

COLLECTIVE AGREEMENT

BETWEEN

**THE BOARD OF EDUCATION OF
SCHOOL DISTRICT
NO.5 (SOUTHEAST KOOTENAY)**

AND

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4165**

JULY 1, 2010 - JUNE 30, 2012

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COLLECTIVE AGREEMENT

BETWEEN:

**THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 5
(SOUTHEAST KOOTENAY)**

(hereinafter called the "Board")

PARTY OF THE FIRST PART

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4165
(hereinafter called the "Union")

PARTY OF THE SECOND PART

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

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

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

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 - UNION RECOGNITION

Section 1.1 - Bargaining Authority

The Board of Education of School District No. 5 (Southeast Kootenay) and the Canadian Union of Public Employees, Local 4165 mutually recognize each other as the exclusive representatives for the purpose of conducting collective bargaining regarding rates of pay, hours of work and all other working conditions of the employees of the Board, as certified by the Labour Relations Board, as long as the Union retains its rights to conduct collective bargaining on behalf of such employees under provisions of the Labour Code excepting those having authority to hire or discharge employees and those employed in a confidential capacity.

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

- Secretary-Treasurer
- Five Confidential Secretaries
- Two Supervisors of Operations
- Transportation Supervisor/Safety Officer
- Accounting Supervisor
- Director of Human Resources

Section 1.2 - Employee Status

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

Section 1.3 - No Other Agreement

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

Section 1.4 - Board Decision

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

Section 1.5 - Work of the Bargaining Unit

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

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

Section 1.6 - Personnel Files

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

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

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

Section 1.7 - Union Representation

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

ARTICLE 2 - BOARD'S RIGHTS

Section 2.1 - Management and Direction

The Union recognizes the right of the Board to operate and manage the schools in accordance with its commitments and responsibilities, and to make and alter from time to time rules and regulations to be observed by employees, which rules and regulations shall not be contrary to any provisions of this Agreement. Such rules and regulations or amendments to be communicated in writing to the Union within seven (7) calendar days. The Board shall exercise its rights in a fair and equitable manner.

Section 2.2 - Hiring and Discipline

- a) The Board shall always have the right to hire and subject to this Agreement shall have the right to discipline, transfer, demote and discharge employees for just cause. In the event of any such action, the Union will receive copies of correspondence to the parties involved, one to the Union President and one to the Union Secretary-Treasurer within seven (7) calendar days. The selection of all supervisory employees and the right to retire employees in accordance with the Pension (Municipal) Act shall be entirely a matter of the Board's decision.
- b) Notwithstanding the rights of the supervisor to supervise, evaluate and discipline employees, an employee may at his/her discretion, request the attendance of his/her shop steward at any investigative discussion between the employee and his/her supervisor which may result in discipline or any meeting during which an employee will be disciplined. In either event, an employee may request at any time during such discussions that further discussions be postponed until he/she can arrange for his/her shop steward to be present. Employees who are invited to a meeting, the content and/or resolve of which they believe may affect the terms and conditions of their employment, shall have the right to be accompanied by a shop steward or Union officer.

- c) A written evaluation will be provided to an employee within twelve (12) months of issuance of a letter of discipline.
- d) The Board shall remove letters of discipline from an employee's file after one (1) year, provided no additional letter(s) of discipline have been issued in the one (1) year period relating to the original issue of discipline

ARTICLE 3 - UNION SECURITY AND CHECK-OFF

Section 3.1 - Union Membership

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

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

Section 3.2 - Check-Off

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

Section 3.3 - The Board Shall Acquaint New Employees

The Board agrees to advise new employees that a Union Agreement is in effect, and with the condition of employment set out in the Articles dealing with Union security and deduction of dues.

Section 3.4 - Dues Notification

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

Section 3.5 - Union Membership Voting Rights

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

Section 3.6 - Financial Responsibility

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

ARTICLE 4 - UNION AND BOARD RESPONSIBILITY

Section 4.1 - Union Responsibility - Work Stoppages/Board Responsibility - Lockouts

The Union agrees that neither it, nor any of its representatives nor any employees, shall in any way encourage, authorize, or participate in any strike, walkout, or suspension of work on the part of any employee or group of employees, and that at all times its members shall, under the direction of the Board maintain all essential services in connection with the Board for proper operation of the schools during the life of the Agreement, and the Board agrees there shall be no lockout of the members of the Union during the life of this Agreement.

Section 4.2 - Legal Strike or Picket

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

ARTICLE 5 - HOURS OF WORK

Section 5.1 - Work Schedule

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

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

Section 5.2 - Clerical Staff/Education Assistants

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

Section 5.3 - General Staff

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

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

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

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

Section 5.4 - Rest Periods

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

Section 5.5 - Meal Allowance

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

Section 5.6 - Four Hour Minimum Work Day

5.6.1. Except where specified in 5.6.2, the Board will provide a minimum of four (4) hours work and twenty (20) hours work per week for a regular employee and for a temporary employee reporting to work who has posted in the position. The Union and the Board agree to work together to combine jobs, where appropriate, to allow for the increase in hours to the minimum.

The Union and Board have agreed to provide a five (5) hour minimum elementary and a six (6) hour minimum secondary for Child Care Workers. Every effort will be made to have all Child Care Workers position posted and filled by September 30th of each year.

In order to facilitate the guaranteed five (5) elementary and six (6) secondary hour minimum for Child Care Workers the Union and the Board will establish guidelines to implement the following:

- transfers within the employees community of work for the balance of the school year;
- should a Child Care Worker be laid off in the middle of the school year, the child care worker will be allowed to bump into another position at the end of the school year. For the duration of the school year the Child Care Worker would be transferred to another position (in own community).
- when bidding on Child Care Worker posted positions throughout the school year the successful applicant will be placed in those positions at the end of the school year and the posted position would be filled with a temporary employee.
- each case of transfer the Board and the Union would review and agree to on an individualized basis.
- with the exception of Child Care Worker's positions, posting rights and bumping rights would remain as outlined in the posting and bumping provisions of the collective agreement.

- when Child Care Worker's bid on permanent vacant positions in other classifications throughout the school year the successful applicant would move to the position upon completion of the posting process.
- 5.6.2 Exemptions from the four/twenty hour or more minimum will be as follows:
- Noon Hour Supervisors
 - Crossing Guards
 - Schools with less than 75 students
 - Bus Cleaners
 - Bus Monitors
 - Kindergarten Bus Runs
 - Lunch Program Coordinators
 - Other positions by mutual agreement
- 5.6.3 The four hours shall be consecutive but may exclude a lunch period up to one hour or a shorter period as defined elsewhere in the collective agreement.
- 5.6.4 Bus drivers are exempt from the requirement of consecutive hours. The daily hours for bus drivers shall be completed within a period of 12 consecutive hours.
- 5.6.5 Where the posting of additional hours is required, additional hours of less than four hours may be posted as "additional hours" and are available to employees who are able to accept the hours, in addition to their current assignment. Where posting of additional hours is not required, additional hours shall be assigned as per the collective agreement. Should the additional hours assigned not be accepted the position would be reposted with the additional hours attached.
- 5.6.6 The four hour minimum shall begin or continue to be implemented immediately and be completed no later than September 1, 2001. A joint committee comprised of equal members from the Union and the Board shall be established to deal with the implementation of the four/twenty hour minimum. In order to attain the four/twenty hour minimum the committee shall consider the following:
- 1) a combination of positions
 - 2) the reassignment of hours from position of currently less than four hours
 - 3) the posting requirements of combined jobs
 - 4) the applicability of other articles in the collective agreement
 - 5) other positions to which an exemption may apply for example (WCB return to work programs)
- 5.6.7 Either party may request that the Labour Relations Board appoint a mediator.
- 5.6.8 Failing resolution by a mediator the dispute will be forwarded to an arbitrator on an expedited basis.

Section 5.7 - No Lay Off

5.7.1 In accordance with the Accord Document outlined in the IIC2 report the Board has agreed that there will be no reduction in hours and no reduction in pay for all regular employees for the period October 1st through June 30th. For clarification and operational purposes the following applies: The effective date of any initial layoff must be no later than September 30th. The initial laid off employee who chooses to bump will be entitled to the hours of work of the bumped position effective October 1st. Layoff notices in the month of September must be received by the employee no later than September 25th. Layoffs resulting from the bumping procedure are exempt from this clause.

Existing agreements for Educational Assistances are unaffected by this procedure.

5.7.2 A joint committee established for the four hour minimum will review all incidents that occur regarding the reduction of hours and accommodations to be made to find a temporary situation to fit that employee with the same hours and the same rate of pay.

ARTICLE 6 - WAGES

Section 6.1 - Pay Days

The Board shall pay wages bi-weekly with pay days being every second Friday for earnings up to the previous Saturday in accordance with the wage schedules attached and forming part of this Agreement.

Employees shall be classified as per wage schedules attached and forming part of this Agreement.

Casual Pay

Casual employees shall be paid according to the wage schedule.

Section 6.2 - Classification Changes and New Positions

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

Section 6.3 - Where No Work is Available

An employee starting work in any day and being sent home before he has completed four (4) hours work, shall be paid for four (4) hours work at his regular rate of pay, or shall be paid for the actual hours worked greater than four (4) hours. An employee shall not be paid more hours than their regular shift.

In the event an employee reports for work but is sent home before commencing work, he shall be paid for two (2) hours at regular rate, unless he was advised by the Board not to report to work.

Section 6.4 - Call Out

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

Section 6.5 - Overtime and Call-Back Time

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

Section 6.6 - Lead hand

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

Section 6.7 - Assignments and Substitutes

An employee who is assigned to or substitutes on any job during the absence of another employee, or who performs the duties of a higher classification, shall receive the rate for the job or his regular rate whichever is the greater. When an employee is regularly assigned to a position paying a lower rate, his rate shall not be reduced for a period less than sixty (60) days in accordance with Article 4.

Section 6.8 - Shift Differential

a) Afternoon Shift

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

b) Night Shift

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

Section 6.9 - Personal Automobile

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

Section 6.10 - Job Description

- a) The Board agrees to draw up job descriptions for all positions and classifications for which the Union is the bargaining agent. These descriptions shall be presented to the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) days.
- b) No Elimination of Present Classifications
Existing classification shall not be eliminated or changed without prior agreement, in writing, with the Union.

Section 6.11 - Employee Evaluation

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

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

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

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

In the event the employee feels the evaluation is unjust they will have the opportunity to appeal the evaluation through the grievance procedure.

Section 6.12 - Coordinator Premiums

Any employee given the role of Coordinator will be paid a premium in the amount of two dollars (\$2.00) per hour above their regular rate of pay. The Coordinator will perform duties that are traditionally done by management and have been approved by the Union and Employer. An employee has the right to refuse such work. The withdrawal of such work shall not constitute a layoff.

ARTICLE 7 - OVERTIME

Section 7.1 - Entitlement

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

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

Section 7.2 - Extended Overtime

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

Section 7.3 - Accumulated Compensatory Time

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

- a) Employees will be permitted to accumulate compensatory time as follows:
 - 1) up to a maximum of five (5) days without approval:
 - 2) in excess of five (5) days only with the approval of the immediate supervisor:
- b) Use of accumulated compensatory time will be granted provided that:
 - 1) the request to the Supervisor is made at least five (5) days in advance.
 - 2) the time is mutually agreeable.
- c) Unused compensatory time as at December 31st will be paid out and may not be carried over to the next calendar year unless by mutual agreement.
- d) In the case of an emergency an employee may be permitted to use the accumulated compensatory time without having given the required five days notice provided that the immediate supervisor of such employee so permits.

Section 7.4 - Clerical Overtime

Upon approval of their supervisor, a regular clerical employee at a work site may work up to 40 hours per week at straight time. The employee must advise their supervisor of their availability to do this work at this rate.

ARTICLE 8 - STATUTORY HOLIDAYS

Section 8.1 - Entitlement

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

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

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

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

- ii) New Employees:

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

Section 8.2 - Holiday During Vacation

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

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

Section 8.3 - Employee Working On a Holiday

Should the schools be required to be in session on any Statutory Holiday, employees required to work on such holiday will be granted an alternate day off in lieu of the Statutory Holiday worked. The alternate day off will be taken at a mutually acceptable time no later than the conclusion of the employee's next annual vacation.

ARTICLE 9 - VACATION ENTITLEMENT

Annual vacation based on the employee's employment anniversary date shall be as follows:

Section 9.1 -Vacation Entitlement - Twelve Month Employees

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

Section 9.2 - Vacation Entitlement - Ten Month Employees

a) Appointed Hours

The amount of vacation entitlement given a regular or regular part-time employee based on the appointed hours shall be as follows:

1. Employees who have not completed one (1) year of service will receive one (1) vacation day for each completed month of service, to a maximum of ten (10) vacation days, if terminating prior to one (1) year of service.
2. 10/12 of three (3) weeks after one (1) year continuous service - 13 days.
3. 10/12 of four (4) weeks after five (5) years continuous service - 17 days.
4. 10/12 of five (5) weeks after eleven (11) years continuous service - 21 days.
5. 10/12 of six (6) weeks after twenty (20) years continuous service - 25 days.
6. With the exception of first year employees, vacation entitlement will be front end loaded in September of each year.

b) Extra Hours

The amount of vacation pay entitlements given a regular or regular part-time employee based on their extra hours worked above their appointed hours stipulated in Section 2 above shall be as follows:

1. Employees who have not completed one (1) year of service will receive 4% if terminated prior to one (1) year of service.
2. After one (1) year continuous service - 6%
3. After five (5) years continuous service - 8%
4. After eleven (11) years continuous service - 10%
5. After twenty (20) years continuous service - 12%

Section 9.3 -Vacation Entitlement Clarification - Definition of Vacation Day

For clarification, weeks are based upon your daily hours averaged over an employee's average five (5) day week average hours as per their appointment.

e.g. An employee who works twenty-five (25) hours in the first week of their appointment and twenty (20) hours per week in the second will have an average of twenty-two and a half (22.5) hours per week.

A vacation day in this example would be four and a half (4.5) hours for a day.

Section 9.4 - Vacation Period

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

Section 9.5 - Pay Procedure

If requested in writing, twelve month employees shall receive, on the last pay day preceding commencement of their annual vacation any monies that may fall due during the period of their vacation.

Section 9.6 - Leaving Board Service

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

Section 9.7 - Common Vacation Entitlement - Custodial

There will be a two (2) week common vacation time during the summer. One week will always be the fourth Monday of July. In even-numbered years, the second week will be the week after the fourth Monday of July. In odd-numbered years, the second week will be the week before the fourth Monday of July. This may be changed subject to mutual agreement between the parties.

ARTICLE 10 - LEAVE OF ABSENCE

Section 10.1 - Sick Leave

a) General Leave

- i) "Sick Leave" means the period of time an employee is permitted to be absent from work with or without pay, by virtue of sickness, unavoidable quarantine, or accident for which compensation is not payable under the Workers' Compensation Act.
- ii) An employee may be required to produce a certificate from a duly qualified medical practitioner for such illness certifying that the employee is unable to carry out his/her duties due to illness.
- iii) Any employee prevented from performing his regular work with the Board on account of an occupational accident that is recognized by WorkSafeBC as compensational within the meaning of the Act, shall receive from the Board the difference between the amount payable by WorkSafeBC and the employees' net salary, to a maximum of six (6) months, and thereafter the difference shall be deducted from the employees' accumulated sick leave. The rate of deduction shall be calculated as the difference between the amount payable by WorkSafeBC and the employees' net salary for each day off work. Such accident must not have occurred while the employee was working simultaneously for another Employer. Should the employee have no sick leave to his credit, then he shall only be entitled to the amount paid by WorkSafeBC.
- iv) In case of illness to an immediate member of the family of an employee where no one at home, other than the employee, can provide for the needs of the ill person, the employee shall be entitled, after notifying his/her supervisor, to use a maximum of five (5) sick leave days per illness for this purpose. Such illness must be certified by a medical practitioner.
- v) Salary for lost time due to compulsory quarantine shall be paid to an employee when certified by a medical officer, and not chargeable to sick leave.
- vi) "Gross earnings" shall be the gross salary paid to employees in accordance with their letters of appointment. (This would include Lead hand allowances, shift differential, etc., but not overtime, etc.)
- vii) For purposes of this section the retirement age for all employees shall be in conformity with the Municipal Pension Act.

- viii) Employees with permanent appointments, having successfully completed their three (3) month probationary period and working 18 hours or more per week shall participate in the short term/long term disability plan as described under sub-paragraph (b) below.
- ix) Employees not eligible to participate in the short term/long term disability plan will be eligible for sick leave under subsection (c) below.
- x) If the employee is unable to return to work after the 17 week period outline in Section (b) (viii), they will be eligible for the long term disability benefits. The long term disability benefits will continue as long as the employee is disabled or until age 65

b) Sick Leave -Employees Eligible for the Short and Long Term Disability Plans

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

- i) Employees in the employ of the Board as of December 31, 1985 will have their existing sick leave accumulation as of that date frozen at the wage rate as at December 31, 1985. This will be calculated at the rate earned as per the employee's letter(s) of appointment.
- ii) On January 1st of each year, eligible employees will be credited with six (6) sick leave days. These days will not be accumulative and the balance remaining on December 31st each year will be cancelled.
- iii) Employees becoming eligible after January 1st and before December 31st of any year will be credited with .50 days sick leave for each month worked. These days will not be accumulative and the balance remaining on December 31st each year will be cancelled.
- iv) Employees will use their sick days for sickness on the first, second and third day of illness. Employees will be covered by the short term disability plan on the fourth (4th) day of an illness, on the first day of an accident, and hospitalization or surgery when an employee is unable to return to work immediately thereafter.
- v) Employees may utilize their frozen sick leave accumulation to cover sick leave days in excess of the six (6) days per year allocated under subsection (ii) above.
- vi) The short term plan will provide employees with seventy per cent (70%) of their gross weekly earnings.
- vii) Employees may "top-up" the seventy percent (70%) payments under the short term disability plan by utilizing their frozen sick leave accumulation.
- viii) The short term plan will cover employees for a maximum of seventeen (17) weeks.

- ix) The Board will pay one hundred percent (100%) of the premiums for the short term disability plan for eligible employees.
- x) If the employee is unable to return to work after the seventeen (17) week period outlined in (Section B viii), they will be eligible to apply for the long-term disability benefits. The long-term disability benefits will continue as long as the employee is disabled or until age sixty-five (65), whichever comes first.
- xi) The long term plan will provide employees with seventy percent (70%) of their gross earnings to a monthly maximum of \$10,000. The rebate received under the EI premium reduction plan will be maintained by the Board to offset premiums of the long term disability plan.
- xii) The Board will pay 100% of the premiums for the long term disability plan for eligible employees.
- xiii) Upon retirement or upon retirement with a permanent disability entitling the employee to Municipal Pension Plan, employees shall receive fifty percent (50%) of the balance of their frozen accumulated sick leave.
- xiv) Upon the death of any employee twenty percent (20%) of the balance of the frozen accumulated sick leave will be paid his/her estate.
- xv) Employees will be permitted to utilize their frozen sick leave accumulation for early retirement in accordance with the provisions of the Municipal Pension Act.
- xvi) Employees will be advised in writing on February 28th of each year of the balance of their frozen sick leave accumulation as of December 31st.
- xvii) The existing zonal sick leave bank is discontinued completely as of December 31, 1985.
- xviii) The conditions of the contract between the insurance carrier and the employer will be mutually agreed to by the union and the employer.
- xix) For coverage of benefits during illness refer to Article 12.2.
- xx) Should the payment from the insurance company not arrive on time, the employer will make the payment and the employee will turn the insurance cheque over to the employer.

c) Sick Leave -Employees Not Eligible for Short Term and Long Term Disability Plans

- i) Sick leave shall be granted to continuing and temporary employees working less than eighteen (18) hours per week, on a pro-rata basis on the basis of one and one-half (1 1/2) days for every month of service. In any one year, where an employee has not had sick leave or only a portion thereof, they shall be entitled to an accrual of all the unused portion of sick leave for their future benefit up to a maximum of one hundred and thirty (130) work days. A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave.

- ii) Leave without pay of one year because of illness shall be granted to an employee who does not qualify for sick leave with pay, or who is unable to return to work at the termination of the period for which sick leave with pay is granted. At the end of one year, an extension may be granted by the Board.
- iii) When an employee is granted leave of absence without pay for any reason, they shall not receive sick leave credit for the period of such absence, but shall retain their cumulative credit, if any existing at the time of such leave.
- iv) An employee entitled to sick leave under this Article, shall receive twenty percent (20%) of their unused accumulated sick leave upon:
 - I. retirement on or after the attainment of the minimum retirement age, whichever shall last occur, or
 - II. retirement with a permanent disability entitling the employee to Municipal Pension Plan, or
 - III. in the event of the death of an employee while in the service of the Board, the estate will be credited with monies, if any, owing.

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

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

Section 10.2 - General Leave of Absence

- i) The Board shall grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, providing such request is made in writing and is approved by the Board. The Union shall be notified of such leaves and duration. Leave of absence shall not be granted to an employee for the purpose of that employee working for another employer, or be self employed.
- ii) Employees on a leave of absence longer than twelve (12) months cumulatively shall cease to accrue seniority after twelve (12) months from the date the leave began. The employee will begin to accrue seniority again on the date he/she returns to work.

Section 10.3

a) Bereavement Leave

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

b) Personal Circumstances Leave

In the case of serious illness in the immediate family, an employee shall be entitled, after notifying his/her supervisors a maximum of three (3) days paid leave for that illness. Immediate family, for the purposes of this Section, shall be defined as a spouse, child, mother, father, brother, sister, mother in law, father in law, brother in law, sister in law, son in law, daughter in law, grandparent, grand child or any other person living in the same household. Serious illness in the family shall be defined as an illness which the attending physician considers sufficiently critical to require the employees' presence at the bedside. The employer may request a letter of verification from the attending physician. Serious illness shall also include time to transport an immediate family member to a medical facility for medical referrals that pertain to that serious illness.

These days will not be taken from the employee's sick leave bank but will be in addition to them.

Additional unpaid leave may be requested with no loss of seniority.

Employees may also access vacation entitlement for this purpose.

Section 10.4 - Jury Duty

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

Section 10.5 -Pregnancy Leave/Parental/Adoption Leave

- a) Upon written request, leave of absence without pay and without loss of seniority shall be granted to regular employees in accordance with the Employment Standards Act, Part 6, Pregnancy Leave, and Section 5.3 of this Article. A request for maternity leave must be supported by a Certificate of a Medical Practitioner. A pregnant employee who requests leave under this article is entitled up to seventeen (17) weeks for the birth of the child or termination of pregnancy. A birth mother who subsequently takes parental leave shall be entitled to an additional thirty-five (35) weeks of unpaid leave.
- b) An employee returning to work after such leave shall provide the employer with at least two (2) weeks notice. The returning employee shall be reinstated in his/her former position or a comparable position, with all increments to wages, entitlements and benefits to which the employee would have been entitled had the leave not been taken. The employer shall continue to make its contributions towards the premiums for group benefits during the period of the leave.
- c) Upon written request, leave of absence without pay and without loss of seniority shall be granted to an employee for the purpose of adoption/parental leave. Such leave shall be up to thirty-seven (37) weeks. The employer shall continue to make its contributions toward the premiums for group benefits during the period of leave. Annual vacation shall continue to accrue during the leave. A returning employee shall be reinstated in his/her former position or a comparable position.
- d) On the birth of his child, a male employee may apply for and shall be granted paternity leave with pay up to three (3) days.

Section 10.6 - Leave for Union Business

- a) The Board agrees that time spent in settling grievances during regular working hours by the Union Stewards, shall be considered as time worked, provided that such time shall not exceed the total of twenty-four (24) working hours in any one month. The Union agrees to forward to the Board a written list of names of such Stewards, a record of time spent by each Steward in settling disputes and a list of replacements obtained for Stewards who are required to be absent to settle disputes.
- b) The Board agrees to grant time off, without pay during any working day to Officers of the Union in the employ of the Board for Union business purposes, provided:
 - i) that such time off shall not exceed a total of forty-eight (48) working hours in any one month;
 - ii) that a written list of the names of such Officers in the employ of the Board shall be forwarded to the Secretary-Treasurer for this purpose;
 - iii) that a suitable substitute is available and is required;
 - iv) that the Board is advised by the Union each day that such officers will be absent.

- c) Bargaining representatives in the employ of the board shall have the privilege of attending collective bargaining meetings with the Board if held during regular working hours without loss of remuneration.

Elected Position

The Board agrees to grant a leave of absence without pay, not more than two (2) weeks after application from the Union, stating the intended duration of such leave, to a local Union Officer for business purposes provided a suitable substitute can be obtained, or to any employee who may be elected by the Union to a full-time position in any of the C.U.P.E. locals to this Agreement or who is elected to public office. The intended duration of such leave must be specified. It is agreed that such leave of absence shall be renewed upon application providing that such leave of absence shall not exceed a period of two (2) years at any one time or for the term of public office, whichever is the longer. It is agreed that the seniority of any employee so elected shall not be adversely affected and shall accrue during such leave.

Bargaining Representatives

Bargaining representatives in the employ of the Board shall have the privilege of attending collective bargaining meetings with the Board if held during regular working hours without loss of remuneration. The Union agrees to notify the Board of the names of such employees, whose number, for the purpose of this section, shall not exceed a total of four (4) employees at any one time.

Section 10.7 - Service in Armed Forces - Military Leave

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

Section 10.8 - Union Conventions or Education Seminars

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

Section 10.9 - Accommodation for Disabled Employees

- a) Any employee covered by this Agreement who becomes incapacitated due to injury or illness which prevents him/her from performing the duties of his/her regular position shall be provided with suitable alternate employment to the point of undue hardship for both the Employer and the Union. If modifications to a job are made within a classification there shall be no reduction in pay, however, if the accommodation involves an employee changing classifications he/she shall receive the pay for that classification. The employee's pay may come from a variety of sources.
- b) The Board and the Union recognize the benefit of enabling a disabled employee to return to suitable work as early as the employee is willing and able. For the purpose of this Article "disabled employee" is defined as an employee who is unable to perform the full duties of his/her regular job due to occupational or non-occupational accident or illness.
- c) For each disabled employee who is able to perform work, the Board, in consultation with the Union, a medical practitioner and the employee, shall cooperatively develop a "Modified Work Plan". The Work Plan will consider the employment needs and abilities of the disabled employee, the work place needs, and the interests of the Union. In the event of a dispute on medical grounds, the matter will be referred to an independent medical authority agreed to by the parties.
- d) The underlying principle behind each Modified Work Plan is to create a suitable position by modifying the employee's regular position through changes to both the employee's position and/or to other positions. With due regard to seniority, a reserved vacancy may be considered to facilitate the employee's return to full employment status.
- e) It is understood that the Union and Board reserve their right of access to the grievance procedure, up to and including arbitration, should there be disagreement with the application of these Modified Work Plan provisions.

ARTICLE 11 - SENIORITY

Section 11.1 - Seniority Defined

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

Section 11.2 - New Employees' Probationary Period

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

Section 11.3 - Seniority List

The Board shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union in May and November of each year.

Section 11.4 - No Loss of Seniority

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

Recall - Employees with be recalled according to the following:

- i) an employee with up to one year of service will be on recall for 12 months
- ii) an employee with one to 5 years of service will be on recall for 18 months
- iii) an employee with five plus years will be on recall for 24 months

A person on recall shall be required to bid on vacant positions if they want off the recall list. When a regular employee on recall assumes a temporary position, the time spent in the temporary position shall be added to his recall period. The maximum amount of time an employee can be on the recall list at any one time shall be forty eight (48) months

Section 11.5 - Loss of Seniority

An employee shall lose his seniority only in the event:

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

Section 11.6 - Transfer In and Out of Union

- a) No employee shall be transferred to a position outside the bargaining unit without his/her consent. Effective July 1, 2006, if an employee is transferred to a position outside the bargaining unit, he/she shall retain his/her bargaining unit seniority for a period of six (6) months. If an employee returns to the bargaining unit during this initial period of six (6) months, he/she shall be placed in a job consistent with his/her seniority. Such return shall not result in the lay-off or bumping of a bargaining unit employee. An appointment to any vacant position shall be as per this agreement.
- b) If an employee has been transferred to a position outside of the Bargaining Unit, or the person has never been a member of the Bargaining Unit, he shall only be able to be placed in the Bargaining Unit if:
 - i) there is a position open where no other Bargaining Unit member will be displaced.
 - ii) the appointment to the vacant position will be as per this Agreement.

Section 11.7 -Casual/Temporary Employee

- a) No seniority shall accrue for a casual or temporary employee unless that employee is appointed, by letter, to a regular, full or part-time position with the Board, thereby attaining the status of a regular employee.
- b) Casual and temporary employees who become regular employees shall be credited for purposes of seniority, each day in which that employee worked a full or part-time shift in the two-year period immediately prior to the employee attaining regular status.

The seniority date of the employee shall be the date at which the employee was appointed to a regular position backdated by the number of weekdays equal to the number of full or part-time shifts worked by the employee in the two-year period immediately prior to the employee attaining regular status.

An employee whose seniority date is backdated shall be considered to be on probationary service for the three months immediately following the backdated seniority date provided that the employee was employed in the same capacity as the position to which he is appointed and thereafter is on regular service subject to the provisions of Article 11.10.c.

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

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

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

Section 11.8 - Layoffs, Bumping Procedure and Rehiring

a) Definition of Layoff

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

b) Layoff and Bumping Procedure

1. Within five (5) working days of notification of layoff, the laid off employee shall indicate in writing to the employer his/her intent to bump or to be laid off.
2. If there are no positions to which the employee can bump, such employee shall be laid off.
3. An employee about to be laid off may bump any employee with less seniority, providing the Board is satisfied the employee exercising the right is qualified to perform the work of the employee with less seniority. A reasonable familiarization period will be provided. The right to bump shall include the right to bump up.

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

- i) Employees who fill more than one part-time position may exercise their right to bump if the position with the greater number of hours is reduced or made redundant.
 - ii) Employees who are laid off a secondary position will only be allowed to bump into other positions provided it does not conflict with the hours of work of their other part time position.
 - iii) Employees who fill two positions of equal hours may exercise their right to bump if either is reduced in hours or made redundant.
4. The employer may request assistance from the Union to ensure an orderly transition in the event of layoffs and recall.
 5. Grievances concerning layoff and recall shall be initiated at Step 3 of the grievance procedure.

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

c) Recall Procedures

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

d) No New Employees

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

e) Advance Notice of Layoff

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

f) Severance Pay

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

- a) two (2) weeks pay where the employee has completed a period of employment of at least six (6) consecutive months, and
- b) after completion of the period of employment of three (3) consecutive years, one (1) additional week's pay and for each subsequent completed year of employment, an additional week's pay up to a maximum of eight (8) weeks pay.
- c) an employee choosing severance pay shall do so within thirty (30) days of receipt of layoff notice.
- d) an employee choosing severance pay forfeits his/her right to recall as provided in this Agreement.

Section 11.9 - Responsibilities of Laid Off Employees

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

Section 11.10 - Job Postings

- a) In the event of a vacancy occurring in any classification covered by this Agreement, or in the event of a new position being created, notice thereof shall be posted for five (5) working days and a copy shall be mailed to the Secretary of the Union. Such posting and notice shall contain the following information: nature of the position, required ability, hours of work and wage rate or salary range, the closing date for accepting applications. Postings with work sites in more than one community will clearly specify the Home Base location for the position and the communities to be attended for the assignment. Applications must be made in writing. The Union shall be advised in writing of the name(s) of the successful applicant(s) within seven (7) days following his or her appointment.

During the period July 1 through August 14, inclusive, postings will be for a minimum of eight (8) working days.

- b) The Board agrees that in making promotions, the applicant with the greatest seniority and having the required qualifications and ability to do the job, shall be awarded the position. The Board shall determine the qualifications and ability in a fair and equitable manner.
- c) **Reporting to a New Position**

No member of the bargaining unit will bid on a posting unless the member will report to work in the new position if successful in the bidding process. This shall not apply where the employee has the opportunity to bid on a position with more hours, a higher rate of pay, a permanent position, or can relocate to a worksite closer to their residence, and is successful in their bid.

Should an employee be successful in their bid, but not report due to one of the above situations, the Board may then offer the next qualified applicant from the original posting, as a temporary position, without reposting the position. The temporary appointment would last until the successful applicant reports to the new positions.

- d) All promotions, transfers, demotions shall be subject to a trial period of 60 working days. Conditional on satisfactory service, such trial promotion shall become permanent after the period of 60 working days.

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

In the event an employee reverts back to the employee's former position the vacant position may be awarded to the next senior qualified person on the list of original employee applications or may be reposted.

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

When the incumbent returns to work he/she shall return to his/her former posted position and the temporary replacement employee shall return to his/her posted position. If a layoff has been issued for the position in his absence he shall have bumping rights. Other employees affected by this process will have rights as per Article 11.8. Article 5.7.1 does not apply to those employees who are bumped by this process.

- (ii) In the event of an incumbent being off work due to a disability for more than eighteen (18) consecutive months, the position will be posted as a regular position.

If the incumbent returns to work, he will return to his previous position. If a layoff has been issued for the position in his absence he shall have bumping rights. Other employees affected by this process will have rights as per Article 11. Article 5.7.1 does not apply to those employees who are bumped by this process.

In the event a temporary posting exceeds three (3) months, the employee filling the position will achieve benefits as per this Collective Agreement.

Any position that has its hours increased more than one (1) hour shall be posted as a vacancy. Any position that has its hours increased one (1) hour or less will not be posted as a vacancy. If the incumbent refuses the increase he or she will be considered in a layoff position.

- f) No outside advertisement for a vacancy to recruit additional employees shall be made until after such posting has been completed.

g) **Preference to Disabled Employees**

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

h) **Promotion for Heating Engineer Certificate**

Where a vacancy occurs, requiring a heating certificate, present employees shall be given the opportunity of obtaining a temporary permit to enable them to acquire the knowledge necessary to obtain the required heating certificate, providing the employee shall avail himself of the opportunity so afforded, and failing to do so, he shall forfeit his right to such position or vacancy. No employee shall be permitted to operate a boiler for a period longer than two (2) consecutive heating periods, i.e. October 1 to March 31, with such a temporary permit. Any employee failing to obtain the necessary heating certificate or failing to avail himself of the opportunity to do so, shall revert to the position he would have held had he not been so promoted.

i) **Provision for Promotion**

In cases of promotion requiring higher qualifications or certification the Board shall give consideration to employees who do not possess the required qualifications but are already in the process of qualifying prior to the posting date. Such employees will be given an opportunity to qualify or revert to their former positions if the required qualifications are not met.

j) **Permanent Transfer**

If the transfer of an employee from one school to another is to be of a permanent nature, it will be made only with the agreement of the Union, and subject to the provisions of this Article. When the transfer is made on a permanent basis, the rate of pay shall be as set forth in the Wage Schedule for that position, of this Agreement. If an employee transferred on a temporary basis, sixty (60) calendar days or less, is required to work out of the school in which he/she usually works in order to effect such temporary transfer, then the Board agrees to provide transportation, if required, for the employee for the duration of the temporary transfer.

Section 11.11 - Notification

The Union shall be notified of all appointments, hiring's, layoffs, rehiring and terminations of employment.

ARTICLE 12 - EMPLOYEE BENEFITS

Eligibility

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

Section 12.1 - Municipal Pension Plan

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

Section 12.2 - Medical Coverage

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

Section 12.3 - Extended Health Care Plan

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

Vision Care - Two Hundred and fifty dollars (\$250.00) per family member once every two (2) years.

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

Section 12.4 - Dental Care Plan

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

Plan Basic Services - 100% payment of claims

Plan B Prosthetic Appliances - Crown and Bridge 50% payment of claims

Plan C Orthodontic - 50% payment of claims - lifetime maximum \$3,500 per patient.

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

Section 12.5 - Group Life Insurance

Eligible employees who have completed their probationary period of employment shall participate in a mutually acceptable group life insurance plan in the amount of \$50,000. Coverage or two and one-half (2.5) times the employee's annual income whichever is greater for each participant to a maximum of \$100,000.

Premiums shall be paid by payroll deduction with the Board contributing sixty percent (60%) and the employee forty percent (40%) of the monthly premium.

Section 12.6 - Employee and Family Assistance Program

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

Section 12.7 - Benefits Trust/LTD/Return to Work

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

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

ARTICLE 13 -GENERAL PROVISIONS

Section 13.1 -Accommodation

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

Section 13.2 -Courses of Instruction

- a) An employee may submit a request in writing for payment of Course fees upon successful completion. The Board may reimburse the employee if the following criteria are met:
 1. the course is directly work related
 2. the course is taken on the employee's own time.
 3. the Supervisor recommends approval.
 4. prior approval is received from Secretary-Treasurer.

- b) If the course is one which the Board has directed the employee to take, then the Board shall pay the cost of the Course. If the employee is not successful he/she may repeat the course at his or her own expense.

Section 13.3 -Personal Expenses

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

Section 13.4 -Tool Provisions

Any employee required to obtain tools shall have it supplied by the Board.

Section 13.5 -Protective Clothing

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

Section 13.6 - Bulletin Board

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

Section 13.7 -Notice of Termination

Except in the case of dismissal for just cause, regular employees shall be given two (2) weeks notice of termination of employment or two (2) weeks pay in lieu therefore, Employees wishing to terminate their employment are likewise expected to give the same notice to the Board.

Section 13.8 -Technological Change

Should any displacement of staff be indicated as a result of mechanization, the Board and the Union will meet and discuss the possibility of employing displaced persons in some other capacity, thirty (30) days prior to the implementation of such change. In the event that a regular employee is displaced he shall be offered an opportunity to bid on jobs held by employees with less seniority, providing the displaced employee possesses the qualifications required for the job held by the junior employee. Any employee subsequently laid off as a result of this procedure shall retain seniority and recall rights for a period of eighteen (18) months. An employee placed in a lower-rated position as a result of mechanization, shall not have his wages reduced, he shall continue to receive his old rate until such time as the agreement rate for his new position is equal to his actual rate of pay.

Following this eighteen (18) months layoff period where the Board is unable to provide work for a displaced person with five (5) or more years of service, severance pay will be paid on the basis of one weeks pay, at the regular rate of the position last occupied, for every year of completed service with the Board.

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

Section 13.9 - Curricular and Extracurricular Bussing

1. Driver's time shall be paid at the driver's regular rate as per C.U.P.E. Local 4165 Agreement.
2. On trips outside of School District No. 5 boundaries, bus drivers will receive meal allowances as per School District No. 5 Board Policy.
3. Drivers will be provided a suitable location to rest for any trips requiring off duty time as directed by the Motor Vehicle Act.

When drivers require 8 hours of continuous rest suitable lodging will be provided.

4. **Overtime:**

Overtime to be calculated for hours worked in excess of forty (40) hours per week and paid as per C.U.P.E. Local 4165 Agreement. Waiting time will not be included in the calculation of overtime.

5. Drivers' hours shall be calculated as follows:

Day Trips

Drivers will be paid for all hours including time for pre-trip before departure from home terminal and time for post trip upon return to home terminal.

Overnight Trips

- i) On trips where the day ends at the home terminal prior to 5:00 p.m., the driver shall be paid for time on duty.
- ii) On trips where the day ends at the home terminal after 5:00 p.m., the driver shall be paid eight (8) hours or time on duty whichever is the greater.

6. Calculation for payment shall include warm up and clean up time.

7. The driving of regular busses, extracurricular busses, and special activity busses as designated by the Motor Vehicle Act, as defined in this Agreement, for the purpose of transporting students on curricular or extracurricular trips is the work of the C.U.P.E. Local 4165 Bargaining Unit, save and except the following:

- i) Regular Cranbrook District Teachers' Association members may drive extracurricular busses and special activity busses, as defined in this Agreement, on overnight extracurricular trips.
- ii) Other Cranbrook School District employees may drive extracurricular busses and special activity busses, as defined in this Agreement, on overnight extracurricular trips by mutual agreement.
- iii) Extracurricular trips that are financed solely through fund-raising may or may not use C.U.P.E. Local 4165 Bargaining Unit drivers.
- iv) Chartered busses can be used when the trip is beyond the East and West Kootenay School District. Charter busses can be used within the East and West Kootenay School Districts by mutual agreement.

8. **Definitions**

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

- v) Home terminal is defined as the usual maintenance location for the bus and is as follows:
 - a. Cranbrook is the Cranbrook bus shop
 - b. Jaffray is the Jaffray bus garage
 - c. Fernie is the Fernie bus stop
 - d. Sparwood is the Sparwood bus garage
 - e. Grasmere is the Grasmere School
 - f. Elkford is the Elkford Bus Storage Facility

Section 13.10 -Transportation of Students

Curricular Trips

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

Extracurricular Trips

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

Section 13.11 -Typing Test

- a. Typing tests shall only be required once during the clerical employee's term of employment
- b. If a new clerical employee has a valid certificate from an accredited institution, no typing test will be required.

ARTICLE 14 -HEALTH AND SAFETY

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

Section 14. 1 -Safety Committee

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

Section 14.2 -Safety Training

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

Section 14.3 -The Right to Refuse Unsafe Work

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

Section 14.4 -Workers' Compensation Board

All employees shall be covered by the Workers' Compensation Act. No permanent employee shall have his/her employment terminated as a result of absence from work with a compensable injury or claim. Pending settlement of the insurable claim, including appeals, the employee shall continue to accrue seniority.

Section 14.5 -First Aid Allowance

The Board shall pay an allowance to a CUPE employee who is designated First Aid Attendant of the School, based on the following:

Level I WCB Occupational First Aid Certificate	\$250.00 per annum
Level II WCB Occupational First Aid Certificate	\$500.00 per annum
Transportation Endorsement	\$150.00 per annum

In the event the Board determines it is necessary to designate an Alternate First Aid Attendant, the Alternate designate First Aid Attendant will receive 50% of the per annum.

The Board shall reimburse the applicable course fees for the acquisition and renewal of the Certificate subject to successful completion of the course. It will be the responsibility of the employee to apply for this reimbursement and provide proof of payment and proof of successful completion.

ARTICLE 15 -GRIEVANCE PROCEDURE

Section 15.1

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

- Step 1 - Such difference or grievance shall first be reduced to writing and taken up by the employee or a representative of the Union with the employee's supervisor.
- Step 2 - Should the supervisor be unable to affect a settlement, within five (5) working days of receipt of such grievance, it shall be submitted to the employee's department head or the Secretary-Treasurer of the Board.
- Step 3 - Failing settlement within five (5) working days, such grievance shall be referred to a grievance committee comprised of two (2) members each from the Board and Union. The committee shall, if it so desires, have its advisors in attendance. Failing settlement within ten (10) days by the committee the matter shall be promptly referred to and dealt with by Arbitration as set forth in Article 16.

Section 15.2

Should the Board or the Union initiates the grievance, the matter shall be dealt with by the grievance committee as set out in Step 3, Section 15.1 of this Article.

Section 15.3

If a dispute is not submitted within sixty (60) calendar days after the occurrence of the act or decision giving rise to the dispute, then the dispute shall be deemed to be abandoned, and all rights of recourse to the dispute procedure shall be at an end.

Section 15.4

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

Section 15.5

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

Section 15.6

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

Section 15.7

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

Section 15.8

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

Section 15.9

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

ARTICLE 16 -ARBITRATION PROCEDURE

Section 16.1

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

Section 16.2

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

Section 16.3

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

Section 16.4

Each party shall pay:

1. the fees and expenses of the Arbitrator it appoints;
2. one-half the fees and expenses of the Chairman.

Section 16.5

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

Section 16.6

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

ARTICLE 17 -DURATION OF AGREEMENT

Section 17.1

This Agreement shall remain in effect for the period of July 1, 2010 to June 30, 2012 and from year to year thereafter unless mutually amended by the parties.

Section 17.2 -Housekeeping

The operation of Section 50, Subsection (2) and (3) of the Labour Code (RSBC 1996) is hereby specifically excluded and shall not be applicable to this Agreement.

ARTICLE 18 -GENERAL

Section 18.1 -Job Security

No regular employee of the School Board shall lose their position or suffer a reduction of their regular hours as the result of the Board contracting out any School Board work. The Board agrees that any work or services performed by the bargaining unit or hereinafter assigned to the bargaining unit shall not be contracted out. This may be varied in writing subject to mutual agreement between the parties.

The word "regular" refers to full time and part time employees, excluding casual employees.

Section 18.2 -Indemnification

- a) The employer shall indemnify employees from any damages or court costs as a result of any civil action or proceeding brought against them arising from any acts or omissions which occurred during or arose out of the performance of their duties, including a duty imposed by any statute. This indemnification shall include the paying of any sum required in the settlement of such action or proceeding.
- b) Subsection (a) does not apply where:
 - a) an employee has, in relation to the conduct that is the subject matter of the action been found guilty of dishonesty, gross negligence, fraud, malicious or willful misconduct, child abuse or sexual misconduct; or
 - b) the cause of action is libel or slander.
- c) The employer will indemnify employees for legal fees and disbursements based on fair and reasonable limits.
- d) Indemnification will not apply where the defense of the action or proceeding is covered by the insurance policy provided to school boards by the Ministry of Education.

Section 18.3 -No Discrimination/Sexual and Personal Harassment

a) No Discrimination

The employer and the Union agree that there shall be no intimidation or discrimination with respect to any employee in the matter of hiring, assigning wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification discharge, or any other action by reason of age, race, creed, sexual orientation, gender, marital or parental status, physical or mental disability, nor by reason of their membership or activity in the Union or any other reason. The Employer shall comply in all respects to those provisions outlined in the Federal and Provincial Human Rights Legislation.

b) Sexual and Personal Harassment

- i) The Board and the Union recognize the right of all employees to work in an environment free from sexual and personal harassment.
- ii) Sexual harassment shall be defined as any sexually oriented practice that undermines an employee's health or job practice or endangers an employee's employment status or potential.
- iii) Personal harassment shall be defined as intentionally offensive comments or actions deliberately designed to demean and/or belittle an individual or cause personal humiliation.
- iv) Any complaint alleging sexual or personal harassment shall be treated seriously and in the strict confidence.
- v) An employee may choose to discuss the matter with the alleged harasser to resolve the issue with or without Union Representation.
- vi) If the matter cannot be resolved the employee may address the issue through the grievance procedure at Step 1, 2 or 3.

Section 18.4 -Practicum Placement Partnership Agreement

For the purposes of allowing students to achieve their work experience requirements in School District No. 5 (Southeast Kootenay) worksites, CUPE Local 4165 employees will act as instructors to those students. Students will not replace any CUPE Local 4165 employee.

Section 18.5 -Professional Development

Child Care Workers may participate in two professional development days per year. These days must have prior approval of the Director of Student Services or designate.

Section 18.6 -Copyright Infringement

Any employee directed by a supervisor to do copying and/or reproduction of material shall not be held responsible for any copyright infringement violation occurred on behalf of the Board while performing the required work.

Section 18.7 -Public Sector Accord

The parties agree and acknowledge that the Public Sector Accord on K-12 support staff issues is valid and applicable during the term of this collective agreement.

Section 18.8 -Drafting Collective Agreement

The Union will be responsible for the drafting of the Collective Agreement at the conclusion of bargaining.

Section 18.9 -Definitions

Employees

For the purpose of this agreement, employee or employees mean a person or persons defined as such under the Labour Relations Code.

Regular Employees

A regular employee is an employee (full time or part time) who holds a regular position and who has successfully completed the probationary period.

Temporary Employees

A temporary employee is a casual or new employee who is appointed to a temporary position, or an employee in a regular position who has not yet completed the probationary period.

Casual Employees

A casual employee is an employee who is employed on a day-to-day basis to augment or substitute for regular staff.

Probationary Period

The probationary period is the first three (3) months of continuous employment from the date the employee was appointed to his/her first regular position to confirm suitability for employment in the district as a regular employee.

Trial Period

A trial period is the first sixty (60) working days served by an employee to determine his/her suitability in a new classification. Employees will be required to serve only one trial period in any classification.

Temporary Positions

Temporary positions are defined as positions of a limited duration with a specific start date and finish date.

Worksite

Worksite is the place(s) of work to which an employee is assigned.

Home base

Employees assigned to work sites in more than one community will have one Home base for the assignment. The employee will begin and end the assignment at that Home base each day.

Community

For the purpose of this agreement Elkford, Sparwood, Fernie, Jaffray, Grasmere and Cranbrook are separate communities.

CUPE CLASSIFICATIONS AND WAGE INCREASES:

CUPE CLASSIFICATION	Base Rate (last agreement final rate)	July 1/10 +0%	July 1/11 +0%
Classroom Assistant	16.21	16.21	16.21
Clerk I	17.90	17.90	17.90
Clerk II	18.05	18.05	18.05
School Secretary	21.11	21.11	21.11
Computer Tech	23.69	23.69	23.69
Technology Foreman I	27.21	27.21	27.21
Journeyman Tech	24.97	24.97	24.97
Stenographer	21.74	21.74	21.74
Accounting Clerk	21.11	21.11	21.11
Accountant	23.69	23.69	23.69
Payroll and Benefit Coordinator	24.50	24.50	24.50
Office Manager	22.67	22.67	22.67
Education Assistant (Regular)	21.11	21.11	21.11
Education Assistant (Special)	21.74	21.74	21.74
Library Technician	18.40	18.40	18.40
Cross Guard	17.13	17.13	17.13
Noon Hour	18.05	18.05	18.05
Student	16.22	16.22	16.22
Labourer	17.88	17.88	17.88
Custodian	18.01	18.01	18.01
Custodian (Day)	18.72	18.72	18.72
Custodian Rover	20.32	20.32	20.32
Night Security	18.72	18.72	18.72
Trades I	20.01	20.01	20.01
Trades II	18.72	18.72	18.72
Trades Foreman I	28.10	28.10	28.10
Grounds Foreman II	22.74	22.74	22.74
Foreman II	21.10	21.10	21.10
Bus Driver	21.11	21.11	21.11
Bus Monitor	17.81	17.81	17.81
Bus Cleaning	18.72	18.72	18.72
Trades Certified Journeyman	25.86	25.86	25.86
Aboriginal Support W.	22.67	22.67	22.67
Sign Language W.	21.11	21.11	21.11
Cook's Assistant	22.67	22.67	22.67
Lunch Co-ordinator	18.64	18.64	18.64

AGREEMENT SIGNATURES

between

SCHOOL DISTRICT NO. 5 (SOUTHEAST KOOTENAY)

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4165

This Agreement made in Duplicate and Dated for Reference the ____ day of _____, 2012

SIGNED AT CRANBROOK, British Columbia, This ____ day of _____, 2012

ON BEHALF OF THE BOARD OF
EDUCATION OF SCHOOL DISTRICT NO. 5

ON BEHALF OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES LOCAL 4165

Chairperson of the Board

President

Secretary-Treasurer

Chairperson of Negotiating Committee

LETTER OF UNDERSTANDING #1

between

SCHOOL DISTRICT NO. 5 (SOUTHEAST KOOTENAY)

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4165

RE: Extracurricular Bussing

For one year from the date of signing, the following will apply:

1. All regular part time drivers will be given the first opportunity to be brought up to 40 hours per week prior to regular full time drivers driving any curricular and extracurricular trips.
2. Casual drivers will be assigned to regular runs when permanent part time or regular full time drivers take curricular or extracurricular trips that will give them more hours than their regular work, provided that a casual driver is available to drive the regular runs.
3. All waiting time and driving time shall be paid at the driver's regular rate.

This letter of understanding will remain in effect unless a casual quits as a result of reduced trips and/or time or a trip is cancelled because a casual is not available.

SIGNED AT Cranbrook, British Columbia this _____ day of _____ 2012.

ON BEHALF OF THE BOARD OF
EDUCATION OF SCHOOL DISTRICT NO. 5

ON BEHALF OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES LOCAL 4165

Chairperson of the Board

President

Secretary-Treasurer

Chairperson of Negotiating Committee

LETTER OF UNDERSTANDING #2

between

SCHOOL DISTRICT NO. 5 (SOUTHEAST KOOTENAY)

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4165

Re: Capital Works Construction

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

SIGNED AT Cranbrook, British Columbia this _____ day of _____ 2012.

ON BEHALF OF THE BOARD OF
EDUCATION OF SCHOOL DISTRICT NO. 5

ON BEHALF OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES LOCAL 4165

Chairperson of the Board

President

Secretary-Treasurer

Chairperson of Negotiating Committee

LETTER OF UNDERSTANDING #3

between

SCHOOL DISTRICT NO. 5 (SOUTHEAST KOOTENAY)

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4165

RE: Apprenticeship Program

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

Apprenticeship Branch requirements will apply to such applications.

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

SIGNED AT Cranbrook, British Columbia this _____ day of _____ 2012.

ON BEHALF OF THE BOARD OF
EDUCATION OF SCHOOL DISTRICT NO. 5

ON BEHALF OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES LOCAL 4165

Chairperson of the Board

President

Secretary-Treasurer

Chairperson of Negotiating Committee

LETTER OF UNDERSTANDING #4

between

SCHOOL DISTRICT NO. 5 (SOUTHEAST KOOTENAY)

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4165

RE: Casual Employment

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

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

During the months of July and August, temporary work will be assigned to the senior qualified applicant who has made written application to the Manager of Facilities or delegate. Applications should include:

- position(s) for which you wish to be considered
- your qualifications for each position
- work and home phone number where you can be reached

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

SIGNED AT Cranbrook, British Columbia this _____ day of _____, 2012.

ON BEHALF OF THE BOARD OF
EDUCATION OF SCHOOL DISTRICT NO. 5

ON BEHALF OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES LOCAL 4165

Chairperson of the Board

President

Secretary-Treasurer

Chairperson of Negotiating Committee

LETTER OF UNDERSTANDING #5

between

SCHOOL DISTRICT NO. 5 (SOUTHEAST KOOTENAY)

and

CANADIAN UNION OF PUBLIC EMPLOYEES

RE: Transportation of Special Needs Students by Public Transportation

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

Provisions of this agreement are:

1. students are participating in individual, not class, curriculum;
2. students will be accompanied by an education assistant;
3. public transportation is not used on a regularly scheduled basis except by mutual agreement.

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

SIGNED AT Cranbrook, British Columbia this _____ day of _____, 2012.

ON BEHALF OF THE BOARD OF
EDUCATION OF SCHOOL DISTRICT NO. 5

ON BEHALF OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES LOCAL 4165

Chairperson of the Board

President

Secretary-Treasurer

Chairperson of Negotiating Committee

LETTER OF UNDERSTANDING #6

between

SCHOOL DISTRICT NO. 5 (SOUTHEAST KOOTENAY)

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4165

RE: Contracting Out Committee

IT IS AGREED by both parties that the union and the board shall form an ongoing committee consisting of two (2) members of the board and two (2) members of the Union (one (1) from each zone) to deal with any issues that might arise regarding contracting out.

SIGNED AT Cranbrook, British Columbia this _____ day of _____ 2012.

ON BEHALF OF THE BOARD OF
EDUCATION OF SCHOOL DISTRICT NO. 5

ON BEHALF OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES LOCAL 4165

Chairperson of the Board

President

Secretary-Treasurer

Chairperson of Negotiating Committee

LETTER OF UNDERSTANDING #7

between

SCHOOL DISTRICT NO. 5 (SOUTHEAST KOOTENAY)

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4165

RE: Canada Pension Plan

IT IS AGREED by both parties to allow individuals wishing to qualify for CPP while working to do so under the following conditions:

1. You must be between ages 60 and 64
2. If you stop working in order to begin collecting - we must be able to find a suitable replacement.
3. Ten month employees must begin collecting during July or August.
4. Twelve month employees will have benefits covered for the month they are off.
5. You will expect to lose a month of pensionable time, seniority, and holiday accumulation.
6. All appropriate paper work must be completed and submitted to Payroll one month in advance.
7. A Leave of Absence request must be pre-approved by the Board for twelve month employees.

This letter will remain until the CPP rule changes come into effect.

SIGNED AT Cranbrook, British Columbia this _____ day of _____ 2012.

ON BEHALF OF THE BOARD OF
EDUCATION OF SCHOOL DISTRICT NO. 5

ON BEHALF OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES LOCAL 4165

Chairperson of the Board

President

Secretary-Treasurer
lr*cope 49104/05/2012

Chairperson of Negotiating Committee

Appendix "A"

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

The following items will form the basis of a framework for settlement between Support Staff Unions and Boards of Education in the K-12 Public Education Sector. This framework in its entirety will be incorporated into memorandum of agreement achieved between Support Staff Unions and Boards of Education no later than February 29, 2012.

Term

July 1, 2010 to June 30, 2012

Wage Re-opener

This memorandum of agreement is being negotiated in accordance with the PSEC Mandate established by Government for the current round of collective bargaining.

The employer agrees that in the event that Government decides to modify the PSEC Mandate, as it applies to the entire Public Service and Public Sector, during the term of the collective agreement, the school district and the local support staff union will have the opportunity to renegotiate the total compensation for the balance of the term of the collective agreement.

This opportunity to renegotiate will relate to total compensation only and such negotiations will be governed by the revised PSEC Mandate. This renegotiation will not result in the early termination of the collective agreement.

The Support Staff Education and Adjustment Committee

1. The parties agree to continue and expand the scope of the Support Staff Education and Adjustment Committee (SSEAC) to include the following:
 - a) an examination and discussion of any impediments arising from and the options to facilitate the introduction of shared services
 - b) a focus on best practices to integrate skill development for support staff employees with district goals and student needs
 - c) a study of the potential for regionalization of wages and benefits
 - d) an investigation of benefit standardization for the purpose of additional efficiencies during the life of the collective agreement
 - e) recommendations to address issues associated with hours of work and service delivery
 - f) a review of practices in districts having modified school calendars and the resulting impact on support staff
 - g) skills enhancement for support staff

There will be a total of \$550,000 allocated for the purposes set out above. The parties agree that work plans to address the above and any resulting recommendations will require mutual agreement.

2. The funds stipulated in Item 1 of the LOA - Class Organization Fund will be allocated in accordance with the following principles:
 - a) The SSEAC will provide advice to the Ministry of Education regarding the allocations of the above funds to Boards of Education.
 - b) This advice will include recommendations that be directed to expanding services for students. Examples of initiatives include enhancing incremental EA hours for initiatives such as consultations, collaborative planning meetings, student coverage and innovative practices for existing EA positions working more than 10 hours per week and less than 35 hours per week.
 - c) Support staff local unions and Boards of Education will formulate a plan for the above funds.
 - d) SSEAC will review such plans and provide input to the Ministry of Education.

Demographic, Classification and Wage Information

The employer will, subject to the availability of the data, provide the following information.

Every October 1st, the union will be provided with detailed bargaining unit demographic, earnings and job classification information for all reported bargaining unit members from the previous school year in Microsoft Excel spreadsheet format. This information will comprise the following data elements.

- School District employer
- Years of age (at the time of data submission)
- Gender
- Position code
- Current wage level
- Status (Permanent/Temporary/Casual)
- Annual hours of work
- Years of work experience with the current employer

BCPSEA will provide a Letter of Commitment regarding data as found in Attachment 1.

PEBT

The employer agrees to append the letter found in Attachment 2 to support staff collective agreements re: Public Education Benefits Trust for information purposes.

The parties agree that decisions of the Public Education Benefits Trust medical appeal panel are final and binding. The parties further agree that administrative review processes and the medical appeal panel will not be subject to the grievance procedure in each collective agreement.

Provincial Bargaining

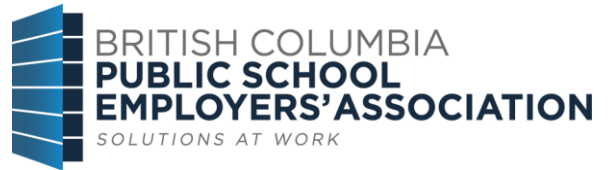
At least six (6) months prior to the expiry of collective agreements between K-12 employers and support staff unions, representatives of employers and support staff unions shall meet to discuss the process of provincial bargaining for the next round of collective bargaining.

There will be a total of \$200,000 allocated for the costs associated with provincial discussions related to bargaining.

Dated this 14th day of December, 2011.

The undersigned bargaining representatives agree to recommend this letter of understanding to their respective principals.

Attachment 1



Bill Pegler
K-12 Coordinator
Canadian Union of Public Employees (CUPE)

Letter of Commitment

BCPSEA agrees to coordinate the accumulation and distribution of demographic, classification and wage data, as specified in the Letter of Understanding dated December 14, 2011, to CUPE on behalf of Boards of Education. The data currently housed in the Employment Data and Analysis Systems (EDAS) will be the source of the requested information.

Original signed on December 14, 2011 by:

“Jacque Griffiths”

Jacque Griffiths
Associate Executive Director
BCPSEA

Memorandum: To All Member School Districts and Support Staff Unions

Settlors Statement on Accepted Policy and Practices of the PEBT

The Public Education Benefits Trust Fund (PEBT) was created in June 2002 and is sponsored by both the British Columbia Public School Employers' Association (BCPSEA) and the Canadian Union of Public Employees (CUPE). The program is governed by a Board of Trustees representing both School Districts and Support Staff workers in the K -12 sector. Currently, there are 59 school districts, 67 union locals, and over 20,000 plan members participating in the trust.

The Settlers to the PEBT are BCPSEA and CUPE. The PEBT holds a Settlers meeting annually where the Settlers are provided with an annual report and update from the Board. The Settlers also have an opportunity to raise issues and give input to the Board.

The PEBT sponsors a confidential Joint Early Intervention Service (JEIS) as an integral part of the disability program to assist plan members in their return to work. The program is supported by Unions, School Districts and the PEBT and is provided through funding from the provincial government for the "Core" LTD.

The PEBT is now entering its eighth year and members are more familiar with the plan and its operations. However, the PEBT Board has asked the Settlers to remind their respective constituents of the importance of following the policies and practices applied by the PEBT in providing the various benefits.

The Settlers recognize the value and importance of the PEBT in the K-12 Public Education Sector. The Settlers also recognize and support following the policies and procedures of the PEBT (outlined at www.PEBT.ca). The Settlers agree to work with and encourage their respective parties to adhere to the policies and procedures of the PEBT.

For further clarification please contact your BCPSEA or CUPE representative.

Appendix "B"

LETTER OF AGREEMENT

BETWEEN:

BCPSEA

AND

K-12 SUPPORT STAFF UNIONS

AND

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BC AS REPRESENTED BY
THE MINISTRY OF EDUCATION**

RE: CLASS ORGANIZATION FUND: Support Staff Priorities

WHEREAS:

The Ministry intends to establish and maintain additional funding for the purpose of addressing high priority challenges to student learning arising from the organization of classes within schools in the province; and

The K-12 support staff unions have since 2006 raised concerns in bargaining regarding the issues of unpaid Education Assistant work, lack of stable EA hours, bell to bell EA scheduling and lack of livable earnings for EAs, and

The Support Staff Education & Adjustment Committee (SSEAC) is a joint committee of K-12 Support Staff Unions and the BC Public School Employers' Association.

THEREFORE:

The parties hereby agree as follows:

1. Funding will be allocated as follows:
 - \$7.5 million for year one, for the school year commencing September, 2012, and
 - \$7.5 million per year for each year thereafter.
2. The SSEAC will provide advice to the Ministry of Education regarding the allocations of the above funds to Boards of Education.

3. In the event of a dispute arising from the interpretation, application or alleged violation of this agreement there will be a meeting of the parties, and failing agreement, the parties will submit the concern to a mutually agreed arbitrator.
4. It is a fundamental term of this Agreement that the Ministry will take all steps necessary to implement this Agreement including through introducing legislation to ensure its continuing validity. This Agreement is subject to the necessary legislative authorities existing, which will make it effective and remain in effect.

Original signed on December 14, 2011 by:

“Hugh Finlayson”
BCPSEA

“Terry Allen”
Support Staff Unions

“Rick Davis”
Ministry of Education