30) minutes. Every effort will be made to provide a duty-free lunch. In the event this cannot be arranged, the lunch period will be deemed to be part of the work day or the employee will be paid an additional thirty (30) minutes at straight time.

### **Meeting/Consultation Time**

Consultation time and preparation time are included in the employee's shift. When consultative time is outside the regular shift, Teacher Assistants will be paid at straight time up to the completion of the seventh (7th) hour and then they will be paid overtime. Child Care Workers are expected to modify work schedules to accommodate consultations. Overtime will be paid after seven (7) hours worked.

### **Work Assignment**

Because Teacher Assistants are assigned to a classroom they can expect to be assigned work when a specific child under their care is absent. When the absence is of a longer duration, a Teacher Assistant might be subject to reassignment or layoff.



## SCHOOL DISTRICT NO. 7 (NELSON)

### SCHEDULE "C"

1. 4th Class Steam Engineer Custodian-Boiler-Operator  
Holder of a 4th class **steam** engineer certificate. Responsible on his shift for the operation of all **steam** boilers in the **school** and for all **custodial work in his designated area**. If on day shift, they shall be responsible for **minor maintenance in the school** as well as all **custodial work in his designated area**. Shall take direction from the Principal.
2. Custodian-Boiler Operator  
Holder of a Boiler Operator certificate. Responsible on his shift for the operation of all steam boilers in the school and for the **custodial work in his designated area**. If on day shift they shall be **responsible** for minor maintenance **in the school** as well as all custodian work in his designated area. Shall take direction from the Principal.  
Holder of a temporary heating certificate. Responsible to the day-shift boiler operator and the operation of the **steam boilers and for all custodial work in his designated area**.
3. Bus Driver  
Holder of a Class Two (2) **Driver's License with air brake endorsement in good standing**. Shall drive school **buses** at such time of the day as required by the Board,
4. Custodian-Afternoon Shift  
Responsible for all cleaning and other **custodial work in his designated area**.
5. General Labourer  
May be required to work as **Custodian, Groundsman or Minor Maintenance at schools, grounds and buses, and to perform semi-skilled trades work, with supervision, or to assist Journeyman Tradesman**.
6. Tradesman 1st Class  
An employee, **qualified** in a trade, regularly performing the **work** of that particular trade. Such employees **must** accept the **responsibility of the trade in which** they are employed but **may** be required **to work, as needed, to fill in on other jobs, if necessary, at no reduction in pay**. Placement in **this category is dependent upon competency, ability and efficiency acceptable to the Board, regular performance of work in the specific trade and appointment of the employee by the Board to this category**.
7. Journeyman-Tradesman  
**T.Q. Certification in any trade in which he is employed**. (Employees currently paid journeyman without T.Q. certificate will be **red circled** as status and continue to be paid as journeyman)

8. **Groundsman**  
**Those employees engaged in landscaping, grounds maintenance, grounds equipment maintenance, and as required doing general maintenance, construction and decorative work in school buildings.**
  
9. **Custodian**  
**Day Shift: Responsible for minor maintenance in the school as well as all custodial work in his designated area and shall take direction from the Principal.**
  
10. **All custodians will be responsible to the Custodian Supervisor but shall *take* direction from the Principal.**
  
11. **Dump Truck/Backhoe Operator**  
**Holder of Class 1 licence to allow person to drive three (3) ton dump truck and tow trailer transporting the backhoe between work locations.**

**SCHOOL DISTRICT NO. 7 (NELSON)**

**SCHEDULE "D"**

**CUSTODIAN WORK SCHEDULE**

**Afternoon shift will start at the following times:**

|                        |                            |
|------------------------|----------------------------|
| <b>Redfish</b>         | <b>1:00 PM</b>             |
| <b>Blewett</b>         | <b>2:00</b>                |
| <b>Winlaw</b>          | <b>3:30</b>                |
| <b>A.I. Collinson</b>  | <b>3:00</b>                |
| <b>Central</b>         | <b>3:00</b>                |
| <b>Gordon Sargent</b>  | <b>2:30</b>                |
| <b>Hume</b>            | <b>2:30</b>                |
| <b>Rosemont</b>        | <b>3:00</b>                |
| <b>Salmo Elem.</b>     | <b>2:30 PM</b>             |
| <b>and</b>             | <b>11:30 AM to 7:30 PM</b> |
| <b>South Nelson</b>    | <b>3:00 and 8:30 PM</b>    |
| <b>W.E. Graham</b>     | <b>3:00</b>                |
| <b>Brent Kennedy</b>   | <b>3:00</b>                |
| <b>L.V. Rogers</b>     | <b>3:00</b>                |
| <b>Mt. Sentinel</b>    | <b>3:00</b>                |
| <b>Salmo Secondary</b> | <b>3:00</b>                |
| <b>Trafalgar</b>       | <b>3:00</b>                |
| <b>D.E.S.K.</b>        | <b>7:00</b>                |
| <b>Board Office</b>    | <b>4:36</b>                |
| <b>outreach</b>        | <b>3:30</b>                |
| <b>Maintenance</b>     | <b>4:30</b>                |

**Day shift will start at the following times:**

|                     |                           |
|---------------------|---------------------------|
| <b>Trafalgar</b>    | <b>7:00 AM - 3:00 PM</b>  |
| <b>L.V. Rogers</b>  | <b>7:00 AM - 3:00 PM</b>  |
| <b>Mt. Sentinel</b> | <b>12:00 PM - 6:00 PM</b> |

## SCHOOL DISTRICT NO. 7 (NELSON)

### APPENDIX "A"

#### EXTRA TRIPS OTHER THAN REGULAR **POSTED** ROUTES

1. This Appendix is for extra trips **only** and must not be taken to **mean** that the Board can **use** drivers in **this way** for **other kinds of work** or trips. When not **on extra** trips the contract will prevail, **as per** agreement.
2. **The intent** of this agreement **is to** give **the** four **(4)** hour **drivers** and spares an opportunity to gain forty **(40) hours** a **week, Secondly;** to control and lower costs of bus trips to schools by eliminating as much **overtime** as possible. Full-time drivers who wish to participate **will** be called only **when** the list of part-time **and** spares has been exhausted.
3. All **extra** trips utilizing school district **buses** will be **assigned** by area (Nelson, Slocan and Salmo) according to an established and posted extra trip list, inclusive of spare drivers.
4. If **a** driver **refuses a** trip, he will be bypassed and must wait until his name **comes** up again in proper rotation.
5. All regular drivers **will** be eligible for extra trips that **come** up during the regular working **week**. (Sunday **through** Saturday **except** holidays). **A** driver **choosing to** do his regular **run, as well as the extra trip, must** not **exceed** eight (8) hours **work** in a twelve **(12)** hour period and forty (40) hours **per week**. **Full time, eight (8) hours per day - forty (40) hours per week** employees **wishing to participate must take time off as follows:** **time driven at straight time (up to eight (8) hours per day)** will be taken off **as** straight time. **Overtime** occasioned by lengths of **trip, road conditions, vehicle breakdowns, etc.** will be paid out **or** banked **as** overtime. **A spare** driver will be **assigned** to cover what would normally be paid for the regular **shift**.
6. When an **extra** trip **is scheduled that** fits between and with a **regular** route then **that** driver will **have** preference.
7. For all **drivers on** extra-trips remuneration will be calculated in **the** following manner:
  - a. **Straight time** for driving up to eight (8) hours **in** one **(1)** day and up to forty **(40) hours** in one **(1)** week.
  - b. For trips of one **(1)** day or less the time calculation for wage payment will be from the point of departure and return (location where **bus** is normally **parked**), including servicing the vehicle to operational condition. On trips of eight (8)

hours or more drivers are expected to take one-half (1/2) hour off the total time for lunch break. On day trips exceeding ten (10) hours fifteen dollars (\$15) for one (1) meal will be paid.

- c. For trips of more than one (1) day in duration a driver will be paid four (4) hours waiting time per day, unless actual driving time or time the driver is required to be away from his accommodation exceeds four (4) hours and then the greater time will be paid.
  - d. On extra trips, bus drivers' base rate will be paid as per current agreement,
  - e. On overnight extra trips thirty-five dollars (\$35.00) per day will be paid for meals.
8. Small groups using board vehicles will be limited to the use of two five (5) passenger vehicles or equivalent per function. Those vehicles are not to be driven by students. Other uses by private licensed carrier shall be limited to a total of eighteen (18) trips per year district wide.
- a. It is the intent that the use of private vehicles not be used to circumvent this agreement.
9. All drivers are responsible for making their own arrangements for accommodations which will be paid by the Board immediately after receipts are turned in. Teachers will not make these arrangements unless the driver agrees to it before the trip actually takes place. Driver's accommodation is to be as close as possible to the student accommodation. A current list of accommodation from the B.C.S.T.A. handbook will be provided to the driver. On overnight trips, drivers will be allowed to be accompanied by their spouse at their own expense.

**LETTER OF UNDERSTANDING #1**

**between**

**C.U.P.E. LOCAL 748**

**and**

**THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 7 (NELSON)**

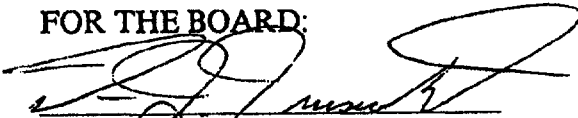
**EXTRA TRIPS  
OVERTIME & NOTIFICATION OF**

It is hereby agreed overtime rates of pay will not apply for extra trips done under Appendix "A." Straight time rates of pay, only, will be paid.

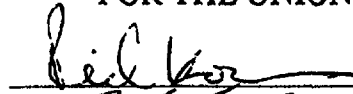

It is also agreed that the Transportation Supervisor will be notified of all trips, even when Union drivers and buses are not being used.

Dated at Nelson, British Columbia this 15<sup>th</sup> day of NOVEMBER, 1996.

**FOR THE BOARD:**

  
\_\_\_\_\_  
M. Donald  
\_\_\_\_\_  
Lynn Adams  
\_\_\_\_\_

**FOR THE UNION:**

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

**LETTER OF UNDERSTANDING #2**

between

**C.U.P.E. Local 748**

and


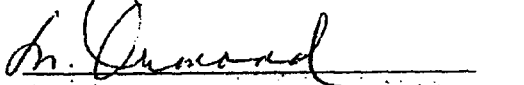

**THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 7 (NELSON)**

**SENIORITY  
TEACHER ASSISTANTS & CHILD CARE WORKERS**


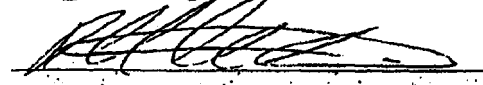
1. Start date to be appointment date
2. F.T.E. (full-time equivalent) list, back-date to achieve:
  - a) holiday appointment date;
  - b) departmental seniority.
3. June 28, 1994, which is the Teacher Assistant/Child Care Worker certification date, will be:
  - a) start date of bargaining unit-wide seniority;
  - b) casual start date.
4. All positions are ten (10)-month and equal to one (1) year, twelve (12) months.

Dated at Nelson, British Columbia this 15<sup>th</sup> day of NOVEMBER, 1996.

FOR THE BOARD:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

FOR THE UNION:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

**LETTER OF UNDERSTANDING #3**

between

**C.U.P.E. Local 748**

and

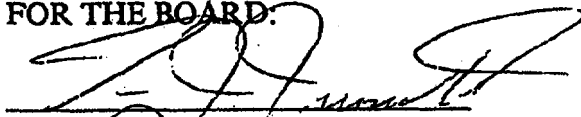
**THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 7 (NELSON)**

**NON-INSTRUCTIONAL DAYS.**


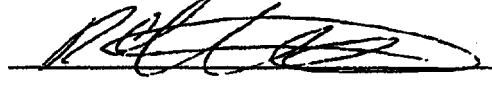
The employer commits that there will be no layoff of regular employees on non-instructional days for the duration of this Agreement.

Dated at Nelson, British Columbia this AI- day of NOVEMBER, 1996.

FOR THE BOARD:

  
\_\_\_\_\_  
M. Oswald  
\_\_\_\_\_  
Lynn Adams  
\_\_\_\_\_

FOR THE UNION:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_



**LETTER OF UNDERSTANDING #4**

between

C.U.P.E. Local 748

and


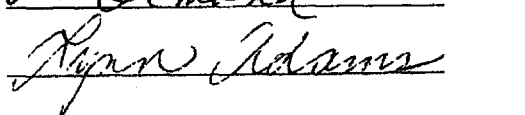
**THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 7 (NELSON)**



**ADDITIONAL EMPLOYEES**

It is agreed that the following employees will become Union members and be covered by the current Collective Agreement effective May 3, 1996. The job title, seniority dates and rates of pay will be as follows:

| Employee              | Seniority Date     | Position                       | Rate of Pay | Hours per Day       |
|-----------------------|--------------------|--------------------------------|-------------|---------------------|
| Sue Greenwood         | March 4, 1991      | Outreach Assistant             | \$19.04     | 7                   |
| Maurgo Wilson         | November 15, 1991  | Career Development Facilitator | \$19.04     | 7                   |
| Jack Olson            | September 8, 1992  | Job Coach                      | \$18.38     | 7                   |
| Diane MacNab          | November 9, 1992   | Job Coach                      | \$18.38     | 3 days @<br>7 hours |
| Lynn Helgren          | October 1, 1992    | Chef                           | \$15.88     | 8                   |
| Ward Nelson           | September 24, 1994 | Chef                           | \$15.88     | 8                   |
| Michelle Quesnel      | May 9, 1994        | Chef                           | \$15.88     | 8                   |
| Helene Dostaler       | September 13, 1993 | French Language Tutor          | \$18.38     | 3 days @<br>5 hours |
| Marianne Hansen       | September 25, 1995 | Chef Helper                    | \$10.17     | 3                   |
| Dianne Clark          | October 20, 1986   | Chef Helper                    | \$10.17     | 3                   |
| Leah Nelson           | September 5, 1995  | Chef Helper                    | \$10.17     | 4                   |
| Lynn Schlosser        | May 30, 1994       | Chef Helper                    | \$10.17     | 3                   |
| Elizabeth Reichenback | April 12, 1996     | Chef Helper                    | \$10.17     | 1 1/2               |
| Angie Cesa            | September 1, 1988  | Information Technology         | \$22.50     | 7                   |

Dated at Nelson, British Columbia, this 15<sup>th</sup> day of November, 1996  
 FOR THE BOARD. FOR C.U.P.E., LOCAL 748

  
 Mr. Deemed  
  
 Ryan Adams

**LETTER OF UNDERSTANDING #5**

**between**

**C.U.P.E. Local 748**

**and**

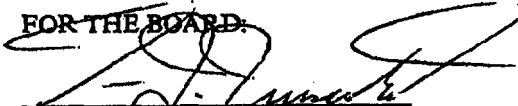
**THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 7 (NELSON)**

**INTERPRETATION OF SIGNIFICANT DETRIMENT**


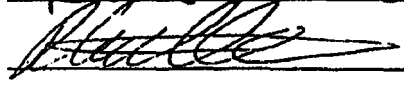
**"WORDING TO FOLLOW"**

Dated at Nelson, British Columbia this 15<sup>th</sup> day of NOVEMBER, 1996.

**FOR THE BOARD:**

  
\_\_\_\_\_  
M. DeWood  
\_\_\_\_\_  
Lynn Adams  
\_\_\_\_\_

**FOR THE UNION:**

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

**LETTER OF UNDERSTANDING #6  
between**

**C.U.P.E. Local 748**

and

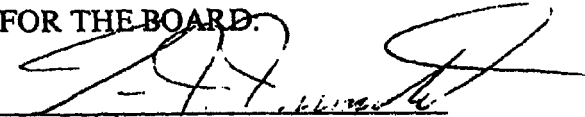
**THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 7 (NELSON)**

**CALL-OUT PROCEDURES**


Call-out procedures for casual employees will be reviewed by a Committee including C.U.P.E. and management representation.

Dated at Nelson, British Columbia this 15 day of NOVEMBER, 1996.

FOR THE BOARD:

  
\_\_\_\_\_  
*Dr. Diamond*  
\_\_\_\_\_  
*Ryan Adams*  
\_\_\_\_\_

FOR THE UNION:

  
\_\_\_\_\_  
*Donald H. H.*  
\_\_\_\_\_  
\_\_\_\_\_

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