

COLLECTIVE AGREEMENT

EFFECTIVE JULY 1, 2006 TO JUNE 30, 2010

BETWEEN

**THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO. 58
(NICOLA-SIMILKAMEEN)**

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 847**

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EFFECTIVE: July 1, 2006 to June 30, 2010

BETWEEN: The BOARD OF SCHOOL TRUSTEES,
OF SCHOOL DISTRICT NO. 58 (NICOLA-SIMILKAMEEN)

(hereinafter called the "Employer")

PARTY OF THE FIRST PART

AND: The CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 847

(hereinafter called the "Union")

PARTY OF THE SECOND PART

ARTICLE 1: PREAMBLE

WHEREAS it is the desire of both parties to the agreement:

1. To promote harmonious relations and settle conditions of employment between the Employer and the Union.
2. To recognize the mutual value of joint discussions and negotiations in all 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 now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 2: RECOGNITION OF NEGOTIATIONS

The Employer or anyone authorized to act on their behalf recognizes the Union as the sole collective bargaining agency for its employees classified and covered by this agreement and hereby consents and agrees to negotiate with the Union or anyone authorized to act on behalf of the Union, in any and all matters affecting the relationship between the parties to this agreement, looking forward to a peaceful and amicable settlement of any differences that may arise between them.

ARTICLE 3: NO DISCRIMINATION

- (a) The Employer, its servants and agents agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, discipline, discharge or otherwise by reason of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age (as defined in the Human Rights Code), nor by reason of his/her membership in a Labour Union and the employees shall at all times and in like manner act in good faith toward the Employer.

This does not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.

- (b) Harassment
- (i) The parties agree that employees have a right to work in an environment free from unwanted sexual attention or harassment and from personal harassment.
 - (ii) Any complaint alleging sexual harassment will be dealt with in the Grievance Procedure and will be initiated at Step 2.
 - (iii) Grievances under this clause will be handled with all possible confidentiality and dispatch.
 - (iv) Personal harassment, which shall be defined as any behaviour which denies an individual the employee's dignity and respect and which is offensive, embarrassing or humiliating, shall be dealt with in the normal grievance procedure.

ARTICLE 4: UNION SECURITY

Every employee who is now or hereafter becomes a member of the Union shall maintain his/her membership in the Union as a condition of continued employment. Every new employee whose employment commences hereafter shall, within thirty (30) days after commencement of his/her employment, become a member of the Union and shall maintain

membership in the Union as a condition of continued employment.

ARTICLE 5: CHECKOFF OF UNION DUES

- (a) The Employer agrees to the compulsory check off of all Union dues as a condition of employment. Said dues to be paid and deducted each pay period and forwarded to the Union Secretary-Treasurer with a list of those paying dues, and the amount each pays. All employees as a condition of continued employment shall be liable to Union dues deductions.

The Employer agrees to deduct union assessments provided that the assessment calculation can be completed by the District's computerized payroll system without the necessity of software changes.

- (b) The Employer will have each new employee sign an application for membership card and will forward such cards to the Secretary-Treasurer of the Union.

ARTICLE 6: THE EMPLOYER SHALL ACQUAINT NEW EMPLOYEES

The Employer agrees to acquaint new employees with the fact that an agreement between the parties is in effect, and with the conditions of the employment set out in Articles 4 and 5 dealing with Union Security and Dues Check off. New employees shall be presented with a copy of the agreement by the Employer on commencement of employment.

ARTICLE 7: LABOUR/MANAGEMENT NEGOTIATIONS

- (a) Bargaining Committee

A Bargaining Committee shall be appointed and consist of not more than four (4) members of the Employer as appointees of the Employer, and not more than four (4) members of the Union as appointees of the Union. The Union will advise the Employer of the Union nominees to the Committee.

- (b) Representative of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

- (c) Meeting of Committee

In the event of either party wishing to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement, however, such meeting to be held not later than ten (10) days after request has been given unless varied by mutual consent.

ARTICLE 7: LABOUR/MANAGEMENT NEGOTIATIONS cont'd

(d) Function of Bargaining Committee

All matters of mutual concern pertaining to rates of pay, hours of work, working conditions, collective bargaining, etc., shall be referred to the Bargaining Committee for discussion and settlement.

(e) Time Off for Meetings

Any representative of the Union on this Committee, who is in the employ of the Employer, shall have the privilege of attending meetings of the Committee held within working hours without loss of remuneration.

(f) The Employer shall have the right to have the assistance of its senior administrative official or his/her representative when dealing or negotiating with the Union.

(g) No equivalent time off may be taken by an employee attending meetings of the Committee outside of his/her working hours.

(h) Labour/Management Committee

There shall be a Labour/Management Committee with equal membership from both the Union and the Employer which shall meet at least once every two (2) months in order to discuss matters of mutual concern.

ARTICLE 8: DEFINITION OF EMPLOYEES

(a) Regular Employees: are those who have been assigned to a posted regular position and who have completed probation. (This to include full and part-time employees.)

(b) Relief Employees: are those who replace any regular employee and shall not be placed on the regular seniority list until they have completed ninety (90) days worked within a twelve (12) month period starting April 1, 2000.

The date of commencing work for seniority purposes shall be eighteen (18) weeks prior to the day on which the employee became eligible for including on the seniority list.

They shall not be known as a regular employee until assigned to a posted regular position and have completed probation.

(c) Seasonal Employees: are those engaged for periods of less than three (3) months for seasonal or specific projects unless by mutual agreement the time is extended; they shall have the same status as a relief employee with regard to the seniority list and regular employment.

ARTICLE 8: DEFINITION OF EMPLOYEES cont'd

- (d) All regular employees shall be eligible for all benefits provided by this agreement as the conditions of the benefit contracts will permit and all part-time regular employees shall in proportion to their daily time worked, receive all benefits.

ARTICLE 9: SENIORITY

(a) Seniority List

Seniority is the length of service with the Employer and shall operate on a bargaining-unit-wide basis.

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

(b) Seniority for New Employees

Newly hired employees shall be considered on probation for a period of three (3) months from the date assigned to a regular position. During the probationary period, employees shall be entitled to all rights and privileges of this agreement. After completion of the probationary period, seniority shall be effective from the original date of hiring and any days actually worked as a seasonal or relief employee within the preceding twelve (12) months shall also be counted as time accumulated for seniority purposes.

(c) Seniority During Absence

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

(d) An employee shall only lose his/her seniority in the event:

1. He/she is discharged for just cause and is not reinstated.
2. He/she resigns.
3. He/she is absent from work in excess of five (5) working days without notifying his/her Employer unless such notice was not reasonably possible.
4. After a layoff, he/she fails to return to work within ten (10) working days, after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his/her current address.

ARTICLE 9: SENIORITY cont'd

5. The employee elects to receive severance under Article 10(f).
6. An employee who is laid off shall not attain seniority recall rights if employed for less than three (3) months and if they are employed in excess of three (3) months they shall not retain seniority rights if they are laid off and not re-employed within twelve (12) months after layoff.

ARTICLE 10: LAYOFFS AND REHIRING

(a) Layoff and Rehiring Procedure

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority provided that they are competent and qualified to do the job. Employees shall be recalled in the order of their seniority provided they are competent and qualified to do the work.

(b) Notice of Layoff

The Employer shall notify employees who have completed their probationary period and who are to be laid off, in writing, thirty (30) days before layoff is to be effective.

If the employee laid off has not had the opportunity to work the number of days for which notice of layoff was given, he/she shall, nevertheless, be paid for that period from the date of layoff notice.

(c) Continuation of Benefits

The Employer agrees to pay its share of the monthly premiums up to three (3) months of the medical, extended health, dental and group life plans for regular employees laid off. In the event of a longer layoff, employees so affected will be given the right to continue their coverage through direct payments, provided the plans permit such coverage.

(d) Bumping

An employee whose position is subject to layoff or reduction of hours shall be entitled to bump a junior employee provided the employee can demonstrate current qualifications, experience, skill and ability to perform the duties of the position occupied by the junior employee. If an employee is in the process of preparing for the required qualifications at the time of notice of layoff or bumping, the employee shall be allowed to bump provided the qualifications are achieved before the scheduled date of assuming the position.

ARTICLE 10: LAYOFFS AND REHIRING cont'd

The employee shall exercise bumping rights within seven (7) working days of receiving notice under 10(b) above. Where an employee declines to exercise their right to bump, the right shall be forfeited for that layoff or reduction.

Where an employee exercises the right to bump and subsequently is unable to perform adequately the duties of the position, the employee shall have the right to bump only the most junior employee whose position the employee is qualified to fill.

- (e) Employees who are laid off or bumped shall be recalled to their former position when it becomes vacant. Subject to 9 (d) 6 recall rights shall be maintained by the employee for a period of two (2) years.
- (f) Upon being laid off an employee shall have thirty (30) days in which to opt for recall rights or to resign. Upon resignation the employee shall be paid one (1) week's pay for each complete year of service up to a maximum of twenty (20) weeks' pay. This option shall only be available to an employee who has been a regular employee for at least one (1) year and who has exhausted their bumping rights.
- (g) Except for Article 10(c) this article shall not apply to the annual summer layoff of school term (nominal ten-month) employees.

ARTICLE 11: PROMOTIONS AND STAFF CHANGES

(a) Employer Shall Notify Union

Prior to filling any staff change or promotion covered by the terms of this agreement, the Employer shall notify the Union in writing and post notice of the position on all bulletin boards for a minimum of five (5) working days in order that all members will know about the position and be able to make written application therefore. Such notice shall contain the following information: nature of position, required knowledge and education, ability and skills, shift, wage and salary rate or range.

(b) Method of Making Appointments

Both parties recognize that job opportunity should increase in proportion to length of service. Therefore, in making staff changes, appointments shall be made of the applicant having the greatest seniority, and having the required qualifications, and ability. The successful applicant shall be placed on trial for a period of forty five (45) working days. Conditional on satisfactory service such trial promotion shall become permanent after the period of forty five (45) working days. If during the first fifteen (15) days of the trial period an employee chooses to return to his/her former position, the employee may do so. In the event the successful applicant proves unsatisfactory in the position during the

ARTICLE 11: PROMOTIONS AND STAFF CHANGES cont'd

aforementioned trial period, or chooses to return within the first fifteen (15) days, he/she shall be returned to his/her former position without loss of seniority or salary, and any other employee promoted or transferred because of the rearrangement of position shall also be returned to his/her former position without loss of seniority and salary.

(c) Union Notification

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

In January of each year, the Employer shall provide to the Union, a copy of the current addresses and telephone numbers of all members of the bargaining unit.

(d) Disabled Employee's Preference

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

(e) Promotions Requiring Higher Qualifications

In cases of promotion requiring higher qualifications or certification, the Employer shall give consideration to employees who do not possess the required formal qualifications, but are preparing for qualification prior to the posting of a vacancy. Such employees will be given an opportunity to qualify within a reasonable length of time as mutually agreed between the parties to this agreement, and to revert to their former position if the required qualifications are not met within such time.

(f) In the event that a temporary position or vacancy extends beyond a forty-five (45) day period, such vacancy shall be posted as per Article 11(a). Where the Employer becomes aware that the position will exist beyond the forty-five (45) days, the position shall be posted within three (3) working days of the Employer receiving written notice.

ARTICLE 12: GRIEVANCE PROCEDURE

(a) In order to provide an orderly procedure for the settling of grievances the Employer acknowledges the right of the Union to appoint, or otherwise select a Grievance Committee of four (4) members, whose duties shall be to process any grievance in accordance with the Grievance Procedure.

(b) The Employer shall recognize Shop Stewards appointed or otherwise selected by the Union, whose duties shall be to investigate and to attempt to settle disputes before reaching the

Grievance Committee

ARTICLE 12: GRIEVANCE PROCEDURE cont'd

- (c) The Union shall notify the Employer in writing of the name of each Grievance Committee member and Shop Steward before the Employer shall be required to recognize him.
- (d) The Grievance Committee and Shop Steward selected according to (a) and (b) hereof, shall not change so long as they remain employees or until their successors are chosen.
- (e) In order that the work of the Employer shall not be unreasonably interrupted, the Shop Steward shall not leave his/her work without obtaining permission of his/her supervisor, which permission shall be given before the end of his/her shift.
- (f) Should a dispute arise between the Employer and any employee(s) or the Union regarding the interpretation, meaning, operation, or application of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, or should any other dispute arise, an earnest effort shall be made to settle the dispute in the following manner:

Step 1: The aggrieved employee(s) shall submit the grievance to the Shop Steward. Grievance shall be initiated with all dispatch but at all times within thirty (30) days.

Step 2: If the Union Grievance Committee considers the grievance to be justified, the employee(s) concerned, together with his/her Steward, shall first seek to settle the dispute with the Secretary-Treasurer.

Secretary-Treasurer to give decision within five (5) working days.

Step 3: Failing agreement being reached in Step 2, application shall be made to the Employer in writing, stating the grievance concerned and a hearing shall be granted at the next meeting of the Employer following the application. Union to receive decision within ten (10) working days.

Step 4: Failing a satisfactory settlement being reached in Step 3, the Union may, on giving five (5) days' notice in writing to the Secretary-Treasurer of its intention, refer the dispute to arbitration.

- (g) Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Steps 1 and 2, of this Article, may be bypassed.
- (h) Replies to written grievances shall be in writing at all stages.
- (i) Grievances settled satisfactorily within the time allowed shall date from the time that the grievance was filed.

ARTICLE 12: GRIEVANCE PROCEDURE cont'd

(j) The Employer shall supply the necessary facilities for the grievance meetings.

(k) Technical Objections to Grievances

No grievance shall be defeated or denied by any formal or technical objection. An arbitrator 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 he/she deems just and equitable.

ARTICLE 13: ARBITRATION

(a) Composition of Board of Arbitration

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 a nominee, to an Arbitration Board and notify the other party of the name and address of its nominee.

If the recipient of the notice fails to appoint a nominee, or if the two nominees fail to agree upon a Chairman within five (5) days, the appointment shall be made by the Director of the Arbitration Bureau upon the request of either party.

(b) Who May be an Arbitrator

No person shall be selected as a member of an arbitration board who:

(i) is acting, or has within a period of six (6) months preceding the date of his/her appointment acted in the capacity of solicitor, legal advisor, counsel, or a paid agent of either of the parties.

(ii) has any pecuniary interest in the matters referred to the Board.

(iii) Single Arbitrator

Notwithstanding any other provisions of this article, the parties may mutually agree to the use of a single arbitrator, who will be governed by the provisions of this article. Failing to agree on a single arbitrator, the provisions of the three-person Board will apply.

(c) Board Procedure

The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make presentation to it. The Board shall commence its proceedings

after the Chairman is appointed. It shall hear and determine the difference or allegation and
ARTICLE 13: ARBITRATION cont'd

render a decision within ten (10) days from the time the Chairman is appointed. The decision of a majority shall be the decision of the Board.

(d) Decisions of the Board

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

(e) Expenses of the Board

Each party shall pay:

- (i) the fees and expenses of the arbitrator it appoints.
- (ii) one-half the fees and expenses of the Chairman.

(f) Amending of Time Limits

The time limits fixed in both the Grievance and Arbitration Procedure may be extended by consent of the parties to this agreement.

(g) Witnesses

At any stage of the Grievance or Arbitration Procedure, the parties may have the assistance of the employee(s) concerned as witnesses without loss of pay and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 14: TERMINATION, DISCHARGE OR SUSPENSION

(a) Adverse Reports

The employee shall have the right to have a Steward or a Union Officer present when subject to a written reprimand or more serious discipline. Copies of all formal discipline letters shall be provided to the Union within ten (10) days.

The employee's reply to a complaint, accusation or expression of dissatisfaction shall become part of his/her record.

ARTICLE 14: TERMINATION, DISCHARGE OR SUSPENSION cont'd

After receiving a request from an employee, the Secretary-Treasurer shall arrange for the employee to review their personnel file in the presence of an employer representative during regular office hours. Within reason, photocopies of documents in the file shall be supplied by the Employer if requested by the employee. Provided there have been no further offences, any reference to discipline shall be removed from the employee's file after twenty-four (24) months.

(b) Discharge Procedures

(i) An employee may be dismissed only for just cause and only upon the authority of the Employer or his/her agent. When an employee is discharged or suspended, he/she shall be given the reason in the presence of his/her Steward. Such employee and the Union shall be advised promptly in writing by the Employer 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 to deal with any business establishment involved in a legal strike. All services of the School District will be maintained.

(ii) An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 12, Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.

(iii) Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his/her former position, without loss of seniority rating, and shall be compensated for all time lost in an amount equal to his/her normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangements 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.

(c) Falsely Accused Employee Assistance

When an employee has been accused of misconduct (outside the normal disciplinary process) and:

(i) at the conclusion of an investigation by the Employer, and the Employer has not concluded that the accusation is true; and

(ii) that the employee is acquitted of any criminal charges in relation to the accusation; and,

ARTICLE 14: TERMINATION, DISCHARGE OR SUSPENSION cont'd

- (iii) an arbitrator considering discipline or dismissal of the employee finds the accusation to be false;

the employee may apply for assistance from the Employer for such services as the parties may agree to at that time. Approval of the agreement may not be unreasonably denied.

ARTICLE 15: HOURS OF WORK

(a) Hours

The normal hours of work for clerical staff shall be seven (7) hours per day, to be worked within eight (8) hours, thirty-five (35) hours per week, Monday to Friday. The normal hours of work for non-clerical staff shall be seven and one-half (7½) hours per day, thirty-seven and one-half (37½) hours per week, Monday to Friday.

(b) Working Schedule

- (i) The Employer agrees, in consultation with the Union, to set forth the working schedule of each department, hereinafter referred to as the "Work Schedule". The schedule shall be deemed to constitute Schedule "B" of this agreement.
- (ii) This will serve as a clause regarding implementation of a flexible work day for maintenance and custodial staff during the months of July and August, Christmas and Spring Breaks or other periods that may be mutually agreed to by the parties. This clause is subject to the following conditions:
 - i) both the employee and Employer must agree to the change;
 - ii) all employees at a given work site (i.e., school, Maintenance Department) must work the same schedule;
 - iii) this list of "subject to's" is not intended to be all inclusive;
 - iv) this article [Article 15(b)(ii)] may be cancelled by either party upon 30 days' notice in writing directed by one party to the other party that it wishes this paragraph to be terminated.

(c) Minimum Hours

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

ARTICLE 15: HOURS OF WORK cont'd

This clause shall not apply to:

- (i) the classifications of supervisors.
 - (ii) employees working in schools of less than 80 students after agreement with the union. Such agreement shall not be unreasonably withheld.
 - (iii) relief employees replacing the regular employee where the work being replaced is less than four (4) hours or the relief employee is only qualified for a part of the shift's work.
 - (iv) SEAs assigned to work with part day Kindergarten students;
 - (v) other positions by mutual agreement. Such agreement shall not be unreasonably withheld.
- (d) Break Period

All employees shall be permitted a fifteen (15) minute rest period both in the first half and second half of a shift.

ARTICLE 16: OVERTIME

(a) Overtime Rates on Weekdays

Overtime shall be paid at the rate of time and one-half for the first two (2) hours and double time after two (2) hours in any one day or shift, Monday to Friday.

(b) Overtime Rates on Saturdays, Sundays and Holidays

- (i) All time worked on Saturday and Sunday shall be paid at double time standard rate of pay for every hour worked. Any employee who is required to work on a holiday shall be paid at the rate of double his/her standard rate of pay for every hour worked in addition to his/her regular holiday pay.

Days off to be considered Saturday and Sunday for overtime purposes.

- i i) In order to facilitate weekend use of school district facilities in a cost-effective way for users,

ARTICLE 16: OVERTIME cont'd

- (a) The Union agrees to waive the right to overtime under 16(b) in return for a minimum four (4) hours' pay for any employee called to work on a weekend for the purpose of opening, supervising, and using a school district facility for any hours worked up to 37.5 hours for that week.
- (b) The hours can be split once but must be worked within a twelve (12) hour period.

(c) **Minimum Call-Back Time**

Every employee who is called out and required to work in an emergency outside his/her regular working hours shall be paid for a minimum of two (2) hours at overtime rates and shall be paid from the time he/she leaves his/her home to report for duty until the time he/she arrives back upon proceeding directly from work. The word "emergency" above being defined as the instance where an employee does not receive notification during his/her regular working hours.

(d) **Sharing of Overtime**

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

(e) **Overtime During Layoffs**

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

- (f) The Employer and the employee may mutually agree to take time off at premium rate in lieu of cash overtime.

ARTICLE 17: HOLIDAYS

All employees shall receive one day's pay for not working on the following holidays:

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

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

ARTICLE 17: HOLIDAYS cont'd

When any of the above holidays fall on a normal non-working day and no other day is declared in substitution therefore, employees shall receive a day off work in lieu of the holiday, at their regular rate of pay.

ARTICLE 18: VACATIONS

- (a) Employees covered by this agreement shall have annual holidays with pay, as per the following schedule:

Entitlement after having completed the following years of service:

1 Year	-	3 Weeks
5 Years	-	4 Weeks
12 Years	-	5 Weeks
19 Years	-	6 Weeks
30 Years	-	7 Weeks

The annual holidays shall be taken in the calendar year in which they are earned and at a time most convenient for the work.

The anniversary date of holiday entitlement for employees shall be June 30. The vacation entitlement for new employees shall be pro-rated for length of service prior to June 30.

If requested under Article 21(b) regular employees working less than twelve (12) months per year who are not required to work during Christmas shall receive accrued vacation pay at Christmas and the end of the school year in accordance with the following formula:

From 1 up to 4 years of seniority as at June 30	- 6% of gross earnings
From 5 up to 11 years of seniority as at June 30	- 8% of gross earnings
From 12 up to 18 years of seniority as at June 30	- 10 % of gross earnings
From 19 up to 29 years of seniority as at June 30	- 12% of gross earnings
Over 30 years of seniority as at June 30	- 14% of gross earnings

- (b) Holidays during Vacations

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

ARTICLE 18: VACATIONS cont'd

(c) Preference in Vacations

All employees shall be granted, during the month of July and August, their vacation and as far as possible the period preferred by the employee. By mutual agreement, vacation time may be arranged in any other month of the calendar year. However, in the event of a conflict in vacation date preference, the choice then shall be determined by seniority of service.

ARTICLE 19: SICK LEAVE PROVISIONS

(a) Sick Leave Defined

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

(b) Amount of Sick Leave

Sick leave shall be granted to employees on the basis of one and one-half (1½) days for every month of service.

In any other year when an employee has not had sick leave or only a portion thereof, he/she shall be entitled to an accrual of all the unused portion of sick leave up to a maximum of two hundred (200) working days for his/her future benefits. A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave as defined in (a).

(c) Proof of Illness

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

In cases of alleged abuse, the Employer has the option of specifying the duly qualified medical practitioner. The Employer shall pay any additional expenses incurred in any request for a certificate.

(d) Sick Leave During Leave of Absence

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

ARTICLE 19: SICK LEAVE PROVISIONS cont'd

(e) Sick Leave Without Pay

Sick leave without pay of one year 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 any extension can only be granted upon review and by mutual agreement of the parties hereto.

(f) Sick Leave Records

A record of all unused sick leave will be kept by the Employer. Immediately after the close of each calendar year, each employee shall receive a record from the Employer of his/her accumulated sick leave credit. Any employee is to be advised on application of the amount of sick leave accrued to his/her credit.

(g) Accrued Sick Leave

Any employee having accrued sick leave to his/her credit shall, on retirement, or on termination for medical reasons, receive a salary grant in lieu thereof equal to such credit on the following basis:

- (i) after 10 years of continuous service, a maximum of 100 days;
- (ii) after 20 years of continuous service, a maximum of 110 days.

In the event of death, any accrued sick leave cash bonus up to the maximums referred to above shall be paid to his/her beneficiary.

(h) LTD

- (i) All regular employees as defined by the Public Education Benefits Trust (PEBT) LTD Plan shall participate in the PEBT long-term disability plan. This shall be at no cost to the Employer or the employee. If the PEBT Plan does not define eligibility then regular employees working one-half time or more will be eligible.
- (ii) The PEBT LTD plan shall be fully integrated with the sick leave plan so that an employee will be entitled to use their sick leave up to the date he/she is eligible to collect LTD at which time sick leave usage shall cease.
- (iii) While on LTD employees shall only be entitled to the following provisions of the agreement:

- 9(d)
- 25(a)

25(b), (c), (d) and (f)

ARTICLE 19: SICK LEAVE PROVISIONS cont'd

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

(i) Pregnancy Leave

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

(j) Adoption Leave

Six (6) weeks' leave of absence without pay shall be given upon request for adoption purposes. A further four (4) months' shall also be given in accordance with the General Leave of Absence Clause.

(k) Paternity Leave

Paternity leave shall consist of two (2) days' paid leave at the time of birth of an employee's child.

A regular employee shall be granted necessary time with pay to take his wife to a hospital, return her home from hospital or attend the birth of his child. Such leave shall not exceed two (2) days and may be taken in two (2) separate days.

(l) Sick Leave Bank

A sick leave bank shall be established to provide paid sick leave for those employees who have exhausted their sick leave credits and remain in need of further paid sick leave.

An initial assessment of five (5) sick days shall be taken from each employee to a maximum of three hundred (300) days.

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

Any withdrawal from the bank shall require majority approval from the committee as will any renewal if required.

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

ARTICLE 19: SICK LEAVE PROVISIONS cont'd

When the bank (once utilized) reaches half level, one hundred and fifty (150) days, a further assessment of three quarter (3/4) days per employee per month shall commence and continue until the maximum is again established.

- (j) A maximum of ten (10) days shall be added to the sick leave bank if upon retirement of an employee's employment, the bank is below the maximum limit.
- (k) Where an employee is involved in an accident and as a result is paid sick leave during absence from work, any designated sick leave or wage compensation recovered from an insurer or court award shall be repaid by the employee to the Employer. The Employer shall thereupon reinstate the days of sick leave credit used, if any, as represented by the repayment.

ARTICLE 20: LEAVE OF ABSENCE

- (a) For Union Business

The Employer agrees that, where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance, they shall suffer no loss of pay for the time so spent.

- (b) Union Conventions

Leave of absence without pay and without loss of seniority shall be granted, upon request to the Employer, to employees selected or appointed to represent the Union at Union

Conventions. Such time shall not exceed a total of twenty-one (21) working days in any one year. If possible, three (3) weeks' notice shall be given to the Employer.

- (c) Bereavement Leave

An employee shall be granted four (4) regularly scheduled consecutive work days leave without loss of salary or wages in the case of the death of a parent, spouse, brother, sister, child, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law. Reasonable leave of absence shall be granted for travel and estate affairs without pay and without loss of seniority.

One-half (1/2) days shall be granted without loss of salary or wage to attend a funeral as a pallbearer, provided such employee has the approval of his/her supervisor or department head.

ARTICLE 20: LEAVE OF ABSENCE cont'd

(d) Compassionate Leave

Employees shall be granted leave of absence with pay up to a maximum of twelve (12) days per year in case of a serious illness in the immediate family, as defined in Article 20 (c) above, upon the attendance and application of the employee and the approval of the Employer or his/her agent, with deductions to come off their sick leave. The employee may be required to produce a certificate from a duly qualified medical practitioner certifying that relative is ill and requires attention.

In cases of alleged abuse, the Employer has the option of specifying the duly qualified medical practitioner. The Employer shall pay any additional expenses incurred in such a request if the employee's claim is substantiated by the medical practitioner.

(e) Jury Duty

The Employer shall pay an employee who is required to serve as a juror or subpoenaed court witness the difference between his/her normal earnings and the payment he/she receives for jury services or court witness. The employee will present proof of services and the amount of pay received. During the employee's court service, he/she shall retain all rights and benefits in the Collective Agreement.

(f) Leave for Union Officials

Any employee who is elected or selected for a full time position with the Union or any body with which the Union is affiliated, or who is elected to public office shall be granted leave of absence without pay and without loss of seniority by the Employer for a period of one year. Such leave shall be renewed each year during his/her term of office. One month's notice to be given to the Employer.

(g) General Leave

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

ARTICLE 21: PAYMENT OF WAGES AND ALLOWANCES

(a) Pay Days

The Employer shall pay salaries and wages every fourth (4th) Thursday in accordance with Schedule "A" attached hereto and forming part of this agreement. On each pay day, each employee shall be provided with an itemized statement on his/her wages and deductions. On the second (2nd) Thursday of every pay period, an employee shall be entitled to a mutually

agreed upon advance equal to a percentage of his/her regular salary for that period.

ARTICLE 21: PAYMENT OF WAGES AND ALLOWANCES cont'd

(b) Vacation Pay

Instead of ten-month employees receiving holiday pay at Christmas and at the end of the school year, a ten-month employee may elect, in September, to receive holiday pay on their 4th Thursday cheque.

(c) Pay During Temporary Transfers

If an employee substitutes on any job during the absence of another employee or performs duties of a higher classification, he/she shall receive the rate for the job or his/her regular rate, whichever is greater.

(d) Automobile Allowance

Employees required by the Employer to use their private automobiles to carry out their duties shall be paid an allowance equal to that paid to members of the Board of Trustees.

(e) Shift Differential

Differential pay of sixty-four cents (64¢) per hour will be paid for working graveyard shift, all split shift hours and evenings (employees must start at 3:00 p.m. onwards).

Effective July 1, 2007, sixty-six cents (66¢) per hour and effective July 1, 2009, sixty-nine cents (69¢) per hour will be paid for working graveyard shift, all split shift hours and evenings (employees must start at 3:00 p.m. onwards).

(f) In-Charge Janitors

Provide premiums for "in charge" janitors of forty-three cents (43¢) per hour and twenty-six cents (26¢) per hour per additional employee.

(i.e. one school, one Janitor "In-Charge" forty-three cents (43¢) per hour and twenty-six cents (26¢) per each additional employee.)

Effective July 1, 2007, premiums of forty-five cents (45¢) per hour and twenty-eight cents (28¢) per hour per additional employee and effective July 1, 2009, forty-seven cents (47¢) per hour and twenty-eight cents (28¢) per hour per additional employee shall be provided for "in charge" janitors.

(g) Maintenance tradesmen who possess multiple trades tickets required by the Employer shall be paid five cents (5¢) per hour over their regular rate for each ticket in addition to the original ticket which was required to obtain the position. Effective July 1, 2009, the rate shall increase to six cents (6¢) per hour. This rate shall be paid for a maximum of two additional

tickets.

ARTICLE 21: PAYMENT OF WAGES AND ALLOWANCES cont'd

- (h) A Working Foreman shall receive a one dollar and seventy-five cent (\$1.75) premium in addition to their regular rate of pay. A Working Foreman must be designated by the Maintenance Supervisor.

Effective July 1, 2007, a one dollar and eighty-two cent (\$1.82) premium and effective July 1, 2009 a one dollar and eighty-nine cent (\$1.89) premium shall be paid to a Working Foreman in addition to their regular rate of pay. A Working Foreman must be designated by the Maintenance Supervisor.

ARTICLE 22: JOB RECLASSIFICATION

When any position not covered by Schedule "A" is established or there is a significant change to an existing position, the Employer, employee or union may refer the matter to the Job Evaluation Committee by following the procedures set out in the attached Letter of Understanding "Job Evaluation Committee Maintenance Procedures".

ARTICLE 23: SUPPLEMENTATION OF COMPENSATION AWARD

A regular employee prevented from performing their regular work with the Employer on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Act, shall have deductions of that portion of the pay not paid by the Workers' Compensation Board made from his/her sick leave entitlement for each day the employee is entitled to Workers' Compensation, to a maximum of eight percent (8%) of their salary, provided the employee has the requisite number of sick leave days left to their credit, for a maximum of six (6) months.

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

On expiry of the above six (6) months an employee shall be entitled to maintain benefits under this Agreement, conditions of the benefit plans permitting, by paying both employee and Employer shares. This entitlement shall continue as long as the employee retains his/her status as an employee and shall not prejudice the Employer's review of that status.

ARTICLE 24: SAFETY

- (a) The Union and the Employer shall co-operate in continuing and perfecting the safety measures now in effect.

ARTICLE 24: SAFETY cont'd

- (b) The Safety Committee shall be established in accordance with the Board's Occupational Safety and Health Program.

Minutes of all Safety Committee meetings shall be kept and copies of such minutes shall be sent to the Employer and the Union, and posted on all bulletin boards.

ARTICLE 25: BENEFITS

- (a) Municipal Pension Plan

Regular employees shall participate in the existing pension plan in accordance with the terms of the plan and in any future plan that may be entered into by the mutual agreement by the parties hereto.

- (b) B.C. Medical Insurance

The Employer shall contribute one hundred percent (100%) of the premiums of the recognized medical plan for all present employees. In the case of absence for illness, the Employer contribution will be paid for a maximum of one year from commencement of illness. Thereafter, and for the full period of any other absence, the employee may pay the full premiums through the Employer if he/she so desires, provided it is permissible under the plan.

- (c) Extended Health Benefits

The Employer shall pay the full cost of the Extended Health Benefits Plan, including the Hearing Aid Option and the Eye Glass Option. Effective January 1, 1997, the Eye Glass Option will increase to \$250 once every two years.

- (d) Group Life Insurance

The existing Group Life Insurance Policy shall be improved insofar as possible by negotiations between the Employer and the insuring Company, with a view to raising benefit levels. The Group Life Insurance Policy shall provide for benefits at twice the annual salary with a maximum of \$100,000 coverage and provide double indemnity for accidental death and dismemberment. The Employer shall pay one hundred percent (100%) of the premium.

- (e) Dental Coverage

The Employer shall provide Part A (basic dentistry) of a recognized dental plan for all employees, and the Employer shall pay one hundred percent (100%) of the premiums.

ARTICLE 25: BENEFITS cont'd

The Employer shall provide Part B of a recognized dental plan for all employees, and the Employer shall pay one hundred percent (100%) of the premiums.

The Employer shall provide Part C of a recognized dental plan for all employees, and the Employer shall pay one hundred percent (100%) of the premiums. Plan C shall be limited to a \$2,500.00 life time payment per person.

Coverage: Part A - 100%
 Part B - 50%
 Part C - 50%

ARTICLE 26: GENERAL CONDITIONS

(a) Proper Accommodation

Where possible proper accommodation shall be provided for employees to have their meals and keep their clothes.

(b) Bulletin Boards

The Employer shall provide bulletin boards in suitable locations upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

(c) Fire Insurance

The Employer shall provide fire insurance covering the tools owned by the employees and used in performance of their duties with the Employer.

(d) Strike at Employer's Premises

In the event any other employees of the Employer engage in a legal strike and place or maintain pickets at the Employer's premises, then any refusal to work or failure to cross such picket line by the members of this Union shall not be considered a violation of this agreement. However, essential services shall be maintained.

(e) Instructional Courses

The Employer agrees to pay the full costs of any course of instruction required and approved by the Employer for any employee to better qualify that employee to perform his/her job. Such payment shall be made upon successful completion of the course.

ARTICLE 26: GENERAL CONDITIONS cont'd

(f) Union Meetings

Facilities of the schools shall be made available for all Union Meetings; except that such meetings shall not interfere with previously scheduled activities within any school and that there shall be no cost to the Employer.

ARTICLE 27: SUBCONTRACTING

No regular or regular part-time employee shall suffer loss of employment only because of subcontracting by the Employer.

ARTICLE 28: PRESENT CONDITIONS AND BENEFITS

All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess as employees of the Employer shall continue to be enjoyed and possessed but may be modified by mutual agreement between the Employer and the Union.

ARTICLE 29: GENERAL

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

ARTICLE 30: TERM OF AGREEMENT

This agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from and after the first day of July, 2006 up to and including the 30th day of June, 2010, and thereafter from year to year, unless either party of this agreement gives notice in accordance with the provisions of the Labour Relations Code of the Province of British Columbia presently in effect.

IN WITNESS WHEREOF BOTH PARTIES HERETO HAVE EXECUTED THESE PRESENTS ON THE ____ DAY OF JUNE, 2006.

**SIGNED ON BEHALF
OF THE EMPLOYER:**

**SIGNED ON BEHALF
OF THE UNION:**

SCHEDULE A

Rates of Pay Effective July 1, 2006 to June 30, 2010

	POSITION	WITHOUT PAY EQUITY				WITH PAY EQUITY			
		July 1/06	July 1/07	July 1/08	July 1/09	July 1/06	July 1/07	July 1/08	July 1/09
Cat. 1	Head secretary (SCIDES)	22.73	23.18	23.64	24.12	23.37	23.84	24.31	24.80
	Payroll Clerk	22.49	22.94	23.40	23.87	22.76	23.21	23.68	24.15
	Secretary II	22.28	22.72	23.18	23.64	23.37	23.84	24.31	24.80
	Accounts Payable Clerk	22.28	22.72	23.18	23.64	22.54	22.99	23.45	23.92
	Accounts Manager - MSS	22.28	22.72	23.18	23.64	22.54	22.99	23.45	23.92
Cat. 2	Library Technician *	22.73	23.18	23.64	24.12	22.95	23.41	23.88	24.35
	2nd Secretary (SCIDES)	22.22	22.66	23.11	23.58	22.54	22.99	23.45	23.92
	Secretary I	22.02	22.46	22.91	23.37	22.95	23.41	23.88	24.35
	Secretary (Bridge)	21.84	22.27	22.72	23.17	22.63	23.09	23.55	24.02
Cat. 3	Library Assistant	21.65	22.09	22.53	22.98	21.65	22.09	22.53	22.98
	Clerk Typist	21.65	22.09	22.53	22.98	21.65	22.09	22.53	22.98
Cat. 4	Child Care Worker	21.07	21.49	21.92	22.36	23.15	23.62	24.09	24.57
	Special Education Assistant	20.46	20.87	21.29	21.71	22.54	22.99	23.45	23.92
	Cafeteria Worker - PSS **	19.43	19.82	20.22	20.62	19.98	20.38	20.79	21.20

* Library Technician rate includes an additional increment of \$50.00 per month paid to the Library Technician holding a degree in Library Studies

** Incumbent Lynn Willis - for as long as she holds the position, the rate will be \$18.26, \$18.63, \$19.00 and \$19.38.

** Incumbent Lynn Willis - for as long as she holds the position, the pay equity rate is \$1.80, which brings her rate to \$21.27, \$21.70, \$22.13 and \$22.57.

If the provincial government does not continue the pay equity funding then the wage rates will revert back to the existing wage rates subject to any negotiated increase.

Schedule A				
Rates of Pay Effective July 1, 2006 to July 1, 2009				
POSITION	July 1/06	July 1/07	July 1/08	July 1/09
Maintenance Tradesman	26.03	26.55	27.08	27.62
Computer Technician II	26.03	26.55	27.08	27.62
Bus Driver/Mechanic	25.01	25.51	26.02	26.54
Computer Technician I	23.62	24.09	24.57	25.06
Bus Driver - Douglas Lake	23.46	23.93	24.41	24.90
Bus Driver/Janitor	22.76	23.21	23.68	24.15
Bus Driver/Groundsman	23.18	23.65	24.12	24.60
Janitor - Base Rate	21.66	22.10	22.54	22.99
Grounds/Handyman	22.67	23.13	23.59	24.06
Labourer	19.74	20.13	20.53	20.95
<p>Note 1: Bus Drivers (excluding Douglas Lake) shall be considered to have worked 4 hours per day even though actual driving time may be less.</p> <p>Extra trips shall be paid for at overtime rates.</p> <p>Note 2: The Bus Driver/Mechanic rate is based on 3 1/2 hours per day mechanic, 4 hours per day bus driving on school days and full-time mechanic on non-school days.</p>				

SCHEDULE B

WORK SCHEDULE

This schedule is written pursuant to Article 15(b) of the agreement and any changes in the schedule shall be determined by the Employer only after consultation with the Union.

SCHEDULE B - Work Schedule of Regular Employees

Maintenance Tradesman/ Computer Technician	7½ hrs./day	12 Month (Can also be scheduled on afternoon shift)	Day Shift
Bus Driver/Mechanic	7½ hrs./day	12 Month	Split Shift
Bus Driver-Douglas Lake	6½ hrs./day	10 Month (Excl. Xmas & Spring Break)	Split Shift
Bus Driver/Groundsman	7½ hrs./day	12 Month (Can also be scheduled Split Shift)	Primarily Day Shift
Janitor	7½ hrs./day	12 Month	Afternoon Shift
Day Shift - 7:30 a.m. to 3:30 p.m. - ½ hr. off for meals Afternoon Shift - 3:00 p.m. to 11:00 p.m. - ½ hr. off for meals			
Cafeteria Worker – P.S.S.	up to 7 ½ hrs./day	10 Month	Day Shift

Clerical

Head Secretary	SCIDES	7 hrs./day	12 Month	Day Shift
Secretary II	MSS/CMS	7 hrs./day	10 Month (Excl. Xmas & Spring Break)	Day Shift
Accounts Payable Clerk/ Payroll Clerk		4½-7 hrs./day	12 Month	Day Shift
Account Manager	MSS	5 hrs./day	10 Month	Day Shift
Second Secretary	SCIDES	7 hrs./day	12 Month	Day Shift

SCHEDULE B

WORK SCHEDULE

Secretary I	Central/D-V	7 hrs./day	10 Month (Excl. Xmas & Spring Break)	Day Shift
	N/C & Bench	4½ hrs./day	10 Month (Excl. Xmas & Spring Break)	Day Shift
	Collettsville	4½ hrs./day	10 Month (Excl. Xmas & Spring Break)	Day Shift
Secretary (Bridge)		7 hrs./day	10 Month (Excl. Xmas & Spring Break)	Day Shift
Library Technician		7 hrs./day	10 Month (Excl. Xmas & Spring Break)	Day Shift
Clerk Typist	Schools	7 hrs./day	10 Month (Excl. Xmas & Spring Break)	Day Shift
Clerk Typist	SCIDES	7 hrs./day	12 Month	Day Shift
Library Assistant		3½ hrs./day	10 Month (Excl. Xmas & Spring Break)	Day Shift
Special Education Assistant/ Child Care Worker		Up to 7 hrs./day Exact hours to be determined by A.O.	10 Month (Excl. Xmas & Spring Break)	Day Shift

LETTER OF UNDERSTANDING

**BETWEEN: THE BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 58 (NICOLA-SIMILKAMEEN)**

**AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 847**

**RE: EXTENDED DAY WORK SCHEDULE FOR EMPLOYEES
WORKING OUTSIDE OF GEOGRAPHIC AREA**

WHEREAS the Employer has qualified tradesmen located in both communities of Princeton and Merritt;

AND WHEREAS the Employer also requires the use of contract tradesmen in both communities at certain times;

AND WHEREAS the parties recognize the inefficiency of having an employee travel from one community to the other within a seven and one-half (7 ½) hour working day;

NOW, THEREFORE, the parties agree as follows:

- 1.1 The Employer may, after advising the Union and in consultation with an individual employee, create an extended day shift for that employee provided that the average hours worked over the period (not to exceed six (6) weeks) is no more than thirty seven and one-half (37 ½) hours per week.
- 1.2 Employees who may have difficulty accommodating a temporary re-assignment are invited to discuss their situation with their supervisor. In the event that an accommodation cannot be agreed upon, the parties will meet to discuss the circumstances that restrict the employee from being re-assigned.
2. The parties agree that the Employer may change the scheduled extended day(s) from time to time so long as the result complies with the general intent of the schedule.
- 3.1 The overtime provisions will not apply to the regular scheduled hours extending beyond seven and one-half (7 ½) hours in any day of the schedule or to any hours exceeding thirty seven and one-half (37 ½) hours in any week of the schedule provided that the total hours over the period are no more than thirty seven and one-half (37 ½) hours per week.
- 3.2 Any hours worked in excess of the scheduled hours in any day shall be paid overtime pursuant to Article 15(a) and Article 16(a).

4. Any regular scheduled day that is a statutory holiday under Article 17 will be deemed to be a seven and one-half (7 ½) hour day (or the normal work day of the individual) and any extended work day scheduled for that day will be rescheduled to another day during that week.
5. In the event that a sick day (or part day) is taken on the extended day then the sick leave bank will be reduced by the total hours scheduled for that day (or the hours off on sick leave) and no time will be reduced for illness on a paid day off.
6. Other leaves required on an extended work day or a paid day off will be treated as one day leave.
7. This agreement will terminate on June 30, 2010.
8. The parties acknowledge that the Employer will agree, for the purposes of this letter only, that the employee will be allowed traveling time from the Princeton/Merritt shop to the Merritt/Princeton shop and return during work hours.

Example A

Extended Day – Three Week Period

	Monday	Tuesday	Wednesday	Thursday	Friday
Week 1	7.5	10.0	7.5	7.5	7.5
Week 2	7.5	7.5	10.0	7.5	7.5
Week 3	7.5	10.0	7.5	7.5	Day Off

School District No.58 (Nicola-Similkameen)

C.U.P.E. Local 847

LETTER OF UNDERSTANDING

**BETWEEN: THE BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 58 (NICOLA-SIMILKAMEEN)**

**AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 847**

**RE: JOB EVALUATION COMMITTEE MAINTENANCE
PROCEDURES**

All newly created or revised jobs shall be referred to the Job Evaluation Committee for review and rating. The Maintenance Procedure will be used to maintain the Job Evaluation Plan in the following instances:

1. Job Evaluation Committee
 - 1.1 The parties shall appoint two (2) members to the Job Evaluation Committee.
 - 1.2 The terms of reference of the Committee shall be as set out in this Letter of Understanding.
 - 1.3 The Committee shall meet as required to carry out its tasks. Evaluations of positions under Section 2 – Evaluations and Section 3 – Appeal Procedures shall be completed as soon as possible after submission under sections 2.1.2, 2.2.1 or 3.1.1 as the case may be.
2. Evaluations
 - 2.1 Creating of a new position
 - 2.1.1 It is the responsibility of the Employer to prepare a job description whenever a new job is created.
 - 2.1.2 The job description shall be referred to the Committee which will determine the appropriate rating and advise the Employer.
 - 2.1.3 The Employer shall provide the incumbent of the new position with a copy of the job description and rating upon appointment.
 - 2.1.4 If the Committee is unable to establish a rating for a newly created job prior to posting of the position, the Employer may proceed with implementation using an interim rating.

RE: JOB EVALUATION COMMITTEE MAINTENANCE PROCEDURES cont'd.

2.2 Changes to existing positions

Job descriptions shall not be construed as prohibiting the Employer 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:

- 2.2.1 The Employer shall complete a Request for Review Form, forwarding copies to the Committee for review as soon as possible. If the Employer does not deem it necessary to ask for a review, then the employee can request a review through the appeal procedure.
- 2.2.2 The Committee shall review and confirm or revise the evaluation ensuring the adequacy of the job description and/or application of the evaluation manual.
- 2.2.3 Copies of the Advice of Decision Form shall be forwarded to the Employer who shall discuss the result with the employee.
- 2.2.4 If either the employee, the Union or the Employer does not agree, the decision may be challenged through the appeal procedures as outlined.
- 2.2.5 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.
- 2.2.6 Any employee under 2.2 affected by a downward adjustment shall continue at their existing rate of pay including all negotiated increases so long as he/she remains in his/her specific position which received the downward adjustment.

Any downward adjustment under 2.1 shall be implemented immediately after the notification of the results of the evaluation under section 2.

3. Appeal Procedures

- 3.1 The appeal procedure may be used by incumbents or the Employer after the job description and job rating has been completed as per section 2 (Evaluations) and either party feels that the job description is inadequate or the rating for the job is incorrect.

Steps in the Appeal Procedure are as follows:

RE: JOB EVALUATION COMMITTEE MAINTENANCE PROCEDURES cont'd.

- 3.1.1 Where there is a concern that the job description is inadequate or the rating is incorrect, it shall be appealed to the Committee, who may discuss the matter with the incumbent and the Employer. Such an appeal shall be referred within thirty (30) days of notification of the results of the evaluation under section 2.
- 3.1.2 If the Committee agrees to a change in the evaluation, it shall be revised and implemented accordingly.
- 3.1.3 If the Committee does not agree that a discrepancy exists, the Committee will so advise the parties.
- 3.1.4 If the parties involved do not accept the Committee's decision, they may pursue the matter through the arbitration process.
- 3.1.5 When a job evaluation is changed by the foregoing process, it shall be implemented retroactively to the date as in 2.2.5.

4. Arbitration Procedures

- 4.1 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.
- 4.2 Where mediation is unsuccessful, the matter may be referred to arbitration.
- 4.3 The selection and subsequent appointment of an arbitrator shall be by mutual agreement between the Union and Employer. Should there not be agreement, the Arbitration article shall apply.

5. General Maintenance Procedures

The Committee shall:

- 5.1 Review and recommend revisions to the evaluation manual, forms and procedures as deemed necessary.
- 5.2 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.

School District No.58 (Nicola-Similkameen)

C.U.P.E. Local 847

LETTER OF UNDERSTANDING

**BETWEEN: THE BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 58 (NICOLA-SIMILKAMEEN)**

**AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 847**

RE: LTD/SICK LEAVE

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

Bain, Joyce	Bamford, Shaaron
Buckham, Patricia	Campbell, Shirley
Clairmont, Donna	Clarke, Sharon
Colter, Cliff	De Simone, Angelo
DeBruyn, Eileen	DiMarco, Alphonso
Dodds, Lori	Douglas, Thomas
Dunnigan, Agnes	Goetz, Dwight
Hardy, Marianne	Hodgson, Lynda
James, Nancy	Jones, Pam
Ketter, Lawrence	Kiraly, Grace
Kynoch, Valerie	Lynch, Kitty
Marklund, Donna	Marr, Vickie
McAfee, Laverne	McHaffie, Fran
Mervyn, Norma	Murray, Melanie
Nast, Ellen	Nott, Johanna
Ortwein, Terri	Pierce, Debra
Price, Lyn	Rabe, Hank
Ramsey, Mary	Robinson, Joan
Roche, Marie-Anne	Sasaki, Gordon
Schindler, Andy	Schulz, Valerie
Street, Alex	Sundher, Carol
Swetlishoff, Katherine	Ware, Gary
Willis, Lynn	Zumino, Ed

2. The employees named in this letter shall also have the option of using up to fifteen (15) days from the sick bank should they use all their banked sick leave as referred to above. This would adjust their maximum working days referred to above to 215 or their banked sick leave plus 15 days, whichever is lesser.

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

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**AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 847**

RE: SICK LEAVE PAYOUT

Any employee having accrued sick leave to their credit shall, upon resignation, after ten (10) years' continuous service, receive a salary grant in lieu thereof, equal to such credit, to a maximum of one-hundred (100) days.

This clause shall only apply to the following employees:

Shaaron K. Bamford
Pamela Jones
Vickie G. Marr
Sharon Clarke
Eileen deBruyn
Henry H. Rabe
Cheryle L. Smith

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LETTER OF UNDERSTANDING

**BETWEEN: THE BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 58 (NICOLA-SIMILKAMEEN)**

**AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 847**

RE: SPECIAL EDUCATION ASSISTANTS (SEA)

The parties hereby agree that:

1. The position of SEA shall be added to Schedule A of the CUPE Collective Agreement, under Category 4.
2. Except for relief employees, SEAs will be regular employees, subject to all provisions and entitled to all rights and benefits in the Collective Agreement except as modified by this Letter of Understanding.
3. 3.1 In the event that an SEAs position is eliminated or the SEAs assigned hours in a regular position is reduced by five (5) hours or more per week, the Employer:
 - 3.1.1 may create a new SEA position for the balance of that school year into which the employee shall be placed after consultation with the union so long as the position is reasonable considering the geography and affected employee's qualification and experience. The position shall be of equal or greater hours at an equal or greater pay rate.
 - 3.1.2 may lay off the SEA with the least seniority within the same geographical area and offer this position to the SEA who is about to lose their position or hours. The Employer must guarantee the original SEA equivalent hours [less the five (5) hour reduction] and pay rate. The laid off junior employee would have bumping rights.
- 3.2 Should the student(s) to whom the SEA is assigned move to another school within the district, the employee shall be given the option of moving with the student.
- 3.3 Any affected employee shall have the option of accepting layoff for the remainder of the school year and/or be placed on the casual list if they do not wish to accept the positions offered.

RE: SPECIAL EDUCATION ASSISTANTS (SEA) cont'd.

- 3.4 When an employee's position is eliminated or reduced by at least five (5) hours per week, the employee shall be given 15 days' written notice of layoff or reduction of hours. When the layoff or reduction occurs prior to the completion of the 15-day written notice, temporary work will be assigned to the employee.
- 3.5 An SEA position must be for a minimum of 17 1/2 hours per week to be eligible for benefits under Article 25, Benefits.
- 3.6 An employee who is laid off shall be entitled to maintain benefits in accordance with Article 10(c), inclusive of the summer vacation.
- 3.7 At the end of that school year any position created under paragraph 3.1 and continuing into the next school year shall be posted and any employee affected by this letter, who has not already done so, shall be able to exercise their bumping rights.
- 3.8 The designated geographical areas shall be:
 - 3.8.1 the area formerly known as the Princeton School District
 - 3.8.2 the area formerly known as the Merritt School District
4. Postings after the fifteenth day of October of each school year will be filled on a temporary basis until the end of that school year. SEAs who have a regular position are not eligible to post into these positions. If these postings are determined to be ongoing positions for the subsequent school year they will be posted and filled in the usual manner.
5. Layoffs
 - 5.1 Laid off SEAs shall be placed on the call-out list in order of seniority.
 - 5.2 For vacant positions which exist in September, SEAs shall be recalled in the order of their seniority provided they are competent and qualified to do the work.
 - 5.3 SEAs shall be informed when laid off in June as to when they can report to the School Board Office to receive notice of the process for their recall.
 - 5.4 Except for Article 10(c) this Article shall not apply to the annual summer layoff of school term (nominal ten-month) employees.
6. Notwithstanding the absence of the student to whom the employee is assigned, the employee shall report for work and shall perform such duties as are assigned by the Employer where the student's absence is five (5) school days or less.

RE: SPECIAL EDUCATION ASSISTANTS (SEA) cont'd.

7. When the student to whom the employee is assigned is absent for more than five (5) school days, the employee shall be offered such temporary SEA work if it is available in accordance with qualifications and seniority.
8. SEAs shall have input into relevant courses to attend. The decision as to the courses shall be made by the School District after discussions between the District and the two SEAs. The SEAs on this Committee shall be chosen by the SEAs.
9. SEAs will be allowed to work or participate in Professional Development on one of the non-instructional days each school year, such date to be determined by the Employer in consultation with the Union.
10. This letter shall also apply to Child Care Workers.

School District No.58 (Nicola-Similkameen)

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LETTER OF UNDERSTANDING

**BETWEEN: THE BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 58 (NICOLA-SIMILKAMEEN)**

**AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 847**

RE: SUPERVISORS

The parties agree as follows:

1. The following named employees shall remain part of the bargaining unit:

Supervisors

Lee, Judy
Mack, Carol

2. That the terms and conditions of the present CUPE contract apply to the above and any other Supervisors who become members of the bargaining unit except as hereinafter amended:
3.
 - (a) Seniority for regular Supervisors is applied on a Supervisor classification only basis. Seniority shall be accumulated in hours and be effective from the date of employment and/or September 1, 1991 whichever last occurred and maintained as a separate list.
 - (b) Temporary/Relief Supervisors shall not accumulate seniority and shall not be entitled to special consideration by right of seniority.
 - (c) Employees shall be entitled to use their seniority for the following purpose only:

-- call to work within the Supervisors' classification.
 - (d) Seniority accumulated as a Supervisor shall not be considered in job postings for other job classifications within the bargaining unit although any such employee who applies shall be given the same consideration as other non seniority-rated applicants.

RE: SUPERVISORS cont'd.

- (e) When a regular Supervisor is the successful applicant to a regular position, their seniority within the Supervisor classification shall be converted and back dated to a calendar date upon successful completion of the probationary period based on the following formula:

80 hours worked = 1 month seniority.

4. Regular employees who are successful applicants for the position of Supervisor shall be subject to the terms and conditions as listed in this Letter of Understanding if the Employer permits employees to hold more than one job.
5. It is recognized that teachers and administrative officers may also provide supervision pursuant to the School Act.
6. Employees shall not be paid overtime as a result of work performed by them as Supervisors.
7. The rate of pay for Supervisors is \$16.70 per hour effective July 1, 2006, \$17.03 per hour effective July 1, 2007, \$17.37 per hour effective July 1, 2008 and \$17.72 per hour effective July 1, 2009.
8. Supervisors working .5 FTE or more shall be entitled to all benefits provided, if applicable, and Supervisors working less than .5 FTE shall not be entitled to benefits.
9. The Employer shall have the right to contract out future Supervisor services.

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