

**MEMORANDUM OF SETTLEMENT**

**COPY**

between

**THE BOARD OF SCHOOL TRUSTEES,  
SCHOOL DISTRICT NO. 6 (ROCKY MOUNTAIN)**

and

**CUPE LOCAL 440**

**RECEIVED**  
JUN 21 2005

The Parties hereto agree, subject to ratification by their Principals to amend the existing Collective Agreement (2000 - 2003) as amended below:

**Article 1 – Union Recognition**

**1.2 amend to read:**

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

1. One Director of Human Resources
2. One Director of Operations
3. One Operations Supervisor
4. One Manager of Technology Services
5. Three Accountants
6. Six Executive Assistants
7. One Administrative Assistant

Any changes to the above list are subject to written agreement between the parties.

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## Other Excluded Positions

### District Wide Classifications

1. Aboriginal Education Support Workers
2. International Program Home Stay Coordinator

### School Based Classifications

1. Five Student Support Workers
2. One School Based Prevention Worker

It is understood and agreed that no person excluded from the bargaining unit will perform any work normally and regularly performed by bargaining unit members.

## **Article 2**

### **Section 2 – Hiring and Discipline**

#### 2.2 amend to read:

The Board shall remove letters of discipline and direction from an employee's personnel file after twelve (12) months worked, providing no additional letter(s) of direction or discipline relating to the original issue of discipline or direction have been issued in the twelve (12) month period, the exception being when the disciplinary period is of longer duration than twelve (12) months. However, in the event that letters of direction or discipline have not been removed after the twelve (12) month period, they will be considered for all purposes as if having been removed. Employees are encouraged to request that letter(s) of direction or discipline should be removed from their personnel file.

## **Article 6 - Wages**

### **Section 2 – Classification Changes and New Positions**

#### 2.2 amend to read:

All new classifications and revised job descriptions shall be referred to the Job Evaluation Committee for review and rating. The maintenance

procedures will be used to maintain the Job Evaluation Plan in the following instances:

### **Article 10 – Leave of Absence**

1.9 amend to read:

In case of illness to an immediate member of the family of an employee where no one other than the employee, can provide for the needs of the ill person, an employee shall be entitled to use a maximum of five (5) accumulated sick leave days per illness for this purpose, after notifying her Supervisor. Such illness must be certified by a medical practitioner if so requested. (See also: Article 10, Section 3.2)

### **Section 3 – Compassionate Leave**

3.2 Family and Serious Illness Leave - amend to read:

- a) In the case of serious illness in the immediate family, an employee shall be entitled to a maximum of three (3) days paid leave for that illness, after informing her immediate supervisor. Immediate family, for the purposes of this Section, shall be defined as a parent, step-parent, mother-in-law, father-in-law, spouse, partner, common-law partner, child, step-child, child of a common-law partner, grandchild, brother, or sister. Serious illness in the family shall be defined as an illness which the attending physician considers sufficiently critical to require the employee's 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 inside or outside the East Kootenays.

### **Section 5 – Maternity Leave**

5.1 amend and renumber to read:

- 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 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 the 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 toward the premiums for group benefits during the period of the leave.

Benefit costs may be paid by the employee if so desired, provided the carrier(s) permit coverage.

### 5.3

- a) Extent
- b) Extended Pregnancy Leave

Amend maternity leave throughout article to read pregnancy leave.

## **Article 10 - Worker Compensation**

10.1 amend to read:

All Employees shall be covered by the Workers' Compensation Act. No permanent employee shall have 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 and shall continue to receive the full benefits of this Agreement.

## **Article 11 – Seniority**

### **Section 10 – Posting and Filling**

10.5 b) amend to read:

In the event the successful applicant proves unsatisfactory in the position, she shall be returned to her former position without loss of seniority at the applicable rate of pay. Any other employees promoted or transferred

because of the rearrangement of positions shall if necessary be returned to their former positions, as soon as operationally feasible.

## **Article 12 – Employee Benefits**

### Section 2 – Medical, Dental and extended Health Benefit

2.3 In the event of illness, the Board's contribution shall be for a maximum of one (1) year from commencement of such illness. Thereafter the employee may pay the full premium through the Board if she so desires or the Board, upon written request, will pay the total premiums on behalf of the employee for a maximum of twelve (12) months. The employee 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.

### Section 4 – Long Term Disability Plan

4.1 Eligible employees, who have completed their probationary period of employment, shall participate in a mutually acceptable Long Term Disability Plan. Premiums shall be paid by payroll deduction with the Board contributing ninety (90) percent and the employee ten (10) percent of the monthly premium.

It is agreed that the language in the collective agreement will be amended to reflect terms of coverage under the PEBT LTD plan as agreed.

- 2 year same occupation
- 66 2/3 % of gross pay
- 180 day qualifying period
- 17 1/2 hours per week (qualifying hours)

## **Article 13 – General Provisions**

### Section 4 – Tool Provisions – amend to read:

4.1 The Board shall supply **all tools** required by an employee to perform her duties with exception of Journeyman Mechanic.

4.2 For Journeyman Mechanics the Board shall provide and maintain all power and specialty tools. The Board will either provide hand tools or provide the Journeyman Mechanic a tool allowance of forty (\$40.00) dollars per month and

carry sufficient insurance to insure the Journeyman Mechanic's personal hand tools. (retroactive to July 1, 2003)

## **Article 17 – Duration of Agreement**

### **Section 1**

1.1 amend to read:

This agreement shall remain in effect from July 1, 2003 to June 30, 2006, inclusive, and from year to year thereafter unless mutually amended by the parties.

### **Wages**

Effective July 1, 2003 – 0%

Effective July 1, 2004 – 0%

Effective July 1, 2005 – wage reopener

Any wage increase is subject to the PSEC mandate for K-12 support staff in effect at July 1, 2005 and must be approved by BCPSE prior to implementation.

### **HOUSEKEEPING- WHERE AGREED**

### **Letters of Understanding**

The following Letters of Understanding will be deleted from ~~the~~ collective agreement:

(page 62) – **allocation** of funding transferred to the Job Security Fund

(page 66) – Compensation


(page 67) – Support Staff **Job** Security Early Retirement Incentive Plan

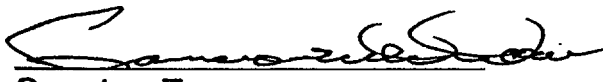
### **ALL REMAINING LETTERS OF UNDERSTANDING TO BE NUMBERED**

## AGREEMENT SIGNATURES


SIGNED AT INVERMERE, British Columbia, This 9 day of Feb, 2005

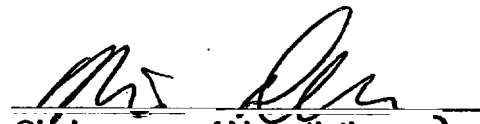
ON BEHALF of the Board of  
School Trustees of School  
District #6  
ROCKY MOUNTAIN

  
\_\_\_\_\_  
Chairperson of the Board

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

ON BEHALF of the Canadian  
Union of Public Employees,  
Local 440

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Chairperson of Negotiation  
Committee

  
\_\_\_\_\_  
CUPE National Representative

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