



COLLECTIVE AGREEMENT

BETWEEN

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

RECEIVED
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AND

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 440**

July 1, 2006 to June 30, 2010

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PREAMBLE

COLLECTIVE AGREEMENT

BETWEEN:

**THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 6
(ROCKY MOUNTAIN)**
(Hereinafter called the "Board")

PARTY OF THE FIRST PART

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 440
(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 those methods of bargaining and all matters pertaining to the working conditions of the employees are drawn up in an agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - UNION RECOGNITION

Section 1 - Bargaining Authority

The Board of School Trustees of School District No. 6 (Rocky Mountain) and the Canadian Union of Public Employees, Local 440 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 Labor Relations Board, as long as the Union retains its rights to conduct collective bargaining on behalf of such employees under provisions of the Labor 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:

- One Director of Human Resources
- One Director of Operations
- One Operations Supervisor
- One Manager of Technology Services
- Three Accountants
- Five Executive Assistants
- One Human Resources Coordinator
- One Administrative Assistant

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

Other Excluded Positions:

District Wide Classifications

- Aboriginal Education Support Workers
- International Program Home Stay Coordinator

School Based Classifications

- Five Student Support Workers
- 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.

Section 2 - Employee Status

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

Section 3 - No Other Agreement

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

Section 4 - Board Decision

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

Section 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.

Section 6 - Volunteers

No permanent or temporarily appointed Bargaining Unit member shall be laid-off, replaced or have their regular hours reduced, or suffer a loss of pay as a result of work performed by volunteers. Volunteers shall be supplementary to the employees in the bargaining unit. Any change in the extent and use of volunteers shall be subject to mutual agreement between the parties prior to implementation.

Section 7 - Plural or Feminine Terms May Apply

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

Section 8 - Amalgamation, Regionalization and Merger Protection

In the event the Board merges or amalgamates with any other body, the transfer shall be as per Part 3, Section 35 of the 1992 Labour Code.

Section 9 - 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 II - BOARD'S RIGHTS

Section 1 - Management and Direction

The Union recognizes the right of the Board to operate and manage its operations 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. The Board shall exercise its rights in a fair and just manner. Such rules and regulations, or amendments, shall be communicated in writing to the Union.

Section 2 - Hiring and Discipline

- 2.1 The Board shall always have the right to hire, and subject to this Agreement, shall have the right to discipline, transfer, demote and discharge employees for just cause. The selection of all supervisory employees and the right to retire employees in accordance with the Pension (Municipal) Act shall be entirely a matter of the Board's decision.
- 2.2 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 be removed from their personnel file.

Section 3 - Right to Have a Steward Present

Notwithstanding the rights of a supervisor to supervise, evaluate and discipline employees, an employee may, at her discretion, request the attendance of her shop steward at any investigative discussion between the employee and her supervisor which may result in discipline, or at any meeting during which an employee will be disciplined. In either event, an employee may request at any time during such discussions that further discussion be postponed until she can arrange for her shop steward to be present, provided this does not result in undue delay. 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. The Board or Supervisor will notify the Union to have a shop steward attend, with the employee, any meeting that could lead to disciplinary action.

Section 4 - Access to Personnel File

- 4.1 An employee shall have the right to request, in writing, access to her personnel file. The Board shall accommodate such request within a mutually agreeable time. A Board representative shall be present and the employee may request the attendance of a Union representative during the review. The employee shall have the right to respond, in writing, to any material therein, and such reply shall become part of the permanent record.
- 4.2 Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record.
- 4.3 Material from the employee's personnel file may only be introduced as evidence in a hearing provided the Union has received a copy in advance.
- 4.4 An employee shall have the right to request copies of any material contained in her personnel record. If the amount of material is excessive, the Board shall charge the employee for the reproduction costs.
- 4.5 There shall be one personnel file for each employee which shall be maintained by the Human Resources Department.

Section 5 - Permanent Transfer

If the transfer of an employee from one site to another is to be of a permanent nature, it will be made only after consultation with the Union and subject to the provisions of Article 11, Section 10.2. When the transfer is made on a permanent basis, the rate of pay for that position shall be as set forth in the Wage Schedule of this Agreement. If an employee transferred on a temporary basis, sixty (60) calendar days or less, is required to work out of the site in which she usually works in order to effect such temporary transfer, then the Board agrees to provide transportation, if required, to the employee for the duration of the temporary transfer.

ARTICLE III – UNION SECURITY AND CHECK OFF

Section 1 - Union Membership

The Board agrees that any present employee who, at the date of this Agreement, is a member of this Union, or any employee who hereafter during the life of this Agreement becomes a member or is reinstated as a member, shall as a condition of continued employment maintain membership in good standing for the duration of this Agreement. As a condition of employment all new employees shall become, and remain, members-in-good standing of the Union within thirty (30) days of employment.

Section 2 - Check-Off

During the life of this Agreement, the Board shall deduct, as a condition of employment, all Union dues, assessments, initiation fees, or a sum equivalent to dues as set by the Union from time to time, from the pay due each calendar month to each employee, and submit direct remittance to the National and Local Union as agreed, not later than the fifteenth (15th) day of the month following that in which such deductions are made.

Section 3 - Dues Notification

The Board shall, at the time of making remittances referred to in Article 3 - Section 2, enclose a list of employees and the amounts of the bi-weekly deductions.

Section 4 - New Employees - Dues Deductions

In the case of a new employee, dues deductions shall be made commencing with the first pay cheque received by the employee and shall continue bi-weekly thereafter. The said dues will be remitted monthly to the Secretary Treasurer of the Union not later than the fifteenth (15th) day of the month following that in which the deductions are made.

Section 5 - Union Membership Voting Rights

Each employee of the Board bound by the terms of this Agreement from whom the Board is obliged to deduct Union dues, or a sum equivalent to dues under this Article, shall have the right to vote as if a member of the Union in good standing with reference to ratification of Collecting Bargaining Agreements.

Section 6 - Financial Responsibility

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

Section 7 - The Board Shall Acquaint New Employees

The Board agrees to acquaint new employees with the fact that an Agreement between the parties is in effect and shall give to each new member a copy of this Agreement. Therefore, at a joint meeting a representative of the Board and the Union have the responsibility to acquaint the new employee(s) with the conditions of employment set out in the Articles dealing with Union security and deduction of dues.

Section 8 - Right of Representation

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees, or any other advisors, when dealing or negotiating with the Employer. Such representative(s)/advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement; but no classroom situation may be compromised.

ARTICLE IV - UNION AND BOARD RESPONSIBILITY

Section 1 - Union Responsibility - Work Stoppages & Lockout

1.1 Board Responsibility

- a) The Union agrees that neither it, nor any of its representatives, or employees covered under this Agreement, 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 during the life of the Agreement.

- b) At all times its members shall, under the direction of the Board, maintain all essential services in connection with the Board's operations during the life of the Agreement,

1.2 Lockout

The Board agrees there shall be no lockout of the members of the Union during the life of the Agreement.

Section 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 her refusal to work or to cross a picket line if permitted to do so by the striking Union.

ARTICLE V - HOURS OF WORK

Section 1 - Work Schedule

- 1.1 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", which shall be attached to this Agreement.
- 1.2 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.
- 1.3 The Board shall endeavor to minimize the number of split shift positions and will only establish such positions for operational reasons. The Board shall consult with the Union prior to posting such a position.

Section 2 - Clerical Staff and Special Education Assistants

The regular work week for all full-time employees covered by Wage Schedule "B" of this Agreement shall consist of five (5) consecutive work days of seven (7) hours each, Monday to Friday inclusive.

Section 3 - General Staff

- 3.1 The regular work week for all full-time employees covered by Wage Schedule "A" of this agreement shall consist of five (5) consecutive work days of eight (8) hours each, Monday to Friday inclusive.
- 3.2 Shifts for maintenance work on out-of-town sites shall start and end at the Maintenance Shop at the regular quitting time.

Section 4 - Rest Periods

All employees shall be permitted a fifteen (15) minute paid rest period both in the first half and the second half of a full shift to be taken on the premises, at a designated time. This is applicable to employees working a full consecutive half shift or more.

Section 5 - Meal Allowance

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

Section 6 - Where No Work is Available

- 6.1 An employee starting work in any day and sent home before she has completed four (4) hours work, shall be paid for four (4) hours work at her regular rate of pay. In the event an employee reports for work but is sent home before commencing work, she shall be paid for two (2) hours at regular rate, unless she was advised by the Board in advance not to report to work.
- 6.2 If, due to emergency circumstances beyond the Board's control, no work is available for a period in excess of two (2) consecutive days, other work will be provided to the full hours the employee regularly works, or a layoff shall be implemented.
- 6.3 A Special Education Assistant's regular daily hours of work will be guaranteed. The hours of work per day will not be dependent upon the attendance of a specific student.

Section 7 - Minimum Work Day / Week

- 7.1 Except where specified in #2 and #3, the Board will provide a minimum of four (4) hours work per day or twenty (20) hours work per week for a regular employee and for a temporary employee reporting to work who has posted into 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. It is understood that for existing or future positions where the requisite number of days per week is *mutually agreed* to be less than five, four hours/day would be considered compliant with this language.
- 7.2 Positions less than four (4) hours per day or twenty (20) hours per week shall be posted with a clause that preference will be given to those able to combine it with another position to meet the four (4) hour minimum requirement. If, after posting a position internally, the Board cannot meet the 4 hour minimum requirement, the Board must consult with the Union prior to filling the position. If the Union agrees, the Board may fill the position with a candidate working less than the required (4) hours per day or twenty (20) hours per week. The following conditions will apply and will be communicated to the candidate:
 - i. The assignment will be temporary and will not exceed twelve (12) months in duration for twelve (12) month positions and will not go beyond the end of the school year for positions less than twelve (12) months;
 - ii. Should the need for the position still exist at the conclusion of the temporary assignment, the position will be re-posted.
- 7.3 Exemptions from the four/twenty hour minimum will be as follows:
 - Noon Hour Supervisors;
 - Crossing Guards;
 - Small schools, with fewer than 75 students;
 - Lunch Program Aides; and
 - Other positions by mutual agreement.
- 7.4 The four hours shall be consecutive but may exclude a lunch period up to one hour or a shorter period, by mutual agreement.
- 7.5 Bus drivers are exempt from the requirement for consecutive hours. The regular hours for bus drivers shall be completed within a period of fifteen (15) consecutive hours.

7.6 A Joint Committee, comprised of equal members from the Board and the Union, shall be established to deal with the **four/twenty** hour minimum. In order to attain the minimum, the Committee shall consider the following:

- The combination of positions;
- The elimination of current positions of less than **four/twenty** hours;
- The reassignment of hours from positions currently of less than **four/twenty** hours;
- The posting requirements, if any, for combined jobs;
- The applicability of other articles in the Collective Agreement; and
- Other positions to which an exemption may apply.

In the event that the Joint Committee cannot come to resolution, matters may be referred to mediation and/or arbitration.

Section 8 - Work Day for Bus Drivers

The parties agree that a regular Bus Driver will be guaranteed a minimum of four **(4)** hours of work per day when school is in session.

Section 9 - Field Trips

In the event that a Special Education Assistant's services are required on field trips that extend beyond the regular school day and/or week, the following criteria will apply:

- a) Participation in a field trip shall be on a voluntary basis;
- b) All out of pocket expenses shall be covered through the school budget provided for field trips;
- c) If personal situations prevent an employee from participating in such activities, no pressure will be exerted.

ARTICLE VI - WAGES

Section 1 - Pay Days

1.1 The Board shall pay wages based on the bi-weekly pay period model in accordance with the wage schedules attached hereto and forming part of this Agreement. All earnings due, including overtime and casual hours worked during the time sheet period, shall be included in the period pay and shall be deposited seven (7) calendar days following the time sheet cutoff date.

1.2 All employees who agree, shall provide the Board written authorization to deposit all wages in the employee's account in a banking institution designated by the employee.

Section 2 - Classification Changes and New Positions

2.1 The setting of a job classification and accompanying wage rate in the wage schedules attached to this Agreement shall not bind the Board to create or fill such a position. However, it is understood that the Union retains the right to grieve the classification of any employee or group of employees covered under this Agreement.

2.2 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:

2.2.1 Job Evaluation Committee

- a) The parties shall each appoint three (3) members to the Job Evaluation Committee.
- b) The terms of reference of the Committee shall be as set out in this Section.
- c) The Committee shall meet as required to carry out its tasks. Evaluation of positions under Section 2.2.2 - Evaluations and Section 2.2.3 - Appeal Procedures shall be completed as soon as possible after submission under sections 2.2.2 a)(ii), 2.2.2 b)(i) or 2.2.3 a)(i) as the case may be.

2.2.2 Evaluations

a) Creating of a new position

- i) It is the responsibility of the Board to prepare a job description whenever a new job is created.
- ii) The job description shall be referred to the Committee which will determine the appropriate rating and advise the Board.
- iii) The Board shall provide the incumbent of the new position with a copy of the job description and rating upon appointment.
- iv) If the Committee is unable to establish a rating for a newly created job prior to posting of the position, the Board may proceed with implementation using an interim rating.

b) Changes to existing positions

Job descriptions shall not be construed as prohibiting the Board from requiring incumbents to perform comparable or transient duties within the area of knowledge and skills required by the job description. However, if such additional assignments become a continuing responsibility, or they become recognized as part of the job requirement and they are of sufficient importance to potentially influence the job rating, the following procedures apply:

- i) The employee shall complete a Request for Review Form, forwarding copies to the Committee for review as soon as possible. If the Board does not deem it necessary to ask for a review, then the employee can request a review through the appeal procedure.
- ii) The Committee shall review and confirm or revise the evaluation ensuring the adequacy of the job description and/or application of the evaluation manual.
- iii) Copies of the Advice of Decision Form shall be forwarded to the Board who shall discuss the result with the employee.

- iv) If either the employee, the Union or the Board does not agree, the decision may be challenged through the appeal procedures as outlined.
- v) When a job description and evaluation is changed by the foregoing process, it shall be implemented retroactively to the date when the Request for Review Form was completed.
- vi) Any employee affected by downward adjustments shall be red-circled as of the date in 2.2.2 b) (v) above.

2.2.3 Appeal Procedures

The appeal procedure may be used by incumbents or the Board after the job description and job rating has been completed as per Section 2.2.2 - Evaluations and either party feels that the job description is inadequate or the rating for the job is incorrect.

- a) Steps in the Appeal Procedure are as follows:
 - i) When there is a concern that the job description is inadequate or the rating is incorrect, it shall be referred to the Committee, who may discuss the matter with the incumbent and appropriate Employer representative(s). Concerns should be referred to the Committee as soon as possible after they become apparent.
 - ii) If the Committee agrees to a change in the job description or rating revisions will be made and implemented accordingly.
 - iii) If the Committee does not agree that a discrepancy exists, the Committee will so advise the parties.
 - iv) If the Committee is unable to come to a consensus, either party may pursue the matter through the arbitration process.
 - v) When a job evaluation is changed by the foregoing process, it shall be implemented retroactively to the date as in 2.2.5. General Maintenance Procedure.

2.2.4 Arbitration Procedures

- a) When agreement cannot be reached in the Committee on matters involving the accuracy of job descriptions and evaluations and/or the interpretation and application of the job evaluation rating manual, the matter shall be referred to a mutually agreed upon mediator.
- b) Where mediation is unsuccessful, the matter may be referred to arbitration.
- c) The selection and subsequent appointment of an arbitrator shall be by mutual agreement between the Union and the Board. Should there not be agreement, Article XVI ~ Arbitration Procedure shall apply.

2.2.5 General Maintenance Procedures

The Committee shall:

- a) Review and recommend revisions to the evaluation manual, forms and procedures as deemed necessary.
- b) Every three years or otherwise, as deemed necessary, review the rating of a sampling of jobs by the Committee for the purpose of ensuring that relativity is being maintained.

Section 3 - Call Out

- 3.1 An employee required to work in an emergency outside her regular working hours shall be paid for a minimum of two (2) hours at her regular rate, or at time and one-half (1-1/2) for time worked, whichever is the greater and shall be paid from the time she leaves her home to report for duty until the time she arrives back upon proceeding directly from work.
- 3.2 If the Board requires an employee to remain on standby as a result of extraordinary circumstances, the Board shall consult with the Union to determine appropriate compensation for such employee.
- 3.3 When an employee is required to open and close facilities for user groups, she will be paid one hour to open and one hour to close at her regular rate of pay.

Section 4 - 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 5 - Coordinators / Custodial Leadhands

- 5.1 In the event of a vacancy occurring for Maintenance Coordinator, Transportation Coordinator or Custodial Leadhand, notice shall be posted for five (5) working days and a copy shall be mailed to the Secretary of the Union.
- 5.2 For the purpose of filling the above positions the Board shall consider the qualifications and ability of applicants. Applicants will be required to:
 - a) show evidence of appropriate training in the field of work required for the position;
 - b) show relevant work experience in the field of work required for the position;
 - c) demonstrate leadership qualities for the position; and
 - d) possess a minimum of one (1) year service with the District.

In the event the factors outlined above are relatively equal among two or more employees, seniority shall be the determining factor. The Board shall determine qualifications and ability in a fair and equitable manner.

- 5.3 It is agreed the parties will develop appropriate Job Descriptions for these positions, including duties, responsibilities, hours of work and rate of pay. The process for the evaluation of employees in these positions will be ongoing.
- a) Maintenance Coordinators, designated as such by the Board, shall receive an allowance, in accordance with CUPE Local 440 - Schedule of Allowances above their regular rate of pay. Under the direction of the appropriate manager, the Coordinator shall be responsible for the general direction and daily work assignment of other maintenance employees in the respective zone. A Maintenance Coordinator may, in consultation with the appropriate manager, discipline employees under her supervision up to and not exceeding a verbal warning.
 - b) Transportation Coordinators, designated as such by the Board, shall receive an allowance, in accordance with CUPE Local 440 - Schedule of Allowances above their regular rate of pay. Under the direction of the appropriate manager, the Coordinator shall be responsible for the general direction and daily work assignment of other Transportation employees in the respective zone. A Transportation Coordinator may, in consultation with the appropriate manager, discipline employees under her supervision up to and not exceeding a verbal warning.
 - c) Custodial Leadhands, designated as such by the Board, shall receive an allowance, in accordance with CUPE Local 440 - Schedule of Allowances above the regular rate of pay. A Custodial Leadhand, in addition to her regular duties and under the direction of the appropriate manager, shall be responsible for the general direction and daily work assignment of other Custodians assigned to her school. A Custodial Leadhand shall neither evaluate the work performance of employees nor discipline such employees. A Custodial Leadhand shall communicate her concerns with the work, firstly to the employee concerned, and failing resolution, to the appropriate manager.

Section 6 - Assignments and Substitutes

- 6.1 An employee who, during her regular hours of work, is assigned to any job during the absence of another employee, or who performs the duties of a higher classification, shall receive the rate of pay for the job worked or her regular rate, whichever is the greater. When an employee is permanently assigned to a position paying a lower rate, her rate shall not be reduced for a period of sixty (60) calendar days.
- 6.2 No employee shall be transferred to a position outside the Bargaining Unit without her consent.

Section 7 - Shift Differential

7.1 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 in accordance with CUPE Local 440 - Schedule of Allowances for all hours worked.

7.2 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 in accordance with CUPE Local 440 - Schedule of Allowances for all hours worked.

7.3 Weekend Premium

Permanent part-time employees who work less than forty (40) hours per week shall be entitled to a weekend premium of one dollar (\$1.00) per hour in addition to the regular rate of pay if required to work on Saturday or Sunday or until overtime conditions come into effect.

Section 8 - Job Descriptions

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

Section 9 - Classifications

Existing classifications shall not be eliminated or changed without prior agreement from the Union in writing.

Section 10 - Trade Requirements

- 10.1 An employee required to hold more than one (1) trades qualification as recognized by the Ministry of Labor shall receive five (5) percent over the regular rate for each extra trade required.
- 10.2 Any annual fees necessary to maintain required trades certification or endorsements shall be paid in full by the Board.

ARTICLE VII - OVERTIME

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1.1 For all overtime work, each employee covered by this Agreement shall be paid as follows:

- a) All employees covered under Wage Schedule "A" attached to this Agreement:

All time worked over eight (8) hours per day or forty (40) hours per week, Monday to Saturday inclusive, shall be paid at time and one-half (1-1/2) the regular rate of pay for the first two (2) hours of overtime in any day, and at double (2) the regular rate of pay thereafter until commencement of the employee's next scheduled shift.

- b) All employees covered under Wage Schedule "B" attached to this Agreement:

All time worked over seven (7) hours per day or thirty-five (35) hours per week, Monday to Saturday inclusive, shall be paid at time and one-half (1-1/2) the regular rate of pay for the first two (2) hours of overtime in any day, and at double (2) the regular rate of pay thereafter until commencement of the employee's next scheduled shift.

- c) All overtime worked on Sunday for employees covered under Wage Schedule "A" and "B" attached to this Agreement shall be paid at double (2) time for every hour worked.

Section 2 - Computing Overtime Rates

For purposes of computing the hourly overtime rate, the hourly rate shall be multiplied by one and one-half (1-1/2) or two (2), as the case may be.

Section 3 - Extended Overtime

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

Section 4 - Accumulated Compensatory Time

All overtime must be approved by the employee's immediate supervisor, or in their absence, the Human Resources Department.

- a) Employees will be permitted to accumulate compensatory time as follows:
 - i) up to a maximum of five (5) days without approval.
 - ii) 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:
 - i) the request to the Supervisor is made at least five (5) days in advance; and
 - ii) the time is mutually agreeable.
- c) Unused compensatory time as at June 30th, will be paid out in cash, and may not be carried over to the next fiscal year. The fiscal year shall be from July 1 to June 30.
- d) In the case of an emergency an employee may be permitted to use accumulated compensatory time without having given the required five days notice, provided the immediate Supervisor of such employee so permits.

ARTICLE VIII - STATUTORY HOL

Section 1 - Entitlement

1.1 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 |
| Canada Day | Boxing Day |
| B.C. Day | |

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

1.2 Floating Statutory Holidays

Each regular employee shall be entitled to two (2) Floating Statutory Holidays annually, with an anniversary date of July 1st, which will be taken at such times as mutually agreed upon between the Board and the employee. Floating Statutory Holidays shall be taken at no additional cost to the Board and are non-cumulative. If for operational reasons, the days provided cannot be taken at no cost to the Board, these employees may take the Floating Statutory Holidays on days that school is not in session. See Appendix 'A'.

Section 2 - Holiday During Vacations

- 2.1 When any of the above Statutory Holidays fall on an employee's scheduled day off or is observed during an 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.
- 2.2 An employee required to work on a Statutory Holiday or day in lieu thereof, shall receive in addition to her regular pay for that holiday, time and one-half (1-1/2) her regular pay for hours worked.

Section 3 - Employee Working on a Holiday

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

A _____

Effective October 1, 1998, the annual vacation entitlement shall be provided to employees on a pro-rata basis each pay period based on the employee's employment anniversary date as follows:

Section 1 - Entitlement

- 1.1 Employees who have not completed one (1) year of service will receive one (1) work day for each completed month of service to a maximum of ten (10) work days, if terminating prior to one (1) year of service, or 6% of total gross earnings, whichever is greater.
 - a) Three (3) weeks after one (1) year continuous service.
 - b) Four (4) weeks after six (6) years continuous service.
 - c) Five (5) weeks after twelve (12) years continuous service.
 - d) Six (6) weeks after twenty-two (22) years continuous service, plus one day for each year of service after twenty-two (22) years.
- 1.2 An employee with at least one (1) year of permanent service with the Board may request to use a portion of his vacation entitlement in advance.

Section 2 - Regular Part-Time Employees

- 2.1 For the purpose of determining vacation entitlement or vacation pay for regular part-time employees, ten (10) months or greater employment shall be considered to be equal to a year of service. All employees, other than twelve (12) month employees, shall receive vacation pay on the basis of 6%, 8%, 10% or 12% of their gross earnings upon qualifying for vacation pay based on the years of service as detailed in Article 9, Section 1.
- 2.2 When a regular part-time employee qualifies for an additional day of vacation under Section 1.1 (d) above, the highest percentage referred to above shall be increased by .40% for each additional day of vacation earned.
- 2.3 Employees shall receive their vacation pay upon written request. Employees, other than twelve (12) month employees, shall have any accrued vacation pay paid out on the last payroll of each school year.

- 2.4 The Board will allow ten (10) month employees to apply for annual leave during the Christmas and Spring Breaks. Ten (10) month employees shall have their vacation pay included in their regular monthly pay from September - June, upon the written request of the employee. This request must be made by June 20th annually and shall be in effect for the following school year.

Section 3 - Vacation Period

All employees shall be granted at least *two* (2) weeks of their vacation during the months of July and August. By mutual agreement, additional vacation time may be arranged in any 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, her seniority, and the smooth operation of the school system.

Section 4 - Pay Procedure

Vacation pay will be paid on the regular pay period cycles provided time sheets requesting payment of vacation pay are submitted in advance of commencing vacation.

Section 5 - Leaving Board Service

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

Section 6 - Illness During Vacation

Sick leave may be substituted for vacation where it can be established by the employee that an illness or disabling injury occurred requiring hospitalization while on vacation. A doctor's certificate will be presented to the Board by the employee in such cases.

ARTICLE X - LEAVE OF ABSENCE

Section 1 - Sick Leave

- 1.1 "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.
- 1.2 Sick leave shall be granted to employees on a pro-rata basis on the basis of one and one-half (1-1/2) days for every month of service. In any one year, where an employee has not had sick leave or only a portion thereof, she shall be entitled to an accrual of all the unused portion of sick leave for her 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.
- 1.3 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.
- 1.4 When an employee is granted leave of absence without pay for any reason, or is laid-off due to lack of work and returns to the service of the Board upon expiration of such leave of absence, she shall not receive sick leave credit for the period of such absence, but shall retain her cumulative credit, if any, existing at the time of such leave or layoff.

- 1.5 An employee prevented from performing her regular work with the Board as a result of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Act shall have her application for benefits processed by the Board. Such accident must not have occurred while the employee was working simultaneously for another employer.
- 1.6 An employee may be required to produce a certificate from a duly qualified medical practitioner for such illness certifying that such employee is unable to carry out her duties due to illness.
- 1.7 A record of all unused sick leave will be kept by the Board. An up-to-date record listing each eligible employee's sick leave credits shall be reported to each employee on the employee's pay stub. An up-to-date record shall be forwarded to the Union upon request.
- 1.8 a) An employee entitled to sick leave under this Article, shall receive forty (40) percent of her unused accumulated sick leave (maximum of 130 days) upon:
- i) retirement on or after the attainment of the minimum retirement age, whichever shall last occur;
 - ii) retirement with a permanent disability entitling the employee to superannuation;
 - 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;
 - iv) employee resigns after 15 years of continuous service; or
 - v) expiration of Seniority rights, as per Article XI - Section 6 (e), on the condition that the employee has more than fifteen (15) years of continuous service with the Board.
- b) 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.
- 1.9 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. Notwithstanding the above, at least one day per month of paid sick leave must be available only for an employee's disability or while the employee remains at home because of pregnancy or to care for a child referred to in subsection 23(1) of the Employment Insurance Act (1996 c.23). (See also: Article X, Section 3.2)
- 1.10 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.
- 1.11 a) Effective July 1st each year, an employee having reached the maximum accumulation of one hundred thirty (130) days, shall continue to receive one and one half (1-1/2) days per month.
- b) By each subsequent June 30, any employee with more than one hundred thirty (130) days will be able to convert each period of three (3) full days over this maximum to a one half (1/2) day leave of absence with pay. An employee shall have the option to take such leave with pay or be paid out. These additional days will be taken or paid to the employee on or before June 30th, at which time the employee's sick leave will be adjusted to the maximum of 130 days.

- c) The maximum number of days leave with pay under this Section will be three (3) days per year.

Section 2 - General Leave of Absence

- 2.1 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.
- 2.2 Employees on general leave of absence in excess of twenty (20) consecutive working days shall not accrue seniority for that period. (See Also: Article X, Section 3.2 (b))

Section 3 - Compassionate Leave

3.1 Bereavement Leave

- a) An employee shall be granted up to five (5) regularly scheduled consecutive work days of leave without loss of wages in the case of the death of a parent, step-parent, wife, husband, brother, sister, child, grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, common-law partner, child of a common-law partner, or the employee's parents' siblings.
- b) In the case of non-immediate family, an employee shall be granted up to one-half (1/2) day within School District boundaries or up to one (1) day outside School District boundaries, without loss of wages or benefits, to attend a funeral in the capacity of a pall bearer or mourner, provided such employee has notified his supervisor or department head. Such time off shall be granted only if the funeral occurs during the employee's normal working hours.
- c) With the location of a funeral necessitating additional time because of travel, a reasonable amount of additional leave without pay may be granted upon request. (See Also: Article X, Section 2.2)

3.2 Family and Serious Illness Leave

- 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.
- b) Additional unpaid leave may be requested with no **loss** of seniority for a maximum leave of ninety (90) calendar days. Such leave shall be at no cost to the Board. Benefit costs may be paid by the employee if **so** desired, provided the carrier permits coverage. (See Also: Article XI, Section 5).

Section 4 - Jury/Witness Duty

The Board shall grant leave of absence without **loss** of seniority to an employee who serves as juror or witness in any court. The Board shall pay such an employee the difference between her normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.

Section 5 - Pregnancy/Parental Leave

5.1 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 pregnancy 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 the pregnancy. A birth mother who subsequently takes parental leave shall be entitled to an additional thirty five (35) weeks of unpaid leave.

5.2 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 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 Where a doctor's certificate is provided stating that a longer period of pregnancy/parental leave is required for health reasons, an extension up to a maximum of one (1) additional year shall be allowed. The employee intending to return to work after pregnancy or parental leave shall provide the Board with at least two (2) weeks notice. On return from pregnancy or parental leave the employee shall be reinstated in her former position with all benefits to which the employee would have been entitled, had the leave not been taken.

5.4 Supplemental Unemployment (Pregnancy) Benefit Plan will be implemented.

a) When a pregnant employee takes a pregnancy leave to which she is entitled pursuant to the Employment Standards Act, the Board shall pay the employee:

i) Ninety percent (90%) of her current wages for the first two (2) weeks of the leave; and

ii) when the employee is eligible to receive EI pregnancy benefits, the difference between seventy-five (75%) of her current wages and the amount of EI Pregnancy benefits received by the employee for a further fifteen (15) weeks.

iii) The Board agrees to enter into the Supplementary Employment Benefit (SUB) plan agreement required by the Employment Insurance Act in respect of such pregnancy payments.

b) Extended Pregnancy Leave

At least one (1) month in advance of the expiry of the pregnancy leave, an employee may request, in writing, an extension of the pregnancy leave for an additional period of up to one (1) year, subject to Board approval. The extended pregnancy leave shall be without pay and benefits, and shall not accrue seniority. Benefit costs may be paid by the employee if **so** desired, provided the carrier permits coverage.

Section 6 - Parental / Adoption Leave

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

Section 7 - Leave for Union Business

- 7.1 The Board agrees that time spent in settling grievances during regular working hours by Union Representatives, shall be considered as time worked, provided that such time shall not exceed a total of twenty-four (24) working hours in any one month unless mutually agreed otherwise. The Union agrees to forward to the Board a written list of names of such Union Representatives, a record of time spent by each Union Representative in settling disputes and a list of replacements obtained for Union Representatives who are required to be absent to settle disputes.
- 7.2 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:
- a) that such time off shall not exceed a total of one hundred (100) working hours in any one month unless mutually agreed;
 - b) that a written list of the names of such officers in the employ of the Board shall be forwarded to the Human Resources Office for this purpose;
 - c) that a suitable substitute is recommended by the Union; and
 - d) that the Board is advised by the Union each day that such officers will be absent.
- 7.3 In order that the work of the Board shall not be unreasonably interrupted, no Steward shall leave her work without obtaining permission of her Supervisor, which permission shall not be unduly withheld.
- 7.4 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 the CUPE Local 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.
- 7.5 Representatives of the Union shall not suffer any **loss** of pay or benefits for the total time involved in contract negotiations with the Board during scheduled collective bargaining sessions. 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 five (5) employees at any one time.
- 7.6 The Board shall pay employees on CUPE business their regular wages, and shall submit a bill at least quarterly to the Secretary/Treasurer of the Union for reimbursement of wages and benefits.

Section 8 - Military Leave

A regular employee enlisting in the Canadian Armed Forces in time of war shall retain and continue to accrue seniority during the period of enlistment in time of war, provided that the employee resumes employment with the Board within six months of discharge from the Canadian Armed Forces.

Section 9 - Union Conventions or Education Seminars

- 9.1 Leave of absence with pay and without **loss** of seniority shall be granted, upon request to the Board by the Union, to 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 forty eight (**48**) hours in any one year. Any additional days requested shall be granted without pay and without **loss** of seniority.
- 9.2 The Board shall pay employees on CUPE business their regular wages, and shall submit a bill to the Secretary Treasurer of the Union for reimbursement of wages and benefits.

Section 10 - Workers' Compensation Protection

- 10.1 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.
- a) The employee shall remit the Workers' Compensation Board benefit payments to the Board.
 - b) If the employee has accumulated sick leave, the Board shall deduct one quarter of a day's sick leave from the employee's sick leave accumulation for each day's absence.
 - c) If the employee does not have any accumulated sick leave, the Board shall deduct one quarter of a day's pay for each day's absence.
 - d) The leave of absence shall conclude when the Workers' Compensation Board terminates benefit payments or when it declares the employee eligible for a disability pension.

Section 11 - Citizenship Leave

An employee shall be allowed up to one (1) day off with pay to obtain her Canadian Citizenship.

Section 12 - Educational Leave

An employee may request an educational leave without pay for all or part of their regular working day to take any course approved by the Board. Employees who become ineligible for benefits by working less than 17.5 hours per week may continue their benefits at no cost to the Board, provided the carrier permits coverage. There will be no **loss** of seniority for the first year of such leave.

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The Board and the Union shall maintain a mutually acceptable deferred salary leave plan, subject to the plan being at no direct cost to the Board.

ARTICLE XI - SENIORITY

Section 1 - Seniority Defined

- 1.1 Seniority is length of service that a regular employee has with the Board. The application of seniority shall be on a bargaining unit-wide basis except as provided herein.
- 1.2 The word "regular" refers to a full or part time employee who has been appointed to a permanent position and has completed her probationary period.

Section 2 - New Employees' Probationary Period

When a permanent position is filled by a new employee, the employee is hired on probation. A probationary period shall consist of 3 months service in the appointed position, and shall commence on the employee's permanent appointment date. During this time the employee shall be considered a temporary worker only, and no seniority rights shall be recognized. On completion of probation the employee shall be entitled to seniority rights from her permanent appointment date.

Section 3 - Casual Employees

- 3.1 A casual employee is a person employed by the Board to perform services for which no regular position exists, or to perform services for which a regular position exists, the incumbent of which is temporarily unable to perform her duties.
- 3.2 No seniority shall accrue for a casual employee unless that employee is appointed, by letter, to a full- or part-time permanent position with the Board, thereby attaining the status of regular employee.
- 3.3 For purposes of determining seniority, a casual employee who becomes a regular employee shall be credited with each day in which that employee worked a full- or part-time shift in the two year period immediately prior to the employee's permanent appointment date.
- 3.4 The seniority date of the employee shall be the date at which the employee was appointed to a regular position back-dated 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.
- 3.5 Casual employees may apply and may 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.
- 3.6 Casual employees working in a temporary appointment of not less than three (3) months and having the requisite number of hours to access sick leave and benefit plans shall have the right to access these plans as outlined in the Agreement. Unless mutually agreed otherwise, benefits coverage will terminate at the expiration of the temporary appointment.

Section 4 - Seniority List

- 4.1 The Board shall maintain a seniority list showing the date upon which each employee's service commenced. The seniority list shall indicate the zone to which the employee is assigned. For the purpose of this Article, zone shall be defined as the predecessor School District (Kimberley, Windermere or Golden) to which she was/is hired. Should an employee transfer from one zone to another, through the bidding process, she shall bring her seniority from her predecessor zone.
- 4.2 The seniority list shall be updated September 30th each year and a copy forwarded to the Union. Employees shall have thirty (30) days from the time of issuance to notify the Board of any errors or omissions. A final seniority list shall be distributed after all matters raised have been addressed.

Section 5 - No Loss of Seniority

No loss of seniority and/or benefit entitlement shall occur if a permanent employee is absent from work because of sickness, accident, Workers' Compensation Board Claim, maternity leave, parental leave, temporary lay-off, or approved general leave of absence up to twenty (20) working days.

Section 6 - Loss of Seniority

An employee shall lose her seniority only in the event:

- a) The employee is discharged for just cause and is not reinstated;
- b) The employee resigns in writing;
- c) The employee is absent from work in excess of three (3) working days without notifying the Board, unless such notice was reasonably not possible;
- d) The employee fails to return to work within ten (10) calendar days of being notified to return to work from lay-off, provided the position has an equivalent number of hours; or
- e) In a layoff situation when:
 - i) an employee with up to one year of service is laid-off for a period of twelve (12) months;
 - ii) an employee with one to five years of service is laid-off for a period of eighteen (18) months; or
 - iii) an employee with five plus years is laid-off for a period of twenty-four (24) months.

Section 7 - Transfer Out of Union

7.1 No employee shall be transferred to a position outside the Bargaining Unit without her consent. If an employee is transferred to a position outside the bargaining unit, she shall retain her seniority as per Article XI - Section 5. Such employee shall have the right to compete for posted vacancies within the Bargaining Unit during this period. The employee shall only accrue seniority for up to 30 working days during the time spent in a position outside the bargaining unit.

7.2 When an employee applies for and gets a non-Union position with the District, seniority will be maintained as per the following:

- a) less than three (3) years of service to the District: ninety (90) days bumping rights;
- b) between 3-10 years of service to the District: ninety (90) days bumping rights and bidding rights for one year; or
- c) over 10 (ten) years service to the District: ninety (90) days bumping rights and bidding rights for two years.

Section 8 - Layoffs and Rehiring

8.1 a) Definition of Layoff

- i) A layoff shall be defined as an elimination or any reduction in a regular employee's hours of work.
- ii) The layoff procedure does not apply to the normal work stoppage of employees working less than twelve (12) months unless their positions are to be made redundant or reduced in hours.

iii) Notice of Layoff

The Board shall provide a regular employee with written notice, thirty (30) calendar days prior to her effective date of layoff. If the employee has not had an opportunity to work the days as provided in this Article, she shall be paid for the days for which work was not made available.

b) In the event of a layoff, an employee shall be laid-off in the reverse order of her bargaining unit-wide seniority within her zone. An employee about to be laid-off may choose one of the following options (See explanation in 8.2):

- i) accept reduction in hours;
- ii) exercise bumping rights;
- iii) retain seniority rights; or
- iv) elect severance.

Within seven (7) calendar days of receipt of a written layoff notice, the laid-off employee shall indicate in writing to the Board which option she chooses.

c) In order to facilitate and maintain educational stability throughout the school year the following practices will apply to employees in the Special Education Assistant classification:

- i) By May 15th of each year, an employee may request a change of assignment to another school. Such requests will be accommodated where possible on the basis of seniority, provided the employee has the necessary qualifications and skills for the position to which she wishes to be reassigned.
- ii) Preliminary assignments for the following school year will be completed by May 31st. Employees not placed may be assigned to casual appointments until October 15th at which date assignments for the school year will be finalized and become permanent positions.
- iii) In the event of a vacancy occurring or a new position being created, all employees in this classification shall be eligible to apply for the position until October 15th. After October 15th, only part-time regular employees working less than twenty-seven and a half hours (27.5) per week will be eligible to apply for vacant or new positions of increased hours, throughout the school year.
- iv) In the event that a student with special needs leaves the school district after October 15th, there will be no bumping during the school year and an alternative assignment will be provided to the employee.
- v) From May 31st to October 15th, a laid-off employee in this classification cannot exercise bumping rights to change classifications. After October 15th other classifications will not be able to bump into this classification.
- vi) In the event that extensive, specialized training is required in order to work effectively with a student and such training is provided to a Special Education Assistant at Board expense, the employee may need to be assigned to that student for more than one school year. If this circumstance occurs, the Union and the Board will mutually agree on terms of the arrangement.

8.2 Layoff Options

- a) Accept Reduction in Hours
In the event an employee's hours are reduced, the employee may accept the reduction and remain in the reduced assignment.
- b) Exercise Bumping Rights
- i) A laid-off employee may bump within her zone.
 - ii) An employee exercising her bumping rights must indicate in order of preference, those classifications within her zone which she has the qualifications and ability to bump into. The employee will be required to outline her qualifications.
 - iii) Within three (3) working days of receipt of the employee's intent to bump, the Employer will interview the laid-off employee to establish her qualifications and ability, and indicate those positions to which she can bump according to seniority. Within an additional three (3) working days the employee will indicate, in writing, the position(s) that she is claiming.
 - iv) A laid-off employee who exercises her right to bump shall be provided with a thirty (30) working day familiarization period in the position into which she bumps, at which time the Board will determine her suitability in the position (this will not be considered a training period). The familiarization period is provided to assist the employee in becoming acquainted with the day to day operations of this position. A laid-off employee changing positions shall have her familiarization period run concurrently with her trial period. (Article XI, Section 10.5 (a) (Trial Period)).
 - v) When an employee holds more than one part-time position, the positions shall be considered separate when exercising bumping rights.
 - vi) The right to bump shall include the right to bump up into a higher-rated classification. The right to bump shall also allow a part-time employee to increase her regular hours by one (1) hour per day or five (5) hours per week only within the same classification.
 - vii) A part-time employee with more than one part-time position may exercise her right to bump if any of her positions are reduced in hours or made redundant. Such an employee will only be allowed to bump into a position provided that it does not conflict with her existing hours of work and will not put the employee in an overtime position.
 - viii) An employee may bump into one or more positions to bring her total regular hours to the number of regular hours held prior to being laid-off.
 - ix) The Labour Management Committee will make every reasonable effort to minimize the "ripple" effect of the bumping process and to ensure an expeditious and orderly transition in the event of layoff.
- c) Retain Seniority Rights
A laid-off employee not choosing Option I or II may retain her seniority rights for bidding purposes and accessing casual work. A laid-off employee accepting a temporary position shall have her bidding rights reinstated (See Article XI, Section 6 (e)).

d) Elect Severance

A laid-off employee may choose to sever her employment with the Board and accept the following severance pay:

- i) two (2) weeks pay where the employee has completed a period of at least six (6) consecutive months; and
- ii) after completion of the period of employment of three (3) consecutive years, one (1) additional week's pay for each subsequent completed year of employment, an additional week's pay to a maximum of eight (8) week's pay.
- iii) An employee choosing severance may elect severance pay at the time notice of lay-off is received, during the period of lay-off, or upon **loss** of seniority.
- iv) An employee choosing severance pay forfeits her right to seniority.
- v) An employee who receives severance pay under the provisions of this clause and who is subsequently rehired within a twelve (12) month period of termination by the Board, shall reimburse the Board for any severance pay received in ten (10) equal monthly installments.
- vi) An employee with two part time positions may choose severance from both if laid-off from one of her positions which amounts to at least seventy-five percent (75%) of her total hours.

Severance Summary

<u>Service with the Board</u>	<u>Severance</u>
<i>6 consecutive months</i>	<i>2 weeks pay</i>
<i>3 consecutive years</i>	<i>3 weeks pay</i>
<i>4 consecutive years</i>	<i>4 weeks pay</i>
<i>5 consecutive years</i>	<i>5 weeks pay</i>
<i>6 consecutive years</i>	<i>6 weeks pay</i>
<i>7 consecutive years</i>	<i>7 weeks pay</i>
<i>8 consecutive years</i>	<i>8 weeks pay</i>
<i>9 consecutive years</i>	<i>9 weeks pay</i>
<i>10+ consecutive years</i>	<i>10 weeks pay</i>

8.3 No New Employees

New employees shall not be hired until those employees laid-off from the zone, for which the vacancy exists, have exercised their seniority rights.

Section 9 - Responsibilities of Laid-Off Employees

9.1 It shall be the responsibility of the laid-off employee to notify the Board of changes in her postal address.

9.2 It shall be the responsibility of the laid-off employee to be aware of current job postings.

Section 10 - Posting and Filling

10.1 Posting Information

- a) In the event of a vacancy occurring in any position covered by this Agreement, or in the event of a new position being created, notice thereof shall be posted for five (5) full working days and a copy of the posting shall be mailed to the Secretary of the Union. Such posting and notice shall contain the following information: zone in which the position exists, nature of the position, required ability, hours of work, wage rate, and the closing date for accepting applications. Applications must be made in writing (faxed copies of the application will be accepted). The Union shall be advised in writing of the name of the successful applicant within seven (7) days following her appointment.
- b) All posted jobs shall be filled within ten (10) working days of the closing date, unless there are extenuating circumstances.

10.2 Role of Seniority in Job Postings

- a) The Board agrees that in making staff changes, transfers, or promotions, appointments shall be made of the applicant with the greatest seniority, and having the required qualifications and ability to do the job. Where more than one (1) employee in the Bargaining Unit applies for the same position, the most senior applicant within the zone shall be awarded the position provided the employee possesses the ability and qualifications to do the job. Where more than one (1) employee in the Bargaining Unit applies for the same position, and there are no applications from employees within the zone, the most senior applicant shall be awarded the position provided the employee possesses the ability and qualifications to do the job. Where the senior applicant is not considered to possess the required qualifications and/or ability to do the job, a letter outlining reasons for the decision will be sent to the applicant with a copy to the Union.
- b) The Board shall determine qualifications and ability in a fair and just manner.

10.3 Qualifications

- a) In Sections 8.1, 8.2, and 8.3 of this Article, the Board shall determine qualifications in a fair and equitable manner.
- b) In a case of an employee changing classification through the bidding process, and requiring new qualifications or certification, the Board shall give consideration to any employee who does not possess the required qualifications but are preparing to become qualified prior to filling the vacancy. Such an employee will be given an opportunity to qualify within three (3) months or revert to her former position(s) if the required qualifications are not met within such time.

10.4 Increased Hours

- a) Any position that has its hours increased by more than one (1) hour per day or five (5) hours per week in the same school year shall be posted as a vacancy in accordance with Article XI, Section 10.1 and 10.2. The incumbent would be considered to be in a lay-off position in accordance with Article XI, Section 8.
- b) Any position that has its hours increased by no more than one (1) hour per day or five (5) hours per week, will not be posted as a vacancy. This shall only be allowed one time in the same school year.

- c) Where more than one position in a worksite could be affected, and all other considerations are equal, seniority shall govern.
- d) The Board and the Union shall mutually agree to any change allowed under this Section prior to implementation.

10.5 Trial Period

- a) A regular employee, entering a new position shall be considered to be on trial for a period of three (3) months. Conditional on satisfactory service, the appointment shall become permanent after the period of three (3) months. At any time during the trial period, the employee may choose to return to her previous position as soon as operationally feasible.
- b) 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.

10.6 Temporary and Casual Vacancies

- a) A temporary position is any position other than a permanent position and includes term, seasonal and casual work.
- b) This Section shall not apply to temporary replacements of five (5) weeks or less necessitated by illness, injury, or leave of absence, or replacement of employees on vacation or for temporary filling of vacancies. When filling temporary vacancies exceeding five (5) weeks duration the Employer will consider applications from permanent employees within the zone. Where a permanent employee is assigned to a temporary position, she shall be returned to her former position upon completion of the temporary term. The posting and filling of temporary vacancies exceeding five (5) weeks duration shall be in accordance with Article XI, Section 10.1 and 10.2 except as modified by this Section. Temporary postings shall not exceed one calendar year in duration, and if the vacancy continues shall be posted as a permanent position after one (1) calendar year from the original date of temporary posting.
- c) A regular employee shall have the right to access casual work within her zone provided she qualifies for the position. A regular employee interested in casual work will be required to notify the Human Resources Department in writing specifying location(s) and classification(s). Casual work will be shared as equitably as possible among qualified Casual Work Database applicants.
- d) For vacancies less than five (5) days, a regular employee has a right to access this work as long as it does not affect her regular position. If it is known that a vacancy is over (five) 5 days, a regular employee has the right to access this work and leave her regular position.
- e) The Board reserves the right to deny an employee's request to access casual work where it is not operationally feasible.

10.7 Accommodation for Disabled Employees

- a) Any employee covered by this Agreement who becomes incapacitated due to injury or illness which prevents her from performing the duties of her regular position shall be provided with suitable alternate employment to the point of undue hardship. There shall be no reduction in pay if the employee's regular position is modified. In the event the

employee assumes the full duties of another classification, she shall be paid the rate of 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 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 also 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.

10.8 Long Term Disability

- a) An employee returning from Long Term Disability within one (1) year will assume their previous position. The temporary incumbent will be given ten (10) working day's notice that the term appointment is completed and shall return to her former position.
- b) If, after one (1) year on Long Term Disability, there is no immediate expectation that the employee will be able to return to work in the foreseeable future the position will be posted as a permanent vacancy. (See also: Article XI, Section 10.6).
- c) The employee on Long Term Disability will be considered, for the purposes of this Section only, to be in lay-off status as per Article XI, Section 8. The employee may continue in this status for an indefinite period of time. Seniority will continue to accrue only for the period provided for in Article XI, Section 6 (e).
- d) If, at some point thereafter, the employee on Long Term Disability is able to return to her regular duties, she will provide, thirty (30) days written notice of her intent to return and shall do so in accordance with the bumping provisions of the Collective Agreement. If the employee is unable to return to her regular duties due to a disability, the employee shall return to work under the provisions of Article XI, Section 10.7 - Accommodation for Disabled Employees.

10.9 Outside Advertising

No outside advertisement for a vacancy to recruit additional employees shall be made until after such posting has been completed unless mutually agreed to between the parties.

10.10 Staffing with Unqualified Candidates

- a) It is recognized that occasionally the Board may be unable to fill a position with a candidate possessing the minimum qualifications.

- b) If no qualified applicants are identified after internal posting and external advertising, the Board may fill the position with a candidate who may lack some of the minimum qualifications. Such a candidate shall be compensated at the regular rate of the posted category. The following conditions will apply and will be communicated to the candidate:
- i) The assignment will be temporary and will not exceed twelve (12) months in duration for a twelve (12) month position and ten (10) months in duration for seasonal positions. However, depending on the qualifications needed, the temporary position may be of longer duration subject to agreement between the parties.
 - ii) Should the need for the position still exist at the conclusion of the temporary assignment, the position will be re-posted.
 - iii) The candidate will be encouraged to complete the minimum qualifications for the position and the Board will assist through the normal professional development practices.
 - iv) The Human Resources Department will advise the Union of its intentions to appoint an unqualified candidate.

Section 11 - Notification

- 11.1 The Union shall be notified of all appointments, hirings, transfers, layoffs, re-hirings and terminations of employment for employees covered under this Agreement.
- 11.2 A regular employee returning from a leave of absence, whose position was filled with a temporary appointment, shall provide the Board with thirty (30) days written notice.
- 11.3 All postings that occur during the summer months will be advertised in a public newspaper in the District.

Section 12 - Grievances Concerning Lay-off and Seniority Rights

Grievances concerning layoffs and seniority rights shall be initiated at Step Two of the Grievance Procedure. (See Article XV, Section 1)

ARTICLE XII - EMPLOYEE BENEFITS

Section 1 – Municipal Pension

- 1.1 All employees covered by this Agreement who have been in the employ of the Board for three (3) full months of continuous service shall apply for Superannuation in conformity with the Pension (Municipal) Act of British Columbia.
- 1.2 The Board will pay to each employee hired prior to October 1, 1998 with service in excess of five (5) years, who is not covered by the Pension (Municipal) Act, an amount equal to one (1) week's pay for each year of service, upon retirement.

Section 2 - Medical, Dental and Extended Health Benefit Coverage

- 2.1 An eligible employee who has completed the probationary period may participate in the mutually approved medical plan and in the extended health benefit plan offered by the medical plan. The Board will pay one hundred percent (100%) of the regular monthly premium.
- 2.2 An eligible employee who has completed the probationary period may participate in the dental plan. Minimum coverage on the plan shall be as follows:
- | | |
|--------|--|
| Plan A | Basic Services 100% payment of claims, |
| Plan B | Prosthetic appliances - Crown and Bridge 50% payment of claims, |
| Plan C | Orthodontal - lifetime maximum \$3,500.00 per person. 50% of claims. |

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

- 2.3 In the event the employee is on sick leave, the Board's contribution shall be for a maximum of one (1) year from commencement of such leave. Thereafter the employee may maintain coverage by paying the full premium through the Board if she so desires.
- 2.4 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, an employee so affected shall have the right to continue the coverage through direct payments provided the plan permits such coverage.
- 2.5 "Eligible employee" shall be defined as any permanent employee who has completed her probationary period and who has an aggregate appointment of seventeen and one-half (17.5) hours per week or more. (See also Article XI, Section 3 (f) regarding Casual Entitlement).
- 2.6 The Board agrees to pay its share of the monthly premiums for the full year so that a permanent employee who works less than twelve (12) months will have continuous year round coverage for the plans this employee is participating in.
- 2.7 Extended Health Benefits - additional coverage
- Eyeglass coverage - \$200.00 per family member every two (2) years.
 - Lifetime maximum - \$200,000.
 - Clinical Psychology - \$500.00 per year per family member.

Section 3 - Group Life Insurance

An eligible employee who has completed her probationary period of employment shall participate in a mutually acceptable group life insurance plan in the amount of \$45,000 coverage or one and one-half (1 1/2) times the employee's annual income whichever is greater for each participant. The Board shall pay one hundred (100%) percent of the cost of premiums of the Group Life Insurance Plan.

Section 4 - Long Term Disability Plan

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.

- Two (2) year same own occupation
- Sixty six and two thirds percent (66 2/3%) of gross pay
- One hundred twenty (120) day qualifying period
- Seventeen and one half (17.5 hrs/wk) (qualifying hours)

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. Participation in the PEBT will be in accordance with the May 22, 2006 Letter of Understanding between the BC Public School Employers' Association and School Boards who are Signatories to this LOU and Support Staff Unions who are Signatories to this LOU. The Parties have further agreed to participate in the government funded "Core" long term disability plan and the Joint Early Intervention Service provided through the PEBT.

Section 5 - Employee and Family Assistance Program

- 5.1 The Board shall provide an Employee and Family Assistance Program to Union members as jointly negotiated by the EFAP Committee.
- 5.2 The committee recommendation shall not bind either party to adopt the recommended EFAP or cost sharing arrangement.

ARTICLE XIII - GENERAL PROVISIONS

Section 1 - Accommodation

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

Section 2 - Courses of Instruction

- 2.1 The Board agrees to pay the full cost of any course of instruction required by the Board for any employee to better qualify the employee to perform her job. Such payments shall be made upon the successful completion of the course. Prior approval of any course must be obtained in writing from the Board.
- 2.2 When a short course of instruction has been arranged by the Board and attendance is mandatory, an employee will be paid for the full number of hours in attendance at her regular rate of pay and overtime rates will not apply.

Section 3 - Personal Expenses

All out-of-pocket expenses incurred by an employee because of the requirements of the Board and in the performance of her 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 4 - Tool Provisions

- 4.1 The Board shall supply all tools required by an employee to perform her duties with exception of Journeymen 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 also carry sufficient insurance to insure the Journeyman Mechanic's personal hand tools, (Retroactive to July 1, 2003).

Section 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. Each employee will be provided with one smock per year, to be replaced on turning in the current **issue**.

Section 6 - Bulletin Board

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

Section 7 - Notice of Termination

An employee wishing to terminate her employment with the Board is expected to give two (2) weeks notice. A Record of Earnings for the summer lay-off of permanent staff will be issued in conformity with the Employment Insurance regulations.

Section 8 - Subcontracting

8.1 No regular employee covered by this Agreement shall lose her job or suffer reduction in regular working hours as a result of the Board contracting out any work. The Board agrees that any work or services presently performed by the Bargaining Unit shall not be contracted out except in cases of emergency when no Bargaining Unit employee is available. This may be varied subject to mutual agreement between the parties.

8.2 The word "regular" refers to full-time and part-time employees, excluding casuals.

Section 9 - Technological Change

If the Board introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees, Section 54 - Adjustment Plan of the *B.C. Labour Relations Code* shall apply.

Section 10 - Bus Trips (other than regular routes)

10.1 CUPE drivers shall be used for all trips where more than fourteen (14) students are involved, whether the trip be curricular or extra curricular, with the following exceptions:

- a) If the trip is within the zone or in the case of the Kimberley zone to the City of Cranbrook.
- b) If two (2) or more school teams (more than fourteen (14) students in total) are traveling to the same destination but the tournament schedule is such that it makes sense to make transportation arrangements separately for each team.
- c) For trips in excess of five hundred (500) km. one way, a charter bus may be considered.

10.2 Preparation Time for Drivers

- a) Preparation time is for the purpose of pre-trip and post-trip inspections, all necessary paperwork, cleaning of the bus, inside and out, and all necessary communication.
- b) Preparation time for all drivers will be increased to sixty (60) minutes from forty-five (45) minutes according to the following schedule:

September 2001

Golden drivers increase to 60 minutes
Invermere drivers increase to 60 minutes
Kimberley drivers increase to 60 minutes. In addition to the 60 minutes preparation time, Kimberley drivers will receive 15 minutes of make up time per day.

September 2002

All drivers have 60 minutes of preparation time.

- 10.3 Regular drivers have preference over casual drivers for extra trips.
- 10.4 For extra trips, regular part-time drivers have preference over drivers who have full time employment.
- 10.5 Standby time is to be paid at the regular rate of pay and is defined as when the driver is required to be available or to stay with the bus.
- 10.6 Waiting time is to be paid at fifty (50%) percent of the regular rate of pay and is defined as time where the driver does not have to be at a location for two (2) hours or more (if under 2 hours it would be standby time). The waiting time is to be clocked from the wait location (normally the place of accommodation). On overnight trips, waiting time does not include the normal eight (8) hours of rest.
- 10.7 Out of town trips shall be paid at the regular rate of pay for the first eight (8) hours of driving time and at one and one-half (1 1/2) times the driver's regular rate for time over eight (8) hours of driving time.
- 10.8 Calculation for payment shall be from departure at the bus garage or regular parking area until the return to the bus garage or regular parking area plus warm up and clean up time.
- 10.9 Drivers will receive a meal allowance as provided for in Board Policy. A room will be provided for any overnight trips.
- 10.10 Drivers will be provided with a suitable rest area such as a medical room, etc. for any trips exceeding twelve (12) hours. If the school booking the trip cannot make this arrangement with the school they are visiting, hotel or motel accommodation for the drivers will be billed to the school. Calculation of the twelve (12) hours will commence with the start of the A.M. shift on the normal working day.
- 10.11 Out of town trips shall be outside the present boundaries of the employee's zone.
- 10.12 Sleeping time shall be from twelve midnight - 8:00 a.m. unless the bus is being driven.

Section 11 - No Discrimination

The Board agrees that there shall be no intimidation or discrimination with respect to any employee in the matter of hiring, assigning wage rate, training, upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge or any other action by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, gender, marital or parental status, physical and mental disability, nor by reason of her membership or activity in the Union or any other reason. The Board shall comply in all respects with those provisions outlined in the Federal and Provincial Human Rights Legislation.

Section 12 - Sexual / Personal Harassment

- 12.1 The Board and the Union recognize the right of all employees to work in an environment free from sexual and personal harassment. Any complaint alleging sexual or personal harassment shall be treated seriously and in strict confidence. Employees are encouraged to seek support and advice from the Union and/or a representative of the Board to seek rectification of the situation expeditiously and in an appropriate manner.

- 12.2 The employee, with her Union representative and/or immediate supervisor or next appropriate level of supervision, is encouraged first to discuss the matter with the alleged harasser to resolve the issue. An employee who has a concern regarding sexual or personal harassment is not required to discuss the matter with the alleged harasser.
- 12.3 If the matter cannot be resolved the employee may address the issue through the grievance procedure.
- 12.4 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. Cases of sexual harassment shall be considered as discrimination and eligible to be processed as a grievance.
- 12.5 Personal harassment shall be defined as repeated, intentional, offensive comments or actions deliberately designed to demean and belittle an individual or cause personal humiliation. Cases of personal harassment shall be considered as discrimination and eligible to be processed as a grievance.

Section 13 - Working at Home

The parties to this Agreement agree that all work performed for the Employer shall be on the Employer's premises or to and from the Employer's premises. In no case shall an employee be permitted to enter into an agreement which could conflict with the above, without prior consent of the Union.

Section 14 - Indemnification Clause

- 14.1 The Employer shall indemnify and save harmless any employee from any damages or costs awarded against her and from any expenses incurred by her as a result of any civil action or proceeding, arising from any acts or omissions which occurred during or arose out of the performance of her duties, including a duty imposed by any statute. This indemnification shall include the paying of any sum required and any expenses incurred in the settlement of such action or proceeding.
- 14.2 Subsection 14.1 does not provide a defense 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 or malicious or willful misconduct, or;
 - b) The cause of the action is libel or slander.

Section 15 - Labour Management Committee

Upon the request of the Board or Union, a Labour Management Committee, consisting of not more than three members of the Board and not more than three members of the Union, will meet within two weeks of the request to discuss any matters of importance to either group. The attendees will be named prior to the meeting.

- a) Function: All matters of mutual concern, which may include but are not restricted to performance of work, operations issues, hours of work, and other working conditions, may be referred to the Labour Management Committee for discussion. The Committee shall not have the authority to alter, modify, or change the Collective Agreement.
- b) Time off for meeting: Any representative of the Union on the Labour Management Committee, who is in the employ of the Board, shall have the privilege of attending committee meetings without loss of remuneration. However, meetings will be held outside normal working hours, whenever possible.

Section 16 - Copyright Infringemen#

Any employee whose job requires the copying and/or reproduction of material shall not be held responsible for any copyright infringement violation incurred on behalf of the Board while performing the required work.

Section 17 - Apprenticeship Program

It is agreed by both parties that should an Apprenticeship Program be implemented, 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.

Section 18 - Professional Development

- 18.1 The Board acknowledges the importance of promoting professional development of its employees. The Board and Union shall determine appropriate professional development activities for employees.
- 18.2 The Board agrees to pay the full cost of any course of instruction required by the Board for any Special Education Assistant to better qualify the employee to perform her job. Such payments shall be made upon the successful completion of the course. Prior approval of any course must be obtained in writing from the Board.
- 18.3 Effective September 1, 2001, the Board will provide two hundred and fifty dollars (\$250.00) per year for each Special Education Assistant, who works 17.5 hrs/wk or more and is employed by October 31st, for professional development. This amount may be carried over with a second and third year's contribution to a maximum of seven hundred and fifty dollars (\$750.00). Procedures for administration of the funds are:
- a) The Union shall administer the funds for Special Education Assistant initiated professional development.
 - b) The Union shall allocate the Board's annual contribution equally among the Special Education Assistants employed by the Board in that school year.
 - c) On July 1st, the Board shall provide ten (10) percent of its contribution; thereafter, it shall make further payments upon receipt of a statement of expenditures from the Union.
 - d) The Union shall maintain procedures that shall permit a Special Education Assistant, upon written request to the Union, to have funds unused by June 30th available to her in the next two school years, provided that the amount available for the next two school years shall be no more than her allocation for that year plus her allocation for the previous two years.

Section 19 - Employee's Phone Access to the Board

The Board shall provide telephone access for an employee needing to contact the Payroll and/or Human Resources Departments, at no cost to the employee.

Section 20 - Personal Automobile

- 20.1 An employee shall not usually be required as a condition of employment to supply a vehicle to perform her duties. An employee required by the Board to use her private automobile to carry out her duties shall be paid a mileage allowance in accordance with Board Policy. An employee working in a position that requires traveling to multiple sites, shall be entitled to claim the mileage allowance.

20.2 The Board shall consult with the Union prior to filling a vacancy when it determines that a position will require an employee to provide a personal automobile as a condition of employment.

ARTICLE XIV - SAFETY

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

Section 1 - Safety Committee

A Safety Committee(s) shall be established in accordance with the *Workers' Compensation Act*

Section 2 - Unsafe Practices

An employee is encouraged to bring to light any activity or unsafe practice(s) that may be detrimental or pose a hazard to other employees or the public in general, provided the employee has first contacted her immediate supervisor and/or her Health and Safety Committee Representative.

Section 3 - Protective Clothing

It is agreed that the Board will advise supervisors that protective clothing is to be provided when prescribed by W.C.B. regulations or where working conditions warrant protective clothing.

Section 4 - Vaccinations

A regular employee at risk of contacting Hepatitis B, or other contagious diseases, as a result of her employment, may be vaccinated against these hazards, the cost of which shall be borne by the Board.

ARTICLE XV - GRIEVANCE PROCEDURE

Before a formal grievance is filed, the employee and/or the Zonal Vice-president or other designated Union Representative may meet with the employee's supervisor in an attempt to resolve the issue. This discussion shall be without prejudice to the grievance procedure.

Section 1 - Stem 1 - 3

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 shall be finally and conclusively settled without stoppage of work in the following manner:

Step 1

Such difference or grievance shall first be reduced to writing and taken up by the employee or a representative of the Union with the employee's Supervisor.

Step 2

Should the Supervisor be unable to effect a settlement within five (5) working days of receipt of such grievance, it shall be submitted to the Director of Human Resources of the Board.

Step 3

Failing settlement within five (5) working days, such grievance shall be referred to a Grievance Committee comprised of two (2) members each from the Board and the Union. The Committee shall, if it **so** desires, have its advisors in attendance. Failing settlement within ten (10) days by the Committee the matter shall be promptly referred to and dealt with by Arbitration as set forth in Article XVI.

Section 2 - Matters of General Application

Should the Board or the Union initiate the grievance, the matter shall be dealt with between the parties as set out in Article XV, Section 1 - Step 2.

Section 3 - Time Limit re: Filing Grievances

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

Section 4 - Correspondence re: Grievances

Grievances and replies to grievances shall be in writing at all stages, with a copy of all correspondence being given to the Executive Vice-president. Grievances settled satisfactorily within the time allowed shall be applied retroactively to the date the grievance was filed.

Section 5 - Censure of Employee

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

Section 6 - Dismissal of Employee

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 an 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 her refusal to work or to cross such picket line if she has permission of the striking union to cross such picket line or to so deal.

Section 7 - Employee Reinstated

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

Section 8 - Criticism of Employee

Any written criticism of an employee by the Board will be copied to the employee and the Union at the time of filing. (See Also: Article II, Section 2).

Section 9 - Wrongful Dismissal

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

Section 10 - Evidence

In case of discipline the burden of proof of just and reasonable cause shall rest with the Board. In the subsequent grievance proceedings or arbitration hearings, evidence shall be limited to the grounds stated in a letter of discipline which will be given to the employee within five (5) working days of the notice of discipline, unless a criminal investigation could be jeopardized by such.

ARTICLE XVI - ARBITRATION PROCEDURE

Section 1 - Appointment of Arbitrators

When either party requests that a grievance be submitted to Arbitration, the request shall be made in writing, addressed to the other party of the Agreement. Within five (5) days thereafter, each party shall name an Arbitrator to an Arbitration Board and notify the other party of the name and address of its appointee. If the recipient of the notice fails to appoint an Arbitrator, or if the two appointees fail to agree upon a Chairman within five (5) days, the appointment shall be made by the Minister of Labour upon request of either party. Notwithstanding the above, the parties may by mutual agreement refer the dispute to a sole arbitrator, with each party paying one-half the cost of such arbitrator. The arbitrator shall be from the Labour Relations Board, Arbitration Services and have the same powers as an Arbitration Board.

Section 2 - Arbitration Board Procedures

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

Section 3 - Decision of Arbitration Board

- 3.1 Except in errors of law, the decision of the Board of Arbitration shall be final and binding on all parties. An Arbitration Board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which is deemed just and equitable.
- 3.2 Should the parties disagree as to the meaning of the decision; either party may apply to the Chairman of the Board to reconvene with Board of Arbitration to clarify the decision, which it shall do within three (3) days.

Section 4 - Expenses of Arbitration Board

Each party shall pay:

- a) the fees and expenses of the Arbitrator it appoints; and
- b) one-half the fees and expenses of the Chairman.

Section 5 - Extension of Time Limits re: Grievance and Arbitration Procedures

The time limits fixed in both the grievance and arbitration procedures shall be considered directory and may be extended by mutual agreement of the parties to this agreement.

Section 6 - Employee Assistance re: Grievance and Arbitration Procedures

At any stage of the grievance or arbitration procedures, the parties may have the assistance of the employee(s) concerned, as witness, 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 XVII - DURATION OF AGREEMENT

Section 1

This Agreement shall remain in effect from **July 1, 2006** to **June 30, 2010**, inclusive, and from year to year thereafter unless mutually amended by the parties.

Wages:	Effective July 1, 2006	2%
	Effective July 1, 2007	2%
	Effective July 1, 2008	2%
	Effective July 1, 2009	2%

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 BCPSEA prior to implementation.

Section 2

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

Section 3

It is agreed that all conditions presently in force that are consistent with this Agreement shall continue to be in full force and effect.

Section 4 - Copies of Agreement

- 4.1 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and her rights and obligations under it. For this reason the Employer shall print, at its own cost, sufficient copies of the Agreement within thirty (30) days of signing.
- 4.2 The Board and the Union agree that neither party has the right to alter this Agreement or working conditions unilaterally.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT UNDER SEAL SIGNED THIS DAY OF _____, **2006.**

Signed for and on behalf of the Board of School Trustees of School District No. 6 (Rocky Mountain)

Signed for and on behalf of Canadian Union of Public Employees Local 440

BOARD CHAIRMAN

PRESIDENT

SECRETARY TREASURER

COMMITTEE MEMBER

APPENDIX "A"

Floating Statutory Holiday

Article VIII. 1.2 Floating Statutory Holidays

Each regular employee shall be entitled to two (2) Floating Statutory Holidays annually, with an anniversary date of July 1st, which will be taken at such times as mutually agreed upon between the Board and the employee. Floating Statutory Holidays shall be taken at no additional cost to the Board and are non-cumulative. If for operational reasons, the days provided cannot be taken at no cost to the Board, an employee may take the Floating Statutory Holidays on days that school is not in session.

District Practice:

When can floater days be taken?

The District's interpretation of the above article is that Floater days should be taken only when there is no disruption or minimal disruption to the school or the provision of educational service. Floater days must be requested by the employee. If not requested and taken they are not paid.

12 month employees - are able to take their 2 floaters at a time when there is no disruption to the school quite easily - Christmas, Spring break, NI days and during the summer.

10 month employees - are able to take their 2 floater days with no disruption to the school at Christmas, Spring break, and NI days. Requests to take the days during the school year may be made and be taken with the approval of the employee's supervisor.

No additional cost to the Board:

There are no issues with 12 month employees as floater days are always taken at a time when a substitute is not required. A 10 month employee who works 190 days a year is eligible for 2 floater days and she could receive pay for 192 days. The cost to the Board for each 10 month position could therefore be 192 days.

Examples:

A school year of 190 working days is used in the examples below.

1. 10 month employee takes floater days at Christmas or Spring Break, **no** substitute is required.

Employee is paid for 190 days + 2 floater days	= 192 days
Substitute is paid	= <u>0 days</u>
Cost to Board	= 192 days

2. 10 month employee requests and receives approval from supervisor to take 2 floater days when school is in session and a substitute is **not** required.

Employee is paid for 188 days + 2 floater days	= 190 days
Substitute is paid	= <u>0 days</u>
Cost to Board	= 190 days

3. 10 month employee requests and receives approval from supervisor to take 1 floater day when school is in session and a substitute is **not** required.

Employee is paid for 189 days + 1 floater day	= 190 days
Substitute is paid	= <u>0 days</u>
Cost to Board	= 190 days
(employee is eligible to take one more floater day)	

4. 10 month employee requests and receives approval from supervisor to take one floater day when school is in session and a substitute **is** required.

Employee is paid for 189 days + floater day = 190 days
Substitute is paid = 1 day
Cost to Board = 191 days
(employee is eligible to take one more floater day)

5. 10 month employee requests and receives approval from supervisor to take 2 floater days when school is in session and a substitute **is** required.

Employee is paid for 188 days + 2 floater days = 190 days
Substitute is paid for 2 days = 2 days
Cost to Board = 192 days

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

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

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

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

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

Term

July 1, 2006 to June 30, 2010

General Wage Increase

July 1, 2006	2%
July 1, 2007	2%
July 1, 2008	2%
July 1, 2009	2%

Incentive Payment

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

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

- The incentive payment shall be up to \$ 3,700 for each full-time equivalent employee and shall be pro-rated for part-time employees.
- For the purpose of the determination of the amount of the incentive payment, a full-time equivalent employee is an employee who worked on a full-time basis for the period of July 1, 2005 to June 30, 2006. For the purposes of this payment, "full-time" means the greater of 35 hours per week or the definition of "full-time" employee set out in the collective agreement. If ratification occurs prior to June 30, 2006, the incentive payment would be based from September 1 2005 to the date of ratification. The incentive payment for an employee who worked less than full-time over this period shall be pro-rated for the fraction of full-time work over this period that the employee worked.
- The one-time payment is subject to normal statutory deductions.

- Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's incentive payment:
 - maternity or parental
 - short-term disability
 - long-term disability that commenced within the twelve (12)-month period ending on the incentive eligibility date
 - leaves granted to employees in receipt of workers' compensation benefits

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

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

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

1. The parties agree to establish a Support Staff Skills Enhancement, Apprenticeship and Workforce Adjustment Committee which shall consist of four (4) representatives of support staff unions who are signatories to this LOU, and four (4) representatives of BCPSEA.
2. By no later than September 30, 2006, the Committee shall develop specific criteria to be used in allocating the funds provided to it under this Letter of Understanding, including the processes and deadlines under which Districts and local unions may jointly seek to access funds held by the Committee. These processes will include a requirement that Districts and local unions seeking to access the funds provide the Committee with:
 - a. an employee demographic analysis; and
 - b. a human resource plan which provides for the development and maintenance of a qualified and sustainable support staff workforce.

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

Skills Enhancement and Retraining Funding

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

Apprenticeship Opportunities Funding

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

Apprentice Sponsor Funding

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

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

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

Workforce Adjustment Committee Funding

14. The Committee will be provided with a one-time payment equal to a maximum of \$4,000,000, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with \$2 million). These monies will be used to facilitate and support workforce adjustment issues arising from non-routine and fundamental restructuring within a given school district, including shared services and regionalization. Any unused portion of the money from this fund will be

reallocated (in the discretion of the Committee) to either the Skills Enhancement and Retraining Fund and/or the Apprentice Opportunities Fund.

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

Labour Market Adjustment Fund

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

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

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

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

19. The funding will be available to all support staff employees whose bargaining agents become signatories to this Letter of Understanding.
20. In order to access the funding set out in paragraph 18 above, districts and locals must make joint application to the Committee and must demonstrate that the funding sought will be used to address recruitment and retention issues on the basis of the criteria set out in paragraph 17 above. The provision of this funding will be subject to the approval of PSEC.
21. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.
22. The continuation of the Labour Market Adjustment Fund beyond July 1, 2009 shall be determined during the next round of collective bargaining between the parties.

Trades Adjustment

23. The Committee shall be provided with funding in the following maximum amounts, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose

support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with 50% of the funding set out below), to provide a wage increase to all employees with Trades Qualifications:

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

24. The amount of the wage increase shall be determined by dividing the available monies in each year equally between employees with Trades Qualifications in signatory bargaining units.
25. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

Liaison on Education Policy Matters

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

Education Assistants Committee

28. During this round of collective bargaining, representatives of the support staff unions raised concerns with educational assistants working hours and not being paid.
29. The parties agree to establish an Educational Assistants Committee which shall consist of two (2) representatives of support staff unions who are signatories to this LOU and two (2) representatives of BCPSEA by no later than July 1, 2006. The committee shall investigate and make recommendations concerning this issue, including directions for resolution to Districts and locals.

Long Term Disability and Joint Early Intervention

30. Employers whose bargaining units become signatories to this LOU and who are not currently members of the Public Education Benefits Trust (PEBT) shall become members of the PEBT (including the operation of the Joint Early Intervention Service). It is understood that Government will provide the PEBT with funding in the maximum amount of \$7.9 million dollars annually for this purpose, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the maximum financial commitment of Government shall be \$3.95 million). Subject to the above, funding will be provided on the first business day after July 1, 2006, and on the first business day after January 1 in each calendar year commencing January 1, 2007. The parties further agree that in order to access the government funded LTD plan and the Joint Early Intervention Service they shall place their dental, extended health, group life insurance and, where applicable, accidental death and dismemberment benefit coverage as soon as the PEBT is able to take on this responsibility.
31. Once the PEBT is able to do so, the parties agree that they will participate on the following conditions:
 - a. If there is no penalty clause in the current contract(s) with existing benefit carrier(s)/consultants, as soon as possible; or
 - b. If there is a penalty clause, the benefits will be transferred when the current contract(s) expires.

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

Fiscal Dividend

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

THE PARTIES AGREE AS FOLLOWS:

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

1.0 Fiscal Dividend:

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

The Fund will be determined as follows:

- i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of \$150 million.
 - ii. Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.
 - iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus; i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.
 - iv. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.
- 1.3 Each bargaining unit member who is a regular employee of the School District on March 31, 2010 shall be eligible to receive the Fiscal Dividend Bonus.
- 1.4 The fiscal dividend payment shall be an amount as described in clause 1.2 above for each regular full time equivalent employee and shall be pro-rated for regular part time employees. For the purpose of the determination of the amount of the fiscal dividend payment, a full time equivalent employee is a regular employee who worked on a full time basis for the period September 1, 2009 – June 30, 2010. The fiscal dividend payment for a regular employee who worked less than full time over this period of time shall be pro-rated based on the actual straight-time hours worked as a percentage of full time hours. Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's dividend payment:

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

LETTER OF UNDERSTANDING #1

Between:

The Board of School Trustees of School District No. 6 (Rocky Mountain)
(hereinafter called the "Board")

and:

The Canadian Union of Public Employees - Local 440
(hereinafter called the "Union")

ATI

WHEREAS the Board and Union have agreed that an Implementation and Monitoring Committee, with three elected representatives from the Union and three management representatives, be established with the following responsibilities:

- a. Keep in mind at all times the following agreed upon objective:

"to develop recommendations for a district contract and common core practices that provides for the safe transportation of all students recognizing the professional integrity of CUPE drivers, maintaining the same or greater opportunities for students and drivers, and realizing the need to keep costs in mind".
- b. Provide direction for the implementation to all schools and the Operations Department prior to September 2001.
- c. Monitor the implementation by collecting information on a regular basis on type of transportation used from all schools for all trips. A meeting with this information to be held prior to January 31, 2002.
- d. Monitor the number of trips for CUPE drivers and their earnings at the district and zone levels compared to previous years.
- e. Monitor the number of activities offered to students at the district, zone and school levels compared to previous years.
- f. In the event that the monitoring results indicate that we are not meeting the agreed upon objective both parties agree to address the issues as soon as possible and make the necessary changes.

It is understood by both parties that any reduction in hours that may result from any new clauses or changes to existing transportation clauses in the collective agreement will not result in any employee being laid-off. It is also understood that if the increase in preparation time results in creating a conflict with existing regular drivers the Board will address each situation on an individual basis.

Signed at *Invermere*, British Columbia this *11th* day of *September, 2001*.

Original Signed
Board Chairperson

President- CUPE Local 440

Original Signed
Secretary Treasurer

Original Signed
Bargaining Chair

LETTER OF UNDERSTANDING #2

Between:

The Board of School Trustees of School District No. 6 (Rocky Mountain)
(hereinafter called the "Board")

and:

The Canadian Union of Public Employees- Local 440
(hereinafter called the "Union")

RE: LONG TERM DISABILITY

WHEREAS the Board and Union are of the understanding that there are presently negotiations between CUPE Regional and BCPSEA regarding a Long Term Disability Plan. Should CUPE Local 440 and School District No. 6 (Rocky Mountain) be eligible to participate in such a plan, the parties agree to open negotiations with regards to the Long Term Disability Plan.

Signed at _____, British Columbia this day of _____, 2001.

Original Signed
Board Chairperson

Original Signed
President - CUPE Local 440

Original Signed
Secretary Treasurer

Original Signed
Bargaining Chair

LETTER OF UNDERSTANDING #3

Between:

The Board of School Trustees of School District No. 6 (Rocky Mountain)
(hereinafter called the "Employer")

and:

The Canadian Union of Public Employees - Local 440
(hereinafter called the "Union")

**RE: SPECIAL EDUCATION ASSISTANTS
POSTING AND FILLING PROCEDURES**

WHEREAS the Board and Union have agreed that employees in the position of Special Education Assistants have unique posting and filling requirements;

AND WHEREAS the Board and Union have agreed the Department of Human Resources, in consultation with the Directors of Instruction and Assistant Superintendent of each zone, are responsible to follow the procedures;

NOW THEREFORE, in consideration of the above the Board and the Union have agreed with the guidelines listed below when posting and filling vacant Special Education Assistant positions in each zone:

1. May 15th of each school year:
 - Special Education Assistants will indicate their preference for the following school year by completing the Special Education Assistant Preference Questionnaire distributed by the Department of Human Resources;
 - Administrative Officers indicate to the Department of Human Resources their staffing requirements for the following school year that will be 25 hours a week or more.
2. May 31st of each school year:
 - Taking into consideration the Preference Questionnaire and in consultation with the Administrative Officer, the Department of Human Resources will make preliminary assignments. (Senior Special Education Assistants are guaranteed jobs which will result in the least disruption to the school as possible).
 - Layoff notices are issued to those employees who do not receive a preliminary assignment.
3. May 31st to October 15th of each school year:
 - Any positions that are available will be filled with casual employees based on seniority and qualifications. Laid-off Special Education Assistants will be placed in casual positions before other "casual employees" are employed.
4. By October 15th of each school year:
 - All casual positions are posted in each zone. All Special Education Assistants are eligible to apply. Decisions are made by the Department of Human Resources, based on seniority and qualifications and in consultation with the Director of Instruction or Assistant Superintendent in each zone.
5. After October 15th of each school year:
 - Part-time (less than 27.5 hrs/wk) Special Education Assistants are eligible to apply for positions after October 15th. In order to maintain as much educational stability as possible for the school year full-time SEA's are not eligible to apply for positions after October 15th.

6. Benefit Coverage While in Layoff

- All permanent SEA's who were participating in the School District's Benefit Program, when laid off on June 30th, will continue to have benefit coverage until October 31st of each year. SEA's who are not placed in a position meeting the eligibility requirements will have their benefits terminate October 31st. SEA's will be able to continue coverage, upon approval of the carriers, by paying their own premiums while maintaining seniority. (See Article XII, Section 2.4)

Signed at _____, British Columbia this day of _____, 2001.

Original Signed
Board Chairperson

Original Signed
President - CUPE Local 440

Original Signed
Secretary Treasurer

Original Signed
Bargaining Chair

LETTER OF UNDERSTANDING #4

Between:

The Board of School Trustees of School District No. 6 (Rocky Mountain)
(hereinafter called the "Employer")

and:

The Canadian Union of Public Employees- Local 440
(hereinafter called the "Union")

RE: TECHNICAL SERVICES PERSONNEL – FLEXIBLE HOURS

AMENDED: MOA – October 26/06:

RE: TECHNICAL SERVICES PERSONNEL - FLEXIBLE HOURS

The Board and Union have agreed to the following:

That Technical Services Personnel, regular and casual employees, may, at times, find it necessary to work flexible hours. It may also be more efficient at times to work from their home. Therefore, it is agreed that flexible hours may be arranged but must be approved by their immediate supervisor, hours must be recorded by individual employees and the Technology Department which will ensure proper accounting of hours worked.

It is also understood that flexible hours will not involve overtime unless approved by the employee's immediate supervisor.

Signed at _____, British Columbia this _____ day of _____, 2001.

Original Signed

Board Chairperson

Original Signed

President - CUPE Local 440

Original Signed

Secretary Treasurer

Original Signed

Bargaining Chair

LETTER OF UNDERSTANDING #5

Between:

The Board of School Trustees of School District No. 6 (Rocky Mountain)
(hereinafter called the "Board")

and:

The Canadian Union of Public Employees - Local 440
(hereinafter called the "Union")

RE: WORKERS' COMPENSATION PROTECTION

WHEREAS the Board and Union have agreed for the purpose of clarification, an employee receiving compensation benefits under the Workers' Compensation Act shall continue to accrue vacation credits and sick leave credits for a maximum period of twelve months from date of injury. All other benefits as outlined in Article XII of the Collective Agreement shall continue to be paid by the School District for employees while they are absent from work with a compensable injury or claim.

Signed at _____, British Columbia this _____ day of _____, 2001.

Original Signed

Board Chairperson

Original Signed

President- CUPE Local 440

Original Signed

Secretary Treasurer

Original Signed

Bargaining Chair

LETTER OF UNDERSTANDING #6

Between:

The Board of School Trustees of School District No. 6 (Rocky Mountain)
(hereinafter called the "Board")

and:

The Canadian Union of Public Employees- Local 440
(hereinafter called the "Union")

RE: Coordinators (1)

The Board and Union have agreed to the following:

Assignment of hours for employees working as Coordinators will be assigned as follows:

- Time allocated for performance of coordinators duties will be assigned by the appropriate supervisor in consultation with the coordinator.
- Remaining time available will be assigned to appropriate work within the department and within the coordinators normally assigned work (trades, bus driving, etc.).
- The assignment of duties to the coordinator may result in structuring changes within the department.
- In the Transportation Department and after consultation with the Supervisor, a route will be assigned to the Transportation Coordinator, based on seniority as well as providing ample time to coordinate transportation duties. Any employees affected by these structuring changes will be given opportunity to exercise their seniority rights within the department.
- If an employee chooses to relinquish their coordinator duties, they may exercise seniority rights within their department.
- If the School District for whatever reason, no longer requires an employee to continue performing coordinator duties, the employee may exercise seniority rights based on an 8 hour position. (Except in instances where discipline may be involved, then each case will be considered independently).

Signed at _____, British Columbia this day of _____, 2002.

Original Signed

Board Chairperson

Original Signed

President- CUPE Local 440

Original Signed

Secretary Treasurer

Original Signed

Bargaining Chair

LETTER OF UNDERSTANDING #7

Between:

The Board of School Trustees of School District No. 6 (Rocky Mountain)
(hereinafter called the "Board")

and:

The Canadian Union of Public Employees- Local 440
(hereinafter called the "Union")

RE: COORDINATORS (2)

The Board and Union have agreed to the following:

If a Coordinator (Maintenance or Transportation) chooses to step down from their full time position as Coordinator, they would be considered to be in a laid-off position and the normal bumping clauses would apply except Coordinators would only be allowed to bump positions in the same department as they were coordinating and no severance option would apply.

If a Coordinator is laid-off from his position as Coordinator, then normal bumping and severance clauses would apply, (Article XI, Section 8).

Signed at _____, British Columbia this day of _____, 2002.

Original Signed
Board Chairperson

Original Signed
President- CUPE Local 440

Original Signed
Secretary Treasurer

Original Signed
Bargaining Chair

LETTER OF UNDERSTANDING #8

Between:

The Board of School Trustees of School District No. 6 (Rocky Mountain)
(hereinafter called the "Board")

and:

The Canadian Union of Public Employees - Local 440
(hereinafter called the "Union")

RE: ATHLETIC COORDINATOR - DAVID THOMPSON SECONDARY SCHOOL

WHEREAS the Board of School Trustees and the Canadian Union of Public Employees, Local 440 recognize the unique position of one Noon Hour Supervisor at David Thompson Secondary School in the Invermere Zone and through the Board / CUPE Job Evaluation Committee have re-classified this position as **Athletic Coordinator**, the following have been agreed to:

1. The one position of Noon Hour Supervisor at David Thompson Secondary School, will be reclassified as Athletic Coordinator for the employee that holds this present position;
2. The Athletic Coordinator position shall exist only at David Thompson Secondary School while the employee holds this position.
3. When the incumbent resigns or retires from this position at David Thompson Secondary School, this position will no longer exist.

Signed at _____, British Columbia this _____ day of _____, 2004.

Original Signed
Board Chairperson

Original Signed
President- CUPE Local 440

Original Signed
Secretary Treasurer

Original Signed
Bargaining Chair

LETTER OF UNDERSTANDING #9

Between:

The Board of School Trustees of School District No. 6 (Rocky Mountain)
(hereinafter called the "Board")

and:

The Canadian Union of Public Employees- Local 440
(hereinafter called the "Union")

RE: SEVERANCE / SICK LEAVE PAY OUT UPON LAY OFF

The Board and the Union have agreed to the following in regards to payment of severance and sick leave, when an employee has been issued a layoff notice:

1. When an employee, with over 15 years of continuous service, has been issued a layoff notice, the employee may elect severance in accordance with Article 11, Section 8 and may also elect accumulated sick leave pay-out in accordance with Article 10, Section 1.8 of the Collective Agreement.

Signed at _____, British Columbia this _____ day of _____, 2004.

Original Signed
Board Chairperson

Original Signed
President - CUPE Local 440

Original Signed
Secretary Treasurer

Original Signed
Bargaining Chair

LETTER OF UNDERSTANDING #10

Between:

The Board of School Trustees of School District No. 6 (Rocky Mountain)
(hereinafter called the "Board")

and:

The Canadian Union of Public Employees - Local 440
(hereinafter called the "Union")

RE: ARTICLE 8 - STATUTORY HOLIDAYS

The Board and the Union have agreed to the following with regard to payment of Statutory Holidays (this does not apply to casual employees):

1. Employees shall be paid for all the Statutory Holidays listed in Article 8 in accordance with the following:
 - a) Employees who work less than 15 days prior to the Statutory Holiday shall be paid 1/15 of a day's pay for each day worked prior to that day. This applies to new employees, and to employees who are not working their regular schedule prior to a Statutory Holiday (i.e. an employee who does not work in July/August, but begins working 3 days before Labour Day is paid 3/15 of a day's pay for Labour Day).

Signed at _____, British Columbia this _____ day of _____, 2006.

Board Chairperson

President - CUPE Local 440

Secretary Treasurer

Bargaining Chair