

COLLECTIVE AGREEMENT

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between

**THE BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 8 (KOOTENAY LAKE)**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES -
LOCAL 748**

Term:
July 1, 2006
To
June 30, 2010

11801(05)

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ARTICLE 1 - PREAMBLE

1.01 Preamble

WHEREAS it is the desire of both parties to this Agreement:

- (1) To promote 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 matters pertaining to the working conditions of the employees be drawn up in an Agreement.

NOW, THEREFORE the Parties agree **as** follows:

1.02 Singular/Plural – Masculine/Feminine

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

2.01 Management

The Union recognizes the undisputed right of the Board to operate and manage the schools in accordance with its commitments and responsibilities and to make and alter, from time to time, rules and regulations to be observed by employees, such rules and regulations shall not be contrary to any provisions of this Agreement. Such rules and regulations or amendments will be communicated in writing to the Union.

2.02 Hiring/Discipline/Demotion/Discharge

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

2.03 Administration of Collective Agreement

The administration of the terms of this Agreement will fall within the jurisdiction of the Superintendent/CEO or the person designated as responsible for Personnel Relations.

ARTICLE 3 - DEFINITIONS

3.01 Regular Employees

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

3.02 Temporary Employees

Temporary employees are employees who have completed sixty (60) days continuous or broken employment within a twelve (12) month period.

Temporary employees will not be employed on a continuous basis **for** more than six (6) months unless mutually agreed between the Board and the Union.

Once an employee becomes temporary he will be shown **as** such on the seniority list.

3.03 _____

Casual employees are employees who work on an intermittent basis, but who have not completed sixty (60) days employment within a twelve (12) month period.

Casual employees have no seniority (see Clause 16.04 – **New** Employee Probation Period), qualify for no benefits, paid leaves or sick leave. Casual employees will be paid fifteen percent (15%) payment on their gross pay to compensate for vacations (**6%**), statutory holidays (4%) and **benefits** (5%).

A call-out **list** for casual employees will be kept with the longest term employees being given preference for call-outs in their classifications and geographical **area**.

Call-out procedure shall be as Appendix D - "Call Out Procedures".

3.04 Students

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

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

ARTICLE 4 – HUMAN RIGHTS

Section 1 – No Discrimination

4.01 No Intimidation or Discrimination

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

4.02 No Discrimination

The Board agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in any matter and the employees shall at all times and in like manner act in good faith toward the Board.

Section 2 – No Sexual Harassment

4.03 Statement of Intent

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

4.04 Employee Grievance

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

4.05 Board Policy

Any changes to Board Policy in these areas **will** be made in consultation with all the education **parties**.

Section 3 - D to Accommodate

4.06 The Union and the Board agree to consult and co-operate with each other on issues relating to Duty to Accommodate.

The parties recognize ~~the~~ requirements to comply with Human **Rights** Code for an accommodation.

ARTICLE 5 – UNION SECURITY

5.01 Bargaining Authority

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

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

- (a) Confidential Secretaries – two (2)
- (b) Administrative Assistant

5.02 Union Membership Requirement

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

5.03 No Agreements

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

5.04 New Employees

The Board agrees to acquaint new employees with the fact that a Collective Agreement between **the** parties is in effect and with the conditions of employment set out in **Article 5 - Union Security** and **Article 6 – Union Deductions**.

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

5.05 Change in Employee Status

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

5.06 Correspondence

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

5.07 Copies of Resolutions

Copies of regular Board meeting minutes and By-laws and Policies as adopted by the Board will be forwarded to the Union.

5.08 Work of the Bargaining Unit

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

5.09 Contracting Out

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

- (i) there are sufficient qualified, employees available to do the work within the projected time limits;
- (ii) the Board has the equipment or facilities (based on present levels) to do the **work**.

Determination of **work** to be contracted out under this clause will be made by the Scope of **Work** Committee (see Appendix "B") which is comprised of representatives of Management and the Union based on the current guidelines as agreed to by the parties.

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

The Board and the Union recognizes the advantages of utilizing local contractors and where it is cost effective and lawful, local contractors will be given preferential consideration.

5.10 work Stoppages/Lockouts

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

5.11 Picket Line Protection

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

5.12 Bulletin Boards

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

6.01 Deductions

The Board agrees to deduct **a**ll Union dues and initiation fees in accordance with the provisions of the Labour Relations Act of British Columbia.

6.02 Remittance

The Board shall, during the life of this Agreement, deduct, as a condition of employment, a sum equivalent to dues, **as** set by the Union, from the pay due each pay period to each employee, **and** remit the same to the Treasurer of the Union not later than the tenth (10th) day following the pay period for which such deductions are made.

The Board will, at the time of making such remittances, enclose a **list** of employees (including all casual, temporary, part-time and regular employees) **from** whose pay cheque such deductions were made. When the appropriate up-date **of** system becomes available – provisions will **be** made to include the number of hours worked.

6.03 Notification by Union - Adjustment in Dues

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

6.04 New Employees

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

6.05 Financial Responsibility of the Board

Notwithstanding any provisions contained in this clause, there shall be no financial responsibility on the part of the Board for fees, dues, or assessments **of** any employee unless there are sufficient unpaid wages of the employee in the **Board's** hands.

ARTICLE 7 - LABOUR-MANAGEMENT COMMITTEE

7.01 Committee

A Labour-Management Committee shall be set up comprised of representation of the Board and up to four (4) members of the Union. Stewards will be invited as resource persons when required.

7.02 Committee Objectives

The Labour Management Committee's objectives shall be to discuss and attempt to settle all disagreements that may arise out of this Agreement and to settle any interpretation of differences that may arise excepting cases where grievance procedures have been instituted. Any matter felt to be of mutual concern may be discussed with a view to attaining amicable settlement by both parties.

7.03 Committee Meetings

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

7.04 Employee Attendance

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

ARTICLE 8 - LEAVE OF ABSENCE

Section 1 - Union Leave

8.01 Stewards

The Board agrees that the time spent in settling disputes by Union Stewards or representatives shall be considered as time worked, provided that such time shall not exceed a total of thirty-six (36) working hours in any one (1) month. The Union agrees to forward to the Board a written list of names of such Stewards, a record of time spent by each Steward in settling disputes and a list of replacements obtained for Stewards **who** are required to be absent to settle disputes. In order that the work of the Board shall not be unreasonably interrupted, no Steward shall leave his work without obtaining permission from his Supervisor, such permission will not unreasonably be denied.

8.02 Officers

The Board agrees to grant time off, without pay, during any working day to officers of the Union in the employ of the Board for Union purposes, provided:

- (a) that such time off shall not exceed a total of sixty-four (64) working hours in any one (1) month.
- (b) that a written list of names of ~~such~~ officers in the employ of the Board shall ~~be~~ forwarded to the Superintendent or designate for this purpose.
- (c) if the Board can find a **suitable** replacement in an emergency.
- (d) that the Board is advised by the Union at **least** twenty-four (24) hours in advance of any requests for a leave of absence.

8.03 Bargaining Representatives

A maximum of four (4) C.U.P.E. bargaining representatives in the employ of the Board shall attend collective bargaining meetings without **loss** of remuneration. Such representatives will **be entitled** to eight (8) hours **pay** per day of bargaining. The Board agrees to pay a mileage allowance for one vehicle.

8.04 Other Employees

The Board agrees to grant leaves of absence, without pay, up to a maximum of two (2) employees for the business purposes of the Union, provided that two (2) weeks notice in writing is given to the Superintendent or designate. The seniority of such employees shall not be adversely affected, but shall be counted as being service with the Board.

8.05 Union Leave – Long Term

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

8.06 Unpaid Leave

An employee shall receive the pay and benefits provided for in this Agreement when on unpaid leave of absence for Union work or conventions. However, the Union shall reimburse the Board for all pay and benefits during the period of absence. Such reimbursement shall be made within thirty (30) days of receipt of billing.

Section 2 - Short Term Leave

8.07 Bereavement Leave

- (a) An employee shall be granted up to three (3) working days, without loss of **pay** or seniority, in the event of a death in the immediate family. "Immediate family" shall be defined **as:** father, mother, husband, wife, child, brother, sister, mother-in-law, father-in-law, grand-parents, grandchildren, common law spouse, sister-in-law, brother-in-law, step child, step parent, foster child, foster parent.

Reasonable leave of absence shall be granted for travel and estate affairs, without pay and without **loss** of seniority. Up to two (2) additional days may be paid for from the employee's sick bank, with the approval of the immediate Supervisor or School Administrator.

- (b) **Up to** one (1) shift shall be granted without **loss** of salary or wages to attend a funeral, provided such employee has the approval of his supervisor. Additional leave without pay may be granted.

8.08 Jury/Court Leave

Employees required to serve as jurors or court witnesses shall be given time off, with full pay, while so serving, providing that the employee turns over to the Board any wages received for serving as a witness or juror.

8.09 Volunteer Emergency Response Personnel

An employee who has been identified to their immediate supervisor and/or school administrator as emergency response personnel and cannot report to work at his normal time because of an emergency, or who is called away from work because of an emergency, shall not suffer a loss of pay or benefits resulting from his volunteer duties, providing that employee turns over to the Board any wages received from his volunteer duties on that shift.

8.10 Canadian Citizenship

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

Section 3 – Long Term Leave

8.11 Political Leave

The Board shall allow a leave of absence, without pay, as required, to **any** employee who is elected to represent his riding as a Member of Legislative Assembly or Member of the House of Parliament. An employee, prior to standing for election to Regional District, Municipal or Hospital Board, shall apply to the School Board to discuss the level of leave that would be available. Should the employee's leave application **exceed** those discussed, the issue should be brought to a Labour Management Meeting for resolution.

8.12 Educational Leave

See Article 23 – Professional Development.

8.13 Military Leave

- (a) The Board shall allow a leave of absence, without pay, to any employee for Active Reserve Service in the Canadian Forces.
- (b) The Country being at war, the seniority of employees enlisting in the Armed Forces shall be continued provided that the employee returns to their employment with the Board within six **(6)** months of their discharge from the Armed Services.

8.14 General Leave

- (a)
 - (i) The Board may grant leaves of absence, without pay, for good and sufficient reason acceptable to the Board. Requests for such leaves shall be made in writing. An employee granted leave under this Clause will have the option of continuing benefit coverage by prepaying the entire **cost** of premiums on a monthly basis.
 - (ii) When a leave of absence is requested to enable the employee to accept other work with another employer or to run a private business, the request will be denied except where it can be demonstrated, to the satisfaction of the Board, that the granting of the leave will benefit the School District when the employee returns to work.
- (b) The length of benefit coverage may be restricted by the insurer (generally one **(1)** year).
- (c) Leaves granted under Clause 8.14 – General Leave of the current Collective Agreement will have **all** the benefits accruing under Clause 8.21 – Benefits During Leave, except that the holiday anniversary date will **be** advanced by the number of working days missed by the employee being on leave under Clause 8.14 – General Leave.

Section 4 – Maternity, Adoption, Parental and Paternity Leave

8.15 Maternity Leave

Upon written request, leave of absence without pay shall be granted in accordance with the Employment Standards Act for maternity leave.

Additional maternity leave without pay and benefits will be granted to the employee upon request provided such leave not to exceed one (1) calendar year. A request for maternity and extended maternity leave must be made at least four (4) weeks prior to the commencement of the leave.

The requirement for four (4) **weeks** notice **may** be varied **by** mutual agreement, understanding that special circumstances may occur that would preclude the ability of the employee to comply with this requirement.

Maternity leave is without loss of seniority and while no vacations are payable, upon her return the employee's absence shall count as part of her qualifying entitlement. The Board shall continue to pay the portion of premiums for all employee benefit plans for the period of the leave.

8.16 Adoption Leave

Upon written request, leave of absence without pay shall be granted in accordance with the Employment Standards Act for adoption leave as per the provisions of Clause 8.15 – Maternity Leave above.

It is understood that in most **cases** the four (4) weeks notice would be impossible to provide in cases of adoption.

One (1) day with **pay** will be granted to the parent (both if employed by the Board) for travelling to receive the child. Up to two **(2)** additional days for travel may **be** paid for from the employee's **sick** bank, with the approval of the immediate Supervisor or School Administrator.

8.17 Paternal Leave

Upon written request, leave of absence without pay shall be granted in accordance with the Employment Standards Act for paternal leave as per the provisions of Clause 8.15 – Maternity Leave.

8.18 Paternity Leave

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

8.19 Return to Work

When an employee decides to return to work after Maternity, Adoption or Paternal Leave, she will provide the Board with two (2) weeks notice. On return from leave, the employee **shall** be placed in her former position.

In the event that the position no longer exists, or the employee **is** no longer qualified or no longer physically able to perform substantially the duties of the former position, then the incumbent will exercise his/her bumping rights in accordance with the Collective Agreement.

Section 5 – Return from Leave

8.20 Assignment on Return From Leave

Upon returning from leaves under

- 8.05** – Union Leave – Long Term;
- 8:11** – Political Leave;
- 8:12** – Educational Leave;
- 8.13** – Military Leave;
- 8.14** – General Leave

the employee shall **be** returned to the position previously held. Should that position be no longer in existence the employee will exercise the bumping procedure under Clause **19.05** – Bumping When Lay-off Occurs.

Section 6 – Benefits During Leave

8.21 Benefits During Leave

Employees on leave under:

8.05 – Union Leave – Long Term

8.11 – Political Leave;

8.12 – Educational Leave

8.13 – Military Leave

8.14 – General Leave

have the option of continuing with the benefit coverage by paying the entire cost of the premiums on a monthly basis to the **Board**. During such leaves seniority **shall** accumulate and while no vacations are payable during the leave, upon **his** return the employee's absence shall count as part **of his** qualifying entitlement.

ARTICLE 9 - HOURS OF WORK

9.01 Schedule "B"

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

9.02 Variation of Hours of Work

The Board and the Union agree that the regular working week, together with the hours of work, may be varied by mutual agreement between the Board and the Union as may be required by conditions throughout the School District.

9.03 Hours of Work

Hours as established by the posting will be rounded up to the nearest quarter (1/4) of an hour (e.g. seventeen (17) hours and twenty-two (22) minutes per week will become seventeen and one-half (17 1/2) hours per week). Thus the daily hours may still reflect an odd number of minutes per day.

When the regular employee is replaced by a casual or temporary employee on a daily basis, the daily hours will not be rounded up to the nearest quarter (1/4) of an hour.

9.04 Minimum Hours

It is agreed that the Board will endeavour to establish positions as follows:

- a) **As** part-time regular positions become vacant or new positions created the Union and Board will meet to determine if that position can be combined with another to provide additional hours.
- b) The Union and Board will meet to review current positions that are less than four (4) hours to determine if any could be combined.
- c) Decisions to create positions of less **than** four (4) hours must consider needs of students and the ability of the District to operate in **the** most efficient manner.
- d) **No** employee currently working more than four (4) hours per day shall be reduced to accommodate this.

10.07 Asbestos

- (a) There will be a wage differential of two dollars (**\$2**) per hour paid to employees working in the presence of asbestos for levels 1 and 2, as determined by Workers' Compensation Board regulations.
- (b) **There will be** a wage differential of one half (1/2) of the employee's regular rate of pay paid to employees working in the presence of asbestos for level 3, as determined by Workers' Compensation Board regulations.
- (c) These are applicable only to hours worked where the employee is required to wear protective breathing apparatus, as required **by** the Workers' Compensation Board or the School Board.

10.08 Bus Driver/Trainer Premium

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

10.09 Tool Provisions

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

10.10 Hand **Tool** Allowance for Temporary/Casual Employees

- (a) An employee required to utilize his/her own hand (non-power) tools to perform work on buildings or grounds will be notified in advance **by** the Board and will be compensated with a tool allowance of **twenty-five** dollars (\$25.00) per week. The tools must be a full complement of hand tools normally required to perform the duties of **the** trade and must **be** in good repair and safe operating condition.
- (b) A **tool** allowance predetermined by mutual agreement **will be** paid to the individual worker where **the** Board requests the use of personal power tools to perform work. The tools must be in **good** repair and safe operating condition.

10.11 Clothing Allowance:

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

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

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

10.12 Replacement of Personal Items

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

10.13 Boot Allowance

Once each year the Board **will** issue each employee required to wear safety **boots** a cheque, following the Board receiving a receipt **of** purchase, for fifty percent (50%) of the **cost of** boots. Employees working on a temporary basis and required to wear **safety** boots will **be** reimbursed **on a** pro-rated basis. It **is** recognized **that** these employees must purchase and wear safety-toed boots.

10.14 Personal Vehicles

Employees may voluntarily use their vehicle for School Board business.

(a) Relating to Work

If the Board vehicle is not available, employees with authorization of their immediate Supervisor may use their own private, licensed motor vehicle to carry out their duties.

Travelling to and from work and to different assignments, if more than one position is held, is the responsibility of the employee.

(b) Transporting Students

Should an employee transport students in their personal vehicle, they must comply with the requirements of Board Policy.

(c) Payment

When employees use their own personal vehicle, mileage will be paid in accordance with current Board Policy.

Employees using their own vehicle will be covered under a blanket insurance program provided by ICBC and paid for by the Board. This will provide additional coverage over and above the coverage identified on the employee's certificate of insurance.

10.15 T-4 Slips

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

10.16 Dual Roles

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

10.17 Two (2) Posted Positions

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

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

10.18 Custodian In Charge

Custodian in charge of a one (1)-man school shall receive twenty-one cents (\$.21) per hour in addition to his regular rate of pay.

10.19 Chief Custodian In Charge

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

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

10.20 Leadhand

Persons required to direct work of others doing the same work:

- where required, the position will be established by mutual agreement between the Board and the Union,
- once established, ~~the~~ position will ~~be~~ awarded based on seniority and the ability to do the job,
- generally required to co-ordinate three (3) workers plus self. This number could vary dependent on size and scope of project and/or responsibility required,
- **will** direct **any** supervision concerns to the Manager,
- will be required to write informal reports but will not ~~be~~ required to write a formal report on an employee,
- minor co-ordination with other classifications.

A Leadhand shall receive not less than ten percent (10%) above the highest rated classification under his/her supervision.

10.21 Working Foreman/Transportation Co-ordinator

Working Foreman shall receive not less than eleven point ~~six~~ percent (11.6%) above the highest rated classification under his/her supervision.

10.22 Dispatcher

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

10.23 Contractor Licenses/Annual Permits

- a) Journeymen who are required by the Board to sign an annual permit for the School District will receive a sum of \$0.25 per hour in addition to their regular salary.
- b) When a renovation or construction project, undertaken by the Board utilizing Board employees, requires a permit beyond the scope of the Board's annual permit, Journeymen required by the Board to **use** their Contractor's license will receive \$0.50 per hour in addition to their regular rate of pay while working on that project.
- c) A journeyman who holds a recognized Diploma of Technology **in** his **field** of work that is required by the **Board** to utilize those qualifications (i.e. engineering or design that would not normally be **part of** the scope of work of a Journeyman) shall receive ten percent (10%) above journeyman rate for time worked during that period **of** time.

ARTICLE 11 - OVERTIME

11.01 Definition Of Overtime

Wheresoever in this Article, and elsewhere in **this** Agreement that the phrase "overtime worked" shall appear, it shall refer to and include all work performed before or after and as an extension of the regular hours of work comprising a shift, as set out in this Agreement, and shall be paid at overtime rates. When an employee is called out to work at a time other than his regular shift or extension thereof, he shall be paid a minimum of four (4) hours work at the base rate, or for the number of hours actually worked at the appropriate overtime rate, whichever *is* greater. The parties agree that an employee is entitled to be paid only one (1) call out per four (4) hour period.

11.02 Part-Time Employees

- (a) A part-time employee working less than the regular working hours per day or week shall be paid at overtime rates for hours worked beyond the individual employee's regular or normal working hours.
- (b) This does not preclude the Board from offering an employee holding a regular posted position of less than full time the opportunity to work more hours than his/her posting on an occasional basis up to full time at straight time rate of pay.
- (c) For the purpose of (b), employees in any classification will be able to work **up** to forty (40) hours before the application of the overtime provisions.
- (d) Clause 11.01 – Definition of Overtime **does** not apply to Paraeducators, who, when requested to participate in either curricular or **extra-curricular** activities will **be paid** at straight time for seven (7) hours and bank any additional hours at straight time **to a** maximum of an additional seven (7) hours per day.

11.03 Work on Statutory Holiday

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

11.04 Notice Of

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

11.05 Refusal Of

An employee has the right to refuse overtime, except in emergencies as determined by the Board, and the Board agrees that there shall be no intimidation or discrimination against any employee by reason of his refusal to work overtime.

11.06 Rates

As compensation for overtime worked, as hereinafter defined, employees covered by this Agreement shall be paid at the rate of time and one-half (1 1/2) **for** the first two (2) hours of overtime worked on a normal working day and double time (2) thereafter. Hours of overtime on consecutive days of rest shall accumulate and be paid at the rate of time and one-half (1 1/2) for the first four (4) hours and double time (2) thereafter.

Computation Of

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

11.07 Remuneration or Time Off

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

11.08 Banked Time

(a) Accumulation of Banked Time

The Board and the Union agree that, notwithstanding the provisions of Article 11 - Overtime, employees shall **be** permitted, annually, to accumulate *extra* time to a maximum of seven (7) regular shifts in lieu of payment, such leave to be equal to the appropriate extra time payment.

Banked time in this clause is defined as all time worked beyond or in addition to an employee's regular posted position either at straight or overtime rates.

(b) Employee Responsibility

Employees will indicate on their time sheet each pay period whether additional hours are to be paid or banked.

(c) Use of

Leave will be taken with the approval of the employee's Supervisor. Days not taken by June 30th each year will be carried over unless the employee requests that they be paid out on the last pay period of June.

11.09 Payment Of

As compensation for all work performed **outside the** recognized hours of work as set forth in this Agreement, whether by way of overtime worked or work performed commencing at a time other than the beginning of a regular **shift**, as defined in Clause 11.01 – Definition of Overtime, for outside rentals, employees shall be paid at the overtime rate and receive such payment on their regular pay cheque, which is received after such overtime **has** been reported. Payment for overtime shall be accompanied by an itemized statement. This clause is not applicable to bus drivers on extra-curricular runs.

11.10 Meal Allowance

Employees required to work more than one and one-half (**1 1/2**) consecutive hours beyond regular shift hours in any day shall **be** provided with a meal by the Board, or when meal facilities are not available, a payment for breakfast, lunch or supper in accordance with current Board policy, but no less than 2000 Board policy.

IC 12 - STATUTORY HOLIDAYS

12.01 Entitlement

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

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

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

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

Ten 10-month employees

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

12.02 July-August Premium

It is agreed that regular ten (10) month employees who work at any time during July and August will be paid a premium of four percent (4%) in addition to the regular hourly wage to compensate for the Statutory Holidays, Canada Day and BC Day.

12.03 Pro-Rated Statutory Holidays

Statutory Holidays for part-time employees or employees holding more than one appointment will be pro-rated.

12.04 Holiday During Regular Time Off

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

12.05 Overtime Provisions

For overtime provisions see Clause 11.03 – Work on Statutory Holiday.

ARTICLE 13 - VACATIONS

13.01 Definition

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

13.02 Entitlement

1. Employees who have not completed one **(1)** year of service will receive six **(6)** percent of their gross salary earned to date, if terminating prior to one **(1)** year of service.
2. Three (3) weeks after one **(1)** year continuous service.
3. Four (4) weeks after ~~six~~ **(6)** years continuous service.
4. Five **(5)** weeks after twelve (12) years continuous service
5. Six (6) weeks after nineteen **(19)** years continuous service
6. Employees will be **entitled** to receive one **(1)** additional day vacation per year for each year worked after twenty-two (22) years continuous service to a maximum of five (5) additional vacation days, E.g. Twenty-three (23) years equals six (6) weeks plus one **(1)** day.

13.03 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. This procedure is subject to the submission of the appropriate form to the Board Office one calendar week prior to vacation **start date**.

13.04 Ten (10) Month Employees

For the purpose of vacation entitlement for ten (10) month employees, ten (10) months of service shall equal one (1) year of service. The vacation entitlement will be credited in September of each year. Ten (10) month employees hired after September 1st will have their vacation entitlement pro-rated.

13.05 Temporary Employees

Temporary employees who obtain a regular posted position, without a break in their employment, will have their vacation entitlement begin on the first (1st) day of the uninterrupted portion of their employment. It is understood by the parties that seniority dates and vacation entitlement dates for regular employees will in most cases be different. The regular employee who falls into this category will have his vacation entitlement pro-rated in the first (1st) year due to the fact that for the said period of uninterrupted they have been paid their vacation entitlement.

13.06 Loss of Entitlement

For each period of thirty (30) consecutive days an employee is absent from work in the year preceding June 30 in any year, there shall be deducted from the vacation pay to which he would otherwise be entitled in the succeeding year under Clause 13.02 – Entitlement of this Article, one-twelfth (1/12) of such vacation pay, provided that, as regards employees qualifying under said Clause 13.02, of this Article, time spent on vacation for which the employee is paid under this Article, or time lost because of sickness, with pay, or accident shall be considered as time worked.

13.07 Use Of

Regular Employees

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

Clerical Employees

Clerical employees shall **take** their vacation during the regular school holiday periods of Christmas and Spring Break. Reference to Christmas and Spring Break holidays shall refer only to "ten (10) month" employees.

Ten (10) Month Employees

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

13.08 Vacation Time Requirements

The following shall apply where the Board has determined that a twelve (12) month employee is required to be replaced when absent for work due to vacation leave:

1. Vacation Scheduling

- (a) Employees will indicate their vacation leave preference to their Supervisor a minimum of ninety (90) days prior to the date they have requested.
- (b) The Supervisor will indicate their approval within seven (7) days of receiving the request.
- (c) An exception to the ninety (90) day minimum may be requested to meet special circumstances. Such approval will not be reasonably withheld.

2. Restrictions

- (a) Employees shall be limited to a maximum of one (1) week of vacation time while school is in session. The approval of such leave shall be subject to the availability of adequate trained replacement personnel.
- (b) An exception to the one (1) week limitation may be requested by an employee to meet special circumstances. The approval of such leave shall be at the sole discretion of the Board.

3. Classifications

The Board will provide a list of those required to be replaced.

13.09 Statutory Holidays

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

13.10 Illness During

Where an employee qualifies for sick leave, with pay, during his period of vacation, there shall **be** no deduction from vacation credits for such absence. The period of vacation **so** displaced shall either be added to the vacation period or reinstated for **use** at a later date, by mutual agreement. Employees will be **expected** to provide proof of illness during vacations by way of a letter from a doctor.

ART 14 - KEA

14.01 Definition Of

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

14.02 Accumulation Of

All regular and temporary employees shall be granted sick leave credit in the amount of one and one-half (1 1/2) working shifts accumulated in hours for each month worked from commencement of employment for regular employees and from the first day of qualification as a temporary employee. In any one (1) year where an employee has not received sick leave or only a portion of the accumulated credit, he shall accrue the unused portion, as a credit, to a maximum of one hundred eighty (180) working shifts. A deduction shall be made from the accumulated sick leave credit of all normal working shifts, exclusive of holidays, absent for sick leave as defined in Clause 14.01 – Definition Of of this Article. "Working shift" means any day on which an employee would normally work. Temporary employees will be paid sick leave on a pro-rata basis.

14.03 Proof of Illness

Sick leave, with pay, shall not be granted, nor shall payments continue until proof of such illness is filed with the Superintendent or designate, if proof has been requested during the period of illness.

14.04 Without Pay

Sick leave, without pay, shall be granted to an employee who **does** not qualify for sick leave, with pay, or who is unable to return to work at the termination of the period for which sick leave, with pay, would be granted under these regulations. **The** sick leave period shall be granted for one (1) year and **subject** to review if leave exceeds one (1) year.

14.05 Use of Sick Leave - On Call Employees

It is agreed by the parties that on-call employees will **be** entitled to access their accrued sick leave in accordance with the following guidelines:

- o If they have accepted a call and commenced work on their assignment.
- o The sick leave payment is based on the assignment they were working on at the time of their illness.

14.06 Payout Of

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

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

14.07 Record Of

A record **of** all accumulated sick leave credits will appear on the employee's pay slip. Upon request, **a** printed copy of the accumulated sick leave credits will be provided to the Union.

14.08 Workers' Compensation

An employee prevented from performing his regular work with the Board on account of an occupational accident that **is** recognized by the Workers' Compensation Board as compensable **within** the meaning of the **Act**, shall receive from the Board the difference between **the** amount payable **by** the Workers' Compensation Board and his regular salary.

In no case shall the net income of the employee exceed that which he would have received had the employee been at work.

14.09 Medical and Dental Appointments

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

14.10 Illness of Immediate Family Member

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

ARTICLE 15 - BENEFITS

15.01 Municipal Pension Plan

(a) All eligible employees **shall** participate in the Municipal Pension Plan of B.C. Regular part-time employees who work less than seventeen and one-half (17 ½) hours per week shall have the option of participating in the Municipal Pension Plan of B.C.

(b) Purchase of Contributory Time

Employees shall be allowed to purchase past contributory time with the following provisos:

- the entire cost (including the Board's share) of purchasing past service be borne by the employee;
- the past service requested be pre-approved by the Pension Commission;
- employees may request the Board to have the payment for past service **deducted** from their pay cheque with the understanding that all payments must be made within the **fiscal** year (July 1 – June 30) application is made. The Board may consider an extension to re-payment in special situations.

Note: **Eligibility** for Medical, Group Life, Dental, Extended Health and Long-Term Disability **is** as per Clause 15.10 - Benefit Summary.

15.02 Medical

Regular employees who have completed one (1) calendar months service within the previous twelve (12) calendar months may participate in the mutually approved Medical Plan. The Board **will** pay one hundred percent (100%) of the premium.

15.03 Group Life Insurance

Regular employees who have completed sixty-five (65) working shifts service within the previous twelve (12) calendar months shall participate in the Group Life Insurance Policy Payroll Deduction Plan. The Board will pay one hundred percent (**100%**) of the premium. This Group Life Insurance will provide coverage calculated at three times (**3X**) the annual basic earnings rounded **to** the next higher one thousand dollars (\$1,000), if not already a multiple **of** one thousand dollars (\$1,000). Maximum two hundred thousand dollars (\$200,000).

15.04 Payment of Employee's Share While on Sick Leave

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

15.05 Dental

The Board shall pay one hundred percent (**100%**) of the costs of a mutually acceptable Dental Plan. The plan coverage will be:

Plan A - one hundred percent (100%)

Plan B - **sixty** percent (60%)

Plan C - **fifty** percent (50%) – lifetime maximum of two thousand dollars (\$2000.00)

15.06 Extended Health

The Board shall **pay** one hundred percent (100%) of the cost of the Extended Health Benefits Plan.

- Vision Care coverage will be three hundred and fifty dollars (\$350.00) per family member per twenty-four (24) months.
- Eye Exams coverage will be one hundred dollars (\$100.00) per family member per twenty-four (24) months.
- Hearing aids will be covered up to three thousand dollars (\$3,000) every seven (7) years.
- Extra para-medicals will **also** be provided to a maximum of three hundred and fifty dollars (\$350.00) per year. This will include:
 Acupuncturist, chiropractor, osteopath, podiatrist, naturopath, speech pathologist and clinical psychologist.
- Wigs or hairpieces when required **as** a result of illness or injury to a lifetime maximum of five hundred dollars (\$500.00).

15.07 Long-Term Disability

The Board shall **pay** one hundred percent (100%) **of** the premium to maintain the current Long-term Disability Program. (Effective July 1, 2006)

15.08 Waiver of Benefits

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

15.09 Payment in Lieu Of

A regular part-time employee working less than fifty percent (**50%**) of a **full-time** position per **week** will be paid five percent (5%) gross pay in lieu of being provided benefits.

15.10 Benefit Summary:

Benefit	Who Is Eligible	When Eligible	Cost Sharing
Medical	Regular employees who work seventeen and one-half (17 ½) hours or more per week	The first (1 st) day of the month following date of appointment as a regular employee	100 % Board
Extended Health	(as above)	(as above)	100% Board
Dental	(as above)	(as above)	100% Board
Life Insurance (mandatory)	(as above)	65 working days from the 1 st day as a regular employee	100% Board
Long-Term Disability (mandatory)	15 Hours	65 working days from the 1 st day as a regular employee	100% Board

15.11 Benefits Trust

The **Board** and the Union **will** participate in the **Benefits Trust** provided there is no additional cost or liability to **the** Board.

The Parties have agreed to participate in the Public Education Benefits Trust (**PEBT**) and to place their dental, extended health and group life insurance coverage specified in this Article with the **PEBT**.

The Parties have further agreed to participate in the government funded "Core" long-term disability plan and the Joint Early Intervention Service provided through the PEEK

15.12 Provincial Long-Term Disability

The Board and the Union will participate in the Long-Term Disability Plan provided it is fully funded **by** the Government. Upon **the** implementation of **this** plan, **the** funding provided by the Board (as per Clause 15.07 – Long-Term Disability) will **be** available to the Union. The Union and the **Board** will meet as soon as practicable after implementation to determine how **these** funds will be **utilized**.

ARTICLE 16 - SENIORITY

16.01 Seniority List

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

16.02 Loss of Seniority

An employee shall only lose his seniority in the event:

- (a) He is discharged for just cause and is not reinstated.
- (b) He resigns and submits his resignation in writing.
- (c) He is absent from work in excess of two **(2)** working days without sufficient cause or without notifying the Board, unless such notice was not reasonably possible.
- (d) **He** fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall **be** the responsibility of ~~the~~ employee to keep the Board informed of **his** current address and telephone number. An employee recalled for casual work or employment of short duration at a time when he is employed elsewhere **shall** not **lose** his recall rights for refusal to return to work if the Board can find a suitable replacement.
- (e) He is laid off for a period longer than twenty-four (24) months.
- (f) Regular employees who have been laid off, work a total of sixty (60) shifts in the twenty-four (24) month recall period shall have their rights extended for an additional twelve **(12)** months. Failure **to** work sixty (60) shifts will result in the **loss** of seniority.

16.03 No Loss of Seniority

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

16.04 New Employee Probation Period

A newly hired employee shall be on probation for a period of sixty (60) **shifts** worked from the date of hiring. During the probationary period the employee shall **be** entitled to all rights and benefits of this Agreement unless specified otherwise. After completion of the probationary period, seniority shall be effective **from** the original date of employment.

16.05 Temporary Employees

A temporary employee's seniority shall commence on the first (1st) day of work in accordance with Clause 3.02 – Temporary Employees. Temporary employees qualify for fifteen percent (15%) payment on their gross pay to compensate for vacations (6%), statutory holidays (4%) and benefits (5%).

16.06 Promotions/Transfers/Demotions

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

Both parties recognize:

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

16.07 Transfer Outside of Bargaining Unit

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

16.08 Transfers

Employees may be transferred from one (1) school to another, if such a transfer is considered expedient by the Board in order to expedite the overall cleaning, maintenance or heating work in the School District for a period not in excess of sixty **(60)** days, and after consultation with the Union.

- (a) If an employee transferred on a temporary basis (sixty (60) working days or less) **is** required to travel out of the Municipality in which he normally works to effect such temporary transfer, the Board agrees to provide transportation for the employee from one Municipality to the other for the duration of the temporary transfer, or in lieu **of** providing such transportation, the Board shall pay such employee required to **use** their **own** means of transportation on the mileage rate set out in Board Policy for Trustees on School Board business.

- (b) Requests for permanent transfers may be initiated by an employee(s), the Union or the Board. They must be approved by mutual agreement.

ARTICLE 17 – JOB DESCRIPTIONS INCLUDING PAY EQUITY MAINTENANCE PLAN

17.01 Joint Committee

There will be a joint **Job** Evaluation Committee, made up of four (4) representatives from the Board and four (4) representatives from the Union.

Each party may have one (1) alternate.

17.02 Role of Committee

The role of the Joint Committee will be to review and make recommendations for new and revised positions. Either party may engage advisors to assist them in this process.

17.03 Process

(a) Revised Positions:

Where an employee or Supervisor believe that the duties and/or responsibilities of the position have changed, the proposed changes will be forwarded to the Joint Committee for review. Any changes to the job description and rate of pay will be set by mutual agreement of the parties to this Collective Agreement.

(b) New Positions:

Any new position created by the Board, shall have the job description and rate of pay set by mutual agreement of the parties to this Collective Agreement. In the event of Failure to agree the matter shall be resolved via the arbitration provisions of this Collective Agreement.

Failure to reach mutual agreement in (a) and (b) above shall be resolved by referring the issue direct to Arbitration as per the provisions of this Collective Agreement. Notwithstanding (a) above, all positions will be reviewed at least once every five (5) years.

17.04 On-Going Review

To ensure job descriptions are current and relevant, either Party may request, in writing, that a review take place as follows:

- (a) A maximum of three (3) to be under review at any one time. This number can be increased **by** mutual agreement.
- (b) The review will be initiated within thirty (30) days of the written request.
- (c) Where review of a position has not been requested within the five (5) year period, it will be the responsibility **of** the Joint Committee to complete the review.

17.05 No Requirement to Fill

The setting out of a **job** classification and accompanying wage rate in the wage schedule attached to this Collective Agreement shall not bind the Board to create or **fill** such position.

17.06 Pay Equity Agreement

The Memorandum of Agreement Re: **Pay** Equity, signed February 15, 1999 **is** meant to ensure that identified inequities in pay between male and female dominated jobs will not **be** increased. Therefore the Board and the Union agree to apply general wage increases in such a way that gender equity is maintained.

ARTICLE 18 - POSTINGS

18.01 Vacancies

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

18.02 Posting Content

Notice of posting shall contain the following information:

- Nature of work
- Required qualifications
- Knowledge, education and skills **required**
- Shift (days of week and hours of work)
- Area – as defined by job description
- Wage or salary
- Competition number
- Date** of posting
- Date posting closes

Qualifications may not be established in an arbitrary or discriminatory manner.

Applications must be in writing.

18.03 No Outside Advertising

No outside advertising for any vacancy will be placed unless mutually agreed until the applications of present employees have been fully processed.

18.04 Posting Period

Vacancies, if they are to be filled, or new positions, must be posted within ten (10) working days of the vacancy or **creation**.

Vacancies of less than thirty (30) worked shifts need not be posted.

18.05 Access to Postings

- a) Postings will be issued on Tuesdays and/or Thursdays.
- b) Postings will be distributed as follows:
 - faxed or emailed to a contact at each District site for display.
 - listed on the District Web Site (www.sd8.bc.ca)
 - recorded on the **District** posting line (Phone # **505-7099**)
- c) It will be the responsibility of employees to check availability of vacancies by checking one of the areas outlined in (b) above.
- d) Employees who will be absent and cannot access a telephone should contact the Manager of Human Resources (or designate) prior to leaving.

18.06 Temporary Vacancies

Temporary vacancies of thirty (30) worked shifts or more duration will be posted as temporary vacancies.

18.07 Notice of Return

If the temporary vacancy was created by a regular employee being absent due to illness or injury, the absent employee must give one (1) weeks notice of his return to work.

If the temporary vacancy was created by a leave of absence, the absent employee must give two (2) weeks notice of his return.

18.08 Preference

- a) In all **cases** of regular postings or temporary postings, regular employees having the required skills will **be** given preference over temporary employees and temporary employees will be given preference over casual employees from applications received.
- b) **If** an employee holding a temporary position is the successful applicant for another temporary position that **results** in a scheduling conflict, he would relinquish the first (1st) temporary position. An employee may not return to a previously held temporary position after accepting a subsequent temporary **position**.

18.09 Paraeducator Movement Restrictions

Paraeducators are encouraged not to move within the system, except in September of each year. When a vacancy exists in mid-term it will be posted and the successful applicant selected. If it is deemed that a mid-term move would be of significant detriment to the student, the successful applicant will be appointed to the position in June for placement in September of the new school year. Should a Paraeducator position become redundant or the hours reduced, the affected Paraeducator will be placed in a position of at least equivalent hours that would have the least impact on student learning. Consideration will **also** be given to the employee's personal circumstances. The affected Paraeducators would then exercise his/her seniority in June ~~to~~ select a position for the September following.

18.10 Maximize Hours of Work

While the parties recognize a need for and a preference on behalf of some employees for part time **shifts**, the Board **is**, however, encouraged to create positions or a combination of positions that allow employees to work up to the maximum number of hours. Where dual positions are established, Clause 10.16 – Dual Roles applies.

18.11 Posting for Long-Term Absence

- In the event of a vacancy occurring due to an illness, injury, or other reason this position will be posted as a temporary position pending the return of the incumbent to a maximum of six (6) months.
- If, after six (6) months, the incumbent has not returned, then this position will be re-posted as a regular position.
- If the incumbent is able to return to work at anytime, he will return to his former position, he will revert to his former wages or salary rate without loss of seniority. If the position no longer exists, the employee will be eligible to exercise his bumping rights in accordance with the provisions of this Agreement. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his former position, wage or salary rate, without loss of seniority or benefits.
- In the case of paraeducators, if the holder of a temporary position is not the successful applicant, the position will be awarded in September of the following school year (pursuant to Article 18.09). Exceptions may be approved by the Director of Student Services in consultation with the union.
- If the incumbent is returning to a paraeducator position that is deemed a significant detriment by both the Board and the Union the incumbent will not revert until September of the following school year.

In the case of paraeducators returning from a medical leave the incumbent's assigned hours will be guaranteed for the remainder of the school year through the call-out procedure or a job assigned by the Board.

In all other cases where the paraeducator was delayed a return to work until September will be provided work through the call-out procedure or through another job assigned by the Board. Exceptions may be approved by the Director of Student Services in consultation with the Union.

- In the event that the position no longer exists; or the incumbent is no longer qualified or no longer physically able to perform substantially the duties of the former position then the incumbent will exercise his bumping rights in accordance with the Collective Agreement.

18.12 Split Shifts

Definition: Any posted position that is not continuous from start time to finish time exclusive of the unpaid meal break.

There shall be no split shifts unless mutually agreed upon by the Union and the Board.

Bus Driver positions shall be a two (2) way split shift paid at a minimum of four (4) hours per day.

18.13 Trial – Change of Classification or New Assignment

NOTE: Reference to change of classification or new assignment refers only to appointments as a result of a Posting or in the case of a bump to a different classification.

The successful applicant shall be placed on trial for a period of thirty (30) **shifts** worked. The trial period may be extended by mutual agreement.

Conditional on satisfactory service, the employee shall be confirmed in the position after the period of thirty (30) shifts worked. An employee may revert to his former position at any time during the trial period by providing **five (5)** working days notice, in writing, to his immediate Supervisor.

In the event the successful applicant has difficulty with or proves unsatisfactory in the position at any **time** during the trial period, a committee comprising the Union and Board representatives will meet with the employee and the supervisor. The committee will review the circumstances **and can** recommend that:

- **The** employee be returned to his former position subject to the provisions **of this** Clause; or
- The trial be extended and assistance provided to the employee

If **the** employee returns to his former position for any reason, he **will** revert to his former wages or salary rate without loss of seniority. If the position no longer exists, **the** employee will be eligible to exercise his bumping rights in accordance **with** the provisions of this Agreement. Any other employee promoted or **transferred** because of the re-arrangement of positions shall also be returned to his former position, wage or salary rate, without loss of seniority.

18.14 Consideration for Promotion

Consideration for promotion will be given to the senior applicant who **does** not possess the required qualification or certification, but **is** preparing for qualification or certification prior to filling of the vacancy. Such employee **will be** given a trial period to qualify within four (4) months, unless otherwise mutually agreed, and to revert to **his** former position if the required qualifications or certifications are not met within such time. This clause shall not apply where certificates are mandatory for initial placement in the vacancy.

18.15 Notification of Staff Changes

Within the first week of each month, a listing of all successful applicants for postings issued the previous month will be posted to all bulletin boards. The Union shall be notified of all appointments, hirings, lay-offs, transfers, recalls and terminations of employment.

18.16 Employee Familiarization

- (a) Familiarization is defined as a short period of time to which an employee **is entitled** in order to acquaint himself with the particular details and routine of a new job.
- (b) Wherever necessary, employees new to a position will be given a minimum of one **(1)** shift with a qualified individual.

ARTICLE 19 – LAY-OFF AND RECALL

Section 1 – Lay-Offs

19.01 No Lay-Off After September 30th

The Board commits that there will be no C.U.P.E. staff lay-offs after September 30th of each school year provided that there is an understanding that staff could be transferred to other assignments of equal or greater hours, remuneration and classification during the balance of the school year. For example, should a Paraeducator assigned to a student on a one-to-one basis (e.g. autism) and the student should leave the District October 15th, the Paraeducator could be re-assigned to another position in the District including casual, relief or term assignments. This would be done in consultation with the Union and the employee(s) involved.

In any event this re-assignment will not impose undue hardship on the employees.

19.02 Reduction/Increase of Hours

- (a) Should the Board require a reduction of hours that would result in a twelve percent (12%) or more reduction of the incumbent's hours as of January 1, 1992, the employee has the following options:
- (i) accept the reduction and remain in the position
 - (ii) have the right to exercise his seniority to bump as per Clause 19.05 – Bumping and Clause 19.06 – Use of Bumping Rights
- If an individual has already been reduced by twelve (12%) percent or more, any further reduction after the date of ratification will allow bumping to occur.
- (b) Should a position be increased in hours in **excess** of twelve percent (12%) accumulative from January 1, 1998, the position shall be reposted. If the increase applies to Paraeducator position, Article 28 will apply.

19.03 Lay-Offs

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

Temporary Employees

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

Section 2 -- Bumping

19.04 Notification Of

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

19.05 Bumping

Regular employees will have the right to **bump**, bargaining-unit-wide, any employee with less seniority, providing they can adequately perform the **job**. The temporary employees, when lay-off occurs, will have **the** right to bump, bargaining unit-wide, any temporary employee with less seniority, providing they can adequately perform the **job**. In cases of displacement due to technological change refer to Clause 24.01 - Displacement Due to Technological Change.

19.06 Use of Bumping Rights

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

Section 3 – Recall

19.07 Recall

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

19.08 No New Employees

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

Section 4 – Miscellaneous

19.09 Benefit Premiums During Lay-Off

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

19.10 Lay-Off Grievances

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

19.11 Union Executive

In order that the operations of the Union will not become disorganized when lay-offs are made, members of the Executive Board of the C.U.P.E. Local and Chief Steward shall be the **last** persons laid off during their term of office, subject to job requirement.

The Executive Board of the C.U.P.E. Local consists of the President, Regional Vice Presidents (2), Secretary, Treasurer, Stewards - ten (10).

11.2 - GENERAL PROVISIONS

20.01 Preference for Disabled Employees

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

The issue of Duty of Accommodate has been referred to sub-committee for resolve (March 2000).

20.02 Home Care of Students

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

20.03 Indemnification

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

(b) Subsection (a) does not apply where:

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

20.04 Copyright Infringement

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

20.05 Merger/Amalgamation/Combination **with** Another School District

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

ARTICLE 21 - SAFETY

21.01 Definitions

- (a) WCB Regulations – means the latest Occupational Health and Safety Regulations (BC Regulations 296/97 as amended by BC Regulation 185/99) or any subsequent amendments to the regulations provided that they **are** equal to or exceed the above mentioned regulations.
- (b) Joint Site Safety Committee – means Joint Site Occupational Health and Safety Committee or Safety representative established at each school site as required in WCB Regulations Div. 4 – Joint Committees and/or Worker Representative.
- (c) Safety Advisory Council – means District Occupational Health and Safety Joint Advisory Council as described in Clause 21.03 – Safety Committee.

21.02 Statement of Intent

The Union and the Board agree to continue to consult and cooperate with each other on issues related to Occupational Health and Safety in striving to perfect safety measures **now** in effect.

The Union and the Board agree that the WCB Regulations shall be the governing document in matters of Occupational Health and Safety.

Matters other than **those** described by or (if permitted) variations of the above noted Regulations shall be by mutual agreement.

21.03 Safety Committee

Joint site Safety Committees shall be as described in Div. 4 Sect. 125 – 140 or any other applicable Division, Section or Subsection in the WCB Regulations.

The District Safety Officer shall establish a District Occupational Health and Safety Joint Advisory Council comprised of:

- C.U.P.E. – East Zone Safety Representative
- C.U.P.E. – West Zone Safety Representative
- N.D.T.A. – Safety Representative
- C.V.T.A. – Safety Representative
- Administrators Association – Safety Representative
- District Safety Officer
- Senior Management Representative
- Two (2) Trustees

This Joint Safety Advisory Council shall meet quarterly or as may be required or called for by any three (3) members. The meeting shall be chaired by a member elected by the committee. Minutes of meetings shall be recorded and filed with the District Safety Officer for access **by** the Workers' Compensation Board at any time during normal working **hours**. Copies of minutes shall be provided to all Safety Advisory Council members, Secretary of the Union and the person responsible for personnel relations.

21.04 Safety Committee Meetings

- (a) The Safety Committee shall hold meetings, as requested by the Union or by the Board, and all unsafe or dangerous conditions shall be taken up and dealt with at such meetings.
- (a) All Joint Site Safety Committee meetings shall **be** regularly scheduled at the current level (monthly).

21.05 Minutes of Safety Committee Meeting

All Site Safety Committee minutes shall **be** forwarded to the District Safety Officer and the WCB. Copies of minutes shall **be** sent to the Executive of the respective Unions and namely, C.U.P.E., N.D.T.A., C.V.T.A., Administrators Association and Senior Management.

The Joint Site Safety committee minutes format shall **be** developed by the Safety Advisory Council and shall be the same for all Site Joint Safety Committee meetings.

21.06 Work Alone

The employer will establish procedures to ensure the safety of employees who work alone or in isolation.

21.07 Employee Participation

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

21.08 New Equipment Orientation

- a) Machinery or equipment may only be operated by authorized persons.
- b) In order to be authorized to operate equipment or machinery a person must be adequately trained and able to demonstrate its safe operation.

21.09 Tools, Equipment, Clothing

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

21.10 Refusal of Unsafe Work

Both the Union and the Board recognize Refusai of Unsafe Work of the Work Safe BC Regulations and endorse the intent of this clause.

21.11 Safety Training

Time spent on Health and Safety courses approved by the Board should be considered as time worked and payment shall be on the basis of straight time only to a maximum of eight **(8)** hours per day.

21.12 Communicable Diseases

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

- (b) The Board provides any employee requesting vaccination for HIV, Hepatitis A, B, C, or any other vaccination recommended by the District Medical Health Officer.

ARTICLE 22 -- APPRENTICESHIP

22.01 Co-operation

The Board and the Union agree to co-operate in the establishment of an apprenticeship program to provide an opportunity for employees to gain career advancement in a specific trade.

22.02 Posting of Opportunity

If the Board, in consultation with the Union, identifies the need for an apprentice placement, the position will be posted. The most senior employee will be selected provided they can pass a pre-apprenticeship test administered by the Apprenticeship Board with a required passing rate of eighty percent (80%) and meet any other requirements as designated by the Apprenticeship Board.

22.03 Leave for Courses

Leave will be approved, without pay, for the apprentice for the purpose of attending full-time courses required under the apprentice program or the Board will allow the apprentice to time their vacation during this period.

22.04 Leave for Alternate Work

If the Board is unable to provide employment for the apprentice to enable them to complete their apprenticeship, leave without pay will be granted so that the apprentice can complete their program with another Employer.

22.05 Rate of Pay

The rate of pay will be identified as a percentage of the Journeyman's rate as follows:

1 - 6 months	60%	25 - 30 months	80%
7 - 12 months	65%	31 - 36 months	85%
13 - 18 months	70%	27 - 42 months	90%
19 - 24 months	75%	43 - 48 months	95%

If the apprenticeship is less than the above four (4) year program, the rate of pay percentages will be adjusted for the period of the apprenticeship.

22.06 Seniority

Employees selected **as** apprentices under this program shall accrue seniority while in the program.

22.07 Joint Committee

A committee comprising Union and Board representatives will **be** established should a vacancy for an apprentice program be identified to finalize any other matters relating to the apprenticeship that are required.

22.08 No Guarantee

An apprentice will not **be** guaranteed a position when they have obtained a certificate of proficiency, or a certificate of apprentice or journeyman certification in their designated trade. They will be able to exercise their seniority to bid on available positions. An employee who provides the training required by the Apprenticeship Board **to** an apprentice will be protected **from** the bumping process from that individual.

ARTICLE 23 -I DEVELOPMENT

Preamble

The Board and the Union agree to encourage upgrading of C.U.P.E. personnel and believe that this is a joint responsibility in relation to financing and commitment of time.

23.01 Educational Leave

- a) Educational leave, without pay, for up to one (1) year may be granted to an employee who wishes to participate in educational upgrading. This leave may be extended at the end of the term for up to one (1) additional year. Requests for such leave must be submitted, in writing, two (2) months prior to the effective date of leave.

Employees may request assistance for tuition or other related expenses in accordance with the Regulations to the C.U.P.E./Board Professional Development Fund.

b) Job Related

- (i) When the Board requires an employee to participate in educational upgrading as a requirement for their position, leave with pay will be granted. Reimbursement will include payment for all hours in attendance up to a maximum of eight (8) hours per day, at straight time, as well as registration and other approved expenses in accordance with Board Policy.

(ii) Courses of Instruction

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

23.02 Non-Instructional Days

Activities and training to take place on **NID** days will be pre-planned as far in advance as possible prior to the school year and will be developed in consultation with representatives of the appropriate classification.

Employees will be required to attend training or scheduled activities on NID days up to their normal hours of work.

If there are no scheduled activities or training arranged, or the employee does not wish to participate, their immediate Supervisor may approve job related duties for the shift. Attendance at training, scheduled activities or work assigned will be with pay and based on the regular hours of their normal shift.

With the permission of their immediate Supervisor, employees may elect to utilize vacation time, banked time or leave without **pay** on non-instructional days.

Groups of employees (e.g. bus drivers) with the approval of their Supervisor(s) may arrange for alternative methods of utilizing non-instructional days within the limits of this Collective Agreement, subject to mutual agreement between the Board and the Union.

Temporary and Casual employees will have the opportunity to attend training sessions/scheduled activities. If they are in a temporary posting they will attend with pay, or, may, with the approval of their immediate Supervisor be assigned work-related duties for the duration of their regular shift.

23.03 Professional Development Fund

The Board will, in co-operation with the Union, maintain a professional development fund, available for all employees within the bargaining unit.

The fund will be established at fifteen thousand dollars (\$15,000). The board will contribute sixty-five percent (65%) and the Union will contribute thirty-five percent (35%) and will be designated as twelve thousand (\$12,000) for individual employees and three thousand (\$3,000) for groups.

This fund may be increased by mutual agreement.

The fund will be administered by a committee comprising four (4) Union representatives and two (2) Board representatives.

Regulations for this fund will be based on those in effect as of July 1, 2004 and may be altered by mutual agreement between the Board and the Union.

ARTICLE 24 – TECHNOLOGICAL CHANGE

24.01 Definition

A change which through the introduction of equipment, materials or processes results in the loss of employment or substantially alters the nature of the work of one (1) or more regular employees.

24.02 Advance Notice

When the Board is considering the introduction of technological change, they will:

- (a) notify the Union in writing as far as possible in advance of its intentions and to update the information provided as new developments arise and modifications are made;
- (b) will provide the Union in writing at least one hundred and twenty (120) days before the introduction of a technological change with a detailed description of the project including:
 - (i) the nature of the change;
 - (ii) the date on which the Employer proposes to effect the change;
 - (iii) approximate number, type and location of employees likely to be affected by the change;
 - (iv) the effects the change can be expected to have on employees' working conditions and terms of employment.

24.03 Consultation

The Labour/Management Committee will meet within fifteen (15) days of advice by the Board that it plans to introduce a technological change. This Committee will work toward eliminating adverse effects on employees which might result from such changes.

24.05 Income Protection

An employee whose job classification is changed or who is transferred to another assignment by virtue of technological change will suffer no reduction in normal earnings until such time as the Agreement rate for his/her new position is equal to his/her actual rate of pay.

24.05 Bumping Rights

An employee who is displaced from his/her job as a result of technological change shall be given an opportunity to fill any vacancy from which they have seniority and which they have the qualifications and ability to perform. If there is no vacancy, they shall have the right to exercise their bumping rights in accordance with the Collective Agreement.

24.06 Training Benefits

Where new or greater skills are required by an employee to carry out his/her work in the District as a result of technological change than are already possessed by the employee, such employees shall, at the expense of the Employer, be given a period of time not to exceed ninety (90) days in which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no reduction in wage or salary rate during the training period of any such employee and no reduction in pay upon being reclassified in the new position.

24.07 Additional Training

If additional training time is required beyond the ninety (90) days provided for in Clause 24.06 – Training Benefits, additional training time shall be at the expense of the employee. However, the position available will be held for the employee for the period of time agreed on and provided the employee successfully completes the training program.

24.08 Training Period

The training period provided for in this Article shall be given during normal working hours whenever possible. Any time devoted to training due to technological change shall be considered as time worked.

Training programs will be developed in consultation with the Union and where applicable the manufacturers representative. When on-site training is necessary relief personnel **will** be provided for a reasonable period of time, **if** required.

24.09 No New Employees

No additional regular employees shall be hired by the Board until the employee affected by the change has been notified of the proposed technological change and allowed the ninety **(90)** days to acquire the necessary knowledge or **skill** to retain his/her employment.

24.10 New ~~ssificati~~

All new classifications or positions created as a result **of** technological change or current job classifications which are changed as a result of technological change shall be automatically included in the bargaining unit unless the Union and the Board mutually agree to exclude them. (See Article 17 – Job Descriptions Including Pay Equity Maintenance Plan)

24.11 Severance

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

ARTICLE 25 – RESIGNATION, DISCIPL IS

25.01 Just Cause

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

25.02 No Just Cause

Except in the case of dismissal for just cause, employees who have completed their probationary period shall be given fourteen (14) calendar days notice of termination of employment or two (2) weeks pay in lieu thereof.

25.03 Resignation

An employee voluntarily leaving the service of the Board shall be required to give the Superintendent or delegate fourteen (14) calendar days notice in writing of termination of employment.

25.04 Employee Right of Representative

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

25.05 Censure of Employee

Whenever the Board deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of, or omission referred to, or may follow if such employee fails to bring his work up to a required standard by a given date, the Board shall forthwith give written particulars of such censure to the Secretary of the Union. The employee will be accompanied by the Shop Steward.

25.06 Records of Offence

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

25.07 Access to Personnel File

An employee shall have the right, after reasonable notice, to have access to and review their personnel record and shall have the right to respond in writing to any document therein. Such a reply would become part of the permanent record.

Viewing of the file shall be on the employee's own time at either the School Board office in Nelson or a designated office in Creston. Viewing will be done in the presence of Management. The employee may be accompanied by a Union representative or may elect, in writing, to have a Union representative view the file on his behalf.

Any disagreement as to the accuracy of the information contained in the file may be subject to the grievance procedure and the eventual resolution thereof shall become part of the employee's record.

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

ARTICLE 26 - **I** **E**

26.01 Procedures

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

Stage 1

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

Stage 2

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

Stage 3

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

The meeting date will be established immediately upon receipt of the Stage 3 grievance. However, this **does** not preclude either party from attempting to **settle** the grievance while awaiting the meeting.

Stage 4

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

26.02 Abandonment

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

26.03 Board of Arbitration

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

26.04 Written Submission Requirement

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

26.05 Policy Grievances

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

26.06 Time Limitations

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

ARTICLE 27 - ARBITRATION

27.01 Consensual Mediation/Arbitration

If the parties mutually agree, the provisions of Section 05 of the Labour Relations Act (Consensual mediation-arbitration) may be invoked instead of the arbitration process contained in this Article.

27.02 Arbitrator

Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, Mr. Ready, or a substitute agreed to by the parties, shall at the request of either party:

- (i) investigate the difference;
- (ii) define the issues in the differences; and
- (iii) make written binding decision to resolve the difference within five (5) days of the date of receipt of the request and for those five (5) days from that date, time does not run in respect of the grievance procedure.

27.03 Governance of Officer

An officer named in accordance with this clause shall be governed by the provisions of this Agreement and shall not have the right to add to, delete from, to change, or make any decision inconsistent with the provisions of this Agreement. The decision of the officer shall be final and binding on both parties.

27.04 Resolution of Differences

Except where specifically provided otherwise by statute, the parties agree to abide by the provisions of Article 26 – Grievance Procedure and Article 27 - Arbitration as the only means of resolving any differences which may arise during the term of this Agreement. All employees except those discharged or suspended shall continue to work as usual without curtailment or restriction of normal production, and the Board shall not lock out the employees.

27.05 Expenses

Each party shall pay all expenses incurred in connection with the presentation and preparation of its own case. Chairman's expenses shall be shared equally.

27.06 Witnesses and Access to Board Premises

At any stage of the grievance or arbitration procedure, the parties may have the assistance ~~of~~ the employee(s) concerned as witnesses and any other witnesses, and **all** reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to any part of the Board's premises to view any working conditions which may be relevant to the settlement of the grievance.

27.07 Application of Clause 26.01 – Grievance Procedure

The procedure for settling disputes as set out in this Article shall be strictly adhered to, but where a dispute involving a question of general application or interpretation occurs, the Board and the Union may agree to by-pass Stages 1 and 2 of Clause 26.01 – Procedures ~~of~~ Article 26.

27.08 Time Limitations

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

ARTICLE 28 – I
PARAEDUCATORS/PARA TO SCHOOLS

28.01 Ethical Guidelines for Paraeducators

Ethical guidelines protect the relationships among parents, teacher and paraeducators and therefore support the students program.

Teachers are required to follow certain ethical standards of professional behavior. Paraeducators too, need guidelines for appropriate conduct in their work with teachers and students. The following points about confidentiality, staff relations, and assigned responsibilities provide a code of ethics to guide in situations we may encounter.

1. **Confidentiality:** Paraeducators must respect both student and school confidentiality. They should discuss a student's performance and problems only with those staff members serving the student. All parents' questions about their children should be directed to the teacher. The paraeducators should not question school policies in the presence of students or outside of the school, but can pursue his or her own personal concerns and inquiries through the school's designated channels. The paraeducators recognizes that a privileged relationship with pupils exists and refrains from exploiting that relationship for materials, ideological or other **advantage**.
2. **Conflict of Interest;** A conflict of interest is created when a paraeducators working with a child/youth in the school is employed by an outside agency to work with the same child/youth. An apparent conflict of interest will be considered by the Superintendent and his/her decision will be final.
3. **Staff Relations:** Paraeducators need to support the teaching methods and materials used by the supervising teacher, especially in the presence of students, parents, and other **paraeducators**. Any questions about methods or management must be directed privately to the teacher.

We advocate that any concerns regarding the performance and duties of a colleague must first be directed to that colleague and only then may the matter be directed, in confidence, to the appropriate officials for further action. Criticisms will be based on ethical issues and will be made without malice.

We will **take** care to distinguish between public statements and actions made as a private citizen and those made as a member of the paraprofessional group.

4. **Assigned Responsibilities:** Paraeducators should use methods of instruction and behavior management that are parallel to those of the teacher. Any methods other than those normally used must first be discussed with and approved with the teacher.

Some classroom tasks are outside the paraeducators responsibilities. The teacher alone has the legal responsibility to perform these classroom duties:

- establish instructional objectives for students
- determine when objectives have been met
- establish discipline procedures

5. **Case Manager.** The case manager must be informed of all significant developments regarding the student's program. As a member of the child-specific team, the paraeducators provides input for programming decisions.
6. **Professionalism:** We recognize the importance of constantly reassessing the ongoing growth of a child/youth and applying new approaches where needed.

We will encourage professional development opportunities to further develop our knowledge and skills and to update and enhance our understanding of all social and educational issues.

7. **Union Provisions;** The paraeducators adheres to the provisions of CUPE Local 748's collective agreement.
8. **Collective Strategies:** The paraeducators acts in a manner not prejudicial to job actions or other collective strategies of CUPE local 748.
9. **Constitution:** The paraeducators adheres to CUPE's National Constitution and CUPE local 748's constitution and bylaws.

28.02 Paraeducator Support to Schools

The intent is to provide equitable paraeducator support time to schools to maintain sufficient hours to support students' physical, emotional and educational needs.

The following guidelines depend on student needs and available funding as determined by the annual budget approved by the Board. The guidelines may be adjusted at the discretion of the Director of Student Services to provide flexible alternative means to support students.

1. Guidelines for School-Based Paraeducator Positions

Additional time required for students will be first assigned to the most senior Paraeducator on site for the remainder of the school year, subject to the requirements of the student and program.

The additional time would depend on a functional needs assessment completed by the Director of Student Services. This assessment to be completed as soon as practicable.

If additional hours/position is to be continuing, it will be posted prior to the end of the school year to take effect the following September.

2. Guidelines for Specialized Needs of Some Students

The School-based team, in conjunction with the Director of Student Services will establish the requirements for specialized needs of individual students.

3. Transitions

Where the Director of Student Services in consultation with the school-based team determines a need for a transition, it will be developed. This process will generally begin in the spring of the school year and will meet the needs of the individual student. If these needs are not met for the student or the Paraeducator more time will be allowed for familiarization. If the transition plan involves the same Paraeducator moving to the new school with the student, the matter will be referred to the standing committee.

The Standing Committee will be comprised of two management personnel and two union personnel. Others may provide additional information on specific student needs. The decision will rest with the Director of Student services.

Transportation assistance for the Paraeducator to participate in the transition plan will be provided by the Employer.

4. Timelines for Implementation of the School-based Positions

Effective June 1 of each year, (or as soon as possible) allocations will be provided to the school.

5. Attendance at School-Based Team Meetings

When required by the school administration to attend school-based team meetings, (including I.E.P. meetings) the paraeducator will be paid at straight time, if outside of their regular school hours. A paraeducator will be provided with **all** the necessary materials to carry out the instructional goals of the Individualized Education Plan (I.E.P.) depending on available funding as determined by the annual budget approved by the board.

6. Significant Detriment

- o The Director of Student Services will discuss the student support requirements with the school-based team.
- o Prior to determining significant detriment, the Director will discuss the situation with the Union.
- o Should significant detriment be determined by the Director, the Union may request that it be referred to the **Standing** Committee comprising two management personnel and two Union personnel. The final decision will rest with the Director of Student Services.
- o Should the Union dispute the invoking of Clause 18.09 Paraeducators Movement **Restrictions**, the parties agree that **the** issue will **be** referred to a mediator provided by the Labour Relations Board.

7. Disputes

Any disputes arising from this agreement will be referred to a mediator provided **by** the Labour Relations Board, who will remain seized in all **matters** relating to this agreement.

ARTICLE 29 - TERM OF AGREEMENT

29.01 Term

This Agreement shall remain in effect commencing July 1, 2006 through the period ending June 30, 2010.

29.02 Notice

Either party, may within the period of four (4) months immediately preceding the date of expiry of this Agreement, by written notice, require the other party to the Agreement to commence collective bargaining.

29.03 Agreement to Continue in Force


Where notice to amend the agreement is given, the provisions of this Agreement shall continue in force until a new agreement is signed.

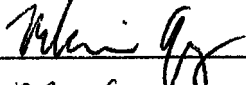
29.04 Changes in Agreement

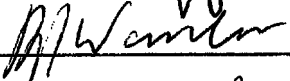
Any changes deemed necessary to this Collective Agreement may be made by mutual agreement at any time during the existence of this Agreement.

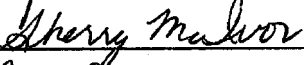
IN WITNESS THEREOF the parties have executed this Agreement under Seal this 30 day of June 2006.

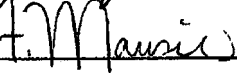
FOR THE BOARD:









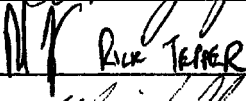


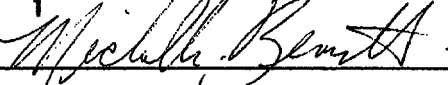


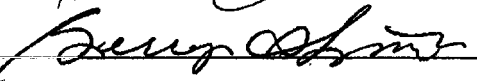
FOR THE UNION:

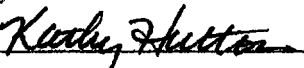












SCHEDULE "A"

CLASSIFICATION	July 1/06 2% 15.17	July 1/06 + \$.60	July 1/07 2% 15.47	July 1/07 + \$.60	July 1/08 2% 15.78	July 1/08 + \$.60	July 1/08 2% 16.10	July 1/09 2% 16.34	July 1/09 + \$.30
Chief Helper									
Noon Hr. Supervisor									
Labourer	*18.59		18.59		18.96		19.34		
Custodian	18.83		19.21		19.59		19.98		
Meal Program Worker									
Clerical Assistant	19.42		19.81		20.21		20.61		
French Language Tutor	20.07		20.47		20.88		21.30		
Library Resource Assistant									
Maintenance Worker									
Work Experience Facilitator	20.42		20.83		21.25		21.68		
Aboriginal Arts & Crafts Worker	20.98		21.40		21.83		22.27		
Auditorium Facility Operator									
Chef									
Data Entry Clerk									
Groundsman									
HVAC Operator									
Paraeducator									
Trades Worker									
Aboriginal Youth Worker & Liaison	21.28		21.71		22.14		22.58		
Backhoe Operator									
Bus Driver									
Physical Therapist Assistant									
Secretary									
Speech Language Pathology Assistant									
Youth & Family Worker									
Accounts Payable Clerk	22.45		22.90		23.36		23.83		
Information Technologist	23.62		24.09		24.57		25.06		
Payroll Clerk									

SCHEDULE "A"
(CONT'D)

CLASSIFICATION	July 1/06	July 1/06	July 1/07	July 1/07	July 1/08	July 1/08	July 1/08	July 1/09	July 1/09
	2%	+ \$.60	2%	+ \$.60	2%	+	+	2%	+ \$.30
Journeyman	25.16	25.76	26.28	26.88	27.42	28.02	28.02	28.58	28.88
Journeyman AV	25.16	25.76	26.28	26.88	27.42	28.02	28.02	28.58	28.88
Industrial "A" Gasfitter	26.59	27.29	27.83	28.43	28.99	29.59	29.59	30.18	30.48
Transportation Co-ordinator	28.02		28.58		29.15			29.73	
Student Services Co-ordinator									
Electrical & Alarm Systems Co-ordinator									
Mechanical Systems Co-ordinator									
Payroll & Benefits Co-ordinator									
General Operations Foreman	28.87	29.47	30.05	30.65	31.26	31.86	31.86	32.49	32.79

* red circled for two (2) years.

SCHEDULE "B" - Hours of Work

A. Normal shifts for all classifications shall be five (5) consecutive days with consecutive hours, Monday to Friday as listed below:

1. **Shifts:**

Day Shift - 6:00 a.m. to 5:00 p.m.

Afternoon Shift - 3:00 p.m. to 11:30 p.m.

Night Shift - 11:00 p.m. to 7:00 a.m.

2. During days when classes are not in session afternoon shift custodians will work dayshift upon approval from their site supervisor,
3. C.U.P.E. employees may choose to work during July and August for ten (10) hours a day for four (4) days or for eight (8) hours a day for five (5) days. The schedule chosen must be consistent throughout these months.
4. Half-time bus drivers shall be considered as four (4) hours per day, whether or not actual driving time amounts to this number of hours.

NOTE: Changes to posted hours are subject to the provisions of Clause 9.02 – Variation of Hours of **Work**.

5. **Coffee Breaks**

An employee whose shift is over three (3) to five and one-half (5 ½) hours per day is entitled to one (1) fifteen (15) minute paid coffee break. An employee whose shift is over five and one-half (5 ½) to eight (8) hours per day is entitled to two (2) fifteen (15) minute paid coffee breaks, one (1) in each half of the shift.

6. **Lunch Breaks**

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

7. Meeting/Consultation Time

- ◆ Consultation time and preparation time are included in the employee's shift.
- ◆ When consultative time is outside the regular shift, Paraeducator will be paid at straight time up to the completion of the seventh (7th) hour and then they will be paid overtime.
- ◆ Youth and Family Worker/Aboriginal Youth Worker and Liaison are expected to modify work schedules to accommodate consultations. Overtime will be paid after seven (7) hours worked.

8. Work Assignment

Because Paraeducator are assigned to a classroom they can expect to be assigned work when a specific child under their care is absent. When the absence is of a longer duration, a Paraeducator might be subject to reassignment or layoff. (Refer to Clause 19.01 – **No Lay-Off After September 30th**)

SCHEDULE "C"

Employees shall be classified as follows:

Aboriginal Arts & Crafts Worker

An employee in this classification provides instruction in traditional Aboriginal Arts and Crafts.

Aboriginal Youth Worker & Liaison

An employee in this classification provides support to identify Aboriginal students and their families in order that they may benefit more fully from educational programs.

Accounts Payable Clerk

An employee in this classification processes the Accounts Payable requirements in accordance with School District accounting policies and practices.

Auditorium Facility Operator

An employee in this classification provides administration, co-ordination and technical direction in the use of the Auditorium under the terms of the Board/Town Agreement as well as Board Policy.

Backhoe Operator

An employee in this classification operates the District's backhoe.

Bus Driver

An employee in this classification operates a school bus ensuring that the vehicle is in safe condition and in accordance with all the requirements of the Motor Vehicle Act and with Board Policy.

Chef

An employee in this classification plans, prepares and cooks a variety of nutritious hot lunches, with desserts, on a daily basis.

Chef Helper

An employee in this classification assists the Chef and performs such related duties as are assigned by the Chef.

Clerical Assistant

An employee in this classification provides a variety of general office routines.

Custodian

An employee in this classification is responsible for the cleaning, minor maintenance and security of a facility.

Data Entry Clerk

An employee who, under the direction of the Assistant Secretary Treasurer/Director of Finance, the Payroll Clerk or the Accounts Payable Clerk performs data entry functions in the Accounting Department.

Electrical & Alarm Systems Co-ordinator

An employee in this Classification co-ordinates the operation of the District's Electrical and Alarm Systems.

French Language Tutor

An employee in this classification assists students enrolled in the French Immersion Program to improve their language acquisition and assists in the preparation and delivery of educational materials.

General Operations Foreman

An employee who directs work to and co-ordinates the activities of employees working in the Operations Department.

Groundsman

An employee in this classification is responsible for the care and maintenance of all grounds and an effective pest and rodent control program. In the winter months the incumbent will perform maintenance duties in designated areas.

HVAC Operator

An employee in this classification operates and maintains HVAC equipment.

Industrial "A" Gasfitter

***No JD

Information Technologist

*** No JD

Journeyman

An employee in this classification does skilled work in the trade in which the Board requires the employee to be certified.

Labourer

An employee in this classification provides support services.

library Resource Assistant

An employee in this classification provides specialized support for the operation of school library/resource centres.

Maintenance Worker

An employee in this classification does semi-skilled work.

Meal Program Worker

An employee in this classification ensures that meals are ordered from the supplier and distributed to students within the designated school.

Mechanical Systems Co-ordinator

An employee in this classification co-ordinates the operation of the District's Mechanical Systems.

Noon Hour Supervisor

An employee in this classification supervises students, including the organization of games.

Paraeducator

An employee in this classification is assigned to the school(s) school based team to provide specialized support for students (generally with special needs) as directed by the Principal.

Payroll & Benefits Co-ordinator

An employee who, under the direction of the Assistant Secretary Treasurer/Director of Finance, supervises the preparation and distribution of payroll for all Teaching and Non-Teaching personnel, ensuring that all regulatory and contractual requirements relating to payroll and benefits are maintained.

Payroll Clerk

An employee **who**, under the direction of the Assistant Secretary Treasurer/Director of Finance, prepares and distributes the payroll for all teaching and non-teaching personnel ensuring that all regulatory and contractual requirements relating to payroll and benefits are maintained.

Physical Therapist Assistant

An employee in this classification provides physical therapy support for students with special needs.

Secretary

An employee in this classification performs a variety of administrative/financial and clerical duties.

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Student Services Co-ordinator

An employee who, under the direction of the Director of Student Services or designate, coordinates support services for students with special needs in accordance with Ministry of Education Special Education Policies, Procedures and Guidelines.

Speech Language Pathology Assistant

An employee in this classification provides Speech Therapy support for students with special needs.

Trades Worker

An employee who does skilled work.

Transportation Co-ordinator

An employee in this classification co-ordinates a variety of functions relating to the District's Pupil Transportation System.

Work Experience Facilitator

An employee in this classification develops and co-ordinates work experience placements and works in conjunction with the Career Education Teachers.

Youth and Family Worker

An employee in this classification provides support to students with behavioral, emotional and social disorders, through individual, family and group work.

APPENDIX "A"

RE: Curricular/Extra-Curricular Travel

1. Any violations of this Agreement will be subject to the grievance procedure with restitution being payment to the Union based on what the trip would have cost if taken by a C.U.P.E. driver.
2. The funding provided by the Board for curricular/extra-curricular travel be allocated to trips utilizing School District buses driven by qualified C.U.P.E. drivers. Any other trips will be funded from funds other than allocated by the School Board.

Monies raised by a school or received by donation may be utilized by the school to provide transportation in conjunction with the provisions of this Agreement.

3. The process for assigning driver to take curricular/extra-curricular will be as per the current practice.

4. Driving/Waiting/Preparation Time:

- (a) Driving time will be paid at the regular rate of pay for the first eight (8) hours driven in a day, and at one and one half (1 ½) the regular rate for all additional hours.
- (b) Waiting time shall be paid at the regular rate of pay as follows:
 - day trip – all hours that a driver is required to be away from the bus garage or regular parking area, that are not "driving time" unless specified elsewhere in this document.
 - Overnight trips (middle days) – to a maximum of four (4) hours/day.
 - **The** minimum time for a day shall be four (4) hours. All driving time, other than pre-trip, post-trip, and fueling time, shall be paid above and beyond the four (4) hour waiting time.
 - When driving time reaches four (4) hours, the four (4) hour waiting time shall be reduced by any further driving time. When driving time reaches eight (8) hours in this manner, all further driving and waiting time shall be paid at overtime rates.
 - To reduce waiting time, the trip Supervisor may release the driver when not needed for periods of three (3) hours or more, provided that the driver has accommodation to go to **OR SOME OTHER ARRANGEMENT**

through mutual agreement between the driver and the trip Supervisor. Calculation of this time shall be from when the driver reaches his/her accommodation until he/she must leave the accommodation to return to the venue (as per driver's log book).

- (c) Calculation or payment shall be from departure at the bus garage or regular parking area until return to that point, inclusive of pre-trip, post-trip and fuelling time.

5. Preparation of the vehicle as required and as follows:

- (a) Warm up, pre-trip inspections; a **MINIMUM** of fifteen (15) minutes.
- (b) Cleaning of the interior of the bus and post-trip inspection; a **MINIMUM** of fifteen (15) minutes.

These times may be extended for unusual circumstances with the approval of the Director of Operations,

Fuelling of the bus, when required, shall be paid as on-duty time.

For the purpose of calculating driving time versus waiting time, these times shall be considered driving time.

- 6. Drivers will be entitled to receive a per diem meal allowance in accordance with Board per diem policy if the trip exceeds three (3) hours, the driver is away over a meal time and has not been provided with a free meal acceptable to the driver.

Meal times shall be designated as follows:

Breakfast	6:00 A.M. to 7:00 A.M.
Lunch	12:00 Noon to 1:00 P.M.
Supper	5:00 P.M. to 6:00 P.M.

To be eligible for a meal allowance, a driver must also be away for the entire time allotted for a meal.

Drivers will not be eligible to receive this meal allowance if the trip is within a fifty (50) km. radius of the following points of origin:

Creston	Meadow Creek	Slocan
Yahk	Crawford Bay	Salmo
Kaslo	Nelson	Playmore Junction

This limitation will not apply if the trip is out of School District boundaries.

Any time spent by the driver eating a meal shall not be charged (minimum on half hour/meal), this time shall include any time traveling to or from the meal allocation during waiting time.

7. On trips exceeding twelve (12) hours, drivers will be provided with a suitable rest area. As it is preferable for the driver to rest prior to commencing the return trip, it is not necessary that the twelve (**12**) hours expire before a room is made available. Hotel or motel accommodation will be billed to the school.
8. A room will be provided to the driver for any overnight trip. Eight (8) consecutive uninterrupted hours will be provided for sleeping time.
9. All school bus trips must be reported to the Transportation Co-ordinator at the respective bus garages at least seventy-two (**72**) hours prior to the commencement of the trip. The Transportation Co-ordinator will forward a copy of the application to the Union. It is understood; by the parties that there may be situations that arise where seventy-two (72) hours notice is impossible.
10. Transportation arranged by the schools may utilize the following mode of transportation:

School District owned school bus with qualified C.U.P.E. drivers will be used except in circumstances as indicated below:

- (a) Commercial licensed carrier under the provisions of the Motor Vehicle Act and approved by the Transportation Supervisor, provided that such trips exceed forty-eight (**48**) hours, to a maximum of eighteen (**18**) trips per year. This refers to carriers such as Greyhound, Dewdney, etc.
 - (b) Secondary school students may be transported by private vehicles if all of the following requirements are met:
 - a maximum of four (**4**) vehicles are used
 - a maximum of seventeen (**17**) students are carried per event per school
 - the vehicle(s) and driver(s) meet current Board Policy.
 -
 - (c) Elementary school students may be transported by private vehicles if all of the following requirements are met:
 - a maximum of thirty (30) students per event, travel within the School District boundaries
- or

- a maximum of thirty (30) students per event within seventy-five **(75)** km radius of the school.

The employer will forward to the secretary of the Union, by the 10th day of each month, a report detailing use of private vehicles, as follows: date, origin, destination, event, number of vehicles and number of students. Any use of private vehicles in violation of **(a)** through **(c)** above may **be subject** to the grievance procedure within forty (40) days of receipt of this monthly report.

- II. The provisions of this document can be varied **by** a Standing Committee comprised of two (2) Union representatives and two (2) Management representatives. **Any** school/individual must request a variance two (2) weeks in advance of the anticipated trip. The Committee will be empowered to authorize variations given the situation, location of the school and other pertinent factors. Such an agreement to be by consensus and confirmed in writing. Decisions will be made "without prejudice". The Committee may call on other personnel for advisement.

APPENDIX "B"

SCOPE OF WORK AGREEMENT

This Scope of Work Agreement outlines the type of Capital work our crew will **do** and the process we will use in relation to this.

1. Projects cannot exceed \$250,000.00 in total. The Ministry of Education requires us to tender any project over this amount. This **does** not mean that there will not be aspects **of** projects in excess of \$250,000.00 which can be done by our crews (e.g. alarm systems, computer wiring, grounds, millwork, etc.). This would be identified at the time of tender of **the** major project and excluded from those tenders.
2. When approvals are received from the Ministry of Education for Capital projects (generally in the spring of each year) or when requesting emergent funding for a **specific** project, a **meeting** will take place with Management and Union representatives to discuss the project, **identifying** those that will be handled by the **crew**, those that will be tendered and **determination** made as to what supervision will **be** required on the project. In relation to **supervision**, it is hoped there will be **an** opportunity for **as** many **staff** that are qualified and **desirous** to have the opportunity to supervise a project.
3. Pre-construction meetings for planning and determining manpower requirements will take place. These will include Management, the person or persons responsible for supervising the project and key workers from specialty trades whose input will be required during the planning stages of the project (e.g. plumber, electrician, etc.) During these meetings the following areas will **be** reviewed.
 - availability of **staff** in relation to the amount of work that **is** required **and** in relation to the number **of** projects **that** will be undertaken;
 - the work undertaken cannot affect the quality of maintenance **service** to **the** schools;
 - consideration **as** to what type of equipment is required to **do** the job and its availability, either through our supply or by rental;
 - specifications and standards will be reviewed;
 - assurance that **warranty/guarantees** are not jeopardized **by** not

having qualified tradesmen complete the work;

- hours of work for the project will be determined.

Note: an inventory of expertise within our staff and equipment we have available throughout the District will be developed.

4. Once the project is underway, ongoing site meetings (at least weekly) will be held with the project Supervisor. These will include tracking of costs as well as scheduling work.

5. A debriefing meeting will be held at the end of each project to analyze how the project went and determine what improvements we can make for the next project(s).

6. Asbestos removal projects will be discussed prior to determining whether they will be tendered or we will utilize our own forces. Type 3 removals will generally be tendered.

7. General Notes:

- specifications for tendered projects need to be developed to include training our **staff** on specialty areas such as controls on alarm systems so that we know how the system works, can troubleshoot and repair the system as required once it becomes our responsibility;
- when warranty work is done on any equipment in relation to a project a School District representative will be in attendance to monitor and learn the techniques and trouble shooting. It is expected that the person that will be required to maintain the system after the warranty period is over would be the person that is in attendance during this work;
- we will look at hiring manpower whenever practicable for trades that we **can't** cover (**hopefully** developing a list of people we can use on a continuing basis). These will have to be suitable employees and available to work within project time schedules as well as meet the requirements of regulatory bodies;
- we will look at different products that would eliminate the necessity to hire outside employees;
- **these** projects will be posted as site specific requiring successful

applicants to provide their own transportation. Callouts to work on these projects will be site specific as well and they will be required to provide their own transportation. Regular employees (e.g. electrician, plumber) who are required to do a portion of work on the **project will** start and finish their shift at the appropriate maintenance facility where they are stationed.

8. This Agreement will be a living document and will be reviewed and upgraded as required. Either party may request a review of any of the items in **this** Agreement at any time.

APPENDIX "C"

EMERGENCY CALL-OUT PROCEDURES (Facilities, Property or Equipment)

1. Types of Call-Outs:

- a. fire/intruder alarm
- b. other – which includes any damage to buildings or grounds that left unattended, will create major additional problems or further damage to the buildings or be a potential safety hazard.

2. Call-Out of Employees:

- a. Fire/intruder alarm:
The monitoring station will contact the designated employee in the appropriate zone (East or West).

The Board will designate a contact person in each area and will provide the necessary equipment and reimburse for any necessary expenditures – i.e. designated telephone line, etc. as approved by their Supervisor.

The contact person will determine if the facility needs to be attended.

The contact person in the East Zone will attend calls in the Creston area (Wynndel, Adam Robertson, South Creston, Erickson, Prince Charles Secondary, Canyon-Lister, Board Office, Maintenance, Day Care).

The contact person in the West Zone will attend calls in the Nelson area (Blewett, Gordon Sargent, Hume, Central, Trafalgar, Red Fish, A. I. Collinson, Rosemont, LV Rogers, Board Office, Maintenance, Outreach, South Nelson, Desk).

If necessary, the contact person in the Zone **will** call the appropriate employee(s) on the call-out list, in order of seniority and qualifications and **by** geographical area:

Lower Slokan Valley – Brent Kennedy, Mt. Sentinel
Upper Slokan Valley – W. E. Graham, Winlaw
Salmo – Elementary and Secondary
Kaslo – J. V. Humphries
Meadow Creek – Jewett

Crawford Bay
Yahk

If further support is required, the contact person or the called out employee must first check with the Director of Operations in the Zone for authorization. In the absence of the Director of Operations, the Superintendent or delegate will be called.

In many cases a call-out will not be required. The contact person in the Zone will make that determination and will be indemnified from any action arising from the determination. The contact person will be reimbursed for one (1) call-out every nine (9) alarm calls they receive that they **do** not have to attend.

In the absence or unavailability of either of the two (2) contact persons, the Board will identify backup for both the Nelson and Creston area.

3. Other:

When a problem occurs at a school or site that is identified by an Administrative Officer, Teacher, Custodian or other employee, the process will be to call the Director of Operations of that Zone, or in their absence, the Superintendent or delegate.

The Director of Operations in the Zone (or the Superintendent or delegate) will dispatch the appropriate personnel, by seniority and qualifications, to deal with the situation.

If the person dispatched identifies a need for additional personnel, prior to proceeding, he/she will first check with the Director of Operations in the Zone for authorization. In the absence of the Director of Operations, the Superintendent or delegate will be called for authorization.

These call-outs will be arranged by area similar to the fire/intruder alarm process above.

4. Employees wishing to be placed on the emergency call-out list will be required to complete the call-out registration form and if the employee is requesting consideration for emergency call-out in an area other than their posted classification will be required to provide information regarding their qualifications, training and experience.

If an employee selected for the emergency call-out list will not be available for call-out for a period of time, she/he will notify the contact person in the Zone.

Procedures for personnel to follow when attending a potential intrusion at a school/site will be drafted, provided to all employees on the emergency call-out list and posted at all worksites.

APPENDIX "D"

CALL-OUT PROCEDURES

PURPOSE: This procedure has been developed to streamline the process of calling employees for casual work in a fair, equitable and cost efficient manner. The intent of this procedure is to offer casual work on a seniority basis to qualified employees for work of less than thirty (30) shifts in duration to allow them to:

- ◆ increase their earnings (extra hours, higher rate, etc)
- ◆ more favorable working hours
- ◆ gain experience in another area they are qualified in.

DEFINITIONS:

"Call-OW An offer of casual work over and above regularly assigned hours up to full-time equivalent or to replace employees who are absent due to illness, leave, vacation or other similar circumstances.

This call-out procedure is not intended to include any overtime work, except for in some special situations that arise that may necessitate the **need** for the called out employee to work in excess of FTE hours provided that the regularly assigned **staff** are not able to work the overtime.

Scheduled overtime and emergency call-out overtime will be handled under a separate call-out procedure.

"Layoff": Refers to those employees laid off with re-call rights.

"call-out Committee" A Committee comprising two (2) Union and two (2) Management representatives that will settle issues and differences that arise from this procedure.

CALL-OUT LISTS:

Call-out **lists** will be developed for each classification in the following geographical area of the School District:

Nelson (includes the North Shore and Blewett)

Slocan Valley (includes Playmore, Winlaw and Slocan)

Creston (includes Erickson, Canyon and Wynndel)

Kaslo/Meadow Creek
Crawford Bay
Salmo
Yahk

"Who Can Participate!":

Employees holding posted positions provided:

- the work is in a classification other than their posted position
- work in their own classification if the work provides an increase in hours and/or rate of pay

All other employees, by seniority and ability to perform the duties of the job.

"How To Get On The Call-Out List":

Complete the Call-Out Registration Form and forward it to the Board Office in Nelson. If an employee wishes to be called for work other than her/his posted classification, he/she will be required to provide information on his/her qualifications, training and experience.

An employee can register on as many lists as she/he wishes, provided she/he has the qualifications.

The employee has the right to indicate refusal to a specific school and/or assignment by indicating on the Call-Out Registration Form.

Once registered, if the employee wishes to alter any of their registrations with regard to geographical area, specific school and/or assignment, or to be removed from a geographical list, she/he will do so in writing to the Board at any time. The Board will change the information within ten (10) days of receipt of the request.

Once the completed Call-Out Registration Form has been received, Management has ten (10) days from receipt to up-date the list(s).

If, after the initial start up phase of this process is completed, an employee submits the completed Call-Out Registration Form, she/he will not be permitted to displace an employee already assigned.

Management will be responsible for organizing and maintaining the lists as well as distributing them to supervisory staff and the Union (Secretary and all Stewards).

**"What Qualifications/
Training are Required:**

The qualifications and training will be as required by the current job description for each classification. Where this work includes the operation of special equipment (backhoes, tractors, etc.) the employee must be checked out by the Supervisor of that department regarding the safe operation of this equipment, prior to being placed on the list. This provision must be completed within ten (10) working days of receipt of the completed Call-Out Registration Form provided equipment is available.

**CALL-OUT
PROCEDURE:**

Employees will **be** called by seniority in the following order:

- a. regular employees "including laid off employees"
- b. temporary employees
- c. casual employees

Employees will **be** contacted as **soon** as the need is known. If two **(2)** or more positions are available at any time, the most senior employee on the **list** will be given **the** choice **of** positions.

Once a call-out has been accepted, **the** individual **is** expected to remain on the assignment until:

- ◆ **the** incumbent returns; or
- ◆ after four (4) shifts is replaced by an employee with more seniority; or
- ◆ the position **is** filled in the posting process.

"Types of Call-Outs":

Call-outs will be categorized as follows:

- a. day to day (1 to 4 shifts)
- b. weekly (5 to 29 shifts)

NOTE: shifts refer to consecutive days

Positions that are known to be or anticipated to be thirty (30) shifts or more will be **posted** as required by the Collective Agreement.

Vacancies of four (4) shifts or **less** will be filled in order of seniority from the call-out list by employees provided the work will not interfere with their posted position(s). Note: An exemption from the provision of interfering with posted positions is made to Regular Part-Time School Bus Drivers who are eligible to take Extra and Co-Curricular trips, provided it does not place them into an overtime position.

If the vacancy is known to be beyond four (4) shifts or extends beyond four (4) shifts, it will be filled in order of seniority from the call-out list. Once an employee accepts a position they must remain in that position until the assignment is complete.

Should the vacancy identified in this clause run beyond four (4) shifts, the position will be offered to employees for the fifth (5th) – twenty-ninth (29th) shifts, in order of seniority from the call-out list.

Vacancies of five (5) to twenty-nine (29) shifts will be filled by employees who will be called in order of seniority from the call-out list.

Work site Supervisors with more than one (1) employee qualified to fill the vacancy will offer to shift personnel to cover vacancies of four (4) shifts or less. If there are no qualified employees on site, the vacancy will be filled in order of seniority from the call-out list. Note: worksite is defined as a school or facility for all classifications except Bus Drivers and Maintenance personnel. The worksite for Maintenance workers is the site they are dispatched from regularly. The worksite for Bus Drivers is where their bus is domiciled and does not refer to a school or facility.

Call-out will be based on the following criteria:

- ◆ positions of four (4) or more hours will be replaced for a minimum of four **(4)** hours
- ◆ positions of less than four (4) hours will be replaced for the positions approved hours
- ◆ split shift driving positions will be replaced a minimum of two (2) hours per segment
- ◆ day trip callouts shall be a minimum of two **(2)** hours unless the trip is an extension of a shift
- ◆ positions vacant due to absences for union business
 - vacancies due to CUPE paid leave will be replaced for the duration absence
 - vacancies due to Board paid union leave, replacement will occur for absences over two **(2)** hours
- ◆ IEP Meetings for Paraeducators and Youth and Family Workers shall be a minimum of two (2) hours.

Special considerations may be required regarding special **needs** students in relation to replacement for these purposes. When the call-out registration form is received and the Board has a requirement for special considerations and/or concerns, the issue will be referred to the standing committee for resolve. The committee has four (4) days to meet and resolve the issue.

"Refusals":

Employees who verbally refuse three (3) **consecutive** call-outs for other than acceptable reasons, shall be dropped from the call-out list. Acceptable reasons would include, but not be limited to: illness, home children care, **distance** to the call-out point more than 100 km, round trip, already working.

Employees **who** are dropped from **the** call-out **list** for refusing call-outs as outlined above, will be returned to the **list** after three (3) months. It is the employee's responsibility to request the return.

Employees who will not be available for a period of time are required to advise the dispatcher and have the responsibility to advise when they will again **be** available.

"Marshalling Points":

Marshalling points for trades and labour positions will be the respective Maintenance Shops to which the individual is assigned. Unless an alternate site is mutually agreed to between the Board and the Union for projects such as large construction projects.

For all other positions it will be at the site that has the vacancy. Employees from other geographical areas may fill these positions at no additional cost to the Board.

"When May I Expect To Receive a Call-Out":

For most positions, call-outs will generally be made between 7:00 a.m. – 9:00 a.m. each day.

For afternoon shift custodians, call-outs will generally be made by 12:00 noon each day.

"General Note":

We have tried to consider all possibilities in relation to this procedure.

If problems or issues arise regarding this 'working document' they will be referred to a standing committee for resolve. The committee will meet within four (4) days of a request to deal with an issue.

Call-Out Registration Form – to be completed and mutually agreed on.

APPENDIX "E"

Notes Relating to Collective Agreement

1. Frozen Accumulated Sick Leave was provided to employees who were employed by the former school District No. 86 (Creston-Kaslo) prior to June 30, 1985 when the District moved to a Short Term Sub Leave Plan. The balance of these credits will be carried over to the new School District No. 8 (Kootenay Lake). The provisions of Article X, **Section 1 (b) (i), (ii) and (iii)** of School District **No 86** (Creston-Kaslo) Collective Agreement expiring on September 30, 1996 shall continue to apply until the last credit is used or paid out.

2. Severance Payment – former School District No. 86 (Creston-Kaslo) employees:

It is agreed that Article XII, Section 2(a), (b) and (c) of School District No. 86 (Creston-Kaslo) Collective Agreement which expired on September 30, 1996 shall continue to apply to the following employees under the condition they retire on or before their sixty-fifth (65th) birthday. It is understood that this amount shall replace any severance payment that may apply to these employees at the time of retirement. These employees shall not be eligible for any additional severance payments:

Sandra Reid

Doris Corbeil

3. Federally Funded French Monitor

Prior to application for this bi-annual grant being made, the parties **will** meet and agree on the conditions. It is understood that the conditions may be in part dictated by the Federal Government.

LETTER OF UNDERSTANDING NO. 1

between

C.U.P.E. LOCAL 748

and

**THE BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 8 (KOOTENAY LAKE)**

RE: Job Sharing

Employees may make application to share one (1) position. This request must be made, in writing, to the Board with a copy to the Union.


The Board, in situations where it is in the best interest of students and employees, may request consideration of a job sharing arrangement.

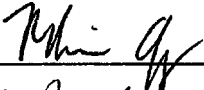
On receipt of such a request the Board and the Union will meet to review the application.

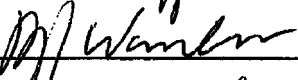
Approval of any request will be by mutual agreement.

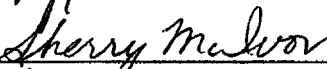
Either **the** Board or the Union may cancel the arrangement by giving thirty (30) **days** written notice to the other party and the employee(s) involved.

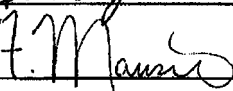
FOR THE BOARD:



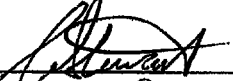


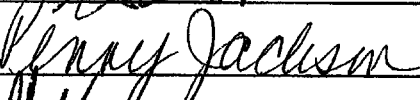


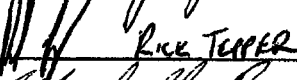





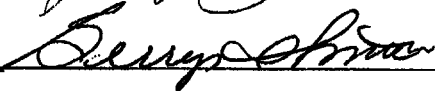
FOR THE UNION:

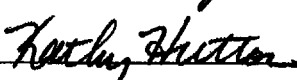












DATE: June 30, 2006

LETTER OF UNDERSTANDING NO. 2

between

C.U.P.E. LOCAL 748

and

**THE BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 8 (KOOTENAY LAKE)**

RE: Workload Review

The Board is prepared to sign a Letter of Intent that would outline a process for a study for workload issues based on the following considerations:

- Committees comprising representation from C.U.P.E., supervisory staff (A.O.s) where appropriate and senior management be established for each of the work areas to be considered. These committees would be similar to the Custodial Advisory Committee currently in place.
- The Committees would review the work areas and recommend targets that would relate to the requirements of those positions.
- While undertaking this study, the committee will identify work required in a priority fashion in each of the areas to be studied and develop expectations for the areas that will be understood by all parties in relation to current staffing allocations.
- The Board will strive to work towards levels identified with the understanding that there are budget limitations in current funding levels and there may be other internal/external influences that could impact what is done.

.../2

120

Page 2

Letter of Understanding #2 cont.

FOR ME BOARD:

Ronald
Mike P
By Wensler
Sherry Mulvor

DATE:

f. M. Munn

Revised and renewed : 2006

FOR THE UNION:

Stewart
Lenny Jackson
W. J. Rice
Michael Beath
George Brown
Kathy Hutton

LETTER OF UNDERSTANDING NO.3

between

C.U.P.E. LOCAL 748




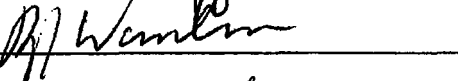
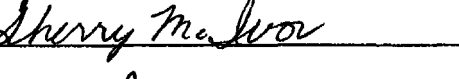
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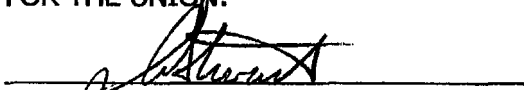

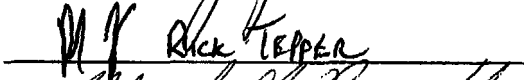
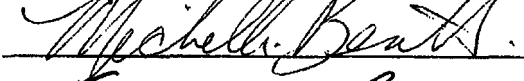


**THE BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 8 (KOOTENAY LAKE)**

RE: Clerical Assistance – Summer Months

The parties agree that when clerical assistance is required at schools or other School District facilities during the months of July and August that the **following** process will be used:

- The work will **be** offered to the person at the site that currently performs that **work**; or
- If that person declines the work, it will **be** offered to the most senior qualified Secretary at the site; or
- To each of the next most senior qualified Secretaries at the site until the offer of work is accepted; or
- Should **no** one at the site accept the offer of work, to the most senior qualified Secretary on the area Call-Out list; or
- To qualified Secretaries on the Call-Out list in order of seniority until the offer is accepted.

F. Mausio
FOR THE BOARD:






FOR THE UNION:







DATE: June 30, 2006

Revised and renewed : 2006

LETTER OF UNDERSTANDING NO.4

between

C.U.P.E. LOCAL 748

and

**THE BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 8 (KOOTENAY LAKE)**


RE: Article 15.10 Benefit Summary

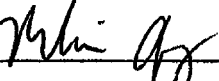
This letter of understanding clarifies the payment of the premiums for the Long-Term Disability Plan.


The parties recognize **and** agree that the Long-Term Disability **Plan** is a component of the Provincial Education Benefits Trust. The LTD Plan is funded 100% by government and that ~~is~~ the meaning of "100% Board" in the fifth row of the fourth column of the chart.

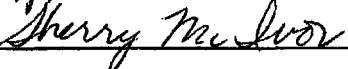
In the event that government should cease to fund the Long-Term Disability **Plan**, the maximum obligation of School District No. 8 would be for twenty-five percent (25%) of the premium costs, the balance would become the obligation of the employees.

FOR THE BOARD:





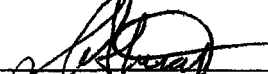


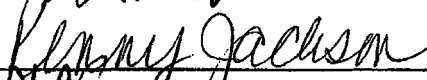


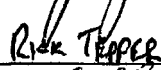
DATE: June 30, 2006

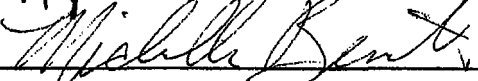

Revised and renewed : 2006

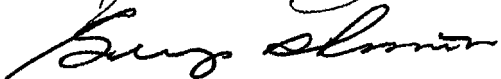
FOR THE UNION:

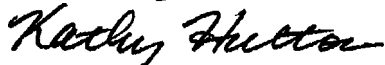












LETTER OF UNDERSTANDING NO.5

between

C.U.P.E. LOCAL 748

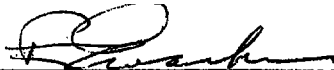
and

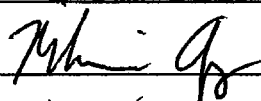
**THE BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 8 (KOOTENAY LAKE)**

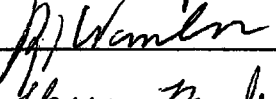
RE: Provincial Letter of Understanding


It is hereby agreed between the two parties, that the Letter of Understanding between BCPSEA/School Districts/K-12 Support Staff Unions achieved May 22, 2006 (attached) constitutes a part of this agreement.

FOR THE BOARD:

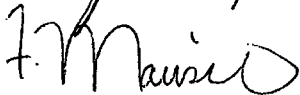




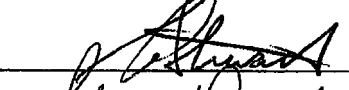


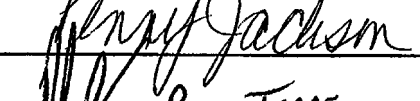


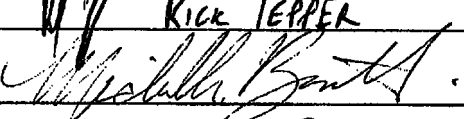
DATE: June 30, 2006

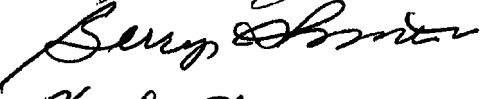


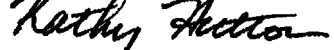
FOR THE UNION:





Rick TEPPER






Letter of Understanding (LOU)
Between
BC Public School Employers' Association
And
School Boards who are Signatories to this LOU
And
Support:Staff Unions who are Signatories to this LOU

The parties to this Letter of Understanding are the BC Public School Employers' Association (BCPSEA), school boards who are signatories to this LOU, and the support staff unions who are Signatories to this LOU.

The terms set out below represent a full and final settlement of all outstanding cost issues between the parties who are signatories to this LOU. All outstanding cost demands not specifically addressed below are deemed to be withdrawn.

Subsequent to the execution of this document, the local parties will prepare and execute a Memorandum of Agreement incorporating the terms set out herein, together with any other non-cost issues agreed to between the parties,

It is understood and agreed that the obligations of school districts set out in this Letter of Understanding shall be of no force and effect unless a collective agreement has been reached by the affected local parties prior to June 30, 2006, and subsequently ratified.

Term

July 1, 2006 to June 30, 2010

General Wage Increase

July 1, 2006 2%

July 1, 2007 2%

July 1, 2008 2%

July 1, 2009 2%

Incentive Payment

Should the parties conclude an agreement by June 30, 2006 and the settlement is subsequently ratified, each bargaining unit member who is an employee of the School District at the earlier of the date of ratification or June 30, 2006 shall be eligible to receive a one time lump sum incentive payment.

The following principles for distribution shall guide the parties in the distribution of this one-time funding:

- The incentive payment shall be up to \$ 3,700 for each full-time equivalent employee and shall be pro-rated for part-time employees.
- For the purpose of the determination of the amount of the incentive payment, a full-time equivalent employee is an employee who worked on a full-time basis for the period of July 1, 2005 to June 30, 2006. For the purposes of this payment, "full-time" means the greater of 35 hours per week or the definition of "full-time" employee set out in the collective agreement. If ratification occurs prior to June 30, 2006, the incentive payment would be based from September 1, 2005 to the date of ratification. The incentive payment for an employee who worked less than full-time over this period shall be pro-rated for the fraction of full-time work over this period that the employee worked.
- The onetime payment is subject to normal statutory deductions.
- Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's incentive payment:
 - maternity or parental
 - short-term disability
 - long-term disability that commenced within the twelve (12)-month period ending on the incentive eligibility date
 - leaves granted to employees in receipt of workers' compensation benefits

The incentive payment shall be paid to employees as soon after the **date** of ratification as is practicable for the institution to determine and pay the payment amounts to employees. The employer shall make every reasonable effort to make the incentive payment to employees no later than June 30, 2006.

Subject to the allocated funding above, the local and the district may also choose to allocate the funds in a manner consistent with the district's staffing structure.

Public Education Support Staff Skills Enhancement, Apprenticeship and Workforce Adjustment Committee

1. The parties agree to establish a Support Staff Skills Enhancement, Apprenticeship and Workforce Adjustment Committee which shall consist of four (4) representatives of support staff unions who are signatories to this LOU, and four (4) representatives of BCPSEA.
2. By no later than September 30, 2006, the Committee shall develop specific criteria to be used in allocating the funds provided to it under this Letter of

Understanding, including **the** processes and deadlines under which Districts and local unions may jointly seek to access funds held by the Committee, These processes will include a requirement that Districts and local unions seeking to access the funds provide the Committee with:

- a. an employee demographic analysis; and
- b. **a** human resource plan which provides for the development and maintenance of a qualified and sustainable support staff workforce.

In the event the Committee cannot agree on any of the matters within **its** jurisdiction, these matters will be referred to Mark Brown for mediation and, if, necessary final adjudication.

Skills Enhancement and Retraining Funding

3. The Committee will be provided with a one-time payment equal to a province-wide maximum of \$3,000,000, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with \$1.5 million), These monies will be used to support skills training, retraining, or professional enhancement for support staff employees.
4. The funding will be available to all support staff **employees** whose support staff unions become signatories to this Letter of Understanding.
5. Upon request, **the** Committee shall provide to the **Ministry** of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided,

Apprenticeship Opportunities Funding

6. The Committee will be provided with a one-time payment equal to a maximum of \$3,000,000, pro-rated based on the support staff **salary** expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with \$1.5 million), These monies will be used to facilitate and support apprenticeship opportunities in British Columbia school districts.
7. The funding will be available to all support staff employees whose bargaining agents become signatories to this Letter of Understanding.

8. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided,

Apprentice Sponsor Funding

9. The Committee shall be provided with funding in the following maximum amounts, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with 50% of the funding set out below), to provide a wage increase to all employees with Trades Qualifications:

July 1, 2007	\$828,000
July 1, 2008	\$828,000
July 1, 2009	\$828,000

10 It is understood that employees with Trade Qualifications will provide guidance and support to apprentice employees as directed by their employer.

11. The funding will be available to all support staff employees whose bargaining agents becomes signatories to a Letter of understanding containing the terms and conditions outlined herein.
12. The amount of the wage increase shall be determined by dividing the available monies in each year equally between employees with Trades Qualifications in signatory bargaining units,
13. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner as prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided,

Workforce Adjustment Committee Funding

14. The Committee will be provided with a one-time payment equal to a maximum of \$4,000,000, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures

in the Province become signatories to this LOU, the Committee will be provided with \$2 million). These monies will be used to facilitate and support workforce adjustment issues arising from non-routine and fundamental restructuring within a given school district, including shared services and regionalization. Any unused portion of the money from this fund will be reallocated (in the discretion of the Committee) to either the Skills Enhancement and Retraining Fund and/or the Apprentice Opportunities Fund,

15. The funding will be available to all support staff employees whose bargaining agents become signatories to this Letter of Understanding.
16. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

Labour Market Adjustment Fund

17. Subject to the approval of the Committee, a district may address demonstrated recruitment or retention issues that can be objectively determined with reference to specific criteria, including:
 - i. Demonstrating evidence of recruitment or retention difficulties;
 - ii. Providing relevant market data that specifically includes employers likely to recruit from the public sector employer and employers that the public sector employer has recruited from;
 - iii. Identifying which occupations and the number of employees that will be **affected** by the adjustment;
 - iv. Identifying options for the size of the market adjustments, and identify the risks associated with each of the options; i.e. collective bargaining;
 - v. Demonstrating that the employer **has provided** significant training to employees in an occupation, and that a business case can be made for an adjustment,

Adjustments proposed under this paragraph must be funded through demonstrable cost neutral trade-offs.

18. In addition, the Committee shall be provided with Labour Market Adjustment funding in the following maximum amounts, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support **staff** unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with 50% of the funding set out below):

July 1, 2007	\$1,656,000
July 1, 2008	\$828,000
July 1, 2009	\$828,000

19. The funding will be available to all support staff employees whose bargaining agents become signatories to this Letter of Understanding.

20. In order to access the funding set out in paragraph 18 above, districts and locals ~~must~~ make joint application to the Committee and must demonstrate that the funding sought will be used to address recruitment and retention issues on the basis of the criteria set out in paragraph 17 above. The provision of this funding will be subject to the approval of PSEC.

21. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

22. The continuation of the Labour Market Adjustment Fund beyond July 1, 2009 shall be determined during the next round of collective bargaining between the parties.

Trades Adjustment

23. The Committee shall be provided with funding in the following maximum amounts, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with 50% of the funding set out below), to provide a wage increase to all employees with Trades Qualifications:

July 1, 2006	\$1,656,000
July 1, 2007	\$828,000
July 1, 2008	\$828,000

24. The amount of the wage increase shall be determined by dividing the available monies in each year equally between employees with Trades Qualifications in signatory bargaining units,

25. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

Liaison on Education Policy Matters

27. The Minister of Education will establish scheduled opportunities for representatives of support staff unions to discuss education policy matters that have employment implications for their bargaining unit members.

Education Assistants Committee

28. During this round of collective bargaining, representatives of the support staff unions raised concerns with educational assistants working hours and not being paid.

29. The parties agree to establish an Educational Assistants Committee which shall consist of two (2) representatives of support staff unions who are signatories to this LOU and two (2) representatives of BCPSEA by no later than July 1, 2006. The committee shall investigate and make recommendations concerning this issue, including directions for resolution to Districts and locals.

Long Term Disability and Joint Early Intervention

30. Employers whose bargaining units become signatories to this LOU and who are not currently members of the Public Education Benefits Trust (PEBT) shall become members of the PEBT (including the operation of the Joint Early Intervention Service). It is understood that Government will provide the PEBT with funding in the maximum amount of \$7.9 million dollars annually for this purpose, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the **maximum** financial commitment of Government shall be \$3.95 million). Subject to the above, funding will be provided on the first **business** day after July 1, 2006, and on the first business day after January 1 in each calendar year **commencing** January 1, 2007. The parties further agree that in order to access the government funded LTD plan and the Joint Early Intervention Service they shall place their dental, extended health, group life insurance and, where applicable, accidental death and dismemberment benefit coverage as soon as the PEBT is able to take on this responsibility.

31. Once the PEBT is able to do so, the parties agree that they will participate on the following conditions:

- a. **If** there is no penalty clause in the current contract(s) with existing benefit carrier(s)/consultants, **as** soon **as** possible; or
- b. **If** there is a penalty clause, the benefits will be transferred when the current contract(s) expires.

32. The Parties agree that any references to specific benefit carriers providing the benefits identified above will be effective only until the date of participation in the benefits trust.

Fiscal Dividend

33. Each Memorandum of Agreement shall include a Letter of Agreement for a Fiscal Dividend Bonus.

THE PARTIES AGREE AS FOLLOWS:

Having agreed the term of the Collective Agreement to be from July 1, 2006 to June 30, 2010 a Fiscal Dividend Bonus may be paid from a one-time fund (the "Fund") generated out of monies, in excess of \$150 million, surplus to the BC government, as defined in the Province's audited financial statements, for the fiscal year 2009-10.

1.0 Fiscal Dividend:

- 1.1 if fiscal dividend funds are determined to **be** available, upon receipt of funding from the government, a **fiscal dividend will be paid to employees as** soon as practicable for the school district to calculate the individual payment amounts and distribute the funds.
- 1.2 The quantum of the Fund accessible for the parties to this agreement will **be** based on the Province's audited financial statements **as** at March 31 2010.

The Fund will be determined **as** follows:

- i. The calculations will **be** based on the surplus, **as** calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus **is** in excess of \$150 million,
- ii. Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.


- iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus; i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.
- iv. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.

1.3 Each bargaining unit member who is a regular employee of the School District on March 31, 2010 shall be eligible to receive the Fiscal Dividend Bonus.


1.4 The fiscal dividend payment shall be an amount as described in clause 1.2 above for each regular full time equivalent employee and shall be pro-rated for regular part time employees. For the purpose of the determination of the amount of the fiscal dividend payment, a full time equivalent employee is a regular employee who worked on a full time basis for the period September 1, 2009 – June 30, 2010. The fiscal dividend payment for a regular employee who worked less than full time over this period of time shall be pro-rated based on the actual straight-time hours worked as a percentage of full time hours. Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's dividend payment:

- All leaves with pay
- Maternity and parental leave
- All unpaid medical leaves that commenced between July 1, 2009 and June 30, 2010


The undersigned parties have agreed to the terms of this letter of understanding:


On behalf of BC Public School
Employers' Association

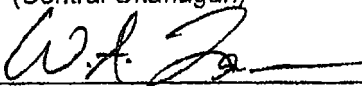
May 22/06
Date


On behalf of Canadian Union of Public
Employees

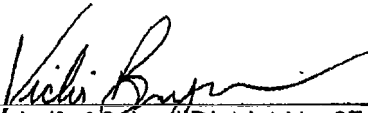
May 22/06
Date


On behalf of School District No. 23
(Central Okanagan)

May 22/06
Date


On behalf of CUPE, Local 3523

May 22/06
Date


On behalf of School District No. 37
(Delta)

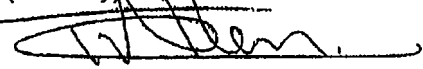
May 22/06
Date


On behalf of CUPE, Local 1091

May 22/06
Date


On behalf of School District No. 41
(Burnaby)

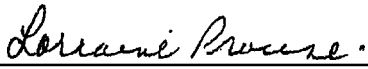
22/5/06
Date


On behalf of CUPE, Local 379

22/5/06
Date

On behalf of School District No. 57
(Prince George)

May 22/06
Date


On behalf of CUPE, Local 3742

May 22/06
Date

D. Koch
On behalf of School District No. 62
(Sooke)

May 22/06
Date

[Signature]
On behalf of CUPE, Local 459

Date

Joan Axford
On behalf of School District No. 63
(Saanich)

May 22/06
Date

[Signature]
On behalf of CUPE, Local 441

Date

[Signature]
On behalf of School District No. 71
(Comox Valley)

May 22, 2006
Date

Janice Wright
On behalf of CUPE, Local 439

May 22, 2006
Date


[Signature]
On behalf of School District No. 79
(Cowichan Valley)

May 22/06
Date


[Signature]
On behalf of Canadian Union of Public
Employees, Local 606

May 22/06
Date

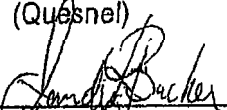
The undersigned parties have agreed to the terms of this letter of understanding:


On behalf of BC Public School
Employers' Association

May 22 / 06
Date


On behalf of School District No. 28
(Quesnel)

May 22 / 06
Date


On behalf Construction, Maintenance
and Allied Workers', Local 2545

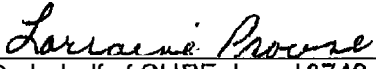
May 22, 2006.
Date


On behalf of School District No. 57
(Prince George)

MAY 22 / 06
Date


On behalf of Construction, Maintenance
and Allied Workers', Local 2106


May 22 / 06
Date


On behalf of CUPE, Local 3742

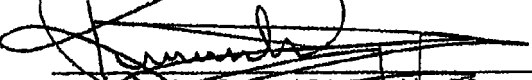
May 22 / 06
Date


On behalf of School District No. 59
(Peace Rive)

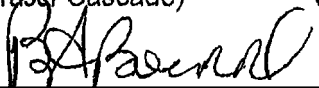
May 22 / 06
Date


On behalf of Construction, Maintenance
and Allied Workers', Local 1237

May 2 / 06
Date

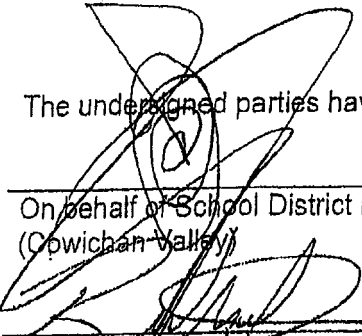

On behalf of School District No. 78
(Fraser Cascade)

May 22 / 06
Date


On behalf of Construction, Maintenance
and Allied Workers', Local 2423

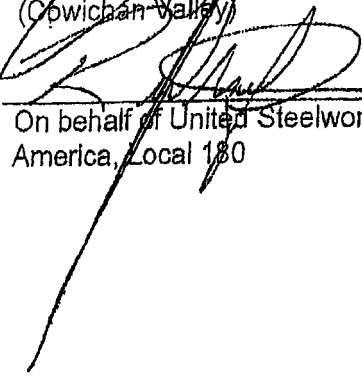
May 22 / 06
Date

The undersigned parties have agreed to the terms of this letter of understanding:



On behalf of School District No. 79
(Cowichan Valley)

MAY 22/06
Date



On behalf of United Steelworkers' of
America, Local 180

May 22/06
Date

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