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AGREEMENT

between

**THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 51
(BOUNDARY)**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2098**

**INCLUDING: MEMORANDUM OF AMALGAMATION
Re: Consolidation of Bargaining Units**

Term:
January 1, 1996
to
December 31, 1998

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Re: Consolidation of the Bargaining Units

ARTICLE 1 – UNION RECOGNITION

1.01 The Board recognizes the Union as the exclusive representative for the purposes of conducting collective bargaining regarding rates of pay, hours of work, and all other working conditions of the employees of the Board, as long as the Union retains its right to conduct collective bargaining on behalf of such employees, under provisions of the Labour Relations Code as certified by the Labour Relations Board, and excepting those having authority to hire or discharge employees and those employed in a confidential capacity as defined by the Labour Relations Code of British Columbia.

1.02 Definition of Employees

1. Regular Employees: are employees either full-time or part-time who hold a posted position.
2. Temporary Employees: are employees who have completed sixty (60) days continuous or broken employment within a twelve (12) month period. Temporary employees will not be employed on a continuous basis for more than six (6) months unless mutually agreed between the Board and the Union. Once an employee becomes temporary he will be shown as such on the seniority list.

A temporary employee's seniority shall commence on the first day of work in the sixty (60) day qualifying period. Temporary employees qualify for thirteen percent (13%) payment on their gross pay to compensate for holidays, vacations, benefit premiums and paid leaves of absence.

When a regular posted position of five (5) continuous hours or more, is not filled by a regular employee then, the senior qualified temporary employee shall be offered that position.

Rejection of a position that involves travel in excess of 100 km. round trip shall be treated as good and sufficient cause by both parties, and shall not result in loss of seniority for the affected employee or employees.

Temporary employees who obtain a regular posted position without a break in their employment will have their vacation entitlement begin on the first day of the uninterrupted portion of their employment. It is understood by the parties that seniority dates and vacation entitlement dates for regular employees will in most cases be different. The regular employee who falls into this category will have his vacation entitlement

pro-rated in the first year due to the fact that for the said period of uninterrupted they have been paid their vacation entitlement.

3. Casual Employees: are employees who work on an intermittent basis, but who have not completed sixty (60) days employment within a twelve (12) month period. Casual employees have no seniority, qualify for no benefits, paid leaves or sick leave. Casual employees will be paid thirteen percent (13%) payment on their gross pay to compensate for vacations and holidays. A callout list for casual employees will be kept with the longest term employees being given preference for callouts in their classifications and geographical area.

- 1.03 The Board agrees that there shall be no intimidation or discrimination against any employee by reason of his activities as a member of the Union, and the Union agrees that there shall be no intimidation on its part towards any employee of the Board.
- 1.04 The Union agrees that neither it, nor any of its representatives, nor any employee, shall in any way authorize, encourage or participate in any strike, walk-out, or suspension of work on the part of any employee, or group of employees and that at all times its members shall, under the direction of the Board, maintain all schools during the life of the Agreement, and the Board agrees that there shall be no lock-out of members of the Union during the life of this Agreement.
- 1.05 The Board agrees that the Union shall have the right to maintain a bulletin board in a convenient location in all schools, provided that the use of such shall be restricted to the posting of notices regarding the business affairs, meetings, social events and reports of the Union.
- 1.06 The Board agrees that any recommendation or matters considered by the Board relating to rates of pay, promotions, hiring or discharge of all temporary, casual and regular employees covered by the terms of this Agreement shall be communicated in writing to the Union at the time of their consideration and decision by the Board.
- 1.07 Should any displacement of staff be indicated as the result of technological change, the Board and the Union will meet and discuss the possibility of employing displaced employees in some other capacity, sixty (60) days prior to the implementation of such change. In the event that a regular employee is displaced, he shall be offered an opportunity to bid on jobs held by employees with less seniority providing the displaced employee possesses the qualifications required of the job held by the junior employee. Any employee placed in a lower-rated position as a result of technological change, shall not have his wages

reduced; but shall continue to receive his old rate until such time as the agreement rate for his new position is equal to his actual rate of pay.

Following the twelve (12) months lay-off period where the Board is unable to provide work for a displaced person with five (5) or more years of service, severance pay will be paid on the basis of one (1) weeks pay, at the regular rate of the position last occupied, for every year of completed service with the Board.

1.08 The administration of the terms of this Agreement will fall within the jurisdiction of the Maintenance Supervisor and the Secretary-Treasurer of the Board.

1.09 The Board agrees that all correspondence between the Board and the Union related to matters covered in this Agreement shall be sent to the Executive of the Union. The Board agrees that a copy of any correspondence between the Board and any employee in the bargaining unit covered by this Agreement pertaining to the interpretation or application of any clause in this Agreement shall be forwarded to the Executive of the Union.

1.10 Employees whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for work that members of the Canadian Union of Public Employees are unable to handle and except in cases mutually agreed upon by the parties.

- (a) The employer agrees not to contract out work of the bargaining unit if such contracting results in the layoff of, or reduction of hours of bargaining unit employees.
- (b) The employer recognizes the advantages of utilizing local contractors. Where it is cost effective and lawful, local contractors will be given preferential consideration.

1.11 Wherever the singular or masculine is used in this 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 2 – THE BOARD’S RIGHTS RE EMPLOYEES

- 2.01 The Union recognizes the undisputed right of the Board to operate and manage the schools in accordance with its commitments and responsibilities, and to make and alter from time to time, rules and regulations to be observed by employees, which rules and regulations shall not be contrary to any provisions of this Agreement. Such rules and regulations or amendments will be communicated in writing to the Union.
- 2.02 The Board shall always have the undisputed right to hire employees, and subject to this Agreement, the right to discipline, demote and discharge employees for just cause.

ARTICLE 3 – UNION SECURITY AND CHECK-OFF DEDUCTIONS

3.01 Check-Off Deductions

The Board agrees to check-off all Union dues and initiation fees in accordance with the provisions of the Labour Relations Code.

3.02 The Board shall, during the life of this Agreement, deduct as a condition of employment, a sum equivalent to dues as set by the Union from the pay due each pay period to each employee, and remit the same to the Treasurer of the Union not later than the 10th day of the month following the pay period for which such deductions are made.

The Union shall give the Board thirty (30) calendar days notice of any adjustment to the Union's dues schedule.

3.03 The Board will, at the time of making such remittances, enclose a list of employees from whose pay cheques such deductions were made.

3.04 In the case of a new employee, a deduction shall be made proportionate to time worked from his cheque in his first pay period of employment.

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

3.06 The Board shall submit in writing to the Union a list of all casual, temporary, **part-**time and regular employees including name, address, position, and the number of hours worked together with dues paid per employee per pay period within ten (10) calendar days after the month end.

3.07 Union Security

All employees of the Board shall become and remain members in good standing of the Union according to the constitution and by-laws of the Union. All new employees shall become and remain members in good standing in the Union within thirty (30) days of employment.

3.08 No employee shall be required or permitted to make written or verbal agreement with the Board or his representative which conflicts with the terms of this Collective Agreement.

3.09 The Board agrees to acquaint new employees with the fact that a Collective Agreement between the parties is in effect and with the conditions of employment set out in Article 3 – Union Security and Check-Off Deductions.

New employees shall be introduced to the new employee's Union steward or representative on commencement of employment.

3.10 All students employed under Youth Employment Programs are covered by this Agreement.

3.11 If during a discussion with a supervisor an employee feels he requires representation because of possible disciplinary consequences, he shall be allowed upon request to have a Shop Steward or Area Representative present.

3.12 Picket Line Protection

An employee covered by this agreement shall have the right to refuse to cross a legal picket line or refuse to do the work of striking or locked out employees. Failure to cross such a picket line or to perform the work of striking or locked out employees where a legal strike or lockout is in effect by a member of this Union shall not be considered a violation of this agreement, nor shall it be grounds for disciplinary action, other than loss of wages for the period involved.

ARTICLE 4 – LEAVE OF ABSENCE INCLUDING UNION LEAVE

- 4.01 The Board agrees that the time spent in settling disputes by Union Stewards or representatives shall be considered **as** time worked provided that such time shall not exceed a total of twenty-four (24) working hours in any one (1) month. The Union agrees to forward to the Board a written list of names of such Stewards, a record of time spent by each Steward in settling disputes and a list of replacements obtained for Stewards who are required to be absent to settle disputes. In order that the work of the Board shall not be unreasonably interrupted, no Steward shall leave his work without obtaining permission from his supervisor, such permission will not unreasonably be denied.
- 4.02 The Board agrees to grant time off, without pay, during any working day to officers of the Union in the employ of the Board for Union purposes, provided:
- (a) that such time off shall not exceed a total of sixty-four (**64**) working hours in any one (1) month.
 - (b) that a written list of names of such officers in the employ of the Board shall be forwarded to the Secretary-Treasurer for this purpose.
 - (c) if the Board can find a suitable replacement in an emergency.
 - (d) that the Board is advised by the Union at least twenty-four (24) hours in advance of any requests for a leave of absence.
- 4.03 The Board agrees to grant leaves of absence up to a maximum of two (**2**) employees, without pay, for the business purposes of the Union, provided that two (2) weeks notice in writing is given to the Secretary-Treasurer. The seniority of such employees shall not be adversely affected, but shall be counted as being service with the Board.
- 4.04 A maximum of two (2) bargaining representatives in the employ of the Board shall attend collective bargaining meetings without **loss** of remuneration. Such representatives will be entitled to eight (8) hours pay per day of bargaining. The Board agrees to pay a mileage allowance for one vehicle.
- 4.05 **An** employee shall receive the pay and benefits provided for in this Agreement when on unpaid leave of absence for Union work or conventions. However, the Union shall reimburse the Board for all pay and benefits during the period of absence. Such reimbursement shall be made within thirty (30) days of receipt of billing.

4.06 Bereavement Leave

- (a) Employee shall be granted up to three (3) working days, without loss of pay or seniority in the event of a death in the immediate family. “Immediate family” shall be defined as: father, mother, husband, wife, child, brother, sister, mother-in-law, father-in-law, grand-parents, grandchildren, common-law spouse, sister-in-law, brother-in-law.
- (b) One (1) day shall be granted without loss of salary or wages to attend a funeral as a pallbearer, provided such employee has the approval of his supervisor.
- (c) Reasonable leave of absence shall be granted for travel and estate affairs without pay and without loss of seniority.

4.07 Employees required to serve ~~as~~ jurors or court witnesses shall be given time off with full pay while ~~so~~ serving, providing that the employee turns over to the Board any wages received for serving ~~as~~ a witness or juror.

4.08 An employee who ~~is~~ a volunteer firefighter and cannot report to work at his normal time because of a fire or similar emergency, or who is called away from work because of a fire or similar emergency, shall not suffer a loss of pay or benefits resulting from his volunteer duties.

4.09 Union Leave

The employer shall allow a leave of absence, without pay, to one (1) employee for a maximum of two (2) years if a request is made in writing from the Union to have the employee participate in Union affairs. Such leave may be extended at the end of its term.

4.10 Political Leave

The employer shall allow a leave of absence, without pay, as required, to any employee who is elected ~~to~~ represent his riding as a Member of the Legislative Assembly or ~~a~~ Member of the House of Parliament. An employee prior to standing for election to Regional District, Municipal or Hospital Board shall apply to the School Board to discuss the level of leave that would be available. Should the employees leave application exceed those discussed, the issue should be brought to a Labour Management meeting for resolution.

4.11 Educational Leave

The employer may allow a leave of absence, without pay, to an employee who wishes to participate in educational upgrading. One of the criteria to be met for approval of the Board is that such education must be **of** benefit to the School District. The maximum leave to be granted under this clause would be for one (1) year. Such leave may be extended at the end of its term. Requests for such leave must be submitted in writing two (2) months in advance of the leave.

4.12 Reserve Service Leave

The employer shall allow a leave of absence without pay to any employee for Active Reserve Service in the Canadian Forces.

4.13 General Leave

The employer may grant leaves of absence, without pay, for good and sufficient reason acceptable to the employer. Requests for such leaves shall be made in writing. An employee granted leave under this article will have the option of continuing benefit coverage by prepaying the entire cost of premiums on a monthly basis.

4.14 Employees on leave under **4.09-10-11-12** of this section have the option of continuing with the benefit coverage by paying the entire cost of the premiums on a monthly basis to the employer. During such leaves seniority shall accumulate **and** while no vacations are payable during the leave, upon his return the employee's absence shall count as part of his qualifying entitlement.

4.15 Upon returning from leaves under **4.09-10-11-12-13** the employee shall be returned to the position previously held. Should that position be no longer in existence the employee will exercise the bumping procedure under **14.08**.

4.16 Maternity Leave

While on maternity leave an employee shall retain her full employment status and accumulate all benefits under this agreement. Maternity leave may be extended to a maximum of six (6) additional months upon proof of complications or sickness from a medical doctor, any extended leave beyond the required eighteen (18) weeks will be without benefits. When an employee decides to return to work after maternity leave, she shall provide the Board with at least two (2) weeks notice. On her return from maternity leave, the employee shall be placed in her former position. If the former position no longer exists she shall be placed in an equivalent position in her area.

4.17 Paternity Leave

A male employee will be granted one (1) day leave with pay on the occasion of the birth of his child.

4.18 Adoption Leave

In cases of child adoption, female employees shall be entitled to leave of absence without pay on the same basis as provided under the Maternity Leave provisions contained in this article. **An** additional one (1) day with pay will be granted to the parent (both if employed by the Board) for travelling to receive the child.

4.19 Canadian ;l

Employees shall be granted leave of absence with pay on the day which the employee attends the official proceedings for his Canadian citizenship.

ARTICLE 5 – HOURS OF WORK

- 5.01 The regular working week and day for all employees covered by this agreement shall be as set forth in the “Hours of Work Schedule” attached hereto and forming part of this Agreement. The Schedule shall be deemed to constitute Schedule “B” of this Agreement.
- 5.02 The Board agrees, in consultation with the Union, to set forth the working schedule of each employee, hereinafter referred to as the “Work Schedule”, as may be required by conditions throughout the School District. The Schedule shall be deemed to constitute Schedule “D” of this Agreement.
- 5.03 The Board and the Union agree that the regular working week, together with the hours of work, may be varied by mutual agreement between the Board and the Union as may be required by conditions throughout the School District.
- 5.04 The regular work week of all clerical personnel shall consist of five (5) consecutive work days of seven (7) hours each Monday to Friday, inclusive.

ARTICLE 6 – WAGES AND MATTERS INCIDENTAL THERETO

- 6.01 The setting out of a job classification and accompanying wage rate in the wage schedules attached to this Agreement shall not bind the employer to create or fill such position. It is understood, however, that the Union retains the right to grieve the classification or reclassification of any employee or group of employees covered under this Agreement.
- 6.02 Employees shall be classified as per Schedule “C” attached hereto and forming part of this Agreement. The Board shall pay wages bi-weekly to its employees in accordance with Schedule “A”.
- 6.03 In the event of a new position being created or where there is a substantial change in job content, a temporary rate shall be set by the Board in reasonable relationship to existing rates set forth in the Wage Schedule of this Agreement, pending negotiations between the Board and the Union of a mutually agreeable rate. In the event the Board and the Union are unable to reach agreement on a mutually satisfactory rate, the matter shall be referred to arbitration as provided in Article 19.
- 6.04 Shift Premiums
- | | |
|-----------------|-----------------|
| | <u>Jan.1/94</u> |
| Afternoon shift | .35 |
| Night shift | .50 |
- 6.05 When an employee is temporarily required to perform substantially the duties of a higher-rated position he shall receive the rate of pay for the higher-rated position for all time worked in that position.
- 6.06 When an employee is temporarily assigned to a position paying a lower rate, his rate shall not be reduced.
- 6.07 Employees shall receive payment for non-instructional days on the condition that the employee works his regular hours at a job assigned by the Board.
- 6.08 Sick days accumulation shall be indicated on pay slips each pay period.
- 6.09 Where employees are required to participate in job-related education courses all hours worked up to eight (8) hours per day shall be paid straight time.
- 6.10 There shall be a spray painting differential for all spray painting done of fifty (50) cents per hour.

6.11 Employees who use their vehicle for School Board business will be covered under a blanket insurance program provided by the Board.

ARTICLE 7 – OVERTIME

- 7.01 As compensation for overtime worked, as hereinafter defined, employees covered by this Agreement shall be paid at the rate of time and one-half (1 ½) for the first two (2) hours of overtime worked on a normal working day and double time (2) thereafter. Hours of overtime on consecutive days of rest shall accumulate and be paid at the rate of time and one-half (1 ½) for the first four (4) hours and double time (2) thereafter.
- 7.02 It is recognized that the proper heating of buildings during severe weather is the responsibility of the Custodial-Engineers in each school. Custodial-Engineers in each school shall be responsible for the proper heating of buildings only when so directed and authorized by the Maintenance Supervisor or his Assistant.
- 7.03 Wheresoever in this Article, and elsewhere in this Agreement that the phrase “overtime worked” shall appear, it shall refer to and include all work performed before or after and as an extension of the regular hours of work comprising a shift as set out in this Agreement, and shall be paid at the aforesaid overtime rates. When an employee is called out to work at a time other than his regular shift or extension thereof, he shall be paid a minimum of four (4) hours work at the base rate, or for the number of hours actually worked at the appropriate overtime rate, whichever is greater. The parties agree that an employee is entitled to be paid only one call out per four (4) hour period.
- 7.04 As compensation for all work performed outside the recognized hours of work as set forth in this Agreement, whether by way of overtime worked or work performed commencing at a time other than the beginning of a regular shift as defined in Article 7, Section 7.03, for outside rentals, employees shall be paid at the overtime rate and receive such payment on their regular pay cheque, which is received after such overtime has been reported. Payment for overtime shall be accompanied by an itemized statement. This section is not applicable to bus drivers on extra-curricular runs.
- 7.05 Employees required to work more than one and one-half (1 ½) consecutive hours beyond regular shift hours in any day shall be provided with a meal by the Board, or when meal facilities are not available, a payment for breakfast, lunch or supper at the following rates in lieu of providing a meal:

Overtime Meal Allowance	<u>Jan. 1/94</u>
Breakfast	\$ 8.00
Lunch	\$11.00
Supper	\$18.00

7.06 Overtime shall be computed by multiplying the hourly rate by one and one-half (1 ½) or two (2) as appropriate.

7.07 All part-time employees working less than the regular working hours per day or week shall be paid at overtime rates for hours worked beyond the individual employee's regular or normal working hours. This does not preclude the Board from offering an employee holding a regular posted position of less than full time the opportunity to work more hours than their posting on an occasional basis up to full time at straight time rate of pay.

For extra-curricular trips, the provisions of Appendix A shall apply. A part-time employee working less than the regular working hours per day or week shall be paid at overtime rates for hours worked beyond the individual employee's regular or normal working hours.

This clause does not apply to Teacher Assistants, who, when requested to participate in either curricular or extra-curricular activities will be paid at straight time for seven (7) hours and bank any additional hours at straight time to a maximum of an additional seven (7) hours per day.

7.08 An employee shall **be** given the choice of remuneration or time off for any accrued overtime.

Banked Overtime:

- A. The Board and the Union agree that notwithstanding the provision of Article 7, employees shall be permitted annually to accumulate overtime to a maximum of seven (7) regular shifts in lieu of cash payment, such leave to be equal to the appropriate overtime cash payment.
- B. At the beginning of each calendar year or upon commencement of employment or transfer of position, the employee must advise the Board whether he wishes to bank overtime in accordance with this clause, otherwise overtime will automatically be paid. Such notice in writing shall accompany the time card covering the first pay period in that year.
- C. Such leave shall be taken at the Board's discretion. Days not taken by December 31st of that calendar year shall be paid in cash to the employee.
- D. Accumulation of overtime shall be in hours of that employee's regular assigned shift.

- 7.09 An employee has the right to refuse overtime except in emergencies as determined by the Board, and the Board agrees that there shall be no intimidation or discrimination against any employee by reason of his refusal **to** work overtime.
- 7.10 If an employee is not given twenty-four **(24)** hours' notice of change of shift he must be paid at overtime rates for **all** hours worked.

ARTICLE 8 – STATUTORY HOLIDAYS

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

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

or the days proclaimed under the laws of British Columbia in their stead, or any other day proclaimed by the Federal or Provincial Governments. Should the schools be required to be in session on any Statutory Holiday, employees required to work on such a holiday will be granted an alternate day off in lieu of the Statutory Holiday worked. The alternate day off will be taken at a mutually acceptable time, but no later than the conclusion of the employee’s next annual vacation.

There shall be nine (9) Statutory Holidays for ten (10) month employees, ten (10) Statutory Holidays for eleven (11) month employees, and eleven (11) Statutory Holidays for twelve (12) month employees.

The Statutory Holidays for 10-month employees are:

- | | |
|----------------|------------------|
| New Year’s Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Easter Monday | Christmas Day |
| Victoria Day | Boxing Day |
| Labour Day | |

8.02 It is agreed that regular ten month employees who work a few days during July and August will be paid a premium of four (4) percent in addition to the regular hourly wage to compensate for the Statutory Holidays, Canada Day and B.C. Day.

8.03

In the event of a Statutory Holiday falling on **an** employee's regular day off he shall be entitled to a day off with pay at his regular rate on a date determined by the Board and the Union. **An** employee required to work on such Statutory Holiday or day mutually agreed upon in lieu thereof **as** aforesaid, shall receive in addition to regular pay for that holiday double his regular rate of pay for the time worked.

ARTICLE 9 – VACATIONS

9.01 For the purpose of computing vacation time the word “week” where used in Sections 9.02, 9.03, 9.04, 9.05 and 9.06 of this Article shall be considered as constituting five (5) working days.

Holiday time will be earned on a pro-rata basis of days at the current rate of pay rather than as a percentage of gross pay. A twelve (12) month employee will receive 12/12 of days entitlement, eleven (11) month employees will receive 11/12 of a twelve (12) month employee’s entitlement and a ten (10) month employee will receive 10/12 of a twelve (12)-month employee’s entitlement. This same pro-rata formula will apply to any other employees working less than twelve (12) months.

9.02 An employee who has been in the service of the Board for less than one (1) year prior to June 30 of any year shall be entitled to a vacation equal to six percentum (6%) of the number of days he worked prior to the said June 30 in the preceding year. In computing the number of days, fractions will be taken to the nearest half day.

9.03 An employee who has been in the service of the Board for one (1) year or more, but less than seven (7) years prior to June 30 in any year, shall be entitled to a vacation with pay of three (3) weeks, if taken before the succeeding June 30. Vacation pay entitlement will be calculated on the basis of fifteen (15) days pay.

9.04 An employee who has been in the service of the Board for seven (7) years or more but less than fifteen (15) years prior to June 30 in any year, shall be entitled to a vacation with pay of four (4) weeks, if taken before the succeeding June 30. Vacation pay entitlement will be calculated on the basis of twenty (20) days pay.

9.05 An employee who has been in the service of the Board for fifteen (15) years or more, but less than twenty-three (23) years prior to June 30 in any year, shall be entitled to a vacation with pay of five (5) weeks, if taken before the succeeding June 30. Vacation pay entitlement will be calculated on the basis of twenty-five (25) days pay.

9.06 An employee who has been in the service of the Board for twenty-three (23) years or more prior to June 30 in any year, shall be entitled to a vacation with pay of six (6) weeks, if taken before the succeeding June 30. Vacation pay entitlement will be calculated on the basis of thirty (30) days pay.

- 9.07 If a Statutory Holiday or declared holiday falls or is observed during an employee's vacation period, he shall be granted an additional day's vacation for such holiday in addition to his regular vacation time.
- 9.08 An employee's vacation shall where practicable, be granted at the time requested, but in all cases the commencement date must be at the convenience of the Board. Preference in choice of individual employee's vacation dates shall be determined by seniority of service.
- Regular ten (10) month employees shall receive their regular pay cheque during the Christmas and Easter vacation periods with any remaining holiday pay due, paid at the end of June in each year.
- 9.09 For each period of thirty (30) consecutive days an employee is absent from work in the year preceding June 30 in any year, there shall be deducted from the vacation pay to which he would otherwise be entitled in the succeeding year under Sections 9.02, 9.03, 9.04, 9.05 and 9.06 of this Article, one-twelfth (1/12) of such vacation pay, provided that, ~~as~~ regards employees qualifying under said 9.02, 9.03, 9.04, 9.05 and 9.06 of this Article, time spent on vacation for which the employee is paid under this Article, or time lost because of sickness with pay or accident shall be considered as time worked.
- 9.10 For the purpose of vacation entitlement for ten (10) month employees, ten (10) months of service shall equal one (1) year of service.
- 9.11 Where an employee qualifies for sick leave with pay during his period **of** vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, by mutual agreement. Employees will be expected to provide proof of illness during vacations by way **of** a letter from a doctor.

ARTICLE 10 – SICK LEAVE

- 10.01 “Sick leave” means the period of time an employee is permitted to be absent from work, with or without pay, by virtue of sickness, unavoidable quarantine or accident, for which compensation is not payable under the Workers’ Compensation Act.
- 10.02 All regular and temporary employees shall be granted sick leave credit in the amount of one and one-half (1 ½) working shifts accumulated in hours for each month worked from commencement of employment for regular employees and from the first day of qualification as a temporary employee. In any one (1) year where an employee has not received sick leave or only a portion of the accumulated credit, he shall accrue the unused portion, as a credit, to a maximum of one hundred eighty (180) working shifts. A deduction shall be made from the accumulated sick leave credit of all normal working shifts, exclusive of holidays, absent for sick leave as defined in Section 10.01 of this Article. “Working shift” means any day on which an employee would normally work. Temporary employees will be paid sick leave on a pro-rata basis.
- 10.03 Sick leave with pay shall not be granted nor shall payments continue until proof of such illness is filed with the Secretary-Treasurer if proof has been requested during the period of illness.
- 10.04 Sick leave without pay 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 would be granted under these regulations. The sick leave period shall be granted for one (1) year and subject to review if leave exceeds one (1) year.
- 10.05 **An** employee entitled to sick leave under this Article shall receive forty percentum (40%) of his unused accumulated sick leave upon:
- (a) retirement on or after the attainment of the minimum retirement age in conformity with the Municipal Superannuation Act of B.C., whichever shall last occur, or
 - (b) retirement with a permanent disability entitling the employee to superannuation, or
 - (c) death of an employee while in the service of the Board, payable to the employee’s estate, or

- (d) severance, with five (5) or more years of seniority, as a payout of accumulated sick leave credits. This clause does not apply to employees dismissed for just cause.

10.06 A record of all accumulated sick leave credits shall be maintained by the Board and communicated to the Union, on request, and to each employee not later than January 31, indicating the employee's credits as of the previous December 31, and a copy of which shall be forwarded to the Union.

10.07 An employee prevented from performing his regular work with the Board on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Act, shall receive from the Board the difference between the amount payable by the Workers' Compensation Board and his regular salary.

10.08 Reasonable time off with pay for medical and dental appointments for employees shall be permitted. All hours of absence to be charged to sick leave credit; excluding annual bus driver medical, which will be paid by the Board up to a maximum of two (2) hours per driver.

10.09 Where no one at home other than the employee can provide for the needs during illness of an immediate family member or when the employee is the only one who can transport a family member for tests, treatment or other related medical matters an employee may use a maximum of three (3) accumulated sick leave days per year for those purposes.

ARTICLE 11 – EMPLOYEE BENEFITS

- 11.01 All eligible employees shall participate in the Municipal Superannuation Plan of B.C. Regular part-time employees shall have the option of participating in the Municipal Superannuation Plan of B.C.
- 11.02 Regular employees who have completed three (3) calendar months service within the previous twelve (12) months shall participate in the mutually approved Medical Plan. The employer will pay 100% of the premium.
- 11.03 Regular employees who have completed three (3) calendar months service within the previous twelve (12) months shall participate in the Group Life Insurance Policy Payroll Deduction Plan, whereby each employee will pay twenty-five percentum (25%) of the monthly premium per month for each \$1,000 of insurance coverage, and the Board will pay the remainder of the premium due. This Group Life Insurance will provide coverage calculated at 2.35 times annual basic earnings rounded to the next higher \$1,000 if not already a multiple of \$1,000. Maximum \$200,000.
- 11.04 While an employee is on sick leave without pay, the Board agrees to pay the employee’s share of the premium payments for all benefits. The total premiums paid by the Board on behalf of the employee will be deducted from his wages after he returns to work. The said deductions shall be repaid to the Board over a period of time equal to the time lost.
- 11.05 The Board shall pay seventy-five percentum (75%) and the regular employees twenty-five percentum (25%) of the costs of a mutually acceptable Dental Plan.

The plan coverage will be:

Plan A – one hundred percentum (100%)
Plan B – sixty percentum (60%)
Plan C – fifty percentum (50%)
- 11.06 The Board shall pay seventy-five percentum (75%) and the employees twenty-five percentum (25%) of the cost of the Extended Health Benefits plan.

The Plan’s Vision Care coverage will be \$150 per family member per twenty-four (24) months.

Hearing aids will be covered under the Extended Health Benefits plan up to \$500 every five (5) years.

11.07 L.T.D.

Employees will pay 100% of the premium to maintain the current LTD program.

11.08 Benefit Summary

Benefit	Who eligible	When	Cost Sharing
Medical Services Plan of BC	Regular employees who work more than 17 ½ hours per week.	1 st of month following date of appointment as a regular employee	100% Employer
E.H.B. includes Vision Care, Hearing Aids	“	“	75-25
Life Insurance	“	“	75-25
Dental Plan	“	“	75-25
L.T.D.	“	“	100% Employee

Employees may waive any of the above coverages except life insurance. Employees who waive Dental or E.H.B. are not eligible to later enroll unless they can show proof that they have had similar coverage under another plan. Such enrolment must be made within 30 days of termination of coverage under the other plan.

11.09 A regular part-time employee working less than 17.5 **hours** per week will be paid 3% gross pay in lieu of being provided benefits.

ARTICLE 12 – SENIORITY

- 12.01 The Board agrees that seniority shall govern in all cases of promotions and demotions but that seniority shall govern only when the employee or employees are qualified and have the ability to perform the job. The Board shall determine qualifications in a fair and equitable manner. Job postings will contain qualifications and experience as outlined in the position description.
- 12.02 The Board shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January and September of each year.
- 12.03 A newly hired employee shall be on probation for a period of sixty-five (65) shifts worked from the date of hiring. During the probationary period the employee shall be entitled to all rights and benefits of this Agreement unless specified otherwise, after completion of the probationary period, seniority shall be effective from the original date of employment, or as per Article 1.02.
- 12.04 An employee shall not lose seniority rights if he is absent from work because of sickness, accident, lay-off, or leave of absence approved by the Board. An employee shall only lose seniority in the event:
- (a) he is discharged for just cause and is not reinstated.
 - (b) he resigns and submits his resignation in writing.
 - (c) he is absent from work in excess of two (2) working days without sufficient cause or without notifying the Board, unless such notice was not reasonably possible.
 - (d) he fails to return to work within seven (7) calendar days following a lay-off and 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 Board informed of his current address and telephone number. An employee recalled for casual work or employment of short duration at a time when he is employed elsewhere shall not lose his recall rights for refusal to return to work if the Board can find a suitable replacement.
 - (e) he is laid off for a period longer than one (1) year.

- 12.05 No employee shall be transferred to a position outside the bargaining unit without his consent. An employee transferred out of the unit shall retain his seniority for up to sixty (60) shifts. If the employee returns to the bargaining unit within the sixty (60) shifts, he will move back into the position he held prior to leaving the unit. Other employees affected will also bump back into their original positions.
- 12.06 In the event that the Board shall merge, amalgamate, or combine any of its operations or functions with another School District, the Board agrees to the retention of seniority rights for all employees with the new District following consultations between the Union and the Board.
- 12.07 Employees may be transferred from one school to another, if such a transfer is considered expedient by the Board in order to expedite the over-all cleaning, maintenance or heating work in the School District for a period not in excess of sixty (60) days, and after consultation with the Union, and, if the transfer is to be of a permanent nature, subject to the provisions of Article 12 of this Agreement. If an employee transferred on a temporary basis, sixty (60) working days or less, is required to travel out of the Municipality in which he normally works to effect such temporary transfer, the Board agrees to provide transportation for the employee from one Municipality to the other for the duration of the temporary transfer, or in lieu of providing such transportation, the Board shall pay such employee required to use their own means of transportation on the mileage rate set out in Board Policy for Trustees on School Board business.

ARTICLE 13 – GENERAL PROVISIONS

- 13.01 When a vacancy occurs or a new position is created, the Board shall notify the Union in writing and post notice of the position on all bulletin boards for a minimum of seven (7) days so that all members will know about a vacancy or new position.
- (a) No outside advertising for any vacancy will be placed until the applications of present employees have been fully processed. Vacancies if they are to be filled, or new positions, must be posted within ten (10) days of the vacancy or creation, copies of the posting will be mailed to laid off and temporary employees who are not at work and therefore unable to see the posting.
 - (b) Temporary vacancies of thirty (30) worked shifts or more duration will be posted as temporary vacancies. If the temporary vacancy was created by a regular employee being absent due to illness, W.C.B. or leave of absence, the absent employee must give two (2) weeks' notice of his return to work. Vacancies of less than thirty (30) worked shifts need not be posted.
 - (c) The parties agree that in all cases of regular postings or temporary postings, regular employees having the required skills will be given preference over temporary employees.
 - (d) It is agreed that Teaching Assistants and Child Care Workers will remain in the position they hold in September for the duration of the school year. Should an opening occur during the year, the vacancy will be posted and filled on a temporary basis and the successful applicant placed into the position in the following school year (September). If the hours in the new position exceeds one hour or more per day of the hours presently being worked the transfers will be effective immediately.
 - (e) While the parties recognize a need for and a preference on behalf of some employees for part time shifts, the Boards are however encouraged to create positions or a combination of positions that allow employees to work **up** to the maximum number of hours. Where dual positions are established, the Letter of Understanding applies.

13.02 Such notice of postings shall contain the following information:

Nature of position, required qualifications, knowledge, education and skills, shift, wage or salary. Applications must be made in writing. Such qualifications may not be established in an arbitrary or discriminatory manner. All job posting notices will include a closing date for the posting.

13.03 Role of seniority in promotions and transfers:

Both parties recognize:

- (1) the principle of promotion within the service of the Board.
- (2) that job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 12.01.

13.04 The successful applicant shall be placed on trial for a period of sixty-five (65) shifts worked provided the new position involves a change of classification.

Conditional on satisfactory service, the employee shall be declared permanent after the period of sixty-five **(65)** shifts worked. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties **of** the new job classification, he shall be returned to his former position, wage or salary rate and without loss of seniority. Employees will be informed in writing **as** to why they were unsuccessful in the trial period. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his former position, wage or salary rate, without **loss** of seniority.

13.05 Consideration **for** promotion will be given to the senior applicant who does not possess the required qualifications or certification, but is preparing for qualification **or** certification prior to filling of the vacancy. Such employee will be given a trial period to qualify within four **(4)** months unless otherwise mutually agreed, and to revert to his former position if the required qualifications or certifications are not met within such time. This clause shall not apply where certificates are mandatory for initial placement in the vacancy.

13.06 Within seven (7) calendar days **of** the date of appointment to a vacant position, the name of the successful applicant shall be posted on all bulletin boards. The Union shall be notified of all appointments, hirings, lay-offs, transfers, recalls and terminations of employment.

13.07 Subject to Article 12, Section 12.01 of the Agreement, where a vacancy occurs requiring a second shift Custodian Engineer, present employees shall be given the opportunity of obtaining a temporary permit to enable them to acquire the knowledge necessary to obtain the required heating certificate, providing the employee shall avail himself of the opportunity so afforded, and failing to do so, he shall forfeit his right to such position or vacancy.

No employee shall be permitted to operate a boiler for a period longer than two (2) full consecutive heating periods, i.e., October 1 to March 31, with such a temporary permit. An employee failing to obtain the necessary heating certificate or failing to avail himself of the opportunity to do so shall revert to the position he would have held had he not been so promoted.

13.08 In the event of any employee taking a course of instruction, as approved by the Board, in order that the employee will better qualify to perform his job, the Board will, on the employee's successful completion of the course, reimburse the employee in full for all costs incurred during the duration of the course. When an exam connected with the course requires the employee to be absent from work for the day then the employee will be reimbursed for one day.

13.09 An employee shall be responsible for advising the Board promptly upon meeting the requirements and successfully completing recognized trades or other qualifications.

13.10 An employee who has become incapable of fully performing his regular duties because of injury, occupational disease, advancing years or disablement will be given preference for any vacant position that he is considered competent to perform.

13.11 The Union agrees to draw up job descriptions for all positions and classifications for which the Union is the bargaining agent. These descriptions will be drawn up during the first year of this agreement with time off without pay for two (2) people and presented to Management for discussion. The descriptions will become the recognized job descriptions when signed by both the Union and Management, Any position description not agreed to by the committee will be referred to the Labour Management Committee for resolution. It is understood that position descriptions can be reviewed and revised as required and in any event will be reviewed annually.

13.12 Existing classifications and rates of pay shall not be eliminated or changed without consultation with the Union.

13.13 **All** tools required by individuals will be supplied by the employer for use on the job only.

13.14 The Board agrees in accordance with the Regulations of the Apprenticeship Branch to implement, where possible, an apprenticeship program in the District. The Board agrees to jointly develop an apprenticeship program in this contract year.

13.15 Clothing Allowance:

All bus drivers and maintenance employees upon becoming regular employees shall be provided with coveralls. Where required, clerical employees shall be provided with smocks or other protective clothing.

Coveralls, wherever needed, shall be made available in all areas.

By mutual agreement, the type of material may be varied to suit particular circumstances.

The Board will pay for the cleaning **of** coveralls once a week.

13.16 Employee Familiarization:

Wherever possible employees new to a position will be given an adequate period of familiarization. In any event Teaching Assistants with Program 1.18A students will be given a minimum of one (1) shift with a qualified individual.

ARTICLE 14 – ROLE OF SENIORITY IN LAY-OFFS

- 14.01 Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order to the bargaining-classification-wideseniority provided they can adequately perform the work available.
- 14.02 Employees shall be recalled in the order of seniority provided they can adequately perform the work available.
- 14.03 No new employees shall be hired until those laid off have been given an opportunity of recall, subject to job requirement.
- 14.04 The Board shall notify employees who are to be laid off ten **(10)** working days prior to the effective date of lay-off. If the employee has not had the opportunity to work the days **as** provided in this Article, he shall be paid for the days for which work was not made available.
- 14.05 In order that the operations of the Union will not become disorganized when lay-offs are made, members of the Local Executive Board and Chief Steward shall be the last persons laid off during their term of office, subject to job requirement.
- 14.06 The Board agrees to pay its portion of premiums for all employee benefit plans for employees laid off for a period of less than four **(4)** calendar months. In the event of a longer lay-off, employees so affected shall have the right to continue receiving coverage through direct payments where allowable.
- 14.07 Grievances concerning lay-offs and recalls shall be initiated at Step **3** of the grievance procedure.
- 14.08 Subject to Article 1.07, regular employees, when lay-off occurs, will have the right to bump, bargaining-unit-wide, any employee with less seniority, providing they can adequately perform the job. The temporary employees, when lay-off occurs, will have the right to bump, bargaining unit-wide, any temporary employee with less seniority, providing they can adequately perform the job.

14.09 Should the Board require a reduction of hours that would result in a twelve percent (12%) or more reduction of the incumbent's hours as of January 1, 1992, the employee has the following options:

- (a) accept the reduction and remain in the position
- (b) have the right to exercise his seniority to bump as per Article 14.08 and 14.11

If an individual has already been reduced by twelve (12%) percent or more, any further reduction after the date of ratification will allow bumping to occur.

14.10 The parties agree that temporary employees will be laid off before regular employees and temporary employees will not be allowed to bump regular employees.

14.11 Any bumping rights contained in this Article must be exercised within five (5) working days of receiving notice of lay-off.

14.12 An employee given lay-off notice and accepting lay-off rather than exercising any bumping rights will be subject to first recall on all casual, temporary and regular positions, providing he can adequately perform the work available.

ARTICLE 15 – DISMISSAL AND RESIGNATIONS

- 15.01 Employees who are dismissed for just cause are not entitled to two (2) weeks notice of termination of employment or two (2) weeks pay in lieu thereof.
- 15.02 Except in the case of dismissal for just cause, employees who have completed their probationary period shall be given fourteen (14) calendar days notice of termination of employment or two (2) weeks pay in lieu thereof.
- 15.03 An employee voluntarily leaving the service of the Board shall be required to give the Secretary-Treasurer fourteen (14) calendar days notice in writing of termination of employment.
- 15.04 Whenever the Board deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of, or omission referred to, or may follow if such employee fails to bring his work up to a required standard by a given date, the Board shall forthwith give written particulars of such censure to the Secretary of the Union. The employee will be accompanied by the Shop Steward.
- 15.05 Records that have been listed **for** over a twelve (12) month period will be withdrawn providing there has not been a continuation of an offence. Only those records of more than one (1) year shall be deleted.

ARTICLE 16 – SAFETY

- 16.01 The Board and Union shall cooperate in continuing and perfecting the safety measures now in effect.
- 16.02 A Safety Committee shall be established and comprised of three (3) representatives appointed by the Board and three (3) representatives of the Union.
- 16.03 The Safety Committee shall hold meetings as requested by the Union or by the Board and all unsafe or dangerous conditions shall be taken up and dealt with at such meetings.
- 16.04 Minutes of all Safety Committee meetings shall be kept and copies of such Minutes shall be sent to the Board and the Executive of the Union.
- 16.05 All employees working in any dangerous capacity shall be supplied with all the necessary tools, safety equipment and protective clothing when needed.
- 16.06 Time spent by employees in performance of their duties, as members of the Joint Safety Committee shall be considered **as** time worked, and payment shall be on the basis of straight time only.
- 16.07 Both the Union and the Board recognize Article 8.24 of the Workers' Compensation Regulations and endorse the intent of this Article.
- 16.08 Safety Training
- Time spent on Health and Safety courses approved by the Secretary-Treasurer should be considered **as** time worked and payment shall be on the basis of straight time only to a maximum of eight hours per day.
- 16.09 The Safety Committee is also charged with reviewing the impact **of** serious communicable diseases and what assistance the Board might provide to protect employees in their specific environment.
- 16.10 On the first of June of each year the Board will issue each Repairman, Tradesman and Certified Journeyman a cheque for \$50.00 **as** a boot allowance. It is recognized that these tradespersons must purchase and wear safety-toed boots.

ARTICLE 17 – LABOUR-MANAGEMENT COMMITTEE

17.01 A Labour-Management Committee shall be set up comprised of representation of the Board and up to four (4) members of the Union.

17.02 The Labour-Management Committee's objectives shall be to discuss and attempt to settle all disagreements that may arise out of this Agreement, excepting the cases where grievance procedures have been instituted and to settle any interpretation of differences that may arise. Any matter felt to be of mutual concern may be discussed with a view to attaining amicable settlement by both parties.

17.03 Meetings may be called by either party to be held at a time and place mutually agreed upon.

Employees will not suffer a loss of pay for attendance at such meetings and a maximum of eight (8) hours per year will be available for allocation to employees who attend on their own time.

ARTICLE 18 – GRIEVANCE PROCEDURE

18.01 Should a dispute arise between the Board and the Union and any employee or employees regarding the interpretation of or violation of the Agreement, an earnest effort shall be made to settle the dispute in the following manner:

Stage 1

The employee or employees concerned, in person, with a Union representative, shall first seek to settle the dispute with the appropriate Supervisor.

Stage 2

Failing a satisfactory settlement within forty-eight (48) working hours after the dispute was submitted under Stage 1, the employee or employees concerned, with a Union representative, may submit the dispute, which shall be stated in writing, to the Secretary-Treasurer of the Board.

Stage 3

Failing a satisfactory settlement within seventy-two (72) hours after a grievance has been submitted under Stage 2, the dispute may be submitted to the Board Committee which shall meet with the Union's representative within seven (7) days of being requested to so meet.

Stage 4

Failing a satisfactory settlement within five (5) working days after the dispute was submitted under Stage 3, the Union may, on giving five (5) days notice in writing to the Board of their intention, refer the dispute to a Board of Arbitration.

18.02 **If** a dispute is not submitted within forty (40) calendar days after the occurrence of the act or decision giving rise to the dispute, then the dispute shall be deemed to be abandoned and all rights of recourse to the grievance procedure shall be at an end. Saturdays, Sundays and Statutory Holidays shall not be counted in determining the time within which any action must be taken under Stage 1.

18.03 The Board shall have the right to submit in writing any dispute regarding the interpretation of or violation of this Agreement to the Executive Board of the Union. Failing a satisfactory settlement within eight (8) days of the submission, the Board may, upon giving five (5) days notice in writing to the Union of their intention, refer the dispute to the Board of Arbitration instituted in accordance with this Article.

- 18.04 All grievances beyond Stage 1 will be submitted and answered in writing.
- 18.05 Policy grievances will be initiated at Stage 2 of this procedure.

ARTICLE 19 – ARBITRATION

- 19.01 If the parties mutually agree, the provisions of Section 105 of the Labour Relations Code (Consensual mediation-arbitration) may be invoked instead of the arbitration process contained in this article.
- 19.02 Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, Mr. Ready, or a substitute agreed to by the parties, shall at the request of either party:
- (i) investigate the difference;
 - (ii) define the issues in the differences; and
 - (iii) make written binding decision to resolve the difference within five (5) days of the date of receipt of the request and for those five (5) days from that date, time does not run in respect of the grievance procedure.
- 19.03 Selection of the Section II2 officer for the first arbitration shall be by selection in alphabetical order until ~~an~~ available arbitrator is found; for the selection of an arbitrator for the next arbitration, selection shall commence with the next name in alphabetical sequence and so on in like order.
- 19.04 **An** officer named in accordance with this clause shall be governed by the provisions of this Agreement and shall not have the right to add to, delete from, to change, or make any decision inconsistent with the provisions of this Agreement. The decision of the officer shall be final and binding on both parties.
- 19.05 Except where specifically provided otherwise by statute, the parties agree to abide by the provisions **of** Articles 18 and 19 **as** the only means of resolving any differences which may arise during the term of this Agreement. All employees except those discharged or suspended shall continue to work **as** usual without curtailment or restriction of normal production, and the company shall not lock out the employees.
- 19.06 Each party shall pay all expenses incurred in connection with the presentation and preparation of its own case. Chairman's expenses shall be shared equally.

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

19.08 The procedure for settling disputes as set out in this Article shall be strictly adhered to, but where a dispute involving a question of general application or interpretation occurs, the Board and the Union may agree to by-pass Stages 1 and 2 of Article 18.01. The time limitations set out in this Article may be extended by mutual agreement of the parties.

ARTICLE 20 – VISUAL DISPLAY TERMINALS

- 20.01 Union and Management recognize the emergence of the use of V.D.T.'s. They further agree that there is ongoing investigations concerning possible radiation health hazards to those operating such terminals. Union and Management therefore agree, through the Safety Committee of each School District, to monitor investigations and recommend implementation **of** regulations **as** they become **law**.
- 20.02 The parties agree to jointly investigate suggestions arising out of such investigations concerning “comfort items”.

ARTICLE 21 – SEXUAL HARASSMENT AND DISCRIMINATION

- 21.01 The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment. Therefore, the Union and the Employer agree to cooperate in resolving any complaints of sexual harassment which may arise in the work place.
- 21.02 An employee may initiate a grievance under this clause at any step of the grievance procedure. Grievances under this clause will be handled with all possible confidentiality and dispatch.
- 21.03 The employer and its employees 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, lay-off, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, or marital status, nor by reason of his membership in a Labour Union, and the employees shall at all times and in like manner act in good faith toward the employer.

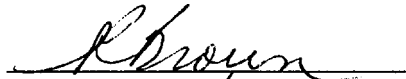
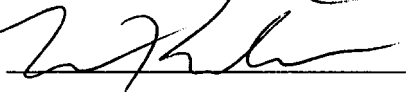
ARTICLE 22 – TERM OF AGREEMENT

22.01 This Agreement shall remain in effect commencing January 1, 1996, A.D. through the period ending December 31, 1998, A.D., but shall not terminate at the expiration of that period unless notice in writing of the termination has been given by one party to the other party not more than four (4) months nor less than two (2) months immediately preceding December 31, 1998. If no such notice is given, this Agreement shall remain in effect from year to year until termination by either party **upon** notice in writing not more than four (4) months nor less than two (2) months immediately preceding the 31st day of December in any one year. Either party may, within the period of four (4) months immediately preceding the date of expiry of this Agreement by notice, require the other party to the Agreement to commence collective bargaining.


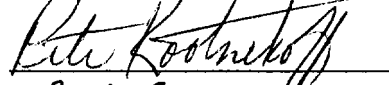
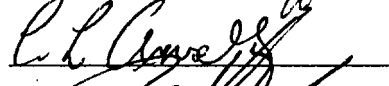
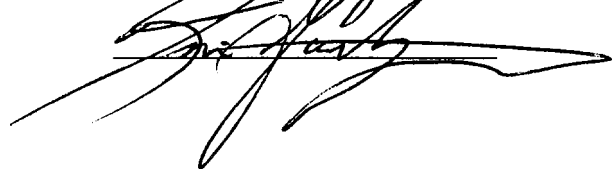
IN WITNESS WHEREOF both parties hereto have executed this Agreement.

SIGNED this 22 day of November, 2000.

FOR THE BOARD

FOR THE UNION

**SCHOOL DISTRICT NO. 51 (BOUNDARY)
SCHEDULE "A"**

CLASSIFICATION	RATE EFFECTIVE SEPTEMBER 1, 1997
Crossing Guard	\$14.42
Custodian Library Clerk Library Aide	\$17.98
Teacher Aide Special Aide	\$18.56
General Maintenance	\$18.11
Repairman Groundsman	\$19.21
Tradesman 1 st Class	\$20.11
Bus Driver	\$20.40
Journeyman Tradesman	\$24.25
Student Supervisors	\$12.23
Contact Person	\$16.94
Secretary-In-Charge- Secondary	\$19.55
Secretary - Elementary	\$18.56
Clerk Typist	\$17.98
Cafeteria Worker	\$12.40

PAY EQUITY

No.	Description	Current Rate	Target Rate	Interim Rate Jul-1-98	2 nd Interim Rate Jul-1-99	3 rd Interim Rate Jul -1-00
103	Student Supervisor	\$12.23	\$14.42	\$13.09	\$13.77	\$14.37
108D	Cafeteria Worker	\$12.40	\$16.98	\$14.19	\$15.63	\$16.88
104 ETC.	Teacher/Special Aide	\$18.56	\$19.45	\$18.91	\$19.19	\$19.43
211	Secretary in Charge Elementary	\$18.56	\$20.40	\$19.28	\$19.86	\$20.36
208	Secretary in Charge Secondary	\$19.55	\$21.79	\$20.43	\$21.13	\$21.74

NOTES ON SCHEDULE "A"

1. Custodian of a one-man school shall receive twenty-one cents (**\$.21**) per hour in addition to his regular rate of pay.
2. Chief Custodian in charge of one or more persons in a school shall receive twenty-one cents (**\$.21**) per hour and nine cents (**\$.09**) per hour for each person under his charge, in addition to his regular rate of pay.

Note: **A** Chief Custodian must be designated by the Maintenance Supervisor or his assistant.

3. Rates of Leadperson: **A** Leadperson shall receive not less than ten percent (10%) above the highest rated classification under their supervision. **A** Leadperson must be designated by the Maintenance Supervisor or his assistant. However, an employee shall not be considered as being responsible for persons working with him unless **he** is designated **as** the Leadperson.
4. Repairman will be paid at the Journeyman rate while employed on construction **work** if they possess the relevant trades qualification certificate.
5. Minimum of four **(4)** hours per day.

SCHOOL DISTRICT NO. 51 (BOUNDARY)

SCHEDULE "B"

Hours of Work

School Periods

Custodian

Monday to Friday -- eight (8) consecutive hours

Groundsman
Repairman

Monday to Friday -- eight and one-half (8 ½)
consecutive hours (includes ½ hour lunch period)

School Holiday Periods

Custodian
Groundsman
Repairman

Monday to Friday -- eight and one-half (8 ½)
consecutive hours (includes ½ hour lunch period)

SCHOOL DISTRICT NO. 51 (BOUNDARY)

SCHEDULE "C"

Job Classifications

Employees shall be classified as follows:

Custodian

Those employees engaged in general cleaning and minor repairing of school buildings.

Groundsman

Those employees engaged in landscaping, grounds maintenance, grounds equipment maintenance, and as required, doing general maintenance, construction and decorative work.

Repairman

Those employees who are performing skilled maintenance construction and decorative work.

SCHOOL DISTRICT NO. 51 (BOUNDARY)

APPENDIX "A"

Bus Driver Administrative Policy

1. The minimum trip payment for all extra-curricular trips shall be two (2) hours at the bus driver straight time rate.
2. After completion of every four (4) hour period, bus drivers will receive meal allowances as follows:

	<u>Jan. 1/94</u>
12:01 A.M. – 11:00 A.M.	\$ 8.00
11:01 A.M. – 5:00 P.M.	\$11.00
5:01 P.M. 12:00 A.M.	\$18.00

For trips that are sixteen (16) hours or more in length then a \$43.00 for January 1/94 per diem will be paid.
3. Night rest periods shall be deemed to be eight (8) hours and will not be used in the calculation of waiting time, working time meal allowances or calculation of a full working day.
4. Time calculation for wage payment will be from point of departure (bus garage or from permanent location of the Christina Lake bus) to return of bus to garage and servicing of bus to operational condition. Up to a maximum of one (1) hour will be paid to put bus in operational condition.

Note that time calculation for trips from Christina Lake is specified in Appendix "B", No. 6.
5. A room will be provided for any trip that exceeds twelve (12) hours.
6. A driver will be supplied with a room for all overnight trips.
7. A full day waiting time will be paid at regular rates for the full working day.
8. Overtime will be paid after eight (8) hours per day or after forty (40) hours per week. Waiting time will be paid at straight time and not calculated in hours worked for overtime purposes except that overtime occasioned by emergency conditions (vehicle breakdown, weather and road conditions) will be paid after the expiry of normal working hours per day and after eight (8) hours per day on extra-curricular trips.
9. Bus drivers driving extra-curricular trips will be paid their vacation pay at their current percentage on the earnings for each trip on the next closest payday.

SCHOOL DISTRICT NO. 51 (BOUNDARY)

APPENDIX "B"

(Applicable to Grand Forks geographical area)

1. It was agreed that the following terms would apply to the administration and payment of curricular and extra-curricular bus trips for bus drivers in addition to the terms of the Bus Driver Administrative Policy as stated in the current C.U.P.E. Local 2098 Collective Agreement.
2. Curricular and extra-curricular trips will be posted in advance. Minimum notice will be twenty-four (**24**) hours and may be given by telephone to the bus garage. If the driver who is next on the extra-curricular board chooses to take a trip when less than twenty-four (**24**) hours notice has been given he may do so. If he does not wish to take the trip he shall maintain his place on the Trip Board and the trip will then be considered **as** an emergency trip and will be offered to each of the other drivers on a seniority basis.
3. On September 1 of each year drivers who elect will be listed on the extra-curricular trip primary and secondary boards on a seniority basis. Drivers on the primary board will then be approached to drive on a rotation basis.
4. When a driver on the primary board does not take a trip it goes to the first driver on the secondary board. **As** a driver on the secondary board takes, or for any reason does not take a trip, his name goes to the bottom of the board.
5. The original driver approached, barring sickness or approved leave of absence, must take the trip if no other driver wants it. If he still refuses, he is stricken from the boards for the duration of the school year.
6. All extra-curricular trips from Christina Lake will follow the procedure **as** laid out in this Appendix provided the Board is not required to pay time on mileage to and/or from the Lake for the driver to pick up or deliver the bus. This item will not apply if the driver on the Christina Lake run is not available for extra-curricular trips.
7. Regular drivers shall be eligible for curricular and extra-curricular trips only if there is no extra cost to the Board. If the Board is required to bring in a spare driver for either **an A.M. or P.M.** regular run in order that a regular driver can take a trip, the regular driver is not eligible. The regular driver does, however, have the option of not driving his regular run for the complete day and taking the extra-curricular trip.

Where a regular driver decides to take a trip under this clause, he shall be guaranteed a minimum of his normal shift hours.

SCHOOL DISTRICT NO. 51 (BOUNDARY)

APPENDIX "C"

Mini Bus

That the Mini **Bus** will not be included as bargaining unit work until such time that the School Board owns the bus. At that time the servicing and driving will be the work of the bargaining unit.

LETTER OF UNDERSTANDING NO. 1

BETWEEN The Board of School Trustees, School District No. 51 (Boundary)

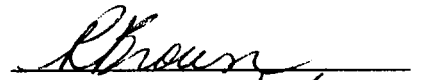
AND The Canadian Union of Public Employees,
Local 2098, Boundary Schools


The parties agree to change vacation entitlement from a June 30th cut-off to employment anniversary dates. This transition will take place effective July 1, 1992. Employees whose anniversary dates fall between January 1 and June 30 will move to anniversary dates in 1993 on a pro-rata basis and those whose anniversary dates in 1992 on a pro-rata basis.

The parties agree to meet to discuss the implementation.

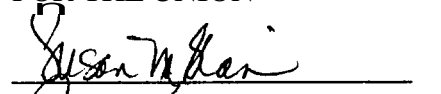
SIGNED at Grand Forks, British Columbia this 22 day of November, 2000


FOR THE BOARD







FOR THE UNION









LETTER OF UNDERSTANDING NO. 2

BETWEEN The Board of School Trustees, School District No. 51 (Boundary)

AND The Canadian Union of Public Employees,
Local 2098, Boundary Schools

Dual Roles: Two posted positions

Dual Roles

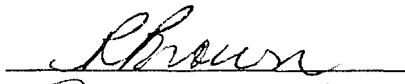
A dual role position involves work from two classifications being posted as one job. In all dual role positions, the highest rate of pay shall prevail. Dual role positions will not be spread over more than eight (8) hours work in ten (10) hours.


Two Posted Positions

1. An employee holding two part-time posted positions shall receive the separate rates of pay.
2. An employee holding two posted positions will not exceed 8 hours work within a 12 hour period.
3. In the event of a reduction in hours of 12% or more or elimination of a job the employee will be allowed to bump if his primary position is affected. Primary position means
 - a) job with the most hours; or
 - b) the first job held if the hours are equal

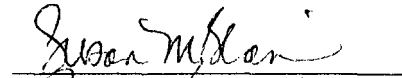
SIGNED at Grand Forks, British Columbia this 22 day of November, 2000


FOR THE BOARD

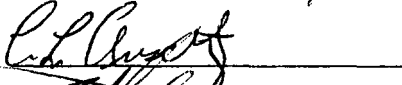




FOR THE UNION







LETTER OF UNDERSTANDING NO. 3

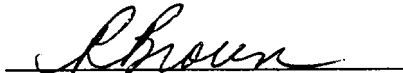
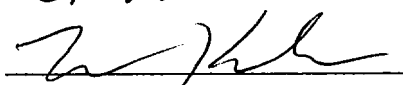
BETWEEN The Board of School Trustees, School District No. 51 (Boundary)

AND The Canadian Union of Public Employees,
Local 2098, Boundary Schools


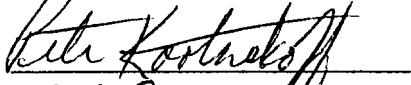
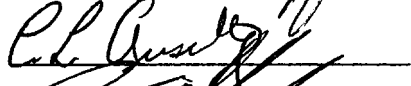

It is hereby agreed that when Schedule "A" classifications, bus drivers and crossing guards, report ill solely for a morning, noon or afternoon shift, the Board, where possible, shall rather than call a spare employee, cover the shift with existing qualified, regular, full-time staff,

SIGNED at Grand Forks, British Columbia this 22 day of November, 2000

FOR THE BOARD

FOR THE UNION

LETTER OF UNDERSTANDING NO. 4

BETWEEN The Board of School Trustees, School District No. 51 (Boundary)

AND The Canadian Union of Public Employees,
 Local 2098, Boundary Schools

CASUAL CALL-OUT PROCEDURE

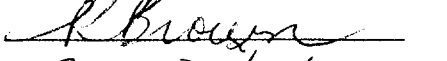
Applicable in the Grand Forks geographical area

1. Call-out list is established from suitable candidates by management every September.
2. Supervisory staff will call the top three (3) casuals on the list, on a rotation basis, until one of the three reaches thirty (30) shifts. The first one to reach thirty (30) shifts will become No.1 casual, the second one No.2, etc.
3. It should be understood that once a call is made to the casual who is next in line, e.g. No. 1 and that casual does not answer the phone or is not willing to take on the job assignment, that the Supervisor or his delegate will call the next one on the list, e.g. No.2, No.3, etc.
4. It is therefore in the best interest to the casual to make himself available for work otherwise he not only loses his turn but eventually will be removed from the casual call out list.
5. Casual No. 4 and up will only be called if none of the first three are available and cannot be reached.
6. If, after a number of shifts worked by casuals, the Supervisor is not satisfied with the work performance, the Supervisor will inform the casual that his name will be removed from the list.
7. Once a casual has accepted a job assignment, he/she will remain on that assignment for the duration of the regular employee's absence for up to one week.
8. Retired employees will always be considered as casual employees.


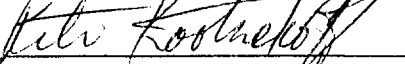

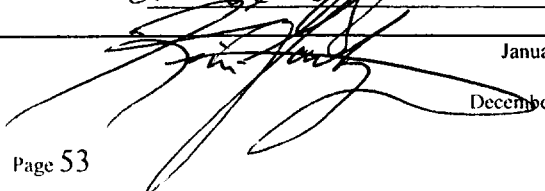
The process will be reviewed in June/92.

SIGNED at Grand Forks, British Columbia this 22 day of November, 2000

FOR THE BOARD



FOR THE UNION

LETTER OF UNDERSTANDING NO. 5

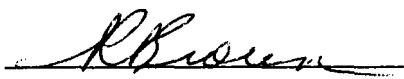

BETWEEN The Board of School Trustees, School District No. 51 (Boundary)

AND The Canadian Union of Public Employees,
Local 2098, Boundary Schools

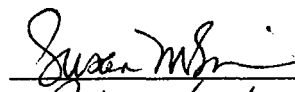
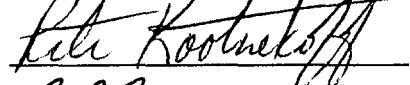


An employee who **is** a volunteer member of the Grand Forks search and rescue and who is called away from work on an emergency basis in the Grand Forks, Boundary area shall not suffer a loss of pay or benefits resulting from his volunteer duties to a maximum of two days per occurrence. Any further leave will be without pay and will be at the discretion of School District No. 51 (Boundary) administration. Such leave will only be granted subject to the operational requirements of the district being met.

SIGNED at Grand Forks, British Columbia this 22 day of November, 2000.

FOR **THE BOARD**

FOR THE UNION

LETTER OF UNDERSTANDING NO. 6

BETWEEN The Board of School Trustees, School District No. 51 (Boundary)

AND The Canadian Union of Public Employees,
 Local 2098, Boundary Schools

It is hereby agreed between the two parties that each custodial vacancy shall be filled by a spare for the first ten (10) shifts. The work will then be offered to the regular Crossing Guard at the end of those ten (10) shifts providing that the Crossing Guard has the qualifications, acceptable to the Board to perform custodial duties.

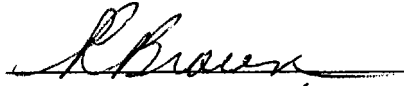
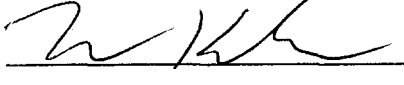

AMALGAMATION AGREEMENT:

Applicable only to Ann Brooks

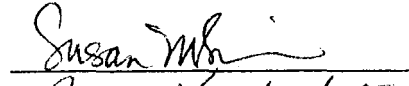

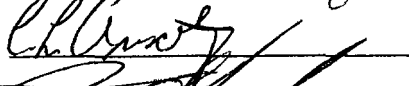
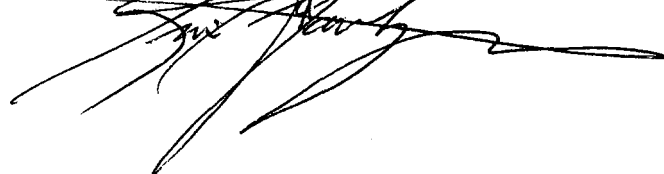
Until such time as she obtains a regular job other than Crossing Guard or leaves the Board's employment.

SIGNED at Grand Forks, British Columbia this 22 day of November, 2000.

FOR THE BOARD

FOR THE UNION

LETTER OF UNDERSTANDING NO. 7

BETWEEN The Board of School Trustees, School District No. 51 (Boundary)

AND The Canadian Union of Public Employees,
Local 2098, Boundary Schools

Issues Arising from the Consolidation of the Bargaining Units Agreement

This letter is to confirm agreement on the following:

1. That the following employees of the former School District No. 13 (Kettle Valley) have elected under Section 6 of the Memorandum of Agreement - Consolidation of the Bargaining Units to retain their severance entitlement under the School District No. 13 contract:

Monica Stewart	Linda Demchuk
Joan Bryan	Hiromi Izuka
Eleanor Delisle	Bonnie Kelly
Ivy Delisle	Chris Anshetz
Darlene Preston	Sylvia Price
Gwen Barnes	Irene Terada
Norah Harfman	Jack Rush
Judy Wright	

2. That the above employees will be paid the Grand Forks rate of pay less the following hourly differentials:

Crossing Guard	\$2.52
Clerk Typist	1.04
Custodian	1.03
Library Aide	2.24
General Maintenance	1.16
Teacher Aide	2.57
Groundsman	2.25
Bus Driver	0.24
Secretary in Charge Secondary	0.31
Journeyman Tradesman	1.62

MEMORANDUM OF AGREEMENT

Page 1

BETWEEN: The Board of School Trustees
School District No. 51 (Boundary)

AND: Canadian Union of Public Employees
Local 523

AND: Canadian Union of Public Employees
Local 2098

SUBJECT: CONSOLIDATION OF THE BARGAINING UNITS

On December 2, 1996, School District No. 13 (Kettle Valley) amalgamated with School District No.12. (Grand Forks) to form School District No. 51 (Boundary).

On a without prejudice basis, the parties agree to request of the British Columbia Labour Relations Board implementation of the applications (Section 35 and 37) for the consolidation of the bargaining units which are currently covered under the certificate of Bargaining Authority covering employees of School District No.12 (Grand Forks) who are members of the CUPE Local 2098, and employees of School District No.13 (Kettle Valley) who are members of CUPE Local 523 under the following terms and conditions:

1. The consolidation of the bargaining units shall take effect as soon as practicable after the signing of the Memorandum of Agreement.

For the purpose of computation under the terms of this Memorandum October 1, 1998 will be established as the date of consolidation.

2. The employees employed by the former School District No.13 (Kettle Valley) who are currently members of CUPE Local 523 will consolidate with the employees employed by the former School District No.12 (Grand Forks) who are currently members of CUPE Local 2098.
3. The terms and conditions of employment currently in place for former employees of School District No.12 (Grand Forks) will remain in full force and effect and the current employees of the former School District No.13 (Kettle Valley) will now be covered under all the terms and conditions of employment that are in existence for former School District No. 12 (Grand Forks) employees except as amended herein.

4. Sick Leave

- a. The parties will calculate for all of the employees of School District No.13 (Kettle Valley), the amount of sick leave credits which they would have accumulated under the Collective Agreement of School District No.12 (Grand Forks) from June 30, 1987 until the date of consolidation of the bargaining units.
- b. Then for each employee of School District No.13 (Kettle Valley), the parties will calculate the sick leave usage from June 30, 1987 until the date of consolidation of the bargaining units.
- c. On the date of consolidation of the bargaining units, these employees will be credited with an amount of sick leave credits which will be equivalent to the amount of sick leave credits each employee would have earned under the Collective Agreement of School District No.12 between June 30, 1987 and the date of consolidation plus any credits remaining from the June 30, 1987 bank minus the amount of sick leave credits each employee would have utilized between June 30, 1987 and the date of consolidation. **This amount shall not exceed 180 days of sick leave.**
- d. The employees may utilize these sick leave credits under the Collective Agreement of School District No.12 (Grand Forks); however, these sick leave credits will not be eligible or apply to the 40% sick leave pay-out stipulated in Clause 10.05 of School District No.12 (Grand Forks) Collective Agreement which expired on December 31, 1995.
- e. On the date of consolidation, these employees will fall under the sick leave provisions of the Collective Agreement of School District No.12 (Grand Forks) and any sick leave credits earned after this date, remaining and which meet the requirements of Clause 10.05 of the Collective Agreement of School District No.12 (Grand Forks) shall be eligible for the pay-out under Clause 10.05.
- f. Sick leave credits earned after the consolidation of the bargaining units shall replace the sick leave credits which are not eligible for sick leave pay-out and shall be applied to the section of sick leave credits eligible for pay-out purposes under Clause 10.05 to a maximum number of 180 credits.
- g. In addition to the above, existing regular employees except Noon Hour Supervisors, Crossing Guards and Contact Person, with 3 years or less employment will be granted access to a sick leave bank of up to 54 days under the following conditions:
 - (i) Access to this sick leave bank will be reduced by 1.5 days per month of service, i.e., on the date of consolidation, an employee with 1 years service would have access to a maximum of 36 days of sick leave. After the date of consolidation, access to this sick leave bank shall be further reduced by 1.5 days per month until access reaches zero.
 - (ii) It is expected that such employees will utilize Employment Insurance sick leave benefits prior to accessing this sick leave bank.
 - (iii) Application for usage of this bank will be forwarded to a joint committee of Union and Management for prior approval.

5. Benefit Carrier

On October 1, 1998 or as soon thereafter as it can be arranged with the benefit providers, the benefit plans (except EAP) which the employees of School District No.13 (Kettle Valley) are currently covered under will cease and these employees will then be covered by the benefit plans of School District No. 12 (Grand Forks). These arrangements and change over will have to be confirmed with the benefit providers. The parties will then review the School District No.13 (Kettle Valley) EAP and determine if coverage will change. The premium percentages will change on October 1, 1998.

6. Severance

Each of the employees listed on Appendix A attached hereto shall have the option to retain the benefits of their severance entitlement under the present CUPE 523 contract on the terms set out below.

This option will expire on September 1, 1998. To elect this option each employee must notify the employer in writing at P.O. Box 640, Grand Forks BC V0H 1H0 prior to September 1, 1998. Any employee who does not exercise this option will be covered by the applicable terms and conditions of the Collective Agreement with CUPE Local 2098.

Option Terms

1. The provisions of Article 30 (d) of the Kettle Valley CUPE contract shall continue to apply to the employee.
2. Article 10.05 of the ~~Grand Forks~~ CUPE contract shall not apply to the employee.
3. The employee will not move to the wage rate under the Grand Forks CUPE contract. The employee will receive all further raises negotiated between the Employer and CUPE but they will be based on the employee's present wage rate provided that the rate is not red-circled under paragraph 7 (c).

7. Wages

a) The employees of School District No.13 (Kettle Valley) shall each receive the same wage rate of the same classification of employees of School District No. 12 (Grand Forks) effective October 1, 1998.

b) The following hourly rates are established for the applicable classifications:

(1) Noon Hour Supervisors	12.11
(2) Secretary in Charge Secondary (Irene Terada)	19.36
(3) Secretary Elementary	18.38
Joan Grigsby	
Bonnie Kelly	
(4) Clerk Typist	17.80
Susan Baird	
Velma Greenall	
(5) Crossing Guard	14.28

- c) The following employees whose hourly rate of pay would decrease as a result of the consolidation of the bargaining units shall remain at their rate which shall be frozen. Such employees shall not receive raises until increases in the new district's equivalent classification equals the red-circled rate. If the employee leaves the existing classification (other than through layoff or bumping) the employee will not receive the red-circled rate if he returns to this former position.

Wayne Durban	\$22.39
Dean Higashi	\$22.39
Joan Grigsby	\$18.54
Bonnie Kelly	\$18.54
Marie Kreuzer	\$15.15
Catherine Sanders	\$15.15
Monica Stewart	\$15.15
Tracy Anutooshkin	\$15.15
Marlene Dunsdon	\$15.15
Sherri Dutz	\$15.15
Marilyn Rose	\$15.15
Nelda Keast	\$15.15
Louise LaBounty	\$15.15
Joan Bryan	\$15.15
Eleanor Delisle	\$15.15
Thelma Babet	\$15.15
Cathy Manning	\$15.15
Doreen Gardner	\$15.15

8. The attached Letter of Understanding #1 shall apply to supervisors, crossing guards and the contact person. In recognition of the rights of the regular crossing guard Ann Brooks arising from the Letter of understanding in the Grand Forks contract at p.100 attached as Letter of Understanding #2 that letter shall remain until and only until Ann Brooks obtains a regular job other than crossing guard or leaves the Board's employment.

9. Pursuant to Article 1.02(3) the parties agree the geographical areas shall be:

- (a) Kettle Valley - the former area of School District No. 13
- (b) Grand Forks - the former area of School District No. 12

10. The following shall apply to the call out of casuals in the Kettle Valley area:

- a. The existing practices shall continue
- b. The following shall not apply:
 - (i) The Letter of Understanding re Casual Call Out procedure (page 101)
 - (ii) Appendix B
 - (iii) Payment of overtime to casuals working Saturday and Sunday unless it is for more than 8 hours in a day or 40 hours in that week.

11. The employees of former School District No. 13 will carry their seniority date with them and be placed in the applicable position on the School District No. 12 seniority list (dovetailing of seniority). Any seniority disputes shall be resolved by the parties.
12. The date of changing the vacation entitlement date pursuant to Letter of Understanding (page 44) for employees of School District No. 13 shall be:
 - a. July 1, 1998 for all employees
13. Should there be a provincial package pertaining to consolidation/amalgamation to which the CUPE employees would have qualified, the parties will meet and ensure that the membership does not forego the benefits of this package which they could have taken advantage of had they not signed this memorandum of settlement.

DATED AT Grand Forks, this 15 day of July, 1998.

FOR THE EMPLOYER:

Woody Kehler

John Greaves

FOR THE UNION:

Chris L. Anshetz

Pete Kootnekoff

Edward Haggan

Irene Terada
Velma Greenall
Jack Rush
Monica Stewart
Eleanor DeLisle
Joan Grigsby
Ivy DeLisle
Judy Wright
Sylvia Price
Darlene Preston
Gwen Barnes
Joan Bryan
Clare Folvik
Chris Anshetz
Bonnie Kelly
Susan Baird
Linda Demchuk
Norah Harfman
Heather Baker
Nadine Gill
Lil Osellame
Hiromi Izuka

The parties agree as follows:

Supervisors, Crossing Guards and Contact Person

1. That the terms and conditions of the present C.U.P.E. contract apply to the above except as hereinafter amended:
2.
 - a) Seniority for regular Supervisors, Crossing Guards and Contact Person is applied on a Supervisor/Crossing Guard/Contact Person classification only basis. Seniority shall be accumulated in hours and be effective from the date of employment and/or September 1, 1989, whichever last occurred and maintained as a separate list.
 - b) Temporary Supervisors, Crossing Guards and/or Contact Person 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 above classification
 - d) Seniority accumulated as a Supervisor/Crossing Guard and/or Contact Person 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.
 - e) When a Supervisor/Crossing Guard and/or Contact Person **is** the successful applicant to a regular position, their seniority within this 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.
3. Regular employees who are successful applicants for the position of Supervisor/Crossing Guard and/or Contact Person 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.
4. It is recognized that teachers and administrative officers may also provide supervision pursuant to the School Act.

LETTER OF UNDERSTANDING # 2

BETWEEN: The Board of School Trustees, School District No. 12 (Grand Forks)

AND: The Canadian Union of Public Employees, Local 2098, Grand Forks

It is hereby agreed between the two parties that each custodial vacancy shall be filled by a spare for the first ten (10) shifts. The work will then be offered to the regular Crossing Guard at the end of those ten (10) shifts providing that the Crossing Guard has the qualifications, acceptable to the Board to perform custodial duties.

FOR THE BOARD

FOR THE UNION

John Greaves

P. Kootnekoff

Woody Kehler

DATE: June 7/95