

MASTER AGREEMENT

BETWEEN:

THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 4 (WINDERMERE)

hereinafter called the "Board"  
PARTY OF THE FIRST PART

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1556

hereinafter called the "Union"  
PARTY OF THE SECOND PART

WHEREAS it is the desire of both parties to this Agreement:

1. To promote the harmonious relations and settle conditions of employment between the Board and the Union.
2. To recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, etc.
3. To encourage efficiency in operation.
4. To promote the morale, well-being and security of all the employees in the bargaining unit of the union.

AND WHEREAS it is desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement.

NOW, THEREFORE, the parties agree as follows:

**ARTICLE I - UNION RECOGNITION**

**Section 1 - Bargaining Authority**

School District No. 4 (Windermere) and the Canadian Union of Public Employees Local 1556 mutually recognize each other as the exclusive representatives 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 certified by the Labour Relations Board, as long as the Union retains its rights to conduct collective bargaining on behalf of such employees under provisions

of the Labour Relations Code excepting those having authority to hire or discharge employees and those employed in a confidential capacity.

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

- (a) Comptroller
- (b) Two Confidential Stenographers
- (c) Administrative Office Coordinator
- (d) Operations Supervisor

#### **Section 2 - Employee Status**

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

#### **Section 3 - No Other Agreement**

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

#### **Section 4 - Board Decision**

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

#### **Section 5 No Discrimination**

The Board agrees that there shall be no discrimination exercised or practised with respect to any employee by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, sex, marital or parental status, family relationship, place of residence, physical or mental disability, nor by reason of his membership or activity in the Union or any other reason.

The Board and Union shall comply in all respects to those provisions outlined in the Human Rights Act of British Columbia.

### **ARTICLE II - BOARD'S RIGHTS**

#### **Section 1 - Management and Direction**

The Union recognizes the 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 to be communicated in writing to the Union. The Board shall exercise its rights in a fair and equitable manner.

#### **Section 2 - Hiring and Discipline**

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

#### **Section 3 - Letter of Discipline**

A written evaluation of the employee and the relationship to the incident will be provided to an employee of the Board who has been in receipt of a letter of discipline within twelve (12) months of the issuance of such a letter.

The Board shall remove a letter of discipline from an employee's file if this written evaluation is satisfactory.

#### **Section 4 - Bargaining Unit Work**

No person outside the bargaining unit will perform the work of the bargaining unit except in cases mutually agreed upon or in case of emergency.

#### **Section 5 - Volunteers**

No bargaining unit member shall be laid off, replaced or have their regular hours reduced as a result of work performed by volunteers. Volunteers shall be supplementary to the employees in the bargaining unit. Any significant change in the extent and use of volunteers will be mutually agreed to prior to implementation. Such agreement shall not be unreasonably withheld by either party.

#### **Section 6 - Sub-Contracting**

No employee of the Board shall lose their job or suffer reduction of their regular hours as a result of the Board contracting out any School Board work. The Board agrees that any work or services presently performed by the bargaining unit shall not be contracted out, except in cases of emergency or when no bargaining unit employee is available. This may be varied subject to mutual agreement between the parties.

### **ARTICLE III - UNION SECURITY AND CHECK-OFF**

#### **Section 1 - Union Membership**

The Board agrees that any present employee who, at the date of this Agreement, is a member of this Union, or any employee who hereafter during the life of this Agreement, becomes a member or who is reinstated as a member, shall as a condition of continued employment, maintain membership in good standing for the duration of this Agreement. All new employees shall, as a condition of employment, become members of the Union in good standing in accordance with the Constitution and By-laws of the Union.

#### **Section 2 - New Employees Contacting Union Representative**

On commencing employment, the employee shall be advised to contact their designated Union representative.

#### **Section 3 - Check-Off**

The Board shall, during the life of this Agreement, deduct as a condition of employment, all Union dues, initiation fees, or a sum equivalent to dues as set by the Union from time to time, from the pay due each calendar month to each employee, and remit the same to the Financial Secretary of the Union not later than the 15th of the month following that in which such deductions are made.

#### **Section 4 - Dues Notification**

The Board will, at the time of making such remittances, enclose a list of employees from whose earnings such deductions are made.

#### **Section 5 - New Employees - Dues Deductions**

In the case of a new employee, the dues deductions shall be made from his earnings covering the end of the month pay period.

#### **Section 6 - Union Membership Voting Rights**

Every employee of the Board bound by the terms of this Collective Agreement, and from whose earnings the Board is obliged to deduct Union dues, or a sum equivalent, under the Article, shall have the right to vote as if a member of the Union in good standing, with references to ratification of Collective Bargaining Agreements.

#### **Section 7 - Financial Responsibility**

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 an employee, unless there are sufficient unpaid earnings of that employee in the Board's hands.

#### **Section 8 - Right to Have a Steward Present**

Notwithstanding the rights of a supervisor to supervise, evaluate and discipline employees, an employee may, at his discretion, request the attendance of his shop steward at any investigative discussion between the employee and his supervisor which may result in discipline or at any meeting during which an employee will be disciplined. In either event an employee may request at any time during such discussions that further discussion be postponed until he can arrange for his shop steward to be present, provided this does not result in undue delay.

#### **Section 9 - Access to Personnel File**

- (a) Any employee may review his/her personnel file at any time and may copy any documents therein, provided:
  - i. advance notice has been given to the Secretary Treasurer or designate;
  - ii. the Secretary Treasurer or designate is present during the review;
  - iii. no material can be removed from the file.
- (b) The employee may respond in writing to any document and such reply shall become part of his personnel file for the life of the documents.
- (c) There shall be only one personnel file for each employee maintained at the District Administration Office.

### **ARTICLE IV- UNION AND BOARD RESPONSIBILITY**

#### **Section 1 - Union Responsibility - Work Stoppages/Board Responsibility - Lockouts**

The Union agrees that neither it, nor any of its representatives nor any employees, shall in any way encourage, authorize, or participate in any strike, walkout, or suspension of work on the part of any employee or group of employees, and that at all times its members shall, under the direction of the Board, maintain all essential services in connection with the Board for proper operation of the schools during the life of the Agreement, and the Board agrees there shall be no lockout of the members of the Union during the life of the Agreement.

#### **Section 2 - Legal Strike or Picket**

In the event that any other employees of the Board engage in a legal strike and place or maintain pickets at the Board's premises, then any refusal to work or failure to cross the picket line by the members of this Union shall not be considered a violation of this Agreement. This provision shall be inapplicable to any employee in respect to his refusal to work or to cross a picket line if permitted to do so by the striking Union.

### **ARTICLE V - HOURS OF WORK**

#### **Section 1 - Work Schedule**

The Board agrees, in consultation with the Union, to set forth a working schedule and hours of work of each employee, hereinafter referred to as a "Work Schedule", which shall be attached to this Agreement.

The regular work week together with the hours of work may be varied by mutual agreement between the Board and the Union as may be required by conditions throughout the School District.

#### **Section 2 - Operations Staff (Wage Schedule A)**

The regular work week for all operations staff (custodial, maintenance and transportation) shall consist of five (5) consecutive working days of eight (8) hours each from Monday to Friday, excepting where shift work or weekend work is required by virtue of winter heating the work week shall consist of five (5) consecutive days per week of eight (8) hours each in a schedule mutually agreed upon by the Board and the Union.

Maintenance work on out-of-town schools shall start at the maintenance shop and end at the regular quitting time at the maintenance shop.

#### **Section 3 - Clerical and Non-Teaching Staff (Wage Schedule B)**

The regular work week of all clerical and non-teaching staff shall consist of five (5) consecutive work days of seven (7) hours each from Monday to Friday inclusive.

#### **Section 4 - Rest Periods**

All employees shall be permitted a fifteen (15) minute rest period both in the first half and the second half of a shift to be taken on the premises at a designated time. This is applicable to employees working for four (4) or more consecutive hours per day or in the case of a clerical and non-teaching staff working a full consecutive half shift or more.

#### **Section 5 - Meal Allowance**

Employees required to work more than six and one-half (6-1/2) consecutive hours in any day shall be provided with a meal by the Board to a maximum of \$10.00.

### **ARTICLE VI - WAGES**

#### **Section 1 - Pay Days**

The Board shall pay salaries and wages twice monthly. The mid-month advance on the twentieth (or Friday prior) and the end of the month pay on the fifth of the following month (or Friday prior), in accordance with the wage schedules attached hereto and forming part of this Agreement. Employees shall be classified as per wage schedules attached hereto and forming part of this Agreement.

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

When duties in any classification are substantially changed or when a new position is created as a result of a recommendation from the Joint Job Equity Committee, the rate of pay and job classification shall be subject to negotiation between the Board and the Union. If the parties are unable to agree as to the classification and/or rate of pay of the job in question, the dispute shall be submitted to Arbitration in accordance with Article XVI of this Agreement. The new rate shall become retroactive from the time the position was first filled by an employee.

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

#### **Section 3 - Where No Work is Available**

An employee starting work in any day and being sent home before he/she has completed four (4) hours work shall be paid for the lesser of his/her regular hours or four (4) hours at the regular rate of pay. In the event an employee reports for work but is sent home before commencing work, he/she shall be paid for the lesser of his/her regular hours or two (2) hours at regular rate, unless he/she was advised by the Board not to report to work.

#### **Section 4 - Call Out**

An employee required to work in an emergency outside his regular working hours shall be paid for a minimum of two (2) hours at his regular rate, or at time and one-half (1-1/2) for time worked, whichever is the greater and shall be paid from the time he leaves his home to report for duty until the time he arrives back upon proceeding directly from work.

#### **Section 5 - Overtime and Call-Back Time**

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

#### **Section 6 - Leadhand**

Leadhands, designated as such by the Board, and actually supervising the work of another employee working on the same shift shall receive 40 cents per hour over and above the regular rate of pay.

#### **Section 7 - Assignments and Substitutes**

An employee who is assigned to or substitutes on any job during the absence of another employee, or who performs the duties of a higher classification, shall receive the rate for the job or his regular rate whichever is the greater. When an employee is regularly assigned to a position paying a lower rate, his rate shall not be reduced for a period less than sixty (60) days in accordance with Article IV.

#### **Section 8 - Shift Differential**

##### **(a) Afternoon Shift:**

Where the majority of hours worked fall between 3:00 p.m. and 11:00 p.m. employees shall be paid a shift differential of forty (40) cents per hour for all hours worked.

##### **(b) Night Shift:**

Where the majority of hours worked fall between 11:00 p.m. to 7:00 a.m. employees shall be paid a shift differential of fifty (50) cents per hour for all hours worked.

#### **Section 9 - Industrial First Aid Certificate**

As required by the Workers' Compensation Board, employees designated by the Employer as Certified Industrial First Aid Attendants shall receive an additional allowance of fifty (50) cents per hour for all hours worked.

#### **Section 10 - Personal Automobiles**

Employees required by the Board to use their private automobiles to carry out their duties shall be paid a mileage allowance in accordance with Board policy. Employees shall not be required as a condition of employment to supply a vehicle to perform their duties. Travelling between schools shall be allowable with the provision that this is travelling done other than in the normal day to day conditions of employment in the same location.

#### **Section 11 - Job Descriptions**

The Board agrees that all new or significantly revised existing classifications will be evaluated in accordance with the Joint Board/CUPE Gender Neutral Job Evaluation Maintenance Manual. Any dispute regarding job descriptions for new classifications or revision of existing classifications or rates of pay shall be appealed as per the procedures in the Maintenance Manual.

#### **Section 12 - Job Evaluation**

The Board, in implementing the recommendations of the Joint Job Evaluation Committee, agrees that after May 31, 1995 any employee entering a classification having a lower scale shall be paid at the lower rate plus any general increase provided for in this agreement.

All existing employees at May 31, 1995 affected by the approved recommendations shall be grandfathered while in those classifications.

#### **ARTICLE VII - OVERTIME**

##### **Section 1 - Entitlement**

For all overtime work, as hereinafter defined, all employees covered by this Agreement shall be paid as follows by this Agreement. All time worked over eight (8) hours or seven (7) hours per day, or forty (40) or thirty-five (35) hours per week, whichever is applicable, Monday to Saturday inclusive, shall be paid for at time and one-half (1-1/2) the regular rate of pay for the first two (2) hours of overtime worked in any day, and at double (2) the regular rate of pay thereafter until commencement of the employee's next scheduled shift. All overtime worked on Sunday shall be paid at double (2) time for every hour worked.

##### **Section 2 - Computing Overtime Rates**

For the purpose of computing the hourly overtime rate for monthly rate employees, the monthly salary shall be divided by 174, or 152 for clerical and non-teaching staff, being the average number of working hours per month, multiplied by one and one-half (1-1/2) or double (2) time, as the case may be.

##### **Section 3 - Extended Overtime**

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

##### **Section 4 - Accumulated Compensatory Time**

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

#### **ARTICLE VIII - STATUTORY HOLIDAYS**

### **Section 1 - Entitlement**

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

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

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

- (b) New Employees:

To be eligible to receive statutory holiday pay, at their regular rate, new employees must have worked fifteen (15) days or more of continuous service.

### **Section 2 - Holiday During Vacations**

When any of the above mentioned holidays fall on an employee's scheduled day off or is observed during the employee's vacation period, the employee shall receive another day off with pay at the time mutually agreed upon between the employee and the Board.

An employee required to work on such Statutory Holiday, or day in lieu thereof as aforesaid, shall receive in addition to his regular rate of pay for that holiday, time and one-half (1-1/2) his regular rate of pay for hours worked.

### **Section 3 - Employee Working on a Holiday**

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

### **Section 4 - Illness During Vacation**

Should an employee be hospitalized during his vacation such days will be considered as sick days and taken from the employee's accumulated sick leave.

## **ARTICLE IX - VACATION ENTITLEMENT**

### **Section 1 - Vacation Entitlement**

Annual Vacation based on the employee's employment anniversary date shall be as follows:

- (a) Employees who have not completed one (1) year of service will receive one (1) work day for each completed month of service, to a maximum of ten (10) work days, if terminating prior to one (1) year of service.
- (b) Three (3) weeks after one (1) year continuous service;
- (c) Four (4) weeks after six (6) years continuous service;
- (d) Five (5) weeks after thirteen (13) years continuous service;
- (e) Six (6) weeks after twenty-two (22) years continuous service.

### **Section 2 - Part-Time Employees**

For the purpose of determining vacation entitlement or vacation pay for regular part-time employees, ten (10) months employment shall be considered to be equal to a year of service. Regular part-time employees shall receive vacation pay on the basis of 6%, 8%, 10%, or 12% of their gross earnings upon qualifying for vacation pay based on the years of service as detailed in this Article, Section 1.

The District will allow ten (10) month employees to apply for annual leave during the Christmas and Spring Breaks.

Ten (10) month employees may request, in writing, that their accrued holiday pay be paid out at a specified month-end pay period rather than on a monthly basis.

### **Section 3 - Vacation Period**

All employees shall be granted during the months of July and August at least two (2) weeks of their vacation, and as far as possible, the period preferred by the employee. By mutual agreement, vacations may be arranged in any other month of the calendar year. However, in the event of conflict of vacation date preferences, the Board will determine the choice, taking into consideration the degree of importance of each employee's service to the Board, his seniority, and the smooth operation of the school system.

### **Section 4 - Pay Procedure**

If requested, employees shall receive, on the last office day preceding commencement of their annual vacation any monies that may fall due during the period of their vacation.

### **Section 5 - Leaving Board Services**

An employee leaving the service of the Board at any time before he has taken his vacation shall be entitled to a proportion of payment of his salary or wages in lieu of such vacation. When any employee dies his estate shall be credited with the value of vacation credits owing him.

## **ARTICLE X- LEAVE OF ABSENCE**

### **Section 1 - Sick Leave**

- (a) "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.
- (b) Sick leave shall be granted to employees on a pro-rata basis on the basis of one and one-half (1-1/2) days for every month of service. In any one year, where an employee has not had sick leave or only a portion thereof, he shall be entitled to an accrual of all the unused portion of sick leave for his future benefit up to a maximum of one hundred and thirty (130) work days. A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave.
- (c) Leave without pay of one year because of illness shall be granted to an employee who does not qualify for sick leave with pay, or who is unable to return to work at the termination of the period for which sick leave with pay is granted. At the end of one year, an extension may be granted by the Board.
- (d) When an employee is granted leave of absence without pay for any reason, or is laid off on account of lack of work and returned to the service of the Board upon expiration of such leave of absence, he shall not receive sick leave credit for the period of such absence, but shall retain his cumulative credit, if any, existing at the time of such leave or lay-off.
- (e) All employees shall be covered by the Workers' Compensation Act. No employee shall have his employment terminated as a result of absence from work with a compensation accident. Pending settlement of the insurable claim the employee shall continue to accrue seniority and shall continue to receive the full benefits of this agreement.

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, to a maximum of six (6) months, and thereafter the difference shall be deducted from his accumulated Sick Leave. The rate of deduction shall be one-quarter (1/4) of a day for each day off work. Such accident must not have occurred while the employee was working simultaneously for another Employer. Should the employee have no sick leave to his credit, then he shall only be entitled to the amount paid by the Workers' Compensation Board.

- (f) An employee may be required to produce a certificate from a duly qualified medical practitioner for such illness certifying that such employee is unable to carry out his duties due to illness.
- (g) A record of all unused sick leave will be kept by the Board. An up-to-date record listing each eligible employee's sick leave credits shall be forwarded to the Secretary of the Union in February of each year. An employee is also to be advised by February of the amount of sick leave accrued to his credit.
- (h) An employee entitled to sick leave under this Article shall receive thirty (30) percent of his unused accumulated sick leave upon:
  - i. retirement on or after the attainment of the minimum retirement age, whichever shall last occur; or
  - ii. retirement with a permanent disability entitling the employee to superannuation; or
  - iii. in the event of the death of an employee while in the service of the Board, the estate will be credited with monies, if any, owing;
  - iv. resignation, on the condition that the employee has more than ten (10) years of continuous service with the Board and leaves in good standing; or
  - v. lay off, on the condition that the employee has more than ten (10) years of continuous service with the Board and has not been recalled as per Article XI, Section 5(e).

For the purpose of this section, the retirement age for all employees shall be in conformity with the Pension (Municipal) Act or Pension Plan in effect.

- (i) In case of illness to an immediate member of the family of any employee where no one at home, other than the employee, can provide for the needs of the ill person, employees shall be entitled, after notifying his supervisor, to use a maximum of five (5) accumulated sick leave days per illness for this purpose. Such illness must be certified by a medical practitioner.
- (j) Salary for lost time due to compulsory quarantine shall be paid to an employee when certified by a medical officer, and not chargeable to sick leave.

## **Section 2 - General Leave of Absence**

The Board shall grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, providing such request is made in writing and is approved by the Board. The Union shall be notified of such leaves and duration.

## **Section 3 - Bereavement Leave or Serious Illness**

An employee shall be granted up to three (3) regularly scheduled consecutive work days leave without loss of salary or wages, in the case of the death or serious illness of a parent, wife, husband, common-law spouse, brother, sister, child, common-law child, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, or sister-in-law. Reasonable leave of absence shall be granted without pay for travel and estate affairs. Up to one-half (1/2) day shall be granted without loss of salary or wages to attend a funeral as a pallbearer or mourner, provided such employee has the approval of the supervisor or department head.

With the location of a funeral necessitating additional time because of travel, additional leave without pay may be granted upon request.

#### **Section 4 - Jury Duty**

The Board shall pay an employee who is required to serve as a juror or court witness the difference between his normal earnings and the payment he receives for jury service or subpoenaed court witness. The employee will present proof of service and the amount of pay received.

#### **Section 5 - Maternity/Paternity Leave**

- (a) Upon written request, leave of absence without pay and without loss of seniority shall be granted in accordance with the Employment Standards Act, Part 7, Maternity Leave. A request for an additional twelve (12) weeks of parental leave shall be granted to either the mother or the father of the child as per the Employment Standards Amendment Act, 1991.

Where a Doctor's Certificate is provided stating that a longer period of maternity/parental leave is required for health reasons, an extension up to a maximum of one (1) additional year shall be allowed. The employee intending to return to work after maternity/parental leave shall provide the Board with at least two (2) weeks notice. On return from maternity/parental leave the employee shall be reinstated in his/her former position.

- (b) On the birth of a child, or in the case of adoption or legal guardianship, the employee may apply for and be granted paternity leave with pay up to a maximum of two (2) days.

#### **Section 6 - Leave for Union Business**

- (a) The Board agrees that time spent in settling grievances during regular working hours by the Union stewards shall be considered as time worked, provided that such time shall not exceed the total of twenty-four (24) working hours in any one 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.

- (b) The Board agrees to grant time off, without pay during any working day to officers of the Union in the employ of the Board for Union business purposes, provided:

- i. that such time off shall not exceed a total of forty-eight (48) working hours in any one month;
- ii. that a written list of the names of such officers in the employ of the Board shall be forwarded to the Secretary Treasurer for this purpose;
- iii. that a suitable substitute is recommended by the Union; and
- iv. that the Board is advised by the Union each day that such officers will be absent.

- (c) In order that the work of the Board shall not be unreasonably interrupted no steward shall leave his work without obtaining permission of his supervisor, such permission shall not be unduly withheld.

- (d) Elected Position:

The Board agrees to grant a leave of absence without pay, not more than two (2) weeks after application from the Union, stating the intended duration of such leave, to a Local Union Officer for business purposes provided a suitable substitute can be obtained, or to any employee who may be elected by the Union to a full-time position in any of the CUPE locals to this Agreement or who is elected to public office. The intended duration of such leave must be specified. It is agreed that such leave of absence shall be renewed upon application providing that such leave of absence shall not exceed a period of two (2) years at any one time or for the term of public office, whichever is the longer. It is agreed that the

seniority of any employee so elected shall not be adversely affected and shall accrue during such leave.

- (e) Bargaining representatives in the employ of the Board shall have the privilege of attending collective bargaining meetings with the Board if held during regular working hours without loss of remuneration. The Union agrees to notify the Board of the names of such employees, whose number, for the purpose of this section, shall not exceed a total of three (3) employees at any one time.

#### **Section 7 - Military Leave**

The Country being at war, the seniority of employees enlisting in the Armed Forces shall be continued provided that the employee returns to his employment with the Board within six (6) months of his discharge from the Armed Forces.

#### **Section 8 - Union Conventions or Education Seminars**

Leave of absence with pay and without loss of seniority shall be granted upon request to the Board by the Union, for employees elected or appointed to represent the Union at Union conventions or education seminars and provided that suitable substitutes are recommended by the Union. Such time shall not exceed a total of six (6) days full-time equivalent in any one year per local. Any additional days required shall be granted without pay and without loss of seniority.

### **ARTICLE XI - SENIORITY**

#### **Section 1 - Seniority Defined**

Seniority is length of service that an employee has with the Board. The application of seniority shall be on a bargaining unit-wide basis.

#### **Section 2 - New Employees' Probationary Period**

Each employee is hired on probation. The probation period is to continue for three (3) months, during which time he shall be considered a temporary worker only, and during the same period no seniority rights shall be recognized. On completion of three (3) months cumulative service, in any one working year, each employee shall be entitled to seniority dating from the day in which he commenced employment with the Board.

#### **Section 3 - Seniority List**

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 in February of each year.

#### **Section 4 - No Loss of Seniority**

If an employee is absent from work because of sickness, accident, lay-off or leave of absence approved by the Board, he shall not lose his seniority.

#### **Section 5 - Loss of Seniority**

An employee shall lose his seniority only in the event:

- (a) he is discharged for just cause and is not reinstated;
- (b) he resigns;
- (c) he is absent from work in excess of three (3) working days without notifying the Board, unless such notice was reasonably not possible;
- (d) he fails to return to work within ten (10) calendar days of being notified to return to work from lay-off;

(e) he is laid off for a period of eighteen (18) months.

#### **Section 6 - Transfer Out of Union**

If an employee is transferred to a supervisory position or any other position not covered by this Agreement, he shall retain his seniority in the position from which he was transferred.

#### **Section 7 - Casual Employees**

(a) A casual employee is a person employed by the Board to perform services for which no regular position exists, or to perform services for which a regular position exists the incumbent of which is temporarily unable to perform his/her duties.

No seniority shall accrue for a casual employee unless that employee is appointed, by letter, to a regular full or part-time position within the Board, thereby attaining the status of a regular employee.

(b) A casual employee who becomes a regular employee shall be credited for purposes of seniority, each day in which that employee worked a full or part-time shift in the two year period immediately prior to the employee attaining regular status.

The seniority date of the employee shall be the date at which the employee was appointed to a regular position backdated by the number of workdays equal to the number of full or part-time shifts worked by the employee in the two year period immediately prior to the employee attaining regular status.

An employee whose seniority date is backdated shall be considered to be on probationary service for the three months immediately following the backdated seniority date provided that the employee was employed in the same capacity as the position to which he is appointed and thereafter is on regular service subject to the provisions of Section 2 of Article XI.

Sub-section (b) shall apply only to those employees appointed to a regular position on or after October 1, 1984.

Casual employees may be considered for vacant positions that have not been filled through the normal posting process before these positions are made available to the general public.

(c) Casual employees who work the requisite number of hours to access the benefit plans as outlined in this agreement shall have access to the plans where applicable.

(d) Regular employees shall have the right to access casual work within the School District. Regular employees interested in casual work will be required to notify the appropriate supervisor in writing of their intent.

#### **Section 8 - Layoffs and Rehiring**

(a) Definition of Layoff:

A layoff shall be defined as a reduction of the work force or a reduction in the regular hours of work as defined in this Agreement.

(b) Role of Seniority in Layoff:

In the event of a layoff employees shall be laid off in the reverse order of their bargaining unit-wide seniority. An employee about to be laid off may bump any employee with less seniority providing the employee exercising the right is qualified as judged by the Board to perform the work of the employee with less seniority. The right to bump shall include the right to bump up, but the right to bump up shall not allow a part-time employee to increase their number of hours worked other than in their own classification.

(c) No New Employees:

New employees shall not be hired until those employee(s) who have been laid off have been given an opportunity of recall. The laid off employee who is recalled must be qualified for the position as judged by the Board.

(d) Advance Notice of Layoff:

The Board shall notify regular employees who are to be laid off by providing thirty (30) calendar days prior notice to their effective date of layoff. If the employee has not had an opportunity to work the days as provided in this Article he shall be paid for the days for which work was not made available.

(e) Layoff and Bumping Procedures:

Within ten (10) working days of receipt of layoff, the laid off employee shall indicate in writing to the employer their intent to exercise their right to bump or to be laid off.

1. If the laid off employee indicates an intent to bump, the employee must also indicate in order of preference, those classifications into which they have the qualifications to bump.
2.
  - i. Part-time employees who fill more than one part-time position may exercise their right to bump if the position with the greater number of hours is reduced or made redundant.
  - ii. Part-time employees who are laid off from a secondary position will only be allowed to bump into other positions provided it does not conflict with the hours of work of their other part-time positions.
  - iii. Part-time employees who fill two positions of equal hours may exercise their right to bump if either is reduced in hours or made redundant.
3. The Union may make recommendations to the Board to ensure an orderly transition in the event of layoffs and recall.
4. A laid off employee who exercises their right to bump shall be provided with a familiarization period for the position into which they bump.
5. If there are no positions to which the employee can bump, such employee shall be laid off.
6. This layoff procedure does not affect the normal layoff of ten (10) month employees unless their positions are to be made redundant or reduced in hours.

(f) Recall Procedure:

The employee shall be recalled in the order of their seniority provided they are qualified as judged by the Board to do the work required.

NOTE: In Sections (b), (c), (d), (e), and (f) the Board shall determine qualifications in a fair and equitable manner.

**Section 9 - Responsibilities of Laid Off Employees**

It shall be the responsibility of the laid off employee to notify the Board of changes in his postal address. Laid off employees who have complied with this procedure shall be notified by the Board by registered mail at their last known address of the date and time at which they are to report to work, and should an employee fail to report within ten (10) days of being so notified the employee shall lose the right of re-employment but in no case shall the Board be obliged to re-employ any former employee who has been laid off for a period of eighteen (18) months or more.

**Section 10 - Severance Pay**

A regular employee who is laid off may choose to accept the following severance pay:

- (a) Two (2) weeks pay where the employee has completed a period of employment of at least six (6) consecutive months;
- (b) after completion of a period of employment of three (3) consecutive years, one (1) additional week's pay, and for each subsequent completed year of employment, an additional week's pay up to a maximum of eight (8) weeks pay;
- (c) an employee choosing severance pay may do so at the time notice of layoff is received, during the period of layoff, or upon expiration of his/her recall rights;
- (d) an employee choosing severance pay forfeits his right to recall as provided in this agreement.

### **Section 11 - Job Postings**

- (a) In the event of a vacancy occurring in any classification covered by this Agreement, or in the event of a new position being created, notice thereof shall be posted for five (5) working days and a copy shall be mailed to the Secretary of the Union. Such posting and notice shall contain the following information: nature of the position, required ability, hours of work, wage rate or salary range, and the closing date for accepting applications. Applications must be made in writing. The Union shall be advised in writing of the name(s) of the successful applicant(s) within seven (7) days following his or her appointment.
- (b) The Board agrees that in making staff changes, transfers or promotions, appointment shall be made to the applicant with the greatest seniority and having the required qualifications and ability to do the job. Where more than one (1) employee in the bargaining unit applies for the same position the most senior applicant shall be awarded the position provided the employee possesses the ability and qualifications to do the job. The Board shall determine qualifications and ability in a fair and equitable manner.
- (c) If the successful applicant is a regular employee, or a casual employee with three (3) months service, he/she shall be placed on trial for a period of six (6) months. Conditional on satisfactory service, such trial promotion shall become permanent after the period of six (6) months.

In the event the successful applicant proves unsatisfactory in the position, he or she shall be returned to his or her former position at the prevailing rate without loss of seniority, and any other employees promoted or transferred because of the rearrangement of positions shall, if necessary, be returned to their former positions.

- (d) This section shall not apply to temporary replacements of four (4) weeks or less necessitated by illness, injury, or leave of absence, or replacement of employees on vacation or for temporary filling of vacancies.
- (e) No outside advertisement for a vacancy to recruit additional employees shall be made until after such posting has been completed. When filling temporary vacancies exceeding four (4) weeks duration the Board will consider applications from regular employees. Where a permanent employee is assigned to a temporary position, he/she shall be returned to his/her former position upon completion of the temporary term. If the successful applicant is going into the same classification a probationary period will not be required.

- (f) Preference to Disabled Employees:

Any employee covered by this Agreement who has given good and faithful service to the Board and who, through advancing years of partial disablement, is unable to perform his regular duties shall be given the preference of any light work available at the salary payable at the time for the position to which he is assigned, provided that no other employee is displaced from his regular position, or suffers any reduction in pay as a result of such placement.

- (g) Provision for Promotion:

In cases of promotion requiring higher qualifications or certification, the Board shall give consideration to employees who do not possess the required qualifications but are

preparing for qualification prior to filling of a vacancy. Such employees will be given an opportunity to qualify within three (3) months or revert to their former positions if the required qualifications are not met within such time.

(h) **Permanent Transfer:**

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

**Section 12 - Notification**

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

**Section 13 - Increased Hours**

Any position that has its hours increased more than one hour per day or five hours in a week shall be posted as a vacancy in accordance with Article XI, Section 10. The incumbent would be considered in a layoff position in accordance with Article XI, Section 8.

Any position that has its hours increased by no more than one (1) hour per day or five hours per week, will not be posted as a vacancy. This shall only be allowed one time in a position.

**Section 14 - Apprenticeship Program**

Should an Apprenticeship Program be implemented the Board will permit present employees to apply for the position(s).

Apprenticeship Branch requirements will apply to such applications.

The employer shall pay 100% of the cost of the textbooks as specified by the Apprenticeship Branch and the Apprentice will keep these books as personal property.

The employer shall pay the applicable salary minus the government allowance (Unemployment Insurance Benefits pertaining to Apprenticeship Training) based on a forty (40) hour week while the employee is in attendance at an approved Vocational School.

**ARTICLE XII - EMPLOYEE BENEFITS**

**Section 1 - Pension**

Employees who have been in the employment of the Board for three (3) full months of continuous employment shall apply, if eligible, for superannuation in conformity with the Pension (Municipal) Act of British Columbia.

Employees who retire after five (5) or more years of service shall receive one (1) week's pay for every year of service except in the case of dismissal for proper cause. Employees covered by Pension (Municipal) Act shall only receive one (1) week's pay for those years of service prior to their entry into the Pension (Municipal) Act.

Employees covered under the previous Mutual Life Retirement Plan shall not receive the one (1) week's pay, mentioned herein for the years that were covered under that plan.

**Section 2 - Medical Coverage**

(a) Eligible employees who have completed the probationary period may participate in the mutually approved medical plan and in the extended health benefit plan offered by the

medical plan. The Board will pay one hundred percent (100%) of the regular monthly premium.

Coverage under the extended health benefit plan will include:

- i. Vision care - to a maximum of \$200 every two years.
  - ii. Audio care - to a maximum of \$500 every five years.
- (b) Eligible employees who have completed the probationary period may participate in the dental plan. Minimum coverage on the plan shall be as follows:

Plan A - Basic Services 100% payment of claims.

Plan B - Prosthetic appliances - Crown and Bridge, 60% payment of claims.

Plan C - Orthodontia - lifetime maximum \$1,500.00 per person, 50% of claims.

The employer shall pay 100% of the regular monthly premium for this plan.

- (c) Eligible employees who have completed their probationary period of employment shall participate in a mutually acceptable group life insurance plan in the amount of \$15,000 coverage or one and one-half (1-1/2) times the employee's annual income whichever is greater for each participant. Premiums shall be paid by payroll deduction with the Board contributing sixty percent (60%) and the employee contributing forty percent (40%) of the monthly premium.
- (d) Eligible employees who have completed their probationary period and working in excess of seventeen and one half (17-1/2) hours per week must participate in the mutually approved Long Term Disability Plan. Premiums shall be paid by payroll deduction with the Board contribution being ninety percent (90%) of the monthly premiums.

The amount of monthly benefit for each employee shall be 66-2/3% of his/her monthly rate of earnings, to a maximum of \$2,000 coverage per month. Accident and sickness exclusion period (waiting period) is 180 days of disability.

In the event of illness the Board's contribution shall be paid for a maximum of one (1) year from commencement of such illness. Thereafter the employee may pay the full premium through the Board if he so desires or the Board will pay the total premiums on behalf of the employee who shall refund the monies at the conclusion of the leave except in the case of death or permanent disability preventing return to work and provided it is permissible under the plan.

- (e) In the event of a layoff the Board agrees to pay its share of the monthly premium up to a maximum of two (2) months. In the event of a longer layoff, employees so affected shall have the right to continue the coverage through direct payments provided the plan permits such coverage.
- (f) While an employee is on leave without pay because of illness, the Board agrees to pay his premium payments for medical coverage, and the group insurance coverage. Total premium paid by the Board on behalf of the employee shall be repayable at conclusion of the leave except in the case of death or permanent disability preventing a return to work. If the employee returns to work the said deductions shall be repaid to the Board over a period of time equal to the time lost.

## **ARTICLE XIII - GENERAL PROVISIONS**

### **Section 1 - Accommodation**

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

### **Section 2 - Courses of Instruction**

The Board agrees to pay the full cost of any course of instruction required by the Board for any employee to better qualify the employee to perform his job. Such payments shall be made upon the successful completion of the course. Prior approval of any course must be obtained in writing from the Board. Wages will not be paid for the time involved travelling to or from any such course.

### **Section 3 - Personal Expenses**

All out-of-pocket expenses incurred by an employee because of the requirements of the Board and in the performance of his duties will be paid by the Board, up to the maximum approved by the Board policy. Lodging expenses shall be paid subject to the prior approval of the appropriate supervisor.

### **Section 4 - Tool Provisions**

Any employee required to obtain new or additional tools because of the change to the metric system shall have same supplied by the Board and the Board shall carry sufficient insurance to insure all employees tools or the Board shall accept the responsibility of replacement.

### **Section 5 - Protective Clothing**

The Union will advise the Board of locations where they believe protective clothing is required. Subject to Board concurrence, such clothing will be provided.

### **Section 6 - Bulletin Board**

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

### **Section 7 - Technological Change**

Should any displacement of staff be indicated as the result of mechanization, the Board and the Union will meet and discuss the possibility of employing displaced persons in some other capacity, thirty (30) 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 for the job held by the junior employee. Any employee subsequently laid off as a result of this procedure shall retain seniority and recall rights for a period of twelve (12) months. An employee placed in a lower-rated position as a result of mechanization, shall not have his wages reduced; he 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 this twelve (12) months layoff 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 week's pay, at the regular rate of the position last occupied, for every year of completed service with the Board.

If as a result of the Board ceasing all or part of the operations or merging with another School District, or if by reason of any changes in operating methods, the Board is unable to provide work for a displaced employee with five (5) or more years of service at the same regular rate of pay in a comparable class of work, the employee shall be given thirty (30) days notice and severance pay on the basis of one (1) week's pay, at the regular rate of the position last occupied, for every year of completed service with the Board.

### **Section 8 - Out of District Bus Trips**

- (a) On out of district trips driving time shall be paid at the regular rate of pay for the first eight (8) hours and in accordance with Article VI thereafter.
- (b) Waiting time will be paid at the driver's regular rate of pay, to a maximum of eight hours per day.
- (c) Calculation for payment shall be from departure from the bus garage or parking area until return to the bus garage or regular parking area plus time for pre-trip check, warm-up and clean-up.
- (d) Bus drivers will receive a meal allowance in accordance with School Board Policy #3640 - Expenses on School Board Business.
- (e) A room will be provided for any overnight trip.
- (f) Drivers will be provided with a suitable rest area such as a medical room etc., for any trips exceeding twelve (12) hours. If the school booking the trip cannot make this arrangement with the school they are visiting, hotel or motel accommodations for the driver will be billed to the school. Calculation for the twelve (12) hours will commence with the start of the a.m. shift on a normal working day.
- (g) Out of district trips shall be outside the present boundaries of the School District No. 4 (Windermere).
- (h) Regular drivers will have priority over spare drivers for all trips. The Board, in the interest of safety, may use a spare driver on a regular bus route on a day when the regular driver has accepted an out of district trip.
- (i) All regular part-time drivers will have priority over drivers that have other part-time jobs with the School District.
- (j) Sleeping time shall be from twelve midnight - 8:00 a.m., unless the bus is being driven.

#### **Section 9 - Transportation of Students**

##### **(a) Regular Bus Routes:**

No person presently excluded from the certification issued by the Industrial Relations Council shall drive any School Board vehicle for transporting students except in the case of an emergency or where no bargaining unit employee is available.

##### **(b) Student Travel:**

- i. For the purpose of transporting students no employee of the School District presently excluded from the certification issued by the Industrial Relations Council shall drive any vehicle with a seating capacity of eight (8) or more, except in the case of an emergency, or where no bargaining unit employee is available.
- ii. It is agreed that item (b)i. above will not apply to trips of an extended duration of more than three days for those vehicles requiring a Class 4 driver.
- iii. All bus drivers shall be guaranteed of a minimum of four (4) hours work each day.

#### **Section 10 - Sexual and Personal Harassment**

The Board and the Union recognize the right of employees to work in an environment free from sexual and personal harassment. Any complaint alleging sexual or personal harassment shall be treated seriously and in strict confidence, and may be addressed through the grievance procedure.

Sexual harassment shall be defined as any sexually oriented practice that undermines an employee's health or job practice, or endangers an employee's employment status or potential. Cases of sexual harassment shall be considered as discrimination and eligible to be processed as a grievance.

Personal harassment shall be defined as repeated, intentional, offensive comments or actions deliberately designed to demean and belittle an individual or cause personal humiliation. Cases of personal harassment shall be considered as discrimination and eligible to be processed as a grievance.

Any complaints or accusations made against employees which may affect their working conditions shall be investigated by the Board. If complaints or accusations are determined to be of a frivolous, vindictive or vexatious nature, the Board shall take what it considers to be appropriate actions.

#### **Section 11 - Legal Strike at Board Premises**

In the event legal strike pickets are placed at the Board's premises, the employees shall not be required to cross such a picket line and further, the employees shall not be required to deal with any business establishment involved in a dispute, where employees of such establishment are on legal strike.

#### **Section 12 - Indemnification**

(a) The Board shall indemnify and save harmless all employees from any damages or costs awarded against them and from any expenses incurred by them as a result of any action or proceeding, whether civil or criminal, arising from any acts or omissions which occurred during or arose out of the performance of their duties, including a duty imposed by any statute. This indemnification shall include the paying of any sum required and any expenses incurred in the settlement of such action or proceeding.

(b) Subsection a) does not provide a defense where:

- i. an employee has, in relation to the conduct that is the subject matter of the action, been found guilty of dishonesty, gross negligence, or malicious or willful misconduct; or
- ii. the cause of action is libel or slander.

#### **Section 13 - Unsafe Practices**

Employees are encouraged to bring to light any activity or unsafe practice that may be detrimental or pose a hazard to employees, or the public in general, by notifying their immediate supervisor and/or their Occupational Health and Safety Committee Representative.

Where safety is an issue, no employee, regular or casual, shall be expected to work on any job or operate any piece of equipment until he/she has received adequate training and instruction.

#### **Section 14 Copyright Infringement**

Any employee directed to copy and/or reproduce material shall not be held responsible for any copyright infringement violation incurred on behalf of the Board while performing required work.

### **ARTICLE XIV- OCCUPATIONAL HEALTH AND SAFETY COMMITTEE**

The Union and the Board shall co-operate in continuing and perfecting the safety measures now in effect.

A Safety Committee shall be established in accordance with the Workers' Compensation Act and Board policy. The Safety Committee shall hold meetings as requested by the Board or the Union, and all dangerous conditions shall be taken up and dealt with at such meetings. Minutes of all Safety Committee meetings shall be kept and copies of such minutes shall be sent to the Board and the Union. The Board agrees to provide a training program for Safety Committee Members which will be held during working hours.

## **ARTICLE XV - GRIEVANCE PROCEDURE**

### **Section 1**

In the event that any difference arises between the parties out of the interpretation, application, operation or any alleged violation of this Agreement, including any difference arising from the suspension or dismissal of any employee and including any question or difference as to whether the matter is arbitrable; such question or difference shall be finally and conclusively settled without stoppage of work in the following manner:

#### **Step 1:**

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

#### **Step 2:**

Should the supervisor be unable to effect a settlement, within five (5) working days of receipt of such grievance, it shall be submitted to the employee's department head or the Secretary-Treasurer of the Board.

#### **Step 3:**

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

### **Section 2**

Should the Board or the Union initiate the grievance, the matter shall be dealt with by the grievance committee as set out in Step 3, Section 1 of this Article.

### **Section 3**

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

### **Section 4**

Grievance and replies to grievances shall be in writing at all stages, and grievances settled satisfactorily within the time allowed shall date from the time that the grievance was filed.

### **Section 5**

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

### **Section 6**

An employee may be dismissed only for just cause and only upon the authority of the Board. The department head may suspend an employee but shall immediately report such action to the Board. Such employee and the Union shall be advised promptly in writing by the Board of the reason for such dismissal or suspension. Just cause shall not include the refusal of an employee to cross the picket line of a legal strike, or refusal of an employee to deal with any business establishment involved in a legal strike. This provision shall be inapplicable to any employee in respect of his refusal to work or to cross such picket line if he has permission of the striking union to cross such picket line or to so deal.

### **Section 7**

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

#### **Section 8**

Any written criticism of an employee by the Board will be copied to the employee and the Union at the time of filing.

#### **Section 9**

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

### **ARTICLE XVI - ARBITRATION PROCEDURE**

#### **Section 1**

When either party requests that a grievance be submitted to Arbitration, the request shall be made in writing, addressed to the other party of the Agreement. Within five (5) days thereafter, each party shall name an Arbitrator to an Arbitration Board and notify the other party of the name and address of its appointee. If the recipient of the notice fails to appoint an Arbitrator, or if the two appointees fail to agree upon a Chairman within five (5) days, the appointment shall be made by the Minister of Labour upon request of either party.

#### **Section 2**

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

#### **Section 3**

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

#### **Section 4**

Each party shall pay:

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

#### **Section 5**

The time limits fixed in both the grievance and arbitration procedures may be extended by mutual consent of the parties to this Agreement.

## **Section 6**

At any stage of the grievance or arbitration procedures, 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 arbitrator(s) to have access to any part of the Board's premises to view the working conditions which may be relevant to the settlement of the grievance.

## **ARTICLE XVII - DURATION OF AGREEMENT**

### **Section 1**

This Agreement shall remain in effect for four (4) years commencing October 1, 1994 through the period ending September 30, 1998 inclusive, 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 September 30, 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 30th day of September in any one year. Notwithstanding the foregoing the parties agree that collective bargaining for the purpose of renewing this Agreement shall commence not later than June 1, 1998. It is further understood and agreed that such collective bargaining will only be conducted on a joint basis and that any negotiating meeting not held on a joint basis, i.e., involving all parties to this Agreement, shall be null and void.

The terms and conditions of this Agreement shall remain in full force and effect during bargaining for a renewal Agreement. During any period of strike or lockout the terms and conditions of this Agreement shall be suspended. If a strike or lockout is terminated before a renewal Agreement becomes effective, the terms and conditions of this Agreement shall be in full force and effect until a renewal Agreement becomes effective.

### **Section 2**

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

## WAGE SCHEDULE "A"

HOURLY WAGE RATES IN EFFECT FOR THE PERIOD  
OCTOBER 1, 1994 TO SEPTEMBER 30, 1998

	RATES EFFECTIVE OCTOBER 1							
	<u>1994</u>	<u>1994</u>	<u>1995</u>	<u>1995</u>	<u>1996</u>	<u>1996</u>	<u>1997</u>	<u>1997</u>
		***		***		***		***
	\$	\$	\$	\$	\$	\$	\$	\$
Student Labourer	-	12.91	-	13.06	-	13.21	-	13.41
Labourer	-	13.31	-	13.46	-	13.61	-	13.81
Custodian	14.93	14.93	15.08	15.08	15.23	15.23	15.43	15.43
Bus Driver	17.48	16.11	17.63	16.26	17.78	16.41	17.98	16.61
Journeyman	19.26	19.26	19.44	19.44	19.61	19.61	19.81	19.81
Media Technician	19.22	18.51	19.37	18.66	19.52	18.81	19.72	19.01
Painter/Safety Worker	-	15.31	-	15.46	-	15.61	-	15.81
Maintenance Finisher	15.92	15.92	16.39	16.39	16.86	16.86	17.41	17.41
Maintenance Worker	15.58	14.91	15.73	15.06	15.88	15.21	16.08	15.41
Groundsperson	15.64	15.64	15.83	15.83	16.01	16.01	16.21	16.21

\*\*\* These rates are in effect for those employees entering the designated classifications after May 31, 1995.

NOTE: The classifications of crossing guard and foreman are presently vacant. If and when they are filled, job descriptions and rates of pay will be determined in accordance with Article VI, Section 11 of this agreement.

## WAGE SCHEDULE "B"

HOURLY WAGE RATES IN EFFECT FOR THE PERIOD

OCTOBER 1, 1994 TO SEPTEMBER 30, 1998

	RATES EFFECTIVE				
	OCT. 1 <u>1994</u> \$	APR. 1 <u>1995</u> \$	OCT. 1 <u>1995</u> \$	OCT. 1 <u>1996</u> \$	OCT. 1 <u>1997</u> \$
Noon Hour Supervisor	13.17	13.41	13.86	14.33	14.61
Personal Attendant	13.67	14.18	14.99	15.81	16.21
Classroom Assistant	13.34	13.42	13.70	14.00	14.21
Library Clerk Typist	14.51	14.66	14.81	14.96	15.16
School Secretary					
- General	16.10	16.60	17.40	18.22	18.61
- Accounting Clerk (Sec.)	16.10	16.60	17.40	18.22	18.61
- Administration Records (Sec.)	16.10	16.60	17.40	18.22	18.61
Resource Centre Secretary	16.00	16.03	16.24	16.41	16.61
Kitchen Assistant - Cook	19.26	19.26	19.44	19.61	19.81
Kitchen Assistant - Cashier	14.65	14.65	14.80	14.95	15.15

**LETTER OF UNDERSTANDING**

**COMPENSATION GUIDELINES**

The Board and the Union agree that should the present day Public Sector Employers' Council guidelines change subsequent to July 1, 1996, the Union or the Board will have the right to reopen the wage settlement of this agreement.

Signed at Invermere, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 1995.

On behalf of the Board of School  
Trustees, School District No. 4  
(Windermere)

On behalf of the Canadian Union  
of Public Employees Local 1556

\_\_\_\_\_  
Board Chairman

\_\_\_\_\_  
President

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

\_\_\_\_\_  
Secretary or Committee Member

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT UNDER SEAL, SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1995.

Signed for and on behalf of:

THE BOARD OF SCHOOL TRUSTEES,  
SCHOOL DISTRICT NO. 4 (WINDERMERE)

\_\_\_\_\_  
Board Chairman

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

Signed for and on behalf of:

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1556

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary or Committee Member