

School District No. 74 (Gold Trail)

COLLECTIVE AGREEMENT

Parties to the Agreement:

**The Board of School Trustees
School District No. 74 (Gold Trail)**

(hereinafter referred to as “The Employer”)

and

Canadian Union of Public Employees (Local 173)
(hereinafter referred to as “The Union”)

01 January 2004 - 30 June 2006



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PREAMBLE

The District and the Canadian Union of Public Employees (Local 173) recognize that the primary objective of the School District is to provide the best possible educational opportunities for all students of the District. Therefore, the District and the Union agree to work cooperatively within the terms of the collective agreement to achieve this objective.

1 - RECOGNITION AND NEGOTIATIONS

1.01 Recognition and Negotiations

The Employer or anyone authorized to act on their behalf recognizes the Union as the sole collective bargaining agency for its employees classified and covered by this Agreement. The Employer agrees to negotiate with the Union or anyone authorized to act on behalf of the Union, in any and all matters affecting the relationship between the parties to this Agreement.

1.02 No Other Agreement

No employee shall be required or permitted to make any written or verbal agreement with the Employer or the employee's representative which may conflict with the terms of this Collective Agreement.

2 - NO DISCRIMINATION

2.01 No Discrimination

The Employer agrees that there shall be no discrimination exercised or practised with respect to any employee by reason of race, colour, sex, creed, national origin, marital status, political, religious affiliation, age or disability, nor by reason of the employee's membership in a Labour Union and the employees shall at all times and in like manner act in good faith toward the Employer.

2.02 Sexual Harassment

- a. The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment. Therefore, the Union and the Employer agree to cooperate in resolving any complaints of sexual harassment which may arise in the work place.
- b. An employee may initiate a grievance under this clause at Step 2 of the grievance procedure. Grievances under this clause will be handled with all possible confidentiality and dispatch.

3 - EMPLOYER'S RIGHTS

3.01 Management, Operation etc. Vested with Employer

The management, operation, direction and promotion of the working forces is vested with the Employer, provided however that this will not be used for the purposes of discrimination against employees, nor be inconsistent with the provisions of this Agreement.

3.02 Selection and Discipline of Employees

The employer shall have the right to select its employees and to discipline or discharge them for proper cause, subject to the terms and conditions of the Agreement.

3.03 Criminal Record Check

All new employees shall be subject to a criminal record check.

4 - UNION SECURITY

4.01 Maintaining Membership

Every employee who is now or hereafter becomes a member of the Union shall maintain the employee's membership as a condition of employment. Every new employee shall, upon the commencement of the employee's employment, become a member of the Union as a condition of employment.

4.02 Work of the Bargaining Unit

Any person who is not in the bargaining unit for which the Union is certified shall not perform any work that is normally done by employees who are in the bargaining unit for which the Union is certified.

4.03 Community Volunteers and Work Experience Programs

The following understandings will govern the use of Community Volunteers and Work Experience Programs:

- a) The use of Community Volunteers and Work Experience Programs shall not have an adverse impact on the job security of the Bargaining Unit;
- b) The use of Community Volunteers and Work Experience Programs shall not displace in full or in part or reduce the hours of work of any member of the Bargaining Unit, nor will it affect the creation of new jobs in the Bargaining Unit;
- c) If a dispute arises under this Article, it will be referred to the grievance procedure under Article 13;

4.04 Union Dues

The Employer agrees to the compulsory check off of all Union dues and assessments. Said dues and assessments to be paid and deducted bi-weekly and forwarded to the Union Treasurer within ten (10) business days with a list of those paying dues, and the amount each pays.

4.05 Advise New Employees of Agreement

The Employer agrees to advise new employees that this Agreement is in effect and that the conditions of employment outlined in Article 4 "Union Security" apply. The Employer shall provide a copy of the current Collective Agreement to all new employees.

5 - JOINT COMMITTEES

5.01 Bargaining Committee

A bargaining committee shall be appointed and consist of not more than four (4) members of the Employer (and one alternate) as appointees of the Employer and not more than four (4) members of the Union (and one alternate) as appointees of the Union. The Union will advise the Employer of the Union nominees to the Committee. The following additional provisions apply to the committee:

- a. Each party to this Agreement shall have the right to have the assistance of a representative when dealing or negotiating with the other party.

- b. In the event of either party wishing to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement, however, such a meeting is to be held not later than ten (10) days after request has been given unless varied by mutual consent.
- c. All matters of mutual concern pertaining to rates of pay, hours of work, working conditions, collective bargaining, etc., shall be referred to the Bargaining Committee for discussion and settlement.
- d. Any Union representative on this Committee, or the employee's alternate who is in the employ of the Employer, shall have the privilege of attending meetings of the Committee held within working hours without loss of remuneration, provided that the Department Head has prior notice.

5.02 Safety Committee

There shall be a District Safety Committee comprised of representatives appointed by the Union, the Employer, and other employee groups. The number of Employer representatives shall not exceed the total number of appointees by the Union and other employee groups. Both parties in making their appointments shall be motivated by the need for selected people who will be best capable of promoting safety on the job.

5.03 Labour-Management Committee

A Labour-Management Committee shall be appointed and consist of not more than four (4) representatives of the Employer and not more than four (4) representatives of the Union. The Committee shall convene at the request of either party. The date, time and place of such meetings shall be by agreement of the parties and be held within two (2) weeks of said request.

Purpose of the Labour-Management Committee

The purpose of the Labour-Management Committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity.

6 - SENIORITY

6.01 Seniority

a. Definition

Seniority is the length of service with the Employer and, except as provided for in Articles 6.03 and 10.04 with respect to relief employment, shall originate from the original date of commencing work in a regular position.

The Employer shall maintain a seniority list of all members of the bargaining unit showing the date of each employee's seniority. An up-to-date seniority list as at December 31st each year shall be sent to the Union before January 31st of the following year. Copies of this seniority list will be posted on bulletin boards located in the Board Administration Office, the Maintenance Shop and all schools in the District.

Seniority shall operate on a bargaining unit-wide basis.

b. Seniority List

The parties agree that notwithstanding any provision of the collective agreement between them to the contrary there shall only be three seniority lists:

- i. a list of regular employees other than supervisors
 - ii. a list of supervisors
 - iii. a list of relief employees
- c. An employee employed solely in the capacity of a supervisor shall accumulate seniority on the basis of the number of hours worked as a supervisor or in a relief position from the original date of commencing work in a regular supervisory position.
- d. When a supervisor is the successful applicant to a regular non-supervisor position upon successful completion of the probationary period their seniority shall be effective from the date of commencing work in this position plus their seniority within the supervisor classification shall be converted and back dated to a calendar date based on the formula of one hundred and fifty two (152) hours worked being equal one (1) month of seniority, plus any days worked in a relief position within the preceding twelve months not already accounted for. The employee shall be moved to the regular employee seniority list.

6.02 Definition of Employees

- a. Regular Employees
Regular employees are those employees who have been assigned to a regular position and have completed probation in accordance with Article 6.03. This includes full and part-time employees.
- b. Relief Employees
Relief employees are those employees who are employed to relieve absent regular employees and for temporary workload relief.

6.03 Seniority for Regular Employees

Employees appointed to non-supervisor regular positions shall be on probation for a period of forty five (45) working days from the date of appointment. During this probationary period, employees shall be entitled to all rights and privileges of this Agreement except Clause 9.02 “Method of Making Appointments”, benefits and paid leaves. The employment of such employees may be terminated by the Employer at any time during this probationary period.

At the completion of the probationary period:

- a. a relief employee with seniority shall retain their seniority date and will be moved to the regular employee seniority list;
- b. a relief employee without seniority shall have his regular seniority effective from the date of commencing work in the regular position plus any days actually worked as a relief employee within the preceding twelve (12) months. The date of commencing work where relief work is to be counted shall be determined by backdating the number of working days equal to those actually worked by the employee to the date of commencing work as a regular employee.

6.04 Seniority During Absence

If an employee is absent from work because of sickness, disability, accident, layoffs, or leaves of absence approved by the Employer, the employee shall not lose seniority rights.

6.05 Loss of Seniority

An employee shall only lose the employee's seniority in the event:

- a. The employee is discharged for just cause and is not reinstated.

- b. The employee resigns in writing and does not withdraw within three (3) working days.
- c. The employee is absent from work in excess of three (3) working days without notifying the Employer unless such notice was not reasonably possible.
- d. After a layoff, the employee fails to return to work within five (5) working days 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 Employer informed of the employee's current address.
- e. If the employee is laid off longer than one (1) year or length of the employee's seniority up to a maximum of two (2) years, whichever is greater.

6.06 Seniority During Transfers to Supervisory and Other Positions Not Covered by this Agreement

If an employee is transferred to a supervisory position or any other position not covered by this Agreement and does not complete the ninety (90) calendar day trial period, the employee may be returned to the employee's previous position in the bargaining unit and any employee displaced by the employee's return shall revert to the employee's previous position.

If an employee is transferred to a supervisory position or any other position not covered by this Agreement and remains in the position beyond the ninety (90) calendar day trial period, the employee shall retain the employee's seniority in the position from which the employee was transferred; however, such an employee may not be returned to the employee's previous position in the bargaining unit if the employee's return shall cause another employee to be bumped as a result of the employee's return.

All employees in the above mentioned situations shall pay Union dues and accrue seniority during the ninety (90) calendar day trial period. Following the trial period, these employees shall not accumulate any further seniority.

7 - INFORMATION TO EMPLOYEES AND CORRESPONDENCE

7.01 Introduction to Union Representative

On commencing employment, the employee's immediate supervisor shall introduce the new employee to the employee's Union Steward or Representative.

7.02 Correspondence Between Union and Employer

The Employer agrees that any correspondence arising out of the Collective Agreement or incidental thereto shall pass to and from the Secretary Treasurer of the Employer and the Secretary of the Union.

8 - LAYOFFS AND REHIRING

8.01 Layoff and Rehiring Procedure

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of layoff, employees shall be laid off in the reverse order of their seniority provided that the employees who are retained are competent to do the job.

8.02 Layoff Definition

Layoff shall be defined as the elimination of a position or a reduction in the number of hours. In the event the employee cannot accept an increase in hours, then the employee shall be laid off and the position posted.

The parties agree that employees employed to relieve absent regular employees and for temporary workload relief shall not be considered as being laid off at the end of their assignment.

The parties agree that regular employees employed to relieve regular employees absent for temporary workload relief shall not be considered as being laid off at the end of their assignment. They shall revert to their former position unless the employee was in the layoff position previous to accepting the temporary position.

8.03 Notice of Layoff

The Employer shall notify employees who have completed their probationary period (as specified in Clause 6.02) and who are to be laid off, in writing, thirty (30) calendar days before the layoff is to be effective. If the employee laid off has not had the opportunity to work the number of days for which notice of layoff was given, the employee shall be paid for that period from the date of the layoff notice.

8.04 Bumping

An employee who is laid off shall be entitled to bump an employee with less seniority provided the employee is qualified and able to perform the duties of that position.

The laid off employee, whether part time or full time, may bump either a part time or full time employee.

The employee shall exercise the employee's bumping right by informing the Employer of the employee's choice(s) within five (5) working days of receiving Notice of Layoff (as per 8.03 above). Where an employee declines to exercise the employee's right to bump, the right shall be forfeited for that layoff.

Where an employee exercises the right to bump and subsequently is unable to perform adequately the duties of the position, the employee shall have the right to bump only the employee with the least seniority whose position the employee is qualified and able to fill regardless of the number of hours of work or location of that position.

8.05 Continuation of Benefits

The Employer agrees to pay one hundred percent (100%) of all premiums for employee benefits provided under the terms of this Agreement for employees laid off and who are at the date of layoff covered by these plans for the one (1) month period immediately following layoff, provided the employee is not re-employed during this period. In the event of a layoff in excess of one (1) month, employees so affected will be given the right to continue their coverage through direct payments, provided the plans permit such coverage, for a period not exceeding six (6) months.

8.06 Recall

- a. An employee who is laid off or bumped shall be recalled to the employee's former position when it becomes vacant. "Former position" shall mean the last regular position to which the employee was appointed by way of job posting or initial hire.
- b. Where a position becomes vacant and the former incumbent is no longer available or declines the recall, the vacancy shall be posted in accordance with Article 13.01.
- c. Recall rights shall be maintained by an employee for a period of one (1) year or the length of the employee's seniority up to a maximum of two (2) years, whichever is greater.
- d. For the purpose of recall a laid off employee must provide a current phone number and/or address for contact. The Employer shall call and leave a message three (3) times (if no answer) or send a recall notice by registered mail.

9 - PROMOTIONS AND STAFF CHANGES

9.01 Job Postings

Prior to filling any position covered by the terms of this Agreement, the Employer shall notify the Union in writing. The posting notice shall be posted in all school district buildings during the school term, for a period of at least five (5) working days, during which period, Union members may apply in writing for the position. During winter, spring and summer breaks, postings will be posted in all school district buildings except schools. Such notices shall contain information on the nature of the position, required knowledge and education, ability and skills, hours of work and wage or salary.

9.02 Method of Making Appointments

Both parties recognize that job opportunity should increase in proportion to length of service. Therefore, in making staff changes, appointments shall be made of the applicant having the required qualifications, ability and seniority. The successful applicant shall be placed on a trial basis for a period of forty-five (45) working days. Conditional on satisfactory service such trial promotion shall become permanent after the period of forty-five (45) working days. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, the employee shall be returned to the employee's former position without loss of seniority and at the prevailing rate of pay, and any other employee promoted or transferred because of the rearrangement of position shall also return to the employee's former position without loss of seniority and at the prevailing rate of pay.

9.03 Union Notification

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

9.04 Disabled Employee's Preference

Any employee covered by this Agreement who has given good and faithful service to the Employer and who, through advancing years or temporary disablement, is unable to perform the employee's regular duties, may be given the preference of any light work available at the salary payable at the time for the position to which the employee is assigned.

10 - RELIEF EMPLOYEES

10.01 Definition - Relief Employee

Relief employees shall be employed to relieve regular employees absent for periods not to exceed forty-five (45) continuous working days due to sickness, vacation, leave of absence (as defined in Article 21) and for temporary workload relief.

10.02 Exclusion from Provisions of the Collective Agreement

Relief employees shall be excluded from the following provisions of the Collective Agreement:

- Articles:
- 8 - Layoffs and Rehiring
 - 16 - Sick Leave Provision
 - 18 - Vacation
 - 19 - Holidays
 - 20 - Supplementation of Compensation Award
 - 21.03 - Witness or Jury Duty
 - 21.04 - Bereavement Leave
 - 21.06 - Paternity Leave
 - 24 - Severance Pay

10.03 Employment Standards Act

Vacation pay, general holiday pay and pay on termination of employment shall be paid in accordance with the Employment Standards Act.

10.04 Seniority - Relief Employees

- a. Relief employees shall become eligible for inclusion on the relief seniority list when they have completed ninety (90) days of work in the preceding twelve (12) months. The date of commencing work for seniority purposes shall be eighteen (18) weeks prior to the day on which the employee passed probation.
- b. A relief employee, who is employed to relieve a regular supervisor shall accumulate seniority on the basis of the number of hours worked using the formula of seven (7) hours worked equals one (1) shift worked.
- c. A relief employee with seniority may use their seniority in applying for regular positions, posted relief positions or under Article 10.05.

10.05 Appointment of Relief Employees

- a. The Employer shall maintain a list of relief employees. It is the responsibility of each of these employees to advise the Employer of the employee's interest, the classification(s) of work the employee is willing to undertake and the locality(ies) in which the employee is willing to work.
- b. The Employer shall be required to post relief positions of more than forty-five (45) days.
- c. For relief work of forty-five (45) days or less the Employer shall call employees in seniority order with the employee with the most seniority being called first, in the following sequence:
 - i. Laid off employees
 - ii. Regular part time employees (including supervisors)
 - iii. Relief employees

The first employee called who accepts the assignment shall be appointed.

11 - NOON HOUR SUPERVISORS

11.01 The following terms and conditions shall only apply to noon hour supervisors:

- a. Noon hour supervisors, whose sole position is a noon hour supervisor, shall receive nine percent (9%) payment of their hourly rate in lieu of vacation pay, statutory holidays, and paid leaves of absences.
- b. It is recognized that administration and teachers may also provide noon hour supervision pursuant to the School Act.
- c. Seniority shall be accumulated on the basis of number of hours worked from the date of employment using the following formula: 152 hours worked = 1 month of seniority.

When a noon hour supervisor is the successful applicant to a regular position, the employee's seniority as a noon hour supervisor shall be converted and backdated to a calendar date upon successful completion of the probationary period under clause 11.01 based on the formula outlined above.

- d. Part time employees who are successful applicants for the position of noon hour supervisor shall be subject to the terms and conditions of this Article for only the "noon hour supervisor" portion of their employment.
- e. Noon hour supervisors shall be excluded from the following provisions of the Collective Agreement:
 - Articles: 16 - Sick Leave Provision
 - 17 - Benefits
 - 18 - Vacation
 - 19 - Holidays
 - 20 - Supplementation of Compensation Award
 - 21.03 – For Witness or Jury Duty
 - 21.04 - Bereavement Leave
 - 21.06 – Paternity Leave
 - 24 - Severance Pay

12 - TERMINATION, DISCHARGE OR SUSPENSION

12.01 Discipline, Suspension or Dismissal

An employee may be disciplined, suspended or dismissed only for just and reasonable cause and only by the Employer. When an employee is disciplined, suspended or dismissed, the employee shall be given the reason in the presence of the employee's Steward. If the employee is being suspended or dismissed, the employee and the Union shall also be advised promptly in writing of the reason for such suspension or dismissal.

Failure on the part of the Employer to comply with the above shall mean the employee shall be reinstated immediately and made whole, and all alleged charges of any misconduct shall be dismissed.

12.02 If Suspended for Unjust Cause

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

12.03 Use of Records of Employees

The record of an employee shall not be used against the employee at any time after twelve (12) months following suspension or disciplinary action, including letters of reprimand or any adverse reports, providing the employee has no letter of reprimand or other disciplinary action for a full twelve (12) month period.

Notwithstanding the foregoing paragraph, letters of reprimand or disciplinary action placed in an employee's personnel file as a result of an incident involving the safety of a child shall remain for a period of twenty four (24) months.

12.04 Access to Personnel File

An employee shall have the right at any reasonable time to have access to and review the employee's personnel file in the presence of the employee's Steward and the Employer, and shall have the right to respond in writing to any document contained therein, such a reply becoming part of a permanent record. Upon giving reasonable notice to the employer, an official of CUPE Local 173 may also

examine, in the presence of the employer, an employee's personnel record if authorized in writing by the employee.

12.05 Picket Lines

Just cause for discharge or any other form of disciplinary action by the Employer shall not include refusal of an employee to cross a legal picket line. However, services essential for the safeguarding of buildings and property will be maintained.

12.06 Right to Hearing

An employee who considers him/herself to have been wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 13, Grievance and Arbitration. Steps 1, 2 and 3 of the Grievance Procedure may be omitted in such cases.

12.07 Thirty (30) Days Notice - Termination

Whenever possible, an employee who intends to terminate the employee's services with the Employer, shall give notice in writing to the Employer to the extent of thirty (30) calendar days.

13 - GRIEVANCE AND ARBITRATION PROCEDURE

13.01 Grievance Committee

The Employer acknowledges the right of the Union to appoint, or otherwise select, a Grievance Committee of three (3) employees, whose names shall be advised to the Employer.

The Employer shall also recognize Shop Stewards appointed or otherwise selected by the Union, whose duties shall be to investigate and to attempt to settle disputes before they are reported to the Grievance Committee.

Leave of absence, without loss of pay or loss of seniority, shall be granted to members of the Grievance Committee in order to investigate, and to discuss grievances with the Employer, provided suitable replacements are available.

13.02 Steps for Grievances

Should a dispute arise between the Employer and any employee regarding the interpretation, meaning, operation or application of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, or should any other dispute arise, an earnest effort shall be made to settle the dispute in the following manner:

STEP 1 The aggrieved employee, together with the Shop Steward, shall attempt to settle the dispute with the employee's supervisor within twenty (20) working days of the date of the incident causing the employee's concern or the date the employee first became aware of the incident. The supervisor shall attempt to resolve the dispute within five (5) working days of being advised of the dispute.

STEP 2 Failing satisfactory settlement after the completion of Step 1, the Union will submit to the Secretary Treasurer a written statement of the particulars of the complaint and the redress sought. In an attempt to resolve the dispute, at the request of either party, a meeting shall be held with the Secretary Treasurer and the Union at which the employee may be present.. In any event, the Secretary Treasurer shall render the Employer's decision within seven (7) working days after receipt of such notice.

STEP 3 Failing agreement being reached after completion of Step 2 the Union will notify the Secretary Treasurer, in writing, stating the grievance concerned. A meeting with the Employer Committee shall be arranged within fifteen (15) working days after receipt of such notice with the Union.

STEP 4 Failing settlement of the grievance within ten working days of the completion of Step 3 either party to this Agreement may refer the dispute to the Board of Arbitration.

13.03 Board of Arbitration

Upon establishment of a Board of Arbitration, the Board of School Trustees shall appoint one member to this Board, and the Union shall appoint one member to this Board, and these two appointees shall agree upon a Chairman; in the event that these two appointees cannot agree upon a Chairman, the Director of the Arbitration Bureau shall appoint a Chairman. The report of this Board of Arbitration shall be final and binding to the parties to this Agreement but shall not have the power to change the terms of this Agreement.

13.04 General Grievance

Where a dispute involving a question of general application or interpretation occurs, Steps 1 and 2 of this Article may be bypassed.

13.05 Replies to Grievances

Replies to grievances shall be in writing at all stages.

13.06 Facilities for Grievance Meetings

The Employer shall supply the necessary facilities for the Grievance Meetings.

13.07 Time Limits on Grievances

The time limits fixed in the grievance procedure may be extended by the consent of the parties to this Agreement.

13.08 Witnesses to Grievances

At any stage of the grievance procedure, the parties may have the assistance of the employee concerned as witness and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

13.09 Sole Arbitrator

By mutual agreement, the parties may select a sole arbitrator.

14 - HOURS OF WORK

14.01 Hours

The normal work week shall consist of five (5), eight hour days from Monday to Friday inclusive. The normal work week for office employees shall consist of five (5), seven hour days from Monday to Friday inclusive.

Notwithstanding any other provision of this Agreement, those employees who, of necessity, regularly work on Saturdays and Sundays shall have as rest days two (2) other consecutive days of the week. In the event, Saturday and Sunday shall be considered working days then overtime rates shall not apply excepting for that time worked in excess of the normal.

14.02 Working Schedule

The Employer agrees, in consultation with the Union that the work schedule of each department shall be as outlined in Schedule B of this Agreement.

14.03 Minimum Hours

Except where otherwise provided in this Agreement, in the event of an employee starting work in any day and being sent home before the employee has completed four (4) hours of work, the employee shall be paid for four (4) hours at the employee's regular rate of pay. In the event that an employee reports for work but is sent home before commencing work the employee shall be paid for two (2) hours at regular rates of pay.

14.04 Break Period

All employees shall be permitted a fifteen (15) minute rest period both in the first half and the second half of a shift of more than four (4) hours duration. If the shift is less than four (4) hours but more than two (2) hours duration one break period is permitted.

Effective July 1, 2005, all employees shall be permitted a fifteen (15) minute rest period both in the first half and the second half of a shift of more than six (6) hours duration. If the shift is less than six (6) hours but more than two (2) hours duration one break period is permitted.

15 - OVERTIME

15.01 Overtime Rates on Weekdays

All overtime worked beyond the normal work day (as defined in Article 14.01) shall be deemed to be overtime. Employees shall be paid overtime at a rate of time and one half (1 1/2) the regular rate for the first two (2) hours and double time after two (2) hours in any one day or shift, Monday to Friday.

15.02 Overtime on Saturday and Sunday

All time worked on Saturdays and Sundays shall be paid at double the standard rate of pay for every hour worked.

15.03 Overtime Rates on Statutory Holidays

Any employee required to work on a statutory holiday shall be paid at double the standard rate of pay for every hour worked in addition to regular holiday pay.

15.04 Bus Drivers' Waiting Time

When drivers are away from home on co or extra curricular trips, they shall be paid waiting time at straight time rates as follows:

- a. for split shift driving: all time between driving duties up to a maximum of 8 hours, during which time the driver shall be available for driving if required by the supervisor in charge of the trip;
- b. if required to drive a straight shift of less than 4 hours, a driver shall be paid waiting time to make up 4 hours of work.
- c. if not required to drive at all, the driver shall be paid 4 hours.

Bus Drivers on "waiting time" on a weekday after completion of the normal working day shall also be paid for one meal in accordance with Article 22, 22.05.

15.05 Co and Extra Curricular Trips - Bus Drivers

- a. i. All co and extra curricular trips required between the hours 9:30 a.m. and 2:30 p.m. Monday to Friday shall be offered according to seniority to those drivers working less than 8 hours per day.

- ii. All other co and extra curricular trips Monday to Friday, all weekends and holidays will be offered according to seniority.
- iii. Notice of such trips shall be posted for a period of two (2) consecutive working days during which period applications will be accepted. Such notice shall include schedule of driving and waiting times.
- iv. Seniority will apply on an area basis:
 - 01. Ashcroft/Cache Creek
 - 02. Big Bar
 - 03. Clinton
 - 04. Gold Bridge
 - 05. Lillooet
 - 06. Lytton
- b. Drivers on co and extra curricular trips will be provided, where necessary, with adequate lay over with room and board supplied when away from home. Where possible, these arrangements will be made in advance.
- c. Bus Drivers assigned to regular bus routes who have completed their regular shift and who drive on co and extra curricular trips after 11:00 p.m. shall not be required to report to work on the following day. This decision shall be at the driver's discretion, upon notification to the Transportation Foreman, reasonably in advance of the start of the regular shift.

15.06 Minimum Call Back Time

Every employee who is called out and required to work in an emergency outside the employee's regular working hours shall be paid for a minimum of four (4) hours at overtime rates except in the case of an alarm call out (see below) or where the call-out is immediately prior to the regular work shift (see below). The word emergency above is defined as the instance where an employee does not receive notification during the employee's regular working hours. The total time paid for multiple call outs (where the calls overlap) shall not exceed the total time had the employees worked continuously through these call outs.

An employee who is called outside the employee's regular working hours to attend to a security alarm shall be paid a minimum of two (2) hours at overtime rates between the hours of 8:00 a.m. and 12:00 midnight and a minimum of four (4) hours at overtime rates between the hours of 12:00 midnight and 8:00 a.m..

Where the call-out is immediately prior to the regular work shift, the employee shall be paid at overtime rates only for the time from the time of call-out and the beginning of the regular shift.

15.07 Sharing of Overtime

Where possible overtime and call back time shall be divided equally among the employees engaged in similar types of operations and who are qualified to perform the work that is available. This provision does not apply to driver maintenance and bus drivers. (See Article 15.05)

15.08 Overtime During Layoffs

There shall be no extended amount of overtime worked in any operation while there are employees on layoff in the same or similar types of operations and who are qualified to perform the available work.

15.09 Time Off in Lieu of Cash Payment

- a. In lieu of overtime pay, an employee may elect to take compensatory time off at the applicable overtime rate, by mutual agreement between the employee and the employee's supervisor.
- b. Flex time arrangements may be implemented by mutual agreement between the employee and the employee's supervisor. If the arrangement is for more than two (2) consecutive days, the Union will be notified within 24 hours. Overtime rates will not apply to these arrangements.
- c. The maximum amount of compensatory time off that can be banked is eighty (80) hours. This can be carried over from one calendar year to the next.

16 - SICK LEAVE PROVISION

16.01 Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick, disabled, exposed to contagious disease, dental, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

16.02 Amount of Sick Leave

Sick leave shall be granted to full time employees on the basis of one and one-half (1.5) days for every month of service. Sick leave for part time employees shall be prorated based on their hours of work.

In any one year when an employee has not had sick leave or only a portion thereof, the employee shall be entitled to an accrual of all the unused portion of sick leave up to a maximum of 200 working days for the employee's future sick leave benefits. A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave as defined in 16.01 and Article 20 - Supplementation of Compensation Award.

16.03 Illness in the Family

Where an immediate member of the family of an employee who lives in the residence of an employee becomes ill and no one at home other than the employee can provide for the needs of the ill person, the employee shall be entitled, after notifying the employee's supervisor, to use a maximum of three (3) accumulated sick leave days per illness for this purpose, to a maximum of seven (7) days per year. Immediate members of the family shall be defined in Article 21, Clause 21.04.

Such leave will also be granted in the event of an immediate member of the family of an employee, who is not resident in the home of the employee, is suffering from a life threatening illness. The employee may be required to furnish proof of such illness.

16.04 Proof of Illness

An employee may be required to produce a certificate from a duly qualified medical practitioner for any illness, certifying that the sick employee is unable to carry out the employee's duties due to illness.

The employee may be required to produce a certificate from a duly qualified practitioner certifying that the employee's relative is ill and requires attention. In the event of billing by the practitioner, the Employer shall pay such bills.

16.05 Sick Leave Credits During Leave of Absence

When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to the service of the Employer upon expiration of such leave of absence, etc., the employee shall not receive sick leave credit for the period of such absence, but shall retain the employee's cumulative credit, if any, existing at the time of such leave or layoff.

16.06 Sick Leave Record

A record of all unused sick leave will be kept by the Employer. Each employee shall receive a record from the employer of the employee's accumulated sick leave credit monthly. Any employee is to be advised on application of the amount of sick leave accrued to the employee's credit.

16.07 Accrued Sick Leave

An employee having accrued sick leave to the employee's credit shall, on retirement after ten (10) years continuous service, receive a salary grant in lieu thereof, equal to such credit, to a maximum of sixty (60) days. In the event of death, any accrued sick leave cash bonus shall be paid to the employee's beneficiary, up to a maximum of sixty (60) days.

For the purposes of this clause, ten (10) month employees shall be considered to have been employees for one (1) year for each ten (10) months of employment.

If an employee is absent from work because of sickness, disability, accident, layoff or leave of absence approved by the Employer, the employee shall not lose the employee's accrued sick leave.

The parties agree that all existing employees that have fifteen (15) years' seniority as at the date of the signing of this memorandum of agreement shall be entitled to receive the sick leave benefit under Article 16.07 upon termination provided that they have completed twenty (20) years' continuous service.

16.08 Sick Leave Bank

A sick leave bank of up to two hundred fifty (250) days shall be maintained to provide sick leave for those employees who have exhausted their sick leave credits and remain in need of further paid sick leave.

A joint committee of two (2) each from the Employer and the Union shall administer the bank. Applications for withdrawals from the bank shall be made to the Secretary Treasurer of the Employer and forwarded to the committee.

Any withdrawal from the bank shall require majority approval from the committee as will any renewal if required. Applications for withdrawals shall be for ten (10) days at a time up to a maximum of forty (40) days for any one employee for any one illness.

Employees must have at least one year on the seniority list to participate in the sick leave bank.

When the bank reaches half level (125 days) a further assessment of .35 of one day per employee per pay period shall commence and continue until the maximum is again established.

Criteria for accessing the Sick Leave Bank shall be the following:

1. The condition is emergent (i.e. radiation, chemotherapy, dialysis).
2. The condition is life-threatening (imminently terminal).
3. Applications must arrive four (4) days prior to expiry of any regular sick time.

The decision of the joint committee is not grievable.

16.09 LTD

- a. All regular employees as defined by the Public Education Benefits Trust (PEBT) LTD Plan shall participate in the PEPT long-term disability plan. This shall be at no cost to the Employer or the employee. If the PEPT Plan does not define eligibility then regular employees working twenty (20) hours or more per week shall be eligible for LTD.

- b. The PEBT LTD plan shall be fully integrated with the sick leave plan so that an employee will be entitled to use their sick leave up to the date he/she is eligible to collect LTD at which time sick leave usage shall cease.
- c. While on LTD employees shall only be entitled to the following provisions of the agreement:
 - i. 6.05
 - ii. 17.01
 - iii. 17.02, 17.03 and 17.04

upon payment of 100% of required premiums one (1) month in advance and subject to the provisions of the plans. These entitlements shall continue as long as the employee retains his status as an employee and shall not prejudice the Employer's review of that status.

16.10 Subrogation

- a. If the Employer pays, or is obligated to pay to an employee an amount of salary from sick leave credits, then the Employer shall have the right to be subrogated to the rights, powers, privileges and remedies of the employee to whom the payment is made in any claim or cause of action the employee may have for compensation for lost income against other parties to the extent of the amount paid or obligated to be paid by the Employer to the employee.
- b. Where an employee is involved in an accident and as a result is paid sick leave during absence from work, any sick leave compensation recovered from an insurer or court award shall be repaid by the employee to the Employer. The Employer shall thereupon reinstate the number of days of sick leave credit represented by the repayment.

17 - BENEFITS

17.01 Pension Plan

The Employer and the Union agree that the Municipal Pension Plan shall be the pension plan and all eligible employees will participate.

17.02 Medical Insurance

- a. The Employer will contribute one hundred percent (100%) of the premiums of the Medical Services Plan of B.C. for all regular employees working four (4) hours or more per day.
- b. The Employer will contribute one hundred percent (100%) of an Extended Health Benefits plan, for all regular employees working four (4) hours or more per day. The Extended Health Benefits plan shall include the provision of glasses at \$200.00 per individual every two (2) years. The EI premium rebate will be used to fund the provision of glasses under the Extended Health Benefits plan. Maximum lifetime coverage for each employee shall be one million dollars.
- c. In the case of absence for illness, the Employer's contribution for the above plans will be paid for a maximum of one year from the commencement of illness. Thereafter, and for the full period of any other absence, the employee may pay the full premiums through the Employer if the employee so desires, provided it is permissible under the plan.

17.03 Group Life Insurance

All regular employees shall participate in a mutually agreeable Group Life and Accidental Death and Dismemberment Insurance Policy and the Employer shall pay one hundred percent (100%) of the monthly premiums. The coverage in this article shall be at two times the annual salary plus accidental death and dismemberment.

17.04 Dental Plan

The Employer will contribute eighty percent (80%) of the premiums of the Dental Plans "A", "B", and "C". These plans pay one hundred percent (100%), fifty percent (50%), and fifty percent (50%) respectively of the dental bill and are applicable to regular employees working four (4) hours or more per day. Plan C is for dependent children only with a lifetime maximum of fifteen hundred dollars (\$1500.00) per dependent.

17.05 Maternity Supplemental Unemployment Benefits (SUB) Plan

- a. The objective of the plan is to supplement the unemployment insurance benefits received by workers for temporary unemployment caused by Maternity Leave.
- b. An employee may not use sick leave during Maternity Leave while this agreement is in effect.
- c. Employees must apply for unemployment insurance benefits before SUB becomes payable.
- d. Employees disentitled or disqualified from receiving EI benefits are not eligible for SUB.
- e. Employees do not have a right to SUB payments except for supplementation of EI benefits for the unemployment period as specified in the plan.
- f. The benefit level paid under this plan is set at 95% of the employees' normal weekly salary for the first two weeks of the leave, and 75% of the employees' normal weekly salary for a further 15 weeks. It is understood that in any week, the total amount of SUB, unemployment insurance gross benefits and any other earnings received by the employees will not exceed 95% of the employee's normal weekly earnings.
- g. The maximum number of weeks for which SUB is payable during a maternity leave of absence is seventeen (17).
- h. The employee must provide the employer with the proof that s/he is getting EI benefits or that s/he is not getting benefits for reasons specified in the plan.
- i. The employer will use the benefit stub to verify that employees are receiving EI benefits or other earnings.

18 - VACATIONS

18.01 Vacation Entitlement

After completion of each year of employment, employees shall be entitled to an annual vacation with pay on the following basis:

| Length of Service | Vacation Entitlement |
|-------------------|----------------------|
| After 1 year | 15 working days |
| After 6 years | 20 working days |
| After 14 years | 25 working days |
| After 19 years | 30 working days |

An employee's vacation entitlement shall accrue on a bi-weekly basis.

Part time employees shall have their vacation pay prorated to reflect the "full time" equivalent of the position.

Employees employed on a ten (10) month per annum basis shall be entitled to five-sixths (5/6) of the above mentioned vacation schedule. In lieu of vacation entitlement, such employees may, by mutual consent of both the Employer and the employee, receive on May 31st of each year, vacation pay equivalent to their salary at straight time rates for the period of their vacation entitlement.

Employees employed for a period of less than one (1) year shall receive, at the end of their term of employment, vacation entitlement on the basis of one-and-one quarter (1.25) days for each month of employment.

18.02 Preference in Vacations

The months of July and August will be the recognized normal vacation period, and where possible, vacations will be scheduled during those months. The needs of the employer may require that maintenance staff work July and August; however, vacations for maintenance employees may be arranged in any month of the year by mutual consent of the employee and the employer. Employees who have more than four (4) weeks annual vacation entitlement, may elect to take that portion of their vacation in excess of four (4) weeks at a time other than July and August. By mutual agreement, vacations may be arranged in any month of the year. In the event of conflict of vacation date preference, the choice shall be determined by seniority of service.

18.03 School Days Not Worked

When a school or part thereof is closed on any normal working day (except during Christmas and Spring Break) during the school year, ten month employees except bus drivers, noon hour supervisors and crosswalk guards may, by mutual agreement, be granted a day off with pay and such days off granted shall be deducted from their annual vacation entitlement.

When part or all of a school is closed during Christmas and Spring Break, employees in the positions listed above are not required to work during these breaks and shall be granted days off with pay and such days off granted shall be deducted from their annual vacation entitlement. These employees may opt to take the days off without pay. This option will be made in writing to the Employer.

When a school or part thereof is closed on any normal working day during the school year, bus drivers and crosswalk guards who are not required to work on those days shall be granted a day off with pay and such days off granted shall be deducted from their annual vacation entitlement. When noon hour supervisors are not required to work on such days, they shall be given the day off without pay.

18.04 Vacation Carry Over

Employees, whose length of service exceeds one (1) year, shall be entitled, upon written request, to save and carry forward to the subsequent vacation period, a portion of their vacation entitlement up to a maximum of two (2) weeks and provided that at least two (2) weeks vacation is taken during the twelve (12) months immediately following the vacation year. By mutual agreement between the employee and the employer vacation carryover may be increased to three (3) weeks.

19 - HOLIDAYS

19.01 List of Holidays

All employees shall after completion of thirty (30) days employment receive one day's pay for not working on the following holidays:

| | | |
|------------------|-----------------------|--|
| New Year's Day | Canada Day | Remembrance Day |
| Good Friday | British Columbia Day* | Christmas Day |
| Easter Monday | Labour Day | Boxing Day |
| Queen's Birthday | Thanksgiving Day | *(only applicable to 12 month employees) |

and any other day proclaimed or declared by the Federal or Provincial Governments as a holiday.

19.02 Holidays on Non Working Day

When a statutory holiday falls on a normal non working day and no other day is declared in substitution thereof, employees shall receive a day off in lieu of the holiday, at their regular rate of pay, such day off to be taken by mutual agreement.

19.03 Holidays During Vacation Period

If a statutory holiday or declared holiday falls or is observed during an employee's vacation period, the employee shall be granted an additional day's vacation for each holiday in addition to the employee's regular vacation time.

19.04 Ten Month Employees

Ten month employees, shall receive one (1) day's pay for Canada Day (July 1) but no other holiday during July and August, provided that the employee has completed thirty (30) days service before July 1st.

20 - SUPPLEMENTATION OF COMPENSATION AWARD

20.01 Workers' Compensation - Sick Leave

A regular employee prevented from performing the employee's regular work with the Employer due to an occupational accident or illness that is recognized by the Workers' Compensation Board as compensable within the meaning of the Act, shall have deductions of that portion of the pay not paid by the Workers' Compensation Board made from the employee's sick leave entitlement for each day the employee is entitled to Workers' Compensation, to a maximum of eight percent (8%) of their salary, provided the employee has the requisite number of sick leave days left to their credit, for a maximum of one (1) year.

20.02 Workers' Compensation - Wages

The Employer shall receive the Workers' Compensation cheque and shall pay this amount to the employee less normal deductions. In the event an employee has not sufficient sick leave entitlement the employee shall receive the Workers' Compensation cheque.

20.03 On expiry of the above one (1) year, an employee shall be entitled to maintain benefits under this Agreement, conditions of the benefit plans permitting, by paying both employee and Employer shares. This entitlement shall continue as long as the employee retains his status as an employee and shall not prejudice the Employer's review of that status.

21 - LEAVE OF ABSENCE

21.01 For Union Business

Leave of absence without pay and without loss of seniority shall be granted on request of the Union to employees elected or appointed to represent the Union on Union business where a suitable replacement is available. The Employer may limit leaves of absence for this purpose to five (5) consecutive work days per employee at any one time but such limitations shall be exercised reasonably.

21.02 Union Officers

The Employer, upon reasonable written notice from the Union, shall grant leave of absence without pay and without loss of seniority to one (1) employee who is elected or selected for a full time position with the Union or any of its affiliated bodies for a period of one (1) year. Such leave is to be reviewed on the same conditions each year during the employee's term of office, upon request of the Union.

21.03 For Witness or Jury Duty

Employees called as prospective jurors during their normal working hours will be paid for time lost due to the selection process.

Employees called to serve as a juror or subpoenaed as a witness shall be granted leave of absence with pay to cover the time lost. The juror or witness shall pay the Employer any monies received for such court duty for days on which leave has been granted. The Employee will present proof of jury or witness duty and the amount of pay received.

21.04 Bereavement Leave

An employee will be granted five (5) regular scheduled consecutive work days leave without loss of salary to attend the funeral of a parent, spouse, brother, sister, child, grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law or grandchild. Reasonable leave of absence without pay and without loss of seniority will be granted for travel and/or estate affairs.

One half (1/2) day shall be granted without loss of salary or wages to attend a funeral as a pallbearer, provided such employee has the approval of the Employer. Should the funeral be out of town, a full day may be allowed with pay at the discretion of the Employer.

21.05 a. Pregnancy Leave

Employees shall be granted pregnancy leave in accordance with provisions of the British Columbia Employment Standards Act.

b. Parental Leave

Employees shall be granted leave in accordance with provisions of the British Columbia Employment Standards Act.

c. In the event of the reduction of the leave period under Pregnancy or Parental leaves under the British Columbia Employment Standards Act, the parties will immediately review this section to bring it into compliance with the time period contained in the Employment Insurance Act as of 05 May 2004.

21.06 Paternity Leave

Upon notification to the Employer, up to five (5) days leave shall be granted to a father for the birth of his child or the adoption or legal guardianship of a child.

The first two (2) days granted shall be with pay with the remaining days without pay.

21.07 Leave for Elective Office

When an employee is nominated as a candidate and wishes to contest a municipal, regional, provincial or federal election, the employee shall be given leave of absence, without pay and without seniority, during the election campaign. Should the employee be elected as a Member of Parliament or Member of the Legislative Assembly, the employee shall be granted a long term leave of absence without pay, employee benefits or seniority for a period of up to five (5) years or as mutually agreed by the parties.

Employees elected or appointed to municipal or regional district offices or public boards shall be granted leave of absence, with pay, up to a maximum of twenty (20) days in any one school year.

Such days off granted shall be deducted from their annual vacation entitlement or from accumulated banked time.

21.08 Other Leave

The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause; such request to be in writing, reasonably in advance, to the Employer.

21.09 All leave requests under this article shall be in writing and shall give reasonable notice to the Employer considering all the circumstances of the leave. In cases of emergencies the written leave request may be submitted retroactively.

22 - PAYMENT OF WAGES AND ALLOWANCES

22.01 Pay Days

- a. The Employer shall pay salaries and wages bi-weekly in accordance with Schedule A attached hereto and forming part of the Agreement. Each employee shall be provided with an itemized statement of the employee's wages and deductions on each payslip.
- b. All salary and wage payments shall be by direct deposit to a bank branch of the employee's choice.
- c. Ten month employees may receive their vacation pay each pay cheque, or paid vacation at the end of the school term or vacation pay during July and August. This provision shall be at the option of the employee. It is understood that this election will result in no further costs to the Employer.

22.02 Vacation Pay

When specifically required by the employee, the Employer shall pay, at least seven (7) calendar days prior to the commencement of a vacation period, all wages or salary which will become due to the employee during the employee's vacation period.

22.03 Rate for Lead Hand

The Board may designate a Lead Hand who shall be responsible for employees working with the employee. The designated Lead Hand shall receive an allowance as specified in Schedule "A" to this Agreement. Where an employee has agreed to work with a student on a Work Experience program, the employee shall be designated as Lead Hand.

22.04 Automobile Allowance

An employee required to use the employee's own vehicle for authorized travel on School District business, shall be paid an allowance of twenty (25) cents per kilometre for travel on paved roads and thirty (30) cents per kilometre for travel on gravel roads or the travel allowance set by Board Policy – whichever is greater.

22.05 Board Allowance

All employees who are required to travel out of the district and, unless it is a condition of employment, all employees who are required to travel within the district, shall be paid a meal allowance in accordance with Board Policy No. 3010 (see Letter of Understanding).

22.06 First Aid Allowance

The Employer shall pay an allowance (as specified in Schedule “A” to the Agreement) to an employee appointed as a first aid attendant who must have an “Occupational First Aid Certificate Level 1”.

The Employer will, upon successful completion of the Occupational First Aid Certificate Level 1 course, reimburse employees appointed as first aid attendant for the course fees, travel and accommodation (if required and with prior approval) and will grant leave of absence with pay. It will be the responsibility of the employee to:

- a. apply in advance for approval to take the course,
- b. apply for reimbursement of fees and costs,
- c. provide proof of payment of fees,
- d. provide proof of successful completion of the course.

If an employee so appointed holds an “Occupational First Aid Certificate Level 3”, the employee shall be paid an additional allowance (as specified in Schedule “A” to this Agreement.) All costs associated with obtaining the Level 3 certificate, will be borne by the employee.

23 - CLASSIFICATION OF NEW POSITIONS

23.01 New classifications created by the Employer and any change in existing classifications shall have the rate of pay set by mutual agreement of the parties to this Agreement. Using the Job Evaluation process these rates shall be jointly negotiated by both parties prior to the positions being filled. In the event of failure by the parties to reach agreement, the position may be filled and a temporary rate established by the Employer, it being agreed, however, that this will not restrict the Union from proceeding to grievance.

24 - SEVERANCE PAY

24.01 If, as a result of the Employer ceasing all or part of the operation or merging with another Employer or if by reason of any change in the operation methods, the Employer is unable to provide work for a displaced employee with:

- a. two (2) to five (5) years service, in a comparable class of work, the employee shall be given thirty (30) days notice
- b. six (6) to ten (10) years service, in a comparable class of work, the employee shall be given sixty (60) days notice
- c. over 10 years service, in a comparable class of work, the employee shall be given ninety (90) days notice

and severance pay on the basis of one (1) weeks pay, at the highest rate of pay obtained in the previous year of employment, for every year of completed service with the Employer.

25 - JOB SECURITY AND RESTRICTIONS ON CONTRACTING OUT**25.01 Job Security - Contracting Out**

The Employer agrees that any work normally or presently performed by a person or persons in the bargaining unit, shall not be contracted or sub contracted out. No employee in the bargaining unit will lose the employee's job over any other work contracted or sub contracted out.

25.02 New Bus Runs

In the event a new school bus run should be introduced, the Employer shall retain the right to contract such new school bus run out. Such new run may only be contracted out on the basis the Employer cannot get a school bus to cover such run.

25.03 Capital Work Projects

Notwithstanding any other provisions in the Collective Agreement, the Board has the right to contract capital work projects.

26 - TECHNOLOGICAL CHANGE**26.01 Definition**

In this article technological change means the purchase of equipment which would result in the laying off, or retraining of any employees.

26.02 Advance Notice

When the Employer is considering the introduction of Technological Change, the Employer agrees to notify the Union as far as possible in advance of their intentions and to update the information provided as new developments arise and modifications are made. The notice shall be given in writing and shall contain pertinent data, including:

- a. the nature of the change;
- b. the date on which the Employer proposes to effect the change;
- c. the approximate number, type and location of employees likely to be affected by the change;
- d. the effects the change may be expected to have on employees' working conditions and terms of employment.

26.03 Consultation

Any such change shall be made only after the Union and the Employer have discussed the matter. The discussion shall take place within at least twenty-one (21) days from the Employer's notification to the Union.

26.04 Training

Approved training will be provided for a period not to exceed forty-five (45) working days unless mutually agreed to extend the time by both the Employer and the Union. The employee shall receive regular wages while training. Daily wages will not be reduced while the employee is involved in the approved training.

26.05 Rate Adjustment

An employee who is retained but whose position was affected will not suffer a reduction in pay or hours. If the rate for the new position is less than an employee's existing rate the rate will be red circled until the new job rate catches up.

27 - GENERAL

27.01 General

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 part or parties hereto so require.

27.02 Copyright Infringement

An employee who is instructed to copy material will not be held responsible for any copyright infringement violation.

27.03 Safety Footwear

Operations Department employees requiring safety footwear will be reimbursed 50% of the cost of the safety footwear upon presentation of an invoice to the supervisor. Appropriate footwear will be determined by mutual agreement between the employee and the supervisor. It is understood that this clause applies only once every twelve (12) months to a maximum of \$100.00.

27.04 Indemnification

- a. The Employer shall either:
 - i. defend an employee from claim for damages, or;
 - ii. indemnify and save harmless an employee from any damages or costs awarded against them and from any legal costs incurred by them as a result of any claim for damages,

arising from any acts or omission which arose out of the performance of their duties, including a duty imposed by any statute. The decision as to which of (i) or (ii) above is selected shall be determined by the Board. This defense/ indemnification shall include the payment of any sum required and any legal costs incurred in the settlement of such action or proceeding provided the Employer's consent to settlement is obtained prior to the settlement.

- 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 guilty of dishonesty, gross negligence or malicious or willful misconduct, or
 - ii. the cause of the action is libel or slander.
- c. The Employer may, by an affirmative vote of not less than 2/3 of all the members of the Board, pay:
 - i. any sum required to indemnify an employee for a criminal prosecution, which prosecution arises out of the employee's performance of the employee's employment duties and
 - ii. costs necessarily incurred but the employer shall not pay a fine arising from an employee's conviction.
- d. The Employer may seek indemnity against an employee where:
 - i. the claim for damages arises out of an employee's gross negligence, or;
 - ii. in relation to the action that gave rise to the claim for damages against an employee, the employee willfully acted contrary to the terms of the employee's employment or an order of a supervisor.

27.05 Administration of Medication

If an employee is required to administer medication and if the procedure is requiring medical expertise beyond the employee's capabilities, the employee shall be trained at the Employer's expense.

27.06 Falsely Accused Employee Assistance

- a. When an employee has been accused of child abuse or sexual misconduct, as a result of their employment with the Employer, and
 - i. an investigation by the Employer finds there is no foundation to the allegation(s); or
 - ii. the employee is acquitted of all criminal charges relating to the accusation; or
 - iii. an arbitrator, if applicable, considering discipline or dismissal of the employee finds that no discipline is warranted;
 and where the Employer is satisfied that the employee is not guilty of inappropriate conduct for which discipline is justified, the employee may be entitled to assistance.
- b. Any such assistance provided by the Employer shall be intended to expedite the employee's successful return to his/her duties. The assistance may include leave of absence with pay, as determined by the Employer after consulting with CUPE and shall include first priority for transfer to any vacant position requested by the employee for which they possess the necessary qualifications.

27.07 Agreement Printing

The cost of printing the collective agreement in booklet form shall be equally shared by both parties.

28 - TERM OF AGREEMENT

28.01 This Agreement, unless changed by mutual consent of both parties hereto shall be in force and effect from and after the first day of July 2003 and up to and including the thirtieth day of June 2006 and thereafter unless either party to this Agreement gives notice to commence collective bargaining in accordance with the Labour Relations Code of British Columbia. During the period of collective bargaining, this Agreement shall continue in full force and effect.

In witness whereof both parties hereto have executed this Agreement on the _____ of _____ 2004.

Signed for and on behalf of the Board of School Trustees of School District No. 74 (Gold Trail):

Signed for and on behalf of Local 173 of the Canadian Union of Public Employees:

Chair

President

Secretary Treasurer

Chair, Negotiating Team

School District No. 74 (Gold Trail)

Wage Schedule "A"
As at February 1, 2004

| POSITION | Former Schedule A Rate | Job Evaluation Rate |
|---------------------------------------|------------------------|------------------------|
| | Effective 01 Feb 04 | Effective 01 Feb 04 |
| Accounting Assistant | 23.06 | 23.21 |
| Accounts Payable Clerk | 19.65 | 20.71 |
| Advisement Program Assistant | 20.93 | 20.93 |
| Alternate School Worker | 20.61 | 22.69 |
| Bus Driver | 21.53 | 22.59 |
| Cafeteria Worker | 18.94 | 21.03 |
| Career Program Assistant | 22.46 | 21.71 |
| Carpenter | 23.06 | 23.21 |
| Chief Custodian | 20.00 | 21.21 |
| Community Health Secretary | 21.71 | 21.71 |
| Courier | 19.71 | 19.71 |
| Crosswalk Guard | 17.18 | 19.21 |
| Custodial Shift Leader | 20.00 | 20.21 |
| Custodian | 18.47 | 19.71 |
| Custodian-1 Custodian School | 19.49 | 20.21 |
| Electrician | 23.06 | 24.19 |
| Electronics Technician | 22.71 | 22.71 |
| Employee Relief Dispatch | 20.71 | 20.71 |
| Financial Clerk | 20.71 | 20.71 |
| First Nations Student Support Worker | 18.94 | 21.73 |
| Groundskeeper | 21.53 | 22.21 |
| Hardware/Software Technician | 22.01 | 22.71 |
| Learning Centre Coordinator/Secretary | 22.17 | 23.21 |
| Library Clerk | 19.21 | 19.21 |
| Library Technician | 20.00 | 20.21 |
| Maintenance Foreman | 25.10 | 25.21 |
| Maintenance Worker | 20.00 | 20.98 |
| Mechanic | 24.06 | 24.71 |
| Millworker | 21.43 | 23.21 |
| Noon Hour Supervisor | 18.47 | 19.21 |
| Office Clerk | 19.65 | 20.71 |
| Operations Coordinator/Secretary | 21.43 | 22.71 |
| Painter | 21.02 | 22.71 |
| Payroll Assistant | 20.62 | 22.21 |
| Plumbing/HVAC Technician | 23.06 | 23.71 |
| Program Assistant | 18.47 | 20.21 |
| Resource Assistant | 20.71 | 20.71 |
| School Secretary | 20.62 | 22.71 |
| School Secretary (Administration) | 20.62 | 22.71 |

| | | |
|---------------------------------------|----------------|----------------|
| School Secretary (Bookkeeping) | 20.62 | 22.71 |
| Special Teaching Assistant | 19.65 | 21.73 |
| Special Teaching Asst (First Nations) | 19.65 | 21.71 |
| Student Support Worker | 20.61 | 22.69 |
| Teacher Assistant | 18.47 | 20.55 |
| Transportation Foreman | 25.10 | 26.21 |
| Wide Area Network Technician | 23.06 | 24.21 |
| First Aid Attendant (Occ Level 1) | \$500.00/year | \$500.00/year |
| First Aid Attendant (Occ Level 3) | \$100.00/month | \$100.00/month |

This pay equity plan will be maintained using the attached job evaluation maintenance agreement. Pay equity plan adjustments will be subject to continued government funding for pay equity.

SCHEDULE B – HOURS OF WORK

Any deviation of shift times for longer than two (2) consecutive working days must be agreed upon by the Employer and the Union.

Custodial Staff:

The normal work week shall consist of five (5), eight (8) hour days. No eight (8) hour shift shall be spread over a period longer than nine (9) hours with a maximum of one (1) hour off for lunch. The work shift must begin on or after 6:00 am and end on or before 11:00 pm. Custodians whose shift is five (5) hours or more will be provided one-half (1/2) hour paid lunch if commencing work after 2:30 pm.

Maintenance Staff (including Technology Staff):

The normal work week shall consist of five (5), eight (8) hour days. No eight (8) hour shift shall be spread over a period longer than nine (9) hours with a maximum of one (1) hour off for lunch. The working shift must begin on or after 8:00 am and end on or before 4:30 pm.

Mechanic:

The normal work week shall consist of five (5), eight (8) hour days. No eight (8) hour shift shall be spread over a period longer than nine (9) hours, between the hours of 6:30 am to 5:30 pm.

Driver/Maintenance:

The normal work week shall consist of five (5), eight (8) hour days. No eight (8) hour shift shall be spread over a period longer than eleven (11) hours, between the hours of 6:15 a.m. to 5:30 p.m.

Bus Drivers:

The normal work week shall consist of a regular bus route schedule on each day that schools are in session. No shift shall be spread over a period long than eleven (11) hours, between the hours of 6:15 am and 5:30 pm.

Office/Classroom Staff:

The normal work week shall consist of five (5), seven (7) hour days. No seven (7) hour shift shall be spread over a period longer than eight (8) hours with a maximum of one (1) hour off for lunch. The working shift must begin on or after 8:00 am and end on or before 5:00 pm.

Noon Hour Supervisors:

The normal work week will be one hour per day on days that schools are in session for a full day.

LETTER OF UNDERSTANDING

Re: Amalgamation

Between: Board of School Trustees, School District No. 74 (Gold Trail)

And: Canadian Union of Public Employees, Local 173

On 5 December 1997, the Board of School Trustees and CUPE Local 173 (formerly Locals 733 and 1040), signed a Letter of Understanding regarding Amalgamation. The following clauses from the original Letter of Understanding are applicable to the current Collective Agreement (numbering of original clauses has been retained):

4. d. Subject to Clause 6 of this Memorandum of Agreement, Article 28(e) (Dental Insurance Plan), and Article 28(f) (Extended Health Benefits Plan) of the current collective agreement between former School District No. 29 (Lillooet) and C.U.P.E. Local 1040 shall continue to apply for existing employees.
5. An attachment shall be made to this Memorandum of Agreement to indicate:
 - a. Names, classifications and wage rates of all Local 1040 employees on January 1, 1998;
6. In recognition by the parties of the current differences in wages and benefits between the two (2) collective agreements and the financial impact this may have on the C.U.P.E. Local 1040 employees, the following shall apply:
 - a. Effective January 1, 1998, the employees in Local 1040 shall have their wage rate red-circled as listed in Clause 5.a. of this Memorandum of Agreement. Such red-circling shall continue for three years, at which time it shall be reviewed by the parties.
 - b. If an employee who is red-circled, posts into another classification, the employee shall lose their red-circling protection and the applicable wage rates and benefits of C.U.P.E. Local 733 shall apply.
 - c. If an employee who is red-circled, posts into the same classification in the geographical area of C.U.P.E. Local 1040, the wage rates and benefits shall continue to be red-circled at the C.U.P.E. Local 1040 level.
 - d. If an employee who is red-circled, posts into a position in the geographical area of C.U.P.E. Local 733, the employee shall lose their red-circling protection and the applicable wage rates and benefits of C.U.P.E. Local 733 shall apply.
 - e. If an employee who is red-circled, due to a defined layoff, decides to bump, the following shall apply:
 - i. if a bump is lateral (same classification), then the C.U.P.E. Local 1040 wage rates and benefits will continue to be red-circled. If the bump is into a position currently in the C.U.P.E. Local 733 geographical area, the C.U.P.E. Local 733 wage rates and benefits shall apply;

- ii. if the bump is into a different classification, regardless of location, the employee shall lose their red-circling protection and the C.U.P.E. Local 733 wage rates and benefits shall apply.

Further clarification of Clauses 6(b) & (d) was documented in a Letter of Understanding re. Temporary Summer Postings dated 19 June 1998 as follows:

1. If a former Local 1040 member posts into a permanent position then the former Local 733 rate shall apply.
2. If a former Local 1040 member who is on summer layoff, posts into a temporary position in the summer and then returns to his/her former position, there shall be no reduction from the Local 1040 rate to the Local 733 rate when he/she returns.

Original signed on behalf of:

BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 74 (GOLD TRAIL)

CANADIAN UNION OF PUBLIC EMPLOYEES (LOCAL 173)

School District No. 74 (Gold Trail)
CUPE Local 1040 (Red Circled Employees)
As of January 2005

| NAME | SENIORITY DATE | STATUS | LOCATION | POSITION |
|-------------------|----------------|--------|--------------|--------------------------------|
| GRAHAM, Mike | 03/03/76 | | Lillooet | Maintenance Plumber |
| BRYSON, Gordon | 05/28/79 | | GMMES | Custodian |
| JONES, Gary | 11/04/09 | | LC/Maint/Bus | Custodian |
| CAMPBELL, Dorothy | 02/07/83 | | CYES | School Secretary |
| FELLERS, Bonny | 02/07/83 | | LSS | Chief Custodian |
| LEMOINE, Mitzi | 04/01/87 | | GMMES | Special Teaching Assistant/NHS |
| READ, Brad | 07/06/87 | | Lillooet | Maintenance Foreman |
| DONNELLY, Wayne | 09/01/88 | LTD | LSS | Custodian |
| DAVIDSON, Paula | 09/06/88 | | LSS | Special Teaching Assistant/NHS |
| FLEMING, Bev | 03/13/89 | | CYES | Special Teaching Assistant |
| FEDATO, Norris | 09/01/89 | | Lillooet | Bus Driver |
| JOHN, Carol | 09/01/89 | | GMMES | Noon Hour Supervisor |
| GREIG, Louise | 04/19/90 | LTD | | Custodian |
| PRIGIONE, Linda | 11/26/90 | | CYES | Special Teaching Assistant |
| GRAHAM, Roger | 01/18/91 | | Lillooet | Maintenance Carpenter |
| HORTON, Phora | 08/12/91 | | LSS | Special Teaching Assistant/NHS |
| CALLIOU, Beatrice | 08/23/91 | LTD | CYES | Custodian |
| HANSEN, Kathy | 10/07/91 | | LSS | Special Teaching Assistant/NHS |
| NESS, Tana | 07/08/92 | | CYES | Special Teaching Assistant |
| AYLETT, Della | 08/25/92 | | GMMES | Special Teaching Assistant/NHS |
| RICHINGS, Frank | 11/09/92 | LOA | Lillooet | Bus Driver |
| POLISCHUK, Holly | 01/19/93 | | CYES | Special Teaching Assistant/NHS |
| FAULDS, Jim | 03/01/93 | | Lillooet | Bus Driver |
| WRIGHT, Kate | 03/08/93 | | LSS | School Secretary |
| SPANKIE, Heather | 09/28/94 | | LSS | Cutodian |
| HANSEN, Eric | 03/25/96 | | Lillooet | Bus Driver |
| MORGAN, Neal | 09/18/96 | | Lillooet | Bus Driver |
| GILBERT, David | 09/23/96 | | Lillooet | Bus Driver |
| GALLIAZZO, Mike | 05/05/97 | | Lillooet | Maintenance Electrician |

LETTER OF UNDERSTANDING

Re: Article 16.09: Sick Leave/LTD Integration

BETWEEN: Board of School Trustees, School District No. 74 (Gold Trail)

AND: Canadian Union of Public Employees, Local 173

1. The following employees shall be required to use the sick leave in their bank from the date of eligibility of the LTD plan (being day 121 as of the date of this letter), to a maximum of 200 working days or their banked sick leave, whichever is lesser:

| | |
|-------------------|-----------------------|
| Adams, Freda | Loring, Freda |
| Allison, Linda | Lowe, Deborah |
| Barker, Greg | McKay, Judy |
| Béland, Susan | Minnabarriet, Jo-Anne |
| Bellamy, Warren | Monford, Donna |
| Bodaly, Judy | Moore, Anita |
| Brown, Esther | Munro, Donald |
| Bryson, Gordon | Munro, Marianne |
| Campbell, Marilyn | Organ, Howard |
| DeCook, Kim | Ostrander, Stella |
| Desmarais, Lee | Paulos, Moses |
| Faulds, Jim | Prigione, Linda |
| Fedato, Norris | Rolston, Jeanette |
| Friesen, Mary | Seward, Gregory |
| Graham, Mike | Smith, Diane |
| Joslin, Lesley | Smith, Kenneth |
| Kurtze, H. Joachi | Spence, Betty |
| Lewis, Gary | Walker, Andrea |
| | Wright, Katherine |

2. The parties agree that no one will be added to this group.

Original signed on behalf of:

BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 74 (GOLD TRAIL)

CANADIAN UNION OF PUBLIC EMPLOYEES (LOCAL 173)

LETTER OF UNDERSTANDING

Re: Representational Workforce

BETWEEN: Board of School Trustees, School District No. 74 (Gold Trail)

AND: Canadian Union of Public Employees, Local 173

During the term of this Agreement, the parties will form a committee (Employment Strategy Committee) to develop pro-active processes that support a representational workforce which shall include but not be limited to: identifying employment opportunities, education and training, and preparing workplaces.

The Committee will be based on the principle of fostering a representative workforce for Aboriginal workers. The Committee shall have the responsibility to develop processes for the implementation, monitoring and evaluating of pro-active initiatives designed to ensure that Aboriginal People are present in all occupations.

The Committee will consider workplace preparation issues including:

1. Educational opportunities for all employees to deal with misconceptions and dispel myths about Aboriginal Peoples. This may include enhanced orientation sessions for new employees to ensure a better understanding of respectful work practices to achieve a harassment free environment.
2. Workplace barriers that may be discouraging or preventing Aboriginal workers from entering and remaining in the workforce.
3. In-service training encouraging educational opportunities, which may include, but not be limited to, job related training/upgrade.
4. Accommodation of spiritual or cultural observances.

Original signed on behalf of:

BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 74 (GOLD TRAIL)

CANADIAN UNION OF PUBLIC EMPLOYEES (LOCAL 173)

LETTER OF UNDERSTANDING

Re: Special Teaching Assistants/Alternate School Workers

BETWEEN: Board of School Trustees, School District No. 74 (Gold Trail)

AND: Canadian Union of Public Employees, Local 173

1. In the event that an Special Teaching Assistant's (STA) position is eliminated or the STA's assigned hours in a regular position are reduced, the Employer:
 - a. May create a new STA position for the balance of that school year into which the employee shall be placed after consultation with the union so long as the position is reasonable considering the geography and affected employee's qualification and experience. The position shall be of equal or greater hours at an equal or greater pay rate.
 - b. May lay off the STA with the least seniority within the same geographical area and offer this position to the STA who is about to lose their position or hours and this STA's hour and pay rate shall be maintained. The laid off junior employee has the right to bump the most junior STA in any geographical area or bump into a classification not covered by this Letter of Understanding.
2. Should the student(s) to whom the STA is assigned move to another school within the district, the employee shall be given the option of moving with the student.
3. Any affected employee shall have the option of accepting layoff for the remainder of the school year and/or be placed on the relief list if they do not wish to accept the position offered.
4. At the end of that school year any position created under paragraph 1 and continuing into the next school year, shall be posted and any employee affected, who has not already done so, shall be able to exercise their bumping rights.
5. The designated geographical areas shall be:
 - i. Ashcroft/Cache Creek/Clinton
 - ii. Lillooet
 - iii. Lytton
6. Postings after the first day of October of each school year will be filled on a temporary basis until the end of that school year. STAs who have a regular position are not eligible to post into these positions. If these postings are determined to be ongoing positions for the subsequent school year, they will be posted and filled in the usual manner.
7. This letter shall also apply to Alternate School Workers.

Original signed on behalf of:

BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 74 (GOLD TRAIL)

CANADIAN UNION OF PUBLIC EMPLOYEES (LOCAL 173)

LETTER OF UNDERSTANDING

Re: Clause 15.02: Bus Driver Overtime on Saturday and Sunday

07 December 2004

BETWEEN: School District No. 74 (Gold Trail)

AND: Canadian Union of Public Employees, Local 173

The parties hereby agree as follows:

- a. For the term of this Collective Agreement, the terms of Article 15.02 will not apply to bus drivers.

Bus drivers will be paid at the rate of time and one half (1 ½) for all driving time worked on Saturday and Sunday. Waiting time will continue to be paid as per Article 15.04.

- b. This Letter of Understanding will not affect any other positions or article in the Collective Agreement.

Original signed on behalf of:

BOARD OF SCHOOL TRUSTEES, SCHOOL DISTRICT NO. 74 (GOLD TRAIL)

CANADIAN UNION OF PUBLIC EMPLOYEES (LOCAL 173)

LETTER OF UNDERSTANDING

Re. Bargaining Unit Work

Between: Board of School Trustees, School District No. 74 (Gold Trail)

And: Canadian Union of Public Employees, Local 173

When issues of the application of bargaining unit work or contracting out arise, the following process shall occur:

1. School District No. 74 (Gold Trail) shall convene an initial meeting with member(s) of CUPE Local 173 Executive.
2. The requested work shall be explained in detail. The information shall include but not be limited to:
 - when the work shall occur
 - what work is to be included
 - who/what organization is concerned
 - who/what department of School District No. 74 (Gold Trail) is to be used.
3. At no time shall the above require or result in the elimination of a position(s) or the reduction in hours of any posted position.
4. The guiding principle of any agreement is the sharing of resources.
5. In an emergent situation the union shall be informed of any and all work that was performed.
6. A statement of services rendered/received shall be submitted for review to the union every six months, beginning from the date of signing of this Letter.
7. This Letter is subject to review and renewal annually.

Original signed on behalf of:

BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 74 (GOLD TRAIL)

CANADIAN UNION OF PUBLIC EMPLOYEES (LOCAL 173)

LETTER OF UNDERSTANDING

Article 22.05 – Board Allowance

22 March 2000

Between: Board of School Trustees, School District No. 74 (Gold Trail)

And: Canadian Union of Public Employees, Local 173

For the purposes of interpreting Article 22.05, the parties hereby agree that employees in the following classifications are required to travel within the district as a condition of employment and are therefore not eligible for a meal allowance:

- Maintenance Foreman
- Transportation Foreman
- Bus Driver/Mechanic (Lead Hand)
- Electrician
- Plumber/HVAC Technician
- Wide Area Network Technician
- Hardware/Software Technician
- Carpenter
- Electronics Technician
- Groundskeeper
- Maintenance Labourer
- Mechanic
- Painter
- Millworker
- Driver (Mail Truck)
- Bus Driver/Maintenance

Original signed on behalf of:

BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 74 (GOLD TRAIL)

CANADIAN UNION OF PUBLIC EMPLOYEES (LOCAL 173)

MAINTENANCE AGREEMENT

BETWEEN

SCHOOL DISTRICT NO. 74 (GOLD TRAIL)
and CUPE LOCAL 173

2 April 2001

The Joint Job Evaluation Committee (JJEC)

- 1.1 There will be a Joint Job Evaluation Committee (JJEC) which shall have equal representation and participation from the parties, consisting of equal representatives from the employer and the local Union. The purpose of the Committee will be to maintain the established Gender-Neutral Job Evaluation Plan.
- 1.2 The Employer and the Union shall each designate one of its representatives to act as Co-chairperson.
- 1.3 Union members shall be granted leave of absence with pay and without loss of seniority for periods of time spent working on the Committee. The Employer shall pay the cost of wages and benefits for three (3) Union members to attend JJEC meetings to a maximum of five (5) days per annum and the Union shall be responsible for any expenses incurred by its members. If the parties agree that additional meeting time is required, the Employer shall pay the cost of wages and benefits for three (3) Union members to attend and the Union shall be responsible for any expenses incurred by its members.
- 1.4 Routine business decisions of the Committee shall be made by a simple majority. Job rating decisions shall require unanimous decision of the full Committee and shall be final and binding on the parties, subject to the reconsideration procedure set out in Article 2.2 and 3.3.
- 1.5 Either party to the Maintenance Agreement may engage advisors to assist its representatives on the JJEC. Any such advisor shall be entitled to voice but not to vote and shall not be considered to be a member of the Committee.

Maintaining the Job Evaluation Program

- 2.1 The Gender-Neutral Job Evaluation Plan will be used when reviewing and evaluating all existing or new jobs. The Union and the Board agree to adopt the following process:
 - 2.1.1 The Joint Job Evaluation Committee will divide all jobs into groups and will address approximately twenty percent (20%) of the jobs covered by the Plan in each subsequent year.
 - 2.1.2 Employees in the group of jobs subject to review in a given year will be surveyed to determine if any changes have occurred to their jobs since the job description was last revised.
 - 2.1.3 The results of the survey will be reviewed by the Joint Job Evaluation Committee and if substantial change has occurred to a position, the job description will be updated and re-evaluated in accordance with the established Gender-Neutral Job Evaluation procedure.

2.2 Whenever the employer changes the duties, responsibilities or qualifications of a job or the incumbent(s)/Union feel that the duties, responsibilities or qualifications of a job have been changed, or that the job description does not reflect the duties, responsibilities or qualifications of the job, the following procedures shall be followed:

2.2.1 The incumbent(s)/Union or the supervisor/employer may request a job evaluation review by completing and submitting a *Job Evaluation Reconsideration Form* (attached), a completed Job analysis Questionnaire and revisions to the job description. The applicant must show which of the above three criteria pertain to the application for consideration.

2.2.1.1 A maximum of three (3) job descriptions to be under review at any one time. This number can be increased by mutual agreement.

2.2.1.2 Reviews will be initiated within thirty (30) days of the written request.

2.2.2 Upon receipt of a completed *Job Evaluation Reconsideration Form*, the Committee shall proceed to gather accurate, up-to-date information on the job. The gathering of information shall involve requesting the incumbent(s) and supervisor to complete an up-to-date *Job Analysis Questionnaire*. Where further information is required, interviews shall be held with incumbents and/or supervisors and/or visits to the job site. Based on this information, the JJEC shall update the job description, as necessary.

2.2.3 Where it has been determined by the JJEC that the job description has changed, the job shall be rated by the JJEC, using the Gender-Neutral Job Evaluation procedure. A new rating for the job shall be established. The incumbent(s) and supervisor shall be advised of the Committee's decision per the *Advice of Rating Form* (attached). The rating of the job shall determine the pay rate for the job.

2.2.4 Female Dominated Job

- a. If the job is rated at a pay band higher than the existing pay band, the incumbent's rate of pay shall be adjusted retroactive to the date the *Job Evaluation Reconsideration Form* was submitted.
- b. If the job is rated at a pay band lower than the existing pay band, all incumbents of such job shall be identified as "Red-Circled" and shall continue to receive all negotiated increases.

2.2.5 Male Dominated Job

- a. If there is less than twenty (20) point change in the revised rating for the position, the pay grade will remain as it is in the Collective Agreement. If there is a twenty (20) point or greater change, either up or down from the existing rating, in the revised rating for a position, the new pay grade shall be determined by the following formula:

Point change (from reclassification) x the cents per point resulting from the original calculation of the male regression line = the adjusted wage schedule for the position. (e.g. Position Z currently has a point rating of 300 points. After undergoing a reclassification, the position generates 325 points. The 25 point difference is multiplied by the cents per point resulting from the original calculation of the male regression line. The result is the adjustment amount that is to be applied to the existing rate of pay for the position.)

- b. If there is more than twenty (20) points up or down from the existing rating, a new job description and job title shall be created in accordance with Article 2.3 of this Agreement.
 - c. If there is twenty (20) point or greater reduction from the existing rating, the existing rate for the position shall be adjusted downward to the rate determined by the formula in Article 2.2.5(a) above. The incumbent(s) in the position shall be identified as “Red-Circled” and shall continue to receive all negotiated increases. Employees subsequently hired into the new position shall be paid at the rate determined by the formula in Article 2.2.5(a).
 - d. If there is a twenty (20) point or greater increase than the existing rating, the existing rate for the position shall be adjusted upward to the rate determined by the formula in Article 2.2.5(a).
- 2.2.6 No incumbent will have their wages reduced following the re-evaluation of their job and the establishment of a new wage structure.
- 2.3 Whenever the employer wishes to establish a new job, the following procedures shall apply:
- 2.3.1 The employer shall prepare a job posting for the job.
 - 2.3.2 The JJEC shall meet and establish a temporary pay rate for the job, based on the job posting.
 - 2.3.3 The job shall be posted and any person appointed to the job shall be paid the temporary pay rate.
 - 2.3.4 After six (6) months from the appointment of an incumbent to the job, the incumbent(s) and the supervisor shall complete a *Job Analysis Questionnaire* which shall be submitted, along with an updated job description to the JJEC. The JJEC shall develop a final job description and rate the job according to the Gender-Neutral Job Evaluation Plan. A copy of the final job description shall be provided to the incumbent. The rate of pay increases shall be paid to each incumbent effective the date of his/her appointment to the job. In the event that the pay rate of the job decreases as the result of this six (6) month re-examination of the job, the reduced rate of pay will be paid at the beginning of the next pay period.
- 2.4 The incumbent(s) may request reconsideration of the job rating by completing and submitting a *Job Evaluation Reconsideration Form*, stating the reason(s) for disagreeing with the job description and/or the rating of the job. Any such request shall be submitted within sixty (60) days of receipt of the *Advice of Rating Form*. The incumbent(s) shall be permitted to make a presentation to the committee. The JJEC shall consider the request and make a decision, which shall be considered final and binding upon the parties and all employees affected. The Committee shall inform the incumbent(s) of its decision using the *Job Evaluation Review Decision Form* (attached).
- 2.5 After a job evaluation review has been completed for an existing job, there shall be no further review for a period of twelve (12) months.

Dispute Resolution

- 3.1 The Union and the Employer may consider alternatives in dispute resolution to arbitration. In the event the JJEC is unable to reach agreement on any matter relating to the interpretation, application or administration of the job evaluation program, the Co-chairpersons of the Committee shall request,

within ten (10) working days, that each party designate an advisor to meet with the Committee. The two (2) advisors shall meet with the Committee and attempt to assist in reaching a decision.

- 3.2 If, after meeting with the two (2) advisors appointed pursuant to Article 3.1, the Committee remains unable to agree upon the matter in dispute, the Co-chairpersons shall advise, in writing, the union and the employer of this fact, within fifteen (15) days.
- 3.3 Either party may, by written notice to the other party, refer the dispute to a single arbitrator who shall be selected by agreement of the parties. If the parties are unable to agree, either party may request the Director of Arbitration Bureau to appoint an arbitrator.
- 3.4 The arbitrator shall decide the matter upon which the JJEC has been unable to agree and his/her decision shall be final and binding on the JJEC, the Employer, the Union, and all affected employees. The arbitrator shall be bound by this Maintenance Agreement and the Gender-Neutral Job Evaluation Plan and shall not have the power to notify or amend any of their provisions. The jurisdiction of the arbitrator shall be limited to the matter in dispute, as submitted by the parties.
- 3.5 The Employer and Union shall be the parties to the arbitration hearing and shall have the right to present evidence and argument concerning the matter in dispute. The arbitrator shall have the powers of an arbitrator appointed pursuant to the Collective Agreement and, in addition, shall have the authority to require the parties to present additional information and to require other person(s) to present evidence, as deemed necessary by the arbitrator.
- 3.6 The arbitrator's fees and expenses shall be borne equally between the parties.

The time limits contained in this article may be extended by mutual agreement of the parties.

Original signed on behalf of:

BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 74 (GOLD TRAIL)

CANADIAN UNION OF PUBLIC EMPLOYEES (LOCAL 173)