

# **COLLECTIVE AGREEMENT**

between

**THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 8 (KOOTENAY LAKE)**

and

**THE CANADIAN UNION OF PUBLIC  
EMPLOYEES - LOCAL 748**

**Term:  
January 1, 1999  
To  
June 30, 2003**

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## **ARTICLE 1 - PREAMBLE**

### 1.01 Preamble

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

- (1) To promote 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 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 matters pertaining to the working conditions of the employees be drawn up in an Agreement.

NOW, THEREFORE the Parties agree as follows:

### 1.02 Singular/Plural – Masculine/Feminine

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

## **ARTICLE 2 - THE BOARD'S RIGHTS RE EMPLOYEES**

### 2.01            Management

The Union recognizes the undisputed right of the Board to operate and manage the schools in accordance with its commitments and responsibilities and to make and alter, from time to time, rules and regulations to be observed by employees, such rules and regulations shall not be contrary to any provisions of this Agreement. Such rules and regulations or amendments will be communicated in writing to the Union.

### 2.02            Hiring/Discipline/Demotion/Discharge

The Board shall always have the undisputed right to hire employees, and subject to this Agreement, the right to discipline, demote and discharge employees for just cause.

### 2.03            Administration of Collective Agreement

The administration of the terms of this Agreement will fall within the jurisdiction of the Superintendent/CEO or the person designated as responsible for Personnel Relations.

## **ARTICLE 3 - DEFINITIONS**

### 3.01 Regular Employees

Regular employees are employees either full-time or part-time who hold a posted position.

### 3.02 Temporary Employees

Temporary employees are employees who have completed sixty (60) days continuous or broken employment within a twelve (12) month period.

Temporary employees will not be employed on a continuous basis for more than six (6) months unless mutually agreed between the Board and the Union.

Once an employee becomes temporary he will be shown as such on the seniority list.

### 3.03 Casual Employees

Casual employees are employees who work on an intermittent basis, but who have not completed sixty (60) days employment within a twelve (12) month period.

Casual employees have no seniority (see Clause 16.04 – New Employee Probation Period), qualify for no benefits, paid leaves or sick leave. Casual employees will be paid fifteen percent (15%) payment on their gross pay to compensate for vacations (6%), statutory holidays (4%) and benefits (5%).

A call-out list for casual employees will be kept with the longest term employees being given preference for call-outs in their classifications and geographical area.

Call-out procedure shall be as Appendix D - "Call Out Procedures".

### 3.04 Students

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

When students are employed when grants are applied for, the Union agrees to waive the posting procedure for filling these positions. The maximum numbers of students will be four (4). The Board will ensure a balance of C.U.P.E. and non C.U.P.E. relatives in these positions. The rate of pay for students will be the custodian rate. Students will not accumulate seniority.

## **ARTICLE 4 – HUMAN RIGHTS**

### **Section 1 – No Discrimination**

#### **4.01           No Intimidation or Discrimination**

The Board agrees that there shall be no intimidation or discrimination against any employee by reason of his activities as a member of the Union, and the Union agrees that there shall be no intimidation on its part towards any employee of the Board.

#### **4.02           No Discrimination**

The Board agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in any matter and the employees shall at all times and in like manner act in good faith toward the Board.

### **Section 2 – No Sexual Harassment**

#### **4.03           Statement of Intent**

The Union and the Board recognize the right of employees to work in an environment free from sexual harassment. Therefore, the Union and the Board agree to cooperate in resolving any complaints of sexual harassment which may arise in the work place.

#### **4.04           Employee Grievance**

An employee may initiate a grievance under this clause at any step of the grievance procedure. Grievances under this clause will be handled with all possible confidentiality and dispatch.

#### **4.05           Board Policy**

Any changes to Board Policy in these areas will be made in consultation with all the education parties.

## ARTICLE 5 – UNION SECURITY

### 5.01 Bargaining Authority

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

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

- (a) Confidential Secretaries – two (2)
- (b) Administrative Assistant
- (c) Confidential Secretary – half time Creston  
(See Note 4 – Appendix “E”)

### 5.02 Union Membership Requirement

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

### 5.03 No Agreements

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

### 5.04 New Employees

The Board agrees to acquaint new employees with the fact that a Collective Agreement between the parties is in effect and with the conditions of employment set out in Article 5 - Union Security and Article 6 – Union Deductions.

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

5.05 Change in Employee Status

The Board agrees that any recommendation or matters considered by the Board relating to rates of pay, promotions, hiring or discharge of all temporary, casual and regular employees covered by the terms of this Agreement shall be communicated, in writing, to the Union at the time of their consideration and decision by the Board.

5.06 Correspondence

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

5.07 Copies of Resolutions

Copies of regular Board meeting minutes and By-laws and Policies as adopted by the Board will be forwarded to the Union.

5.08 Work of the Bargaining Unit

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

5.09 Contracting Out

Work normally performed by the bargaining unit regular employees will not be contracted out without mutual agreement provided:

- (i) there are sufficient qualified, employees available to do the work within the projected time limits;
- (ii) the Board has the equipment or facilities (based on present levels) to do the work.

Determination of work to be contracted out under this clause will be made by the Scope of Work Committee (see Appendix "B") which is comprised of representatives of Management and the Union based on the current guidelines as agreed to by the parties.

No regular employee of the Board shall lose their job or suffer reduction of hours as a result of the Board contracting out work.

The Board and the Union recognizes the advantages of utilizing local contractors and where it is cost effective and lawful, local contractors will be given preferential consideration.

5.10 Work Stoppages/Lockouts

The Union agrees that neither it, nor any of its representatives, nor any employee, shall in any way authorize, encourage or participate in any strike, walk-out, or suspension of work on the part of any employee, or group of employees and that at all times its members shall, under the direction of the Board, maintain all schools during the life of the Agreement, and the Board agrees that there shall be no lock-out of members of the Union during the life of this Agreement.

5.11 Picket Line Protection

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

5.12 Bulletin Boards

The Board agrees that the Union shall have the right to maintain a bulletin board in a convenient location in all work-sites, provided that the use of such shall be restricted to the postings of notices regarding the business affairs, meetings, social events and reports of the Union.

## **ARTICLE 6 - UNION DEDUCTIONS**

### 6.01 Deductions

The Board agrees to deduct all Union dues and initiation fees in accordance with the provisions of the Labour Relations Act of British Columbia.

### 6.02 Remittance

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

The Board will, at the time of making such remittances, enclose a list of employees (including all casual, temporary, part-time and regular employees) from whose pay cheque such deductions were made. When the appropriate up-date of system becomes available – provisions will be made to include the number of hours worked)

### 6.03 Notification by Union - Adjustment in Dues

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

### 6.04 New Employees

In the case of a new employee, a deduction shall be made proportionate to time worked from his cheque in his first (1st) pay period of employment.

### 6.05 Financial Responsibility of the Board

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

## **ARTICLE 7 - LABOUR-MANAGEMENT COMMITTEE**

### 7.01 Committee

A Labour-Management Committee shall be set up comprised of representation of the Board and up to four (4) members of the Union. Stewards will be invited as resource persons when required.

### 7.02 Committee Objectives

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

### 7.03 Committee Meetings

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

### 7.04 Employee Attendance

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

## **ARTICLE 8 - LEAVE OF ABSENCE**

### Section 1 – Union Leave

#### 8.01 Stewards

The Board agrees that the time spent in settling disputes by Union Stewards or representatives shall be considered as time worked, provided that such time shall not exceed a total of thirty-six (36) working hours in any one (1) month. The Union agrees to forward to the Board a written list of names of such Stewards, a record of time spent by each Steward in settling disputes and a list of replacements obtained for Stewards who are required to be absent to settle disputes. In order that the work of the Board shall not be unreasonably interrupted, no Steward shall leave his work without obtaining permission from his supervisor, such permission will not unreasonably be denied.

#### 8.02 Officers

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

- (a) that such time off shall not exceed a total of sixty-four (64) working hours in any one (1) month.
- (b) that a written list of names of such officers in the employ of the Board shall be forwarded to the Secretary-Treasurer for this purpose.
- (c) if the Board can find a suitable replacement in an emergency.
- (d) that the Board is advised by the Union at least twenty-four (24) hours in advance of any requests for a leave of absence.

#### 8.03 Bargaining Representatives

A maximum of four (4) C.U.P.E. bargaining representatives in the employ of the Board shall attend collective bargaining meetings without loss of remuneration. Such representatives will be entitled to eight (8) hours pay per day of bargaining. The Board agrees to pay a mileage allowance for one vehicle.

#### 8.04 Other Employees

The Board agrees to grant leaves of absence, without pay, up to a maximum of two (2) employees for the business purposes of the Union, provided that two (2) weeks notice in writing is given to the Secretary-Treasurer. The seniority of such employees shall not be adversely affected, but shall be counted as being service with the Board.

8.05 Union Leave – Long Term

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

8.06 Unpaid Leave

An employee shall receive the pay and benefits provided for in this Agreement when on unpaid leave of absence for Union work or conventions. However, the Union shall reimburse the Board for all pay and benefits during the period of absence. Such reimbursement shall be made within thirty (30) days of receipt of billing.

Section 2 - Short Term Leave

8.07 Bereavement Leave

- (a) An employee shall be granted up to three (3) working days, without loss of pay or seniority, in the event of a death in the immediate family. "Immediate family" shall be defined as: father, mother, husband, wife, child, brother, sister, mother-in-law, father-in-law, grand-parents, grandchildren, common law spouse, sister-in-law, brother-in-law, step child, step parent, foster child, foster parent.
- (b) Up to one (1) shift shall be granted without loss of salary or wages to attend a funeral, provided such employee has the approval of his supervisor. Additional leave without pay may be granted
- (c) Reasonable leave of absence shall be granted for travel and estate affairs, without pay and without loss of seniority. Up to two (2) additional days may be paid for from the employee's sick bank, with the approval of the immediate Supervisor or School Administrator

8.08 Jury/Court Leave

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

8.09 Volunteer Emergency Response Personnel

An employee who has been identified to their immediate supervisor and/or school administrator as emergency response personnel and cannot report to work at his normal time because of an emergency, or who is called away from work because of an emergency, shall not suffer a loss of pay or benefits resulting from his volunteer duties, providing that employee turns over to the Board any wages received from his volunteer duties on that shift.

8.10 Canadian Citizenship

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

Section 3 – Long Term Leave

8.11 Political Leave

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

8.12 Educational Leave

See Article 23 – Professional Development.

8.13 Military Leave

- (a) The Board shall allow a leave of absence, without pay, to any employee for Active Reserve Service in the Canadian Forces.
- (b) The Country being at war, the seniority of employees enlisting in the Armed Forces shall be continued provided that the employee returns to their employment with the Board within six (6) months of their discharge from the Armed Services.

8.14 General Leave

- (a) The Board may grant leaves of absence, without pay, for good and sufficient reason acceptable to the Board. Requests for such leaves shall be made in writing. An employee granted leave under this Clause will have the option of continuing benefit coverage by prepaying the entire cost of premiums on a monthly basis.
- (b) The length of benefit coverage may be restricted by the insurer. (generally one (1) year)
- (c) Leaves granted under Clause 8.14 – General Leave of the current Collective Agreement will have all the benefits accruing under Clause 8.19 – Benefits During Leave, except that the holiday anniversary date will be advanced by the number of working days missed by the employee being on leave under Clause 8.14 – General Leave.

Section 4 – Maternity, Adoption, Parental and Paternity Leave

8.15 Maternity Leave

Upon written request, leave of absence without pay shall be granted in accordance with the Employment Standards Act for maternity leave.

Additional maternity leave without pay and benefits will be granted to the employee upon request provided such leave not to exceed one (1) calendar year. A request for maternity and extended maternity leave must be made at least four (4) weeks prior to the commencement of the leave.

The requirement for four (4) weeks notice may be varied by mutual agreement, understanding that special circumstances may occur that would preclude the ability of the employee to comply with this requirement.

Maternity leave is without loss of seniority and while no vacations are payable, upon her return the employee's absence shall count as part of her qualifying entitlement. The Board shall continue to pay the portion of premiums for all employee benefit plans for the period of the leave.

8.16 Adoption Leave

Upon written request, leave of absence without pay shall be granted in accordance with the Employment Standards Act for adoption leave as per the provisions of Clause 8.15 – Maternity Leave above.

It is understood that in most cases the four (4) weeks notice would be impossible to provide in cases of adoption.

One (1) day with pay will be granted to the parent (both if employed by the Board) for travelling to receive the child. Up to two (2) additional days for travel may be paid for from the employee's sick bank, with the approval of the immediate Supervisor or School Administrator.

8.17 Paternal Leave

Upon written request, leave of absence without pay shall be granted in accordance with the Employment Standards Act for paternal leave as per the provisions of Clause 8.15 – Maternity Leave.

8.18 Paternity Leave

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

8.19 Return to Work

When an employee decides to return to work after Maternity, Adoption or Paternal Leave, she will provide the Board with two (2) weeks notice. On return from leave, the employee shall be placed in her former position.

In the event that the position no longer exists, or the employee is no longer qualified or no longer physically able to perform substantially the duties of the former position, then the incumbent will exercise their bumping rights in accordance with the Collective Agreement.

Section 5 – Return from Leave

8.20 Assignment on Return From Leave

Upon returning from leaves under

8.05 – Union Leave – Long Term;  
8.11 – Political Leave;  
8.12 – Educational Leave;  
8.13 – Military Leave;  
8.14 – General Leave

the employee shall be returned to the position previously held. Should that position be no longer in existence the employee will exercise the bumping procedure under Clause 19.05 – Bumping When Lay-off Occurs.

Section 6 – Benefits During Leave

8.21 Benefits During Leave

Employees on leave under:

8.05 – Union Leave – Long Term

8.11 – Political Leave;

8.12 – Educational Leave

8.13 – Military Leave

8.14 – General Leave

have the option of continuing with the benefit coverage by paying the entire cost of the premiums on a monthly basis to the Board. During such leaves seniority shall accumulate and while no vacations are payable during the leave, upon his return the employee's absence shall count as part of his qualifying entitlement.

## **ARTICLE 9 - HOURS OF WORK**

### 9.01 Schedule "B"

The regular working week and day for all employees covered by this agreement shall be as set forth in the "Hours of Work Schedule" attached hereto and forming part of this Agreement. The Schedule shall be deemed to constitute Schedule "B" of this Agreement.

### 9.02 Variation of Hours of Work

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

### 9.03 Hours of Work

Hours as established by the posting will be rounded up to the nearest quarter (1/4) of an hour (e.g. seventeen (17) hours and twenty-two (22) minutes per week will become seventeen and one-half (17 ½) hours per week). Thus the daily hours may still reflect an odd number of minutes per day.

When the regular employee is replaced by a casual or temporary employee on a daily basis, the daily hours will not be rounded up to the nearest quarter (1/4) of an hour.



10.08 Bus Driver/Trainer Premium

It is hereby agreed that the certified bus driver/trainer will receive a premium of one dollar and fifty cents (\$1.50) per hour for the time spent instructing.

10.09 Tool Provisions

All tools required by individuals will be supplied by the Board for use on the job only.

10.10 Hand Tool Allowance for Temporary/Casual Employees

- (a) An employee required to utilize their own hand (non-power) tools to perform work on buildings or grounds will be notified in advance by the Board and will be compensated with a tool allowance of twenty-five dollars (\$25.00) per week. The tools must be a full complement of hand tools normally required to perform the duties of the trade and must be in good repair and safe operating condition.
- (b) A tool allowance predetermined by mutual agreement will be paid to the individual worker where the Board requests the use of personal power tools to perform work. The tools must be in good repair and safe operating condition.

10.11 Clothing Allowance:

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

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

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

10.12 Replacement of Personal Items

The Board agrees to pay reasonable costs (excluding normal wear and tear) for replacement of personal items damaged or destroyed during performance of required duties.

10.13 Boot Allowance

Once each year the Board will issue each employee required to wear safety boots a cheque, following the Board receiving a receipt of purchase, for fifty percent (50%) of the cost of boots. Employees working on a temporary basis and required to wear safety boots will be reimbursed on a pro-rated basis. It is recognized that these employees must purchase and wear safety-toed boots.

10.14 Personal Vehicles

Employees may voluntarily use their vehicle for School Board business

(a) Relating to Work

If the Board vehicle is not available, employees with authorization of their immediate Supervisor may use their own private, licensed motor vehicle to carry out their duties.

Travelling to and from work and to different assignments, if more than one position is held, is the responsibility of the employee.

(b) Transporting Students

Should an employee transport students in their personal vehicle, they must comply with the requirements of Board Policy.

(c) Payment

When employees use their own personal vehicle, mileage will be paid in accordance with current Board Policy.

Employees using their own vehicle will be covered under a blanket insurance program provided by ICBC and paid for by the Board. This will provide additional coverage over and above the coverage identified on the employee's certificate of insurance.

10.15 T-4 Slips

T-4 slips will be mailed to employees no later than the last day of February.

10.16 Dual Roles

A dual role position involves work from two (2) classifications being posted as one (1) job. In all dual role positions, the highest rate of pay shall prevail. Dual role positions will not be spread over more than eight (8) hours work in ten (10) hours.

10.17 Two (2) Posted Positions

An employee holding two (2) part-time posted positions shall receive the separate rates of pay.

An employee holding two (2) part-time posted positions will not exceed eight (8) hours work within a twelve (12) hour period.

10.18 Custodian In Charge

Custodian in charge of a one(1)-man school shall receive twenty-one cents (\$.21) per hour in addition to his regular rate of pay.

10.19 Chief Custodian In Charge

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

Note: A Chief Custodian must be designated by the Director of Physical Operations or designate.

10.20 Rates for Leadhand

A Leadhand shall receive not less than ten percent (10%) above the highest rated classification under their supervision.

10.21 Working Foreman/Transportation Co-ordinator

Working Foreman shall receive not less than eleven point six percent (11.6%) above the highest rated classification under their supervision.

10.22 Dispatcher

The Board may appoint employees to dispatch bus drivers on regular, curricular and extra-curricular bus runs. The employee must be designated as dispatcher by the Board. The employee will be paid a premium of twenty-five cents (\$.25) per hour for his regular hours in recognition of this responsibility.

10.23 Contractor Licenses/Annual Permits

- a) Journeymen who are required by the Board to sign an annual permit for the School District will receive a sum of \$0.25 per hour in addition to their regular salary.
- b) When a renovation or construction project, undertaken by the Board utilizing Board employees, requires a permit beyond the scope of the Board's annual permit, Journeymen required by the Board to use their Contractor's license will receive \$0.50 per hour in addition to their regular rate of pay while working on that project.
- c) A journeyman that holds a recognized Diploma of Technology in his field or work that is required by the Board to utilize those qualifications (i.e. engineering or design that would not normally be part of the scope of work of a Journeyman) shall receive ten percent (10%) above journeyman rate for time worked in during that period of time.

## ARTICLE 11 - OVERTIME

### 11.01 Definition Of Overtime

Wheresoever in this Article, and elsewhere in this Agreement that the phrase "overtime worked" shall appear, it shall refer to and include all work performed before or after and as an extension of the regular hours of work comprising a shift, as set out in this Agreement, and shall be paid at overtime rates. When an employee is called out to work at a time other than his regular shift or extension thereof, he shall be paid a minimum of four (4) hours work at the base rate, or for the number of hours actually worked at the appropriate overtime rate, whichever is greater. The parties agree that an employee is entitled to be paid only one (1) call out per four (4) hour period.

### 11.02 Part-Time Employees

- (a) A part-time employee working less than the regular working hours per day or week shall be paid at overtime rates for hours worked beyond the individual employee's regular or normal working hours.
- (b) This does not preclude the Board from offering an employee holding a regular posted position of less than full time the opportunity to work more hours than their posting on an occasional basis up to full time at straight time rate of pay.
- (c) For the purpose of (b), employees in any classification will be able to work up to forty (40) hours before the application of the overtime provisions.
- (d) Clause 11.01 – Definition of Overtime does not apply to Teacher Assistants, who, when requested to participate in either curricular or extra-curricular activities will be paid at straight time for seven (7) hours and bank any additional hours at straight time to a maximum of an additional seven (7) hours per day.

### 11.03 Work on Statutory Holiday

An employee required to work on such Statutory Holiday or day mutually agreed upon in lieu thereof, as aforesaid, shall receive, in addition to regular pay for that holiday, double his regular rate of pay for the time worked.

### 11.04 Notice Of

If an employee is not given twenty-four (24) hours' notice of change of shift he must be paid at overtime rates for all hours worked.

11.05 Refusal Of

An employee has the right to refuse overtime, except in emergencies as determined by the Board, and the Board agrees that there shall be no intimidation or discrimination against any employee by reason of his refusal to work overtime.

11.06 Rates

As compensation for overtime worked, as hereinafter defined, employees covered by this Agreement shall be paid at the rate of time and one-half (1 1/2) for the first two (2) hours of overtime worked on a normal working day and double time (2) thereafter. Hours of overtime on consecutive days of rest shall accumulate and be paid at the rate of time and one-half (1 1/2) for the first four (4) hours and double time (2) thereafter.

Computation Of

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

11.07 Remuneration or Time Off

An employee shall be given the choice of remuneration or time off for any accrued overtime. Accumulation of overtime shall be in hours for that employee's regular assigned shift.

11.08 Banked Time

(a) Accumulation of Banked Time

The Board and the Union agree that, notwithstanding the provisions of Article 11 - Overtime, employees shall be permitted, annually, to accumulate extra time to a maximum of seven (7) regular shifts in lieu of payment, such leave to be equal to the appropriate extra time payment.

Banked time in this clause is defined as all time worked beyond or in addition to an employee's regular posted position either at straight or overtime rates.

(b) Employee Responsibility

Employees will indicate on their time sheet each pay period whether additional hours are to be paid or banked.

(c) Use of

Leave will be taken with the approval of the employee's Supervisor. Days not taken by June 30<sup>th</sup> each year will be carried over unless the employee requests that they be paid out on the last pay period of June.

11.09 Payment Of

As compensation for all work performed outside the recognized hours of work as set forth in this Agreement, whether by way of overtime worked or work performed commencing at a time other than the beginning of a regular shift, as defined in Clause 11.01 – Definition of Overtime, for outside rentals, employees shall be paid at the overtime rate and receive such payment on their regular pay cheque, which is received after such overtime has been reported. Payment for overtime shall be accompanied by an itemized statement. This clause is not applicable to bus drivers on extra-curricular runs.

11.10 Meal Allowance

Employees required to work more than one and one-half (1 1/2) consecutive hours beyond regular shift hours in any day shall be provided with a meal by the Board, or when meal facilities are not available, a payment for breakfast, lunch or supper in accordance with current Board policy, but no less than 2000 Board policy.

## ARTICLE 12 - STATUTORY HOLIDAYS

### 12.01 Entitlement

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

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

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

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

#### Ten 10-month employees

New Year's Day	Thanksgiving Day
Victoria Day	Good Friday
Remembrance Day	Labour Day
Easter Monday	Christmas Day
Boxing Day	

### 12.02 July-August Premium

It is agreed that regular ten (10) month employees who work at any time during July and August will be paid a premium of four percent (4%) in addition to the regular hourly wage to compensate for the Statutory Holidays, Canada Day and BC Day.

### 12.03 Pro-Rated Statutory Holidays

Statutory Holidays for part-time employees or employees holding more than one appointment will be pro-rated.

12.04 Holiday During Regular Time Off

In the event of a Statutory Holiday falling on an employee's regular day off he shall be entitled to a day off, with pay, at his regular rate, on a date determined by the Board and the Union.

12.05 Overtime Provisions

For overtime provisions see Clause 11.03 – Work on Statutory Holiday.

## ARTICLE 13 - VACATIONS

### 13.01 Definition

For the purpose of computing vacation time the word "week" where used in this Article shall be considered as constituting five (5) working days. Holiday time will be earned as days rather than percentage of gross salary. Holiday days will be earned in terms of the number of months employed on a regular basis as per the Agreement. If payout is required at resignation, holiday time will be pro-rated as the number of days of holidays earned.

### 13.02 Entitlement

1. Employees who have not completed one (1) year of service will receive six (6) percent of their gross salary earned to date, if terminating prior to one (1) year of service.
2. Three (3) weeks after one (1) year continuous service.
3. Four (4) weeks after six (6) years continuous service.
4. Five (5) weeks after twelve (12) years continuous service
5. Six (6) weeks after nineteen (19) years continuous service
6. Employees will be entitled to receive one (1) additional day vacation per year for each year worked after twenty-two (22) years continuous service to a maximum of five (5) additional vacation days. E.g. Twenty-three (23) years equals six (6) weeks plus one (1) day.

### 13.03 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. This procedure is subject to the submission of the appropriate form to the Board Office one calendar week prior to vacation start date.

### 13.04 Ten (10) Month Employees

For the purpose of vacation entitlement for ten (10) month employees, ten (10) months of service shall equal one (1) year of service. The vacation entitlement will be credited in September of each year. Ten (10) month employees hired after September 1<sup>st</sup> will have their vacation entitlement pro-rated.

13.05 Temporary Employees

Temporary employees who obtain a regular posted position, without a break in their employment, will have their vacation entitlement begin on the first (1st) day of the uninterrupted portion of their employment. It is understood by the parties that seniority dates and vacation entitlement dates for regular employees will in most cases be different. The regular employee who falls into this category will have his vacation entitlement pro-rated in the first (1st) year due to the fact that for the said period of uninterrupted they have been paid their vacation entitlement.

13.06 Loss of Entitlement

For each period of thirty (30) consecutive days an employee is absent from work in the year preceding June 30 in any year, there shall be deducted from the vacation pay to which he would otherwise be entitled in the succeeding year under Clause 13.02 – Entitlement of this Article, one-twelfth (1/12) of such vacation pay, provided that, as regards employees qualifying under said Clause 13.02, of this Article, time spent on vacation for which the employee is paid under this Article, or time lost because of sickness, with pay, or accident shall be considered as time worked.

13.07 Use Of

Regular Employees

An employee's vacation shall, where practicable, be granted at the time requested, but in all cases the commencement date must be at the convenience of the Board. Preference in choice of individual employee's vacation dates shall be determined by seniority of service.

Clerical Employees

Clerical employees shall take their vacation during the regular school holiday periods of Christmas and Spring Break. Reference to Christmas and Spring Break holidays shall refer only to "ten (10) month" employees.

Ten (10) Month Employees

Regular ten (10) month employees shall receive their regular pay cheque during the Christmas and Spring Break vacation periods with any remaining holiday pay due, paid at the end of June in each year.

13.08 Vacation Time Requirements

The following shall apply where the Board has determined that a twelve (12) month employee is required to be replaced when absent for work due to vacation leave:

1. Vacation Scheduling

- (a) Employees will indicate their vacation leave preference to their supervisor a minimum of ninety (90) days prior to the date they have requested.
- (b) The supervisor will indicate their approval within seven (7) days of receiving the request.
- (c) An exception to the ninety (90) day minimum may be requested to meet special circumstances. Such approval will not be reasonably withheld.

2. Restrictions

- (a) Employees shall be limited to a maximum of one (1) week of vacation time while school is in session. The approval of such leave shall be subject to the availability of adequate trained replacement personnel.
- (b) An exception to the one (1) week limitation may be requested by an employee to meet special circumstances. The approval of such leave shall be at the sole discretion of the Board.

3. Classifications

The Board will provide a list of those required to be replaced.

13.09 Statutory Holidays

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

13.10 Illness During

Where an employee qualifies for sick leave, with pay, during his period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, by mutual agreement. Employees will be expected to provide proof of illness during vacations by way of a letter from a doctor.

## **ARTICLE 14 - SICK LEAVE**

### 14.01 Definition Of

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.

### 14.02 Accumulation Of

All regular and temporary employees shall be granted sick leave credit in the amount of one and one-half (1 1/2) working shifts accumulated in hours for each month worked from commencement of employment for regular employees and from the first day of qualification as a temporary employee. In any one (1) year where an employee has not received sick leave or only a portion of the accumulated credit, he shall accrue the unused portion, as a credit, to a maximum of one hundred eighty (180) working shifts. A deduction shall be made from the accumulated sick leave credit of all normal working shifts, exclusive of holidays, absent for sick leave as defined in Clause 14.01 – Definition Of of this Article. "Working shift" means any day on which an employee would normally work. Temporary employees will be paid sick leave on a pro-rata basis.

### 14.03 Proof of Illness

Sick leave, with pay, shall not be granted, nor shall payments continue until proof of such illness is filed with the Secretary-Treasurer, if proof has been requested during the period of illness.

### 14.04 Without Pay

Sick leave, without pay, shall be granted to an employee who does not qualify for sick leave, with pay, or who is unable to return to work at the termination of the period for which sick leave, with pay, would be granted under these regulations. The sick leave period shall be granted for one (1) year and subject to review if leave exceeds one (1) year.

14.05 Payout Of

An employee entitled to sick leave under this Article shall receive forty percent (40%) of his unused accumulated sick leave upon:

- (a) Retirement on or after the attainment of the minimum retirement age in conformity with the Municipal Superannuation Act of B.C., whichever shall last occur, or
- (b) Retirement with a permanent disability entitling the employee to superannuation, or
- (c) Death of an employee while in the service of the Board, payable to the employee's estate, or
- (d) Severance, with five (5) or more years of seniority, as a payout of accumulated sick leave credits. This clause does not apply to employees dismissed for just cause.

14.06 Record Of

A record of all accumulated sick leave credits will appear on the employee's pay slip. Upon request, a printed copy of the accumulated sick leave credits will be provided to the Union.

14.07 Workers' Compensation

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.

14.08 Medical and Dental Appointments

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

14.09 Illness of Immediate Family Member

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

## ARTICLE 15 - BENEFITS

### 15.01 Municipal Superannuation

(a) All eligible employees shall participate in the Municipal Superannuation Plan of B.C. Regular part-time employees who work less than seventeen and one-half (17 ½) hours per week shall have the option of participating in the Municipal Superannuation Plan of B.C.

#### (b) Purchase of Contributory Time

Employees shall be allowed to purchase past contributory time with the following provisos:

- the entire cost (including the Board's share) of purchasing past service be borne by the employee;
- the past service requested be pre-approved by the Pension Commission;
- employees may request the Board to have the payment for past service deducted from their pay cheque with the understanding that all payments must be made within the fiscal year (July 1 – June 30) application is made. The Board may consider an extension to re-payment in special situations.

Note: Eligibility for Medical, Group Life, Dental, Extended Health and Long-Term Disability is as per Clause 15.10 - Benefit Summary.

### 15.02 Medical

Regular employees who have completed one (1) calendar months service within the previous twelve (12) calendar months may participate in the mutually approved Medical Plan. The Board will pay one hundred percent (100%) of the premium.

### 15.03 Group Life Insurance

Regular employees who have completed sixty-five (65) working shifts service within the previous twelve (12) calendar months shall participate in the Group Life Insurance Policy Payroll Deduction Plan. The Board will pay one hundred percent (100%) of the premium. This Group Life Insurance will provide coverage calculated at three times (3X) the annual basic earnings rounded to the next higher one thousand dollars (\$1,000), if not already a multiple of one thousand dollars (\$1,000). Maximum two hundred thousand dollars (\$200,000).

15.04 Payment of Employee's Share While on Sick Leave

While an employee is on sick leave, without pay, the Board agrees to pay the employee's share of the premium payments for all benefits. The total premiums paid by the Board on behalf of the employee will be deducted from his wages after he returns to work. The said deductions shall be repaid to the Board over a period of time equal to the time lost.

15.05 Dental

The Board shall pay one hundred percent (100%) of the costs of a mutually acceptable Dental Plan. The plan coverage will be:

Plan A - one hundred percent (100%)

Plan B - sixty percent (60%)

Plan C - fifty percent (50%) – lifetime maximum of two thousand dollars (\$2000.00)

15.06 Extended Health

The Board shall pay one hundred percent (100%) of the cost of the Extended Health Benefits Plan.

- Vision Care coverage will be two hundred and fifty dollars (\$250.00) per family member per twenty-four (24) months.
- Hearing aids will be covered up to five hundred dollars (\$500) every five (5) years.
- Extra para-medicals will also be provided to a maximum of three hundred and fifty dollars (\$350.00) per year. This will include:
  - Acupuncturist, chiropractor, osteopath, podiatrist, naturopath, speech pathologist and clinical psychologist.
- Wigs or hairpieces when required as a result of illness or injury to a lifetime maximum of five hundred dollars (\$500.00).

15.07 Long-Term Disability

Employees will pay seventy-five percent (75%) and the Board shall pay twenty-five percent (25%) of the premium to maintain the current Long-term Disability Program. (Effective February 1, 1999)

15.08 Waiver of Benefits

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

15.09 Payment in Lieu Of

A regular part-time employee working less than fifty percent (50%) of a full-time position per week will be paid five percent (5%) gross pay in lieu of being provided benefits.

15.10 Benefit Summary:

Benefit	Who Is Eligible	When Eligible	Cost Sharing
Medical	Regular employees who work seventeen and one-half (17 ½) hours or more per week	The first (1 <sup>st</sup> ) day of the month following date of appointment as a regular employee	100 % Board
Extended Health	(as above)	(as above)	100% Board
Dental	(as above)	(as above)	100% Board
Life Insurance (mandatory)	(as above)	65 working days from the 1 <sup>st</sup> day as a regular employee	100% Board
Long-Term Disability (mandatory)	(as above)	65 working days from the 1 <sup>st</sup> day as a regular employee	25% Board/ 75% Employee

15.11 Benefits Trust

The Board and the Union will participate in the Benefits Trust provided there is no additional cost or liability to the Board.

15.12 Provincial Long-Term Disability

The Board and the Union will participate in the Long-Term Disability Plan provided it is fully funded by the Government. Upon the implementation of this plan, the funding provided by the Board (as per Clause 15.07 – Long-Term Disability) will be available to the Union. The Union and the Board will meet as soon as practicable after implementation to determine how these funds will be utilized.

## ARTICLE 16 - SENIORITY

### 16.01 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 and posted on all bulletin boards in January and September of each year.

### 16.02 Loss of Seniority

An employee shall only lose his seniority in the event:

- (a) He is discharged for just cause and is not reinstated
- (b) He resigns and submits his resignation in writing
- (c) He is absent from work in excess of two (2) working days without sufficient cause or without notifying the Board, unless such notice was not reasonably possible.
- (d) He fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Board informed of his current address and telephone number. An employee recalled for casual work or employment of short duration at a time when he is employed elsewhere shall not lose his recall rights for refusal to return to work if the Board can find a suitable replacement.
- (e) He is laid off for a period longer than twenty-four (24) months
- (f) Regular employees who have been laid off, work a total of sixty (60) shifts in the twenty-four (24) month recall period shall have their rights extended for an additional twelve (12) months. Failure to work sixty (60) shifts will result in the loss of seniority.

### 16.03 No Loss of Seniority

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

### 16.04 New Employee Probation Period

A newly hired employee shall be on probation for a period of sixty (60) shifts worked from the date of hiring. During the probationary period the employee shall be entitled to all rights and benefits of this Agreement unless specified otherwise. After completion of the probationary period, seniority shall be effective from the original date of employment.

16.05 Temporary Employees

A temporary employee's seniority shall commence on the first (1st) day of work in accordance with Clause 3.02 – Temporary Employees. Temporary employees qualify for fifteen percent (15%) payment on their gross pay to compensate for vacations (6%), statutory holidays (4%) and benefits (5%).

16.06 Promotions/Transfers/Demotions

The Board agrees that seniority shall govern in all cases of promotions and demotions but that seniority shall govern only when the employee or employees are qualified and have the ability to perform the job. The Board shall determine qualifications in a fair and equitable manner. Job postings will contain qualifications and experience as outlined in the position description.

Both parties recognize:

- (1) the principle of promotion within the service of the Board.
- (2) that job opportunity should increase in proportion to length of service. Therefore, in making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications.

16.07 Transfer Outside of Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his consent. An employee transferred out of the unit shall retain his seniority for up to sixty (60) shifts. If the employee returns to the bargaining unit within the sixty (60) shifts, he will move back into the position he held prior to leaving the unit. Other employees affected will also bump back into their original positions.

16.08 Transfers

Employees may be transferred from one (1) school to another, if such a transfer is considered expedient by the Board in order to expedite the over-all cleaning, maintenance or heating work in the School District for a period not in excess of sixty (60) days, and after consultation with the Union.

- (a) If an employee transferred on a temporary basis (sixty (60) working days or less) is required to travel out of the Municipality in which he normally works to effect such temporary transfer, the Board agrees to provide transportation for the employee from one Municipality to the other for the duration of the temporary transfer, or in lieu of providing such transportation, the Board shall pay such employee required to use their own means of transportation on the mileage rate set out in Board Policy for Trustees on School Board business.
- (b) Requests for permanent transfers may be initiated by an employee(s), the Union or the Board. They must be approved by mutual agreement.

## **ARTICLE 17 – JOB DESCRIPTIONS INCLUDING PAY EQUITY MAINTENANCE PLAN**

### 17.01 Joint Committee

There will be a joint Job Evaluation Committee, made up of four (4) representatives from the Board and four (4) representatives from the Union.

Each party may have one (1) alternate.

### 17.02 Role of Committee

The role of the Joint Committee will be to review and make recommendations for new and revised positions. Either party may engage advisors to assist them in this process.

### 17.03 Process

#### (a) Revised Positions:

Where an employee or supervisor believe that the duties and/or responsibilities of the position have changed, the proposed changes will be forwarded to the Joint Committee for review. Any changes to the job description and rate of pay will be set by mutual agreement of the parties to this Collective Agreement.

#### (b) New Positions:

Any new position created by the Board, shall have the job description and rate of pay set by mutual agreement of the parties to this Collective Agreement. In the event of failure to agree the matter shall be resolved via the arbitration provisions of this Collective Agreement.

Failure to reach mutual agreement in (a) and (b) above shall be resolved by referring the issue direct to Arbitration as per the provisions of this Collective Agreement. Notwithstanding (a) above, all positions will be reviewed at least once every five (5) years.

17.04 On-Going Review

To ensure job descriptions are current and relevant, either Party may request, in writing, that a review take place as follows:

- (a) a maximum of three (3) to be under review at any one time. This number can be increased by mutual agreement.
- (b) The review will be initiated within thirty (30) days of the written request.
- (c) Where review of a position has not been requested within the five (5) year period, it will be the responsibility of the Joint Committee to complete the review.

17.05 No Requirement to Fill

The setting out of a job classification and accompanying wage rate in the wage schedule attached to this Collective Agreement shall not bind the Board to create or fill such position.

17.06 Pay Equity Agreement

The Memorandum of Agreement Re: Pay Equity, signed February 15, 1999 is meant to ensure that identified inequities in pay between male and female dominated jobs will not be increased. Therefore the Board and the Union agree to apply general wage increases in such a way that gender equity is maintained.

## **ARTICLE 18 - POSTINGS**

### 18.01 Vacancies

When a vacancy occurs or a new position is created, the Board shall notify the Union, in writing, and post notice of the position on all bulletin boards for a minimum of five (5) working days so that all members will know about a vacancy or new position.

### 18.02 Posting Content

Notice of posting shall contain the following information:

- Nature of work
- Required qualifications
- Knowledge, education and skills required
- Shift (days of week and hours of work)
- Area – as defined by job description
- Wage or salary
- Competition number
- Date of posting
- Date posting closes

Qualifications may not be established in an arbitrary or discriminatory manner. Applications must be in writing.

### 18.03 No Outside Advertising

No outside advertising for any vacancy will be placed unless mutually agreed until the applications of present employees have been fully processed.

### 18.04 Posting Period

Vacancies, if they are to be filled, or new positions, must be posted within ten (10) working days of the vacancy or creation.  
Vacancies of less than thirty (30) worked shifts need not be posted.

### 18.05 Copies Mailed

Copies of the posting will be mailed to qualified laid-off and temporary employees who are not at work and therefore unable to see the posting. It is the employees' responsibility to inform the Board of any changes to qualifications, address and/or other pertinent information.

18.06 Temporary Vacancies

Temporary vacancies of thirty (30) worked shifts or more duration will be posted as temporary vacancies.

18.07 Notice of Return

If the temporary vacancy was created by a regular employee being absent due to illness or injury, the absent employee must give one (1) weeks notice of his return to work.

If the temporary vacancy was created by a leave of absence, the absent employee must give two (2) weeks notice of his return.

18.08 Preference

In all cases of regular postings or temporary postings, regular employees having the required skills will be given preference over temporary employees and temporary employees will be given preference over casual employees from applications received.

18.09 Paraprofessional Movement Restrictions

Teacher Assistants are encouraged not to move within the system, except in September of each year. When a vacancy exists in mid-term it will be posted and the successful applicant selected. If it is deemed that a mid-term move would be of significant detriment to the student, the successful applicant will be appointed to the position in June for placement in September of the new school year. Should a Teacher Assistant position become redundant or the hours reduced, the affected Teacher Assistant will be placed in a position of at least equivalent hours that would have the least impact on student learning. Consideration will also be given to the employee's personal circumstances. The affected Teacher Assistant would then exercise his/her seniority in June to select a position for the September following.

18.10 Maximize Hours of Work

While the parties recognize a need for and a preference on behalf of some employees for part time shifts, the Board is, however, encouraged to create positions or a combination of positions that allow employees to work up to the maximum number of hours. Where dual positions are established, Clause 10.17 – Dual Roles applies.

18.11 Posting for Long-Term Absence

- In the event of a vacancy occurring due to an illness or injury, this position will be posted as a temporary position pending the return of the incumbent to a maximum of six (6) months.
- If, after six (6) months, the incumbent has not returned, then this position will be re-posted as a regular position.
- If the incumbent is able to return to work, he will return to his former position.
- In the event that the position no longer exists; or the incumbent is no longer qualified or no longer physically able to perform substantially the duties of the former position; then the incumbent will exercise their bumping rights in accordance with the Collective Agreement.

18.12 Split Shifts

Definition: Any posted position that is not continuous from start time to finish time exclusive of the unpaid meal break.

There shall be no split shifts unless mutually agreed upon by the Union and the Board.

Bus Driver positions shall be a two (2) way split shift paid at a minimum of four (4) hours per day.

18.13 Trial – Change of Classification or New Assignment

NOTE: Reference to change of classification or new assignment refers only to appointments as a result of a Posting or in the case of a bump to a different classification.

The successful applicant shall be placed on trial for a period of thirty (30) shifts worked. The trial period may be extended by mutual agreement.

Conditional on satisfactory service, the employee shall be confirmed in the position after the period of thirty (30) shifts worked. An employee may revert to his former position at any time during the trial period by providing five (5) working days notice, in writing, to his immediate supervisor.

In the event the successful applicant has difficulty with or proves unsatisfactory in the position at any time during the trial period, a committee comprising the Union and Board representatives will meet with the employee and the supervisor. The committee will review the circumstances and can recommend that:

- The employee be returned to his former position subject to the provisions of this Clause; or
- The trial be extended and assistance provided to the employee

If the employee returns to his former position for any reason, he will revert to his former wages or salary rate without loss of seniority. If the position no longer exists, the employee will be eligible to exercise his bumping rights in accordance with the provisions of this Agreement. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his former position, wage or salary rate, without loss of seniority.

18.14 Consideration for Promotion

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

18.15 Notification of Staff Changes

Within the first week of each month, a listing of all successful applicants for postings issued the previous month will be posted to all bulletin boards. The Union shall be notified of all appointments, hirings, lay-offs, transfers, recalls and terminations of employment.

18.16 Employee Familiarization

- (a) Familiarization is defined as a short period of time to which an employee is entitled in order to acquaint himself with the particular details and routine of a new job.
- (b) Wherever necessary, employees new to a position will be given a minimum of one (1) shift with a qualified individual.

## **ARTICLE 19 – LAY-OFF AND RECALL**

### Section 1 – Lay-Offs

#### 19.01 No Lay-Off After September 30th

The Board commits that there will be no C.U.P.E. staff lay-offs after September 30<sup>th</sup> of each school year provided that there is an understanding that staff could be transferred to other assignments of equal or greater hours, remuneration and classification during the balance of the school year. For example, should a T.A. assigned to a student on a one-to-one basis (e.g. autism) and the student should leave the District October 15<sup>th</sup>, the T.A. could be re-assigned to another position in the District including casual, relief or term assignments. This would be done in consultation with the Union and the employee(s) involved.

In any event this re-assignment will not impose undue hardship on the employees.

#### 19.02 Reduction/Increase of Hours

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

(i) accept the reduction and remain in the position

(ii) have the right to exercise his seniority to bump as per Clause 19.05 – Bumping and Clause 19.06 – Use of Bumping Rights

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

(b) Should a position be increased in hours in excess of twelve percent (12%) accumulative from January 1, 1998, the position shall be reposted. Notwithstanding the Memorandum of Agreement that is in place for Teaching Assistants dated December 8, 1999.

#### 19.03 Lay-Offs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order to the bargaining-classification-wide seniority.

#### Temporary Employees

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

### Section 2 – Bumping

19.04      Notification Of

The Board shall notify employees who are to be laid off ten (10) working days prior to the effective date of lay-off. If the employee has not had the opportunity to work the days, as provided in this Article, he shall be paid for the days for which work was not made available.

19.05      Bumping

Regular employees will have the right to bump, bargaining-unit-wide, any employee with less seniority, providing they can adequately perform the job. The temporary employees, when lay-off occurs, will have the right to bump, bargaining unit-wide, any temporary employee with less seniority, providing they can adequately perform the job. In cases of displacement due to technological change refer to Clause 24.01 - Displacement Due to Technological Change.

19.06      Use of Bumping Rights

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

Section 3 – Recall

19.07      Recall

Employees shall be recalled in the order of seniority, provided they can adequately perform the work available.

19.08      No New Employees

No new employees shall be hired until those laid off have been given an opportunity of recall, subject to job requirement.

Section 4 – Miscellaneous

19.09      Benefit Premiums During Lay-Off

The Board agrees to pay its portion of premiums for all employee benefit plans for employees laid off for a period of less than four (4) calendar months. In the event of a longer lay-off, employees so affected shall have the right to continue receiving coverage through direct payments where allowable.

19.10 Lay-Off Grievances

Grievances concerning lay-offs and recalls shall be initiated at Stage 3 of the grievance procedure.

19.11 Union Executive

In order that the operations of the Union will not become disorganized when lay-offs are made, members of the Executive Board of the C.U.P.E. Local and Chief Steward shall be the last persons laid off during their term of office, subject to job requirement.

The Executive Board of the C.U.P.E. Local consists of the President, Regional Vice Presidents (2), Secretary, Treasurer, Stewards - ten (10).

## ARTICLE 20 - GENERAL PROVISIONS

### 20.01 Preference for Disabled Employees

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

The issue of Duty of Accommodate has been referred to sub-committee for resolve. (March 2000)

### 20.02 Home Care of Students

Employees are not expected to provide care to students in the student's home.

### 20.03 Indemnification

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 civil action or proceeding, arising from any acts or commissions 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.

(a) Subsection (a) does not apply 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 wilful misconduct, or
- ii) the cause of action is libel or slander

### 20.04 Copyright Infringement

In the performance of assigned duties, employees who are required or directed to copy and/or reproduce copyright material shall be indemnified by the Board for any copyright infringement. If an employee suspects a copyright will be infringed upon they shall advise the person directing them to do the work.

### 20.05 Merger/Amalgamation/Combination with Another School District

In the event that the Board shall merge, amalgamate, or combine any of its operations or functions with another School District, the Board agrees to the retention of seniority rights for all employees with the new District following consultations between the Union and the Board.

## ARTICLE 21 - SAFETY

### 21.01 Definitions

- (a) WCB Regulations – means the latest Occupational Health and Safety Regulations (BC Regulations 296/97 as amended by BC Regulation 185/99) or any subsequent amendments to the regulations provided that they are equal to or exceed the above mentioned regulations.
- (b) Joint Site Safety Committee – means Joint Site Occupational Health and Safety Committee or Safety representative established at each school site as required in WCB Regulations Div. 4 – Joint Committees and/or Worker Representative.
- (c) Safety Advisory Council – means District Occupational Health and Safety Joint Advisory Council as described in Clause 21.03 – Safety Committee.

### 21.02 Statement of Intent

The Union and the Board agree to continue to consult and cooperate with each other on issues related to Occupational Health and Safety in striving to perfect safety measures now in effect.

The Union and the Board agree that the WCB Regulations shall be the governing document in matters of Occupational Health and Safety.

Matters other than those described by or (if permitted) variations of the above noted Regulations shall be by mutual agreement.

### 21.03 Safety Committee

Joint site Safety Committees shall be as described in Div. 4 Sect. 125 – 140 or any other applicable Division, Section or Subsection in the WCB Regulations.

The District Safety Officer shall establish a District Occupational Health and Safety Joint Advisory Council comprised of:

- C.U.P.E. – East Zone Safety Representative
- C.U.P.E. – West Zone Safety Representative
- N.D.T.A. – Safety Representative
- C.V.T.A. – Safety Representative
- Administrators Association – Safety Representative
- District Safety Officer
- Senior Management Representative

This Joint Safety Advisory Council shall meet quarterly or as may be required or

called for by any three (3) members. The meeting shall be chaired by a member elected by the committee. Minutes of meetings shall be recorded and filed with the District Safety Officer for access by the Workers' Compensation Board at any time during normal working hours. Copies of minutes shall be provided to all Safety Advisory Council members, Secretary of the Union and the person responsible for personnel relations.

21.04 Safety Committee Meetings

- (a) The Safety Committee shall hold meetings, as requested by the Union or by the Board, and all unsafe or dangerous conditions shall be taken up and dealt with at such meetings.
- (b) All Joint Site Safety Committee meetings shall be regularly scheduled as required by the WCB Regulations. (Div. 4 – Sect. 131.2)

21.05 Minutes of Safety Committee Meetings

All Site Safety Committee minutes shall be forwarded to the District Safety Officer and the WCB. Copies of minutes shall be sent to the Executive of the respective Unions and namely, C.U.P.E., N.D.T.A., C.V.T.A., Administrators Association and Senior Management.

The Joint Site Safety committee minutes format shall be developed by the Safety Advisory Council and shall be the same for all Site Joint Safety Committee meetings.

21.06 Tools, Equipment, Clothing

All employees working in any dangerous capacity shall be supplied with all the necessary tools, safety equipment and protective clothing, when needed.

21.07 Employee Participation

Time spent by employees in performance of their duties as members of the Joint Safety Committee shall be considered as time worked, and payment shall be on the basis of straight time only.

21.08 Refusal of Unsafe Work

Both the Union and the Board recognize Clause 3.24 – Refusal of Unsafe Work of the Workers' Compensation Regulations and endorse the intent of this clause.

21.09 Safety Training

Time spent on Health and Safety courses approved by the Board should be considered as time worked and payment shall be on the basis of straight time only to a maximum of eight (8) hours per day.

21.10 Communicable Diseases

- (a) The Safety Committee is also charged with reviewing the impact of serious communicable diseases and what assistance the Board might provide to protect employees in their specific environment.
  
- (c) The Board provides any employee requesting vaccination for HIV, Hepatitis A, B, C, or any other vaccination recommended by the District Medical Health Officer.

**ARTICLE 22 -- APPRENTICESHIP**

22.01 Co-operation

The Board and the Union agree to co-operate in the establishment of an apprenticeship program to provide an opportunity for employees to gain career advancement in a specific trade.

22.02 Posting of Opportunity

If the Board, in consultation with the Union, identifies the need for an apprentice placement, the position will be posted. The most senior employee will be selected provided they can pass a pre-apprenticeship test administered by the Apprenticeship Board with a required passing rate of eighty percent (80%) and meet any other requirements as designated by the Apprenticeship Board.

22.03 Leave for Courses

Leave will be approved, without pay, for the apprentice for the purpose of attending full-time courses required under the apprentice program or the Board will allow the apprentice to time their vacation during this period.

22.04 Leave for Alternate Work

If the Board is unable to provide employment for the apprentice to enable them to complete their apprenticeship, leave without pay will be granted so that the apprentice can complete their program with another Employer

22.05 Rate of Pay

The rate of pay will be identified as a percentage of the Journeyman's rate as follows:

1 - 6 months	60%	25 - 30 months	80%
7 - 12 months	65%	31 - 36 months	85%
13 - 18 months	70%	27 - 42 months	90%
19 - 24 months	75%	43 - 48 months	95%

If the apprenticeship is less than the above four (4) year program, the rate of pay percentages will be adjusted for the period of the apprenticeship.

22.06 Seniority

Employees selected as apprentices under this program shall accrue seniority while in the program.

22.07 Joint Committee

A committee comprising Union and Board representatives will be established should a vacancy for an apprentice program be identified to finalize any other matters relating to the apprenticeship that are required.

22.08 No Guarantee

An apprentice will not be guaranteed a position when they have obtained a certificate of proficiency, or a certificate of apprentice or journeyman certification in their designated trade. They will be able to exercise their seniority to bid on available positions. An employee who provides the training required by the Apprenticeship Board to an apprentice will be protected from the bumping process from that individual.

## ARTICLE 23 --PROFESSIONAL DEVELOPMENT

### Preamble

The Board and the Union agree to encourage upgrading of C.U.P.E. personnel and believe that this is a joint responsibility in relation to financing and commitment of time.

### 23.01 Educational Leave

- a) Educational leave, without pay, for up to one (1) year may be granted to an employee who wishes to participate in educational upgrading. This leave may be extended at the end of the term for up to one (1) additional year. Requests for such leave must be submitted, in writing, two (2) months prior to the effective date of leave.

Employees may request assistance for tuition or other related expenses in accordance with the Regulations to the C.U.P.E./Board Professional Development Fund.

### b) Job Related

- (i) When the Board requires an employee to participate in educational upgrading as a requirement for their position, leave with pay will be granted. Reimbursement will include payment for all hours in attendance up to a maximum of eight (8) hours per day, at straight time, as well as registration and other approved expenses in accordance with Board Policy.

### (ii) Courses of Instruction

In the event of any employee taking a course of instruction, as approved by the Board, in order that the employee will better qualify to perform his job, the Board will, on the employee's successful completion of the course, reimburse the employee in full for all pre-approved costs incurred during the duration of the course. When an exam connected with the course requires the employee to be absent from work for the day then the employee will be reimbursed equivalent to their normal shift for one (1) day.

## 23.02 Non-Instructional Days

Activities and training to take place on NID days will be pre-planned as far in advance as possible prior to the school year and will be developed in consultation with representatives of the appropriate classification.

Employees will be required to attend training or scheduled activities on NID days up to their normal hours of work.

If there are no scheduled activities or training arranged, or the employee does not wish to participate, their immediate Supervisor may approve job related duties for the shift. Attendance at training, scheduled activities or work assigned will be with pay and based on the regular hours of their normal shift.

With the permission of their immediate Supervisor, employees may elect to utilize vacation time, banked time or leave without pay on non-instructional days.

Groups of employees (e.g. bus drivers) with the approval of their Supervisor(s) may arrange for alternative methods of utilizing non-instructional days within the limits of this Collective Agreement, subject to mutual agreement between the Board and the Union.

Temporary and Casual employees will have the opportunity to attend training sessions/scheduled activities. If they are in a temporary posting they will attend with pay, or, may, with the approval of their immediate Supervisor be assigned work-related duties for the duration of their regular shift.

## 23.03 Professional Development Fund

The Board will, in co-operation with the Union, maintain a professional development fund, available for all employees within the bargaining unit.

The fund will be established at fifteen thousand dollars (\$15,000). The board will contribute sixty-five percent (65%) and the Union will contribute thirty-five percent (35%) and will be designated as twelve thousand (\$12,000) for individual employees and three thousand (\$3,000) for groups.

This fund may be increased by mutual agreement.

The fund will be administered by a committee comprising four (4) Union representatives and two (2) Board representatives.

Regulations for this fund will be based on those in effect as of January 1, 2000 and may be altered by mutual agreement between the Board and the Union.

## ARTICLE 24 – TECHNOLOGICAL CHANGE

### 24.01 Definition

A change which through the introduction of equipment, materials or processes results in the loss of employment or substantially alters the nature of the work of one (1) or more regular employees.

### 24.02 Advance Notice

When the Board is considering the introduction of technological change, they will:

- (a) notify the Union in writing as far as possible in advance of its intentions and to update the information provided as new developments arise and modifications are made;
- (b) will provide the Union in writing at least one hundred and twenty (120) days before the introduction of a technological change with a detailed description of the project including:
  - (i) the nature of the change;
  - (ii) the date on which the Employer proposes to effect the change;
  - (iii) approximate number, type and location of employees likely to be affected by the change;
  - (iv) the effects the change can be expected to have on employees working conditions and terms of employment.

### 24.03 Consultation

The Labour/Management Committee will meet within fifteen (15) days of advice by the Board that it plans to introduce a technological change. This Committee will work toward eliminating adverse effects on employees which might result from such changes.

### 24.04 Income Protection

An employee whose job classification is changed or who is transferred to another assignment by virtue of technological change will suffer no reduction in normal earnings until such time as the Agreement rate for his new position is equal to her actual rate of pay.

24.05 Bumping Rights

An employee who is displaced from their job as a result of technological change shall be given an opportunity to fill any vacancy from which they have seniority and which they have the qualifications and ability to perform. If there is no vacancy, they shall have the right to exercise their bumping rights in accordance with the Collective Agreement.

24.06 Training Benefits

Where new or greater skills are required by an employee to carry out their work in the District as a result of technological change than are already possessed by the employee, such employees shall, at the expense of the Employer, be given a period of time not to exceed ninety (90) days in which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no reduction in wage or salary rate during the training period of any such employee and not reduction in pay upon being reclassified in the new position.

24.07 Additional Training

If additional training time is required beyond the ninety (90) days provided for in Clause 24.06 – Training Benefits, additional training time shall be at the expense of the employee. However, the position available will be held for the employee for the period of time agreed on and provided the employee successfully completes the training program.

24.08 Training Period

The training period provided for in this Article shall be given during normal working hours whenever possible. Any time devoted to training due to technological change shall be considered as time worked.

Training programs will be developed in consultation with the Union and where applicable the manufacturers representative. When on-site training is necessary relief personnel will be provided for a reasonable period of time, if required.

24.09 No New Employees

No additional regular employees shall be hired by the Board until the employee effected by the change have been notified of the proposed technological and allowed the ninety (90) days to acquire the necessary knowledge or skill to retain their employment.

24.10 New Classifications

All new classifications or positions created as a result of technological change or current job classifications which are changed as a result of technological change shall be automatically included in the bargaining unit unless the Union and the Board mutually agree to exclude them. (See Article 17 – Job Descriptions Including Pay Equity Maintenance Plan)

24.11 Severance

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

## **ARTICLE 25 – RESIGNATION, DISCIPLINE, SUSPENSION AND DISCHARGE**

### 25.01 Just Cause

Employees who are dismissed for just cause are not entitled to two (2) weeks notice of termination of employment or two (2) weeks pay in lieu thereof.

### 25.02 No Just Cause

Except in the case of dismissal for just cause, employees who have completed their probationary period shall be given fourteen (14) calendar days notice of termination of employment or two (2) weeks pay in lieu thereof.

### 25.03 Resignation

An employee voluntarily leaving the service of the Board shall be required to give the Secretary-Treasurer fourteen (14) calendar days notice in writing of termination of employment.

### 25.04 Employee Right of Representative

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

### 25.05 Censure of Employee

Whenever the Board deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of, or omission referred to, or may follow if such employee fails to bring his work up to a required standard by a given date, the Board shall forthwith give written particulars of such censure to the Secretary of the Union. The employee will be accompanied by the Shop Steward.

### 25.05 Records of Offence

Records that have been listed for over a twelve (12) month period will be withdrawn providing there has not been a continuation of an offence. Only those records of more than one (1) year shall be deleted.

Access to Personnel File

An employee shall have the right, after reasonable notice, to have access to and review their personnel record and shall have the right to respond in writing to any document therein. Such a reply becoming part of the permanent record.

Viewing of the file shall be on the employee's own time at either the School Board office in Nelson or a designated office in Creston. Viewing will be done in the presence of Management. The employee may be accompanied by a union representative or may elect, in writing, to have a union representative view the file on his behalf.

Any disagreement as to the accuracy of the 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 document from the employee's record of which the employee was not aware at the time of filing may be introduced as evidence in any hearing.

## **ARTICLE 26 - GRIEVANCE PROCEDURE**

### 26.01 Procedures

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

#### Stage 1

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

#### Stage 2

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

#### Stage 3

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

The meeting date will be established immediately upon receipt of the Stage 3 grievance. However, this does not preclude either party from attempting to settle the grievance while awaiting the meeting

#### Stage 4

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

### 26.02 Abandonment

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

26.03 Board of Arbitration

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

26.04 Written Submission Requirement

All grievances beyond Stage 1 will be submitted and answered in writing.

26.05 Policy Grievances

Policy grievances will be initiated at Stage 2 of this procedure.

26.06 Time Limitations

The time limitations set out in this Article may be extended by mutual agreement of the parties.

## **ARTICLE 27 - ARBITRATION PROCEDURE**

### 27.01 Consensual Mediation/Arbitration

If the parties mutually agree, the provisions of Section 105 of the Labour Relations Act (Consensual mediation-arbitration) may be invoked instead of the arbitration process contained in this Article.

### 27.02 Arbitrator

Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, Mr. Ready, or a substitute agreed to by the parties, shall at the request of either party:

- (i) investigate the difference;
- (ii) define the issues in the differences; and
- (iii) make written binding decision to resolve the difference within five(5) days of the date of receipt of the request and for those five (5) days from that date, time does not run in respect of the grievance procedure.

### 27.03 Governance of Officer

An officer named in accordance with this clause shall be governed by the provisions of this Agreement and shall not have the right to add to, delete from, to change, or make any decision inconsistent with the provisions of this Agreement. The decision of the officer shall be final and binding on both parties.

### 27.04 Resolution of Differences

Except where specifically provided otherwise by statute, the parties agree to abide by the provisions of Article 26 – Grievance Procedure and Article 27 - Arbitration as the only means of resolving any differences which may arise during the term of this Agreement. All employees except those discharged or suspended shall continue to work as usual without curtailment or restriction of normal production, and the Board shall not lock out the employees.

### 27.05 Expenses

Each party shall pay all expenses incurred in connection with the presentation and preparation of its own case. Chairman's expenses shall be shared equally.

27.06 Witnesses and Access to Board Premises

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

27.07 Application of Clause 26.01 – Grievance Procedure

The procedure for settling disputes as set out in this Article shall be strictly adhered to, but where a dispute involving a question of general application or interpretation occurs, the Board and the Union may agree to by-pass Stages 1 and 2 of Clause 26.01 – Procedures of Article 26.

27.08 Time Limitations

The time limitations set out in this Article may be extended by mutual agreement of the parties.

**ARTICLE 28 - TERM OF AGREEMENT**

28.01 Term

This Agreement shall remain in effect commencing January 1, 1999 through the period ending June 30, 2003.

28.02 Notice

Either party, may within the period of four (4) months immediately preceding the date of expiry of this Agreement, by written notice, require the other party to the Agreement to commence collective bargaining.

28.03 Agreement to Continue in Force

Where notice to amend the agreement is given, the provisions of this Agreement, shall continue in force until a new agreement is signed.

28.04 Changes in Agreement

Any changes deemed necessary to this Collective Agreement may be made by mutual agreement at any time during the existence of this Agreement.

IN WITNESS THEREOF the parties have executed this Agreement under Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

FOR THE BOARD:

FOR THE UNION:

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**SCHEDULE "A"**

<b>CLASSIFICATION</b>	<b>Jan. 1/99</b>	<b>Apr. 1/99</b>	<b>Apr. 1/00</b>	<b>Apr. 1/01</b>	<b>Jan. 1/02</b>	
		<b>PAY EQUITY INCREASES</b>			<b>Note 1</b>	<b>Note 2</b>
Chef Helper	10.17	11.50	12.83	14.21		
Noon Hour Supervisor	14.21	14.21	14.21	14.21		
Custodian						
DESK Clerical						
Library Clerk	17.80	17.80	17.80	17.80		
Meals Co-ordinator						
Student						
General Labourer	17.93	17.93	17.93	17.93		
Clerk Typist						
DESK – Secretary/Elementary						
DESK– Secretary/Receptionist						
Job Coach	18.38	18.38	18.38	18.38		
Lab Assistant						
Physical Therapy Assistant *						
Speech Language Pathology Assistant*						
Reception/Data Entry						
Auditorium Co-ordinator	19.02	19.02	19.02	19.02		
Const Lab/Tradesman II	19.02	19.02	19.02	19.02		
RCTA	18.38	18.59	18.80	19.02		
TA French Languages – <b>Note 3</b>	18.38	18.59	18.80	19.02		
Tractor Operator	19.02	19.02	19.02	19.02		
Utility Custodian	19.02	19.02	19.02	19.02		
Outreach Assistant	19.04	19.04	19.04	19.04		
Career Development Facilitator	19.04	19.15	19.26	19.36		
Secretary – Career Education						
Secretary – Maintenance	19.36	19.36	19.36	19.36		
Secretary – Resource Centre						
Chef	15.88	17.21	18.54	19.91		
Groundsman	19.91	19.91	19.91	19.91		
HVAC Technician	19.91	19.91	19.91	19.91		
TA – Special Ed	18.38	18.89	19.40	19.91		
Tradesman I	19.91	19.91	19.91	19.91		
Bus Driver	20.20	20.20	20.20	20.20		
Child Care Worker	19.04	19.42	19.80	20.20		
Dump Truck/Back Hoe Op	20.20	20.20	20.20	20.20		
Secretary – School	19.36	19.64	19.92	20.20		
Accounts Payable/Data Entry						
Data Systems/Accounts	20.28	20.28	20.28	20.28		
Secretary – Special Services						
Accountant/Payroll Clerk	20.59	20.59	20.59	20.59		
Information Technologist	22.50	22.50	22.50	22.50		
Journeyman	24.01	24.01	24.01	24.01		

\* Interim rate – currently under review

**NOTES ON SCHEDULE "A":**

1. The Agreement calls for a one (1%) percent increase of the gross payroll to be applied evenly across the board effective January 1, 2002. Once the calculations have been approved, the new rates will be communicated to all employees.
2. The settlement provides for a further wage increase equivalent to that negotiated in the broad public sector for the period January 1, 2002 to June 30, 2003.
3. For details regarding the French Language Monitor funded by the Federal Government, see Appendix "E" – Note 3.
4. The Memorandum of Agreement re: Pay Equity, signed February 15, 1999 is meant to ensure that identified inequities in pay between male and female dominated jobs will not be increased. Therefore the Board and the Union agree to apply general wage increases in such a way that gender equity is maintained.

## SCHEDULE "B" - Hours of Work

A. Normal shifts for all classifications shall be five (5) consecutive days with consecutive hours, Monday to Friday as listed below:

1. Shifts:

Day Shift - 6:00 a.m. to 5:00 p.m.

Afternoon Shift - 3:00 p.m. to 11:00 p.m.

Night Shift – 11:00 p.m. to 7:00 a.m.

2. During regular school holidays afternoon shift custodians will work dayshift.

3. C.U.P.E. employees may choose to work during July and August for ten (10) hours a day for four (4) days or for eight (8) hours a day for five (5) days. The schedule chosen must be consistent throughout these months.

4. Half-time bus drivers shall be considered as four (4) hours per day, whether or not actual driving time amounts to this number of hours.

NOTE: Changes to posted hours are subject to the provisions of Clause 9.02 – Variation of Hours of Work.

5. Coffee Breaks

An employee whose shift is three (3) to five and one-half (5 ½) hours per day is entitled to one (1) fifteen (15) minute paid coffee break. An employee whose shift is five and one-half (5 ½) to eight (8) hours per day is entitled to two (2) fifteen (15) minute paid coffee breaks, one (1) in each half of the shift.

6. Lunch Breaks

Employees scheduled for more than four (4) hours will be entitled to an unpaid lunch break of a minimum of thirty (30) minutes. Every effort will be made to provide a duty-free lunch. In the event this cannot be arranged, the lunch period will be deemed to be part of the work day or the employee will be paid an additional thirty (30) minutes at straight time.

7. Meeting/Consultation Time

- ◆ Consultation time and preparation time are included in the employee's shift.
- ◆ When consultative time is outside the regular shift, Teacher Assistants will be paid at straight time up to the completion of the seventh (7th) hour and then they will be paid overtime.
- ◆ Child Care Workers/Youth Workers and Aboriginal Workers are expected to modify work schedules to accommodate consultations. Overtime will be paid after seven (7) hours worked.

8. Work Assignment

Because Teacher Assistants are assigned to a classroom they can expect to be assigned work when a specific child under their care is absent. When the absence is of a longer duration, a Teacher Assistant might be subject to reassignment or layoff. (Refer to Clause 19.01 – No Lay-Off After September 30<sup>th</sup>)

## SCHEDULE "C" - Classifications

### **Refer to current approved Job Descriptions and Article 17 – Job Descriptions Including Pay Equity Maintenance Plan**

#### 1. Leadhand

Persons required to direct work of others doing the same work:

- where required, the position will be established by mutual agreement between the Board and the Union,
- once established, the position will be awarded based on seniority and the ability to do the job,
- generally required to co-ordinate three (3) workers plus self. This number could vary dependent on size and scope of project and/or responsibility required,
- will direct any supervision concerns to the Manager,
- will be required to write informal reports but will not be required to write a formal report on an employee,
- minor co-ordination with other classifications.

## APPENDIX "A"

### *This appendix is in abeyance – refer to Letter of Understanding RE: Curricular/Extra-Curricular Travel located immediately behind this Appendix*

#### RE: Extra Trips Other Than Regular Posted Routes

1. This Appendix is for extra trips only and must not be taken to mean that the Board can use drivers in this way for other kinds of work or trips. When not on extra trips the contract will prevail, as per agreement.
2. The intent of this agreement is to give the four (4) hour drivers and spares an opportunity to gain forty (40) hours a week. Secondly, to control and lower costs of bus trips to schools by eliminating as much overtime as possible. Full-time drivers who wish to participate will be called only when the list of part-time and spares has been exhausted.
3. All extra trips utilizing school district buses will be assigned by area (Nelson, Slocan and Salmo) according to an established and posted extra trip list, inclusive of spare drivers.
4. If a driver refuses a trip, he will be bypassed and must wait until his name comes up again in proper rotation.
5. All regular drivers will be eligible for extra trips that come up during the regular working week. (Sunday through Saturday except holidays). A driver choosing to do his regular run, as well as the extra trip, must not exceed eight (8) hours work in a twelve (12) hour period and forty (40) hours per week. Full time, eight (8) hours per day - forty (40) hours per week employees wishing to participate must take time off as follows: time driven at straight time (up to eight (8) hours per day) will be taken off as straight time. Overtime occasioned by lengths of trip, road conditions, vehicle breakdowns, etc. will be paid out or banked as overtime. A spare driver will be assigned to cover what would normally be paid for the regular shift.
6. When an extra trip is scheduled that fits between and with a regular route then that driver will have preference.
7. For all drivers on extra-trips remuneration will be calculated in the following manner:
  - a. Straight time for driving up to eight (8) hours in one (1) day and up to forty (40) hours in one (1) week.
  - b. For trips of one (1) day or less the time calculation for wage payment will be from the point of departure and return (location where bus is normally parked), including servicing the vehicle to operational condition. On trips of eight (8) hours or more drivers are expected to take one-half (1/2) hour off the total time for lunch break. On day trips exceeding ten (10) hours fifteen dollars (\$15.00) for one (1) meal will be paid.

- c. For trips of more than one (1) day in duration a driver will be paid four (4) hours waiting time per day, unless actual driving time or time the driver is required to be away from his accommodation exceeds four (4) hours and then the greater time will be paid.
  - d. On extra trips, bus drivers' base rate will be paid as per current agreement.
  - e. On overnight extra trips thirty-five dollars (\$35.00) per day will be paid for meals.
8. Small groups using board vehicles will be limited to the use of two five (5) passenger vehicles or equivalent per function. Those vehicles are not to be driven by students. Other uses by private licensed carrier shall be limited to a total of eighteen (18) trips per year district wide.
- a. It is the intent that the use of private vehicles not be used to circumvent this agreement.
9. All drivers are responsible for making their own arrangements for accommodations which will be paid by the Board immediately after receipts are turned in. Teachers will not make these arrangements unless the driver agrees to it before the trip actually takes place. Driver's accommodation is to be as close as possible to the student accommodation. A current list of accommodation from the B.C.S.T.A. handbook will be provided to the driver. On overnight trips, drivers will be allowed to be accompanied by their spouse at their own expense.

## **APPENDIX "B"**

### **SCOPE OF WORK AGREEMENT**

This Scope of Work Agreement outlines the type of Capital work our crew will do and the process we will use in relation to this.

1. Projects cannot exceed \$250,000.00 in total. The Ministry of Education requires us to tender any project over this amount. This does not mean that there will not be aspects of projects in excess of \$250,000.00 which can be done by our crews (e.g. alarm systems, computer wiring, grounds, millwork, etc.). This would be identified at the time of tender of the major project and excluded from those tenders.
2. When approvals are received from the Ministry of Education for Capital projects (generally in the spring of each year) or when requesting emergent funding for a specific project, a meeting will take place with Management and Union representatives to discuss the project, identifying those that will be handled by the crew, those that will be tendered and determination made as to what supervision will be required on the project. In relation to supervision, it is hoped there will be an opportunity for as many staff that are qualified and desirous to have the opportunity to supervise a project.
3. Pre-construction meetings for planning and determining manpower requirements will take place. These will include Management, the person or persons responsible for supervising the project and key workers from specialty trades whose input will be required during the planning stages of the project (e.g. plumber, electrician, etc.) During these meetings the following areas will be reviewed.
  - availability of staff in relation to the amount of work that is required and in relation to the number of projects that will be undertaken;
  - the work undertaken cannot affect the quality of maintenance service to the schools.
  - consideration as to what type of equipment is required to do the job and its availability, either through our supply or by rental.
  - specifications and standards will be reviewed;
  - assurance that warranty/guarantees are not jeopardized by not having qualified tradesmen complete the work;
  - hours of work for the project will be determined.

Note: an inventory of expertise within our staff and equipment we have available throughout the District will be developed.

4. Once the project is underway, ongoing site meetings (at least weekly) will be held with the project supervisor. These will include tracking of costs as well as scheduling work.
5. A debriefing meeting will be held at the end of each project to analyze how the project went and determine what improvements we can make for the next project(s).
6. Asbestos removal projects will be discussed prior to determining whether they will be tendered or we will utilize our own forces. Type 3 removals will generally be tendered.
7. General Notes:
  - specifications for tendered projects need to be developed to include training our staff on specialty areas such as controls on alarm systems so that we know how the system works, can troubleshoot and repair the system as required once it becomes our responsibility.
  - when warranty work is done on any equipment in relation to a project a School District representative will be in attendance to monitor and learn the techniques and trouble shooting. It is expected that the person that will be required to maintain the system after the warranty period is over would be the person that is in attendance during this work;
  - we will look at hiring manpower whenever practicable for trades that we can't cover (hopefully developing a list of people we can use on a continuing basis). These will have to be suitable employees an available to work within project time schedules as well as meet the requirements of regulatory bodies;
  - we will look at different products that would eliminate the necessity to hire outside employees
  - these projects will be posted as site specific requiring successful applicants to provide their own transportation. Callouts to work on these projects will be site specific as well and they will be required to provide their own transportation. Regular employees (e.g. electrician, plumber) who are required to do a portion of work on the project will start and finish their shift at the appropriate maintenance facility where they are stationed.
8. This Agreement will be a living document and will be reviewed and upgraded as required. Either party may request a review of any of the items in this Agreement at any time.

## APPENDIX "C"

### **EMERGENCY CALL-OUT PROCEDURES (Facilities, Property or Equipment)**

1. Types of Call-Outs:

- a. fire/intruder alarm
- b. other – which includes any damage to buildings or grounds that left unattended, will create major additional problems or further damage to the buildings or be a potential safety hazard.

2. Call-Out of Employees:

- a. Fire/intruder alarm:  
The monitoring station will contact the designated employee in the appropriate zone (East or West).

The Board will designate a contact person in each area and will provide the necessary equipment and reimburse for any necessary expenditures – i.e. designated telephone line, etc. as approved by their supervisor.

The contact person will determine if the facility needs to be attended.

The contact person in the East Zone will attend calls in the Creston area (Wynndel, Adam Robertson, South Creston, Erickson, Prince Charles Secondary, Canyon-Lister, Board Office, Maintenance, Day Care).

The contact person in the West Zone will attend calls in the Nelson area (Blewett, Gordon Sargent, Hume, Central, Trafalgar, Red Fish, A. I. Collinson, Rosemont, LV Rogers, Board Office, Maintenance, Outreach, South Nelson, Desk).

If necessary, the contact person in the Zone will call the appropriate employee(s) on the call-out list, in order of seniority and qualifications and by geographical area:

Lower Slocan Valley – Brent Kennedy, Mt. Sentinel  
Upper Slocan Valley – W. E. Graham, Winlaw  
Salmo – Elementary and Secondary  
Kaslo – J. V. Humphries  
Meadow Creek – Jewett  
Crawford Bay  
Yahk

If further support is required, the contact person or the called out employee must first check with the Manager of Operations in the Zone for authorization. In the

absence of the Manager of Operations, the Secretary-Treasurer will be called.

In many cases a call-out will not be required. The contact person in the Zone will make that determination and will be indemnified from any action arising from the determination. The contact person will be reimbursed for one (1) call-out every nine (9) alarm calls they receive that they do not have to attend.

In the absence or unavailability of either of the two (2) contact persons, the Board will identify backup for both the Nelson and Creston area.

3. Other:

When a problem occurs at a school or site that is identified by an Administrative Officer, Teacher, Custodian or other employee, the process will be to call the Manager of Operations of that Zone, or in their absence, the Secretary-Treasurer.

The Manager of Operations in the Zone (or the Secretary-Treasurer) will dispatch the appropriate personnel, by seniority and qualifications, to deal with the situation.

If the person dispatched identifies a need for additional personnel, prior to proceeding, he/she will first check with the Manager of Operations in the Zone for authorization. In the absence of the Manager of Operations, the Secretary-Treasurer will be called for authorization.

These call-outs will be arranged by area similar to the fire/intruder alarm process above.

4. Employees wishing to be placed on the emergency call-out list will be required to complete the call-out registration form and if the employee is requesting consideration for emergency call-out in an area other than their posted classification will be required to provide information regarding their qualifications, training and experience.

If an employee selected for the emergency call-out list will not be available for call-out for a period of time, she/he will notify the contact person in the Zone.

Procedures for personnel to follow when attending a potential intrusion at a school/site will be drafted, provided to all employees on the emergency call-out list and posted at all worksites.

## APPENDIX "D"

### CALL-OUT PROCEDURES

**PURPOSE:** This procedure has been developed to streamline the process of calling employees for casual work in a fair, equitable and cost efficient manner. The intent of this procedure is to offer casual work on a seniority basis to qualified employees for work of less than thirty (30) shifts in duration to allow them to:

- ◆ increase their earnings (extra hours, higher rate, etc)
- ◆ more favourable working hours
- ◆ gain experience in another area they are qualified in.

### DEFINITIONS:

**"Call-Out":** An offer of casual work over and above regularly assigned hours up to full-time equivalent or to replace employees who are absent due to illness, leave, vacation or other similar circumstances.

This call-out procedure is not intended to include any overtime work, except for in some special situations that arise that may necessitate the need for the called out employee to work in excess of FTE hours provided that the regularly assigned staff are not able to work the overtime.

Scheduled overtime and emergency call-out overtime will be handled under a separate call-out procedure.

**"Layoff":** Refers to those employees laid off with re-call rights.

**"Call-Out Committee"** A Committee comprising two (2) Union and two (2) Management representatives that will settle issues and differences that arise from this procedure.

### CALL-OUT LISTS:

Call-out lists will be developed for each classification in the following geographical area of the School District:

Nelson (includes the North Shore and Blewett)  
Slocan Valley (includes Playmore, Winlaw and Slocan)  
Creston (includes Erickson, Canyon and Wynndel)  
Kaslo/Meadow Creek  
Crawford Bay  
Salmo  
Yahk

## **“Who Can Participate”:**

Employees holding posted positions provided:

- the work is in a classification other than their posted position
- work in their own classification if the work provides an increase in hours and/or rate of pay

All other employees, by seniority and ability to perform the duties of the job.

## **“How To Get On The Call-Out List”:**

Complete the Call-Out Registration Form and forward it to the Board Office in Creston or Nelson. If an employee wishes to be called for work other than her/his posted classification, he/she will be required to provide information on his/her qualifications, training and experience.

An employee can register on as many lists as she/he wishes, provided she/he has the qualifications.

The employee has the right to indicate refusal to a specific school and/or assignment by indicating on the Call-Out Registration Form.

Once registered, if the employee wishes to alter any of their registrations with regard to geographical area, specific school and/or assignment, or to be removed from a geographical list, she/he will do so in writing to the Board at any time. The Board will change the information within four (4) days of receipt of the request.

Once the completed Call-Out Registration Form has been received, Management has four (4) days from receipt to up-date the list(s).

If, after the initial start up phase of this process is completed, an employee submits the completed Call-Out Registration Form, she/he will not be permitted to displace an employee already assigned.

Management will be responsible for organizing and maintaining the lists as well as distributing them to supervisor staff and the Union (Secretary and all Stewards).

## **“What Qualifications/ Training are Required:**

The qualifications and training will be as required by the current job description for each classification. Where this work includes the operation of special equipment (backhoes, tractors, etc.) the employee must be checked out by the supervisor of that department regarding the safe operation of this equipment, prior to being placed on the list. This provision must be completed within two (2) weeks of receipt of the completed Call-Out Registration Form provided equipment is available.

**CALL-OUT  
PROCEDURE:**

Employees will be called by seniority in the following order:

- a. regular employees and laid off employees with re-call rights
- b. temporary employees
- c. casual employees

Employees will be contacted as soon as the need is known. If two (2) or more positions are available at any time, the most senior employee on the list will be given the choice of positions.

Once a call-out has been accepted, the individual is expected to remain on the assignment until:

- ◆ the incumbent returns; or
- ◆ after four (4) shifts is replaced by an employee with more seniority; or
- ◆ the position is filled in the posting process.

**“Types of  
Call-Outs”:**

Call-outs will be categorized as follows:

- a. day to day (1 to 4 shifts)
- b. weekly ( 5 to 29 shifts)

NOTE: shifts refer to consecutive days

Positions that are known to be or anticipated to be thirty (30) shifts or more will be posted as required by the Collective Agreement.

Vacancies of four (4) shifts or less will be filled in order of seniority from the call-out list by employees provided the work will not interfere with their posted position(s).

If the vacancy is known to be beyond four (4) shifts or extends beyond four (4) shifts, it will be filled in order of seniority from the call-out list.

Should the vacancy identified in this clause run beyond four (4) shifts, the

position will be offered to employees for the fifth (5<sup>th</sup>) – twenty-ninth (29<sup>th</sup>) shifts, in order of seniority from the call-out list.

Vacancies of five (5) to twenty-nine (29) shifts will be filled by employees who will be called in order of seniority from the call-out list.

Work site Supervisors with more than one (1) employee qualified to fill the vacancy will offer to shift personnel to cover vacancies of four (4) shifts or less. If there are no qualified employees on site, the vacancy will be filled in order of seniority from the call-out list.

Call-out will be based on the following criteria:

- ◆ positions of four (4) or more hours will be replaced for a minimum of four (4) hours
- ◆ positions of less than four (4) hours will be replaced for the positions approved hours
- ◆ split shift driving positions will be replaced a minimum of two (2) hours per segment
- ◆ day trip callouts shall be a minimum of two (2) hours unless the trip is an extension of a shift

Special considerations may be required regarding special needs students in relation to replacement for these purposes. When the call-out registration form is received and the Board has a requirement for special considerations and/or concerns, the issue will be referred to the standing committee for resolve. The committee has four (4) days to meet and resolve the issue.

**“Refusals”:**

Employees who verbally refuses three (3) consecutive call-outs for other than acceptable reasons, shall be dropped from the call-out list. Acceptable reasons would include, but not be limited to: illness, home children care, distance to the call-out point more than 100 km, round trip, already working

Employees who are dropped from the call-out list for refusing call-outs as outlined above, will be returned to the list after three (3) months. It is the employee’s responsibility to request the return.

Employees who will not be available for a period of time are required to advise the dispatcher and have the responsibility to advise when they will again be available.

**“Marshalling Points”:**

Marshalling points for trades and labour positions will be the respective Maintenance Shops to which the individual is assigned. Unless an alternate site is mutually agreed to between the Board and the Union for projects such as large construction projects.

For all other positions it will be at the site that has the vacancy. Employees from other geographical areas may fill these positions at no additional cost to the Board.

**“When May I Expect  
To Receive a Call-Out”:**

For most positions, call-outs will generally be made between 7:00 a.m. – 9:00 a.m. each day.

For afternoon shift custodians, call-outs will generally be made by 12:00 noon each day.

**“General Note”:**

We have tried to consider all possibilities in relation to this procedure.

If problems or issues arise regarding this ‘working document’ they will be referred to a standing committee for resolve. The committee will meet within four (4) days of a request to deal with an issue.

Call-Out Registration Form – to be completed and mutually agreed on.

## APPENDIX "E"

### Notes Relating to Collective Agreement

1. Frozen Accumulated Sick Leave was provided to employees who were employed by the former school District No. 86 (Creston-Kaslo) prior to June 30, 1985 when the District moved to a Short Term Sub Leave Plan. The balance of these credits will be carried over to the new School District No. 8 (Kootenay Lake). The provisions of Article X, Section 1 (b) (i), (ii) and (iii) of School District No 86 (Creston-Kaslo) Collective Agreement expiring on September 30, 1996 shall continue to apply until the last credit is used or paid out.

2. Severance Payment – former School District No. 86 (Creston-Kaslo) employees:

It is agreed that Article XII, Section 2(a), (b) and (c) of School District No. 86 (Creston-Kaslo) Collective Agreement which expired on September 30, 1996 shall continue to apply to the following employees under the condition they retire on or before their sixty-fifth (65<sup>th</sup>) birthday. It is understood that this amount shall replace any severance payment that may apply to these employees at the time of retirement. These employees shall not be eligible for any additional severance payments:

Marilyn Karpowich	Ronnie Carmen
Bernice Simmons	Sandra Reid
Doris Corbeil	Gary Fraser

3. Federally Funded French Monitor

Prior to application for this bi-annual grant being made, the parties will meet and agree on the conditions. It is understood that the conditions may be in part dictated by the Federal Government.

4. Confidential Secretary – Creston – Half-Time

The incumbent (as of May 2000) will remain excluded as a point five (.5) Confidential position. Any additional hours/work will be bargaining unit work and go to C.U.P.E. personnel. When the incumbent vacates the position, it will revert to the Bargaining Unit.

5. Teaching Assistant Issues

- (a) Prep Time
- (b) Code of Ethics

**LETTER OF UNDERSTANDING NO. 1**

**between**

**C.U.P.E. LOCAL 748**

**and**

**THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 8 (KOOTENAY LAKE)**

RE: Extra Trips – Overtime & Notification Of

It is hereby agreed overtime rates of pay will not apply for extra trips done under Appendix "A." Straight time rates of pay, only, will be paid.

It is also agreed that the Transportation Supervisor will be notified of all trips, even when Union drivers and buses are not being used.

Negotiated 1996  
Renewed Negotiations 1999-2003

Held in abeyance while Letter of Intent No. 5 Curricular and Extra-curricular Trips is in effect :  
Negotiations 1999-2003

**LETTER OF UNDERSTANDING NO. 2**

**between**

**C.U.P.E. LOCAL 748**

**and**

**THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 8 (KOOTENAY LAKE)**

RE: Interpretation of Significant Detriment

**"WORDING TO FOLLOW"**

Dated at Nelson, British Columbia this \_\_\_\_\_ day of \_\_\_\_\_, 1996.

Held in abeyance: Negotiations 1999-2003

## LETTER OF UNDERSTANDING NO. 3

between

C.U.P.E. LOCAL 748

and

**THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 8 (KOOTENAY LAKE)**

### RE: Ethical Guidelines for Paraprofessionals

Ethical guidelines protect the relationships among parents, teacher and paraprofessionals and therefore support the students program.

Teachers are required to follow certain ethical standards of professional behavior. Paraprofessionals too, need guidelines for appropriate conduct in their work with teachers and students. The following points about confidentiality, staff relations, and assigned responsibilities provide a code of ethics to guide in situations we may encounter.

1. *Confidentiality:* Paraprofessionals must respect both student and school confidentiality. They should discuss a student's performance and problems only with those staff members serving the student. All parents' questions about their children should be directed to the teacher. The paraprofessional should not question school policies in the presence of students or outside of the school, but can pursue his or her own personal concerns and inquiries through the school's designated channels. The paraprofessional recognizes that a privileged relationship with pupils exists and refrains from exploiting that relationship for materials, ideological or other advantage.
2. *Conflict of Interest:* A conflict of interest is created when a paraprofessional working with a child/youth in the school is employed by an outside agency to work with the same child/youth.
3. *Staff Relations:* Paraprofessionals need to support the teaching methods and materials used by the supervising teacher, especially in the presence of students, parents, and other paraprofessionals. Any questions about methods or management must be directed privately to the teacher.

We advocate that any concerns regarding the performance and duties of a colleague must first be directed to that colleague and only then may the matter be directed, in confidence, to the appropriate officials for further action. Criticisms will be based on ethical issues and will be made without malice.

We will take care to distinguish between public statements and actions made as a private citizen and those made as a member of the paraprofessional group.

4. *Assigned Responsibilities:* Paraprofessionals should use methods of instruction and behavior management that are parallel to those of the teacher. Any methods other than those normally used must first be discussed with and approved with the teacher.

Some classroom tasks are outside the paraprofessional's responsibilities. The teacher alone has the legal responsibility to perform these classroom duties:

- establish instructional objectives for students
- determine when objectives have been met
- establish discipline procedures

5. *Case Manager:* The case manager must be informed of all significant developments regarding the student's program. As a member of the child-specific team, the paraprofessional provides input for programming decisions.
6. *Professionalism:* We recognize the importance of constantly reassessing the ongoing growth of a child/youth and applying new approaches where needed.  
  
We will encourage professional development opportunities to further develop our knowledge and skills and to update and enhance our understanding of all social and educational issues.
7. *Union Provisions:* The paraprofessional adheres to the provisions of CUPE Local 748's collective agreement.
8. *Collective Strategies:* The paraprofessional acts in a manner not prejudicial to job actions or other collective strategies of CUPE local 748.
9. *Constitution:* The paraprofessional adheres to CUPE's National Constitution and CUPE local 748's constitution and bylaws.

Renewed: Negotiations 1999-2003

**LETTER OF UNDERSTANDING NO. 4**

**between**

**C.U.P.E. LOCAL 748**

**and**

**THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 8 (KOOTENAY LAKE)**

RE: Noonhour Supervisors

The parties agree that persons currently employed as Noonhour Supervisors and over the age of sixty-five (65), in the former School District No. 7 area, will be “Grandfathered” in their positions upon application to join C.U.P.E. Local 748.

They will have the option to continue working as Noonhour Supervisors until such time as the Employer deems them incapable of performing satisfactorily the duties of the job. Such decisions will be made on a ‘fair and equitable’ basis. They will not be eligible to apply for postings in any other classifications.

Other people currently employed as Noonhour Supervisors but not yet at the retirement age of sixty-five (65) will, upon inclusion in the bargaining unit, be subject to the current Board Policy with regard to retirement age.

This agreement in no way changes current Board Policy with regard to the retirement age for all other employees, and is made on a ‘without prejudice’ basis.

Negotiated 1999

Renewed: Negotiations 1999-2003

**LETTER OF UNDERSTANDING NO. 5**

**BETWEEN**

**C.U.P.E. LOCAL 748**

**AND**

**THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 8 (KOOTENAY LAKE)**

RE: Curricular/Extra-Curricular Travel

This letter will be in effect from the date of ratification through the entire term of the soon to be negotiated Collective Agreement. Appendix A of the current Collective Agreement will remain in place but will have no force or effect during the term of the new Collective Agreement.

1. Any violations of this Agreement will be subject to the grievance procedure with restitution being payment to the Union based on what the trip would have cost if taken by a C.U.P.E. driver.
2. The provisions of the C.U.P.E. Collective Agreement relating to curricular/extra-curricular travel be suspended for the period stated above.
3. The funding provided by the Board for curricular/extra-curricular travel for the 1998/99 school year in the amount of \$111,000.00 be allocated to trips utilizing School District buses driven by qualified C.U.P.E. drivers.

Monies raised by a school or received by donation may be utilized by the school to provide transportation in conjunction with the provisions of this Agreement.

4. The process for assigning driver to take curricular/extra-curricular will be as per the current practice.
5. Driving/Waiting/Preparation Time:
  - (a) Driving time will be paid at the regular rate of pay for the first eight (8) hours driven in a day; and at one and one half (1 ½) the regular rate for all additional hours.
  - (b) Waiting time shall be paid at the regular rate of pay as follows:
    - day trip – all hours that a driver is required to be away from the bus garage or regular parking area, that are not “driving time” unless specified elsewhere in this document.
    - Overnight trips (middle days) – to a maximum of four (4) hours/day.

- The minimum time for a day shall be four (4) hours. All driving time, other than pre-trip, post-trip, and fueling time, shall be paid above and beyond the four (4) hour waiting time.
- When driving time reaches four (4) hours, the four (4) hour waiting time shall be reduced by any further driving time. When driving time reaches eight (8) hours in this manner, all further driving and waiting time shall be paid at overtime rates.
- To reduce waiting time, the trip supervisor may release the driver when not needed for periods of three (3) hours or more, provided that the driver has accommodation to go to OR SOME OTHER ARRANGMENT through mutual agreement between the driver and the trip supervisor. Calculation of this time shall be from when the driver reaches his/her accommodation until he/she must leave the accommodation to return to the venue (as per driver's log book).

(c) Calculation or payment shall be from departure at the bus garage or regular parking area until return to that point, inclusive of pre-trip, post-trip and fueling time.

6. Preparation of the vehicle as required and as follows:

- (a) Warm up, pre-trip inspections; a MINIMUM of fifteen (15) minutes.
- (b) Cleaning of the interior of the bus and post-trip inspection; a MINIMUM of fifteen (15) minutes.

These times may be extended for unusual circumstances with the approval of the Transportation Supervisor.

Fueling of the bus, when required, shall be paid as on-duty time.

For the purpose of calculating driving time versus waiting time, these times shall be considered driving time.

7. Drivers will be entitled to receive a per diem meal allowance in accordance with Board per diem policy if the trip exceeds three (3) hours, the driver is away over a meal time and has not been provided with a free meal acceptable to the driver.

Meal times shall be designated as follows:

Breakfast	6:00 A.M. to 7:00 A.M.
Lunch	12:00 Noon to 1:00 P.M.
Supper	5:00 P.M. to 6:00 P.M.

To be eligible for a meal allowance, a driver must also be away for the entire time allotted for a meal.

Drivers will not be eligible to receive this meal allowance if the trip is within a fifty (50) km. radius of the following points of origin:

Creston	Meadow Creek	Slocan
Yahk	Crawford Bay	Salmo
Kaslo	Nelson	Playmore Junction

This limitation will not apply if the trip is out of School District boundaries.

Any time spent by the driver eating a meal shall not be charged (minimum on half hour/meal), this time shall include any time travelling to or from the meal allocation during waiting time.

8. On trips exceeding twelve (12) hours, drivers will be provided with a suitable rest area. As it is preferable for the driver to rest prior to commencing the return trip, it is not necessary that the twelve (12) hours expire before a room is made available. Hotel or motel accommodation will be billed to the school.
9. A room will be provided to the driver for any overnight trip. Eight (8) consecutive uninterrupted hours will be provided for sleeping time.
10. All trips must be reported to the Transportation Foreman at the respective bus garages at least seventy-two (72) hours prior to the commencement of the trip. The Transportation Foreman will forward a copy of the application to the Union. It is understood, by the parties that there may be situations that arise where seventy-two (72) hours notice is impossible.
11. Transportation arranged by the schools may utilize the following mode of transportation:

School District owned school bus with qualified C.U.P.E. drivers will be used except in circumstances as indicated below:

- (a) Commercial licensed carrier under the provisions of the Motor Vehicle Act and approved by the Transportation Supervisor, provided that such trips exceed forty-eight (48) hours, to a maximum of eighteen (18) trips per year. This refers to carriers such as Greyhound, Dewdney, etc.
- (b) Small groups using Board vehicles will be limited to the use of two (2) five passenger vehicles or equivalent per function. Those vehicles are not to be driven by students.
- (c) Secondary school students may be transported by private vehicles that require a BC Class 5 driver's license if all of the following requirements are met:
  - a maximum of three (3) vehicles are used
  - a maximum of fourteen (14) students are carried per event per school
  - the vehicle(s) and driver(s) meet current Board Policy and D.O.T. requirements.

- (d) Elementary school students may be transported by private vehicles that require a BC Class 5 driver's license if all of the following requirements are met:
- a maximum of thirty (30) students per event, travel within the School District boundaries
- or
- a maximum of thirty (30) students per event within seventy-five (75) km radius of the school.

Notes:

- Class 4 designated vehicles cannot be modified to meet Class 5 requirements.
  - Teachers, coaches and parents may not drive these vehicles if they will violate hours of service regulations (thirteen (13) hours on duty in a fifteen (15) hour period).
  - Trips under this clause will be funded from funds OTHER THAN THOSE ALLOCATED BY THE SCHOOL BOARD.
  - All conditions of Board Policy No. 430, attached hereto shall be in effect and open to verification by persons appointed by the Union, subject to the Freedom of Information and Privacy Act.
  - The Union will, upon request, be provided with all documentation, data and records, within a reasonable time frame, subject to the Freedom of Information and Privacy Act.
12. The provisions of this document can be varied by a Standing Committee comprised of two (2) Union representatives and two (2) Management representatives. Any school/individual must request a variance two (2) weeks in advance of the anticipated trip. The Committee will be empowered to authorize variations given the situation, location of the school and other pertinent factors. Such an agreement to be by consensus and confirmed in writing. Decisions will be made "without prejudice". The Committee may call on other personnel for advisement.
13. Assignment of trips in relation to regular and casual employees to be determined in discussion with Union/Drivers/Management. This would include call-out time, noon hour bussing and "in town" trips.
14. It is C.U.P.E.'s position that professional drivers using certified school buses is the safest form of transportation. It is the Board's responsibility for any liability that may result from alternate forms of transportation.

Signed: January 13, 1999  
For the term 1999 – 2003  
Replaces Letter of Understanding No. 1 for that term.

## **CLARIFICATION OF LETTER OF UNDERSTANDING NO. 5**

We hereby agree that the following understanding is in effect in relation to the Letter of Understanding RE: Curricular/Extra-Curricular travel:

- ◆ Parents/Guardians may transport their own child(ren) to and from curricular/extra-curricular activities.
- ◆ Parents/Guardians may transport other children from their residence to their school or local marshalling point, with the permission of their parent/guardian. On completion of the curricular/extra-curricular activities, parents/guardians may also transport other children from their school or local marshalling point back to the student's residential area.
- ◆ Only those students who are transported from the school or local marshalling area will be included in the School List of Students that is required to be forwarded to the appropriate bus garage, providing that these points are not used to circumvent the provisions of the Letter of Understanding.
- ◆ Students being transported directly from the school or a marshalling point will be subject to the conditions of the Letter of Understanding (from Memorandum of Agreement – January 13, 1999).

**SCHOOL DISTRICT NO. 8 (KOOTENY LAKE)**  
**BOARD POLICY NO. 430**

RE: Extra and Co-Curricular Activities

POLICY:

The Board recognizes that extra-curricular and co-curricular activities are an integral part of school programs. In order to ensure an orderly procedure for approvals and to ensure student safety, the following regulations are to be implemented.

To support student travel needs, the Board shall establish an annual budget, to be distributed under the direction of the C.E.O.

Regulations:

1. Approval Within the Zone of School District No. 8 (Kootenay Lake)

- 1.1 Trips within the Zone must have the approval of the Principal of the school who shall ensure all school trip regulations are satisfied.

The zone is to consist of the following School Districts:

- S.D. #5 (Southeast Kootenay)
- S.D. #6 (Rocky Mountain)
- S.D. #8 (Kootenay Lake)
- S.D. #10 (Arrow Lakes)
- S.D. #20 (Kootenay-Columbia)
- S.D. #51 (Boundary)
- 200 km into U.S.

- 1.2 Principal will report all trips to the Superintendent/C.E.O. or designate.

2. Approval Outside the Zone

- 1.1 The Superintendent/C.E.O. or designate's approval is required in conjunction with the Principal for activities outside the zone.

- 2.2 Trip approval requests must be received by the Superintendent/C.E.O. of Schools or his designate ten (10) days in advance of the trip date, and be accompanied by a detailed trip itinerary. (See attached form)

- 2.3 Approval in principle must be gained prior to any financial commitments on the part of the students be undertaken.

- 2.4 The C.E.O. shall report trips approved by him to the Board in his Board Meeting report.

- 2.5 The C.E.O., at his discretion, may bring major activities to the Board for discussion.
- 2.6 NOTE: If the School Board acquires information indicating there is a reasonable foreseeable risk to students as a result of political unrest or any other unexpected concerns (e.g. student withdrawals, risk of financial loss, etc.) such that a prudent parent would not allow a child to travel, the School Board has an obligation to cancel the trip.

### 3 Pre-Planning and Supervision

- 3.1 Each out-of-class activity shall be under the direction of an employee who is responsible for all arrangements. The employee may designate a sponsor.
- 3.2 The sponsor is in charge of the students (including discipline) during the trip, including on the bus, except during the loading and discharging of students and in the case of an emergency (accident, breakdown) where the driver is in charge under the Motor Vehicle Act and Regulations. It is expected that prior to the trip, the sponsor and the driver will discuss and agree about the expectations for student behaviour while on the bus.
- 3.3 Before a pupil may participate in curricular or extra-curricular travel, parents and guardians shall be informed of details relating to the activity, including the date, departure and return times, teacher-supervisor in charge, mode of transportation, accommodation, etc. The school may require signed parental consent forms for some activities. (NOTE: The School District discourages billeting)
- 3.4 All safety precautions must be considered and emergency procedures established.
- 3.5 Trip sponsor shall ensure supervisors are aware of any health concerns.
- 3.6 Trip sponsor and supervisor(s) will enforce the student code of conduct established for the School District and schools.
- 3.7 In the event of a serious breach of school rules or board policy, the sponsor shall inform the offender(s) of the infraction, and the school administrator shall be contacted immediately.

- 3.8 The sponsor shall notify the principal or designate at the earliest opportunity if there is a serious problem.
- 3.9 A minimum ratio of one supervisor to 15 students shall be observed for all overnight trips.
- 3.10 Excursions to the U.S.A. – Medical Insurance: In order to ensure that students travelling to the U.S.A. have adequate medical insurance for the trip, the Administrative Officer shall ensure that block medical coverage is purchased for all those on the trip. The parent may be charged for the reimbursement of the cost of the insurance. Proof of citizenship may also be required with photo I.D. and parental consent forms at the border crossing.
- 3.11 Criminal record checks must be completed for all supervisors on overnight trips.

#### 4 Supervision and Procedures for Swimming

- 4.1 A certified lifeguard must be on the site and actively supervising. A ratio of one lifeguard for fifty students is to be observed.
- 4.2 At lakes, rivers, etc. swimming is permitted in those areas which are marked by buoys (roped off) and supervised by certified lifeguards. Lifeguards are only responsible for persons swimming within the marked area. Students are not to proceed beyond marked areas.

#### 5 Transportation

- 5.1 Transportation will be arranged by the sponsor.
- 5.2 Request for school buses should be received by the Maintenance/Transportation Department at least five (5) days prior to the activity taking place. Schools will be notified by telephone re: the disposition of their requests.
- 5.3 In accordance with the requirements of the Motor Vehicle Act, a list of all students, staff and any supervisors participating in the trip will be prepared and given to the driver(s) prior to leaving the school or departure point, and a copy left at the school.
- 5.4 Student drivers will not be permitted to transport other students on school approved trips, and may only transport themselves with prior approval of the principal, parents/guardians, and sponsor.

- 5.5 Use of private vehicles and volunteer drivers shall be per the Collective Agreement and the following regulations.

6 Use of Private Vehicles

- 6.1 All vehicles and drivers must be approved by Administrative Officers or their designate, who shall ensure that volunteer drivers are familiar with the policy and Collective Agreements related to travel.
- 6.2 The school Administrative Officer must retain on file:
- 6.2.1 driver's information form for "each" trip;
  - 6.2.2 a photocopy of the volunteer's current driver's license;
  - 6.2.3 driver's abstract;
  - 6.2.4 vehicle registration;
  - 6.2.5 list of students to be transported in the vehicle. A copy of this list must be maintained in the vehicle and at the bus garage.
- 6.3 The vehicle must be licensed for B.C. and have a minimum of one million dollars (\$1,000,000) liability insurance; a copy of the registration is to be filed with the school Principal.
- 6.4 The vehicle must be driven by a driver who is 21 years of age or older, who shall possess a valid driver's license.
- 6.5 The principal or designate shall conduct a visual inspection of private vehicles and shall deny use of a vehicle which has obvious safety deficiencies (i.e. bald tires, lack of seat belts, etc.).
- 6.6 If the Administrative Officer deems it necessary, he/she may request a vehicle inspection prior to the commencement of the trip, at no cost to the Board.
- 6.7 The vehicle shall have an approved restraint for each person in the vehicle, which shall not exceed nine (9) passengers excluding the driver. (Note: District owned vehicles may transport a maximum of five (5) students per vehicle).
- 6.8 No child under the age of thirteen (13) shall be transported in a front passenger seat equipped with an air bag.
- 6.9 Private vehicle drivers are to observe a zero tolerance for the use of alcohol, drugs, or medications which may cause drowsiness.

**LETTER OF UNDERSTANDING NO. 6**

**between**

**C.U.P.E. LOCAL 748**

**and**

**THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 8 (KOOTENAY LAKE)**

RE: Job Sharing

Employees may make application to share one (1) position. This request must be made, in writing, to the Board with a copy to the Union.

The Board, in situations where it is in the best interest of students and employees, may request consideration of a job sharing arrangement.

On receipt of such a request the Board and the Union will meet to review the application.

Approval of any request will be by mutual agreement.

Either the Board or the Union may cancel the arrangement by giving thirty (30) days written notice to the other party and the employee(s) involved.

This Letter of Understanding will come into effect the date of ratification (June 15, 2000) and remain in effect for a period of twenty-four (24) months.

By mutual agreement the period of this letter of understanding may be extended.

FOR THE BOARD:

FOR THE UNION:

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DATE: \_\_\_\_\_

**LETTER OF UNDERSTANDING NO. 7**

**between**

**C.U.P.E. LOCAL 748**

**and**

**THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 8 (KOOTENAY LAKE)**

RE: Student Apprentice

It is hereby agreed that the issue re student apprentice will be referred to a joint committee to resolve.

Issues to discuss include, but are not limited to:

Programs; funding; responsibility of the Board; how to implement and accommodate within the bargaining unit.

FOR THE BOARD:

FOR THE UNION:

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DATE: \_\_\_\_\_

**LETTER OF UNDERSTANDING NO. 8**

**between**

**C.U.P.E. LOCAL 748**

**and**

**THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 8 (KOOTENAY LAKE)**

RE: Workload Review

The Board is prepared to sign a Letter of Intent that would outline a process for a study for workload issues based on the following considerations:

- Committees comprising representation from C.U.P.E., supervisory staff (A.O.s where appropriate) and senior management be established for each of the work areas to be considered. These committees would be similar to the Custodial Advisory Committee currently in place.
- The committees would review the work areas and recommend targets that would relate to the requirements of those positions.
- While undertaking this study, the committee will identify work required in a priority fashion in each of the areas to be studied and develop expectations for the areas that will be understood by all parties in relation to current staffing allocations.
- The Board will strive to work towards levels identified with the understanding that there are budget limitation in current funding levels and there may be other internal/external influences that could impact what is done.
- The Union and the Board will jointly request that the Workload Review Committee recommended by the Ready/Holden Commission Report (April 1, 2000) School District No. 8 (Kootenay Lake) as part of its review and express the parties willingness to service as a pilot project.

FOR THE BOARD:

FOR THE UNION:

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DATE: \_\_\_\_\_

**LETTER OF UNDERSTANDING NO. 9**

**between**

**C.U.P.E. LOCAL 748**

**and**

**THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 8 (KOOTENAY LAKE)**

RE: Minimum Hours

Minimum of four (4) hour positions

The Board is prepared to issue a Letter of Intent to the effect that we will establish a committee comprising Union and Management that will work toward creating positions of not less than four (4) hours or that will enable employees to be eligible for benefits based on the following considerations.

- as part-time, regular positions become vacant or new positions created the Union and Board will meet to determine if that position can be combined with another to provide additional hours.
- The Union and Board will meet to review current positions that are less than four (4) hours to determine if any could be combined.
- Decisions to create positions not less than four (4) hours must consider needs of students and the ability of the District to operate in the most efficient manner.
- No employee currently working more than four (4) hours per day shall be reduced to accommodate this.

FOR THE BOARD:

FOR THE UNION:

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DATE: \_\_\_\_\_

**LETTER OF UNDERSTANDING NO. 10**

**between**

**C.U.P.E. LOCAL 748**

**and**

**THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 8 (KOOTENAY LAKE)**

RE: Volunteers

To establish a committee comprised of representation from C.U.P.E., NDTA, CVTA, A.O.'s, DPAC, and Board to draft recommendations to the Board regarding Volunteers.

FOR THE BOARD:

FOR THE UNION:

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DATE: \_\_\_\_\_

**LETTER OF UNDERSTANDING NO. 11**

**between**

**C.U.P.E. LOCAL 748**

**and**

**THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 8 (KOOTENAY LAKE)**

RE: Duty to Accommodate

The Union and the Board agree to consult and co-operate with each other on issues relating to Duty to Accommodate.

The parties recognize the requirements to comply with the rules and regulations of the Labour and Human Rights Code for an accommodation.

It is hereby agreed to establish a joint committee comprising representatives from all of the School District's employee groups and the Board. The purpose of this committee is to draft recommendations to the Board regarding a policy for "Duty to Accommodate Protocols".

FOR THE BOARD:

FOR THE UNION:

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DATE: \_\_\_\_\_

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 8 (KOOTENAY LAKE)  
AND  
C.U.P.E. LOCAL 748**

**PREAMBLE**

The intent is to establish an equitable base of Paraeducator support at each school thereby creating more stability in the system by reducing fractional assignments.

The following guidelines depend on student needs and available funding as determined by the annual budget approved by the Board. After informing the Union the guidelines may be adjusted at the discretion of the Director of Student Services to provide flexible alternative means to support students.

**1. Guidelines for School-Based Teacher Assistant Positions:**

- a. Elementary
  - i. each school will have a minimum of one (1) school-based allotment of twelve and one half (12.5) hours per week. In accordance with the intent of Letter of Understanding #9 (page 97) and its provisions – “Union and Management will work toward creating positions of not less than four (4) hrs/day”.
  - ii. any additional time required for students will first be assigned to the most senior Teacher Assistant on site for the remainder of the school year, subject to the requirements of the student and program.
  - iii. the additional time would depend on a functional needs assessment completed by the Director of Student Services. This assessment to be completed as soon as practicable.
  - iv. if the additional hours/position is to be continuing, it will be posted prior to the end of the school year to take effect the following September.
- b. Secondary
  - i. each school will have a minimum of one (1) child care worker and one (1) Teacher Assistant, (hours may vary according to need but not less than 27.5 hours subject to the preamble above).
  - ii. any additional time required will first be assigned to the most senior Teacher Assistant on site for the remainder of the school year, subject to the requirements of the student and program.

- iii. the additional time would depend on a functional needs assessment completed by the Director of Student Services. This assessment to be completed as soon as practicable.
- iv. if the additional hours/position is to be continuing, it will be posted prior to the end of the school year to take effect the following September.

## **2. Guideline for Specialized Needs of Some Students**

The School-based team, in conjunction with the Director of Student Services will establish the requirements for specialized needs of individual students.

## **3. Transitions**

Where the Director of Student Services in consultation with the IEP planning team determines a need for a transition, it will be developed. This process will generally begin in the spring of the school year and will meet the needs of the individual student. If these needs are not met for the student or the Teacher Assistant more time will be allowed for familiarization. If the transition plan involves the same TA moving to the new school with the student, the matter will be referred to the standing committee.

The Standing Committee will comprise two management personnel and two union personnel. Others may provide additional information on specific student needs. The decision will rest with the Director of Student Services.

Transportation assistance for the Teacher Assistant(s) to participate in the transition plan will be provided by the Employer.

## **4. Timelines for Implementation of the School-based Positions**

Effective June 1 of each year, allocations will be provided to the school.

## **5. Attendance at School-Based/IEP Planning Team Meetings**

When required by the school administration to attend team meetings, the paraprofessionals will be paid at straight time, if outside of their regular school hours.

## **6. Significant Detriment**

For the term of this trial period, this is the process that will be followed to determine significant detriment:

- The Director of Student Services will discuss the student support requirements with the school-based team
- Prior to determining significant detriment, the Director will discuss the situation with the designated Steward
- Should significant detriment be determined by the Director, the Union may request

- that it be referred to the Standing Committee described in #3 above
- If the committee is unable to resolve the matter, the Director of Student Services will make a decision
- Should the Union dispute the invoking of Clause 18.09 – Paraprofessional Movement Restrictions, the parties agree that the issue will be referred to Mediator Mark Atkinson for a final and binding decision.

**7. Term**

This agreement to be in effect immediately and continue through to June 30, 2003.

**8. Disputes**

Mediator Mark Atkinson will remain seized in all matters relating to this agreement.

DATED at Nelson, British Columbia this \_\_\_\_\_ day of June , 2001.

For C.U.P.E. Local 748:

For the Board:

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