

# COLLECTIVE AGREEMENT

between

THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 20 (KOOTENAY-COLUMBIA)



and

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1285



July 1, 2003 - June 30, 2006

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## **PREAMBLE**

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

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

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

NOW, THEREFORE, the parties agree as follows:

## **ARTICLE 1 – UNION RECOGNITION**

### 1.01 Exclusive Representative

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

### 1.02 Singular or Masculine

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.

### 1.03 Managerial or Confidential Employees

The incumbents of the following positions are mutually recognized to be excluded from the application of the provisions during the term of this Collective Agreement:

- Administrative Assistant to the Director of Human Resources
- Administrative Assistant to the Secretary-Treasurer
- Administrative Assistant to the Superintendent of Schools
- District Accountant/Financial Analyst

## **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 and other facilities in accordance with its commitments and responsibilities, and to make and alter from time to time, rules and regulations to be observed by employees, which rules and regulations shall not be contrary to any provisions of this Agreement. Such rules and regulations or amendments will be communicated in writing to the Union.

### 2.02 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 Contract

The administration of the terms of this Agreement will fall within the jurisdiction of the Director of Human Resources and the Secretary-Treasurer of the Board.

## **ARTICLE 3 – DEFINITIONS**

### 3.01 Regular Employee

Are employees either full-time or part-time who are not temporary or casual employees and who hold a posted position.

### 3.02 Temporary Employee

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

Temporary employees will not be employed on a continuous basis for more than six (6) months unless mutually agreed between the Board and the Union. Once an employee becomes temporary he will be shown as such on the seniority list.

A temporary employee's seniority shall commence on the first day of work in the sixty (60) shifts qualifying period.

Temporary employees qualify for thirteen percent (13%) payment of their gross pay to compensate for Statutory Holidays (4%), vacations (6%), benefit premiums and paid leaves of absence (3%).

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

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

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

The regular employee who falls into this category will have his vacation entitlement pro-rated in the first year due to the fact that for the said period of uninterrupted they have been paid their vacation entitlement.

### 3.03 Casual Employee

Are employees who work on an intermittent basis, but who have not completed sixty (60) shifts within a twelve (12) month period. For the purpose of the sixty (60) shifts accrual an employee can only earn one (1) shift per day.

Casual employees have seniority for the purpose of call-out – as per Clause 15.06 - Casual Employees and Appendix "B" - Call-Out Procedure. Casual employees qualify for thirteen percent (13%) payment on their gross pay to compensate for Statutory Holidays (4%), vacation (6%) and benefit premiums (3%) and do not qualify for sick leave or paid leaves of absence.

## **ARTICLE 4 – HUMAN RIGHTS**

### 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.

The Board and its employees agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, or marital status, nor by reason of his membership in a Labour Union, and the employees shall at all times and in like manner act in good faith toward the Board.

### 4.02 Harassment

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

### 4.03 Expedited 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.

## **ARTICLE 5 - UNION SECURITY**

### 5.01 All Employees to be Members

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.

### 5.02 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- Check-off Deductions.

### 5.03 Notification of New Employees

New employees will be provided with a current list of names and phone numbers of Union Executive and Stewards. This list will be provided by the Union.

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

The Board will provide new employees with a copy of the Collective Agreement.

### 5.04 No Other Agreements

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

### 5.05 No Strike or Lockout

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 and other facilities 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.

5.06 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.

5.07 Bulletin Board

The Board agrees that the Union shall have the right to maintain a bulletin board in a convenient location in all facilities under the jurisdiction of the Board, 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.

5.08 Resolutions and Reports of the Board

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.

5.09 Notification to Board

The Board agrees that all correspondence between the Board and the Union related to matters covered in this Agreement shall be sent to the Recording Secretary 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 Recording Secretary of the Union.

5.10 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.

## 5.11 Contracting Out

- (a) 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 regular hours (including a limited amount of overtime) and within the projected time limits.
  - (ii) the Board has the equipment or facilities (based on present levels) to do the work.
- (b) No regular employee of the Board shall lose their job or suffer reduction of hours as a result of the Board contracting out work.
- (c) Notwithstanding the above, this shall not affect the right of the Board to continue contracting out work that has been contracted out since March 27, 1998. If current contractors relinquish their contract or the Board cancels the arrangement, the Union and the Board will meet to discuss the feasibility of bringing the work in house. (Note – this does not refer to present Transit situation)
- (d) The Union will be notified in writing in advance as soon as is practical as to the nature of the work and the reasons for contracting out such work. The Board will give due consideration to the suggestions of the Local Union before making its final decision as to whether or not such work will be contracted out.
- (e) 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.

## 5.12 Volunteers

Board policy on volunteers will be in compliance with the School Act. See Appendix "C".

## **ARTICLE 6 – CHECK-OFF DEDUCTIONS**

### 6.01 Check-Off Deductions

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

### 6.02 Remittance

The Board shall deduct, as a condition of employment, dues, assessments or levies as set by the Union, each pay period from all employees covered by this Collective Agreement.

The Board shall remit these deductions to the Treasurer of the Union, not later than the tenth (10<sup>th</sup>) day following the end of the pay period, together with a list of all casual, temporary, part-time and regular employees including name, address, position, and the number of hours worked together with dues paid per employee.

### 6.03 New Employees

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

### 6.04 Financial Responsibility of the Board

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

## **ARTICLE 7 - LEAVE OF ABSENCE**

### Section 1 – Union Leave

#### 7.01 Grievance/Dispute Resolve

The Board agrees that the time spent in settling disputes by Union Stewards or representatives shall be considered as time worked provided that such time shall not exceed a total of twenty-four (24) working hours in any one (1) month. The Union agrees to forward to the Board a written list of names of such Stewards, a record of time spent by each Steward in settling disputes and a list of replacements obtained for Stewards who are required to be absent to settle disputes. In order that the work of the Board shall not be unreasonably interrupted, no Steward shall leave his work without obtaining permission from his supervisor, such permission will not unreasonably be denied.

#### 7.02 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 Director of Human Resources and/or 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.

#### 7.03 Other Employees

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

#### 7.04 Bargaining Representatives

A maximum of six (6) 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 two (2) vehicles.

#### 7.05 Remuneration While on Union 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

#### 7.06 Bereavement Leave

- (a) Employee shall be granted up to five (5) working days, without loss of pay, benefits 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-parent, step-child.
- (b) One (1) day shall be granted without loss of salary or wages to attend a funeral as a pallbearer, provided such employee has the approval of his supervisor.
- (c) Reasonable leave of absence shall be granted for travel and estate affairs without pay and without loss of seniority.

#### 7.07 Jury Duty

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

7.08 Voluntary Fire Fighter

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

7.09 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 and General Leave

7.10 Leave for Union Position

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.

7.11 Political Leave

The employee 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, Member of the House of Parliament. An employee prior to standing for election to Regional District Municipal or Hospital Board shall apply to the School Board to discuss the level of leave that would be available. Should the employees leave application exceed those discussed, the issue should be brought to a Labour Management Meeting for resolution.

7.12 Educational Leave

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

7.13 Reserve Service Leave

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

7.14 General Leave

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 article will have the option of continuing benefit coverage by prepaying the entire cost of premiums on a monthly basis.

7.15 Benefit Coverage While on Leave

Employees on leave under

Clause 7.10 - Union Leave;

Clause 7.11 - Political Leave;

Clause 7.12 - Educational Leave;

Clause 7.13 - Reserve Service;

of this section have the option of continuing with the benefit coverage by paying the entire cost of the premiums on a monthly basis to the 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.

7.16 Returns From Leave

Upon returning from leaves under

Clause 7.10 – Union Leave;

Clause 7.11 – Political Leave;

Clause 7.12 – Educational Leave;

Clause 7.13 – Reserve Service;

Clause 7.14 – General Leave;

the employees 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 17.05 – Bumping.

## Section 4 – Maternity/Adoption/Parental/Paternity

### 7.17 Maternity/Adoption/Parental Leave

Employees accessing maternity/adoption/parental leave are entitled to the provisions of the Employment Standards Act. See Appendix "D".

### 7.18 Notice to Board

The request to take maternity, adoption or parental leave must be made, in writing, at least four (4) weeks prior to the proposed commencement of the leave.

### 7.19 Return to Work

When an employee decides to return to work after maternity, adoption or parental leave, the employee shall provide the board with at least two (2) weeks notice. On return from maternity, adoption or parental leave, the employee shall be placed in their former position. Should that position no longer exist the employee will exercise the bumping procedure under Article 17 – Lay-offs and Recalls.

### 7.20 Status While on Maternity, Adoption or Parental Leave

While on maternity, adoption or parental leave 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. The Board shall pay its portion of premiums for all employee benefit plans for a combined period of up to twenty-five (25) weeks. Where both parents are employees of the Board, the employees shall determine the apportionment of Board paid premiums between them subject to the agreement of the Board.

### 7.21 Paternity Leave

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

### 7.22 Temporary and Casual Employees

The Board will grant a temporary or casual employee any of the leaves contained in this Article but all such leaves will be without pay.

## **ARTICLE 8- HOURS OF WORK**

### 8.01 Hours of Work Schedule

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.

### 8.02 Work Schedule

The Board agrees, in consultation with the Union, to set forth the working schedule of each employee. An employee's working hours will be consistent with Schedule "B" Hours of Work.

### 8.03 Changes to Regular Working Week

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.

### 8.04 Non – Instructional Days

Employees shall receive payment for non-instructional days on the condition that the employee works his regular hours at a job assigned by the Board.

Temporary employees working in a posted position at the time of the professional development day will have the opportunity to attend professional development activities with pay for their regularly scheduled hours.

Temporary employees not working in a posted position at the time of the professional development day will have the opportunity to attend Professional Development activities without pay.

**ARTICLE 9 – WAGES/RECLASSIFICATION AND MATTERS INCIDENTAL THERETO**

9.01 Remuneration

Employees shall be classified as per Schedule "C" attached hereto and forming part of this Agreement. The Board shall pay wages bi-weekly to its employees in accordance with Schedule "A".

9.02 Boiler Operator Certificate

Employees holding Boiler Operator Certificates and employed on afternoon shifts at work requiring Boiler Operator's qualifications will be paid at the full rate of their certification.

9.03 Swing Shift or Relief Custodian Engineer

An employee holding a Boiler Operator certificate, and designated by the Board as a swing-shift or relief Custodian Engineer, shall be paid at the rate for a Custodian-Boiler Operator.

9.04 Shift Premiums

Afternoon shift	\$0.35
Night shift	\$0.50

9.05 Pay on Temporary Assignments

- (a) When an employee is temporarily required to perform substantially the duties of a higher-rated position he shall receive the rate of pay for the higher-rated position for all time worked in that position.
- (b) When an employee is temporarily assigned to a position paying a lower rate, his rate shall not be reduced.

9.06 Mandatory Courses

Where an employee attends mandatory job-related education courses or meetings, he will be paid his regular rate of pay for the full length of the course or meeting. All hours worked up to full-time in a classification per day shall be paid at straight time. Any hours worked beyond full-time in a classification in a day will be paid at overtime rates.

Notwithstanding the above, in the case of out of town mandatory job-related training all time will be at straight time inclusive of travel time.

9.07 Spray Painting Differential

There shall be a spray painting differential for all spray painting done of fifty (50) cents per hour.

9.08 Personal Vehicles

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

9.09 Trainer Rate

Any employee, with the exception of co-ordinators, who have been requested in writing to act as a trainer will be paid ten (10%) percent per hour over and above his regular rate while doing the training including any preparation time as approved.

Familiarization is not considered training.

9.10 No Requirement to Fill

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

## **RE-CLASSIFICATION**

9.11 Joint Committee

There will be a joint Job Evaluation Committee, made up of three (3) representatives from the Board and three (3) representatives from the Union. Each party will have one (1) alternate.

9.12 Role of the 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.

### 9.13 Process

#### a) Revised Positions

Where an employee or supervisor believe that the duties and/or responsibilities of the position have substantially changed, the changes will be forwarded to the Joint Job Evaluation Committee for review, provided that at least twelve (12) months have passed since the position was last reviewed. Any changes to the rate of pay shall be set by mutual agreement of the parties to this Collective Agreement.

#### b) New Positions

In the event a new position is created, a temporary rate of pay shall be set by the Board in reasonable relationship to existing rates set forth in the Wage Schedule of this Agreement, pending negotiations between the Board and the Union of a mutually agreeable rate.

The job descriptions and rate of pay will be reviewed by the Joint Committee to ensure consistency with the pay equity plan.

### 9.14 Arbitration

In the event the Board and the Union are unable to reach agreement on a mutually satisfactory rate of pay in Clause 9.13 – Process (a) and (b) above the matter shall be resolved by referring the issue directly to Arbitration as per the provisions of this Collective Agreement.

### 9.15 All Positions to be Reviewed

Notwithstanding Clause 9.13 (a) above, all positions will be reviewed at least once every five (5) years.

### 9.16 On-Going Review

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

- a) a maximum of six (6) to be under review in any one year. This number can be increased by mutual agreement of the Parties.
- b) the review will be initiated within thirty (30) days of written request.

9.17 Responsibility of Joint Committee

Where review of a position has not been requested, it will be the responsibility of the Joint Committee to complete the review.

9.18 Pay Equity Funding

Any rate of pay adjustments related to pay equity arising from these provisions are subject to Pay Equity funding being provided by the Provincial Government.

9.19 Pay Equity Agreement

The Memorandum of Agreement Re: Pay Equity, signed February 17, 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 10 - OVERTIME**

### 10.01 Overtime 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 ½) for the first two (2) hours of overtime worked on a normal working day and double time (2x) thereafter. Hours of overtime on consecutive days of rest shall accumulate and be paid at the rate of time and one-half (1 ½) for the first four (4) hours and double time (2x) thereafter.

### 10.02 Heating of Buildings

It is recognized that the proper heating of buildings during severe weather is the responsibility of the Custodial-Boiler Operators in each school. Custodial-Boiler Operators in each school shall be responsible for the proper heating of buildings only when so directed and authorized by the Manager of Risk Management/Custodial or his designate.

### 10.03 Overtime Defined

Wheresoever in this Article, and elsewhere in this Agreement that the phrase "overtime worked" shall appear, it shall refer to and include all work performed before or after and as an extension of the regular hours of work comprising a shift as set out in this Agreement, and shall be paid at the aforesaid overtime rates.

### 10.04 Call-Out

A call-out occurs when an employee is brought out to work at a time other than his regularly scheduled shift or extension thereof.

When a call-out occurs, an employee 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.

10.05 Outside Rentals

As compensation for all work performed outside the recognized hours of work as set forth in this Agreement, whether by way of overtime worked or work performed commencing at a time other than the beginning of a regular shift as defined in Article 10 - Overtime, Clause 10.03 – Overtime Defined, 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.

10.06 Meal Allowance

Employees required to work more than one and one-half (1 ½) consecutive hours beyond regular shift hours in any day shall be provided with a meal by the Board, or when meal facilities are not available, a payment for breakfast, lunch or supper at the following rates in lieu of providing a meal:

Overtime Meal Allowance

Breakfast	\$ 8.00
Lunch	\$ 12.00
Supper	\$ 20.00

10.07 Part-Time Employees

A part-time employee working less than the regular working hours per day or week shall be paid at overtime rates for hours worked beyond the individual employee's regular or normal working hours.

This 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. Employees who are being offered the opportunity to work additional hours as opposed to being required to work additional hours will be advised prior to the work commencing.

The intent of this clause is to enable the Board to offer regular part-time employees extra work to bring them up to full-time hours before extra hours are assigned to temporary or casual employees as per the call-out procedure. The parties agree that additional hours will only be assigned if this does not result in inefficiencies in the operation of the School District.

This clause does not apply to Education Assistants, who, when requested to participate in either curricular or extra-curricular activities (with their student(s) in attendance) 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.

#### 10.08 Banking of Overtime

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

Banked overtime:

- (a) The Board and the Union agree that notwithstanding the provision of Article 10, employees shall be permitted annually to accumulate overtime to a maximum of seven (7) regular shifts in lieu of cash payment, such leave to be equal to the appropriate overtime cash payment.
- (b) The employee must indicate on each time card whether he wishes to bank overtime in accordance with this clause, otherwise overtime will automatically be paid.
- (c) Such leave shall be taken at the Board's discretion. Days not taken by June 30th of that calendar year or pursuant to Article 12.06 shall be paid in cash to the employee.
- (d) Accumulation of overtime shall be in hours for that employee's regular assigned shift.

#### 10.09 Emergent Situations

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.

#### 10.10 Notice of Shift Change

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 on that first shift.

#### 10.11 Exceptions

Notwithstanding any other clauses in this Article, any overtime hours for meetings within the regular hours of the classification will be paid at straight time.

Overtime is not applicable to bus drivers on extra-curricular trips, except in case of a bus break down, an emergency, or adverse road conditions that result in a minimum of four (4) additional hours service in which case overtime will be paid for those additional hours.

The parties agree that in the event the above results in an additional overnight stay the provisions of Appendix "A" – "A" Trips apply.

**ARTICLE 11 - STATUTORY HOLIDAYS**

11.01 Entitlement

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

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

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

Cafeteria/Meals Program

Employees employed in the Cafeteria/Meals Program 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 | Thanksgiving Day |
| Good Friday    | Remembrance Day  |
| Easter Monday  | Christmas Day    |
| Victoria Day   | Boxing Day       |

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

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

The Statutory Holidays for ten (10) month employees are:

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

#### 11.02 July-August Premium

It is agreed that regular ten (10) month employees who work a few days 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 B.C. Day.

#### 11.03 Stat Holiday During Regular Time Off

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

#### 11.04 Statutory Holidays Falling on Weekends

When any of the foregoing Statutory Holidays fall on a weekend, the Statutory Holiday will be scheduled for the day(s) immediately following the non-working day(s).

#### 11.05 Temporary and Casual Employees

As per Clause 3.02 – Temporary Employee and Clause 3.03 – Casual Employee, Temporary and Casual employees receive four percent (4%) of gross pay to compensate for Statutory Holidays.

**ARTICLE 12 - VACATIONS**

12.01 Anniversary Date

Employee's vacation entitlement is based on their anniversary date of appointment to a regular position.

12.02 Definition

For the purpose of computing vacation time the word "week" were used in this Article and shall be considered as constituting five (5) working days.

It is hereby agreed that:

Vacation time will be earned each pay period based on vacation entitlement as per Clause 12.03 – Entitlement, and the regularly scheduled hours of the employee. Vacation time accrued will be reported to each employee on their bi-weekly payslips.

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

12.03 Entitlement

Subject to Clause 12.01 an employee's vacation entitlement is as follows:

	<b>Weeks</b>
Less than one (1) year	Six percent (6%)
One (1) year or more and less than seven (7) years	Three (3)
Seven (7) years or more and less than fifteen (15) years	Four (4)
Fifteen (15) years or more and less than twenty-three (23)years	Five (5)
Twenty-three (23) years or more	Six (6)

12.04 Statutory Holidays

If a Statutory Holiday or declared holiday as per Article 11 – Statutory Holidays falls or is observed during an employee’s vacation period, he shall be granted an additional days vacation for such holiday in addition to his regular vacation time.

12.05 Vacation Scheduling

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.

Once an employee's vacation has been approved, it shall not be rescinded, except in an emergency situation.

12.06 Ten (10) and Eleven (11) Month Employees

Regular ten (10) month and eleven (11) month employees shall take their vacation during the regular school holiday periods of Christmas and Spring Break vacation periods with any remaining holiday pay or banked time paid out on the first pay period in June.

12.07 Full Year Service

For the purpose of vacation entitlement, ten (10) and eleven (11) month employees will be considered to have worked a full year subject to Clause 12.09 – Reduction of Entitlement.

12.08 Fifteen Days Minimum

An employee will not receive less than fifteen (15) days holiday in any one school year except where employed for only part of a school year.

12.09 Reduction of Entitlement

For each period of thirty (30) consecutive days a regular employee is absent from work in the year, there shall be deducted from the vacation pay to which he would otherwise be entitled (see Clause 12.03 – Entitlement), one – twelfth (1/12) of such vacation pay provided that 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 time worked.

#### 12.10 Sickness During Vacation

Where an employee qualifies for sick leave during the period of vacation, the period of vacation so displaced (in excess of four (4) working days) 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.

For the purpose of this clause, sick leave replacement shall only be for a serious disabling accident or serious illness in excess of four (4) working days and requiring medical intervention; or resulting in admission to a hospital.

#### 12.11 Temporary and Casual Employees

As per Clause 3.02 – Temporary Employees and Clause 3.03 – Casual Employees, employees receive six percent (6%) of gross pay to compensate for vacations.

#### 12.12 Unused Vacation

- (a) The maximum number of unused vacation days for an employment year that may be carried forward to the next employment year is ten (10).
- (b) An employee who presently has accumulated unused vacation days in excess of ten (10) days must reduce the excess by taking additional vacation time or the employee will be paid out June 30 of each year. The maximum number of excess days that must be taken or paid out is five (5) days per year.

## **ARTICLE 13 - SICK LEAVE**

### 13.01 Sick Leave Defined

Sick leave means the period of time an employee is entitled to be absent from work, with or without pay, by virtue of sickness, disability, or accident for which compensation is not payable under the Workers' Compensation Act.

If the employer pays, or is obligated to pay to an employee an amount of salary from sick leave credits, then the employer shall have the right to be subrogated to the rights, powers, privileges, and remedies of the employee to whom the payment is made in any claim or cause of action the employee may have for compensation for lost income against other parties to the extent of the amount paid or obligated to be paid by the employer to the employee.

Where an employee is involved in an accident, other than an accident covered by the Workers' Compensation Act as referred to above, and as a result is paid sick leave during absence from work, any sick leave compensation recovered from an insurer or court award shall be repaid by the employee to the Board. The Board shall thereupon reinstate the number of days of sick leave credit represented by the repayment.

### 13.02 Regular/Temporary Employees

#### (a) Regular Employees

All regular employees shall be granted sick leave credit in the amount of one and one-half (1 ½) working shifts accumulated in hours for each month worked from commencement of employment.

Unused sick leave shall be carried forward and accrue to a maximum of one thousand four hundred and forty (1440) hours. Sick leave shall be earned and accrued based on their regularly scheduled hours of work.

A deduction shall be made from the accumulated sick leave credit of all normal working shifts, exclusive of Statutory holidays, absent for sick leave as defined in Clause 13.01- Sick Leave Defined.

#### (b) Temporary Employees

All Temporary employees shall earn and accumulate sick leave credit in the amount of one and one-half (1 ½) working shifts accumulated in hours for each month worked, sick leave credits for partial months will be earned on a pro-rata basis.

Unused sick leave shall be carried forward and accrue to a maximum of one thousand four hundred and forty (1440) hours. Sick leave shall be earned and accrued based on their scheduled hours of work exclusive of overtime.

Temporary employees will only be eligible to use sick leave when they are working either a posted position or a period of time in excess of four (4) continuous days. A deduction shall be made from the accumulated sick leave credit of all normal working shifts, exclusive of statutory holidays, absent for sick leave as defined in Clause 13.01- Sick Leave Defined.

In the event a temporary employee obtains a regular position any unused sick leave credits will be carried forward.

### 13.03 Proof of Illness

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

### 13.04 Unpaid Sick Leave

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.

### 13.05 Sick Leave Payout

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 Pension Plan, whichever shall last occur, or
- (b) Retirement with a permanent disability entitling the employee to Municipal Pension Plan benefits, 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 pay out of accumulated sick leave credits. This clause (d) does not apply to employees dismissed for just cause.

13.06 Record of Sick Leave

A record of all accumulated sick leave credits shall be maintained by the Board and communicated to the Union, on request. Each employee will have their sick leave accumulation indicated on pay slips each pay period.

13.07 WCB Top-Up

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.

In no case shall the net income of the employee exceed that which would have been received had the employee been at work.

13.08 Medical 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 annual bus driver medical, which will be paid by the Board up to a maximum of two (2) hours per driver.

13.09 Family Illness

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 14 - EMPLOYEE BENEFITS**

### 14.01 Municipal Pension Plan

All eligible employees shall participate in the Municipal Pension Plan of B.C. Regular part-time employees shall have the option of participating in the Municipal Pension Plan of B.C

### 14.02 Purchase of Past Service

The Board will approve requests for recognition of past service, permitting and making appropriate salary deductions and remittances to allow employees to purchase contributory time with the following provisions:

- (a) the entire cost (including the Board's share) of purchasing past service be borne by the employee;
- (b) the past service request be approved by the Pension Commission;
- (c) 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 repayment in special situations.
- (d) the Board will provide the employee with an estimate cost of the purchase of past service, based on the information provided by the employee. The employee will then advise the Board whether they wish a detailed research and calculation of the cost to purchase the past service. In the event the employee chooses not to purchase the past service, the administration time relating to this request will be paid by the employee.

### 14.03 Medical

Regular employees who have completed three (3) calendar months service within the previous twelve (12) months shall participate in the mutually approved Medical Plan. The Board will pay one hundred (100%) percent of the premium.

### 14.04 Group Life Insurance

Regular employees who have completed three (3) calendar months service within the previous twelve (12) months shall participate in the Group Life Insurance Policy Payroll Deduction Plan, whereby each employee will pay twenty-five percentum (25%) of the monthly premium per month for each \$1,000 of insurance coverage,

and the Board will pay the remainder of the premium due. This Group Life Insurance will provide coverage calculated at 2.35 times annual basic earnings rounded to the next higher \$1,000 if not already a multiple of \$1,000. Maximum \$200,000.

Employees upon retirement will be advised of the life insurance conversion option.

#### 14.05 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.

#### 14.06 Dental

The Board shall pay seventy-five per centum (75%) and the regular employees twenty-five per centum (25%) of the costs of a mutually acceptable Dental Plan.

The plan coverage will be:

- Plan A - one hundred per centum (100%)
- Plan B - sixty per centum (60%)
- Plan C - fifty per centum (50%)

#### 14.07 Extended Health

The Board shall pay seventy-five per centum (75%) and the employees twenty-five per centum (25%) of the cost of the Extended Health Benefits Plan.

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

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

14.08 Benefit Summary

<b>BENEFIT</b>	<b>WHO ELIGIBLE</b>	<b>WHEN</b>	<b>COST SHARING</b>
Medical Services Plan of BC	Regular employees who work more than 17 1/2 hours per week	1 <sup>st</sup> month following date of appointment as a regular employee	100% Board
E.H.B. includes Vision Care and Hearing Aids	" "	" "	75-25
Life Insurance	" "	" "	75-25
Dental Plan	" "	" "	75-25
LTD	Employees working 15 hours or more weekly		PEBT

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

14.09 Payment in Lieu Of

A regular part-time employee working less than seventeen and one-half (17.5) hours per week will be paid three percent (3%) gross pay in lieu of being provided benefits.

14.10 Benefit Trust

The Board agrees to participate in the Benefit Trust as established in the Industrial Inquiries Commission #2, provided that there is no additional cost or liability to the Board.

14.11 Long Term Disability

Should the Accord process currently underway establish a LTD Plan that is funded wholly by the Government, the Board agrees to participate in the plan.

#### 14.12 Temporary and Casual Employees

As per Clause 3.02 – Temporary Employee and Clause 3.03 – Casual Employee, temporary and casual employees receive three percent (3%) of gross pay to compensate for benefits.

## **ARTICLE 15 - SENIORITY**

### 15.01 Operation of Seniority

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.

### 15.02 Seniority List

The Board shall maintain a seniority list for regular and temporary employees showing the date upon which each employee's service commenced and the employee's vacation anniversary date. 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.

### 15.03 Employee Requested Change to Seniority Lists

Employees who do not agree with their seniority date must raise the concern with the Director of Human Resources or designate within one (1) month after the seniority list is posted. Requests for changes after this time will not be accepted unless they are the result of bringing forward the incorrect data from a previous seniority list.

### 15.04 Probation

A newly hired employee shall be on probation for a period of sixty-five (65) shifts worked from the date of hiring. During the probationary period the employee shall be entitled to all rights and benefits of this Agreement unless specified otherwise, after completion of the probationary period, seniority shall be effective from the original date of employment, or as per Article 3 – Definitions.

### 15.05 Ten and Eleven Month Employees

For the purpose of seniority, ten (10) and eleven (11) month employees will be considered to have worked a full year.

## 15.06 Casual Employees

Casual employees who have completed between thirty (30) to fifty-nine (59) shifts in a consecutive twelve (12) month period have casual seniority rights for the sole purpose of call-out in accordance with the call-out procedures.

## 15.07 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.

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 has not been recalled to a regular position within the twenty-four (24) month recall period as per Article 17 – Lay-offs and Recalls.
- (f) notwithstanding Clause 15.07(e) where the employee has worked a total of sixty (60) shifts in the twenty-four (24) month recall period the loss of seniority provision under Clause 15.07(e) would be extended for an additional twelve (12) consecutive months.
- (g) if he is a temporary employee and has not worked a minimum of sixty (60) shifts in a consecutive twelve (12) month period.

15.08 Work Outside of the 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. This period may be extended by mutual consent of the Board and the Union.

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 return to their original positions.

15.09 Merger or Amalgamation

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 16 – PROMOTIONS AND STAFF CHANGES**

### 16.01 Job Postings

When a vacancy occurs or a new position is created, the Board shall notify the Union in writing and post notice of the position on all bulletin boards for a minimum of seven (7) calendar days so that all members will know about a vacancy or new position.

### 16.02 Information in Postings

Notice of postings shall contain the following information:

Nature of position, required qualifications, knowledge, education and skills, shift, wage or salary. In addition, Teaching Assistant, Childcare Worker, Child/Youth Care Worker postings will reflect the assigned school along with the primary responsibility of the position.

Such qualifications may not be established in an arbitrary or discriminatory manner. - All job posting notices will include a closing date for the posting, competition number and the date of issuance of the posting.

Applications must be made in writing.

### 16.03 Posting Period

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

Vacancies if they are to be filled, or new positions, must be posted within ten (10) days of the vacancy or creation.

Postings will be distributed as follows:

- (a) Faxed or e-mailed to a contact at each District site for display (including the Trail bus barns).
- (b) On the Board Office and the Maintenance Office main door windows during any shutdown period.
- (c) Listed on the District Web Site ([www.sd20.bc.ca](http://www.sd20.bc.ca)).

It will be the responsibility of employees to check availability of vacancies by checking one of the areas outlined above.

16.04 Notice of Appointment

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

16.05 Temporary Vacancies

Vacancies of thirty (30) worked shifts or more duration will be posted as temporary vacancies. Temporary vacancies are created by:

- (a) a regular employee being absent due to illness, WCB, LTD or leave of absence. It is the joint responsibility of the employee on leave to provide and the Board to request the appropriate medical information in order to determine the projected length of the vacancy. In any event, unless a medical note is received specifying a return date within fifteen (15) working shifts of the thirtieth (30) working shift of absence the position will be posted on or before the thirty-first (31<sup>st</sup>) working shift of absence.
- (b) the creation of a new short term position. Short term is defined as between thirty (30) and ninety (90) working shifts. If a position of limited duration will extend beyond ninety (90) working shifts the position will be reposted.

If the temporary vacancy was created by a regular employee being absent due to illness, WCB, LTD or leave of absence, the absent employee, where practical will give two (2) weeks' notice of his return to work.

Vacancies of less than thirty (30) worked shifts need not be posted.

Temporary postings may be extended by mutual agreement between the Board and the Union.

When a regular employee fills a temporary position that employee will return to the original position when the temporary position is completed. If the original position no longer exists, he will exercise his seniority rights in accordance with Article 17- Layoffs and Recall – Clause 17.05 - Bumping.

#### 16.06 Regular Employees Given Preference

The parties agree that in all cases of regular postings or temporary postings, regular employees having the required skills will be given preference over temporary employees.

Notwithstanding the above, no more than two (2) regular employees shall change positions as a result of the first temporary vacancy being created. Any subsequent vacancies shall be filled by temporary employees unless the chain of postings is extended by mutual agreement.

#### 16.07 Education Assistants, Childcare Workers and Child and Youth Care Workers

It is agreed that Education Assistants, Childcare Workers and Child and Youth Care Workers will remain in the position they hold in September for the duration of the school year. Should an opening occur during the year, the vacancy will be posted and filled on a temporary basis and the successful applicant placed into the position in the following school year (September). If the hours in the new position exceeds one (1) hour or more per day of the hours presently being worked the transfers will be effective immediately.

#### 16.08 Letters of Assignment

- (a) Letters of Assignment will reflect the posted position for which the employee applied. It is understood that Education Assistants/Childcare Workers not posted to a specific student may be utilized to the best advantage within the school to which he was posted. In the event that this involves a change in assignment the Teaching Assistant/Childcare Worker will be consulted. In the event of a conflict between employee's preference of reassignments, seniority shall prevail in accordance with Clause 15.01 – Operation of Seniority.
- (b) Notwithstanding (a) the parties agree that the Board has the right to direct the employee to assist with other special needs students and/or special needs programs, while not required to work with their specific student or program.
- (c) The parties agree that this clause does not give the Board the right to change an employee's assignment in such a manner that they no longer have primary responsibility for the student they originally were assigned.
- (d) Notwithstanding the above, where the parties mutually agree that it is in the interest of the student and/or employee to change the primary responsibility or where the needs of the student change during the school year the provisions of (a) and (c) above will not prevail.

#### 16.09 Student Transfers

If a student transfers within the district, the Teaching Assistant/Childcare Worker/Child and Youth Care Worker assigned to that student will have the option to transfer with the student or exercise his seniority rights in accordance with Article 17 – Lay-offs and Recalls of this Agreement.

#### 16.10 Combining Positions

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.

#### 16.11 Dual Roles

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

#### 16.12 Two Posted Positions

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

An employee holding two posted positions will not exceed eight (8) hours worked within a twelve (12) hour period.

In the event of a reduction in hours of twelve percent (12%) or more or elimination of a job the employee will be allowed to bump if his primary position is affected. Primary position means the job with the most hours or either job if the hours are equal.

In the event that a secondary position (position of less than four (4) hours) is eliminated and this results in a reduction of twelve percent (12%) or more of the employee's total hours, the employee will be allowed to bump into other secondary positions, in accordance with Clause 15.01 – Operation of Seniority.

#### 16.13 Trial Period

The successful applicant shall be placed on trial for a period of thirty (30) shifts worked provided the new position involves a change of classification.

Conditional on satisfactory service, the employee shall be declared permanent after the period of thirty (30) shifts worked. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he shall be returned to his former position, wage or salary rate and without loss of seniority. Employees will be informed in writing as to why they were unsuccessful in the trial period. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his former position, wage or salary rate, without loss of seniority. If an employee's position no longer exists, the affected employee will be eligible to exercise his seniority rights in accordance with Article 17 – Lay-offs and Recalls.

#### 16.14 Enrolment in a Course to Obtain Necessary Qualifications

Consideration for promotion will be given to the senior applicant with other related experience who does not currently possess the required diploma, certification or courses, but is registered and/or enrolled in the required program or course and has completed seventy-five percent (75%) of the program or course at the time of the filling of the vacancy.

Such employee with other related experience will be given a period of up to eighty (80) shifts to obtain the required qualifications or certifications. If the required qualifications or certifications are not met within such time the employee will be returned to his former position. This period may be extended by mutual agreement.

An employee must provide evidence and supporting documentation on the job posting application of the current percentage of completion and how the diploma, certificates or courses will be completed within the eighty (80) shift period.

This clause shall not apply where certificates are mandatory for initial placement in the vacancy.

This clause is not intended to exclude current employees from having on the job training opportunities and does not apply when the training, program or course is of short duration (less than two (2) weeks).

#### 16.15 Kindergarten Runs

Will be considered as separate from the regular runs and will be bid on as they become available. When the regular driver is absent the Kindergarten portion of the run will be offered to the drivers who work less than six (6) hours according to seniority and availability. Each September regular drivers shall indicate in writing their intention to accept available kindergarten runs. A driver refusing to take a

run without good and sufficient cause on three (3) consecutive occasions will be removed from the list for the duration of that school year.

16.16 Custodian/Boiler Operators

Subject to Clause 15.01 - Operation of Seniority, where a vacancy occurs requiring a second shift Custodian/Boiler Operator, present employees shall be given the opportunity of obtaining a temporary permit to enable them to acquire the knowledge necessary to obtain the required heating certificate, providing the employee shall avail himself to the opportunity so afforded, and failing to do so, he shall forfeit his right to such position or vacancy.

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

16.17 Course 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 costs incurred during the duration of the course. When an exam connected with the course requires the employee to be absent from work for the day then the employee will be reimbursed for one day.

16.18 Notification of Qualifications

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

16.19 Accommodation

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.

## 16.20 Transfers

Employees may be transferred from one school to another, if such a transfer is considered expedient by the Board, for a period not in excess of sixty (60) days, and after consultation with the Union, and, if the transfer is to be of a permanent nature, subject to the provisions of Article 15 – Seniority.

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.

## 16.21 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 possible employees new to a position will be given an adequate period of familiarization. In any event Education Assistants with students having physical disabilities, chronic health impairments and /or autism will be given a minimum of one (1) shift with a qualified individual.

## **ARTICLE 17 – LAY-OFFS AND RECALLS**

### 17.01 No Lay-offs After September 30th

The Board commits that there will be no CUPE staff layoffs 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 within the same classification during the balance of the school year.

### 17.02 Reduction in Hours

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

- (a) accept the reduction and remain in the position
- (b) have the right to exercise his seniority to bump as per Clauses 17.04 – Lay-Off Order and 17.05 - Bumping.

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

### 17.03 Notice of Lay-Off

The Board shall notify employees who are to be laid off ten (10) working days prior to the effective date of lay-off. The ten (10) working day count will begin from the receipt of the lay-off notice accompanied by a current copy of the seniority list. If the employee has not had the opportunity to work ten (10) of the employee's regular working days, after receipt of lay-off notice, the employee shall be paid for the days for which work was not made available.

### 17.04 Lay-Off Order

- (a) 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 unit-wide-seniority within their classification.
- (b) Temporary employees will be laid off before regular employees and will not be allowed to bump regular employees.

#### 17.05 Bumping

- (a) Subject to Clause 15.01 – Operation of Seniority, regular employees, when lay-off occurs, will have the right to bump, bargaining-unit-wide, any employee with less seniority, providing they can adequately perform the job.
- (b) Temporary employees, if bumped, will have the right to bump, bargaining-unit-wide, any temporary employee with less seniority, provided they can adequately perform the job.
- (c) An employee who wishes to bump into a position outside any classification which they currently occupy must provide evidence of their ability to perform the duties of the job with their application to bump. (i.e. the necessary licences, course, etc.)
- (d) Any bumping rights contained in this Article must be exercised within five (5) working days of receiving notice of lay-off.

#### 17.06 Recall Procedures

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

#### 17.07 Recall Rights

Temporary or Casual Assignments

Regular employees on the recall list shall be given preference for all casual or temporary work, provided they can adequately perform the work available.

Accordingly, at the time of lay-off, an employee shall indicate, in writing, the classification in which the employee is qualified.

#### 17.08 Posting While on Recall

- (a) An employee on recall shall be deemed to have applied for any posted regular position in their former classification with the same or more hours of work. If the employee is the senior applicant then the employee shall be awarded the position (recalled to that posted position) and shall no longer be on recall.
- (b) An employee on the recall list shall have the right to refuse recalls in employment if the job is five (5) hours or less or outside their designated geographical area.

- (c) The employee will also have the right to refuse two (2) additional recalls to employment for unspecified reasons. If the employee rejects recall a third time for reasons other than above, then the employee will be deemed to have voluntarily resigned.

17.09 Union Executive

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

17.10 Benefits on Lay-off

The Board agrees to pay its portion of premiums for all employee benefit plans for regular employees laid off for a period of up to 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 payment where allowable.

A regular employee can elect to receive three percent (3%) of their gross earnings on all casual and temporary work in lieu of the continuation of employee benefits under this clause.

17.11 Grievance Procedure Regarding Lay-Offs

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

17.12 No New Employee

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

17.13 Definition of Lay-off

A lay-off shall be defined as an employer initiated reduction in the number of regular employees in the work force or a reduction of an employee's hours that would result in a twelve percent (12%) reduction of the employee's regular hours as of January 1, 1992. Employees in a regular position are not considered laid off during school break periods.

## **ARTICLE 18 – GENERAL PROVISIONS**

### 18.01 Tools

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

### 18.02 Clothing Allowance

- (a) Each regular bus driver and maintenance employee shall be provided with two pairs of coveralls. Coveralls, wherever needed, shall be made available in all areas. By mutual agreement, the type of material may be varied to suit particular circumstances. The Board will pay for the cleaning of coveralls once a week. Where required, clerical employees shall be provided with smocks or other protective clothing.
- (b) Education Assistant assigned to participate in the therapeutic recreation program (swimming) shall be provided with a bathing suit allowance of fifty (\$50.00) dollars annually.
- (c) Any employee who regularly performs maintenance duties be provided with a seventy-five (\$75.00) dollar Safety Boot Allowance each June. All employees provided with the Safety Boot Allowance are expected to purchase and wear the appropriate safety footwear.

### 18.03 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 notify their supervisor and the person assigning work.

### 18.04 Union Label

The recognized Union Label shall include the designation "C.U.P.E." at the employee's option, this designation may be placed on all stenography typed by a member of the Union. This designation shall be placed below the signatory initials on typewritten correspondence.

#### 18.05 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 lawful performance of their duties, including a duty imposed by any statute, provided that the Board is advised of the action against the employee at the earliest possible date. This indemnification shall include the paying of any sum required and any expenses incurred in the settlement of such action or proceeding.

The above does not provide a defense where:

- (a) an employee has, in relation to the conduct that is subject matter of the action, been found guilty of dishonesty, gross negligence, or malicious or wilful misconduct, or;
- (b) the cause of action is libel or slander.

#### 18.06 Professional Development

When a district-wide conference is approved by the Board an effort will be made to provide employees with a session relevant to their occupation.

It is hereby agreed between the parties that a Support Staff Professional Development Committee be established which includes representation from each work group. Professional Development training will be relevant to an individuals job classification.

## **ARTICLE 19 – SAFETY**

### 19.01 Definitions

- (a) WCB Regulation means the latest Occupational Health and Safety Regulation (BC Regulation 296/97 as amended by BC Regulation 185/99) and any subsequent amendments to the above Regulation.
- (b) Joint Site Safety Committee means Joint Site Occupation Health and Safety Committee or Worker Representative established at each school.
- (c) District Joint Occupational Health and Safety Committee means a District Joint Occupational Health and Safety Committee comprised of equal members of CUPE 1285, KCTU and the Board.

### 19.02 Statement of Intent

The Board and the Union agree to consult and cooperate with each other on issues related to health and safety.

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

Matters other than those described or variances of the above noted Regulation shall be by mutual agreement.

### 19.03 Safety Committees

Joint Site Safety Committees shall meet regularly as per Division 4 - Section 131 (2) of the Regulations. Duties and functions of the Joint Site Committee in relation to its workplace as per Division 4 - Section 130 (a) to (j). Minutes of the meetings are to be sent to the Manager of Risk Management/Custodial, the Board and the Executive of the Union, as well as to Committee members.

The function of the District Joint Occupational Health and Safety Committee in accordance with Section 126 of Part 3 of the WCB Regulation is to co-ordinate health and safety policy, procedure, program and training at the District level. Meetings to be held each quarter and more often if the members are in agreement of the need to meet more often.

### 19.04 Safety Training

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

19.05 Employee Participation

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

## **ARTICLE 20 - APPRENTICESHIPS**

### 20.01 Apprenticeship Training Program

The Board agrees to the implementation of an in-house Apprenticeship Training Program whereby all apprentices must enter into an agreement with the Board for the duration of the Program. Should the Board establish that a position(s) for an apprentice exists, the position shall be posted on all bulletin boards for a minimum of seven (7) days and the Board shall notify the Union in writing of the position(s) so that all members will be aware of such position(s).

### 20.02 Selection Committee

A selection committee comprising the Manager of Buildings and Grounds; Director of Human Resources and Secretary-Treasurer shall review all applications, interview applicants if necessary and shall make a decision taking into consideration criteria such as the applicant's education, qualifications, work record and experience. Apprentices shall receive rates of pay in accordance with "Schedule A" and shall receive these rates while attending school.

### 20.03 Lay-offs

All employees selected for apprenticeship training shall be protected in the case of lay-offs except when a reduction in the work force in his trade to which he is indentured occurs.

### 20.04 Seniority Accrual

Present employees having established seniority with the Board prior to becoming an apprentice shall continue to accrue seniority for the duration of the Program save and except for lay-off and bumping rights which shall be suspended.

### 20.05 Suspended Seniority Rights

Present employees as above after successfully completing his apprenticeship and being hired as a journeyman, will be credited with all previously suspended seniority rights.

20.06 Non Completion/Non Hire

Should an employee as described above not complete, or is not hired as a journeyman on completion of the Program, he shall be offered an opportunity to bid into the position held by the most junior employee with the Board, provided he possess the requisite seniority and required qualifications of the job. This employee shall not then be eligible to bid on any posting with the Board until a period of three (3) months has elapsed.

20.07 New Employee

A new employee other than those employees described in this Article, who is hired by the Board as an apprentice shall accumulate seniority during their apprenticeship except for the provisions of lay-off and bumping rights which shall be suspended. Should this employee not complete or not be hired as a journeyman, he shall not be eligible to be offered the opportunity to bid into a position held by the most junior employee applicable to those employees as described in Clause 20.06, however, should this employee complete his apprenticeship and be hired as Journeyman, he will be credited with all previously suspended seniority rights.

20.08 Board Discretion

Upon the completion of the apprenticeship training program, permanent employment as a Journeyman shall be entirely a matter for the discretion of the Board. Notice of the Board's intent to offer permanent employment shall be given to the employee within two (2) weeks following the completion of the Indenture Period.

20.09 Apprentice Rates 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.

## **ARTICLE 21 - LABOUR-MANAGEMENT COMMITTEE**

### 21.01 Labour-Management Committee

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

### 21.02 Function of Labour-Management Committee

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.

### 21.03 Committee Meetings

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

### 21.04 Employee Attendance

Employees will not suffer a loss of pay or benefits 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 22 - TECHNOLOGICAL CHANGE**

### 22.01 Definition

A change which through the introduction of equipment, materials or processes results in the redundancy or substantially alters the nature of the work of one or more regular employees.

### 22.02 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 Board 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.

### 22.03 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.

### 22.04 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 his actual rate of pay.

22.05 Transfer Arrangements

An employee who is displaced from their job as a result of technological change shall be given an opportunity to fill any vacancy for 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 displace employees with less seniority in accordance with Article 17 – Lay-Offs and Recalls.

22.06 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 Board 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 no reduction in pay upon being reclassified in the new position.

22.07 Additional Training

If additional training time is required beyond the ninety (90) days provided for in Clause 22.06 – 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.

22.08 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.

22.09 Training Programs

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.

22.10 No New Employees

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

#### 22.11 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.

If the parties are unable to agree on the classification or rate of pay for the job in question, the issue shall be resolved in accordance with Article 9 – Wages/Reclassification and Matters Incidental Thereto.

#### 22.12 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 with the Board.

## **ARTICLE 23 - DISCIPLINE, DISMISSAL and RESIGNATIONS**

### 23.01 Dismissal for 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.

### 23.02 Notice of Termination

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.

### 23.03 Resignations

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.

### 23.04 Representation

- (a) 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 Recording Secretary of the Union. The employee will be accompanied by the Shop Steward.
- (b) If during a discussion with a supervisor an employee feels he requires representation because of possible disciplinary consequences, he shall be allowed upon request to have a Shop Steward or Area Representative present.

### 23.05 Records of Offence

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

## **ARTICLE 24 - GRIEVANCE PROCEDURE**

### 24.01 Grievance Procedure

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 ten (10) working days 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 ten (10) working days 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 ten (10) working days of being requested to so meet.

#### Stage 4

Failing a satisfactory settlement within ten (10) working days after the dispute was submitted under Stage 3, the Union may, on giving ten (10) working days notice in writing to the Board of their intention, refer the dispute to a Board of Arbitration.

### 24.02 Time Lines for Filing

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.

24.03 Grievances of the Board

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) working days of the submission, the Board may, upon giving five (5) working days notice in writing to the Union of their intention, refer the dispute to the Board of Arbitration instituted in accordance with this Article.

24.04 In Writing

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

24.05 Policy Grievances

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

24.06 Timelines

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 24.01 of Article 24 – Grievance Procedure. The time limitations set out in Article 24 – Grievance Procedure may be extended by mutual agreement of the parties.

## **ARTICLE 25 - ARBITRATION**

### 25.01 Consensual Mediation-Arbitration

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

### 25.02 Single 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) working days of the date of receipt of the request and for those five (5) working days from that date, time does not run in respect of the grievance procedure.

### 25.03 Jurisdiction of the Arbitrator

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.

### 25.04 Settling Disputes

Except where specifically provided otherwise by statute, the parties agree to abide by the provisions of Article 24 – Grievance Procedure and Article 25 - 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 services, and the Board shall not lock out the employees.

25.05 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.

25.06 Witnesses/Access to 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.

25.07 Timelines

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 24.01 The time limitations set out in Article 25 – Arbitration may be extended by mutual agreement of the parties.

## **ARTICLE 26 - TERM OF AGREEMENT**

### 26.01 Term

This Agreement shall remain in effect commencing July 1, 2003 through the period ending June 30, 2006.

### 26.02 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.

### 26.03 Agreement to Continue in Force

In the event that a new Collective Agreement is not in place by the expiry date, the terms of this Agreement are deemed to remain in effect until:

- (a) a new Agreement has been negotiated, or
- (b) the right of the Union to represent the employees in the bargaining unit has been terminated, whichever occurs first

### 26.04 Retroactivity

If negotiations extend beyond the termination of the Agreement, any revisions negotiated will come into effect at the date of ratification unless otherwise specified.

### 26.05 Changes in Agreement

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

IN WITNESS THEREOF the parties have executed this Agreement under Seal, this \_\_\_\_\_ of \_\_\_\_\_, 2005.

FOR THE BOARD:

FOR THE UNION:

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**SCHEDULE "A"**  
**WAGES**

CLASSIFICATION	July 1, 2003 - June 30, 2005	July 1, 2005
Meals Program Assistant	\$15.34	<b>WAGE RE-OPENER</b>
Meals Program Operator	\$18.18	
Custodian	\$19.27	
General Maintenance	\$19.40	
Custodian Boiler Operator	\$19.86	
Library Assistant	\$19.86	
Administrative Assistant - Student Data	\$20.52	
Office Assistant - Board Office	\$20.52	
Office Assistant - Career Preparation	\$20.52	
Office Assistant - Schools	\$20.52	
Repairman	\$20.52	
Groundsmen	\$20.52	
Library Technician	\$20.52	
Aboriginal Support Worker	\$20.77	
Meals Program Co-ordinator	\$20.77	
Education Assistant	\$20.77	
Child Care Worker (K-7)	\$20.77	
Visual Language Interpreter	\$20.77	
Aboriginal Cultural Program Coordinator	\$21.73	
Tradesman 1st Class	\$21.43	
Bus Driver	\$21.73	
Custodian Boiler Operator - Class A	\$21.73	
Child/Youth Care Worker - (Grades 8 - 12)	\$21.73	
Administrative Assistant - Schools	\$21.73	
Administrative Assistant - Maintenance	\$21.73	
Senior Alternate Program Assistant	\$21.73	
Accounts Payable	\$21.81	
Administrative Assistant - District Support and Data	\$21.98	
Payroll Clerk	\$23.45	
Information Systems Technologist	\$25.78	
Journeyman Tradesman	\$25.78	

## **NOTES ON SCHEDULE "A" - WAGES**

1. Custodian in charge of a one-man school shall receive twenty-one cents (.21) per hour in addition to his regular rate of pay.
2. A Chief Custodian must be designated, in writing, by the Manager of Custodial/Risk Management or his Designate, and is responsible for the overall cleanliness of the school.
3. Chief Custodian shall receive twenty-one cents (.21) per hour and nine cents (.09) per hour for each custodian in the facility.
4. A leadhand must be designated by the Maintenance Supervisor or his Assistant and is responsible for supervising other employees.
5. A Leadhand shall receive not less than ten percent (10%) above the highest rate classification under their supervision.
6. The Board will recognize Trades Qualifications as Journeymen and pay Journey rates.
7. Any employee, with the exception of co-ordinators, who have been requested in writing to act as a trainer will be paid ten (10%) percent per hour over and above his regular rate while doing the training including any preparation time as approved.
8. The Memorandum of Agreement Re: pay Equity, signed February 17, 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.
9. Apprentice rates are as per Clause 20.09 – Rate of Pay and Schedule "A".



4. **School Holidays (excluding Pro D Day)**

All employees - 07:00 - 15:30 (includes one half (½) hour lunch break)

Board Office custodian will continue to work the regular assigned PM shift.

5. **Clerical, Education Assistant, Child Care Worker, Child/Youth Care Worker and Cafeteria**

Day Shift - between 07:00 – 16:00

6. **Coffee Breaks**

An employee whose shift is four (4) hours or more per day but less than six and one half (6 1/2) is entitled to one (1) fifteen (15) minute paid coffee break. An employee whose shift is six and one half hours (6 1/2) hours or greater is entitled to two (2) fifteen (15) minute paid breaks, one (1) in each half of the shift. No employee will be expected to perform the duties of his job while on one break, except in the case of an emergency.

7. **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. Custodians who are scheduled for five (5) hours or more are entitled to a paid lunch break of thirty (30) minutes.

8. **Exclusions**

The hours of work schedule can be varied by mutual agreement. The parties agree that the exceptions at the time of ratification will continue during the duration of this collective agreement.

## **SCHEDULE "C"**

Employees shall be classified as follows:

1. **Meals Program Assistant**

An employee in this classification is engaged in a variety of food services tasks in the school meals program or cafeteria programs.

2. **Meals Program Operator**

An employee in this classification is engaged in a variety of food services tasks in the school meals program or cafeteria programs.

3. **Meals Program Coordinator**

An employee in this classification is engaged in the coordination of food services tasks in the school meals program or cafeteria programs.

4. **Library Assistant**

An employee in this classification processes and circulates resources, takes inventory, performs clerical duties and monitors students.

5. **Office Assistant – Board Office**

An employee in this classification performs a variety of clerical/receptionist tasks including operating central call-out.

6. **Office Assistant – Career Preparation**

An employee in this classification performs a variety of administrative and clerical duties in support of Career Education/Preparation programs.

7. **Office Assistant – Schools**

An employee in this classification performs a variety of clerical and/or reception tasks.

8. **Administrative Assistant – Student Data**

An employee in this classification performs a variety of administrative and clerical duties, including maintaining records on a variety of databases, and provides general office administrative assistance.

9. **Administrative Assistant – Schools**

An employee in this classification is responsible for the operation of a school office. This includes performing a variety of administrative, financial and clerical duties.

10. **Administrative Assistant – Maintenance**

An employee in this classification is responsible for the operation of the maintenance office. This includes performing a variety of administrative, clerical and reception duties and the dispatching of employee replacements.

11. **Administrative Assistant – District Support & Data**

An employee in this classification supports Education and Support services; this employee functions at the district level, and organizes collection, storage and retrieval systems for a wide range of educational data.

12. **Accounts Payable**

An employee in this classification performs a variety of accounting and clerical tasks.

13. **Payroll**

An employee in this classification prepares and processes payrolls, maintains payroll records, prepares a variety of reports and responds to inquiries.

14. **Child Care Worker (K-7)**

An employee in this classification provides support services to students at the elementary level who experience behaviour, social/emotional, or mental health problems.

15. **Child/Youth Care Worker (grades 8-12)**

An employee in this classification provides support and life skills training to students at the secondary level who experience behaviour, social/emotional, or mental health problems.

16. **Education Assistant**

An employee in this classification provides a broad range of support services to students with special educational needs either in groups or individually.

17. **Senior Alternate Program Assistant**

An employee in this classification provides assistance to teachers and students within a computer managed learning environment.

18. **Visual Language Interpreter**

An employee in this classification is expected to possess the knowledge and ability to translate and interpret, in Sign language, the language complexities of the classroom(s) at a level consistent with the student(s) cognitive and academic needs.

Incumbents will be required to provide technical, manual and/or hands on support to students and teachers while organizing and participating in instruction for hearing impaired student(s). Work is varied in that it could involve working with students and/or teachers as either part of a classroom team or providing District support in their area of expertise.

19. **Aboriginal Support Worker**

An employee in this classification, in partnership with Aboriginal families, will assist Aboriginal students to successfully participate in school. They will assist with bridging cultural differences and supporting behavioural and academic excellence within a cultural framework.

20. **Aboriginal Cultural Program Coordinator**

An employee in this classification coordinates the development and arranges the implementation of aboriginal educational cultural programs.

21. **Custodian**

An employee in this classification provides custodial services, individually or as a member of a crew, and performs minor maintenance tasks in accordance with established district standards and procedures.

22. **Bus Driver**

An employee in this classification is engaged in transporting students.

23. **General Maintenance**

An employee in this classification is engaged in general maintenance of district buildings and grounds.

24. **Groundsman**

An employee in this classification is engaged in the repair and maintenance of all district grounds and grounds equipment.

25. **Information Systems Technologist**

An employee who designs, implements and supports district information systems

26. **Repairman**

An employee in this classification is engaged in the repair and maintenance of district vehicles, buildings and grounds under the guidance of the appropriate journeyman.

27. **Carpenter**

An employee in this classification is engaged in construction, maintenance and repairs of all district buildings, equipment and furniture.

28. **Electrician**

An employee in this classification is engaged in electrical installations, repairs and maintenance of district buildings and equipment.

29. **Plumber/Gasfitter**

An employee in this classification is engaged in the construction, repairs and maintenance of district plumbing, heating and air conditioning (HVAC) systems.

30. **Automotive Mechanic**

An employee in this classification is engaged in the repair and maintenance of all district vehicles and equipment.

31. **Millwright**

An employee in this classification is engaged in fabricating, repairing and maintaining district equipment using a variety of trade skills.

32. **Painter**

An employee in this classification is engaged in painting and finishing of district buildings, equipment and furniture.

## APPENDIX "A"

### "A" TRIPS

**Definition:** A trip that originates during the week (Monday to Friday), scheduled to be eight (8) hours or more; or any trip originating on Saturday, Sunday or a Statutory Holiday.

**Eligibility:** (i) Regular full and part-time drivers  
(ii) Temporary status drivers (as of date of ratification)

**Trip Board:** Established each September. Starting with the senior driver.

**Payment:** Monday-Friday:  
Driver's posted shift or actual driving time, whichever is greater. Drivers who do not hold a posted position will receive a minimum of four (4) hours or actual driving time, whichever is greater.

Saturday/Sunday/Statutory Holiday:  
Minimum of four (4) hours per day or actual driving time, whichever is the greater.

All time is at straight time inclusive of waiting time, lunch time, fueling, and sweeping. When a trip ends after midnight, a minimum of two (2) hours or actual driving time, will be paid, whichever is the greater.

### Meal

**Allowance:** For eight (8) or more hours the daily per diem of forty dollars (\$40.00) is paid.

For a complete four (4) hour run the following will apply:

Breakfast	24:00 – 12:00	\$ 8.00	}	
Lunch	12:01 – 18:00	\$12.00	}	\$40.00
Dinner	18:01 – 23:59	\$20.00	}	

### Room

**Provision:** For overnight trips, the Board shall provide suitable accommodations for the driver which, if possible, will be in the same Hotel/Motel as the passengers but not in close proximity to the passengers.

### Limit to

**Supervision:** A driver will not supervise students over and above the normal supervision while performing the duties of his job.

**Emergency:** In the event that no bus driver is available, the Board may employ other C.U.P.E. members holding a valid Class 2 or Class 4 licence. Such qualified persons must participate in training procedures, as determined by the Board. A list of qualified members shall be submitted to the Board by the Union each September.

**Cancellation:** If a trip is cancelled the same day it was scheduled to take place, the driver will be assigned a minimum of two (2) hours work.

- General:**
- (i) New appointees and/or replacement will automatically be added to the list of drivers.
  - (ii) If a driver refuses a trip, his name will go to the bottom of the Trip Board.
  - (iii) All trips are on a rotational basis.
  - (iv) All trips will be posted one (1) week in advance of the departure date whenever possible.
  - (v) Every effort will be made to provide the driver(s) with an itinerary at least three (3) days in advance of the departure of the trip. This itinerary will include the latest possible return time.
  - (vi) Drivers travelling under hazardous road conditions will be assigned a vehicle provided with emergency communication devices.
  - (vii) Board funded curricular/extra-curricular trips, will be allocated to qualified C.U.P.E. drivers.
  - (viii) If a trip is cancelled within forty-eight (48) hours of departure, the driver will have the option to bump another assigned trip, or to accept the next available trip.

## APPENDIX "A"

### "B" TRIPS

**Definition:** A trip that takes place between Monday-Friday and is less than eight (8) hours.

**Eligibility:** "B" Trips are assigned at the discretion of the Manager of Transportation or designate and are generally based on the availability of drivers as well as departure time of busses. All attempts will be made to use regular drivers upon completion of their regular assigned duties.

**Payment:** From time of departure to arrival at Bus Garage including fuelling and sweeping the bus. All time is at straight time inclusive of waiting and lunch time.

Minimum of two (2) hours for return trips that start before or conclude after school hours. If it exceeds eight (8) hours – "A" Trip allocations apply.

#### **Emergency**

**Drivers:** Would include the Groundsman or Mechanics only in the event that no Bus Driver is available.

**Cancellation:** If a temporary or casual employee has reported for work prior to the cancellation of the trip, two (2) hours work will be assigned.

#### **Limit to**

**Supervision:** A driver will not supervise students over and above the normal supervision while performing the duties of his job.

## **APPENDIX "B" - CALL-OUT PROCEDURE**

1. Call-out list is established from qualified candidates by Management every September. Substitutes will indicate to the Board in which geographical areas they will be available.

### Notification of Availability

Any employee not available for call-out for any period of time in excess of five (5) working days will notify the Board of the day(s) they will not be available. If they are not able to specify the period of absence, they will be required to notify the Board of their availability upon return.

2. (a) For Education Assistant Substitutes only

A minimum of three candidates included in the call-out list will receive special training by the Public Health Nurse or other qualified person(s) to administer procedures for medically fragile students. These candidates are selected on the basis of interest, length of service, experience and qualifications.

- (b) Once an employee becomes a regular employee and his name is removed from the call-out list, a replacement will be trained in order to have a least two (2) available substitutes to administer procedures to the medically fragile students.
- (c) Substitutes who have received the special training will be called in order of the most days worked from this particular group. This could mean that they will bypass another sub with more seniority who has not received the special training.

3. Substitutes are called in the following order:

1. Laid-off employees as per Article 17 - Lay-Offs and Recall.
2. Regular part-time employees who can add additional hours to part time hours.
3. Temporaries in order of seniority date.
4. Casuals who have completed between thirty to fifty -nine (30-59) shifts.
5. Casuals who have completed between one to twenty-nine (1-29) shifts on a rotational basis.

4. Substitutes are called by the immediate supervisor(s) or designate. A record will be kept of the date and time of each call.

5. If a substitute does not answer the call, the next sub on the list will be called until one has been reached and agrees to substitute.
6. A substitute refusing to take on a work assignment without good and sufficient cause
  - (a) on three (3) consecutive occasions; or
  - (b) five (5) calls within a school year,

will be removed from the list. It is therefore in the best interest of the sub to make himself available for work.
7. If the Supervisor is not satisfied with the substitutes' work or work habits within the first fifty-nine (59) days, the sub will be notified in writing and he will be dropped from the list.
8. Once a sub has accepted a job assignment, he will remain in that assignment regardless of the daily hours for the remainder of the week.
9. The first person eligible to be called out will, whenever possible, have the opportunity to work the most hours available. Eligibility is defined in #3.

**CALL OUT TIME LINES**

	<u>Call In By</u>	<u>Call Out By</u>
i. Clerical, Education Support Staff and Cafeteria Workers	Regular 11:00 a.m. - 11:30 a.m.	1:00 p.m. - 2:00 p.m.
	Emergency 7:00 a.m. - 7:30 a.m.	7:30 a.m. - 8:00 a.m.
ii. Custodian	Regular 10:00 a.m. - 10:30 a.m.	11:00 a.m. - 11:30 a.m.
	Emergency 2:00 p.m. - 2:30 p.m.	3:00 p.m. - 3:30 p.m.
iii. Drivers	Regular by: 3:00 p.m.	3:00 p.m. - 3:30 p.m.
	Emergency by: 6:00 a.m.	6:00 a.m. - 6:30 a.m.

Amended and Renewed Negotiations 2000

## APPENDIX "C" VOLUNTEERS

Excerpts from the School Act:

### Parent volunteers

7.1 Subject to this Act, the regulations and any rules of a board, a parent of a student may provide volunteer services at or for a school.

### Board use of volunteers

- 26.1 (1) A board must not use a volunteer to provide services that would result in the displacement of an employee.
- (2) A provision of a collective agreement between a board and employees, including a teachers' collective agreement, that limits the use of volunteers in a manner other than as is described in subsection (1) is void.

**APPENDIX "D"**  
**MATERNITY/PARENTAL LEAVE**

Excerpts from Employment Standards Act:

SECTION 50

Pregnancy Leave

- 1) A pregnant employee who requests leave under this section is entitled to up to seventeen (17) weeks of unpaid leave.
  - a) beginning
    - i) no earlier than eleven (11) weeks before the expected birth date, and
    - ii) no later than the actual birth date, and
  - b) ending
    - i) no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and
    - ii) no later than seventeen (17) weeks after the actual birth date.
- 2) An employee who requests leave under this article after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of birth or the termination of the pregnancy.
- 3) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to work when her leave ends under subsection (1) or (2).
- 4) A request for leave must
  - a) be given in writing to the employer.
  - b) If the request is made during the pregnancy, be given to the employer at least four (4) weeks before the day the employee proposes to begin leave, and
  - c) If required by the employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy

terminated or stating the reasons for requesting additional leave under subsection (3).

- 5) A request for a shorter period under subsection (1) (b) (i) must
  - a) be given in writing to the employer at least one week before the date the employee proposes to return to work, and
  - b) if required by the employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work

## SECTION 51

### Parental Leave

- 1) An employee who requests parental leave under this section is entitled to,
  - a) For a birth mother who takes leave under section 50 in relation to the birth of a child or children with respect to whom the parental leave is to be taken, up to thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave take under section 50 unless the employer and employee agree otherwise.
  - b) For a birth mother who does not take leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event,
  - c) For a birth father, up to thirty-seven (37) consecutive weeks of unpaid leave beginning within fifty-two (52) weeks after that event, and
  - d) For an adopting parent, up to thirty-seven (37) consecutive weeks beginning after the child's birth and within fifty-two (52) weeks after the child is placed with the parent.
- 2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1).

- 3) A request for leave must
  - a) be given in writing to the employer,
  - b) if the request is for leave under subsection (1) (a) (b) or (c), be given to the employer at least four (4) weeks before the employee proposes to begin leave, and
  - c) if required by the employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement leave.
- 4) An employee's combined entitlement to leave under section 50 and this section is limited to fifty-two (52) weeks plus any additional leave the employee is entitled to under section 50 (3) or subsection (2) of this section.

## LETTERS OF UNDERSTANDING

Effective July 1, 2003, current Letters of Understanding will no longer be renumbered when expired Letters of Understanding are not renewed. The following is an historical listing of all Letters of Understanding:

**#1 RE: Retention of Benefits**

**#2 RE: Discretionary Days**

**#3 RE: Provincial Athletic Championship Trips**

**#4 RE: Bus Routes**

#5 RE: Hours of Work - Clerical (Deleted 2005)

**#6 RE: Safety**

#7 RE: Joint Request to the Municipal Pension Board and the BC Pension Corporation (Referred to Labour Management 2005)

#8 RE: Work Load Review (Referred to Labour Management 2005)

**#9 RE: Minimum Hours**

#10 RE: Coordinator Selection Process (Deleted 2005)

**#11 RE: Regular Postings of Employees on Long Term Sick Leave**

#12 RE: JEIS Letter (Deleted 2005)

#13 RE: Chris De Ferro (Deleted 2005)

**#14 RE: Self -funded Leave**

**#15 RE: Article 17 - Layoffs and Recalls, Clarification Process (New 2005)**

**#16 RE: Benefits (New 2005)**

**#17 RE: Public Education Benefits Trust - Long Term Disability/Sick Leave Usage (New 2005)**

**#18 RE: Summer Work (New 2005)**

**#19 RE: Capital Projects Over \$50,000 (New 2005)**

Note: Only letters appearing in bold are currently active.

**LETTER OF UNDERSTANDING #1**

**Between**

**C.U.P.E. LOCAL 1285**

**And**

**THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 20 (Kootenay-Columbia)**

**RE: Retention of Benefits**

It is hereby agreed between the two parties that the clerical employees in the former School District No. 9 (Castlegar) on staff as of January 1, 1981 will continue to receive the following benefits:

Sick Leave – 1  $\frac{3}{4}$  days per month; accumulation 180 days.

Compassionate Leave – Serious illness – immediate family. Up to 6 days per year.

Compassionate Leave – Death in Immediate family. Up to 6 days per year.

Names of Employees:

JOLLIMORE, Darlene  
MAKORTOFF, Elaine  
WISHLOFF, Chris

HADIKIN, Kathy  
NACCARATO, Marie

Amended and Renewed Negotiations 2004

**LETTER OF UNDERSTANDING #2**

**Between**

**C.U.P.E. LOCAL 1285**

**And**

**THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 20 (KOOTENAY-COLUMBIA)**

**RE: Discretionary Days**

It is hereby agreed between the two parties that the clerical employees in the former School District No. 9 (Castlegar) on staff as of January 1, 1981 will continue to receive the following benefits:

Discretionary Day – One day per year (non-accumulative)

Names of Employees:

JOLLIMORE, Darlene  
MAKORTOFF, Elaine  
NACCARATO, Marie

HADIKIN, Kathy  
WISHLOFF, Chris

Amended and Renewed Negotiations 2004

**LETTER OF UNDERSTANDING #3**

**Between**

**C.U.P.E. LOCAL 1285**

**And**

**THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 20 (KOOTENAY-COLUMBIA)**

**RE: Provincial Athletic Championship Trips**

It is hereby agreed between the two parties that Provincial Athletic Championship trips may be driven by non-bargaining unit members provided:

1. The trip is for the purpose of a Provincial Athletic Championship.
2. The trip will be in excess of three (3) days or seventy-two (72) hours.
3. The trip requires travel in excess of one hundred and fifty kilometres (150 km) one way.

Subject to the mutual agreement it is agreed that self funded trips in School District vehicles may be driven by non-bargaining unit member.

Renewed Negotiations 2004

**LETTER OF UNDERSTANDING #4**

**Between**

**C.U.P.E. LOCAL 1285**

**And**

**THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 20 (KOOTENAY-COLUMBIA)**

**RE: Bus Routes**

It is hereby agreed between the parties that Route No. 11, 20 and 21 include the hours required for the regularly scheduled therapeutic recreation.

Renewed Negotiations 2004

**LETTER OF UNDERSTANDING #6**

**Between**

**C.U.P.E. LOCAL 1285**

**And**

**THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 20 (Kootenay-Columbia)**

**RE: Safety**

It is hereby agreed that all language of the current Article 19 – Safety; the Union and the Board’s proposals; and the language required by the changes to the Workers’ Compensation Board Act will be referred to a joint committee comprised of two (2) Board representatives and two (2) Union representatives.

The joint committee will re-write Article 19 – Safety, to be in compliance with the WCB, providing no less than the current coverage in the Agreement. The time limit for this joint committee will be October 1, 2005.

The joint committee may call upon resource persons to assist.

Once the joint committee has reached an agreement, the revised Article will be referred back to the Board and the Union for ratification.

If the joint committee is unable to reach an agreement, the matter will be referred to the Labour Management Committee.

Amended and renewed Negotiations 2004

**LETTER OF UNDERSTANDING #9**

**between**

**C.U.P.E. LOCAL 1285**

**and**

**THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 20 (KOOTENAY COLUMBIA)**

**RE: Minimum Hours**

Minimum of four (4) hour positions

It is agreed that the Board will establish positions as follows:

- As part-time, regular positions become vacant, or new positions created, the Board and the Union will meet to determine if that position can be combined with another position to create a combined position that would be as close to full time hours as possible.
- 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.
- No employee will be scheduled to work less than four (4) hours per day.

Amended and renewed Negotiations 2004

**LETTER OF UNDERSTANDING #11**

**Between**

**C.U.P.E. LOCAL 1285**

**And**

**THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 20 (KOOTENAY-COLUMBIA)**

**RE: Postings Resulting from Employees on Long-Term Leave**

When a temporary employee posts into a temporary vacancy created by an absence for long term disability (LTD) longer than six (6) months, he will be entitled to benefits for the remainder of the vacancy.

Amended and renewed Negotiations 2004

## LETTER OF UNDERSTANDING #14

Between

C.U.P.E. LOCAL 1285

And

**THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 20 (KOOTENAY-COLUMBIA)**

### **RE: Self-funded Leave**

Employees may apply to the Director of Human Resources for a self-funded leave. This means that the employee will apply to have a portion of this income deferred for a specified period of time and will then take a leave of absence during which he will be paid the wages which he has deferred earlier. When the employee returns from leave, he will return to his previous assignment. Should that assignment no longer exist he would exercise his bumping rights under the collective agreement.

Leaves shall be a minimum of five (5) months and will commence in September or other natural school break (e.g., Semester break). These leaves will conclude in June or at a natural school break.

If such leave is granted a detailed application will be made to the Secretary-Treasurer's Office.

Renewed Negotiations 2004

**LETTER OF UNDERSTANDING#15**

**between**

**SCHOOL DISTRICT #20 (KOOTENAY COLUMBIA)**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 1285**

**RE: Article 17 – Lay-Offs and Recall, Clarification Process**

Whereas both parties recognize that all job descriptions have the phrase "or an equivalent combination of education, training or experience" included in the required abilities and qualifications section, the following procedure explains how an employee bumps or posts outside his current classification.

1. If the employee has the required paper certification this certification must be on file with the district prior to the end of the posting or bumping period. This language does not supersede Clause 16.14 where employees being seventy-five percent (75%) complete in a program or course will also be given consideration to bump or bid into a position.
2. The required abilities and qualifications must be demonstrated. Those employees wishing to post or bump into these positions must meet with the Director of Human Resources or designate prior to being considered for these positions. At this meeting the employee must be able to demonstrate that they have the required abilities as listed in the job description. This may take the form of providing written support of abilities. (e.g. Grades in high school or college), an interview, a written test or a demonstration of skills (e.g. Computer skills).
3. If an employee feels that they have an equivalent combination of education, training and/or experience for the position he must meet with the Director of Human Resources or designate prior to posting or bumping into a position in order to satisfy the employer that they have equivalent qualifications.
4. In the event that the employer does not agree that the employee's qualifications are equivalent then the employee can grieve the decision of the Employer.

.../2

5. In the event that, during the initial performance of the employee (before twenty (20) shifts) there is evidence that the employee may not be able to adequately perform the duties of their new position a formal review must commence immediately. The review requires written notification to the employee and the union; include the reasons for the review and what would constitute an adequate performance level.
6. As per clause 16.13 (Trial Period) conditional on satisfactory service, the employee shall be declared qualified for that classification after the period of thirty (30) shifts worked. If the employee is unsuccessful he will be informed in writing as to why he was unsuccessful and will be returned to their former position. In the event the position no longer exists he will be eligible to exercise his seniority rights according to Article 17 – Layoffs and Recalls.

New Negotiations 2004

**LETTER OF UNDERSTANDING#16**

**between**

**SCHOOL DISTRICT #20 (KOOTENAY COLUMBIA)**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 1285**

**RE: Benefits**

The Union and the Employer agree to form a committee consisting of three (3) members each to review the present benefit provisions. Should there be any savings resulting from a change in benefits, a portion of these savings shall be the subject of negotiations for a possible wage re-opener effective July 1, 2005.

If an agreement is reached by the parties regarding the application of such savings, any wage increase with respect to a wage re-opener shall be subject to the PSEC mandate for the K-12 support staff in effect at July 1, 2005 and must be approved by the BCPSEA prior to implementation. Upon approval, the agreement shall be outlined in a letter of understanding and shall be considered to form part of the collective agreement.

The Parties further agree that the committee shall complete its work by June 30, 2005.

New Negotiations 2004

**LETTER OF UNDERSTANDING#17**

**between**

**SCHOOL DISTRICT #20 (KOOTENAY COLUMBIA)**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 1285**

**RE: Public Education Benefits Trust – Long Term Disability/Sick Leave Usage**

It is agreed that employees will have access to their sick leave bank up to the end of the one hundred and twenty (120) calendar day qualifying period for long term disability through the Public Education Benefits Trust. Upon qualifying for long term disability the employee will cease using sick leave. Any days remaining in his bank will be retained by the employee for future use should he return to work or should he not qualify for long term disability. The employee upon retirement or severance will be paid out any remaining sick leave as per Article 13.05.

New Negotiations 2004

**LETTER OF UNDERSTANDING #18**

**Between**

**C.U.P.E. LOCAL 1285**

**And**

**THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 20 (KOOTENAY-COLUMBIA)**

**RE: Summer Work**

The Parties agree to meet to develop a process for the allocation of summer work for ten (10) and eleven (11) month, temporary and casual employees. It is agreed that the time line to report out is May 1, 2005.

New Negotiations 2004

**LETTER OF UNDERSTANDING#19**

**between**

**SCHOOL DISTRICT #20 (KOOTENAY COLUMBIA)**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 1285**

**RE: Capital Projects Over \$50,000**

The Parties agree that the Board continues as per the existing practice to have the right to tender capital projects over \$50,000. The Union and the Board will meet to discuss the feasibility of keeping the work in-house prior to each tender.

New Negotiations 2004