

# School District # 02 (Cranbrook) CUPE #729 Contract

SOURCE	Board
EFF.	9/1/94
TERM.	9/30/97
NO. OF EMPLOYEES	110
NO. OF POSITIONS	115

## BACK TO SUPPORT STAFF CONTRACTS INDEX

AGREEMENT

BETWEEN

THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 2 (CRANBROOK)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 729

October 1, 1994 - September 30, 1997

### INDEX

<b>PREAMBLE</b> .....	5
I. <b>UNION RECOGNITION</b> .....	6
Section 1 Bargaining Authority.....	6
2 <b>Employee Status</b> .....	6
3 No Other Agreement.....	6
4 Board Decision.....	6
5 No Bargaining Employees.....	7
6 Personnel Files.....	7
SI. <b>BOARD'S RIGHTS</b> .....	7
Section 1 Management and Direction.....	7
2 Hiring and Discipline.....	7
III. <b>UNION SECURITY AND CHECK-OFF</b> .....	8
Section 1 Union Membership.....	8
2 Check-Off.....	8
3 Dues Notification.....	8
4 Union Membership Voting Rights.....	9
5 Financial Responsibility.....	9
IV. <b>UNION AND BOARD RESPONSIBILITY</b> .....	9
Section 1 Union Responsibility - Work Stoppages	
Board Responsibility - Lockouts.....	9
2 Legal Strike or Picket.....	9
V. <b>HOURS OF WORK</b> .....	10
Section 1 Work Schedule.....	10
2 Clerical Staff.....	10
3 General Staff.....	10
4 Rest Periods.....	10
5 Meal Allowance.....	11
VI. <b>WAGES</b> .....	11
Section 1 Pay Days.....	11
2 Classification Changes and New Positions...	11
3 Where No Work is Available.....	11

1106201

1106201

4	Call-out.....	12
5	Overtime and Call-Back Time.....	12
6	Leadhand.....	12
7	Assignments and Substitutes.....	12
8	Shift Differential.....	12
9	Personal Automobiles.....	13
10	Job Descriptions.....	13
11	Employee Evaluation.....	13
VII.	<u>OVERTIME</u> .....	14
	Section 1 Entitlement.....	14
	2 Computing Overtime Rates.....	14
	3 Extended Overtime.....	14
	4 Accumulated Compensatory Time.....	14
VIII.	<u>STATUTORY HOLIDAYS</u> .....	15
	Section 1 Entitlement.....	15
	2 Holiday During Vacations.....	15
	3 Employee Working on a Holiday.....	16
IX.	<u>VACATION ENTITLEMENT</u> .....	16
	Section 1 Entitlement.....	16
	2 Vacation Pay - Ten Month Employees.....	16
	3 Vacation Period.....	17
	4 Pay Procedure.....	17
	5 Leaving Board Service.....	17
X.	<u>LEAVE OF ABSENCE</u> .....	18
	Section 1 Sick Leave.....	18
	2 General Leave of Absence.....	22
	3 Bereavement Leave.....	22
	4 Jury Duty.....	22
	5 Maternity Leave.....	23
	6 Parental Leave.....	26
	7 <b>Leave</b> for Union Business.....	26
	8 Service in Armed Forces - Military Service.....	27
	9 Union Conventions or Educational Seminars.....	27
XI.	<u>SENIORITY</u> .....	27
	Section 1 Seniority Defined.....	27
	2 New Employees Probationary Period.....	28
	3 Seniority List.....	28
	4 No Loss of Seniority.....	28
	5 Loss of Seniority.....	28
	6 Transfer In and Out of Union.....	28
	7 Casual Employees.....	29
	8 Layoffs and Rehiring.....	30
	9 Responsibilities of Laid Off Employees.....	32
	10 Job Postings.....	32
	11 Notification.....	34
XII.	<u>EMPLOYEE BENEFITS</u> .....	35
	Eligibility	
	Section 1 Superannuation.....	35
	2 Medical Coverage.....	35
	3 Extended Health Plan.....	36
	4 Dental Care Plan.....	36
	5 Group Life Insurance.....	36
	6 Employee & Family Assistance Program.....	36
XIII.	<u>GENERAL PROVISIONS</u> .....	36
	Section 1 Accommodation.....	36
	2 Courses of Instruction.....	37
	3 Personal Expenses.....	37
	4 Tool Provisions.....	37

5 Protective Clothing..... 37  
6 Bulletin Board..... 37  
7 Notice of Termination..... 38  
8 Technological Change..... 38  
9 Curricular and Extra Curricular Bussing,... 38  
10 Sexual and Personal Harassment..... 40  
11 Typing Test..... 41

XIV. HEALTH AND SAFETY..... 41

XV. GRIEVANCE AND PROCEDURE..... 42

XVI. ARBITRATION PROCEDURE..... 44

XVII. DURATION OF AGREEMENT..... 45

XVIII. GENERAL..... 46  
Section 1 - Sub-Contracting..... 46  
Section 2 - Indemnification..... 46  
Section 3 - No Discrimination..... 46

WAGE SCHEDULE "A"..... 47

WAGE SCHEDULE "B"..... 48

WAGE SCHEDULE "C"..... 49

SCHEDULE "D" CAPITAL WORKS CONSTRUCTION..... 51

LETTER OF INTENT - TECHNOLOGICAL CHANGE..... 52

LETTER OF INTENT - APPRENTICESHIP PROGRAM..... 53

LETTER OF UNDERSTANDING - PAYROLL FOR  
NOON HOUR SUPERVISORS..... 54

LETTER OF UNDERSTANDING - CASUAL EMPLOYMENT..... 55

LETTER OF UNDERSTANDING - TRANSPORTATION OF  
SPECIAL NEEDS STUDENTS PUBLIC TAXI..... 56

LETTER OF INTENT - VIOLENCE..... 57

REGULAR EMPLOYEES AS AT JULY 1, 1993..... 58

MASTER AGREEMENT

BETWEEN:

THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 2 (CRANBROOK)

hereinafter called the "Board"

PARTY OF THE FIRST PART

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES. LOCAL 729

hereinafter called the "Union"

PARTY OF THE SECOND PART

WH<sup>EREAS</sup> AS it is the desire of both parties to this Agreement:

1. To promote the harmonious relations and settle conditions of employment between the Board and the Union.
2. To recognize the mutual value of joint discussion and negotiations in matters pertaining to working conditions, hours of work and scale of wages etc.
3. To encourage efficiency in operation.
4. To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

AND WHEREAS it is desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement.

NOW, THEREFORE, the parties agree as follows:

TOP ^

## ARTICLE I - UNION RECOGNITION

### Section 1 - Bargaining Authority

The Board of School Trustees of School District No. 2 (Cranbrook) and the Canadian Union of Public Employees, Local 729 mutually recognize each other as the exclusive representatives for the purpose of conducting collective bargaining regarding rates of pay, hours of work and all other working conditions of the employees of the Board, **as** certified by the Labour Relations Board, **as** long **as** the Union retains its rights to conduct collective bargaining on behalf of such employees under provisions of the Labour Code excepting those having authority to hire or discharge employees and those employed in a confidential capacity.

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

- i) Secretary-Treasurer
- ii) Two Confidential Secretaries
- iii) Plant Superintendent
- iv) Transportation Supervisor
- v) Assistant Plant Superintendent
- vi) Manager, Payroll & Benefits
- vii) Manager, Human Resources & Operations

### Section 2 - Employee Status

The Board agrees that there shall be no intimidation or coercion exercised or practised with respect to any employee by reason of his membership in the Union, and the Union agrees that there shall be no intimidation on its part against any employee of the Board.

### Section 3 - No other Agreement

No employee shall be required or permitted to make any written or verbal agreements with the Board or its representative which may conflict with the terms of this Collective Agreement.

### Section 4 - Board Decision

The Board agrees that any recommendation or decision by the Board relating to rates of pay, promotions, hiring, termination or discipline of employees covered by the terms of this Agreement, shall be communicated in writing to the Union within seven (7) calendar days of the Board's consideration and decision.

#### Section 5 - No Bargaining Employees

No person outside the bargaining unit shall perform the work of the bargaining unit except by mutual agreement or in case of emergencies where no bargaining unit employees are available.

No regular employee will lose his/her job or suffer a reduction in his/her regular hours of work as a result of work being performed by volunteers.

#### Section 6 - Personnel Files

Upon request, arrangement with the Manager, Human Resources & Operations, will be made for any employee to review his/her personnel file at the earliest possible time.

An employee who disagrees with document(s) in his/her personnel file will be given an opportunity to attach a position document to the document(s).

The Board agrees that only factual material relevant to employment shall be maintained in a personnel file. Where documents critical of the employee ~~ox~~ in the nature of a reprimand are placed in an employee's file, a copy of each item filed shall be forwarded to the employee at the time of filing. At the request of the employee the Union will be sent a copy.

#### Section 7

No individual employee or group of employees shall undertake to represent the Union at meetings with the Board without the proper authorization of the Union.

## ARTICLE II - BOARD'S RIGHTS

#### Section 1 - Management and Direction

The Union recognizes the 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 to be communicated in writing to the Union within seven (7) calendar days. The Board shall exercise its rights in a fair and equitable manner.

#### Section 2 - Hiring and Discipline

- a) The Board shall always have the right to hire and subject to this Agreement shall have the right to discipline,

TOP ^

Section 2 - Hiring and Discipline cont'd

transfer, demote and discharge employees for just cause. In the event of any such action, the Union will receive copies of correspondence to the parties involved, one to the Union President and one to the Union Secretary-Treasurer within seven (7) calendar days. The selection of all supervisory employees and the right to retire employees in accordance with the Pension (Municipal) Act shall be entirely a matter of the Board's decision.

- b) When a supervisor intends to meet with an employee for disciplinary reasons, the employee will be advised that he/she may have a **job** steward in attendance.
- c) A written evaluation will be provided to an employee within twelve (12) months of issuance of a letter of discipline.
- d) The Board shall remove letters of discipline from an employee's file if this written evaluation is satisfactory and return them to the employee.

### ARTICLE III - UNION SECURITY AND CHECK-OFF

#### Section 1 - Union Membership

The Board agrees that any present employee who, at the date of this Agreement, is a member of this Union, or any employee who hereafter during the life of this Agreement, becomes a member or who is reinstated as a member, shall as a condition of continued employment, maintain membership in good standing for the duration of this Agreement.

All new employees, save and except those agreed between the parties to be excluded from the Collective Agreement shall, as a condition of employment, become members of the Union in good standing in accordance with the Constitution and Bylaws of the Union.

#### Section 2 - Check-Off

The Board shall, during the life of this Agreement, deduct as a condition of employment, all Union dues, or a sum equivalent to dues and assessments as set by the Union from time to time, from the pay due each calendar month to each employee, and remit the same to the Financial Secretary of the Union not later than the 15th of the Month following that in which such deductions are made.

TOP ^

#### Section 3 - Dues Notification

The Board will, at the time of making such remittances, enclose a list of employees from whose earnings such deductions are made.

#### Section 4 - Union Membership Voting Rights

Every employee of the Board bound by the terms of this Collective Agreement, and from whose earnings the Board is obliged to deduct Union Dues, or a sum equivalent, under this Article, shall have the right to vote as if a member of the Union in good standing, with references to ratification of Collective Bargaining Agreements.

Section 5 - Financial Responsibility

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 an employee, unless there are sufficient unpaid wages of that employee in the Board's hands.

**ARTICLE IV - UNION AND BOARD RESPONSIBILITY**

Section 1 - Union Responsibility - Work Stoppages/  
Board Responsibility - Lockouts

The Union agrees that neither it, nor any of its representatives nor any employees, shall in any way encourage, authorize, or participate in any strike, walkout, 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 essential services in connection with the Board for proper operation of the schools during the life of the Agreement, and the Board agrees there shall be no lockout of the members of the Union during the life of this Agreement.

Section 2 - Legal Strike or Picket

In the event that any other employees of the Board engage in a legal strike and place or maintain pickets at the Board's premises, then any refusal to work or failure to cross the picket line by the members of this Union shall not be considered a violation of this Agreement. This provision shall be inapplicable to any employee in respect to his refusal to work or to cross a picket line if permitted to do so by the striking Union,

TOP ^

**ARTICLE V - HOURS OF WORK**

Section 1 - Work Schedule

The Board agrees, in consultation with the Union, to set forth a working Schedule and hours of work of each employee, hereinafter referred to as a "Work Schedule".

The regular work 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.

Section 2 - Clerical Staff

The regular work week of all full-time office personnel shall consist of five (5) consecutive work days of seven (7) hours each from Monday to Friday inclusive.

Section 3 - General Staff

i) The regular work week for all full-time custodial, maintenance and heating personnel shall consist of five (5) consecutive working days of eight (8) hours each from Monday to Friday, excepting where shift work or weekend work is required by virtue of winter heating, the work week shall consist of five (5) consecutive days per week of eight (8) hours each in a schedule mutually agreed upon by the Board and the Union.

Maintenance work on out-of-town schools shall start at the maintenance shop and end at the regular quitting time at the maintenance shop.

ii) The regular work week for transportation personnel shall consist of five (5) consecutive working days, Monday to Friday, hours of which are to be agreed upon by the Board and the Union.

NOTE: No employee will be eliminated from the benefits of this Agreement as the result of the above Agreement.

Section 4 - Rest Periods

All employees shall be permitted a fifteen (15) minute rest period both in the first half and the second half of the shift, to be taken at a designated time. Employees, when it is deemed necessary, may be required to take their rest periods on the premises. This is applicable to employees working for four (4) or more consecutive hours per **day** or in the case of a clerical employee working a full consecutive half shift or more.

TOP ^

Section 5 - Meal Allowance

Employees required to work more than six and one-half (6 1/2) consecutive hours in any day shall be provided with a meal by the Board.

**ARTICLE VI - WAGES**

Section 1 - Pay Days

The Board shall pay salaries and wages twice monthly on the fifteenth and the last **banking** day of the month in accordance with the schedules attached hereto and forming part of this Agreement. If the fifteenth falls on a weekend or holiday then the Board shall pay on the last banking day prior to the 15th. All overtime earned after the fifteenth of the month will be included in the following month's earnings. Employees shall be classified as per wage schedules attached hereto and forming part of this Agreement.

Casual Pay

Casual employees shall be paid on a monthly basis and will be



paid no later than the 7th working day after the end of the month.

#### Section 2 - Classification Changes and New Positions

When duties in any classification are substantially changed or when a new position is created, the rate of pay and job classification shall be subject to negotiation between the Board and the Union. If the parties are unable to agree as to the classification and/or rate of pay of the job in question, the dispute shall be submitted to the Grievance and Arbitration procedure in accordance with Article 15 of this Agreement. The new rate shall become retroactive from the time the position was first filled by an employee. The setting of a job classification and accompanying wage rate in wage schedules attached to this Agreement shall not bind the Board to create or fill such positions. Except it is understood that the Union retains the right to grieve the classification of any employee or group of employees covered under this Agreement.

#### Section 3 - Where No Work is Available

An employee starting work in any day and being sent home before he has completed four (4) hours work, shall be paid for four (4) hours work at his regular rate of pay. In the event an employee reports for work but is sent home before commencing work, he shall be paid for two (2) hours at regular rate, unless he was advised by the Board not to report to work.

#### TOP ^

#### Section 4 - Call Out

An employee required to work in an emergency outside his regular working hours shall be paid for a minimum of two (2) hours at his regular rate, or at time and one-half (1 1/2) for time worked, whichever is the greater and shall be paid from the time he leaves his home to report for duty till the time he arrives back upon proceeding directly from work.

#### Section 5 - Overtime and Call-Back Time

Overtime and call-back time shall be divided equally where practicable among the employees engaged in similar types of operations and who are qualified to perform the work that is available, and shall be on a voluntary basis.

#### Section 6 - Leadhand

Leadhands, designated as such by the Board, and actually supervising the work of another employee working on the same shift shall receive 50 cents per hour over and above the regular rate of pay.

Any employee receiving leadhand pay as at October 1, 1980 shall, while working as a leadhand, continue to receive leadhand pay notwithstanding that employee may not be actually supervising the work of another employee working on the same shift.

#### Section 7 - Assignments and Substitutes

An employee who is assigned to or substitutes on any job during the absence of another employee, or who performs the duties of a higher classification, shall receive the rate for the job or his regular rate whichever is the greater. When an employee is

regularly assigned to a position paying a lower rate, his rate shall not be reduced for a period less than sixty (60) days in accordance with Article IV.

Section 8 - Shift Differential

(a) Afternoon Shift

Where the majority of hours worked fall between 3:00 p.m. to 11:00 p.m. employees shall be paid a shift differential of thirty-five (35) cents per hour for all hours worked.

(b) Night Shift

Where the majority of hours worked fall between 11:00 p.m. to 7:00 a.m. employees shall be paid a shift differential of forty-five (45) cents per hour for all hours worked.

TOP ^

Section 9 - Personal Automobile

Employees required by the Board to use their private automobile to carry out their duties shall be paid a mileage allowance agreed to between the Board and the Union or in accordance with Board policy, whichever is greater. This includes travel between worksites but does not include travel between home and the designated place of employment. Employees shall not be required as a condition of employment to supply a vehicle to perform their duties.

Section 10 - Job Description

(a) The Board agrees to draw up **job** descriptions for all positions and classifications for which the Union is the bargaining agent. These descriptions shall be presented to the Union and shall become the recognized **job** descriptions unless the Union presents written objection within thirty (30) days.

(b) No Elimination of Present Classifications

Existing classification shall not be eliminated or changed without prior agreement, in writing, with the Union.

Section 11 - Employee Evaluation

All employees shall be evaluated once per year. The evaluation shall be for the performance of the employee over the entire year. The evaluation meeting shall be conducted by the immediate supervisor, privately, and adequate notice shall be given to the employee of the date and time of such meeting.

The employee shall sign the evaluation indicating only that the employee has read the document.

In the event of an unsatisfactory evaluation the supervisor shall complete another evaluation within three months.

Copy(s) of the signed evaluation document(s) will be given to the employee on request.

In the event the employee feels the evaluation is unjust they

will have the opportunity to appeal the evaluation through the grievance procedure.

TOP ^

## **ARTICLE VII - OVERTIME**

### Section 1 - Entitlement

All overtime must be approved by Secretary-Treasurer or designate.

For all overtime work, as hereinafter defined, all employees covered by this Agreement shall be paid **as** follows: All employees covered under the Wage Schedules of this Agreement, all time worked over eight (8) hours or seven (7) hours per day, or forty (40) or thirty-five (35) hours per week, whichever is applicable, Monday to Saturday inclusive, shall be paid for at time and one-half (1 1/2) the regular rate of pay for the first two (2) hours of overtime worked in any day, and at double (2) the regular rate of pay thereafter until commencement of the employee's next scheduled shift. All overtime worked on Sunday shall be paid at double (2) time for every hour worked.

### Section 2 - Computing Overtime Rates

For the purpose of computing the hourly overtime rate for monthly rate employees, the monthly salary shall be divided by 174, or 152 for clerical, being the average number of working hours per month, multiplied by one and one-half (1 1/2) or double (2) time, as the case may be.

### Section 3 - Extended Overtime

There shall be no extended amount of overtime worked in any operation while there are employees on lay-off in the same or similar type of operation and qualified to perform the available work.

### Section 4 - Accumulated Compensatory Time

All overtime must be approved by the Secretary-Treasurer or designate.

(a) Employees will be permitted to accumulate compensatory time as follows:

- (1) up to a maximum of five (5) days without approval:
- (2) in excess of five (5) days only with the approval of the immediate supervisor:

(b) Use of accumulated compensatory time will be granted provided that:

- (1) the request to the Supervisor is made at least

five (5) days in advance.

TOP ^

Section 4 - Accumulated Compensatory Time cont'd

(2) the time is mutually agreeable.

(c) Unused compensatory time as at June 30th will be paid out and may not be carried over to the next fiscal year unless by mutual agreement.

(d) In the case of an emergency an employee may be permitted to use accumulated compensatory time without having given the required five days notice provided that the immediate supervisor of such employee so permits.

**ARTICLE VIII - STATUTORY HOLIDAYS**

Section 1 - Entitlement

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

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

And any other day proclaimed by the Federal or Provincial Governments.

To qualify for statutory holiday pay an employee must not be on lay-off or unpaid leave.

ii) New Employees

To be eligible to receive statutory holiday pay, at their regular rate, new employees must have worked fifteen (15) days or more on continuous service.

Section 2 - Holiday During Vacation

When any of the above mentioned holidays fall on an employee's scheduled day off or is observed during the employee's vacation period, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Board.

TOP ^

Section 2 - Holiday During Vacation cont'd

An employee required to work on such Statutory Holiday, or day in lieu thereof as aforesaid, shall receive in addition to his

re<sup>g</sup> ar rate of pay for that holiday, time and one-half (1 1/2) hi's regular rate of pay for hours worked.

### Section 3 - Employee Working On a Holiday

Should the schools be required to be in session on any Statutory Holiday, employees required to work on such 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 no later than the conclusion of the employee's next annual vacation.

## ARTICLE IX - VACATION ENTITLEMENT

Annual vacation based on the employees employment anniversary date shall be as follows:

### Section 1

1. Employees who have not completed one (1) year of service will receive one (1) work day for each completed month of service, to a maximum of ten (10) work days, if terminating prior to one (1) year of service.
2. Three (3) weeks after one (1) year continuous service.
3. Four (4) weeks after five (5) years continuous service.
4. Five (5) weeks after eleven (11) years continuous service.
5. Six (6) weeks after twenty (20) years continuous service.

### Section 2 - Vacation Pay - Ten Month Employees

The amount of Vacation pay given a regular or regular part-time employee shall be as follows:

- (a) Six percent of the total wages of that employee if the employee has completed more than one but fewer than five years of service.
- (b) Eight percent of the total wages of that employee if the employee has completed five or more but fewer than eleven years of service.

TOP ^

### Section 2 - Vacation Pay - Ten Month Employees cont'd

- (c) Ten percent of the total wages of that employee if the employee has completed eleven or more but fewer than twenty years of service.
- (d) Twelve percent of the total wages of that employee if the employee has completed twenty or more years of service.

The "total wages" referred to in this Article comprises the total wages earned by the employee in the employee's employment year, which commences on the date that the employee commenced

ning employment with the Board.  
cc  
Section 3 - Vacation Period

All employees shall be granted during the months of July and August at least two (2) weeks of their vacation, and as far as possible the period preferred by the employee. By mutual agreement, vacations may be arranged in any other month of the calendar year. However, in the event of conflict of vacation date preferences, the Board will determine the choice, taking into consideration the degree of importance of each employee's service to the Board, his seniority, and the smooth operation of the school system.

#### Section 4 - Pay Procedure

- (a) If requested, employees shall receive, on the last office day preceding commencement of their annual vacation any monies that may fall due during the period of their vacation.
- (b) Ten month employees may choose to have holiday pay paid:
  - 1. annually at June month-end
  - 2. monthly

#### Section 5 - Leaving Board Service

An employee leaving the service at any time in his vacation year before he has had his vacation shall be entitled to a proportion of payment of his salary or wages in lieu of such vacation. When an employee dies his estate shall be credited with the value of vacation credits owing him.

TOP ^

## ARTICLE X - LEAVE OF ABSENCE

### A. GENERAL TERMS

#### Section 1 - Sick Leave

- i) "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.
- ii) An employee may be required to produce a certificate from a duly qualified medical practitioner for such illness certifying that the employee is unable to carry out his/her duties due to illness.
- iii) 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, to a maximum of **six** (6) months, and thereafter the difference shall be deducted from his accumulated Sick Leave. The rate of deduction shall be one-quarter (1/4) of a day for each day

- 'off work. Such accident must not have occurred while the employee was working simultaneously for another Employer. Should the employee have no sick leave to his credit, then he shall only be entitled to the amount paid by the Workers' Compensation Board.
- iv) In case of illness to an immediate member of the family of an employee where no one at home, other than the employee, can provide for the needs of the ill person, the employee shall be entitled, after notifying his/her supervisor, to use a maximum of five (5) sick leave days per illness for this purpose. Such illness must be certified by a medical practitioner.
  - v) Salary for lost time due to compulsory quarantine shall be paid to an employee when certified by a medical officer, and not chargeable to sick leave.
  - vi) "Gross earnings" shall be the gross salary paid to employees in accordance with their letters of appointment. (This would include leadhand allowances, shift differential, etc., but not overtime, etc.)
  - vii) For purposes of this section the retirement age for all employees shall be in conformity with the Municipal Pension Act.

TOP ^

Section 1 - Sick Leave cont'd

- viii) Employees with permanent appointments, having successfully completed their three (3) month probationary period and working 18 hours or more per week shall participate in the short term/long term disability plan as described under subparagraph (b) below.
- ix) Employees not eligible to participate in the short term/long term disability plan will be eligible for sick leave under subsection (c) below.
- x) Should employees identified under subsection (ix) above become eligible to participate in the short term/long term plan the provisions of subsection (b) below shall apply as of the date they become eligible to participate.

**(B) SICK LEAVE - EMPLOYEES ELIGIBLE FOR THE SHORT AND LONG TERM DISABILITY PLANS**

The provisions of this subsection apply only to those employees eligible for the short term/long term plan.

- i) Employees in the employ of the Board as of December 31, 1985 will have their existing sick leave accumulation as of that date frozen at the wage rate as at December 31, 1985. This will be calculated at the rate earned as per the employee's letter(s) of appointment.
- ii) On January 1st of each year, eligible employees will be credited with six (6) sick leave days. These days will not be accumulative and the balance remaining on December 31st each year will be cancelled.

- i) Employees becoming eligible after January 1st and before December 31st of any year will be credited with .50 days sick leave for each month worked. These days will not be accumulative and the balance remaining on December 31st each year will be cancelled.
- iv) Employees will use their **six** days for sickness on the first, second and third day of illness. On the fourth (4) day of an illness or on the first day of an accident or hospitalization, employees will be covered by the short term disability plan.
- v) Employees may utilize their frozen sick leave accumulation to cover sick leave days in excess of the six (6) days per year allocated under subsection (ii) above.

TOP ^

SICK LEAVE - Employees Eligible For The Short and Long Term Disability Plans cont'd

- vi) The short term plan will provide employees with seventy per cent (70%) of their gross earnings to a weekly maximum benefit of \$525.00.
- vii) Employees may "top-up" the seventy percent (70%) payments under the short term disability plan by utilizing their frozen sick leave accumulation.
- viii) The short term plan will cover employees for a maximum of 26 weeks.
- ix) The Board will pay one hundred percent (100%) of the premiums for the short term disability plan for eligible employees.
- x) If the employee is unable to return to work after the 26 week period outlined in section (B) viii, they will be eligible for the long term disability benefits. The long term disability benefits will continue **as** long as the employee is disabled or until **age** 65.
- xi) The long term plan will provide employees with seventy percent (70%) of their gross earnings to a monthly maximum of \$2,000.  
  
The rebate received under the U.I.C. premium reduction plan will be maintained by the Board to offset premiums of the long term disability plan.
- xii) **The Board will** pay 100% of the premiums for the long term disability plan for eligible employees.
- xiii) Upon retirement or upon retirement with a permanent disability entitling the employee to superannuation, employees shall receive fifty percent (50%) of the balance of their frozen accumulated sick leave.
- xiv) Upon the death of any employee twenty percent (20%) of the balance of the frozen accumulated sick leave will be paid his/her estate.
- xv) Employees will be permitted to utilize their frozen sick leave accumulation for early retirement in accordance with



the provisions of the Municipal Pension Act.

- xvi) Employees will be advised in writing on February 28th of each year of the balance of their frozen sick Leave accumulation as of December 31st.

TOP ^

SICK LEAVE - Employees Eligible For The Short and Long Term Disability Plans cont'd

- xvii) The existing zonal sick leave bank is discontinued completely as of December 31, 1985.
- xviii) The conditions of the contract between the insurance carrier and the employer will be mutually agreed to by the union and the employer.
- xix) For coverage of benefits during illness refer to Article XII Section 2.
- xx) Should the payment from the insurance company not arrive on time, the employer will make the payment and the employee will turn the insurance cheque over to the employer.

C. SICK LEAVE - EMPLOYEES NOT ELIGIBLE FOR SHORT TERM AND LONG TERM DISABILITY PLANS

- i) Sick leave shall be granted to continuing and temporary employees working less than 18 hours per week, on a pro-rata basis on the basis of one and one-half (1 1/2) days for every month of service. In any one year, where an employee has not had sick leave or only a portion thereof, they shall be entitled to an accrual of all the unused portion of sick leave for their future benefit up to a maximum of one hundred and thirty (130) work days. A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave.
- ii) Leave without pay of one year because of illness 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 is granted. At the end of one year, an extension may be granted by the Board.
- iii) When an employee is granted leave of absence without pay for any reason, they shall not receive sick leave credit for the period of such absence, but shall retain their cumulative credit, if any existing at the time of such leave.
- iv) An employee entitled to sick leave under this Article, shall receive twenty percent (20%) of their unused accumulated sick leave upon:
- I. Retirement on or after the attainment of the minimum retirement age, whichever shall last occur, or
  - II. Retirement with a permanent disability entitling the employee to superannuation, or

TOP ^

SICK LEAVE - Employees Not Eligible For Short Term

( and Long Term Disability Plans cont'd

III. In the event of the death of an employee while in the service of the Board, the estate will be credited with monies, if any, owing.

For the purpose of this section, the retirement age for all employees shall be in conformity with the Pension (Municipal) Act or Pension Plan in effect.

When an employee in this category becomes eligible for short term and long term disability plans, his/her sick leave accumulation will be frozen at the time that they become eligible to go into the plan.

Section 2 - General Leave of Absence

The Board shall grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, providing such request is made in writing and is approved by the Board. The Union shall be notified of such leaves and duration. Leave of absence shall not be granted to an employee for the purpose of that employee working for another employer.

Section 3 - Bereavement Leave

- a) The Board shall grant leave with pay to a maximum of five (5) days in the case of the death of a spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, or any other person living in the same household.
- b) Leave of absence in excess of five (5) days shall be granted upon request. It shall be with or without pay at the discretion of the superintendent.
- c) In the event of the death of any relative not mentioned above or a friend of the member, the member is entitled to leave for one (1) day, with pay, for the purpose of attending the funeral and additional days, without pay, for travel, subject to the authorization by the employee's supervisor.

Section 4 - Jury Duty

The Board shall pay an employee who is required to serve as a juror or court witness the difference between his normal earnings and the payment he receives for jury service or subpoenaed court

TOP ^

Section 4 - Jury Duty cont'd

witness. The employee will present proof of service and the amount of pay received.

Section 5 - Maternity Leave - Paternity Leave

(A) Maternity Leave

Upon written request, leave of absence without pay and without loss of seniority shall be granted in accordance with Employment

Standards Act Part 7. The employee intending to return to work after maternity leave shall provide the Board with at least two weeks notice. On return from maternity leave the employee will be placed in a position consistent with the seniority provisions of this Agreement.

(B) Paternity Leave

An employee shall receive one (1) day for paternity leave, plus a further two (2) days may be granted for adoption or legal guardianship if the employee must go outside of the District to pick up the child.

(C) EMPLOYMENT STANDARDS ACT

Maternity Leave

5.1 1) An employee, on her written request supported by a certificate of a medical practitioner stating that the employee is pregnant and estimating the probable date of birth of the child, is entitled to a leave of absence from work, without pay for a period of 18 consecutive weeks or a shorter period the employee requests, commencing 11 weeks immediately before the estimated date of birth or a later time the employee requests.

2) Regardless of the date of commencement of the leave of absence taken under subsection (1), the leave shall not end before the expiration of six (6) weeks following the actual date of birth of the child unless the employee requests a shorter period.

3) A request for a shorter period under subsection (2) must be given in writing to the employer at least one week before the date that the employee indicates she intends to return to work and the employee must furnish the employer with a certificate of a medical practitioner stating that the employee is able to resume work.

TOP ^

Employment Standards Act -  
Maternity Leave cont'd

4) Where an employee gives birth or the pregnancy is terminated before a request for leave is made under subsection (1), the employer shall, on the employee's request and on receipt of a certificate of a medical practitioner stating that the employee has given birth or the pregnancy was terminated on a specified date, grant the employee leave of absence from work, without pay for a period of six (6) consecutive weeks, or a shorter period the employee requests, commencing on the specified date.

5) Where an employee who has been granted leave of absence under this section is, for reasons related to the birth.

or the termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the employer shall grant to the employee further leaves of absence from work, without pay, for a period specified in one or more certificates but not exceeding a total of six (6) consecutive weeks.

Employer May Require Employee to Take Leave

5.2 An employer may require an employee to commence a leave of absence under section 51 where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a medical practitioner stating that she is able to perform her duties.

Employment Deemed Continuous

5.3 The services on an employee who is absent from work in accordance with this Part shall be considered continuous for the purpose of sections 36, 37 and Part 5 and any pension, medical or other plan beneficial to the employee, and the employer shall continue to make payment to the plan in the same manner as if the employee were not absent where:

- a) the employer pays the total cost of the plan, or
- b) the employee elects to continue to pay her share of the cost of a plan that is paid for jointly by the employer and the employee.

TOP ^

Reinstatement

5.4 1) An employee who resumes employment on the expiration of the leave of absence granted in accordance with this Part shall be reinstated in all respects by the employer in the position previously occupied by the employee, or in a comparable position, and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.

2) Where the employer has suspended or discontinued operations during the leave of absence granted under this Part and has not resumed operations on the expiry of the leave of absence, the employer shall, on resumption of operations and subject to seniority provisions in a collective agreement, comply with subsection (1).

Prohibition

5.5 1) An employer shall not  
a) terminate an employee, or  
b) change a condition of employment of an employee without the employee's written consent

because of an absence authorized by this Part or because of the employee's pregnancy, unless the employee has been absent for a period exceeding that permitted under this Part.

2) The burden of proving that  
a) the termination of an employee, or  
b) a change in condition of employment of the employee without the employee's written consent

is not because of an absence authorized by this Part or because of an employee's pregnancy, is on the employer.

Board's Power

Where the Board is satisfied that an employer has contravened this Part, the Board may make one or more orders requiring the employer to do one or more of the following:

- a) comply with this Part;
- b) remedy or cease doing an act;
- c) hire a person or reinstate an employee and pay her any wages lost by reason of the contravention;
- d) pay an employee compensation instead of reinstating her;
- e) pay a person or employee compensation for financial loss or damages caused by the contravention.

TOP ^

#### Section 6 - Parental Leave

Both the mother and the father may apply, and pursuant to section 7 of the March 1991 Employment Standards Act, shall be granted parental leave for up to twelve (12) consecutive unpaid weeks.

#### Section 7 - Leave for Union Business

- a) The Board agrees that time spent in settling grievances during regular working hours by the Union Stewards, shall be considered as time worked, provided that such time shall not exceed the total of twenty-four (24) working hours in any one 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.
- b) 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 business purposes, provided:
  - i) that such time off shall not exceed a total of forty-eight (48) working hours in any one month;
  - ii) that a written list of the names of such Officers in the employ of the Board shall be forwarded to the Secretary-Treasurer for this purpose;
  - iii) that a suitable substitute is available and is required;
  - iv) that the Board is advised by the Union each day that such officers will be absent.
- c) In order that the work of the Board shall not be reasonably interrupted no Steward or Officer shall leave his work without obtaining permission of his supervisor, which permission shall not be unduly withheld.

#### d) Elected Position

The Board agrees to grant a Leave of absence without pay, not more than two (2) weeks after application from the Union, stating

TOP ^

the intended duration of such leave, to a local Union Officer for

Business purposes provided a suitable substitute can be obtained, to any employee who may be elected by the Union to a full-time position in any of the C.U.P.E. locals to this Agreement or who is elected to public office. The intended duration of such leave must be specified. It is agreed that such leave of absence shall be renewed upon application providing that such leave of absence shall not exceed a period of two (2) years at any one time or for the term of public office, whichever is the longer. It is agreed that the seniority of any employee so elected shall not be adversely affected and shall accrue during such leave.

- e) Bargaining representatives in the employ of the Board shall have the privilege of attending collective bargaining meetings with the Board if held during regular working hours without loss of remuneration. The Union agrees to notify the Board of the names of such employees, whose number, for the purpose of this section, shall not exceed a total of two (2) employees at any one time.

#### Section 8 - Service in Armed Forces - Military Leave

The country being at war, the seniority of employees enlisting in the Armed Forces shall be continued provided that the employee returns to his employment with the Board within six (6) months of his discharge from the Armed Forces.

#### Section 9 - Union Conventions or Education Seminars

Leave of absence with pay and without loss of seniority shall be granted upon request to the Board by the Union, for employees elected or appointed to represent the Union at Union conventions, or education seminars and provided that suitable substitutes are recommended by the Union. Such time shall not exceed a total of six (6) days in any one year per local. Any additional days required shall be granted without pay and without loss of seniority.

## **ARTICLE XI - SENIORITY**

#### Section 1 - Seniority Defined

Seniority is length of service that an employee has with the Board. The application of seniority shall be on a bargaining unit-wide basis.

#### Section 2 - New Employees' Probationary Period

Each regular employee is hired on probation. The probation period is to continue for three (3) months, during which time he shall be considered a temporary worker only, and during the same period no seniority rights shall be recognized. On completion of three (3) months cumulative service, in any one working year, each employee shall be entitled to seniority dating from the day in which he commenced employment with the Board.

#### Section 3 - 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 in May and November of each year.

Section 4 - No Loss of Seniority

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

Section 5 - Loss of Seniority

An employee shall lose his seniority only in the event:

- a) he is discharged for just cause and is not reinstated;
- b) he resigns;
- c) he is absent from work in excess of three (3) working days without notifying the Board, unless such notice was reasonably not possible;
- d) he fails to return to work within ten (10) calendar days of being notified to return to work from lay-off;
- e) he is laid off for a period of eighteen (18) months.

TOP ^

Section 6 - Transfer In and Out of Union

- a) No employee shall be transferred to a position outside the Bargaining Unit without his/her consent. If an employee is transferred to a supervisory position or any other position not covered by this Agreement, he/she shall retain the seniority he/she obtained while in the Bargaining Unit. Such seniority shall be frozen.
- b) If an employee has been transferred to a position outside of the Bargaining Unit, or the person has never been a member of the Bargaining Unit, he shall only be able to be placed in the Bargaining Unit if;
  - i) There is a position open where no other Bargaining Unit member will be displaced.
  - ii) The appointment to the vacant position will be as per this Agreement.

Section 7 - Casual Employee

- a) A casual employee is a person employed by the Board to perform services for which no regular position exists, or to perform services for which a regular position exists the incumbent of which is temporarily unable to perform his/her duties.

No seniority shall accrue for a casual employee unless that employee is appointed, by letter, to a regular or full or part-time position with the Board, thereby attaining the status of a regular employee.

- b) A casual employee who becomes a regular employee shall be credited for purposes of seniority, each day in which that employee worked a full or part-time shift in the two year period immediately prior to the employee attaining regular status.

The seniority date of the employee shall be the date at

) which the employee **was** appointed to a regular position backdated by the number of weekdays equal to the number of full or part-time shifts worked by the employee in the two year period immediately prior to the employee attaining regular status.

An employee whose seniority date is backdated shall be considered to be on probationary service for the three months immediately following the backdated seniority date provided that the employee was employed in the same capacity **as** the position to which he is appointed and thereafter is on regular service subject to the provisions of Section 10 (c) of Article XI.

Subsection (b) shall apply only to **those** employees appointed to a regular position on or after October 1, 1984.

Casual employees will be considered for vacant positions that have not been filled through the normal posting process before these positions are made available to the general public.

- c) A list of casual employees showing the hours worked shall be forwarded to the Union Secretary-Treasurer monthly.

#### Section 8 - Layoffs, Bumping Procedure and Rehiring

##### a) Definition of Layoff

A layoff shall be defined as a reduction in the work force or a reduction in the **regular hours of work as** defined in this Agreement.

##### b) Layoff and Bumping Procedure

1. Within five (5) working days of notification of layoff, the laid off employee shall indicate in writing to the employer his/her intent to bump or to be laid off.

2. If there are no positions to which the employee can bump, such employee shall be laid off.

3. **An** employee about to be laid off may **bump** any employee with less seniority, providing the Board is satisfied the employee exercising the right is qualified to perform the work of the employee with less seniority. A reasonable familiarization period will be provided. The right to **bump** shall include the right to bump up.

If the laid off employee indicates their intent to bump, they must also indicate in order of preference, those classifications into which they have the qualifications to bump.

i) Employees who **fill more** than one part-time position may exercise their right to **bump** if the position with the greater number of hours is reduced or made redundant.

ii) Employees who are laid off a secondary position will only be allowed to bump into other positions provided it **does** not conflict with the



hours of work of their other part time position.

iii) Employees who fill two positions of equal hours may exercise their right to bump if either is reduced in hours or made redundant.

TOP ^

4. The employer may request assistance from the Union to ensure an orderly transition in the event of layoffs and recall.

5. Grievances concerning layoff and recall shall be initiated at Step 3 of the grievance procedure.

6. This layoff procedure does not affect the normal layoff of ten (10) month employees unless their positions are to be made redundant or reduced in hours.

c) Recall Procedures

Employees shall be recalled in the order of their seniority provided they are qualified as judged by the Board to do the work required.

d) No New Employees

New employees shall not be hired until those employee(s) who have been laid off have been given an opportunity of recall. The laid off employee who is recalled must be qualified for the position as judged by the Board.

e) Advance Notice of Layoff

The Board shall notify, by double registered letter, regular employees who are to be laid off by thirty (30) calendar days prior to their effective date of layoff. Copies of layoff notices to employees shall be forwarded to the president and the treasurer of the Union at the same time the notice is sent to the employee who is to be laid off. If the employee has not had an opportunity to work the days as provided in this Article he/she shall be paid for the days for which work was not made available.

f) Severance Pay

A regular employee who is laid off may choose to accept the following severance pay:

a) **Two** (2) weeks pay where the employee has completed a period of employment of at least six (6) consecutive months, and

b) After completion of the period of employment of three (3) consecutive years, one (1) additional week's pay and for each subsequent completed year of employment, an additional week's pay up to a maximum of eight (8) weeks pay.

c) An employee choosing severance pay shall do so within thirty (30) days of receipt of layoff notice.

d) An employee choosing severance pay forfeits his/her right to recall as provided in this Agreement.

### Section 9 - Responsibilities of Laid Off Employees

It shall be the responsibility of the laid off employee to notify the Board of changes in his/her postal address or qualifications. Laid off employees who have complied with this procedure shall be notified by the Board by registered mail at their last known address of the date and time at which they are to report to work, and should an employee fail to report within ten (10) days of being so notified the employee shall lose the right of re-employment but in no case shall the Board be obliged to re-employ any former employee who has been laid off for a period of eighteen (18) months or more.

TOP ^

### Section 10 - Job Postings

- a) In the event of a vacancy occurring in any classification covered by this Agreement, or in the event of a new position being created, notice thereof shall be posted for five (5) working days and a copy shall be mailed to the Secretary of the Union. Such posting and notice shall contain the following information: nature of the position, required ability, hours of work and wage rate or salary range, the closing date for accepting applications. Applications must be made in writing. The Union shall be advised in writing of the name(s) of the successful applicant(s) within seven (7) days following his or her appointment.
- b) The Board agrees that in making promotions, the applicant with the greatest seniority and having the required qualifications and ability to do the job, shall be awarded the position. The Board shall determine the qualifications and ability in a fair and equitable manner.
- c) If the successful applicant is a regular employee, or a casual employee with three (3) months service, he shall be placed on trial for a period of three (3) months. Conditional on satisfactory service, such trial promotion shall become permanent after the period of three (3) months.

In the event the successful applicant proves unsatisfactory in the position, he or she shall be returned to his or her former position at the prevailing rate without loss of seniority, and any other employees promoted or transferred because of the rearrangement of positions shall if necessary be returned to their former positions.

- d) (i) This section shall not apply to temporary replacements of eight (8) weeks or less necessitated by illness, injury, or leave of absence, or replacement of employees on vacation or for temporary filling of vacancies. In the event that a temporary replacement exceeds the eight (8) week stipulation above, then the position shall be posted. If extenuating circumstances exist the eight (8) week period may be extended with mutual agreement.

When the incumbent returns to work he/she shall return to his/her former posted position and the temporary replacement employee shall return to his/her posted position.

- i) In the event of an incumbent being on long term disability, then the position will be posted and permanent employees will be considered for the position, as governed by the Collective Agreement, in terms of seniority and qualifications.

If the incumbent returns to work, the replacement employee will be allowed to return to his previous position.

- (iii) the event a temporary posting exceeds four (4) months, the employee filling the position will achieve full rights as per this Collective Agreement.
- e) No outside advertisement for a vacancy to recruit additional employees shall be made until after such posting has been completed.
- f) Preference to Disabled Employees

Any employee covered by this Agreement who has given good and faithful service to the Board and who, through advancing years or partial disablement is unable to perform his/her regular duties, shall be given the preference of any light work available at the salary payable at the time for the position to which he/she is assigned, provided that no other employee is displaced from his/her regular position, or suffers any reduction in pay as a result of such placement.

- g) Promotion for Heating Engineer Certificate

Where a vacancy occurs, requiring a heating certificate, 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 of 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) consecutive heating periods, i.e. October 1 to March 31, with such a temporary permit. Any 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.

- h) Provision for Promotion

In cases of promotion requiring higher qualifications or certification, the Board shall give consideration to employees who do not possess the required qualifications but are preparing for qualification prior to filling of a vacancy. Such employees will be given an opportunity to qualify within three (3) months or revert to their former positions if the required qualifications are not met within such time.

- i) Permanent Transfer

If the transfer of an employee from one school to another is to be of a permanent nature, it will be made only after consultation with the Union, and subject to the provisions of this Article. When the transfer is made on a permanent basis, the rate of pay shall be as set forth in the Wage Schedule for that position, of this Agreement. If an

employee transferred on a temporary basis, sixty (60) calendar days or less, is required to work out of the school in which he/she usually works in order to effect such temporary transfer, then the Board agrees to provide transportation, if required, for the employee for the duration of the temporary transfer.

#### Section 11 - Notification

The Union shall be notified of all appointments, hirings, layoffs, rehiring and terminations of employment.

TOP ^

## ARTICLE XII - EMPLOYEE BENEFITS

### Eligibility

Regular full-time employees, and regular part-time employees who work 18 hours per week or more shall be eligible to participate in the employee benefit plans after three (3) full months of continuous employment from the date of appointment to a regular position. Temporary employees who work 18 hours per week or more shall be eligible to participate in the employee benefit plans after four (4) months of continuous employment.

### Section 1 - Superannuation

Employees who have been in the employment of the Board for three (3) full months of continuous employment shall participate, if eligible for Superannuation in conformity with the Pension (Municipal) Act of British Columbia.

### Section 2 - Medical Coverage

- a) Eligible employees may participate in the mutually approved medical plan.  
  
The Board will pay one hundred percent (100%) of the regular monthly premium.
- b) In the event of illness the Board's contribution shall be paid for a maximum of one (1) year from commencement of such illness. Thereafter the employee may pay the full premium through the Board if he so desires or the Board will pay the total premium on behalf of the employee who shall refund the monies at the conclusion of the leave except in the case of death or permanent disability preventing return to work and provided it is permissible under the plan.
- c) In the event of a layoff the Board agrees to pay its share of the monthly premium up to a maximum of two (2) months. In the event of a longer layoff, employees so affected shall have the right to continue the coverage through direct payments provided the plan permits such coverage.
- d) While an employee is on leave without pay because of illness, the Board agrees to pay his premium payments for medical coverage, and the group insurance coverage. Total premium paid by the Board on behalf of the employee shall be repayable at conclusion of the leave except in the case of death or permanent disability preventing a return to

work. If the employee returns to work the said deductions shall be repaid to the Board over a period of time equal to the time lost.

Section 3 - Extended Health Care Plan

Eligible employees may participate in the mutually approved extended health care plan.

Vision Care - Two Hundred dollars (\$200.00) per family member once every two (2) years, effective October 1, 1993.

The Board will pay one hundred percent (100%) of the regular monthly premium.

Section 4 - Dental Care Plan

Employees may participate in a mutually approved dental plan. Minimum coverage on the plan shall be as follows:

- Plan A Basic Services - 100% payment of claims
- Plan B Prosthetic Appliances - Crown and Bridge 50% payment of claims
- Plan C Orthodontia - 50% payment of claims - lifetime maximum \$3,500. per patient, effective October 1, 1995.

The Board will pay one hundred percent (100%) of the regular monthly premium.

Section 5 - Group Life Insurance

Eligible employees who have completed their probationary period of employment shall participate in a mutually acceptable group life insurance plan in the amount of \$50,000, coverage or two and one-half (2.5) times the employee's annual income whichever is greater for each participant to a maximum of \$100,000, effective October 1, 1995. Premiums shall be paid by payroll deduction with the Board contributing sixty percent (60%) and the employee forty percent (40%) of the monthly premium.

Section 6 Employee and Family Assistance Program

The parties do hereby agree to the terms and conditions of the Employee and Family Assistance Program that is administered at the operational level by an E.F.A.P. Committee comprised of representatives of the participating unions, district administration and excluded staff.

**ARTICLE XIII - GENERAL PROVISIONS**

Section 1 - Accommodation

By mutual agreement proper accommodation shall be provided for employees to have their meals and keep their clothes.

TOP ^

Section 2 - Courses of Instruction

- a. An employee may submit a request in writing for payment of course fees upon successful completion. The Board may reimburse the employee if the following criteria are met:

1. The course is directly work related
  2. The course is taken on the employee's own time.
  3. The Supervisor recommends approval.
  4. Prior approval is received from Secretary-Treasurer.
- b) If the course is one which the Board has directed the employee to take, then the Board shall pay the cost of the course. If the employee is not successful he/she may repeat the course at their own expense.

#### Section 3 - Personal Expenses

All out-of-pocket expenses incurred by an employee because of the requirements of the Board and in the performance of his duties will be paid by the Board, up to the maximum approved by the Board policy. Lodging expenses shall be paid subject to the prior approval of the appropriate supervisor.

#### Section 4 - Tool Provisions

Any employee required to obtain new or additional tools because of the change to the metric system shall have same supplied by the Board and the Board shall carry sufficient insurance to insure all employees tools or the Board shall accept the responsibility of replacement.

#### Section 5 - Protective Clothing

The Union will advise the Board of locations where they believe protective clothing is required. Subject to Board concurrence, such clothing will be provided.

#### Section 6 - Bulletin Board

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

#### Section 7 - Notice of Termination

Except in the case of dismissal for just cause, regular employees shall be given two (2) weeks notice of termination of employment or two (2) weeks pay in lieu thereof.

Employees wishing to terminate their employment are likewise expected to give the same notice to the Board.

#### Section 8 - Technological Change

Should any displacement of staff be indicated as a result of mechanization, the Board and the Union will meet and discuss the possibility of employing displaced persons in some other capacity, thirty (30) 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 for the job held by the junior employee. Any employee subsequently laid off as a result of this procedure shall retain seniority and recall rights for a period of eighteen (18) months. An employee placed in a lower-rated position as a result of mechanization, shall not have his wages

occupied, he 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 this eighteen (18) months layoff 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 weeks pay, at the regular rate of the position last occupied, for every year of completed service with the Board.

If as a result of the Board ceasing all or part of the operations or merging with another School District, or if by reason of any changes in operating methods, the Board is unable to provide work for a displaced employee with five (5) or more years of service, at the same regular rate of pay in a comparable class of work, the employee shall be given thirty (30) days notice and severance pay on the basis of one (1) weeks pay at the regular rate of the position last occupied, for every year of completed service with the Board.

TOP ^

Section 9 - Curricular and Extra-Curricular Bussing

1. All waiting time and driving time shall be paid at the drivers regular rate as per C.U.P.E. Local 729 Agreement.
2. On trips outside of School District No. 2 boundaries, bus drivers will receive meals and overnight allowance as per School District No. 2 Board Policy.
3. Drivers will be provided suitable lodgings for any trips not involving overnight but requiring off duty time as directed by the Motor Vehicle Act.
4. Overtime:
  - i) Bus drivers may be on duty to a maximum of 15 hours per day in accordance with the Motor Vehicle Regulations but not more than forty (40) hours per week.
  - ii) Overtime to be calculated for hours worked in excess of forty (40) hours per week and paid as per C.U.P.E. Local 729 Agreement. Waiting time will not be included in the calculation of overtime.
5. Drivers' hours shall be calculated as follows:
 

Day Trips

On trips not involving overnight, drivers will be paid for total hours on duty.

Overnight

  - i) On trips where the day ends at the home terminal prior to 5:00 p.m., the driver shall be paid for time on duty.
  - ii) On trips where the day ends at the home terminal after 5:00 p.m., the driver shall be paid eight (8) hours or time on duty whichever is the greater.
6. Calculation for payment shall include warm up and clean up time.
7. The driving of regular busses, extra-curricular busses, and special activity busses as designated by the Motor Vehicle Act, as defined in this Agreement, for the purpose of transporting students on curricular or extra-curricular trips is the work of the C.U.P.E. Local 729 Bargaining

- f Unit, save and except the following:
  - i) Regular Cranbrook District Teachers' Association members may drive extra-curricular busses and special activity busses, as defined in this Agreement, on overnight extra-curricular trips.
  - ii) Other Cranbrook School District employees may drive extra-curricular busses and special activity busses, as defined in this Agreement, on overnight extra-curricular trips by mutual agreement,
  - iii) Extra-curricular trips that are financed solely through fund-raising may or may not use C.U.P.E. Local 729 Bargaining Unit drivers.
  - iv) Chartered busses can be used when the trip is beyond the East and West Kootenay School District. Charter busses can be used within the East and West Kootenay School Districts by mutual agreement.

8. Definitions

- i) Regular school busses are busses purchased, rented, or leased by the Board and assigned a Ministry of Education number and/or assigned to a regular route.
- ii) Extra-curricular busses are busses purchased, rented, or leased by the Board and designated as extra-curricular busses by the Board.
- iii) Special Activity busses are busses purchased, rented, or leased by the Board and designated as special activity busses by the Motor Vehicle Act.
- iv) Charter busses are those busses contracted on an all-found basis, including the driver, through a business licensed under the Motor Carrier Act.

Section 10 - Transportation of Students

Curricular Trips

No employee of the school district presently excluded from the certification issued by the Labour Relations Board shall drive any school Board vehicle for transporting students except in the case of an emergency or where no bargaining unit employee is available.

Extra-Curricular Trips

No employee of the school district presently excluded from the certification issued by the Labour Relations Board shall drive any vehicle for which a Class 2 driving license is required, except in the case of an emergency or where no bargaining unit employee is available.

Section 11 - Sexual and Personal Harassment

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

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

Personal harassment shall be defined as repeated, intentional, offensive comments or actions deliberately designed to demean and



b. Title an individual or cause personal humiliation.

An employee may initiate a grievance under this clause at Steps 1, 2 or 3 of the grievance procedure. Grievances under this clause will be handled with all possible confidentiality and dispatch.

TOP ^

Section 12 - Typing Test

- a. Typing tests shall only be required once in any one classification during an employee's term of employment. Should an employee be applying for a position in a higher classification, it will not be necessary to sit another typing test for a period of at least two (2) years from the previous test providing the necessary requirements as to speed and accuracy have been met.
- b. If a less than satisfactory evaluation is received by an employee relating to accuracy or speed as per the required words per minute, an employee may be required to take a typing test.

**ARTICLE XIV - HEALTH AND SAFETY**

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

Section 1 - Safety Committee

A Safety Committee shall be established and be composed of at least two (2) representatives appointed by the Board and two representatives from the Union. One representative from the Board and one representative from the Union Safety Committee shall, if feasible, accompany government inspectors on inspection tours.

Section 2 - Safety Training

Safety representatives shall be entitled, subject to the approval of the immediate supervisor and Secretary-Treasurer, to time off from work with no loss of seniority or earnings to attend educational courses and seminars sponsored by government agencies, the Union or the Employer which are directed to instruct or to upgrade the representatives on health and safety matters.

Section 3 - The Right to Refuse Unsafe Work

Any employee encountering an unsafe or hazardous situation shall immediately cease work and contact the Board Office and shall be subject to Section 8.24 of the Industrial Health and Safety Regulation.

Section 4 - Workers' Compensation Board

Each employee covered by this Agreement has a right to receive any information relevant to his or her claim to the Workers' Compensation Board.

Section 5 - First Aid Allowance

The Board shall pay an allowance of \$500 per annum to a teacher or C.U.P.E. employee holding a valid Industrial First Aid certificate and appointed First Aid attendant in each school. The Board shall reimburse the applicable course fees for the acquisition and renewal of the Certificate subject to successful completion of the course. It will be the responsibility of the employee to apply for this reimbursement and provide proof of payment and proof of successful completion of the course.

## ARTICLE XV - GRIEVANCE PROCEDURE

### Section 1

In the event that any difference arises between the parties out of the interpretation, application, operation or any alleged violation of this Agreement, including any difference arising from the suspension or dismissal of any employee and including any question or difference as to whether the matter is arbitrable such question or difference shall be finally and conclusively settled without stoppage of work in the following manner:

Step 1 - Such difference or grievance shall first be reduced to writing and taken up by the employee or a representative of the Union with the employee's supervisor.

Step 2 - Should the supervisor be unable to affect a settlement, within five (5) working days of receipt of such grievance, it shall be submitted to the employee's department head or the Secretary-Treasurer of the Board.

Step 3 - Failing settlement within five (5) working days, such grievance shall be referred to a grievance committee comprised of two (2) members each from the Board and Union. The committee shall, if it so desires, have its advisors in attendance. Failing settlement within ten (10) days by the committee the matter shall be promptly referred to and dealt with by Arbitration as set forth in Article 15.

Should the Board or the Union initiate the grievance, the matter shall be dealt with by the grievance committee as set out in Step 3, Section 1 of this Article.

### Section 3

If a dispute is not submitted within sixty (60) 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 dispute procedure shall be at an end.

### Section 4

Grievance and replies to grievances shall be in writing at all stages, and grievances settled satisfactorily within the time allowed shall date from the time that the grievance was filed.

)  
TOP

#### Section 5

Whenever the Board deems it necessary to censure an employee in a manner indicating that dismissal may follow, the Board shall, within five (5) days thereafter, give written particulars of such censure to the Union.

#### Section 6

An employee may be dismissed only for just cause **and** only upon the authority of the Board. The department head may suspend an employee but shall immediately report such action to the Board. Such employee and the Union shall be advised promptly in writing by the Board of the reason for such dismissal or suspension. Just cause shall not include the refusal of the employee to cross the picket line of a legal strike, or refusal of an employee to deal with any business establishment involved in a legal strike. This provision shall be inapplicable to any employee in respect of his refusal to work or to cross such picket line if he has permission of the striking union to cross such picket line or to so deal.

#### Section 7

Should it be found upon investigation that **an** employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his former position, without loss of seniority rating and shall be compensated for all time lost in an amount equal to his normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement **as** to compensation which is just **and** equitable in the opinion of the parties, or in the opinion of the Board of Arbitration, if the matter is referred to such a Board.

#### Section 8

Any written criticism of an employee by the Board will be **copied** to the employee and the Union at the time of filing.

#### Section 9

An employee considered by the Union to be wrongfully or unjustly discharged shall be entitled to a hearing under Article 15 - Grievance Procedure. Stages 1 and 2 of the grievance procedure **shall** be omitted in such **cases**.

## **ARTICLE XVI - ARBITRATION PROCEDURE**

#### Section 1

When either party requests that a grievance be submitted to Arbitration, the request shall be made in writing, addressed to the other party of the Agreement. Within five (5) days hereafter, each party shall name an Arbitrator to an Arbitration Board and notify the other party of the name and **address** of its appointee. If the recipient of the notice fails to appoint an Arbitrator, or if the two appointees fail to agree upon a Chairman within five (5) days, the appointment shall be made by the Minister of Labour upon request of either party.

## Section 2

The Arbitration Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it. The Arbitration Board shall endeavour to commence its proceedings within forty-eight (48) hours after the Chairman is appointed. It shall hear and determine the difference or allegation and render a decision within (10) days from the time the Chairman is appointed. The decision of the majority shall be the decision of the Board of Arbitration.

## Section 3

The decision of the Board of Arbitration shall be final and binding on all parties, but in no event shall the Board of Arbitration have the power to alter, modify or amend this Agreement in any respect. Should the parties disagree as to the meaning of the decision; either party may apply to the Chairman of the Board to reconvene the Board of Arbitration to clarify the decision, which it shall do within three (3) days.

## Section 4

Each party shall pay:

- a. the fees and expenses of the Arbitrator it appoints;
- b. one-half the fees and expenses of the Chairman,

## Section 5

The time limits fixed in both the grievance and arbitration procedures may be extended by mutual consent of the parties to this Agreement.

## Section 6

At any stage of the grievance or arbitration procedures, 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 arbitrator(s) to have access to any part of the Board's premises to view the working conditions which may be relevant to the settlement of the grievance.

## ARTICLE XVII - DURATION OF AGREEMENT

## Section 1

This Agreement shall remain in effect for three (3) years commencing October 1, 1994 through the period ending September 30, 1997 inclusive 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 September 30, 1997. 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 not less than two (2) months immediately preceding the 30th day of September in any one year. Notwithstanding the foregoing the parties agree that collective bargaining for the purpose of renewing this Agreement shall commence not later than June 1, 1997. It is further understood and agreed that such collective

Remaining will only be conducted on a joint basis and that any negotiating meeting not held on a joint basis, i.e. involving all parties to this Agreement, shall be null and void.

Section 2

The operation of Section 66, Subsection (2) of the Labour Code is hereby specifically excluded and shall not be applicable to this Agreement.

TOP ^

**ARTICLE XVIII - GENERAL**

Section 1 - Sub Contracting

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

List of employees employed at signing of the Agreement to be attached.

NOTE: This list to be updated annually.

Section 2 - Indemnification

a) The employer shall indemnify employees from any damages or court costs as a result of any civil action or proceeding brought against them arising from any acts or omissions which occurred during or arose out of the performance of their duties, including a duty imposed by any statute. This indemnification shall include the paying of any sum required in the settlement of such action or proceeding.

b) Subsection (a) does not apply where:

- i) an employee **has**, in relation to **the** conduct that is the subject matter of the action been found guilty of dishonesty, gross negligence, fraud, malicious or willful misconduct, child abuse or sexual misconduct; or
- ii) the cause of action is libel or slander.

c) The employer will indemnify employees for legal fees and disbursements based on fair and reasonable limits.

d) Indemnification will not apply where the defense of the action or proceeding is covered by the insurance policy provided to school boards by the Ministry of Education.

Section 3 - No **Discrimination**

The Board and the Union agree that there shall be no discrimination against any employee of the Board on the basis of age, race, creed, colour, physical handicap, national origin, political or religious affiliation, **sex**, sexual orientation or marital status.

TOP ^

SCHOOL DISTRICT NO. 2 (CRANBROOK)

**C.U.P.E. WAGE SCHEDULE A**

APRIL 1, 1995

CLASSIFICATION	HOURLY
Classroom Assistant (Vacant)	12.56
Clerk-Typist I	14.63
Clerk-Typist II	14.75
School Secretary	15.03
Computer Operator (Vacant)	15.05
Stenographer	16.63
Accounting Clerk	<b>16.93</b>
Accountant	19.39
Office Manager	17.48
Child Care Worker	14.63
Child Care Worker - specialized	15.18
Library Technician (Vacant)	15.05
Crossing Guard	13.33
Noon Hour Supervisor	<b>13.33</b>
Student	13.33
Labourer	14.63
Custodian	14.63
Custodian - Day	15.33
Custodian Boiler B (Vacant)	15.33
Custodian Boiler A	15.88
Chief Boiler Custodian	16.39
Custodian - Rover	16.39
Night Security	15.33
Tradesman I	16.39
Tradesman II	15.33
Foreman I	20.82
Foreman II	17.27
Sub-Foreman (Vacant)	16.81
Bus Driver	17.34
<b>Bus Cleaning</b>	14.63
<b>Bus Monitor</b>	14.63
Electronics Technician	17.48
Journeyman Certified	19.39

Calculation for Monthly Salaries  
 7 hours per day - hourly rate x 152  
 8 hours per day - hourly rate x 174

TOP ^

SCHOOL DISTRICT NO. 2 (CRANBROOK)

**C.U.P.E. WAGE SCHEDULE B**

OCTOBER 1, 1995

CLASSIFICATION	HOURLY
Classroom Assistant (Vacant)	12.69
Clerk-Typist I	14.78

Clerk-Typist II	14.90
School Secretary	15.18
Computer Operator (Vacant)	15.20
Stenographer	16.80
Accounting Clerk	17.10
Accountant	19.58
Office Manager	17.65
Child Care Worker	14.78
Child Care Worker - specialized	15.33
Library Technician (Vacant)	15.20
Crossing Guard	13.46
Noon Hour Supervisor	13.46
Student	13.46
Labourer	14.78
Custodian	14.78
Custodian - Day	15.48
Custodian Boiler B (Vacant)	15.48
Custodian Boiler A	16.04
Chief Boiler Custodian	16.55
Custodian - Rover	16.55
Night Security	15.48
Tradesman I	16.55
Tradesman II	15.48
Foreman I	21.03
Foreman II	17.44
Sub-Foreman (Vacant)	16.98
Bus Driver	17.51
Bus Cleaning	14.78
Bus Monitor	14.78
Electronics Technician	17.65
Journeyman Certified	19.58

Calculation for Monthly Salaries  
 7 hours per day - hourly rate x 152  
 8 hours per day - hourly rate x 174

TOP ^

SCHOOL DISTRICT NO. 2 (CRANBROOK)

## **C.U.P.E. WAGE SCHEDULE C**

OCTOBER 1, 1996

Subject to Letter of Understanding re: Compensation Guidelines

CLASSIFICATION	HOURLY
Classroom Assistant (Vacant)	12.82
Clerk-Typist I	14.93
Clerk-Typist II	15.05
School Secretary	15.33
Computer Operator (Vacant)	15.35
Stenographer	16.97
Accounting Clerk	17.27
Accountant	19.78
Office Manager	17.83

Child Care Worker	14.93
Child Care Worker - specialized	<b>15.48</b>
Library Technician (Vacant)	<b>15.35</b>
Crossing Guard	13.59
Noon Hour Supervisor	<b>13.59</b>
Student	13.59
Labourer	<b>14.93</b>
Custodian	14.93
Custodian - Day	<b>15.63</b>
Custodian Boiler B (Vacant)	<b>15.63</b>
Custodian Boiler A	16.20
Chief Boiler Custodian	16.72
Custodian - Rover	<b>16.72</b>
Night Security	<b>15.63</b>
Tradesman I	16.72
Tradesman II	<b>15.63</b>
Foreman I	<b>21.24</b>
Foreman II	17.61
Sub-Foreman (Vacant)	17.15
Bus Driver	<b>17.69</b>
Bus Cleaning	<b>14.93</b>
Bus Monitor	<b>14.93</b>
Electronics Technician	17.83
Journeyman Certified	19.78

Calculation for Monthly Salaries  
7 hours per day - hourly rate x 152  
8 hours per day - hourly rate x 174

This Agreement made in Duplicate and Dated for Reference  
the \_\_\_\_ Day of \_\_\_\_\_, 1995.

SIGNED AT CRANBROOK, British Columbia, This \_\_\_\_ day of  
\_\_\_\_\_, 1995.

ON BEHALF of the Board of  
School Trustees of School  
District No. 2  
(Cranbrook)

ON BEHALF of the  
Canadian Union of  
Public Employees,  
Local 729

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary-Treasurer

\_\_\_\_\_  
Treasurer

TOP ^  
**SCHEDULE "D"**



SCHOOL DISTRICT NO. 2 (CRANBROOK)

- 1. Capital Works Construction
  - a. Regular maintenance staff assigned to work on Capital **Works** construction, shall receive seven percent (7%) above the rate contained in Schedule "A" of this Agreement.
  - b. No electrical journeyman will be required to sign the annual permit.

TOP ^

**LETTER OF INTENT**

RE: ARTICLE XII - GENERAL PROVISIONS

SECTION 9 - TECHNOLOGICAL CHANGE

BETWEEN: The Board of School Trustees  
School District No. 2 (Cranbrook)

AND: Canadian Union of Public Employees  
**Local 729**

The Board and the Union are committed to review, and by mutual agreement, develop wording to amend the Collective Agreement in the area of Technological Change.

This Agreement made in Duplicate and Dated for Reference the 1st Day of October 1988.

Signed at Cranbrook, British Columbia, This \_\_\_\_\_ day of \_\_\_\_\_ 1995.

ON BEHALF of the Board of  
School Trustees of School  
District No. 2  
(Cranbrook)

ON BEHALF of the  
Canadian Union of  
Public Employees,  
Local 729

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary-Treasurer

\_\_\_\_\_  
Treasurer

TOP ^

**LETTER OF INTENT**

RE: APPRENTICESHIP PROGRAM

IT IS AGREED by both parties that should an Apprenticeship Program be implemented that the Board will permit present employees to **apply** for the position(s) pursuant to Article XI, Section 10 of the Collective Agreement.

Apprenticeship Branch requirements will apply to such applications.

This Agreement made in Duplicate and Dated for Reference the 1st Day of October 1988.

SIGNED AT Cranbrook, British Columbia, This \_\_\_\_\_ day of \_\_\_\_\_ 1995.

ON BEHALF of the Board of School Trustees of school of District No. 2 (Cranbrook)

ON BEHALF of the Canadian Union Public Employees, Local 729

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary-Treasurer

\_\_\_\_\_  
Treasurer

TOP ^

**LETTER OF UNDERSTANDING**

RE: PAYROLL FOR NOON HOUR SUPERVISORS

IT IS AGREED by both parties that employees whose only regular job classification is noon hour supervisor, will be placed on the casual payroll.

signed at Cranbrook, British Columbia this \_\_\_\_\_ day of \_\_\_\_\_, 1995.

On behalf of the Board  
of School Trustees of  
School District No. 2

On behalf of the Canadian  
Union of Public Employees  
Local. 729

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary-Treasurer

\_\_\_\_\_  
Treasurer

TOP ^

### LETTER OF UNDERSTANDING

**RE: CASUAL EMPLOYMENT**

IT IS AGREED by both parties that regular employees interested in casual employment shall have the right to fill a casual position prior to calling outside the bargaining unit when:

1. they notify their appropriate supervisor of their intent to be available for casual or relief work;
2. it does not put them in an overtime position;
3. they qualify for the position;
4. the casual/relief work does not affect their regular position;

The exception to #4 shall be, if within the individual school or within the transportation department, only then can that person vacate their regular position and substitute for another position within that school or, in the case of a bus driver for a different bus run.

Signed at Cranbrook, British Columbia **this** \_\_\_\_\_ day of \_\_\_\_\_, 1995.

On behalf of the Board  
of School Trustees of  
School District No. 2

On behalf of the Canadian  
Union of Public Employees  
Local 729

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary-Treasurer

\_\_\_\_\_  
Treasurer

TOP ^

## LETTER OF UNDERSTANDING

RE: TRANSPORTATION OF SPECIAL NEEDS STUDENTS BY PUBLIC TAXI

IT IS AGREED by both parties to allow for the use of a public taxi in transporting special needs students.

Provisions of this agreement are:

1. students are participating in individual, not class, curriculum;
2. student will be accompanied by a child care worker;
3. taxis are not **used** on a regularly scheduled basis except by mutual agreement.

The Board and the Union agree that either party may withdraw from this agreement by giving the other party thirty days (30) written notice.

Signed at Cranbrook, British Columbia this \_\_\_\_\_ day of \_\_\_\_\_, 1995.

On behalf of the Board  
of School Trustees of  
School District No. 2

On behalf of the Canadian  
Union of Public Employees  
Local 729

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary-Treasurer

\_\_\_\_\_  
Treasurer

TOP ^

## LETTER OF INTENT

The Board agrees to develop a policy with procedures that addresses the issue of violence within **six** (6) working months after the signing of this Agreement. The Union will be invited to make a presentation on this topic for the Board's consideration.

This policy will be restated in the Board's Health and Safety Program and a copy will be provided to each employee.

Signed at Cranbrook, British Columbia this \_\_\_\_\_ day of \_\_\_\_\_, 1995.

On behalf of the Board of School Trustees of School District No. 2

On behalf of the Canadian Union of Public Employees Local 729

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary-Treasurer

\_\_\_\_\_  
Treasurer

TOP ^

## LETTER OF UNDERSTANDING

RE: COMPENSATION GUIDELINES

IT IS AGREED by both parties that should the present day Public Service Employees Council guidelines change subsequent to October 1, 1996 the Union will have the right to reopen the wage settlement of this Agreement for the Agreement year beginning October 1, 1996.

This Agreement made in Duplicate and Dated for Reference the \_\_\_\_\_ day of \_\_\_\_\_, 1995.

Signed at Cranbrook, British Columbia this \_\_\_\_\_ day of \_\_\_\_\_, 1995.

ON BEHALF of the Board of School Trustees of School District No. 2 (Cranbrook)

ON BEHALF of the Canadian Union of Public Employees Local 729

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary-Treasurer

\_\_\_\_\_  
Treasurer

TOP ^

### LETTER OF UNDERSTANDING

RE: COPYRIGHT INFRINGEMENT

The Board agrees to develop a policy regarding Copyright Infringement within four (4) months after the signing of this Agreement. The Union and the Board will present the Policy Committee with the Board proposed language - dated May 26, 1995 - for their consideration.

This Agreement made in Duplicate and Dated for Reference the \_\_\_\_\_ day of \_\_\_\_\_, 1995.

Signed at Cranbrook, British Columbia this \_\_\_\_\_ day of \_\_\_\_\_, 1995.

ON BEHALF of the Board of  
School Trustees of School  
District No. 2 (Cranbrook)

ON BEHALF of the Canadian  
Union of Public Employees  
Local 729

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary-Treasurer

\_\_\_\_\_  
Treasurer

TOP ^

### LETTER OF UNDERSTANDING

RE: PAY EQUITY

IT IS AGREED by both parties that the Board and the Union shall meet to discuss Pay Equity and upon agreement make joint application for pay equity funding. District representative on the Committee shall be P. Malloff, Union representative on the Committee shall be J. Smoroden.

This Agreement made in Duplicate and Dated for Reference the \_\_\_\_\_ day of \_\_\_\_\_, 1995.

Signed at Cranbrook, British Columbia this \_\_\_\_\_ day of \_\_\_\_\_, 1995.

ON BEHALF of the Board of School Trustees of School District No. 2 (Cranbrook)

ON BEHALF of the Canadian Union of Public Employees Local 729

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary-Treasurer

\_\_\_\_\_  
Treasurer

TOP ^

**REGULAR EMPLOYEES AS AT SEPTEMBER 5, 1995**

- Albinati, Rosie
- Alexander, Dominic
- Allen, Robert
- Anderson, Kathleen
- Anderson, Linda
- Andrychuk, Sherry
- Armstrong, Annie
- Armstrong, Douglas
- Arnold, Marjorie
- Aspen, Diana
- Banman, Cliff
- Bates, Sheldon
- Baumann, Jack
- Benner, Roger
- Bezeau, Judy
- Bischler, Irene
- Blinn, Sue
- Borgstrom, Barry
- Botterill, Linda
- Bottoms, Bill
- Bousquet, Jeannie
- Brehm, Rick

Bronca, Pina  
Burton, Lola  
Campsall, John  
Clear, Sandra  
Cleveland, Bruce  
Coleman, Debbie  
Connochie, Debbie  
Corbett, Blanca  
Cuthill, Roberta  
Dayman, Sandra  
DeJong, Judy  
Dejonghe, Lillianne  
DeKolver, Maria  
Dodge, Tammy  
Domin, Sandra  
Dore, Jane  
Dovell, Gerry  
Dowhaniuk, Judy  
Draper, Jean  
Dupuis, Adelle  
Elliott, Mary  
Etmanski, Gayle

TOP ^

REGULAR EMPLOYEES AS AT SEPTEMBER 5, 1995

Fahey, Patty  
Farkvam, Alison  
Fennessy, Della  
Florentino, Cindy  
Flaata, Debbie  
Formenti, John  
Francoeur, Roger  
Gaudreault, Dani  
Gay, Kandis  
Gibbard, Karon  
Gillis, William  
Gordon, Karen  
Gorrie, Neil  
Graham, Bill  
Graham, Melanie  
Guse, Douglas  
Guy, Thomas  
Hampton, Shannon  
Harder, Eldon  
Harris, Steve  
Havens, Dan  
Heins, Bernice  
Heyman, Kim  
Holland, Colleen  
Horvath, Doris  
Hoveling, Alice  
Ismond, Robert  
Jimmy, Martina  
Killoran, Terry  
Killoran, Wendy  
Kimmel, Jackie  
King, Alton  
King, Trudy



Kinsman, Johanna  
Kirke, Wendy  
Knight, Gloria  
Lawrenow, Frances  
LeGrandeur, Donna  
Lochrie, Elaine  
London, Lorraine  
Lynn, Wendy  
McCormack, Patti  
McDonald, Vicky  
McLean, Catherine

TOP ^

REGULAR EMPLOYEES AS AT SEPTEMBER 5, 1995

McNamar, Barry  
Majkowski, John  
Martin, Donald  
Metheral, Brenda  
Mistal, Judy  
Mitchell, Peggy  
Moccio, Mauro  
Montgomery, Sandra  
Morris, Arthur  
Morrison, Donna  
Muir, Morton  
Murphy, Hazel  
Murphy, Kim  
Nadeau, Dale  
Napf, Laura  
Nault, Gail  
Newcombe, Penny  
O'Dell, Charles  
O'Dell, Darla  
Oviatt, Berniece  
Paauw, Veronica  
Parlongo, Joe  
Patton, Catherine  
Paul, John  
Payne, Kenneth  
Pearson, Lorraine  
Peebles, Doreen  
Pennington, Diane  
Perry, David  
Pesce, Vincenzo  
Phillips, B.M.  
Phillips, Graham  
Phillips, Renee  
Pitcher, Paula  
Price, Ronald  
Prochnicki, Colleen  
Quaife, Barbara  
Reid, James  
Reith, Lisa  
Roberts, Cathy  
Roberts, Richard  
Roller, Douglas  
Rossi, Antonio

TOP ^

REGULAR EMPLOYEES AS AT SEPTEMBER 5, 1995

Ryall, Judy  
Sandberg, Greg  
Scott, Bonnie  
Semancik, Helen  
Sheehan, Nancy  
Siguenza, Mila  
Sinhuber, Raewyn  
Skarik, Jean  
Smith, Linda  
Smoroden, John  
Sobie, Chris  
St. Pierre, Joanne  
Statham, Vivien  
Stefanuk, John  
Storteboom, Corrine  
Stump, Anita  
Tadey, Brad  
Thompson, Dorothy  
Todeda, Vincenzo  
Townsend, Elvin  
Trefry, Colin  
Trefry, Sharon  
Trozzo, Alessandro  
Turner, Darwin  
Turner, Donna-Fay  
Vaughan, Judy  
Vogell, Marilyn  
Wales, Eldon  
Warden, Ramona  
Wavrecan, Jim  
Wedel, Patrick  
Weisenberg, Irena  
White, Keith  
White, Ray  
Woloschuk, Janice  
Wood, Elizabeth  
Zemp, Ronald

TOP ^

50