

## ARTICLE 1

### UNION RECOGNITION

#### Section 1 - Bargaining Authority

The Board of School Trustees of School District No. 3 (Kimberley) and the Canadian Union of Public Employees Local 2091A mutually recognize each other as the exclusive representatives for the purpose of conducting collective bargaining regarding rates of pay, hours of work and all other working conditions of the employees of the Board, as certified by the 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 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:

1. One Confidential School Board Office Stenographer
2. One Executive Secretary
3. One Business Operations Assistant
4. One Operations Supervisor
5. One Community Education Coordinator
6. One Social Worker

#### 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/her membership in the Union, and the Union agrees that there shall be no intimidation on its part against any employee of the Board.

#### Section 3 - No Other Agreement

No employee 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. The Union will advise the Board of the Executive Members, Shop Stewards and whoever is authorized to negotiate and handle any day-to-day matters that may arise.

#### Section 4 - Board Decision

The Board agrees that any recommendation or decision by the Board relating to rates of pay, promotions, hiring, or discharge of employees covered by the terms of this

Agreement, shall be communicated in writing to the Union within seven (7) calendar days of the Board's consideration and decision.

#### Section 5 - Work of the Bargaining Unit

No person outside the bargaining unit shall perform the work of the bargaining unit except by mutual agreement or in case of emergencies where no bargaining unit employees are available.

#### Section 6 - Volunteers

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

#### Section 7 - Plural or Feminine Terms May Apply

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

#### Section 8 - Amalgamation, Regionalization and Merger Protection

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

#### Section 9 - Union Recognition

No individual employee or group of employees shall undertake to represent the Union at meetings with the Board without proper authorization of the Union.

### **ARTICLE 2**

#### **BOARD'S RIGHTS**

##### Section 1 - Management and Direction

The Union recognizes the right of the Board to operate and manage its operations in accordance with its commitments and responsibilities, and to make and alter from time-to-time rules and regulations to be observed by employees which rules and regulations shall not be contrary to any provisions of this Agreement. The Board shall exercise its

rights in a fair and just manner. Such rules and regulations or amendments shall be communicated in writing to the Union.

## Section 2 - Hiring and Discipline

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.

The Board shall remove letters of discipline from an employee's file after twelve (12) months, providing no additional letter(s) of discipline relating to the original issue of discipline have been issued in the twelve (12) month period, the exception being unless the disciplinary period is of a longer duration than twelve (12) months.

## Section 3 - Right to Have a Steward Present

Notwithstanding the rights of a supervisor to supervise, evaluate and discipline employees, an employee may, at his/her discretion, request the attendance of his/her shop steward at any investigative discussion between the employee and his/her supervisor which may result in discipline or at any meeting during which an employee will be disciplined. In either event an employee may request at any time during such discussions that further discussion be postponed until he/she can arrange for his/her shop steward to be present, provided this does not result in undue delay. Employees who are invited to a meeting, the content and/or resolve of which they believe may affect the terms and conditions of their employment, shall have the right to be accompanied by a shop steward or Union officer.

## Section 4 - Access to Personnel File

An employee shall have the right upon twenty-four (24) hour written notice to have access to and review his/her personnel record and shall have the right to respond, in writing, to any document therein, such a reply becoming part of the permanent record.

Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record.

No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing.

An employee shall have the right to make copies of any material contained in his/her

personnel record.

#### Section 5 - 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.

### **ARTICLE 3**

#### **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. As a condition of employment, all new employees shall become, and remain, members-in-good standing of the Union within thirty (30) days of employment.

##### Section 2 - Check-Off

The Board shall, during the life of this Agreement, deduct as a condition of employment, all Union dues assessments, initiation fees, or a sum equivalent to dues as set by the Union from time to time, from the pay due each calendar month to each employee, and 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 3 - Dues Notification

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

##### Section 4 - New Employees - Dues Deductions

In the case of a new employee covered by this Agreement, the deductions shall be made from the monthly pay covering the 15th to the end of the month pay period.

##### Section 5 - Union Membership Voting Rights

Each employee of the Board bound by the terms of this Agreement from whose monthly pay the Board is obliged to deduct Union dues, or a sum equivalent to dues

under this Article, shall have the right to vote as if a member of the Union in good standing with references to ratification of Collecting Bargaining Agreements.

#### Section 6 - Financial Responsibility

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

#### Section 7 - New Employees

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

#### Section 8 - Right of Representation

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representative(s) / advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

### **ARTICLE 4**

#### **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 employee covered under this Agreement, shall in any way encourage, authorize or participate in any strike, walkout, or suspension of work, on the part of any employee or group of

employees during the life of the Agreement.

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

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

## ARTICLE 5

### 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.

#### Section 2 - Work Week

The regular work week for full-time paraprofessionals shall be up to seven (7) hours per day, Monday to Friday inclusive. The hours of work for part-time paraprofessionals (half-time and up to full-time) will be based on a percentage of thirty-five (35) hours per week, Monday to Friday inclusive.

Note: No employee will be eliminated from benefits under this agreement as a result of the above.

#### Section 3 - Rest Periods

All employees shall be permitted, whenever possible, a fifteen (15) minute rest period in the first half of the work day to be taken on the premises at a time mutually agreed upon between the employee and his/her supervisor. This is applicable to employees working half-time or more.

#### Section 4 - Work Guarantee

An employee's regular daily hours of work will be guaranteed. Hours of work per day will not be dependent upon the attendance of a specific student.

#### Section 5 - Field Trips

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

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

### **ARTICLE 6**

#### **WAGES**

##### Section 1 - Pay Days

The Board shall pay wages twice monthly, on the fifteenth or the Friday prior, and the last banking day of the month, in accordance with the wage schedules attached hereto and forming part of this Agreement.

Upon the written authorization of an employee, the Board shall pay all wages by deposit to the credit of the employee's account in the savings institution designated by the employee.

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

When duties in any classification are substantially changed, or when a new position is created, the rate of pay and job classification shall be subject to negotiation between the Board and the Union.

##### Section 3 - Overtime and Call-Back Time

Overtime and call-back time shall be divided equally, where practicable, among the school based employees in this bargaining unit and shall be on a voluntary basis.

#### Section 4 - 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 this provision, if this is travelling done other than normal day to day conditions of employment in the same location.

Employees shall not use their private automobiles for the purpose of transporting students on curricular field trips.

#### Section 5 - Job Description

The Board in consultation with the Union agrees to draw up job descriptions for all positions for which the Union is the bargaining agent. These descriptions shall be presented to the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) days. The Board, in consultation with the Union, will establish a base line of education, training and/or experience for Special Education Paraprofessionals.

#### Section 6 - Classifications

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

### ARTICLE 7

#### STATUTORY HOLIDAYS AND VACATION ENTITLEMENT

- (a) \_\_\_ Statutory Holidays and Vacation Entitlement will be as per the School Calendar established annually by the Board. The calendar will cover the school year, beginning on or about September 1st and ending on or about the following June 30th.
- (b) To qualify for a Statutory Holiday with pay, a substitute or casual employee must have worked fifteen (15) days prior to the Statutory Holiday and the next work day following the Statutory Holiday. Substitute and casual employees

shall receive vacation pay on the basis of six percent (6%) of gross earnings.

## **ARTICLE 8**

### **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, effective from September 1, 1990. In any one year, where an employee has not had sick leave or only a portion thereof, he/she shall be entitled to an accrual of all the unused portion of sick leave for his/her future benefit up to a maximum of one hundred and thirty (130) work days. A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave.
- (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 returns to the service of the Board upon expiration of such leave of absence, he/she shall not receive sick leave credit for the period of such absence, but shall retain his/her cumulative credit, if any, existing at the time of such leave or layoff.
- (e) An employee prevented from performing his/her 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 have his/her application for benefits processed by the Board. Such accident must not have occurred while the employee was working simultaneously for another employer.
- (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/her 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 September of each year. An employee is also to be advised by September 30th of the amount of sick leave accrued to his/her credit.
- (h) An employee entitled to sick leave under this Article, shall receive forty (40) percent of his/her 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 or,
  - iv. employee resigns after 15 years of continuous service.

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 an employee where no one at home, other than the employee, can provide for the needs of the ill person, an employee shall be entitled, after notifying his/her 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 up to one year, without pay, to any employee with a regular appointment who requests such leave for good and sufficient cause, providing such request is made in writing and is approved by the Board.

Employees on general leave of absence in excess of one (1) month shall not accrue seniority for that period.

### Section 3 - Compassionate Leave

a. An employee shall be granted up to four (4) regularly scheduled consecutive work days leave without loss of salary or wages, in the case of the death of a parent, wife, husband, brother, sister, child, grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, common-law spouse, child of a common-law spouse, and the employee's parents' siblings. Up to one (1) day shall be granted in the case of non-immediate family, without loss of salary, wages or benefits, to attend a funeral in the capacity as a pall bearer or mourner, provided such employee has notified his/her supervisor or department head.

b. Family and Serious Illness

In the case of serious illness in the immediate family, an employee shall be entitled after informing his/her immediate supervisor, a maximum of three (3) days paid leave for that illness. In the case of a serious illness, immediate family shall be defined as a parent, spouse, common-law spouse, child, child of a common-law spouse, brother, or sister. Serious illness in the family shall be defined as an illness which the attending physician considers sufficiently critical to require the employee's presence at the bedside. The employer may request a letter of verification from the attending physician. Serious illness shall also include time to transport an immediate family member to a medical facility for medical referrals inside or outside the East Kootenays.

Section 4 - Jury/Witness Duty

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

Section 5 - Maternity/Parental Leave

Supplemental Unemployment (Maternity) Benefit Plan will be implemented.

- (a) When a pregnant Paraprofessional takes a maternity leave to which she is entitled pursuant to the Employment Standards Act, the Board shall pay the Paraprofessional:
- i) ninety percent (90%) of her current salary for the first two (2) weeks of the leave; and

- ii) when the Paraprofessional is eligible to receive UIC maternity benefits, the difference between seventy five (75%) of her current salary and the amount of UIC Maternity benefits received by the paraprofessional for a further fifteen (15) weeks.
- (b) The District agrees to enter into the Supplementary Employment Benefit (SUB) plan agreement required by the Unemployment Insurance Act in respect of such maternity payments.

#### Section 6 - Paternity/Maternity/Adoption Leave

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

#### Section 7 - 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;
  - 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/her work without obtaining permission of his/her Supervisor, which 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 the CUPE local to this Agreement or who is elected to public office. The intended duration of such leave must be specified. It is agreed that such leave of absence shall be renewed upon application providing that such leave of absence shall not exceed a period of two (2) years at any one time or for the term of public office, whichever is the longer. It is agreed that the seniority of any employee so elected shall not be adversely affected and shall accrue during such leave.

(e) Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in contract negotiations with the Board. 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 8 - Military Leave

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

#### Section 9 - Union Conventions or Education Seminars

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 three (3) days in any one year. Any additional days requested shall be granted without pay and without loss of seniority.

#### Section 10 - Workers' Compensation Protection

All employees shall be covered by the Workers' Compensation Act. No permanent employee shall have his/her employment terminated as a result of absence from work

with a compensable injury or claim. Pending settlement of the insurable claim the employee shall continue to accrue seniority and shall continue to receive the full benefits of this agreement.

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

#### Section 11 - Citizenship Leave

An employee shall be allowed up to one (1) day off with pay to process his/her Canadian Citizenship Application.

### **ARTICLE 9**

#### **SENIORITY**

##### Section 1 - Seniority Defined

Seniority is to be calculated on the number of months of service that an employee has with the Board. Part-time employees will accrue seniority on a pro-rata basis. The application of seniority shall be on a bargaining unit-wide basis.

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

Each regular employee is hired on probation. The probation period is to continue for four (4) months, during which time the employee shall be considered a temporary worker only, and during the same period no seniority rights shall be recognized. The employee will be evaluated at the completion of two (2) months, by his/her School Administrator, to address any concerns that can be improved upon in the remaining two (2) months of the probationary period. On completion of four (4) months of satisfactory cumulative service, in any one working year, each employee shall be

entitled to seniority dating from the date in which he/she commenced employment with the Board as a term appointee.

Note: The word "regular" refers to full or part-time employees excluding substitutes and casual.

### Section 3 - Seniority List

The Board shall maintain a seniority list showing the date upon which each employee's service commenced. The seniority list is to be updated to June 30th of the current year and a copy forwarded to the Union by September 30th of the current year.

### Section 4 - No Loss of Seniority

No loss of seniority and/or benefit entitlement shall occur if a permanent employee is absent from work because of sickness, compassionate leave, jury duty, maternity leave, parental leave, military leave, Union leave, Workers' Compensation Board claim, temporary lay-off, or approved general leave of absence up to thirty (30) days.

### Section 5 - Loss of Seniority

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

- (a) The employee is discharged for just cause and is not reinstated;
- (b) The employee resigns;
- (c) The employee is absent from work in excess of three (3) working days without notifying the Board, unless such notice was reasonably not possible;
- (d) The employee fails to return to work within ten (10) calendar days of being notified to return to work from lay-off;
- (e) A loss of seniority will occur when:
  - An employee with up to one year of service is laid off for a period of six months.
  - An employee with one to five years of service is laid off for a period of eighteen months.
  - An employee with five plus years is laid off for a period of twenty-four months.

## Section 6 - Transfer Out of Union

No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside the bargaining unit, he/she shall retain his/her seniority for a period of twelve (12) months. Such employee shall have the right to compete for posted vacancies within the bargaining unit during this twelve (12) month period. The employee shall only accrue seniority up to 30 working days per calendar year during the time spent in a position outside the bargaining unit.

## 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, but 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 with the Board, thereby attaining the status of a regular employee.

## Section 8 - Layoffs and Rehiring

- (a) Definition of Layoff

A layoff shall be defined as reduction in 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, the employee shall be laid off in the reverse order to their bargaining unit-wide seniority.

In the event that a student leaves the School District after October 15th, there will be no bumping during the school year and an alternate assignment will be provided the employee.

In the event of a vacancy occurring or a new position being created, full-time paraprofessionals presently employed shall be eligible to apply for the position until October 15th. However, part-time continuing appointed paraprofessionals will be eligible to apply for vacant or new positions of increased hours throughout the school year.

Positions which become vacant or are created after October 15th, will be filled by a term appointment and re-posted for the next school year as outlined in Article 9, Section 10.

(c) Recall Procedure

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

(d) 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.

(e) Advance Notice of Layoff

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

Note: in Sections (b), (c) and (d) 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/her postal address. Laid off employees who have complied with this procedure shall be notified by the Board by double 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 twelve (12) months or more.

### Section 10 - Job Postings

- (a) In the event of a vacancy occurring in any position covered by this Agreement or in the event of a new position being created notice thereof shall be posted for four (4) 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 and wage rate or salary range, 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/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 just manner.
- (c) If a regular employee is transferred to a new position and during a three month trial period proves to be unsatisfactory, he/she will be informed of the concerns and will be given the opportunity to transfer to the first vacancy for which his/her seniority and qualifications make him/her eligible. Likewise, if the employee is not happy in his/her new position he/she may on the one (1) or two (2) month anniversary in the position request to be considered for the first available vacancy for which his/her seniority and qualifications make him eligible.
- (d) This section shall not apply to temporary replacements of twenty-five (25) weeks or less necessitated by maternity, illness, injury, or leave of absence, or replacement of employees on vacation or for temporary filling of vacancies. When filling temporary vacancies exceeding twenty-five (25) weeks duration the employer will consider applications from permanent 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. The posting and filling of temporary vacancies exceeding twenty-five (25) weeks duration shall be in accordance with Article 9, Section 10 (a) and (b).
- (e) No outside advertisement for a vacancy to recruit additional employees shall be made until after such posting has been completed.
- (f) Preference to Disabled Employees

Any employee covered by this Agreement who has given good and faithful service to the Board shall be provided with suitable, alternate employment with no reduction in pay rate when, through advancing years, injury, illness, or handicap, he/she is unable to perform his/her normal duties. Such employee shall not displace an employee with more seniority.

At this point the Union and the Board will endeavour to develop an ergonomic station to facilitate the return to work of the employee to a meaningful and appropriate job providing the employee and his/her doctor agree to the work

situation.

### Section 11 - Notification

The Union shall be notified of all appointments, hirings, transfers, layoffs, re-hirings and terminations of employment for employees covered under this Agreement.

### Section 12 - 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 at least six (6) consecutive months, and
- (b) after completion of the period of employment of three (3) consecutive years, one (1) additional week's pay for each subsequent completed year of employment, an additional week's pay up to a maximum of eight (8) week's pay.
- (c) An employee choosing severance pay must do so within the thirty (30) days after their layoff date.
- (d) An employee choosing severance pay forfeits their right to recall as provided in this Agreement.
- (e) A paraprofessional who receives severance pay under the provisions of this clause and who is subsequently rehired within a twelve (12) month period of termination by the Board, shall reimburse the Board in ten (10) equal monthly instalments.

## ARTICLE 10

### EMPLOYEE BENEFITS

#### Section 1 - Pension

All employees covered by this Agreement, who have been in the employ of the Board for four (4) full months of continuous service, shall apply for superannuation in conformity with the Pension (Municipal) Act of British Columbia.

#### Section 2 - Medical, Dental and Extended Health Benefit 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.

- (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 50%  
payment of claims.

Plan C        Orthodontal - lifetime maximum \$2,500.00 per  
person. 50% of claims.

The employer shall pay 100% of the monthly premium.

- (c) In the event of illness the Board's contribution shall be 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/she 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.
- (d) 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.
- (e) While an employee is on leave without pay because of illness, the Board agrees to pay his/her 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.
- (f) The Board agrees to pay its share of the monthly premiums for July and August so that ten month employees will have continuous year round coverage for the following: Medical, Extended Health Benefits and Dental.
- (g) Extended Health Benefits - additional coverage

Eyeglass coverage, \$200.00 per family member every two (2) years.

Lifetime maximum - \$200,000.

Clinical Psychology - \$500.00 per year per family member.

### Section 3 - Group Life Insurance

Eligible employees who have completed their probationary period of employment shall participate in a mutually acceptable group life insurance plan in the amount of \$45,000 coverage or one and one half times the employee's annual income whichever is greater for each participant. The Board shall pay one hundred (100) percent of the costs of premiums of the Group Life Insurance Plan.

### Section 4 - Long Term Disability Plan

Eligible employees, who have completed their probationary period of employment, shall participate in a mutually acceptable Long Term Disability Plan. Premiums shall be paid by payroll deduction with the Board contributing ninety (90) percent and the employee ten (10) percent of the monthly premium.

## ARTICLE 11

### 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

- (a) 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/her job. Such payments shall be made upon the successful completion of the course. Prior approval of any course must be obtained in writing from the Board.
- (b) The Board will provide two hundred and fifty dollars (\$250.00) per year for each Special Education Paraprofessional for Professional Development. This amount may be carried over with a second and third years' contribution to a maximum of seven hundred and fifty dollars (\$750.00). Procedures for administration of the funds are:

The Union shall administer the funds for Paraprofessional initiated professional

development.

The Union shall allocate the Board's annual contribution equally among the Paraprofessionals employed by the Board in that school year.

On July 1st, the Board shall provide ten (10) percent of its contribution; thereafter, it shall make further payments upon receipt of a statement of expenditures from the Union.

The Union shall maintain procedures that shall permit a Paraprofessional, upon written request to the Union, to have funds unused by June 30th available to him/her in the next two school years, provided that the amount available for the next two school years shall be no more than his/her allocation for that year plus his/her allocation for the previous two years.

- (c) The Board may provide each Paraprofessional one (1) paid day per school year to take advantage of personally initiated professional development opportunities. In the event that no substitute is required, the Paraprofessional may be granted one (1) additional day leave of absence with pay.
- (d) When requested or required to attend a Regional Specialist Association (RSA) day by an Administrator, the registration fee to a maximum of forty dollars (\$40.00) shall be paid by the school.

### 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/her duties will be paid by the Board, up to the maximum approved by the Board policy. Lodging expenses shall be paid subject to the prior approval of the appropriate Supervisor.

### Section 4 - Protective Clothing

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

### Section 5 - 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 6 - Notice of Termination

Except in the case of dismissal for just cause, regular employees shall be given two (2) weeks notice of termination of employment or two (2) weeks pay in lieu thereof.

Employees wishing to terminate their employment are likewise expected to give the same notice to the Board. Records of employment for the summer lay off of permanent staff will be issued in conformity with the Unemployment Insurance Commission regulations.

## Section 7 - Sub-contracting

No regular employee covered by this Agreement shall lose his/her job or suffer reduction in regular working hours as a result of the Board contracting out any work.

Note: The word "regular" refers to full-time and part-time employees, excluding casual.

## Section 8 - 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/she 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 six (6) months. An employee placed in a lower-rated position as a result of mechanization, shall not have his/her wages reduced; he/she shall continue to receive his/her old rate until such time as the agreement rate for his/her new position is equal to his/her actual rate of pay.

Following this six (6) 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 weeks 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) weeks pay, at the regular rate of the position last occupied, for every year of completed service with the Board.

#### Section 9 - Discrimination

(a) No Discrimination

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

(b) Sexual/Personal Harassment

The Board and the Union recognize the right of all employees to work in an environment free from sexual and personal harassment. Any complaint alleging sexual or personal harassment shall be treated seriously and in strict confidence. The employee with their union representative and immediate supervisor or next appropriate level of supervision is to first discuss the matter with the alleged harasser to resolve the issue. If the matter cannot be resolved the employee may address the issue 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.

#### Section 10 - Working at Home

The parties to this Agreement agree that all work performed for the employer shall be on the employer's premises or to and from the employer's premises. In no case shall an employee be permitted to enter into an agreement which could conflict with the above,

without prior consent of the Union.

#### Section 11 - Indemnification Clause

- a) The employer 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 civil action or proceeding, 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:
  - (1) 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 wilful misconduct, or;
  - (2) The cause of the action is libel or slander.

#### Section 12 - Administration of Medication/Medical Procedures

Special Education Paraprofessionals may administer medication to pupils and/or perform medical procedures under the supervision of an administrator and in accordance with Board Policy and procedures as outlined by the B.C. Ministry of Health.

#### Section 13 - Copyright Infringement

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

### **ARTICLE 12**

#### **SAFETY**

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

### Section 1 - Safety Committee

A Safety Committee shall be established and composed of two representatives appointed by the Board, and two representatives of the Union. 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 Employer agrees to provide a training program for Safety Committee Members, which will be held during working hours.

### Section 2 - Unsafe Practices

An employee will not be disciplined for bringing to light any activity or unsafe practices that may be detrimental or pose a hazard to other employees or the public in general, provided the employee has first contacted his/her immediate supervisor and his/her Health and Safety Committee Representative.

## **ARTICLE 13**

### **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 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 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 16.

## Section 2

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

## Section 3 - Time Limit re: Filing Grievances

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

## Section 4 - Correspondence re: Grievances

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 - Censure of Employee

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

## Section 6 - Dismissal of Employee

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

## Section 7 - Employee Reinstated

Should it be found upon investigation that an employee has been unjustly suspended or

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

#### Section 8 - Criticism of Employee

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

#### Section 9 - Wrongful Dismissal

An employee considered by the Union to be wrongfully or unjustly discharged shall be entitled to a hearing under Article 13 - Grievance Procedure. Stages 1 and 2 of the grievance procedure shall be omitted in such cases.

#### Section 10 - Burden of Proof

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

### **ARTICLE 14**

#### **ARBITRATION PROCEDURE**

##### Section 1 - Appointment of Arbitrators

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

##### Section 2 - Arbitration Board Procedures

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 - Decision of Arbitration Board

- (a) The decision of the Board of Arbitration shall be final and binding on all parties. An Arbitration Board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which is deemed just and equitable.
- (b) 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 - Expenses of Arbitration Board

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 - Extension of Time Limits re: Grievance & Arbitration Procedures

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

### Section 6 - Employee Assistance re: Grievance & Arbitration Procedures

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

**ARTICLE 15**

**DURATION OF AGREEMENT**

**Section 1**

This Agreement shall remain in effect for four (4) years commencing July 01, 1994 through the period ending June 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 June 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 June in any one year.

**Section 2**

The operation of the Section 66, Subsection (2) of the Labour Code is hereby specifically excluded and shall not be applicable to this Agreement.

**Section 3**

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

The Board and the Union agree that neither party has the right to alter this Agreement or working conditions unilaterally.

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

Signed for and on behalf of the  
Board of School Trustees of  
School District No. 3 (Kimberley)

Signed for and on behalf of the  
Canadian Union of Public Employees  
Local 2091(A)

\_\_\_\_\_

\_\_\_\_\_

BOARD CHAIRMAN

PRESIDENT

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SECRETARY-TREASURER

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SECRETARY OR COMMITTEE  
MEMBER

**WAGE SCHEDULE "A"**

July 1, 1994

Jan. 01, 1995    July 01, 1995                      July 01, 1996                      July 01, 1997

**Special Education Paraprofessional**

start	\$2,369. per mth	\$2,398. per mth	\$2,426. per mth	\$2,455. per mth
after one (1) year	\$2,455. per mth	\$2,485. per mth	\$2,514. per mth	\$2,545. per mth

after two (2) years	\$2,509. per mth	\$2,539. per mth	\$2,569. per mth	\$2,600. per mth
after five (5) years	\$2,560. per mth	\$2,591. per mth	\$2,622. per mth	\$2,654. per mth

**Substitute and casual**

\$16.22 per hour	\$16.42 per hour	\$16.61 per hour	\$16.81 per hour
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NOTE A: Paraprofessionals are employed on a ten month basis, September to June.

NOTE B: For the purpose of computing the hourly rate, the monthly rate will be divided by 152, being the average number of working hours per month.

**LETTER OF INTENT**

**RE:            ARTICLE 11 - GENERAL PROVISIONS**  
**SECTION 8 - TECHNOLOGICAL CHANGE**

The Board and the Union are committed to review, and by mutual agreement, develop wording to amend the Collective Agreement in the area of Technological Change.

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

On behalf of the Board of  
School Trustees of School  
District No. 3 (Kimberley)

On behalf of the Canadian Union  
of Public Employees Local 2091(A)

\_\_\_\_\_  
BOARD CHAIRMAN

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
SECRETARY-TREASURER

\_\_\_\_\_  
SECRETARY OR COMMITTEE MEMBER

## LETTER OF UNDERSTANDING

### RE: EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

The Board agrees to maintain membership in the East Kootenay Employee and Family Assistance Program. The current cost for membership is fifty dollars (\$50.00) per annum per full-time equivalent (F.T.E.) employee.

The Union agrees to reimburse the Board ten dollars (\$10.00) per annum per full-time equivalent (F.T.E.) member of the Union.

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

On behalf of the Board of  
School Trustees of School  
District No. 3 (Kimberley)

On behalf of the Canadian Union  
of Public Employees Local 2091(A)

\_\_\_\_\_  
BOARD CHAIRMAN

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
SECRETARY-TREASURER

\_\_\_\_\_  
SECRETARY OR COMMITTEE MEMBER

## LETTER OF UNDERSTANDING

RE: LUNCH BREAK

The Board and the Union agree that Special Education Paraprofessionals will receive their normal lunch break, as mutually arranged between the Paraprofessional and the Principal of the School.

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

On behalf of the Board of  
School Trustees of School  
District No. 3 (Kimberley)

On behalf of the Canadian Union  
of Public Employees Local 2091(A)

\_\_\_\_\_  
BOARD CHAIRMAN

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
SECRETARY-TREASURER

\_\_\_\_\_  
SECRETARY OR COMMITTEE MEMBER

## LETTER OF UNDERSTANDING

RE: SEVERANCE

The Board and the Union agree to establish a Committee to investigate and recommend an equitable proposal for severance compensation.

The Committee does not have the authority to modify the Collective Agreement. Any recommendation shall be ratified by the Board and the Union.

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

On behalf of the Board of  
School Trustees of School  
District No. 3 (Kimberley)

On behalf of the Canadian Union  
of Public Employees Local 2091(A)

\_\_\_\_\_  
BOARD CHAIRMAN

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
SECRETARY-TREASURER

\_\_\_\_\_  
SECRETARY OR COMMITTEE MEMBER

## LETTER OF UNDERSTANDING

RE: COMPENSATION GUIDELINES

The Board and the Union agree that should the present day Public Service Employees

Council guidelines change subsequent to July 01, 1996, the Union will have the right to reopen the wage settlement of this agreement.

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

On behalf of the Board of  
School Trustees of School  
District No. 3 (Kimberley)

On behalf of the Canadian Union  
of Public Employees Local 2091(A)

\_\_\_\_\_  
BOARD CHAIRMAN

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
SECRETARY-TREASURER

\_\_\_\_\_  
SECRETARY OR COMMITTEE MEMBER

## LETTER OF UNDERSTANDING

RE: LONG TERM DISABILITY

The Board and the Union agree to investigate the possibility of participating in a Joint  
trusteed self-insured Long Term Disability plan.

It is the intent of both parties that the benefits and conditions of the plan will not be  
reduced.

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

On behalf of the Board of  
School Trustees of School  
District No. 3 (Kimberley)

On behalf of the Canadian Union  
of Public Employees Local 2091(A)

\_\_\_\_\_  
BOARD CHAIRMAN

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
SECRETARY-TREASURER

\_\_\_\_\_  
SECRETARY OR COMMITTEE MEMBER

## LETTER OF UNDERSTANDING

RE: PAY EQUITY

The Board and the Union will develop a pay equity plan and make application to the appropriate Ministries.

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

On behalf of the Board of  
School Trustees of School  
District No. 3 (Kimberley)

On behalf of the Canadian Union  
of Public Employees Local 2091(A)

\_\_\_\_\_  
BOARD CHAIRMAN

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
SECRETARY-TREASURER

\_\_\_\_\_  
SECRETARY OR COMMITTEE MEMBER

## LETTER OF UNDERSTANDING

RE: PAYMENT IN LIEU OF RETRO

The Board agrees to pay to each Paraprofessional One Hundred and Twenty (\$120) Dollars in lieu of retroactive pay for the period July 1, 1994 to December 31, 1994.

Payment shall be calculated on their percentage of employment or on the number of days employed as a Substitute or Casual replacement during the above period.

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

On behalf of the Board of  
School Trustees of School  
District No. 3 (Kimberley)

On behalf of the Canadian Union  
of Public Employees Local 2091(A)

\_\_\_\_\_  
BOARD CHAIRMAN

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
SECRETARY-TREASURER

\_\_\_\_\_  
SECRETARY OR COMMITTEE MEMBER

