

School District # 01 (Fernie) CUPE #2208 Contract

BCP

SOURCE			
EFF.	92	10	01
TERM.	94	09	30
No. OF EMPLOYEES	150		
NOMBRE D'EMPLOYES	150		

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WHEREAS 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 all 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:

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ARTICLE I: UNION RECOGNITION

Section 1 - Bargaining Authority

The Board of School Trustees of School District No. 1 (Fernie) and the Canadian Union of Public Employees Local 2208 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 Two (2) Confidential Stenographers
- II One (1) Assistant Secretary-Treasurer
- III One (1) Supervisor of Operations
- IV Two (2) Executive Assistants
- V One (1) Assistant Supervisor of Operations

Section 2 - Employee Status

The Board agrees that there shall be no intimidation or coercion exercised or practiced with respect to any employee by reason of his/her 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, or discharge 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.

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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.

Section 2 - Hiring And Discipline

The Board shall always have the right to hire and subject to this Agreement shall have the right to discipline, transfer, demote and discharge employees for just cause. 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.

The Board shall remove letters of discipline from an employee's file after twelve (12) months, provided no additional letter(s) of discipline have been issued in the twelve (12) month period relating to the original issue of discipline

Section 3 - Right To Have A Steward Present

Notwithstanding the rights of a Supervisor to supervise, evaluate and discipline employees, an employee may, at his or her discretion, request the attendance of his or her Shop Steward at any discussion between the employee and his or her Supervisor which may result in discipline or at any meeting during which an employee will be disciplined.

Section 4 - Access To Personnel Files

An employee shall have the right to have access to and review his/her personnel record and shall have the right to respond in writing to any document therein, such a reply becoming part of the permanent record. No employee **shall** have the right to view his or her personnel record unless he or she has given forty-eight (48) hours notice to the Employer indicating a willingness to view the personnel file. In addition, the employee shall only exercise this right through his or her Shop Steward or Union Officer. The request to the Employer shall be made through the Secretary-Treasurer's office. No files shall leave the Board Office, and any viewing shall be on an employee's time, and not during hours of work. All viewings shall be in the presence of a Board Officer.

No document from the employees record of which the employee was not aware at the time of filing may be introduced as evidence in any hearing.

The Union through the President of the Local, with a written consent of the employee, shall have the right to make copies of any material contained in the member's personnel record. The costs thereof shall be borne by the Union.

Any disagreement as to the accuracy of information contained in the file, of which the employee was not aware may be subject to the Grievance procedure.

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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 By-Laws 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, initiation fees, or a sum equivalent to dues 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 fifteenth (15th) of the month following that in which such deductions are made.

Section 3 - Dues Notification

The Board will, at the time of making such remittances, enclose a list of employees from whose pay cheques such deductions are made along with the wages earned, providing such list can be produced on the computer.

Section 4 - New Employees - Due Deductions

In the case of a new employee, the deductions shall be made from his/her cheque covering the fifteenth (15th) to the end of the month pay period, and such deductions will be made upon the completion of the employment for one full pay period.

Section 5 - Union Membership Voting Rights

Every employee of the Board bound by the terms of this Collective Agreement, and from whose pay cheque 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 6 - 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 any employee, unless there are sufficient unpaid wages of that employee in the Board's hands.

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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 the Agreement.

Section 2 - Legal Strike At Board Premises

In the event legal strike pickets are placed at the Board's premises, the employee shall not be required to cross such a picket line and further, the employee shall not be required to deal with any business establishment, involved in a dispute where employees of such establishment are on legal strike. Essential services shall be provided by mutual agreement.

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ARTICLE V HOURS OF WORK

Section 1 - 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 office personnel shall consist of five (5) consecutive work days of seven (7) hours each from Monday to Friday inclusive.

Section 3 - General Staff

The regular work week for all custodial, maintenance, transportation 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 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.

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 on the premises at a designated time. 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.

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.

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ARTICLE VI WAGES

Section 1 - Pay Days

The Board shall pay salaries and wages on a bi-weekly payroll system, every second Friday, in accordance with the Wage Schedules attached hereto and forming part of this Agreement. All overtime earned in one period will be paid in the following bi-weekly pay period. Employees shall be classified as per wage schedule attached hereto and forming part of this Agreement.

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 Arbitration in accordance with Article XVI 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 position. 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/she has completed four (4) hours of work, shall be paid for four (4) hours worked at his/her regular rate of pay. In the event an employee reports for work but is sent home before commencing work, he/she shall be paid for two (2) hours at regular rate, unless he/she was advised by the Board not to report to work.

Section 4 - Call Out

An employee required to work in an emergency outside their regular working hours shall be paid for a minimum of two (2) hours at his/her 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 the employee leaves his/her home to report for duty till the time he/she 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 shall receive fifty (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/her regular rate whichever is the greater. When an employee is regularly assigned to a position paying a lower rate, his/her 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 forty (40) 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 fifty (50) cents per hour for all hours worked.

Section 9 - Personal Automobiles

Employees required by the Board to use their private automobiles to carry out their duties shall be paid a mileage allowance in accordance with Board Policy. Employees shall not be required as a condition of employment to supply a vehicle to perform their duties. Traveling between schools shall be allowable with this provision, if this is traveling done other than normal day to day conditions of employment in the same location.

Section 10 - Job Description

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

Section 11 - Job Evaluation

If the Board proceeds with a Job Evaluation Program at this time the employees will have the opportunity to assist in writing the job descriptions for their position and they will have the opportunity to appeal the results of such a program if they feel unfairly classified. The Union will be provided with a copy of the job description for each position.

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ARTICLE VII OVERTIME

Section 1 - Entitlement

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.

(b) All overtime must be preauthorized by the immediate supervisor.

Section 2 - Computing Overtime Rates

For the purpose of computing the hourly overtime rate for employees, the hourly rate shall be 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 layoff in the same or similar type of operation and qualified to perform the available work.

Section 4 - Accumulated Compensatory Time

(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;
- (2) the time is mutually agreeable.

(c) Unused compensatory time as at the 31st of December, will be paid out in cash, and may not be carried over to the next calendar year.

(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.

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ARTICLE VIII STATUTORY HOLIDAYS

Section 1 - Entitlement

(a) 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 Holiday days shall be:

- New Year's Day Labour Day
- Good Friday Thanksgiving Day
- Easter Monday Remembrance Day
- Victoria Day Christmas Day
- Dominion Day Boxing Day
- British Columbia Day One (1) Floating Stat

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

(b) Employees who are not required to work on the Statutory Holidays as listed in Section 1 shall receive holiday pay equal to one (1) normal day's pay, only if they have worked the scheduled day immediately prior and the scheduled day immediately after the holiday or have worked fifteen (15) of the previous thirty (30) days prior to the holiday. An employee who does not work a fixed schedule shall receive regular pay based on the average weekly earnings (excluding overtime) for the four week period immediately preceding the week in which the Statutory Holiday occurs.

The above does not apply to laid off employees.

Section 2 - Holiday During Vacations

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.

An employee required to work on such Statutory Holiday, or day in lieu thereof as aforesaid, shall receive in addition to his/her regular rate of pay for that holiday, time and one-half (1 1/2) his/her 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.

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ARTICLE IX VACATION ENTITLEMENT

Annual vacation based on the employee's 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;

- Four (4) weeks after six (6) years continuous service;
- (4)Five (5) weeks after thirteen (13) years continuous service;
- (5)Six (6) weeks after twenty-two (22) years continuous service.

Section 2 - Part-Time Employees

For the purpose of determining vacation entitlement or vacation pay for regular part-time employees, ten (10) month employment shall be considered to be equal to a year of service. Regular part-time employees shall receive vacation pay on the basis of 6%, 8%, 10% or 12% of their gross earnings upon qualifying for vacation pay based on the years of service as detailed in this Article, section 1.

The Board will allow ten (10) month employees to apply for annual leave during the Christmas and Spring Breaks.

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/her seniority, and the smooth operation of the school system.

Section 4 - Pay Procedure

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.

Section 5 - Leaving Board Service

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

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ARTICLE X LEAVE OF ABSENCE

Section 1 (A) - Sick Leave

(a) 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.

(b) An employee prevented from performing his/her regular work with the Board on account of an occupational accident that is recognized by the Worker's 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/her regular salary to a maximum of six (6) months, and thereafter the difference shall be deducted from his/her 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 sickleave to his/her credit, then he/she shall only be entitled to the amount paid by the Workers' Compensation Board.

(c) An employee may be required to produce a certificate from a duly qualified medical practitioner for such illness certifying that such employee is unable to carry out his/her duties due to illness.

(d) A record of all unused sick Leave will be kept by the Board. An up-to-date record listing each eligible employee's sick leave credits shall be forwarded to the Secretary of the Union in February of each year. An employee is also to be advised by February of the amount of sick leave accrued to his/her credit.

(e) In case of illness to a spouse or child of the family, an employee, where no one is at home, other than the employee, who can provide for the needs of the ill person, shall be entitled, after notifying his/her Supervisor, to use a maximum of five (5) accumulated sick leave days per illness for this purpose. Such illness must be certified by a medical practitioner. Should the employee have no sick leave to his/her credit, such leave shall be without pay.

(f) 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.

(g) Employees with permanent appointments, having successfully completed their three (3) months probationary period and working seventeen and a half (17 1/2) hours or more per week shall participate in the short term/long term disability plan as described under Section 1 (B) below.

(h) Employees not eligible to participate in the short term/long term disability plan will be eligible for sick leave under Section 1 (C) below.

(i) Should employees identified under sub-paragraph (h) above become eligible to participate in the short term/long term plan, the provisions of Section 1 (B) shall **apply as of** the date they become eligible to participate.

Section 1 (B) - Sick Leave - Employees Eligible For The Short Term And Long Term Disability Plan

The provisions of this sub-section apply only to those employees for the Short Term/Long Term Plan.

(a) On the implementation of the above plan, the one and one half (1 1/2) days referred to in Article X, Section 1 (b) of the former Collective Agreement shall cease and any days the employees have accumulated will be paid out at twenty percent (20%) which said sick leave shall not exceed one hundred thirty (130) days.

(b) On January 1st each year, eligible employees will be credited with **six** (6) sick leave **days** with the above conditions applying,

the balance remaining on December 31st in each year thereafter will be canceled.

(c) 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 cumulative and the balance remaining on December 31st each year will be canceled.

(d) Employees will use their six (6) 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.

(e) The short term plan will provide employees with seventy percent (70%) of their gross earnings to a weekly maximum benefit of \$700. 00.

(f) The short term plan will cover employees for a maximum of twenty-six (26) weeks.

(g) The Board will pay one hundred percent (100%) of the premiums for the short term disability plan for eligible employees.

(h) If the employee is unable to return to work after the twenty-six (26) week period outlined in Section 1 (B) (f), they will be eligible for the long term disability benefits as per the policy with the Employer's insurer.

(i) The long term plan will provide employees with sixty-six and two thirds percent (66 2/3%) of their gross earnings to a monthly maximum benefit of \$2,000.00.

(j) The Board will pay one hundred percent (100%) of the premiums for the long term disability plan for eligible employees.

(k) The conditions of the contract between the insurance carrier and the Employer will be mutually agreed to by the Union and the Employer.

(l) Should the payment from the insurance company, on an approved claim, not arrive by the next scheduled pay day (excluding the pay period in which the claim was received in the Board Office), the Employer will make the payment and the employee will turn the insurance cheque over to the Employer.

All concerns will be made directly to the Secretary-Treasurer's office for immediate action.

Section 1 (C) - Sick Leave - Employees Not Eligible For Short Term And Long Term Disability Plans

(a) Sick Leave shall be granted to continuing employees working less than seventeen and a half (17 1/2) hours per week, and to all temporary employees, 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, he/she shall be entitled to an accrual of all unused portion of sick leave for his/her future benefit up to a maximum of one hundred and thirty (130) working days. A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave.

(b) Leave without pay of one year because of illness shall be granted to an employee who does not qualify for sick leave with

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.

(c) When an employee is granted leave of absence without pay for any reason, he/she shall not receive sick Leave credit for the period of such absence, but shall retain his/her cumulative credit, if any existing at the time of such leave.

(d) An employee entitled to sick leave under this Article, shall receive twenty percent (20%) of his/her 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
- 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 the short term and long term disability plans, his/her sick leave accumulation will be paid out twenty percent (20%) at the time he/she becomes eligible to go into the plan.

NOTE: Eligibility for the plan will be those employees working a permanent full time or part time position of seventeen and one half (17 1/2) hours per week or more.

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.

An employee on General Leave of Absence shall not accrue seniority in excess of four (4) months while on such leave.

Section 3 - Bereavement Leave

An employee shall be granted up to three (3) regularly scheduled consecutive work days leave without loss of salary or wages, in the case of the death of a parent, wife, husband, common-law spouse, brother, sister, child, common-law child, grandparent, mother-in-law, father-in-law, brother-in-law, or sister-in-law. Reasonable leave of absence shall be granted without pay for travel and estate affairs. Up to one-half (1/2) day shall be granted without loss of salary or wages to attend a funeral as a pallbearer or mourner, provided such employee has the approval of the Secretary-Treasurer's office.

With the location of a funeral necessitating additional time because of travel, additional leave without pay may be granted upon request.

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/her normal earnings and the payment he/she receives for jury service or subpoenaed court witness. The employee will present proof of service and the amount of pay received.

Section 5

(A) Maternity Leave

Upon written request, Maternity Leave of Absence without pay and without loss of seniority shall be granted in accordance with the Employment Standards Act, Part 7. The request must be made at least four (4) weeks before the leave is to begin. The employee intending to return to work after maternity leave shall provide the Board with at least two (2) weeks notice. On return from maternity leave the employee will be placed in a position consistent with the seniority provisions of this Agreement.

(B) Parental Leave

A request for an additional twelve (12) weeks of Parental Leave shall be granted to both the mother or the father of the child as per the Employment Standards Act, 1991. The request must be made at least four (4) weeks before the leave is to begin.

Section 6 - 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) hours in any one month;
- ii) that a written list 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 recommended by the Union;
- 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 unreasonably interrupted, no Steward shall leave his/her work without obtaining permission of his/her Supervisor, which permission shall not be unduly withheld.

(d) Elected Position:

The Board agrees to grant leave of absence without pay, not more than two (2) weeks after application from the Union, stating the intended duration of such leave, to a Local Union Officer for

business purposes provided a suitable substitute can be obtained, or to any employee who may be elected by the union to a full-time position in any of the CUPE 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.

(f) The Board wishes to have notice of the persons entitled to be included in this Section within thirty (30) days after the meeting electing them to their Union position has taken place.

Section 7 - 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/her employment with the Board within six (6) months of his/her discharge from the Armed Forces.

Section 8 - 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.

Section 9 - Paternity/Maternity/Adoption Leave

On the birth of a child or in the case of adoption or legal guardianship the employee may apply for and be granted leave with pay up to a maximum of two (2) days. Leave shall be granted on the date of birth or adoption and the date immediately following.

Section 10 - Personal Days

Three (3) personal days of unpaid leave of absence **shall** be granted to employees providing he/she submits a written request seven (7) days prior to the leave to his/her immediate Supervisor except in the case of emergencies.

Section 11 - Family And Critical Illness

In case of critical illness in the immediate family, an employee shall be entitled, after notifying his/her supervisor a maximum of three (3) days paid leave for that illness. In the case of critical illness, immediate family is defined as a parent, spouse, a common law spouse or common law child, child, brother and sister.

Critical illness in the family of a member will be defined as an illness which the attending physician considers sufficiently

Local to require the members presence at the bedside. These days will not be taken from the employee's sick leave bank but will be in addition to them.

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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 employee is hired on probation. The probation period is to continue for three (3) months, during which time he/she 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/she 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 February of each year.

Section 4 - No Loss Of Seniority

If an employee is absent from work because of sickness, accident, Workers' Compensation, layoff or leave of absence approved by the Board, he/she shall not lose his/her seniority. This provision is subject to Article X Leave of Absence, Section 2 General Leave of Absence.

Section 5 - Loss Of Seniority

An employee shall lose his/her seniority only in the event:

- (a) He/she is discharged for just cause and is not reinstated;
- (b) He/she resigns;
- (c) He/she is absent from work in excess of three (3) working days without notifying the Board, unless such notice was reasonably not possible;
- (d) He/she fails to return to work within ten (10) calendar days of being notified to return to work from layoff;
- (e) He/she is laid off for a period of twelve months.
- (f) Any laid off employee who is offered a position of four (4) hours or more in an adjoining area cannot refuse the assignment.

If the position is four (4) hours or more and it is not in an adjoining area, the employee may refuse the assignment.

For the purpose of this Section 5 (f), adjoining areas shall mean

following:

South Country adjoins Fernie
Fernie adjoins South Country and Sparwood
Sparwood adjoins Fernie and Elkford
Elkford adjoins Sparwood

Any assignment of less than four (4) hours may be refused by an employee if it is not in his/her area of residence.

For the purpose of this Section 5 (f), place of residence shall mean the following:

South Country
Fernie
Sparwood
Elkford

Section 6 - Transfer Out Of Union

If an employee is transferred to a supervisory position or any other position not covered by this Agreement, he/she shall retain his/her seniority in the position from which he/she was transferred.

Section 7 - Casual Employees

(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 in 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 that date at which the employee was appointed to a regular position backdated by the number of week-days 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 a probationary service for the three (3) months, immediately following the backdated seniority date, and thereafter as on regular service subject to the provisions of Section 10 (c) of Article XI.

Sub-section (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, based on their seniority as a casual employee, before these positions are made available to the general public.

Section 8 - Layoffs And Rehiring

(a) Definition Of Layoff

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) Role Of Seniority In Layoff

In the event of a layoff the employees shall be laid off in the reverse order of their bargaining unit-wide seniority. An employee about to be laid off may bump any employee with less seniority providing the employee exercising the right is qualified as judged by the Board to perform the work of the employee with less seniority. The right to bump shall include the right to bump up, but the right to bump up shall not allow an employee to increase their number of hours of work.

The laid off employee has the right to **bump** within a fifteen (15) day time frame from the receipt of the layoff notice.

(c) Layoff and Bumping Procedure

Within fifteen (15) calendar days of receipt of layoff, the laid off employee shall indicate in writing to the employer the intent to exercise the right to bump or to be laid off.

- i) If the laid-off employee indicates the intent to bump, they must also indicate in order of preference, those classifications into which they have the qualifications to bump. The employee will be required to outline their qualifications.
- ii) Within two (2) working days of receipt of the employee's intent to bump the employer will interview the laid-off employee to establish their qualifications and indicate those positions to which they can bump according to seniority. The employee within a further two (2) working days, in writing, will indicate the position that they are claiming.
- iii) If there are not positions to which the employee can bump, such employee shall be **laid** off.
- iv) A laid-off employee who exercises their right to bump shall be provided with a fifteen (15) working days familiarization period in the position into which they bump, at which time the Board will determine their suitability in the position.

- (a) Part-time employees who fill more than one part-time position may exercise their right to bump if their primary position is reduced in hours or made redundant.
- (b) Part-time employees who are laid off in 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(s).

(d) Recall Procedure

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

(e) No New Employees

New employees shall not be hired until those employee(s) who have

Employees 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.

(f) Advance Notice Of Layoff

The Board shall notify regular employees who are to be laid off by thirty (30) calendar days prior to their effective date of layoff. 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.

NOTE: In Sections (b), (c), (d), and (e) the Board shall determine qualifications in a fair and equitable manner.

A DEFINITION FOR PRIMARY POSITION

A primary position is defined as the position of greater hours, or in the case of equal time, the primary position will be defined by the position of greater seniority.

- i) Grievances concerning layoffs and recalls shall be initiated at Step Two of the Grievance Procedure.
- ii) This layoff procedure does not affect the normal layoff of the ten (10) month and eleven (11) month employees unless their positions are to be made redundant or reduced in hours.

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. 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 twelve (12) months or more.

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 staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority and have the required qualifications and ability to do the job. Where more than one (1) employee in the bargaining unit applies for the same position the most senior applicant shall be awarded the position provided the employee possesses the ability and necessary qualifications to do the job. The Board shall determine qualifications and ability in a fair and equitable manner.

- (d) If the successful applicant is a regular employee, or a casual employee with three (3) months service, he/she 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) When filling temporary posted vacancies exceeding **twelve** (12) weeks duration the Employer will consider applications from permanent employees other than Teacher Assistant I's. Where a permanent employee is assigned to a temporary position, he/she shall be returned to his/her former position upon completion of the temporary term. The posting and filling of temporary vacancies exceeding twelve (12) weeks duration shall be in accordance with Article XI, Section 10 (a) and (b).

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.

- (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/herself of the opportunity **so** afforded, and failing to do so, he/she shall forfeit his/her 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. An employee failing to obtain the necessary heating certificate or failing to avail himself/herself of the opportunity to do **so**, shall revert to the position he/she would have held had he/she 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

(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, re-hirings and terminations of employment.

Section 12 - Increased Hours

Any position that has its hours increased more than two (2) hours shall be posted as a vacancy in accordance with Article XI, Section 10. The incumbent would be considered in a layoff position in accordance with Article XI, Section 8.

Any position that has it's hours increased two (2) hours or less, will not be posted as a vacancy. If the incumbent refuses the increase he or she will be considered in a layoff position.

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ARTICLE XII EMPLOYEE BENEFITS

Section 1 - Pension

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

Section 2 - Medical Coverage

(a) Eligible employees who have completed the probationary period may participate in the mutually approved medical plan. The Board will pay one hundred percent (100%) of the regular monthly premium.

(b) Dental Benefits

Eligible employees who have completed the probationary period may participate in the mutually approved dental plan. The Board will pay one hundred percent (100%) of the regular monthly premium. Minimum coverage on the plan shall be as follows:

PLAN "A" Basic Services 100% payment of claims.
PLAN "B" Prosthetic appliances - Crown and Bridges 50%

payment of Claims.
 PLAN "C"Orthodontia - Lifetime maximum \$2,500.00
 per person
 - 50% payment of claim.

- (c) 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/she so desires or the Board will pay the total premiums 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.
- (d) 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 full payments of premiums provided the plan permits such coverage.
- (e) While an employee is on leave without pay because of illness, maternity or parental leave, the Board agrees to pay his/her premium payments for medical coverage, and the group insurance coverage. Total premiums paid by the Board on behalf of the employee shall be repayable at the 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 - 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 \$25,000.00 coverage or two and a half (2.5) times the employee's annual income whichever is greater for each participant to a maximum of \$100,000.00. Premiums shall be paid by payroll deduction with the Board contributing fifty percent (50%) and the employee fifty percent (50%) of the monthly premium.

Section 4 - Extended Health Benefits

Eligible employees who have completed the probationary period may participate in the mutually approved Extended Health Benefit Plan. The Board will pay one hundred percent (100%) of the regular monthly premium.

Deductible and amount of reimbursement are as follows:

- (a) \$200.00 Eyeglass coverage per person per 24 month period;
- (b) \$25.00 Calendar year deductible per family with eighty percent (80%) reimbursement on all items except out-of-province emergency expenses which are one hundred percent (100%) reimbursement;
- (c) \$30,000.00 Maximum benefit per person; and
- (d) Hearing aid coverage in the amount of \$500.00 every five years per family members.

Section 5 - Pension

Board will pay to each employee with service in excess of five (5) years, who is not covered by the Pension (Municipal) Act, on retirement, an amount of equal to one (1) weeks pay per year of service.

NOTE: The above referenced section was Scheduled "C" of the 1981-1982 Collective Agreement.

Section 6 - Long Term Disability

Eligible employees who have completed the probation period and working in excess of seventeen and a half (17 1/2) hours per week must participate in the mutually approved Long Term Disability Plan. Premiums shall be paid one hundred percent (100%) by the Board.

The amount of monthly benefit for each employee shall be sixty-six and two-thirds percent (66 2/3%) of his/her monthly rate of earnings, to a maximum of \$2,000.00 coverage per month. Accident and Sickness exclusion period (waiting period) is one hundred eighty (180) days of disability.

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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.

Section 2 - Courses Of Instruction

The Board agrees to pay the full cost of any course of instruction required by the Board for any employee to better qualify the employee to perform his/her job. Such payments shall be made upon the successful completion of the course. Prior approval of any course must be obtained in writing from the Board,

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/her duties will be paid by the Board, up to the maximum approved by the Board policy. Lodging expenses shall be paid subject to their 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 Employer of locations where they believe protective clothing is required. Subject to Employer concurrence, such clothing will be provided.

Section 6 - Bulletin Board

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 of.

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

Section 8 - Local Issues

As a general statement of intent parties agreed that all future local issues (non-cost related) shall be discussed and resolved at the local level.

Section 9 - Technological Change

Should any displacement of staff be indicated as the 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/she 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 twelve (12) months. An employee placed in a lower-rated position as a result of mechanization, shall not have his/her wages reduced: he/she shall continue to receive his/her old rate until such time as the agreement rate for his/her new position is equal to his/her actual rate of pay.

Following this twelve (12) 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 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 reasons 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.

NOTE: See Letter of Intent for additional information regarding amendments to Technological Change during the length of said Collective Agreement.

Section 10 - Extra-Curricular **Bus** Trips

- (a) Out of District trips shall be paid one and one-half (1 1/2) time the driver's regular rate of driving time and straight

- time for waiting **up** to a maximum waiting time of eight (8) hours.
- (b) A minimum trip payment for all out of District trips shall be four (4) hours.
- (c) Calculations for payment shall be from departure from bus garage or regular parking area until return to bus garage or regular parking area plus time for warm up and clean up.
- (d) Bus drivers will receive a meal allowance **as** per Board Policy for every six (6) hours period when on out of District trips.
- (e) A room will be provided for overnight trips.
- (f) Drivers will be provided with a suitable rest area such as a medical room etc., for any trips exceeding twelve (12) hours. If the school booking the trip cannot make this arrangement with the school they are visiting, hotel or motel accommodation **for** the driver(s) will be billed to the school. Calculations of the twelve (12) hours will commence with the start of the a.m. shift on a normal working day.
- (g) Sleeping time shall be from twelve midnight to eight a.m. unless the bus is being driven.
- (h) The Employer shall be allowed to schedule permanent part-time drivers to drive trips within the District and pay straight time up to eight (8) hours per day.

The parties agree to set **up** driver boards to equal opportunities in hours in each area, e.g: Elkford, Sparwood, Fernie and Jaffray. A master board in Fernie shall be used when area drivers are unavailable.

The employer agrees to equalize **as** close as possible any inequities during the last quarter of the school year (April, May and June).

Refusal to drive an extra-curricular **bus** trip will be considered as hours worked.

The main board in each area shall have the names of those drivers driving regular hours who chose to be on the board within the first two weeks of September each year. Employees hired after this time shall have the right to go on the Board if they wish.

The "spare" board in each area shall have the names of those drivers driving one hundred (100) hours or less for the period of September 1 to June 30 in each year. Once the spare driver has driven the one hundred hours he/she shall be placed on the main board for the duration of the year.

There will be no trading of trips.

The Employer agrees that the School District drivers shall be given first opportunity to drive extra-curricular bus trips.

- (i) It is agreed that casual drivers may be assigned to regular runs when a regular driver is going to take an extra-curricular bus trip, that will give him/her more hours than regular runs, provided that a casual driver is available.

Section 11 - 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 4 or above driving license is required except in the case of an emergency or where no bargaining unit employee is available.

Section 12 - Sexual And/Or Personal Harassment

- (a) The Union and the Employer recognize the right of employees to work in an environment free from sexual and/or personal harassment. Therefore, the Union and the Employer agree to cooperate in resolving any complaints of sexual and/or personal harassment which may arise in the work place.
- (b) An employee may initiate a grievance under this clause at any step of the grievance procedure. Grievances under this clause will be handled with all possible confidentiality and dispatch.

Section 13 - No Discrimination

The Employer shall comply in all respects with the provisions of the Human Rights Act of British Columbia.

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ARTICLE XIV SAFETY

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

A Safety Committee shall be established and composed of two representatives appointed by the Board, and two representatives of the Union. The Safety Committee shall hold meetings as requested by the Board or the Union and all dangerous conditions shall be taken up and dealt with at such meetings. Minutes of all Safety Committee meetings shall be kept and copies of such minutes shall be sent to the Board and the Union. The Employer agrees to provide a training program for Safety Committee members, which will be held during working hours.

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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

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 effect 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 the 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 XVI.

Section 2

Should the Board or the Union initiate the grievance, the matter shall be dealt with between 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.

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 an employee to cross the picket line of a legal strike, or refusal of an employee to

with any business establishment involved in a legal strike. This provision shall be inapplicable to any employee in respect of his/her refusal to work or to cross such picket line if he/she 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/her former position, without loss of seniority rating and shall be compensated for all time lost in an amount equal to his/her 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 XV Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.

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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 thereafter, 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 Ministry 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 endeavor 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 ten (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.

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ARTICLE XVII DURATION OF AGREEMENT

Section 1

This Agreement shall remain in effect for two (2) years commencing ~~October 1, 1992~~, through the period ending ~~September 30, 1994~~ 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, 1994. If no such notice is given, this Agreement shall remain in effect from year to year until termination by either party upon notice in writing not more than four (4) months nor less than two (2) months immediately preceding the 30th day of September in any one year. Notwithstanding the foregoing the parties agree that collective bargaining for the purpose of the renewing of this Agreement shall commence not later than June 1, 1994. It is further understood and agreed that such collective bargaining 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.

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ARTICLE XVIII GENERAL

Section 1 - Sub Contracting

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

Section 2 - Typing Test

Typing tests shall only be required once in the classification and location the employee is appointed to during the term of employment.

Section 3 - 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 must do so within six (6) months of Notice of Layoff.
- (d) An employee choosing severance pay forfeits his/her rights to recall as provided in this Agreement.

Section 4 - Present Conditions And Benefits

All addendums, appendices, schedules or other attachments to this agreement which have been signed and dated by the authorized representatives of the Employer and of the Union form part of this agreement.

Section 5 - Safety Concerns

An employee will not be disciplined for bringing to the attention of their immediate Supervisor, Job Steward, and Union Rep on the District Safety Committee any activity or unsafe practices that may be detrimental or pose a hazard to other employees or the public in general.

Section 6 - Mutually Agreed Changes

During the term of the Collective Agreement any mutually agreed changes to the Collective Agreement by the Board of School Trustees and the Union shall form part of this Collective Agreement and shall be subject to the grievance and arbitration procedure.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT UNDER SEAL, SIGNED THIS 20TH DAY OF NOVEMBER, 1992.

ON BEHALF OF THE BOARD OF ON BEHALF OF THE CANADIAN
SCHOOL TRUSTEES OF SCHOOL UNION OF PUBLIC EMPLOYEES
DISTRICT NO. 1 (FERNIE) LOCAL 2208

 Evelyn Cutts
 Chairperson

 John Ouellette
 President

 Elaine Sabo
 Secretary-Treasurer

 Wayne Malone
 National Representative

 Joan Kent
 Negotiation Committee
 Member

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NOTES TO WAGE SCHEDULE "A"

NOTE "A" Where employees are engaged on work of different classifications they shall receive the appropriate rate for the job on a pro-rata basis.

NOTE "B" An employee required to hold a dual trades qualification shall receive 5% over regular rate.

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WAGE SCHEDULE "A"

EFFECTIVE
 OCTOBER 1, 1992

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HOURLY

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Crossing Guard	\$12.25
Teacher Assistant II	13.05
Student	12.98
Labourer	14.98
Custodian	14.98
Custodian Boiler "A"	16.15
Chief Boiler Custodian	16.15
Custodian Boiler "B"	15.65
Bus Driver	17.52
Bus Driver/Custodian	
Maintenance As per Note "A"	
Utility	
Journeyman Certified	19.28
Tradesman 1	16.21
Tradesman 2	15.65

Foreman 1	20.16
Foreman 2	17.45
Sub-Foreman	17.03
Accountant	17.45
Computer/Audio Visual Repair Technician	18.22
Crossing Guard	\$12.50
Teacher Assistant II	13.31
Student	13.24
Labourer	15.28
Custodian	15.28
Custodian Boiler "A"	16.47
Chief Boiler Custodian	16.47
Custodian Boiler "B"	15.96
Bus Driver	17.87
Bus Driver/Custodian	
Maintenance As per Note "A"	
Utility	
Journeyman Certified	19.67
Tradesman 1	16.53
Tradesman 2	15.96
Foreman 1	20.56
Foreman 2	17.80
Sub-Foreman	17.37
Accountant	17.80
Computer/Audio Visual Repair Technician	18.58

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WAGE SCHEDULE "B"

EFFECTIVE
OCTOBER 1, 1992

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HOURLY

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CLERK TYPIST

Step 1 Start	\$14.21
Step 2 After 3 Months	14.80

STENOGRAPHER

Step 1 Start	14.96
Step 2 After 3 Months	15.63

ACCOUNTING CLERK

Step 1 Start	16.46
Step 2 After 3 Months	17.18

ACCOUNTING CLERK I

17.70

TEACHER ASSISTANT I

14.80

YOUTH CARE WORKER	17.55
YOUTH CARE WORKER/REHAB	17.55

WAGE SCHEDULE "B"

EFFECTIVE
OCTOBER 1, 1993
=====

HOURLY
=====

CLERK TYPIST

Step 1 Start	\$14.49
Step 2 After 3 Months	15.10

STENOGRAPHER

Step 1 Start	15.26
Step 2 After 3 Months	15.94

ACCOUNTING CLERK

Step 1 Start	16.79
Step 2 After 3 Months	17.52

ACCOUNTING CLERK I

18.05

TEACHER ASSISTANT I	15.10
YOUTH CARE WORKER	17.90
YOUTH CARE WORKER/REHAB	17.90

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LETTER OF UNDERSTANDING - CASUAL EMPLOYMENT

BETWEEN : THE BOARD OF SCHOOL TRUSTEES
OF SCHOOL DISTRICT NO. 1 (FERNIE)
(hereinafter called the "Board")

AND : CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2208
(hereinafter called the "Union")

IT IS AGREED BY both parties that regular employees shall have the first right of refusal for casual employment within the School District.

Therefore, regular employees interested in casual employment shall have the right to fill a casual position prior to calling outside the bargaining unit. In order to implement this procedure, employees are required to adhere to the following:

1. That they notify their appropriate Supervisor, in writing, of their intent to be available for casual or relief work and shall be called on a rotating basis.
2. That it does not put them in an overtime position.
3. That the qualifications are met for the position.
4. Any regular part time employee will be allowed to move up in hours for replacement purposes as long as the above criteria has been met and replacement positions are in the same job site/school, and does not put them into an overtime position; save and except Teacher Assistant I's who may accept extra hours of work as long as this work doesn't interfere with their regular job and does not put them into an overtime position.
5. The Supervisor will make two attempts to contact the employee requesting additional hours.
6. This letter of understanding excludes the provision of Article XIII, Section 10 (1).

Signed at Fernie, British Columbia this 20th day of November, 1992.

BOARD: CUPE:

Evelyn Cutts
Chairperson

John Ouellette
President

Elaine Sabo
Secretary-Treasurer

Wayne Malone
National Representative

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**LETTER OF INTENT RE: ARTICLE XII GENERAL PROVISIONS
SECTION 9 - TECHNOLOGICAL CHANGE**

BETWEEN: THE BOARD OF SCHOOL TRUSTEES
OF SCHOOL DISTRICT NO. 1 (FERNIE)
(hereinafter called the "Board")

AND: CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2208
(hereinafter called the "Union")

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 review is to be completed prior to September 30, 1994.

Signed at Fernie, British Columbia this 20th day of November, 1992.

ON BEHALF OF THE BOARD ON BEHALF OF THE CANADIAN SCHOOL TRUSTEES OF SCHOOL UNION OF PUBLIC EMPLOYEES DISTRICT NO. 1 (FERNIE) LOCAL 2208

Evelyn Cutts
Chairperson

John Ouellette
President

Elaine Sabo
Secretary-Treasurer

Wayne Malone
National Representative

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LETTER OF UNDERSTANDING - APPRENTICESHIP PROGRAM

BETWEEN: THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 1 (FERNIE) (hereinafter called the "Board")

AND: CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2208 (hereinafter called the "Union")

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 applicants.

Signed at Fernie, British Columbia this 20th day of November, 1992.

ON BEHALF OF THE BOARD ON BEHALF OF THE CANADIAN SCHOOL TRUSTEES OF SCHOOL UNION OF PUBLIC EMPLOYEES DISTRICT NO. 1 (FERNIE) LOCAL 2208

Evelyn Cutts
Chairperson

John Ouellette
President

Elaine Sabo

Wayne Malone

Secretary-Treasurer

National Representative

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LETTER OF UNDERSTANDING - FIRST AID CERTIFICATE

BETWEEN : THE BOARD OF SCHOOL TRUSTEES
OF SCHOOL DISTRICT NO. 1 (FERNIE)
(hereinafter called the "Board")

AND : CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2208
(hereinafter called the "Union")

IT IS AGREED BY both parties that the following Section be included in the existing Collective Agreement.

The Board shall pay a bonus of \$200.00 per annum to a Board designated employee in each school in the District, who holds a valid St. John's or SOFA Certificate or an annual allowance of \$500.00 for a valid Industrial First Aid Certificate. The Board shall reimburse the applicable course fees for the renewal of the certificate for that designated person, upon successful completion of the course. It will be the responsibility of the designated employee to make application and provide proof of payment and successful completion of the course.

It is also understood that the designated employee in each school in the District may be a member of either the Union or the Fernie District Teachers' Association.

This allowance is prorated if an employee works less than a full year.

Signed at Fernie, British Columbia this 20th day of November, 1992.

BOARD: CUPE:

Evelyn Cutts
Chairperson

John Ouellette

Elaine Sabo
Secretary-Treasurer

Wayne Malone
National Representative

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LETTER OF UNDERSTANDING - JOINT PROFESSIONAL DEVELOPMENT FUND

BETWEEN : THE BOARD OF SCHOOL TRUSTEES
OF SCHOOL DISTRICT NO. 1 (FERNIE)
(hereinafter called the "Board")

AND: CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2208
(hereinafter called the "Union")

IT IS AGREED BY both parties that the following Section be included in the existing Collective Agreement.

The Board shall contribute \$2,000.00 each year to the Joint Professional Development Fund and the Union shall contribute \$2,000.00 each year to the Fund.

The Joint Professional Development Fund will be administered by a Union Committee. All Professional Development requests are subject to approval from the Secretary-Treasurer's office.

The fund will be dispersed in the following manner:

\$1,000.00 for Teacher Assistants
\$1,000.00 for Stenographers/Clerk-Typists
\$1,000.00 for Maintenance/Transportation
\$1,000.00 for Custodial

The Union Committee will provide a financial statement no later than July 25th in any contract year.

The Joint Professional Development Funds are funded annually by the Board and the Union and may be discontinued by either party on giving two (2) months notice before the expiration of a school year.

Signed at Fernie, British Columbia this 20th day of November, 1992.

BOARD: CUPE:

Evelyn Cutts
Chairperson

John Ouellette

Elaine Sabo
Secretary-Treasurer

Wayne Malone
National Representative

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