

COLLECTIVE AGREEMENT

Between

**THE BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 78
(FRASER-CASCADE)**

And

**THE CONSTRUCTION, MAINTENANCE
AND
ALLIED WORKERS BARGAINING COUNCIL
LOCAL UNIT 2423**

July 1, 2003 to June 30, 2006

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COLLECTIVE AGREEMENT

BETWEEN

THE BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 78 (FRASER-CASCADE)
(Hereinafter referred to as the "Board")

AND

THE CONSTRUCTION, MAINTENANCE AND ALLIED WORKERS BARGAINING COUNCIL,
LOCAL UNIT 2423 representing those employees
who are affected by this agreement and
for whom the Union has been certified.
(Hereinafter referred to as the "Union")

WHEREAS it is the responsibility of both parties to this Agreement to promote the effective and efficient operation of this School District recognizing meanwhile the parties' responsibilities and obligations each to the other;

AND WHEREAS as both parties desire to maintain a harmonious relationship between the Board and the employees, they have provided herein for matters of mutual interest.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties agree each with the other as follows:

ARTICLE 1. - DEFINITIONS

1.01 Casual Employee

- (a) Casual employee shall mean an employee who:
 - (i) is employed on a day-to-day basis to temporarily augment the regular staff, or
 - (ii) is engaged to relieve a regular employee for a limited period, or
 - (iii) is engaged on a special project of limited duration.
- (b) A casual employee who has been employed continuously for a period of two (2) months shall become a probationary, regular or regular part-time employee.
- (c) If a casual employee obtains a permanent position then the accrued hours of work as a casual shall be included as seniority. For the purpose of calculating seniority only actual hours worked will be used. Casual hours used for this purpose, will be calculated from January 1, 2001.

1.02 Probationary Employee

"Probationary" employee shall mean an employee serving a forty-five (45) working day trial period of continuous employment in a permanent position for appointment to the permanent staff as a regular employee provided that all or part of this period may be waived by mutual consent in any case where the employer has had the opportunity to observe the employee while on "casual" status in a similar position. A probationary employee shall receive a 30 day written report on his/her work progress from his/her immediate supervisor.

In the case of a transfer of a permanent employee to a like position, the probationary period will be waived.

In the case of a transfer of a permanent employee to a new position, the probationary period will be only thirty (30) days.

1.03 Regular Employee

"Regular" employee shall mean an employee who has successfully completed his or her probationary period.

1.04 Part-Time Employee

"Part-Time Regular" employee means an employee working on a regular basis less than the standard hours laid down in Article 8.

1.05 School Term Employee

"School Term Employee" means a regular employee who normally is required to work on, and receive payment for, school days only. Holiday pay is issued for the days of Spring and Christmas closures, in accordance with Article 10.01(b). Such employees may be required to work for one week after the termination of the school year and for one week prior to school opening in September; and they are deemed to be on a temporary lay-off for the unpaid period of the summer closure.

1.06 Continuous Employment

"Continuous Employment" shall mean employment as a probationary or regular employee of the Board commencing with the initial date of the qualifying period of the probationary employment and shall include all periods of temporary absence that do not result in termination.

1.07 Temporary Employee

Temporary employee shall mean an employee who is employed on a temporary basis to relieve a regular employee who is on an approved leave of a period of more than two (2) months (eg. maternity leave, leave of absence or sick leave).

- (a) Temporary positions will be posted following procedure defined in Article 3 - Appointment and Transfers and the posting will include the date of expected return of the incumbent.
- (b) Regular employees who have been appointed to temporary positions will return to their former position at the end of the temporary appointment or upon the return of the incumbent.
- (c) New employees who have been appointed as a result of a temporary posting will cease employment with the Board at the end of the appointment or on the return of the incumbent and not be subject to Article 7 - Lay-off and Recall Procedures the provisions of the collective agreement.
- (d) Should the incumbent not return for any reason the job will be posted in accordance with Article 3.01 Job Postings.

ARTICLE 2. - MANAGEMENT'S RIGHTS

The Management of the work force and of the methods of operating is vested exclusively in the Board, except as otherwise specifically provided in this Agreement and as may be subject to grievance procedure.

ARTICLE 3. - APPOINTMENTS AND TRANSFERS

3.01 Job Postings

When a regular position becomes vacant or a new position is created which will come within the bargaining unit, the Board shall notify the Union of such vacancy or job, which shall be posted for a minimum of seven (7) calendar days on all bulletin boards. This will in no way restrict the Board from making temporary appointments.

When the Board creates a new position and there is doubt as to whether or not it falls within the scope of the bargaining unit, the matter will be discussed with the Union. If it is agreed that the position is a Union job, postings will take place as in the foregoing paragraph. Otherwise, the Board is free to advertise in any way it chooses.

When a new position is created which falls within the scope of the bargaining unit the matter will be referred to the JEC committee (refer to procedures in the Letter of Understanding – Maintenance Plan of the Pay Equity Plan). The posting will clearly indicate that the position is subject to termination should external funding be discontinued and that, in that event, any employee holding such a position will be subject to lay-off in accordance with Article 7.01.

The posting will include the classification and wage rate of the position, clearly define required knowledge, ability and skills, and hours of work. Applicants for the posted position shall be notified of the results within twenty (20) working days from the closing date of the posting. Any employee who has received a job through the Posting Procedure will not be eligible for any further posting within the same classification for a period of 120 calendar days, except by mutual agreement of the parties.

3.02 Conditions Governing Selection and Appointment

- (a) Applications within the department concerned (clerical, maintenance, janitorial and special education support) having the required qualifications will receive first preference and qualified applicants from other departments second preference. In making transfers and promotions, the required knowledge, ability and skills for the position shall be the primary consideration; and where two or more applicants are qualified to fill the position, seniority based on years of service with the Board shall be the determining factor.
- (b) In the event that there are no qualified applicants from within the bargaining unit interested in a vacancy, the Board may at its discretion transfer a present employee from another position after consultation with the Union and the employee. This type of transfer will only be done where necessary and provided it does not involve any loss of earnings. If the Board does not wish to transfer a present employee it may then hire a new employee.
- (c) All promotions and reclassification of regular employees shall be made on the basis of the first thirty calendar days being a trial period. If during the trial period the employee does not prove satisfactory then such an employee shall be returned to his or her former position without loss of seniority or salary.
- (d) New employees hired to fill permanent positions shall remain on a probationary basis for the first forty-five (45) working days of continuing employment (excluding the two month summer lay-off if applicable). They shall be subject to termination at any time during the period without recourse to the Grievance Procedure.
- (e) Within five (5) working days the Union shall be notified by the Board in writing of all appointments and transfers.
- (f) Sections (a) and (b) of this clause will not apply to First Nation Support workers funded by targeted funds. These positions will be filled by a selection process which may include members from within the bargaining unit and other applicants from outside the bargaining unit.

3.03 Union Notification

The employer agrees to notify in writing the union within 5 working days when any employee covered by this agreement is hired, promoted, demoted, transferred, laid off, recalled or is suspended or when his/her employment is terminated.

3.04 Work Jurisdiction

If any displacement of employees is anticipated as a result of decisions involving automation, or in general any major changes in method of operation, the Board agrees to discuss the matter with the Union prior to implementation. Any personnel required to maintain School District buildings shall be employees of the Board and must be, or must become members of the Union.

3.05 Job Security

No regular employee shall suffer loss of employment or a reduction in hours as a result of sub-contracting by the employer or the use of volunteers.

ARTICLE 4. - TERMINATION OF EMPLOYMENT

4.01 Termination

Termination of an employee's employment with the Board will occur under the following conditions:

- (a) he/she is discharged for just cause,
- (b) he/she resigns or retires,
- (c) he/she has been laid off for a period of eighteen (18) months without recall,
- (d) he/she is absent from work for three (3) consecutive days without notifying his/her employer unless such notice was not reasonably possible,
- (e) he/she fails to return to work on recall from lay-off after due notice as outlined in Article 7.

4.02 Union Notification

In the case of regular employees, written notice of termination will be given by the Board to both the Union and the employee concerned. If the employee affected wishes the Board will provide the employee with a letter giving the reasons for termination.

ARTICLE 5. - CONDITIONS OF EMPLOYMENT

5.01 Union Security

The Board recognizes the Union as the sole and exclusive bargaining agent for all employees affected by this agreement and for whom the Union has been certified pursuant to the British Columbia Labour Relations Board Certification, dated April 28, 2005. It being understood that the following employees are excluded for the application of this agreement:

- (a) Secretary-Treasurer
- (b) Manager - Buildings, Grounds & Maintenance
- (c) Secretary to the Secretary-Treasurer
- (d) Secretary to the Superintendent of Schools

5.02 Union Membership

As a condition of continued employment, all employees except casuals, filling positions for which the Union has been certified shall become and remain members of the Union.

After the signing of this Agreement all new employees except casuals hired for positions for which the Union has been certified will from the first day of the month following thirty (30) calendar days continuous employment be deducted monthly an amount equal to the monthly Union dues, and will be required to become members of the Union at the completion of their probationary period.

5.03 Dues Check-Off

- (a) The Board agrees to deduct from the earnings of each employee in the bargaining unit, Union dues, fees and assessments legally levied, and in the amount communicated to the Board by the Union from time to time.
- (b) Probationary employees shall be liable for an amount equal to the monthly dues, but shall not be liable for fees and assessments until they become Union members.
- (c) Casuals will pay a permit fee for each day or part-day worked, subject to a maximum monthly fee equal to the monthly dues paid by a regular employee.

5.04 Monthly Remittance

Deductions made each month will be forwarded to the Union Secretary no later than the 15th day of the month following together with a list of employees which shall indicate the amount of deductions in each case and provide the effective dates of appointments, terminations and lay-offs, etc.

5.05 Medical Examination

- (a) New employees may be required to provide the Board with a medical statement certifying that the employee is physically and mentally fit for work and free of infections or contagious disease. New employees shall bear the cost of required examinations. The Board reserves the right to require employees on staff to produce a certificate of medical fitness. In such cases, the Board will bear the cost of required examinations.
- (b) Employees requesting flu shots will be immunized with the Board covering the cost.

5.06 Employee's Duties

It shall be the duty of every employee to perform his/her assignments diligently, faithfully and to the best of his/her abilities and to keep the best interests of the Board foremost in the execution of his/her assigned task.

5.07 Employee Agreement

No employee shall be required or permitted to make any written or verbal agreement with the employer or his representative which may conflict with the terms of this Collective Agreement without the approval of the bargaining agent.

ARTICLE 6 – SENIORITY

6.01 Method of Calculation

- (a) Regular employees shall acquire seniority rights based on years of continuous employment (i.e. part-time employees accrue seniority as if they were working full time).

- (b) (i) Seniority is based on the length of service with the Board, with part-time service converted to full-time.
- (ii) Length of service for part-time employees will be calculated by converting the number of scheduled hours of work to full-time equivalent days.

Examples:

Janitor - 6 hours/day

Length of service credited annually = $6/8 \times 365 = 274$ days

Special Education Assistant - 5 hours/day

Length of service credited annually = $5/7 \times 365 = 261$ days

- (c) For the purpose of calculating seniority all regular employees shall be regarded as working twelve (12) months a year.
- (d) When two (2) or more employees have the same length of seniority they shall be listed by date of birth with the oldest employee first.

6.02 Seniority During Absence

If an employee is absent from work due to illness, maternity, or accident, seniority shall accrue.

6.03 Exempt Staff Seniority

- (a) If a union employee accepts a position excluded from the bargaining unit (See Article 5.01), he/she shall retain the seniority accrued to the date of commencement in the exempt position for a period of eighteen (18) months, but shall not accumulate seniority while outside the bargaining unit.
- (b) The employee will pay union dues in accordance with the terms of this agreement during the eighteen month (18) period.
- (c) An exempt employee with seniority in the Union shall be included in the seniority list required under Article 6.05 below; and that seniority will be applicable in case of job applications under Article 3.02 and in case of lay-offs under Article 7.01.

6.04 Loss of Seniority

An employee will lose his/her seniority on termination of employment as defined in Article 4.01.

6.05 Seniority Lists

The Board agrees to provide the Union with a seniority list before February 28 each year, listing the names of all regular employees in order of seniority as at December 31st of the preceding year.

ARTICLE 7. - LAY-OFF AND RECALL PROCEDURES

7.01 Layoff and Recall

- (a) (i) In the event of lay-offs due to a reduction in the working force, seniority of affected employees shall be the guiding factor when the knowledge, skills and ability to fill the position are equal. When seniority prevails the employee with the least seniority shall be the first to be laid off and the last to be re-hired.
- (ii) An employee reduced in hours by fifteen (15) percent or more and/or is reclassified without choice shall be given the opportunity of displacing a junior employee in a similar or other classification provided his/her knowledge, skills and ability to fill the position are equal.
- (b) No new employees will be hired until laid-off personnel on the seniority list have had an opportunity to apply for available work for which they have the required knowledge, skills and abilities.
- (c) A laid-off employee from one department may displace a more junior employee from another department provided that he/she has the required knowledge, skills and ability to carry out the duties of that other department position.
- (d) A regular employee who is about to be laid-off shall be offered a position in any department that is being filled by a probationary, casual or temporary employee, providing that the regular employee has the required knowledge, skill and abilities to fill such a position.

7.02 Notice of Lay-off

Regular employees who are to be laid off or terminated for reasons other than for cause, shall receive notice in accordance with the Employment Standards Act; but in any event, no less than sixty (60) calendar days.

The letter of notice shall contain the reason for lay-off or termination, details of recall rights, and availability of benefits and severance pay.

An employee entitled to bump in accordance with this Article shall advise the Secretary-Treasurer of his/her intentions within five (5) days of such notice.

7.03 Payment on Lay-off

Whenever possible, an employee shall be entitled to receive on the day of lay-off all monies due to him/her including holiday pay.

7.04 Right of Recall

- (a) When a position becomes available, the job will be posted in accordance with Article 3.01 Job Postings.

Employees on the lay-off/recall shall apply for jobs for which they have the required knowledge, ability and skill.

For employees on the lay-off/recall the Job Posting shall be in writing and sent by double registered mail to the last known address of the employee.

- (b) If an employee on lay-off recall is offered a position under Section 7.04(a) above they shall inform the Board whether or not the offer is accepted within five (5) working days of receipt of the offer. If the most senior employee declines the offer, the next most senior qualified employee shall be similarly offered the position and so on until all laid-off employees have been offered the position.

- (c) An employee who accepts a position in accordance with Section 7.04(a) above shall commence duties within ten (10) working days of acceptance or on the date on which the posting closes. The ten (10) days may be extended in extenuating circumstances by mutual agreement between the Board and the Union.
- (d) An employee's right to re-engagement under this section is forfeited:
 - (i) if the employee elects to receive severance pay under Section 7.06 below;
or
 - (ii) if the employee elects to receive termination benefits under Section 13.04 below;
or
 - (iii) if eighteen (18) months has elapsed from the day of lay-off or termination under this Article.
- (e) An employee on the recall list is responsible for keeping the Secretary-Treasurer notified of his/her current address and telephone number.
- (f) Upon recall an employee shall retain his/her former recall status even though the assignment may be for a specified term and/or for an amount of employment different from his/her recall status. This will permit an employee to accept casual, temporary or part-time employment without jeopardizing his/her right to recall otherwise provided for in this article.
- (g) An employee recalled pursuant to this section shall be entitled to the benefits as provided elsewhere in this agreement.

7.05 Benefits

- (a) Where an employee is laid off or terminated under this Article, after completion of more than one (1) years service with the Employer, the Board will continue to maintain coverage, and pay its normal share of the premium, for a period of three (3) calendar months beyond the date of termination for the following benefit plans, provided that the employee makes appropriate arrangements with the Secretary-Treasurer to pay his/her share of the premiums;
 - B.C. Medical Plan
 - Extended Health Benefits
 - Dental Plan
- (b) An employee who retains rights of re-engagement under Section 7.04 above and who is not otherwise employed shall be entitled, if otherwise eligible, to continue his or her participation for a further fifteen (15) months in the benefit plans listed in 7.05 (a) above by prepayment monthly of the full cost of the premiums. If an employee falls in arrears his/her right to participation is forfeited.

7.06 Severance Pay

- (a) An employee with one or more years of seniority who is laid off indefinitely under this Article, except one terminated for just cause, may elect to receive severance pay at any time during the eighteen (18) months following the date of lay-off or termination.
- (b) Severance pay shall be calculated at the rate of five (5) percent of the annual salary for each full year of service with the Board, to a maximum of two (2) years pay. Severance pay will be based on the employee's rate of pay at the time of lay-off.
- (c) An employee who receives severance pay under this section and is subsequently rehired shall retain such severance pay. However, for the purposes of Section 7.06 (b) above only, the calculations of years of service shall commence with the date of such re-hiring.

- (d) An employee laid off or terminated under this article may elect to receive severance pay under this section or termination benefits under Section 13.04, but not both.
- (e) No ten (10) or eleven (11) month employee temporarily laid off during school closures shall be entitled to severance pay under this Article.

7.07 Equivalent Positions Geographical Areas

For the purpose of this Article:

- (a) Ten (10), eleven (11) and twelve (12) month positions are deemed to be equivalent; and
- (b) The three geographical areas are:
 - (i) Boston Bar and North Bend
 - (ii) Yale, Hope and Silver Creek
 - (iii) Agassiz-Harrison.
- (c) Regular employees who are laid off and are called in for work in their classification shall be paid the rate for that classification. Where they accept work in a different classification they shall be paid the rate as specified. Seniority shall accrue for time worked.

ARTICLE 8.-HOURS OF WORK

8.01 Part-time Schedules

Part-time schedules may be established where necessary but no split shifts, with the exception of school crossing guards/supervision assistants, will be scheduled. All hours of work will be scheduled within a day, afternoon or night shift as defined in this Article.

8.02 Day Shift

Day Shift: Any seven (7) hours, excluding meal breaks between the hours of 7:00 a.m. and 7:00 p.m. In the case of Maintenance, Custodial, and the Transportation Department employees, eight (8) consecutive hours will apply.

8.03 Afternoon Shift

Afternoon Shift: Any eight (8) consecutive hours (including one-half hour meal break) between the hours of 3:00 p.m. and 11:00 p.m.

8.04 Night Shift

- (a) Night Shift: Seven and one-half (7 1/2) hours (including one-half hour meal break) between the hours of 8:00 p.m. and 7:00 a.m.

- (b) Second Shift

Where the major portion of an employee's shift, other than bus drivers, occurs after fifteen hundred (1500) hours, employees shall be paid a shift differential of thirty-seven cents (.37) per hour for the entire shift worked.

8.05 Notice of Hours of Work

Notice of work schedules shall not be changed except upon 24 hours written notice. If 24 hours notice is not given all time worked outside the hours of schedule will be paid at the appropriate overtime rate.

8.06 Call Back

A call back results when an employee has completed his/her regular days work and is called back to work. In such instances the employee shall be paid a minimum of two (2) hours pay at the applicable overtime rate. If an employee is requested to extend his or her shift prior to the end of their regular day's work such a request shall not constitute a call back.

8.07 Rest Periods

Full time employees shall be allowed two fifteen minute rest periods in each working day (one in each half of the work shift). Employees working less than full time shall receive one fifteen minute rest period for each four hours worked per day.

8.08 Reporting to Work

If an employee reports for work and no work is available (i.e. due to power failure) such employee shall be paid a minimum of two (2) hours; in the event an employee commences work (and power fails) then is required to terminate a days work, a minimum of four (4) hours shall be paid.

8.09 Overtime

Authorized overtime shall be paid in accordance with the following provisions:

- (a) All hours worked in excess of the normal work day of seven (7) hours per day for clerical employees and eight (8) hours per day for custodial and maintenance employees shall be paid at the rate of time and one-half (1 1/2 T) for the first two (2) hours and thereafter double (2T) the employee's regular rate of pay.

The employer shall make every effort to offer hours worked in excess of the normal work day to a regular employee. The employer shall first offer overtime to the most senior employee who normally performs that work within that school. If the most senior employee should decline the offer, the next most senior employee shall be similarly offered the overtime.

- (b) All hours worked outside the employee's hours of work schedule and qualifying for overtime in accordance with the provisions of Article 8.05 shall be paid at the rate of time and one-half (1 1/2T) for the first two (2) hours and thereafter double (2T) the employee's regular hourly rate of pay.
- (c) Work performed on an employee's first day of rest (normally Saturday) shall be at double (2T) the employee's regular hourly rate of pay.
- (d) Work performed on an employee's second day of rest (normally Sunday) will be compensated at double (2T) the employee's regular hourly rate of pay.
- (e) Work performed on Statutory Holidays shall be compensated at double (2T) the employee's regular hourly rate of pay except that where statutory holidays are observed on alternate days, employees whose schedule requires them to work both the statutory holiday and the day observed as such shall be compensated at their regular hourly rate of pay on the statutory and at double (2T) their regular hourly rate of pay on the alternate day observed as such.

- (f) Except as provided in (b), (c) and (d) above, employees working less than a seven (7) hour day for clerical employees and less than an eight (8) hour day for other than clerical employees, shall not be entitled to the overtime provisions of the Article until they have worked seven (7) or eight (8) hours in a day respectively.

8.10 Time Off in Lieu of Overtime

Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate at a time selected by the employee and the Employer. Time off in lieu of overtime not taken during the year shall be paid out at the appropriate rate on final payroll in each calendar year.

8.11 Hours of Work Bus Drivers

The hours of work of the regular full-time bus driver employees shall be eight (8) hours per day, Monday through Friday. There shall be a guaranteed minimum of four (4) hours pay per day which shall be designated by the Employer and shall be divided into two (2) hours pay for the regular morning shift, and two (2) hours pay for the regular afternoon shift. In addition, there shall be a guaranteed minimum of two and one half (2 1/2) hours pay per week designated by the Employer for bus cleaning purposes. This clause will not result in inequitable distribution of work for the bus drivers.

For the purposes of calculating provisions requiring a daily equivalent, such as sick leave entitlements and all general holidays, the guaranteed daily equivalent shall be deemed to be four and one half (4 1/2) hours pay per day. Vacation pay shall be paid in accordance with Article 10.

8.12 Extra Shifts - Bus Drivers

- i) Any extra shift, where more than one-half (1/2) hour break exists between the regular shift and the extra shift or between two (2) extra shifts, shall be paid at a minimum of 2 hours. Any extra shift where one-half (1/2) hour or less break exists between two (2) extra shifts, shall be paid as continuous time based on the two (2) hour minimum.

Where there is one-half (1/2) hour or less break between a regular shift and an extra shift, the total time worked shall be considered an extension of the regular shift and paid as continuous time.

Where an extra shift replaces a regular morning or afternoon shift, the bus driver shall be paid actual hours worked for that shift provided a guaranteed minimum two (2) hours pay is maintained.

Where an extra shift replaces both the morning and afternoon regular shifts, the bus driver shall be paid actual hours worked provided a guaranteed minimum four (4) hours pay for the day is maintained.

- ii) All time worked, inclusive of waiting time, in excess of eight (8) hours per day or forty (40) hours per week shall be paid at one and one-half (1 1/2) times the regular rate.
- iii) A four (4) hour minimum guarantee shall be paid for Saturday and Sunday trips.
- iv) Saturday and Sunday shifts shall be paid at straight time for eight (8) hours per day and one and one-half (1 1/2) times the regular rate for any time thereafter.
- v) Waiting time, where required, shall be paid at the appropriate rate but shall not include lay-overs such as hotels or residences.
- vi) Regular bus drivers shall be given first priority to accept any extra shifts.
- vii) Meal allowance will be in accordance with the current Board policy.

- viii) Accommodation: The Employer shall pay the cost of accommodation and will be responsible for making appropriate reservations.

8.13 Professional Development Days

Employees required by the Secretary-Treasurer to attend District Professional Development event shall be paid for the time in attendance at their regular hourly rate of pay. All other employees (except for Noon-hour supervisors, crossing guards and lunch program employees) will be paid for their normally scheduled hours on Pro-D days. Employees can work those normally scheduled hours by working at the school or attending a Pro-D session of their choice.

ARTICLE 9 - REMUNERATION

9.01 Wages and Salaries :

All employees shall be paid every second Friday. All payments will be made by direct deposit to each employee's bank account. A statement will be provided each pay day detailing the gross pay and deductions there from: For the purpose of calculating bi-weekly remuneration:

- (a) Eight (8) hours per day shall be computed at 80 hours multiplied by the hourly rate.
- (b) Seven and one-half (7 1/2) hours per day shall be computed at 75 hours multiplied by the hourly rate.
- (c) Seven (7) hours per day shall be computed at 70 hours multiplied by the hourly rate.

9.02 Regular Rates of Pay

Regular rates of pay for categories covered by this Agreement shall be as provided for in Schedule "A" Wages and Salaries, which follows and forms part of this Agreement. This Schedule shall not bind the Board to create or fill any of the classifications set out therein. Incremental periods when applicable will date from the initial date of continuous employment.

9.03 Wages/Signing of Agreement

- (a) No employee shall suffer a loss of wages because of the signing of this Agreement.
- (b) The implementation of negotiated increases shall be paid no later than the third pay period from the date of ratification, unless an extension is otherwise mutually agreed upon.

9.04 Assignment to Substitute

- (a) If an employee is assigned to substitute on a job, or to perform the duties of a position in a higher classification, he or she shall receive the rate of pay for the higher classification during the period of such assignment.
- (b) Where the General Foreman is away from work a designated employee in the maintenance department shall receive his/her wage effective from the first day of each absence. This shall apply in both geographic regions.

9.05 Overtime Meal Allowance

Unless the Employer has given at least 24 hours notice of the need to work overtime, or unless the Employer has made time available for the employee to obtain a meal during the overtime period, an employee required to work more than two (2) hours overtime in any day shall be paid a meal allowance in accordance with the current Board policy

9.06 Employee Expenses

Employees who incur expenses with prior approval in carrying out their authorized duties will be reimbursed for expenses in accordance with Board policy.

ARTICLE 10. - ANNUAL VACATIONS

10.01 Annual Vacation with Pay

Employees covered by this agreement shall receive an annual vacation on the following basis:

- (a) For the purpose of this section, calendar year shall be the period January 1 to December 31
- (b) Regular employees will receive vacation with pay in accordance with the following schedule:

Calendar Years of Service as at December 31 of the preceding Year	Working Days Vacation With Pay
Less than one (1) year	One (1) day for each month of service Maximum of 10 days
One (1) year	10 days (4%)
Two (2) to five (5)	15 days (6%)
Six (6) to twelve (12)	20 days (8%)
Thirteen (13) to twenty-three (23)	25 days (10%)
Twenty-four (24) to twenty-eight (28)	30 days (12%)
Twenty-nine (29) years or more	35 days (14%)

- (c) All employees leaving the service of the Board shall receive holiday pay at the appropriate percentage of their gross earnings for the calendar year in which they leave the service of the Board, applicable to their years of continuous service, less any holiday pay received under Section 7.03.
- (d) All casual employees shall receive holiday pay on the basis of 4% of their gross earnings.
- (e) All employees will receive two (2) days holiday per year in addition to those outlined in Section (a). Upon written request to the Secretary-Treasurer the two (2) days of flexible holiday time will be granted to an employee to use as the employee sees fit. An employee may choose to use the two (2) flexible holidays for the purposes of extending his/her regularly scheduled holidays.

- (f) School term employees shall receive vacation in accordance with Section (b) with payment made for Spring Break (last pay) and the balance on the last pay in December. Payment in December shall be calculated by using the number of days rather than percentage of salary. Such employees may be required to work for one week after the termination of the school year and for one week prior to school opening in September; and they are deemed to be on a temporary lay-off for the unpaid period of the summer school closure.

10.02 Accumulation of Vacation

Vacation time shall not be accumulative from year to year, except in special circumstances with the prior approval of the Secretary-Treasurer.

10.03 Time of Year

Whenever possible the Board shall permit regular employees to take their annual vacation during the period of the school summer holiday. Full-time employees shall be entitled to take their holidays either in one unbroken portion or segments of five (5) consecutive days. The latter shall be subject to Secretary-Treasurers' approval.

10.04 Application for Vacation

On an annual basis employees shall make application for vacation to their Supervisor and require the approval by the Secretary-Treasurer. The application must be submitted in writing at least one month before the vacation is to take place. In the event of transfer to another position the employee's vacation period will be subject to review.

10.05 Incapacitated While on Vacation

Where an employee commences vacation and becomes incapacitated through illness or injury, the period of illness or injury will be charged as paid sick leave rather than vacation provided that:

- (a) the period of incapacity persists for at least three (3) normal working days and;
- (b) proof of incapacity is provided.

ARTICLE 11 - GENERAL HOLIDAYS

11.01 Qualifications

- (a) (i) Each employee who has received remuneration for at least fifteen (15) days in the 30 day period immediately prior to the General Holiday, shall receive at the time of the General Holiday one (1) days pay at the employee's regular rate as holiday pay for each of the following holidays or days observed in lieu thereof:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
British Columbia Day	

and any other General Holiday proclaimed by the Provincial or Federal Governments.

- (ii) Where a 10 month employee works the five (5) working days prior to Labour Day they shall receive payment for the General Holiday.

- (b) Holidays on Regular School Days: Should the schools be required to be in session on any General Holiday, employees required to work on such a holiday will be granted an alternate day off in lieu of the General Holiday worked. The alternate day off will be taken at a mutually acceptable time, but not later than the conclusion of the employee's next annual vacation.

11.02 Day off in Lieu

When any of the above holidays falls on a normal day of rest, the parties may agree to an alternate day in lieu. If an alternate day is not declared employees shall receive a day off in lieu of the holiday at their regular rate of pay, such day to be determined by mutual agreement between employee and his supervisor but not later than the conclusion of the employee's next annual vacation.

11.03 Unauthorized Absence

In the case of unauthorized absence on the last regular scheduled shift before a general holiday or the first regular scheduled shift after a general holiday, entitlement to the provisions of the Article will be forfeited.

ARTICLE 12. - LEAVE OF ABSENCE

12.01 Union Business

- (a) Negotiations - One (1) employee from each department not exceeding four (4) in total, being members of the bargaining committee of the Union shall be granted leave with pay where it is mutually agreed to carry on negotiations with the Employer during an employee's regular working hours.
- (b) Grievance Proceedings - The shop steward and employee(s) concerned shall be allowed leave of absence with pay for the purpose of discussions in accordance with the grievance procedure. For discussions at Stage 3 up to three (3) local representatives of the Union shall be granted leave of absence with pay where meetings are required to be held with the Employer during regular working hours. Where Union business representatives attend such meetings paid leaves are reduced accordingly.
- (c) Union Conventions and Seminars - Upon written request from the Union the Board will grant leave of absence for attendance at conventions and/or seminars to not more than two (2) employees at any one time. It being understood that the Board will bill the Union for the cost of wages of such employee(s), and that the total absence allowed for this purpose shall not exceed twenty (20) man days in any one year.
- (d) General - The Board recognizes the Incumbent President of the Union or his/her appointee as the Senior Shop Steward and spokesperson for the Union with the Board on Union-Management matters. Reasonable time for the discussion of Union-Management matters will be allowed by the Board.
- (e) Any absence under this Article shall be subject to advance notification and approval by the Secretary-Treasurer, wherever possible. Such approval shall not be unreasonably denied.

12.02 Health

Sick leave will only be granted because of illness or medical reasons other than maternity. Employees are to notify their supervisor as soon as possible if they are absent from duty because of illness or medical reasons and must give reasonable notice of their anticipated return to work.

An employee may be required to provide a medical certificate to establish the reasons for his absence or to verify his or her fitness to undertake normal duties.

Sick leave with pay will be granted up to the limit of the employee's unused sick leave accumulation.

Notwithstanding the foregoing sections, the employer may grant further periods of sick leave in special circumstances for employees with five (5) or more years service. Such periods shall not normally exceed eighteen (18) working days and shall be recovered by the employer as the employee earns additional credits and, moreover, if not repaid, shall be deducted from wages if or when the employee loses status as an employee for any reason.

12.03 Maternity/Parental/Adoption leave

- (a) Maternity/Parental/Adoption Leave without pay shall be granted in accordance with the Employment Standards Act.
- (b) Health and welfare benefits shall be continued provided the employees pay their share of the premiums. Vacation pay shall be pro-rated in accordance with the percentages provided all regular employees in Article 10.01 (b). Sick leave shall be pro-rated in accordance with hours worked as provided to all regular employees in Article 13.04 (a) and Article 13.09.

12.04 Bereavement Leave

- (a) Regular and Probationary employees shall be granted up to four (4) days with pay in the event of a death in their family, (parent, parent-in-law, grandparent, grandparent-in-law, grandchild, spouse, ward, sibling, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt and uncle, or common-law spouse) to attend the funeral, and/or attend to the deceased affairs.
- (b) In special circumstances (e.g. unusual length of travel time) the Secretary-Treasurer may grant up to two (2) additional days.
- (c) Up to one (1) day will be granted without loss of pay to attend a funeral as pall bearer or mourner at the funeral of a relative other than immediate family or of a close friend provided such employee notifies his/her supervisor or the Department Head in advance.

12.05 Compassionate Leave

- (a) Regular and Probationary employees shall be granted up to three (3) days compassionate leave in the event of a serious illness or other traumatic occurrence affecting the immediate family (e.g. father, mother, husband, wife, child, legal guardian and common-law spouse).
- (b) In case of illness when no one at home other than the Employee can provide for the needs of an immediate member of his/her family, the employee shall be entitled, after notifying his/her supervisor, to use his/her accumulated sick leave a maximum of three (3) days per year for this purpose. Leave provided under this clause is not also available under clause (a).

12.06 Court Appearances

- (a) If an employee is subpoenaed to appear in court as a witness or for jury duty, leave of absence with pay will be granted.
- (b) The employee will receive the regular rate of pay for the leave of absence.
- (c) All monies received for service as a subpoenaed witness or for jury duty shall be turned over to the Board.
- (d) Employees must present proof of service and the amount of pay received.
- (e) Leave will be granted where an employee personally initiates court actions not related to his/her position. In such cases unpaid leave may be granted instead of paid leave.

12.07 Other

The Board may grant leave of absence without pay to any employee requesting such leave for good and sufficient cause. Such request shall not be unreasonably denied. The Board shall notify the applicant of its decision and in the event the Board denies the request, the Board shall notify the applicant of the reason for its decision within five (5) working days. If leave is granted, depending on the years of service with the District, the Applicant shall not exceed the following:

Two (2) years or less.....up to one (1) month
Two (2) years to five (5) years.....up to six (6) months
Five (5) years plus.....up to one (1) year

An employee on leave may choose to continue his or her participation in benefit plans during the period of leave, by making appropriate arrangements with the Secretary-Treasurer provided that the following conditions are met:

- (a) The contract with the carrier will allow coverage while on leave of absence.
- (b) That the employee prepays monthly, the full cost of premiums.

12.08 Workshops/Seminars

Approval may be granted for employees to attend workshops, seminars, etc. relating to the employee's duties, which appear to be of benefit to the employee and the School District. Lost work time will be paid at the normal pay rates and expenses paid in accordance with Board policy. Applications are to be forwarded to the Secretary-Treasurer, through the immediate supervisor.

ARTICLE 13. – EMPLOYEE BENEFITS

13.01 Medical Plan

- (a) Regular employees and eligible members of their immediate family may be enrolled in the Medical Services Plan of B.C. Premiums will be borne entirely by the Board, with the exception of eye care, which is borne solely by the employee.
- (b) An extended health benefit plan is to be maintained, to include the eyeglasses and hearing aid option. Premiums will be borne entirely by the Board.

13.02 Superannuation and Retirement

- (a) All regular employees who have completed their probationary period shall be required to participate in the Superannuation Plan.
- (b) All regular employees shall be covered by the provisions of the Pension (Municipal) Act.

13.03 Group Life Insurance

The Board will arrange for a group life insurance plan, which offers coverage for Support Staff employees. The life insurance plan structure will not be changed without mutual agreement of the parties. The premium will be shared 70/30 by the Board and the employee respectively. The plan is voluntary for all eligible regular employees on staff as at December 31, 1982, and compulsory for all employees hired after that date. The continued provision of this benefit is subject to the continued participation of the required percentage of employees.

13.04 Sick Leave with Pay

- (a) Subject to Section 12.02 of this agreement, all regular employees shall be entitled to sick leave accumulation at the rate of one and one-half (1 1/2) days for every calendar month of service during which pay was earned retroactive to the initial month of the qualifying period of probationary employment. Sick leave with pay will be deducted from the employee's sick leave accumulation. An employee shall be entitled to accrue all unused sick leave to a maximum of two hundred and twenty-five (225) days for his/her future benefit.

A new employee may be advanced up to ten (10) days of sick leave during his/her first twelve (12) months of service provided that:

- (i) No more than eighteen (18) days of paid sick leave are taken in the first twelve (12) months, and
 - (ii) The pay for any sick leave days over entitlement is refunded at the end of the twelve (12) months.
- (b) The Board shall include on the employee's payroll statement once every three (3) months, a current status of accumulated sick leave.
- (c) Employees with accumulated sick leave at time of signing of the agreement will retain such credit and further credit will be accrued as set out above.
- (d) Employees with accumulated sick leave to their credit shall transfer or cause to be transferred to the Board, any time loss compensation payable to them by the Workers' Compensation Board. And upon so doing will receive full pay up to the value of the accumulated sick leave pay entitlement. In such cases there will be a deduction from their accumulated sick leave of the percentage of which the Workers' Compensation Board does not recompense the Board. If there is no credit of sick leave, employees will retain their Workers' Compensation Board cheques.
- (e) Sick leave credits will not be accrued if an employee is on leave of absence without pay as outlined above for a period equal to one complete calendar month.
- (f) Any savings that occur from the Unemployment Insurance Premiums due to employee benefits, will be applied to the employer's share of the cost of the employee benefits.
- (g) Any employee having sick leave to his/her credit at the time of termination of employment or retirement shall receive a salary grant equal to one-half (1/2) of such credit in accordance with the following schedule:

Years of Continuous Service	Maximum Sick Days	Amount of Grant
5 years	100 days	50 days
6 years	120 days	60 days
7 years	140 days	70 days
8 years	160 days	80 days
9 years	180 days	90 days
10 years	200 days	100 days

The amount of the grant shall be based upon the current rate of pay at the time of termination of employment. In the event of death any such entitlement will be paid to the beneficiary of the deceased.

- (h) In this section one day means a day measured in the number of hours normally worked. Thus, an employee working four (4) hours a day accumulates one and one-half four (4) hour days a month [i.e. six (6) hours]. If an employee's regular hours of work change his/her accumulated sick leave is recalculated by dividing the number of hours accumulated by the number of hours per day worked in the new position. For example, if an employee regularly works four (4) hours per day for a year, he/she will have accumulated eighteen (18) days each of four hours duration (i.e. $18 \times 4 = 72$ hours). If he/she changes to an eight (8) hour a day position, his/her number of accumulated days changes to nine (i.e. 72 hours divided by $8 = 9$).

13.05 Dental Plan

Regular employees and their spouses and eligible members of their families may be enrolled in the group dental plan. Premiums are to be borne 70/30 by the Board and the employee respectively.

It is compulsory that ALL new employees join the dental plan upon becoming permanent employees unless they are already covered under a spouse's plan.

13.06 Clothing Allowance

All employees will receive a \$105.00 per year clothing allowance, payable at the start of each year except employees mandated by the Workers' Compensation Board to wear safety boots or Bus Drivers.

If employment is terminated for any reason during the year, the pro-rated portion will be deducted from the employee's final pay cheque.

A new employee starting during the year will have this allowance pro-rated.

In addition, maintenance employees will continue to be supplied with coveralls.

Those employees mandated by the Workers' Compensation Board to wear safety boots shall have the option to receive; upon permanent hire one (1) pair of safety footwear and have them replaced as required to a maximum of one (1) pair per year (maximum cost \$200.00); or be paid the \$105.00 per year as noted above, but not both. Part-time employees will have the boots replaced on a pro-rata basis, i.e. a half (1/2) time employee will have his/her boots replaced to a maximum of one (1) pair per two (2) years.

Bus drivers shall be required, as a condition of employment, to wear uniforms as provided by the Employer, at the Employer's cost, while performing bus driver duties and shall be extended provision for cleaning. The Employer shall provide bus drivers with a new uniform every two (2) years. The uniform shall consist of two (2) pair of pants, two (2) shirts, and one (1) jacket. One (1) winter jacket will be provided as required but not more than every three (3) years.

13.07 Long Term Disability

(a) The employer agrees to provide a payroll deduction for an employee paid Long Term Disability Plan. The plan will be compulsory for all regular employees.

(b) When an employee has depleted all sick leave or has completed the waiting period and been approved for payment under the Long Term Disability Plan, he/she shall be covered by benefits in the following manner:

(i) The Board will continue to maintain coverage, and pay its normal share of premiums, for a period of three (3) months provided that the employee makes arrangements with the Secretary-Treasurer to pay his/her share of premiums.

(ii) Following the above three (3) month period an employee may choose to continue his/her participation in benefit plans, by making appropriate arrangements with the Secretary-Treasurer to prepay monthly, the full cost of premiums.

13.08 Employee and Family Assistance Program

Regular employees shall be covered under an Employer funded employee and family assistance program.

13.09 Benefit Entitlement - Part-time Employee

Regular employees working less than full-time shall be entitled to vacation pay, general holiday pay, superannuation, and paid sick-leave proportionate to their regularly scheduled hours actually worked.

The other benefits provided under this Article shall be available to regular part-time employees working fifteen (15) hours per week or more. Employees who have benefit coverage at date of ratification will continue to be covered if their hours are reduced by the Board below fifteen (15) hours per week.

ARTICLE 14. - GENERAL PROVISIONS

14.01 Travel

- (a) An employee who is requested by the Employer to use his/her vehicle for School Board purposes and consents to such use will be reimbursed at the current rate established in Board Policy. All mileage must be certified by the employee's immediate superior, on the form provided.
- (b) Employees required by the Board to use their vehicle for approved Board business in excess of ICBC requirements per year, and not otherwise covered by the Board, shall be reimbursed the difference in insurance costs from Class 2 (to and from work) to Class 7 (business use) to a maximum of seventy-five (75) dollars upon submission of proof of coverage.
- (c) Employees shall not be expected to use their cars for the purpose of transporting School District materials or equipment unless it is or has been a part of the normal work requirement.

14.02 Hand Tools

The Board agrees that only trades people may be required to supply hand tools. Such tools and tool box may be stored on school property in a place approved by the supervisor provided a list of such tools is supplied if requested.

The Board further agrees to recompense such tradesperson for any loss due to breakage, fire or theft while being used on behalf of the Board while in approved storage on Board property and provided that replacement for loss due to breakage shall be subject to approval of the supervisor concerned.

14.03 Bulletin Board

The Board shall make available Bulletin Boards at all places of employment for the posting of Job Vacancies and Union Notices.

14.04 Picketing

Should picket lines be established affecting any premises of the Board, it is agreed that members of the Union will not be requested or expected to cross such lines except to perform duties necessary to ensure the security of property and safety of the pupils. Failure or refusal of a member to cross such lines, except for the exceptions cited above, will not constitute grounds for disciplinary or discriminatory action by the Board.

14.05 New Construction

When the Board builds new schools and new additions to schools with its own forces, workers so employed shall be paid in accordance with the appropriate building trades agreement. Such workers will be subject to payment of dues and fees established by Local Union 2423.

ARTICLE 15 - GRIEVANCE PROCEDURE

15.01 Difference

Any difference arising between the parties as to the interpretation, application, operation or alleged violation of the agreement, including any difference arising over the disciplining or dismissal of an employee, and including the question as to whether a matter is arbitrable shall be finally and conclusively resolved without stoppage of work in the following manner:

15.02 Stages

Stage 1: The Shop Steward with the employee, shall first discuss the matter with the departmental head within five (5) working days of the alleged grievance first arising. If the matter is not resolved within five (5) working days, then:

Stage 2: Within three (3) working days the matter shall be submitted in writing to and discussed with the Secretary-Treasurer. Should the matter not be resolved at this stage within five (5) working days, then:

Stage 3: The matter shall be discussed within five (5) working days between a grievance committee of the Board consisting of at least three (3) representatives of the Board, including at least one (1) trustee, and a grievance committee of the Union consisting of at least three (3) representatives of the Union. Should the matter not be resolved within ten (10) working days, then:
Stage 4: The matter shall be referred to an Arbitrator within twenty (20) working days of decision at Stage 3. Both parties will attempt to come to agreement on selecting the Arbitrator. In the event the parties are unable to agree on the selection of an Arbitrator within five (5) days, the Minister of Labour of the Province of British Columbia shall be asked to appoint an Arbitrator. The Arbitrator's decision shall be final and binding upon the Board, the Union and employee(s) concerned. Each party shall pay one-half (1/2) of the expenses of the Arbitrator.

Stage 5: Should the Arbitrator find that an employee has been disciplined or dismissed for other than cause, the Arbitrator may direct the Board to reinstate the employee and pay the employee a sum equal to the wages or salary lost by such disciplining or discharge, or such lesser sum as in the opinion of the Arbitrator is fair and reasonable. Provided always that any order the Arbitrator may make is made with due regard to the terms of the Agreement, and that any order relating to the lost wages shall be less any wages or salary earned by an employee during a period of discipline or dismissal.

Mutual Consent: Wherever a stipulated time limit is mentioned in this Article the said time limit may be extended by mutual consent of both parties.

15.03 Discipline of Employee

An employee may be dismissed or disciplined for just cause. Where a supervisor intends to interview an employee for Disciplinary Purposes, the supervisor shall notify the Steward or his/her designate in advance, who shall be present at the interview. Such interviews shall be conducted during paid time for the employee.

Employees are entitled to receive a written report of all accusations or complaints pertaining to their employment, or behaviour when such accusations or complaints result in disciplinary action, or have to be used as evidence at any subsequent time.

The record of any disciplinary action shall not be referred to or used against the employee any time after fifteen (15) months have elapsed without further reprimands. At that time, the employee may request the reprimand be removed from his/her file, and the Board shall comply.

Any employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 15.

The employee's written reply, if any, shall become part of his/her record.

15.04 Personnel File

Employees shall have the right to access and review their personnel file. After receiving a request from an employee to view his/her personnel file, the Secretary-Treasurer shall grant access to that employee's file at a mutually acceptable time. An appropriate Employer official shall be present when an employee reviews his/her file, and the employee may be accompanied by an individual or Union representative of his/her choosing. The employee shall have the right to respond, in writing, to any document contained therein; such reply to become part of their permanent record.

ARTICLE 16. - TECHNOLOGICAL CHANGE

16.01 Definition

For the purposes of this Agreement, the term "Technological Change" means:

- (a) the introduction by an employer into his/her work, undertaking or business of equipment or material of a different nature or kind than that previously used by the employer in that work, undertaking or business, or
- (b) a change in the manner, method or procedure in which the employer carries on his/her work, undertaking or business that is related to the introduction of that equipment or material,

but "technological change" does not include normal layoffs resulting from a decrease in the amount of work to be done.

16.02 Process of Introduction

The process to be followed where the Board intends to introduce technological change which affects the terms and conditions or security of employment of a significant number of members of the Union shall be:

- (a) Notice and Discussion

When it is determined that the introduction of a technological change is under consideration or is to be introduced, the Board shall notify the Union in writing. Such notice shall be given at least ninety (90) days before the date on which the Board proposes to introduce the technological change. Once such notice is given, the Board agrees to discuss the matter with the Union.

- (b) Information to be provided.

The notice of intent to introduce a technological change shall contain:

- (i) the nature of the change;
- (ii) effective date of the change;
- (iii) the approximate number, type and location of members affected by change;
- (iv) the anticipated effects the change may have on Union members;
- (v) any other pertinent data related to anticipated effects on the employees.

The Board shall update this information as new developments arise and modifications are made.

(c) Introduction of Technological Change

Where the Board introduces or intends to introduce a technological change that

- (i) affects the terms, conditions or security of employment of an employee to whom this Collective Agreement applies; and
- (ii) alters significantly the basis on which this Collective Agreement was negotiated,

either party may refer the matter to arbitration under Article 15, Grievance Procedure.

(d) The employer agrees to offer alternate employment to an employee made redundant by technological change provided a suitable alternative position is available. If no position is available then bumping shall be provided in accordance with Article 7.

(e) The employer shall provide retraining for such employees where required, and where feasible, provided said employee is retrainable and/or is willing to be retrained. Every effort shall be made to ensure that the employee suffers no loss in pay.

ARTICLE 17. - DURATION OF AGREEMENT

17.01 Length

This agreement shall be for the period from and including January 1, 2000 to and including June 30, 2003 and from year to year thereafter subject to the right of either party to the Agreement at any time within four (4) months immediately preceding the date of the expiry of this agreement or immediately preceding the last day of December in any year thereafter, by written notice, to require the other party to the agreement to commence collective bargaining.

17.02 Notice/Strike/Lockout/Revision of Agreement

Should either party give written notice as aforesaid, this agreement shall thereafter continue in full force and effect and neither party shall make any changes in the terms of the said agreement (or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted nor alter any other terms or conditions of employment) until:

- (a) The Union shall give notice to strike (or goes on strike) or
- (b) The Board shall give notice of lockout (or the Board shall lock out its employees) or
- (c) The parties shall conclude a renewal or revision of this Agreement, or enter into a new collective Agreement, whichever is the earliest.

ARTICLE 18. - REMUNERATION

18.01 **Wages as per Schedule "A"**

In addition the parties have agreed to the following salary increase in accordance with BCPSEA guidelines.

July 1, 2005	0%
July 1, 2004	0%
July 1, 2005	Wage Re-opener

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.

ARTICLE 19. - CROSSING GUARDS/NOON-HOUR SUPERVISION

The parties agree that the traditional level of usage of parents and students may continue and that positions that are held by employees will continue to be held by employees while such jobs exist.

The parties agree that these positions will be posted as per the Collective Agreement.

The parties agree that employees holding these positions will be considered as Part-time Employees as defined in Article 1.04

The parties agree that Article 6 will apply to the positions and that the purpose of Article 6.01 the full time equivalent days will consist of seven (7) hours. Upon successful completion of the probationary period the employees will be credited with seniority earned from September, 1992.

The parties agree that these positions will be subject to the probationary period detailed in Article 1.02. All existing employees in these positions will begin their probationary period on their first work day in September 1993.

The parties agree that for the purposes of staffing for September 1993 the positions in these categories will be filled on the basis of date of hire seniority, except in cases of the extension of hours for existing employees within the bargaining unit.

The parties agree that the hourly rate for the positions will be set at the same level as that of "Casual Labour" in Schedule "A" of the Collective Agreement.

The parties agree that the employees in these positions will not be entitled to receive benefits under this Collective Agreement.

Note:

Position means only the crossing guard/noon-hour supervision jobs currently held by employees.

ARTICLE 20. - HEALTH AND SAFETY

The Board will involve support staff in the development and application of the Board's policy on Health and Safety. The Board's Health and Safety policy will be appended and form part of this contract.

ARTICLE 21. - HARASSMENT/SEXUAL HARASSMENT

21.01 General:

- (a) The employer recognizes the right of all employees to work, to conduct business and otherwise associate free from harassment or sexual harassment.
- (b) The employer considers harassment in any form to be totally unacceptable and will not tolerate its occurrence. Proven harasses shall be subject to discipline and/or corrective actions. Such actions may include counselling, courses that develop an awareness of harassment, verbal warning, written warning, transfer, suspension or dismissal.
- (c) No employee shall be subject to reprisal, threat of reprisal or discipline as the result of filing a complaint of harassment or sexual harassment which the complainant reasonably believes to be valid.
- (d) All parties involved in a complaint agree to deal with the complaint expeditiously and to respect confidentiality.

- (e) The complainant and/or the alleged offender, if a member(s) of the Local, may at the choice of the employee be accompanied by a representative(s) of the Local at all meetings in this procedure.

21.02 Definitions :

- (a) For the purpose of this article harassment shall be defined as including:
 - i. sexual harassment; or
 - ii. any improper behaviour that is directed at or offensive to any person, is unwelcome, and which the person knows or ought reasonably to know would be unwelcome; or
 - iii. objectionable conduct, comment, materials or display made on either a one-time or continuous basis that demeans, belittles, intimidates, or humiliates another person; or
 - iv. the exercise of power or authority in a manner which serves no legitimate work purpose and which a person ought reasonably to know is inappropriate; or
 - v. such misuses of power or authority as intimidation, threats, coercion and blackmail.
- (b) The definition of "sexual harassment" shall include:
 - i. any comment, look, suggestion, physical contact, or real or implied action of a sexual nature which creates an uncomfortable working environment for the recipient, made by a person who knows or ought reasonably to know such behaviour is unwelcome; or
 - ii. any circulation or display of visual material of a sexual nature that has the effect of creating an uncomfortable working environment; or
 - iii. an implied promise of reward for complying with a request of a sexual nature; or
 - iv. A sexual advance made by a person in authority over the recipient that includes or implies a threat or an expressed or implied denial of an opportunity which would otherwise be granted or available and may include a reprisal or a threat of reprisal made after a sexual advance.

SIGNATURES

IN WITNESS WHEREOF the parties have caused this agreement to be executed this _____ day of

_____, 20_____, by affixing the signatures of their officers thereunto lawfully

authorized in that behalf.

Signed for the Board of School Trustees
School District No. 78 (Fraser-Cascade)

Signed for the Construction, Maintenance
and Allied Workers Bargaining Council,
Local Unit 2423

SCHEDULE "A"

CATEGORY/ EFFECTIVE DATE	January 1 2002	April 1 2002	July 1 2002
Maintenance			
Casual Labour	13.81	13.81	14.16
Labourer	16.18	16.18	16.58
Groundsman	18.62	18.62	19.09
Semi-Skilled Tradesman	19.00	19.00	19.48
Skilled Tradesman	21.04	21.04	21.57
General Foreman	22.88	22.88	23.45
Service Technician	21.04	21.04	21.57
Transportation			
Mechanic	21.83	21.83	22.38
Bus Driver	18.98	18.98	19.45
Transportation Supervisor	22.88	22.88	23.45
Custodial			
Casual Custodian	13.81	13.81	14.16
Custodian	17.45	17.45	17.89
Clerical			
School Secretary	19.25	19.51	19.99
Library Aide	17.05	17.05	17.48
Accounts Clerk	18.04	18.04	18.49
Receptionist	16.81	16.81	17.23
Payroll Clerk	20.47	20.71	21.22
Special Education			
Child Care Counsellor	21.28	21.28	21.81
Speech Language Assistant	18.49	18.49	18.95
Special Education Assistant	19.43	19.70	20.19
First Nations			
Aboriginal Co-ordinator	21.83	22.10	22.65
First Nations Support Worker	18.87	19.12	19.59
School Lunch Program			
Coordinator	17.39	17.39	17.82
School Meals Cook	16.71	16.71	17.13
Assistant	14.63	14.63	15.00
Other			
Noon Hour Supervisor/Crossing Guards	15.26	15.28	15.66

Letter of Understanding

Between
The Board Of School Trustees of
School District No. 78 (Fraser-Cascade)

And

The Construction, Maintenance and Allied Workers Bargaining Council
Local Unit 2423

Banked Holidays

The parties agree that the banked holidays for employees on the Hope side of District will be dealt with in the following manner. Employees will be advised of the number of days available by letter and they will have the option of depleting or managing those days in the following manner:

- Leave the days in the bank until retirement or to be used should a unanticipated need arise (e.g. no sick leave left).
- Pay for Pro-Days or other days off when a substitute will not be required.
- Pay for up to 4 days per year or up to 1/3 of the banked days until the holiday bank is depleted.

Employees could select one or more of these options to use up the banked days. Once an employee selects the option from the above list, the District would manage the holiday pay bank. An employee could not change selections once the initial option or options were selected.

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authorized in that behalf.

Signed for the Board of School Trustees
School District No. 78 (Fraser-Cascade)

Signed for the Construction, Maintenance
and Allied Workers Bargaining Council,
Local Unit 2423

Letter of Understanding

Between
The Board Of School Trustees of
School District No. 78 (Fraser-Cascade)

And

The Construction, Maintenance and Allied Workers Bargaining Council,
Local Unit 2423

Lay-offs

The parties agree that there will be no layoffs of Union Support employees after September 30 for the duration of the school year. Staff changes that become necessary during the school year will be dealt with through transfers initiated by the Board in the following manner:

1. When a work location identifies an employee as surplus to that location the employee will be so informed.
2. Prior to initiating a transfer, the Board will provide the surplus employee with an opportunity to indicate preferences to be considered for any available positions within the same classification for which that employee is qualified.
3. If there are no available positions within the same classifications or at the same or greater number of hours the Board may reassign the surplus employee to another work location at the same classification and at the same or greater hours or to the casual list on a "float" basis.

This applies to only laid-off employees (after September 30) and not to restructure the workforce.

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authorized in that behalf.

Signed for the Board of School Trustees
School District No. 78 (Fraser-Cascade)

Signed for the Construction, Maintenance
and Allied Workers Bargaining Council,
Local Unit 2423

Letter of Understanding

Between
The Board Of School Trustees of
School District No. 78 (Fraser-Cascade)

And

The Construction, Maintenance and Allied Workers Bargaining Council,
Local Unit 2423

Four (4) Hour Minimum

The District is committed to providing a minimum of four (4) hours of work for all Employees reporting to work.

Exemptions from the four (4) hour minimum:

- Noon/Morning/Bus/After-school/Playground supervisors,
- Small schools with enrollment of seventy-five (75) students in which case a two (2) hour minimum will apply,
- Casual replacements,
- Employees hired from Aboriginal targeted funds, and/or employees hired under funding from other agencies or ministries.
- Any other positions by mutual agreement.

Hours will be consecutive where provincial funding for this purpose is available.

Bus Drivers are exempt from the requirement of consecutive hours. The daily hours shall be completed within a period of twelve (consecutive hours).

The four (4) hour minimum s shall be implemented no later than September 1, 2001.

The District will implement the four (4) hour minimum consistent with the attached criteria and provisions of the collective agreement:

- If either party identifies that the criteria was not followed, or that they disagree with the decision, the issue shall be forwarded to the Labour Management Committee.
- If the Labour Management Committee determines the criteria was not followed the District will correct the situation: and
- If subsequent to this process either party determines that the criteria was not followed, that party may move the issue to grievance.

The parties agree to implement the above four (4) hour minimum to the extent that any additional costs are fully funded by specific additional funding, as per IIC 2 requirement, for the implementation and maintenance of the four (4) hour minimum.

CRITERIA FOR ATTAINING FOUR (4) HOUR MINIMUMS

In providing and maintaining an appropriate service level to students, management may consider the following points when implementing a four (4) hour minimum:

- Compression of the work week;
- A combination of positions;
- The elimination of current positions of less than four (4) hours and the lay-off of employees in those positions;
- The reassignment of hours of current positions less than four (4) hours;
- The funding available for the implementation of the four (4) hour minimum from the Provincial Four (4) Hour Minimum Fund;
- The position requirements, if any, for combined positions;
- The applicability of other articles in the collective agreement;
- Other positions that an exemption may apply to.

SIGNATURES

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authorized in that behalf.

Signed for the Board of School Trustees
School District No. 78 (Fraser-Cascade)

Signed for the Construction, Maintenance
and Allied Workers Bargaining Council,
Local Unit 2423

LETTER OF UNDERSTANDING

Between
CONSTRUCTION, MAINTENANCE AND ALLIED
WORKERS BARGAINING COUNCIL, LOCAL UNIT 2423

and

SCHOOL DISTRICT NO. 78 (FRASER-CASCADE)

Maintenance Plan of the Pay Equity Plan

This Letter of Understanding is developed to provide for ongoing Maintenance Plan of the **Pay Equity Plan** between CMAWBC Local Unit 2423 and School District No. 78 (Fraser-Cascade) in accordance with PSEC guide-lines.

The Parties have used the gender neutral job evaluation plan that had it's basis with the plan developed by School District No. 76 (Agassiz-Harrison). The employee jobs were evaluated by a joint CMAWBC and Management committee and a final plan for School District No. 78 was established under guidelines approved by PSEC.

Achievement of full pay equity as shown in the Pay Equity Plan is dependant on the continuation of funding by the Provincial Government for that purpose.

SIGNATURES

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authorized in that behalf.

Signed for the Board of School Trustees
School District No. 78 (Fraser-Cascade)

Signed for the Construction, Maintenance
and Allied Workers Bargaining Council,
Local Unit 2423

1. Joint Evaluation Committee

- (a) There shall be a Joint Evaluation Committee (JEC) comprised of two (2) representatives of the Union and two (2) representatives of the Board. Each party may have one (1) alternate.
- (b) The Committee shall be supplied with all documentation including job descriptions and previous evaluation results.
- (c) Release time for members of the JEC committee shall be granted in accordance with the collective agreement.
- (d) Nothing in the Agreement shall be interpreted as barring the Parties to this Agreement from engaging third party advisers to the Committee, however they shall function as advisers only.

2. Wage Protection

- (a) Male dominated jobs shall be paid at the rates established by negotiation in the Collective Agreement. Negotiated wage increases will apply to these positions.
- (b) All female positions above the regression line and currently paid at the rate above their evaluated rate will not be affected by the pay equity process. Negotiated wage increases will apply to these positions.

3. Procedures for Changed Positions

Whenever the Employer changes the duties, responsibilities and qualifications of a job or the employee(s) Union believes that the duties, responsibilities and qualifications have significantly changed, the JEC committee shall review all information relating to the job and evaluate the job as follows:

- (a) The incumbent(s)/Union or the supervisor/employer may request, in writing, a job evaluation review.
- (b) The JEC committee shall proceed to gather relevant, accurate, up-to-date information on the job. An interview shall be held with all stakeholders affected by the change. These will include but are limited to the following: incumbents, supervisors and/or co-workers. The JEC committee may also visit the job site. Based on the information gathered, the committee may update the job description as necessary.
- (d) If the JEC committee determines that the job has been changed, the JEC committee shall meet to rate each sub-factor of the job and establish a new rating for the job. The JEC will advise the incumbent(s) and the Supervisor of its decision.
- (e) The rate of pay will be negotiated directly with the union and will be consistent with the Pay Equity Plan.

4. Procedures for New Jobs

- (a) Whenever the Employer establishes a new job, the JEC shall review the job description and assign a temporary evaluation for the job using the process in #3. The evaluation shall determine the interim wage rate for the job.
- (b) Six (6) months from the appointment of an incumbent to the job, the incumbent(s) and the supervisor shall complete a Job Analysis Questionnaire which shall be submitted, along with an updated job description, to the JEC.
- (c) The JEC shall recommend a finalized job description and evaluation.
- (d) A negotiated pay rate shall be paid to each incumbent effective the date of his/her appointment to the job. The rate of pay will be consistent with the Pay Equity Plan.

5. Evaluation Procedures for Routine Reviews

- (a) It is important to maintain accurate job descriptions and evaluations on an ongoing basis. It is the intention of the Parties to review, adjust as necessary, and re-evaluate of all positions by March 31st, of every third year. The starting point for this review will be September 2003.
- (b) No job will be reviewed more than once in a thirty-six (36) month period unless there is a significant change in the duties and responsibilities.
- (c) To complete the ongoing reviews, the JEC shall proceed to gather accurate, up-to-date information of the job. The gathering of information may involve requesting the incumbent(s) and supervisor(s) to complete an up-to-date job analysis questionnaire. The gathering of information may also involve interviews with the incumbent(s) and supervisor(s) and/or visits to the job sites.
- (d) The JEC shall recommend a finalized job description and evaluate the job using the process in #3.

6. Dispute Resolution

- (a) In the event the JEC is unable to reach agreement on any matter relating to the interpretation, application or administration of the evaluation plan (including the classification or pay rate of male-dominated positions reclassified under this Agreement) the JEC shall request, within ten (10) work days, that each party designate an adviser to meet with the committee. The two (2) advisers shall meet with the committee to assist in reaching a decision.
- (b) If, after meeting the two (2) advisers, the JEC remains unable to agree upon the matter in dispute, the JEC shall advise, in writing, within ten (10) working days, the Union and the Employer of this fact.
- (c) The dispute shall then be submitted to arbitration.
- (d) The arbitrator shall decide the matter upon which the JEC or the parties have been unable to agree and his/her decision shall be final and binding on the JEC, the Union and all affected employees. The arbitrator shall be bound by this Agreement and shall not have the power to modify or amend any of its provisions. The jurisdiction of the arbitrator shall be limited to the matter in dispute, as submitted by the Parties.
- (e) The Employee and the Union shall be the Parties to the arbitration hearing and shall have the right to present evidence as argument concerning the matter in dispute. The arbitrator shall have the power of an arbitrator appointed pursuant to the Collective Agreement and, in addition, shall have the authority to require the Parties to present additional information and to require other person(s) to present evidence as deemed necessary by the arbitrator.
- (f) The arbitrator's fees and expenses shall be borne equally between the Parties.
- (g) The time limits may be extended by mutual agreement of the Parties.

SIGNATURES

IN WITNESS WHEREOF the parties have caused this agreement to be executed this ____ day of _____, 20____, by affixing the signatures of their officers thereunto lawfully authorized in that behalf.

Signed for the Board of School Trustees
School District No. 78 (Fraser-Cascade)

Signed for the Construction, Maintenance
and Allied Workers Bargaining Council,
Local Unit 2423

Letter of Intent

Benefits Trust

During the term of the agreement the parties (School District No. 78 and the Construction, Maintenance and Allied Workers Bargaining Council, Local Unit 2423) agree to investigate participation in the CUPE/BCPSEA joint benefits trust that was established as part of the IIC2 award. This letter will not bind either party to participation in the trust. Any participation in the trust will be at no additional cost to the Board and details of will be negotiated once there is mutual agreement on the decision to participate in the plan.

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Signed for the Board of School Trustees
School District No. 78 (Fraser-Cascade)

Signed for the Construction, Maintenance
and Allied Workers Bargaining Council,
Local Unit 2423

Letter of Intent

HARASSMENT/SEXUAL HARASSMENT

The two parties agree that they will discuss language for procedure of investigation of harassment and any possible discipline from the investigation during the life of the agreement.

SIGNATURES

IN WITNESS WHEREOF the parties have caused this agreement to be executed this _____ day of

_____, 20_____, by affixing the signatures of their officers thereunto lawfully

authorized in that behalf.

Signed for the Board of School Trustees
School District No. 78 (Fraser-Cascade)

Signed for the Construction, Maintenance
and Allied Workers Bargaining Council,
Local Unit 2423

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