

Collective Agreement

January 1, 1995 - December 31, 1997

SOURCE	Union		
EFF.	95	01	01
TERM.	97	12	31
No. OF EMPLOYEES	185		
NOMBRE D'EMPLOYÉS	88		

COLLECTIVE AGREEMENT

between

THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 85
(VANCOUVER ISLAND NORTH)

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2045

January 1, 1995 - December 31, 1997

School District 85

CUPE Local 2045

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THIS AGREEMENT made and entered into this 18th day of June, 1997

between

THE BOARD OF TRUSTEES OF SCHOOL DISTRICT NO .85
(VANCOUVER ISLAND NORTH)

(hereinafter referred to as the "Board")

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2045

Representing those employees who are affected by this Agreement

(hereinafter referred to as the "Union")

WHEREAS it is the responsibility of both parties to this Agreement to promote the effective and efficient operation of the School District, recognizing meanwhile the parties' responsibilities and obligations to each other;

AND WHEREAS as both parties desire to maintain a harmonious relationship between the Board and the employees, they have provided herein for all matters of mutual interest;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties agree each with the other as follows:

1. DEFINITIONS

1.01 Regular Full-Time Employee

A regular full-time employee shall be defined as an employee who works the full hours per day according to the hours as shown in Articles 18.01 and 18.03 who has completed the probationary period.

A regular part-time employee shall be defined as an employee who works less than full hours as outlined in Article 18.01 and 18.03 who has completed the probationary period.

1.02 Seasonal Employee

A regular employee employed for a period of less than ten (10) months per year who has completed the probationary period.

1.03 Temporary Employee

A temporary employee shall be defined as an employee who:

- (a) is employed to relieve an absent employee;
- (b) is employed to augment the regular staff on a day-to-day basis;
- (c) is employed on a special project of a limited duration.

In the event a temporary employee is employed in accordance with Article 1.03 (b) or (c), such employment shall not exceed three (3) months unless the period is extended by mutual consent of the parties.

An employee employed pursuant to Article 1.03 (a) for a period of ten (10) months or longer shall have the option to participate in “employee benefits” for regular employees (Article 28) or to receive 6% in lieu as set out in Article 28.06.

1.04 Promotion

Shall be defined as an advancement of an employee to a higher paid classification, such advancement shall be as a result of an application for a posted vacancy.

1.05 Transfer

Shall be defined as a movement from one position to another position with the same or lower paid classification or from one location to another. Such movement shall be a result of an application for a posted vacancy or as a result of an employee accepting a move to another location to avoid being laid off.

2. RECOGNITION OF MANAGEMENT

2.01 Management Rights

- (a) The Union recognizes that the management of the operation of the district, including the determination of methods of operation and the direction and strength of the work force, is vested exclusively in the Board and that the Board may make and alter from time to time, rules, regulations and schedules to be observed by the employees.
- (b) The Board shall have the right to hire, assign, discipline or discharge an employee for proper cause but such right shall be exercised in a manner consistent with the provisions of this Agreement.

3. RECOGNITION OF THE UNION

3.01 Bargaining Unit

The Board recognizes Local 2045 of the Canadian Union of Public Employees as the sole and exclusive bargaining agency for all of its

employees for whom it has been certified **as** the bargaining authority by the Labour Relations Board of British Columbia, and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 Managerial or Confidential Employees

The following positions are mutually recognized to be excluded from the bargaining unit:

Secretary-Treasurer
Comptroller
Administrative Assistant to the Superintendent
Manager of Properties/Transportation Services
Manager of Maintenance Services
Office Manager
Executive Secretary to the Secretary-Treasurer

3.03 Regular Full-Time, Regular Part-Time, Seasonal and Temporary Employees

The provisions of this Agreement recognize all regular employees, seasonal employees, and temporary employees with seniority rights unless specified otherwise. Certain provisions of this Agreement recognize temporary employees with the exception of provisions that only recognize regular employees, seasonal employees, and/or temporary employees with seniority rights.

3.04 Government Grants

The Union recognizes the Board's application for government sponsored work programs. Salaries or wages paid to employees hired under these programs will be established by the program sponsor. The Union will receive a copy of all contract applications related to these government work programs. There will be no reduction in hours or

layoffs of existing employees that will occur because of such programs.

4. NO DISCRIMINATION

4.01 Board Shall Not Discriminate

The Board subscribes to the principles of the Human Rights Act, and there will be no discrimination exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, discipline, discharge, or any other matter.

4.02 Discrimination re Union Activity

The Board shall not discriminate against employees because of their involvement or non-involvement in the Union.

4.03 Sexual Harassment

(a) Definition: Sexual harassment shall be defined as any sexually oriented practice that undermines an employee's health, job performance, or workplace relationships or endangers an employee's employment status or potential. Sexual harassment shall include, but not be limited to:

- i) unnecessary touching or patting
- ii) suggestive remarks or other verbal abuse
- iii) leering at a person's body
- iv) compromising invitations
- v) demands for sexual favours
- vi) physical assault

(b) Sexual harassment is a serious offence and any employee of School District No. 85 found guilty of sexual harassment will be subject to severe disciplinary action(s) or discharge.

- (c) Complaints regarding alleged sexual harassment shall be dealt with seriously and in strict confidence.
- (d) Any employees who believe they are being sexually harassed will take the following action:
 - i) The complainant shall request a meeting with the alleged offender unless the complainant believes that no useful purpose would be served by such a meeting. If such a meeting is to be held, both parties shall attempt to reach an agreement for the resolution of the complaint. If the complainant and/or the alleged offender are members of the Union, they may be accompanied by another member of the Union.
 - ii) If no such meeting is requested, or if there is a meeting and if no agreement for the resolution of the complaint has been reached, or an agreement for resolution has been breached by the offender, a complaint may be filed with a senior District Official. The Senior District Official shall convene a meeting of the complainant and the alleged offender and each may be accompanied by a representative of the Union or another District employee. Both parties shall attempt to reach agreement on a course of action.
 - iii) If no agreement is reached in the meeting with the district official, or the agreement is breached, the complainant may refer the matter to Step 3 of the Grievance Procedure as per Article 13 (Resolution of Differences).
- (e) When sexual harassment may result in the transfer of an employee, it shall be the offender who is transferred, unless the complainant requests the transfer.
- (f) No employee shall be subject to reprisal, threat of reprisal or discipline as a result of filing a bona fide complaint of sexual

harassment. In the event the complaint is found to be a false or malicious complaint, appropriate action may be taken.

5. UNION MEMBERSHIP

5.01 All Employees to be Members

All present employees in positions that fall within the Union's certification shall maintain their membership as a condition of employment. All new employees being hired for position that fall within the Union's certification, shall on the first day of employment, become members of the Union, pay dues, and maintain their membership as a condition of employment.

6. CHECK-OFF OF UNION DUES

6.01 The Board agrees to honour a written assignment of all dues and assessments and will forward all monies so deducted to the Treasurer of the Union. The Union agrees to supply the Board with a letter stating that the assessment ~~was~~ duly authorized at a general meeting with the date of the meeting indicated. Deductions shall be made from bi-weekly payroll periods and forwarded not later than the 10th work day of the month following.

6.02 Dues Receipts

The amount of Union dues deducted from each employee shall be shown on annual T4 slips.

7. BOARD AND UNION SHALL ACQUAINT NEW EMPLOYEES

7.01 New Employees

- (a) The Board will acquaint new employees being hired with the existence of the Union and issue them with a copy of the Agreement.

- (b) On commencing employment, all employees immediate supervisors shall introduce new employees to their shop stewards.
- (c) The shop steward, at that time, shall be given an opportunity to interview all new employees within regular working hours without loss of pay, for a maximum of thirty (30) minutes for the purpose of acquainting new employees with the benefits and duties of the Union membership and their responsibilities and obligations to the Board and the Union. Where such personal contact is impractical due to distance and time, the employees shall be contacted on the telephone by the shop steward closest to the employees' place of work.

8. N.A.

9. **LABOUR-MANAGEMENT COMMITTEE**

9.01 Establishment of Committee

A Labour-Management Committee shall be established consisting of up to three (3) representatives of the Union and up to three (3) representatives of the Board.

9.02 Function of the Committee

The Committee shall meet with the objective of achieving improved employee/ employer and Union/Management relations and a more efficient and effective work environment. The Committee will give serious consideration to any matter consistent with its objectives and the provisions of Article 9.03.

9.03 Jurisdiction of the Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining. The Committee shall not supersede the activities of any other committee of the Union or the Board. The Committee

shall have the power to make recommendations to the Union and the Board with respect to its discussions and conclusions.

9.04 Pay During Meetings

Employees on the Labour-Management Committee shall not be deducted pay for meetings or portions thereof held during their regularly scheduled working hours.

10. COLLECTIVE BARGAINING

10.01 Bargaining Committee - Board

The Board shall appoint a Bargaining Committee of up to four (4) members and shall advise the Union of the makeup of the committee when it has been appointed.

10.02 Bargaining Committee - Union

The Union shall appoint a Bargaining Committee of up to four (4) members and shall advise the Secretary-Treasurer of the Board of the names of the members of the committee when it has been appointed.

10.03 Additional Representatives

Each party to this Agreement shall have the right to have the assistance of representatives when dealing or negotiating with the other party.

10.04 Meeting of the Committee

In the event of either party wishing to call a meeting of the committee, the meeting shall be held at a time and place fixed by mutual agreement, however such a meeting is to be held not later than ten (10) days after the request has been given, unless changed by mutual consent.

10.05 Pay During Meetings

Employees on the Bargaining Committee shall not be deducted pay for collective bargaining meetings with the Board if held during their regularly scheduled working hours.

11. RESOLUTIONS AND REPORTS OF THE BOARD

11.01 Board Shall Notify Union

A copy of the public minutes of Board meetings, after adoption by the Board, shall be forwarded to the Secretary-Treasurer of the Union.

12. GRIEVANCE PROCEDURE

12.01 Shop Steward

- (a) Shop stewards may be appointed by the Union. Shop Stewards shall inform their supervisors of the need to be absent from work in order to attempt to resolve problems during working hours without loss of pay, but shall do so with a minimum of interruption of a work production period. No Shop Stewards will leave their assigned duties without permission, which shall not be unreasonably withheld. All time off taken for this purpose shall be reported in writing to the Board.
- (b) The Union shall notify the Board in writing of the name of all shop stewards and the area(s) they represent and the name of the Chief Shop Steward, before the Board shall be required to recognize them. Union appointments of Shop Stewards to areas represented will, in all instances, be made in accordance with the requirement to minimize time spent away from the job and any adverse effects thereof.

12.02 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, operation, or alleged violation of the Agreement, including a question as to whether or not a matter is arbitrable.

12.03 Grievance Procedure

Any differences arising between the parties shall be resolved without work stoppage in the following manner:

STEP 1

The individual employees, with or without the company of a Union representative as they may deem necessary, shall first discuss the matter with their supervisor within ten (10) work days of the occurrence of the alleged grievance.

If the matter is not resolved within five (5) work days, then:

STEP 2

Within a further five (5) work days the matter shall be submitted in writing by the Chief Shop Steward, President or designate to the Secretary-Treasurer of the Board or designate, with a copy to the Supervisor. The written submission shall include the nature of the Grievance, circumstances from which it arose, and relevant provisions of the Agreement and/or legislation. The Secretary-Treasurer or designate shall meet with the appropriate Union representative within ten (10) work days of the written submission and attempt to resolve the matter. If the matter is not resolved at this level within a further five (5) work days, then:

STEP 3

Within a further ten (10) work days the matter shall be discussed between a grievance committee of the Board consisting of one (1) Trus-

tee and the Secretary-Treasurer, and the Grievance Committee of the Union consisting of two (2) members of the Union. All such meetings shall be under the chairpersonship of the Trustee. Should the matter not be resolved within ten (10) work days, then the matter shall be referred to the arbitration as outlined in Article 13.

12.04 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs or where a group of employees has a grievance, such grievance shall be submitted directly to the Secretary-Treasurer.

The Board and/or the Union shall have the right to submit, in writing, any dispute of a general nature to the other party.

13. **ARBITRATION**

13.01 Composition of the Board of Arbitration

When either party requests that a grievance be submitted to a Board of Arbitration, the request shall be made in writing to the other party of the Agreement indicating the name of its nominee to the Arbitration Board. Within thirty (30) days thereafter, the other party shall answer in writing indicating the name and address of its appointee to the Arbitration Board. The two (2) arbitrators shall then meet to select an impartial chairperson.

13.02 Failure to Appoint

If the party receiving the notice fails to appoint an arbitrator, or the two (2) appointees fail to agree upon a chairperson within ten (10) days of their appointment, the appointment shall be made by the Minister of Labour upon request from either party.

13.03 Board of Arbitration Procedure

The Board of Arbitration shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the Chairperson is appointed.

13.04 Decision of the Board of Arbitration

The decision of the majority shall be the decision of the Board of Arbitration. Where there is no majority decision, the decision of the chairperson shall be the decision of the Board of Arbitration. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or alter, modify or amend any of its provision. However the Board of Arbitration shall have the power to dispose of a grievance by any arrangement which it deems just and equitable and is in keeping with this Agreement.

13.05 Disagreement on Decision

Should the parties disagree as to the meaning of the Board of Arbitration's decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board of Arbitration to clarify the decision, which it shall do within thirty (30) days.

13.06 Expenses of the Board of Arbitration

Each party shall pay:

- (a) the fees and expenses of the arbitrator it appoints
- (b) one half (1/2) of the fees and expenses of the chairperson

13.07 Amending of Time Limits

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

13.08 Witnesses

At any stage of the grievance or arbitration procedure the parties shall have the assistance of any employees concerned as witnesses and any other witnesses. All reasonable arrangements will be made to permit the conferring parties or the arbitrators to have access to the Board's premises to view any working conditions which may be relevant to the settlement of the grievance.

13.09 Single Arbitrator

Notwithstanding the above, the parties may by mutual agreement refer the dispute to a single arbitrator, with each party paying one-half ($\frac{1}{2}$) of the cost of such single arbitrator. The single arbitrator shall have the same powers as an arbitration board.

13.10 Section 103 of the Labour Relations Code

- (a) 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 Agreement, the Director of the Arbitration Bureau, or a substitute agreed to by the parties, shall, at the request of either party:
- i) investigate the difference;
 - ii) define the issue in the difference; and
 - iii) make written award to resolve the difference,

within thirty (30) days of the date of receipt of the request; and, for those thirty (30) days from that date, time does not run in respect of the grievance procedure.

- (b) The foregoing Section 103 procedure shall only be invoked as an alternative to the Arbitration Board (Sec. 13.01) or the single arbitrator (Sec. 13.09) upon the agreement of both parties.

Where a Section 103 hearing rather than arbitration has been implemented, the decision shall be final, binding and enforceable on all parties. Section 103 awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect to any other matter.

14. DISMISSAL AND DISCIPLINE

14.01 Discipline, Suspension and Dismissal

An employee may be disciplined, suspended or dismissed for just and reasonable cause by the Employer. Should just and reasonable cause not be determined, the employee shall be reinstated with full benefits and paid for lost time.

14.02 Reasons for Discipline or Dismissal

When an employee is disciplined or dismissed, the employee shall be given the reason for the action.

14.03 Shop Steward Present

Where a supervisor intends to meet with an employee to administer discipline or for purposes of dismissing the employee, a Shop Steward or, in the absence of a Shop Steward, a Union official shall be present.

14.04 Written Notification

In the event an employee is suspended, or is dismissed, the employee shall be provided with written notification specifying the action taken and the reasons for the action. When an employee is issued a written warning it shall include the reasons for the warning(s). The written warning or the written notification will be presented to the employee with a copy to the Union in the course of the meeting noted in 14.03, or within five (5) work days of such meeting.

14.05 Crossing of Picket Lines During Strike

An employee covered by this Agreement shall have the right to refuse to cross a legal picket line or to handle goods from an employer where a strike or lockout is in effect. Failure by a member of this Union to cross such a legal picket line or handle goods from an employer where a strike or lockout is in effect shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action other than the loss of pay for the period involved.

15. SENIORITY

15.01 Seniority Defined

Seniority is defined as the length of service in the bargaining unit and shall be applied on a bargaining unit-wide basis except as otherwise provided in this Agreement.

15.02 Role of Seniority in Promotions, Transfers and Staff Changes

Both parties recognize:

- (a) the principle of promotion within the service of the Employer;
- (b) that job opportunities should increase in proportion to the length of service.

In the appointment of regular employees, seasonal employees, and temporary employees with seniority rights to vacancies or new jobs, ability and qualifications ~~as~~ per job description shall be the primary consideration. Where abilities and qualifications are relatively equal, seniority shall be the determining factor. No outside applicant shall be appointed to a vacancy or new job if a regular employee, seasonal employee, or a temporary employee with seniority rights, who possesses the necessary qualifications has applied for the vacancy or new job.

15.03 Retention/Accrual/Loss of Seniority

Employees shall not lose seniority rights nor have their continuous service record interrupted if they are absent from work as a result of sickness, accident or leave of absence with pay approved by the Board, except as otherwise provided in this Agreement.

Employees shall not lose seniority but shall cease to accrue seniority during periods of layoff except as otherwise provided in this Agreement.

Seniority shall cease to accrue for the total of any leaves of absence without pay exceeding sixty (60) work days. This provision will not apply with respect to Maternity and Parental/Adoption Leave as provided in Article 24.09

Employees shall only lose their seniority or continuous service in the event:

- (a) They are dismissed for just and reasonable cause and are not reinstated.
- (b) They resign
- (c) Following a layoff they fail to return to work within fourteen (14) calendar days after being notified by registered mail to do so, unless good and sufficient cause is given by the employee. It

shall be the responsibility of the individuals to keep the Board informed of their current address

- (d) An employee who is on layoff for a period in excess of:
 - i) Twelve (12) months for employees with five (5) years or less of continuous employment.
 - ii) Eighteen (18) months for employees with more than five (5) years of continuous employment.
- (e) An employee on approved leave of absence without pay fails to return to work at the prescribed time in accordance with the terms of leave of absence being granted, and an extension of such time has not been granted prior to the expected termination date.
- (f) *An* employee commencing medical leave without pay after 1 January 1989, for a period in excess of twenty-four (24) consecutive months, unless the employee has been given a known date of return to work by an attending physician.

15.04 Notice of Resignation

An employee voluntarily leaving the service of the Board shall be required to give the Secretary-Treasurer two (2) weeks notice of termination of employment.

15.05 Probation for New Employees

- (a) Employees will be considered probationary for three (3) consecutive months of continuous employment excluding periods of layoff and leaves of absence from their initial date of appointment.
- (b) Employees whom the Board feels may aspire to a position if given an extension of probation may be granted an extension of

thirty (30) calendar days upon mutual agreement with the Union.

- (c) During a probationary period, an employee may apply for another position, be terminated or resign, for failure to meet the Board's standards of performance.

15.06 Seniority and Benefits While on Leave

A regular employee granted a leave of absence without pay, in excess of twenty (20) work days may continue to receive benefit coverage for medical, dental and group life insurance, provided the employee pays the full premium cost

15.07 Seniority List

- (a) A seniority list of regular employees followed by temporary employees with seniority shall be published by the Board on June 1 and December 1 of each year, not more than sixty (60) days old, and a copy sent to the Secretary-Treasurer of the Union.
- (b) All new employees hired on the same date will have their seniority determined by lot.
- (c) Where seniority is equal for employees hired prior to September 1, 1992, the employee whose written application arrived in the hands of the Board first shall be considered to be the most senior employee.

15.08 Temporary Employees

- (a) Temporary employees with up to one hundred fifty-nine (159) accumulated days of service shall not lose such service unless they are not called in to work for a period of six (6) calendar months, they resign, or are terminated.

- (b) Temporary employees with more than one hundred fifty-nine (159) accumulated days of service shall obtain seniority rights (except Article 17), and shall not lose such rights unless they are not called in to work for period of twelve (12) calendar months, they resign or are terminated.
- (c) A temporary employee who fails to meet the Board's standards of performance may apply for another position, resign or be terminated.
- (d) A temporary employee, upon being appointed to a regular position, shall serve a period of probation in accordance with Article 15.05.
- [e] The length of service of a regular employee and temporary employee with seniority shall include all days worked as a temporary employee that have been accumulated and not lost in accordance with this Article.
- (f) The formula for calculating length of service as provided for herein is - years of service = days paid / 250.

15.09 Increased Hours of Employment

- (a) Provided that the employees are qualified and have registered with the Employer for work in particular job classifications, temporary vacancies shall be offered firstly to laid off employees or secondly, to part-time employees, and thirdly, to temporary employees with seniority rights, in order to allow them to gain or increase their hours of employment.
- (b) In order to accommodate the above, the Employer shall draw up a list amended as and when required, by seniority with the Union, of all employees who are laid off and all part-time employees who wish to increase hours by accepting a temporary position. **A** separate list of temporary employees with seniority rights shall also be maintained.

- (c) Employees shall be registered in particular job classifications as soon as they provide proof that they possess the necessary qualifications as per job descriptions, prior to being offered additional hours.
- (d) It is understood that the temporary positions shall be offered to the laid off or part-time employees, who has the greatest seniority and having the required qualifications for the temporary position. Following the temporary appointment, the employees shall revert to their original status.
- (e) It is understood that part-time workers shall retain their own hours when they apply for additional hours of work. It is further understood that members on layoff status referred to in this Article, are subject to the provisions of Article 15.03(d). The recall period will be extended by the number of days worked under Article 15.09.
- (f) It is understood and agreed that notwithstanding the provisions regarding increased hours the employer may call out and/or offer limited, short duration non-scheduled hours and/or overtime, to incumbent employees where it is not practicable to apply those provisions.

15.10 Refusing Increased Hours of Employment

A part-time employee who requests to be placed on the list for increased hours and then refuses three (3) consecutive assignments shall be removed from the list for a period of six (6) months. Such employees shall be advised they are being removed from the list and shall be given a full opportunity to explain the reasons for the refusals, and to show cause for their immediate reinstatement to the list.

16. PROMOTIONS AND STAFF CHANGES

16.01 Vacancies and New Jobs

If any vacancy or new job is created, such vacancy or new job must be posted on all bulletin boards for a minimum of five (5) work days and may be concurrently advertised outside, where it is unlikely there would be a qualified internal applicant.

If the hours of work for an existing position are increased by two (2) hours per day or more, such a position will be treated as a new job and will be posted in accordance with the above.

The Board is not required to post temporary position of less than three (3) months duration.

No consideration shall be given to outside applications until the applications received from regular employees, seasonal employees and temporary employees with seniority rights within the five (5) work day posting period have been fully processed.

A vacancy or new job does not occur until after the completion of the recall procedure.

The Board shall promptly inform, in writing, all applicants once a successful candidate has been appointed.

Wherever possible appointments from within the bargaining unit shall be made within three (3) weeks of the posting.

16.02 Information in Postings

Job postings shall contain the following information:

- Job Title
- Nature of Position
- Qualifications
 - education requirements
 - special skill requirements
 - experience
- Current Shift Schedule and Hours of Work
- Duration
- Wage or Salary Rate or Range

16.03 Promotions

All promotions shall be made on the basis that the first three (3) months of continuous employment be probationary. If during or at the end of that period the employees do not prove satisfactory or if the employees so desire, then such employees shall be returned to their former position. Any other employees affected because of this return, shall also be returned to their former position. In the event the former position no longer exists, such employee shall exercise his/her bumping rights.

16.04 Transfers

If during or at the end of three (3) calendar months any employees do not prove to be satisfactory, then such employees shall be returned to their former position without loss of seniority or salary in such former position. Any other employees affected because of this return, shall also be returned to their former position. In the event the former positions no longer exists, such employees shall exercise their bumping rights.

16.05 Notification

The Board will provide the Union with copies of all letters of appointment and will provide written notification of letters of resignation within ten (10) days of the action taking place.

16.06 Disabled Employee Preference

Any regular employees covered by this Agreement who have given good and faithful service to the Board and who, through advancing years or disability is unable to perform their regular duties satisfactorily, shall be given the preference of any light work available with no reduction in pay rate. Such an employees shall not displace from their position an employee with more seniority. Light work positions filled in accordance with this Article shall not be posted.

17. LAYOFFS AND RECALLS

17.01 Advance Notice of Layoff

Unless legislation is more favourable to regular employees, the Board shall notify regular employees who are to be laid off ten (10) work days prior to the effective date of layoff. If the regular employees have not had the opportunity to work the days as provided in this Article, they shall be paid for the regular hours of work missed because the full notice period was not made available. The Union will be advised of all layoffs within ten (10) days of notice of layoff being served.

A layoff shall be defined as a reduction in the workforce or a reduction in the hours of work of fifteen percentum (15%) or more.

It is understood that in the event of layoff as a result of a reduction in hours, the employees shall have the option of accepting the reduced hours, or of exercising their bumping rights, it is further understood that in the event of layoff as a result of a reduction in the work force, the employees shall have the option of accepting the layoff and being placed on the recall list, or exercising their bumping rights.

17.02 Role of Seniority in Layoff

- (a) In the event of a layoff, employees shall be laid off in the reverse order of their seniority. An employee who has received layoff notice may bump any employee with less seniority providing the employee exercising the right has the ability and is qualified to perform the work of the less senior employee.

The right to bump shall include the right to bump up one (1) to five (5) job classifications. Job classifications paid at the same rate shall, for purposes of this Article, be counted as one (1) job classification.

- (b) Regular employees who have received layoff notice may exercise bumping rights under the following conditions:
- i) any employees may bump a less senior employee providing the employees have the necessary qualifications and ability to fill the position and it is agreed that a trial period of three (3) calendar months will apply to employees moving into a new job as a result of bumping. In the event that the employees prove to be unsatisfactory in the new job and are so advised in writing by the employer, then the provisions of Article 17.02 (a) shall be re-applied. In the event the employees do not have the necessary seniority or qualifications to bump a second time, they will be laid off.
 - ii) employees shall notify the Board in writing within five (5) work days of receiving layoff notice, whether bumping rights will be exercised or whether the employee opts for layoff. If bumping rights are to be exercised, the employees must identify the position they wish to bump into.

- (c) The Union recognizes the Board's obligation to the community to continue to provide educational services during periods of layoff, all the while respecting the provisions of this Agreement.

17.03 Temporary Layoff Ten Days or Less

The provisions of this Article do not apply to a temporary layoff of ten (10) work days or less as a result of emergency conditions beyond the control of the School District such as fire or natural disaster. Additionally, ten (10) month employees and seasonal employees shall not have the right to bump during the period of time they would not normally work (e.g.: Christmas break, Easter/Spring break, etc.).

17.04 Recall Procedure

Recall shall be in order of seniority, providing the regular employee has the necessary qualifications and ability to fill the position and the recall would not constitute a promotion. Those employees who are laid off and subsequently recalled to fill a temporary position for a specific period of short duration, shall be exempted from the notice provision contained in article 17.01. The Union will be advised of all recalls within ten (10) days of the date of recall.

18. HOURS OF WORK

18.01 Hours of Work

- (a) For Full-time Clerical Staff and Teacher Assistants

The regular work day for full-time employees shall be seven (7) hours and the regular work week shall be thirty-five hours.

- (b) For Full-Time Custodial, Grounds, Maintenance, and Transportation Staff.

The regular work day for full-time employees shall be eight (8) hours and regular work week shall be forty (40) hours.

(c) For Part-Time Employees

The regular work day and work week shall be as defined in the posting for the position which is currently held, taking into account any amendments which may occur or may have occurred in accordance with (e) below.

(d) Additional Hours

Any employees falling in (a) above, working additional hours falling in (b) above, shall only be paid overtime rates once they have worked eight (8) hours per day or forty (40) hours per week.

Any employees falling in (b) above, working additional hours in (a) above, shall only be paid overtime rates once they have worked eight (8) hours per day or forty (40) hours per week.

(e) Amended Hours

The Board shall have the right to amend the hours of work when such action is warranted in accordance with terms and conditions of this Agreement.

(f) Employment Standards Act

As appropriate, the Board and the Union may agree to waive minimum hours of work provisions of the Employment Standards Act.

18.02 Regular Work Week

(a) Monday to Friday

The regular work week shall not exceed five (5) consecutive work days, Monday to Friday, with the understanding that

where the conditions of a special job or where situations require it, the work week may be changed for short periods of time.

(b) Other Than Monday to Friday

In the event that certain areas are identified as requiring, on a regular weekly basis, a Tuesday to Saturday work week, the Union shall be given opportunity for input.

18.03 Day Shift

Day shift shall be defined as a full-time shift eight (8) hours for custodial, grounds, maintenance, and transportation staff, seven (7) hours of work for clerical staff and teacher assistants, scheduled between the hours of 6:00 a.m. and 5:30 p.m.

18.04 Afternoon Shift

Afternoon shift shall be defined as eight (8) hours of work between the hours of 2:30 p.m. and 1:00 a.m.

18.05 Split Shifts

It is recognized and accepted by the Union that in order to provide full employment for individual employees, those situations will occur which necessitate split shifts outside of the normally scheduled range of times.

18.06 Reporting Pay Guarantee

Regular full-time employees starting work in any day and being sent home before they have completed four (4) hours work shall be paid for four (4) hours at their regular rate of pay. In the event that any employees report for work but are sent home before commencing work, they shall be paid for two (2) hours at regular rate, unless they were advised by the Board not to report for work.

18.07 Annual Employment

- (a) The annual term of employment will be made known to all regular and seasonal employees at the time of engagement or after a change of job classification.
- (b) The Board will endeavour, where practical, to provide twelve (12) month employment for all employees other than those employed on less than a twelve (12) month basis.

18.08 Rest Periods

An employee shall be permitted a rest period of fifteen (15) consecutive minutes in each case as follows:

- (a) an eight (8) hour shift: in each four (4) hours;
- (b) a seven hour shift in each three and one-half (3½) hours.
- (c) a shift of less than seven (7) hours: one (1) rest period

19. OVERTIME

19.01 Authorization for Overtime

All overtime work and compensatory time off must be authorized by the Secretary-Treasurer or his/her delegate.

19.02 Overtime to be Kept to a Minimum

The Board shall keep overtime to a minimum and at the request of the Union is prepared to discuss the circumstances of any overtime requirements.

19.03 Overtime Rates

- (a) Approved overtime for all employees will be paid bi-weekly or banked at the rate of one and one-half (1½) times the employee's current rate of pay for the first two (2) hours, and double the employee's rate of pay for succeeding hours.

Employees shall have the option of having banked time paid out by June 30 of each year or filling out a leave request form by June 30 of each year, stating when banked hours are to be taken. Banked hours must be taken by October 1 of the same year.

- (b) All time worked on Saturdays shall be paid at time and one-half. Time worked on Sundays and statutory holidays shall be paid at double the employee's current rate of pay, with the exclusion of bus drivers, who shall be paid in accordance with Article 34.02.

Any overtime worked on Saturday shall be paid at the rate of one and one-half times the employee's current rate of pay for the first two (2) hours and double the employee's rate of pay for succeeding hours.

- (c) Part-time employees shall receive the overtime rate noted in (a) above after completion of eight (8) hours per day or forty (40) hours per week for custodial, grounds, maintenance, transportation and dormitory staff, and seven (7) hours per day or thirty-five (35) hours per week for clerical staff and teacher assistants in a regular work week.
- (d) Regular part-time and temporary employees who work on Saturday or Sunday for the purpose of performing duties resulting from community use of schools shall not be paid overtime rates until the provisions of 19.03 (c) have been met.
- (e) Employees who work a regular Tuesday to Saturday work week shall have Article 19.03 (b) above interpreted as reading Monday shall be Saturday and Sunday shall be Sunday.

19.04 Call-out

Employees called out for special or emergency work after regular shift or on Saturday or Sunday will be granted a minimum of two (2) hours at overtime rates.

19.05 Time Off in Lieu of Overtime

Compensatory time off will be mutually pre-arranged by the employee and employer at overtime rates.

An employee shall not be required to lay-off during regular hours to equalize any overtime worked.

20. **SHIFT WORK**

20.01 Shift Differential

Any employees whose regular shift ends at any time between the hours of 6:00 p.m. and 1:00 a.m. shall receive a shift differential of forty cents (40¢) per hour in addition to their regular rate of pay.

20.02 Split-Shift Differential

Any employees working a split shift where the split in shifts is greater than two (2) hours shall be paid thirty cents (30¢) per hour in addition to their regular pay.

21. **HOLIDAYS**

21.01 Statutory Holidays

After thirty (30) continuous days employment regular employees shall be granted a day off, at the employee's regular daily rate of pay, for each of the following statutory holidays:

New Year's Day
Good Friday
Easter Monday
Victoria Day
Canada Day

B.C. Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

and any other day proclaimed by the federal or provincial governments, providing employees work their regularly scheduled work days immediately prior to and following such holiday unless on sick leave, compensation, annual vacation or approved leave of absence with pay. If a statutory holiday occurs within an employee's annual vacation, an extra day of vacation will be allowed. Those employees on summer layoff will not be eligible for statutory holiday pay during July or August.

21.02 Scheduled Day Off on Vacation

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

22. VACATIONS

22.01 Vacation Entitlement

For the purpose of this Article, the employee's seniority date shall govern vacation entitlement.

- (a) Regular twelve (12) months employees who will not have completed twelve (12) months of service may receive one and one-quarter (1%) days off for each complete month of service to a maximum of fifteen (15) work days in accordance with Article 22.02.

- (b) Regular twelve (12) month employees with twelve (12) months and less than five (5) years of continuous service shall receive fifteen (15) work days at the employees' regular rate of pay for each twelve (12) month period.
- (c) Regular twelve (12) month employees with five (5) years and less than thirteen (13) years of continuous service shall receive twenty (20) work days at the employees' regular rate of pay for each twelve (12) month period.
- (d) Regular twelve (12) month employees with thirteen (13) years and less than twenty-one (21) years of continuous service shall receive twenty-five (25) work days at the employees' regular rate of pay for each twelve (12) month period.
- (e) Regular twelve (12) month employees with twenty-one (21) years and less than thirty (30) years of continuous service shall receive thirty (30) work days at the employees' regular rate of pay for each twelve (12) month period.
- (f) Regular twelve (12) month employees with thirty (30) years or more of continuous service shall receive thirty-five (35) work days at the employees' regular rate of pay for each twelve (12) month period.
- (g) Regular ten (10) month and seasonal employees shall receive six percentum (6%), eight percentum (8%), ten percentum (10%), twelve percentum (12%), or fourteen percentum (14%) of their earnings, depending on the employee's entitlement as provided in this Article.
- (h) Temporary employees shall be entitled to an additional six per cent (6%) in lieu of vacation pay exclusive of holiday pay.

Employees absent for one or more months due to unpaid leaves or WCB without top up shall have their vacation entitlement prorated accordingly.

22.02 Vacation Preference

An employee's vacation shall, where practicable, be granted at the time requested, but in all cases the commencement date must be at a time most convenient to the operation of the School District. For twelve (12) month employees, preference in choice of individual employee's vacation dates shall be determined by seniority.

22.03 Vacation Carryover

Any employees entitled to three (3) weeks vacation or more shall be entitled to carry over up to one half ($\frac{1}{2}$) of their current year's entitlement to the next vacation year.

22.04 Vacation Pay

(a) Pay while on Vacation

Employees shall receive, upon written request, on the last office day preceding commencement of their annual vacation, any cheques which may fall due during the period of their vacation. Such requests must be made at least ten (10) work days in advance.

(b) Pay While on Christmas and Spring Break Layoff

Regular employees laid off over Christmas and Spring Break shall receive regular pay charged against their accrued vacation pay except for those days paid in accordance with Article 21.01.

(c) Ten month employees will receive unused vacation pay upon layoff.

(d) Seasonal employees shall receive vacation pay on each cheque.

23. SICK LEAVE PROVISIONS

23.01 Sick Leave Entitlement

Regular employees shall be entitled to sick leave accumulated at a rate of one and one-half (1½) days per month to a total of one hundred sixty (160) work days. One (1) day of sick leave shall be equal to an employee's daily regular rate.

On achieving regular employment, employees' sick leave entitlement shall be calculated in accordance with their seniority date, with reference to days worked as a temporary employee.

Employees absent for one or more months due to unpaid leave or WCB without top up shall have their sick leave entitlement prorated accordingly.

23.02 Reasonable Notice

Employees will notify the Board as soon as possible if they are to be absent from duty because of sickness or health reasons and are expected to give the Board reasonable notice of their anticipated return to work, otherwise an additional day of sick leave will be charged.

23.03 Proof of Illness

Sick leave with pay will only be granted because of sickness or health reasons, except in the case of Article 24.06. An employee may be required to provide proof of sickness or medical appointments necessitating sick leave.

23.04 Workers' Compensation Board

- (a) Sick leave pay shall be paid for the first day not covered by the Worker' Compensation Act when the employee has accumulated sick leave credits.

- (b) Employees with accumulated sick leave to their credit shall turn over or cause to be turned over to the Board any moneys **paid** or payable to them by the Workers' Compensation Board and upon so doing will receive full pay up to the value of the accumulated sick leave. In such cases there will be a deduction from the accumulated sick leave of the percentage by which the Workers' Compensation Board does not recompense the Board. If there is no credit of sick leave, employees will retain their Workers' Compensation Board cheques. Employees entitled to "full pay" as set out herein shall have "full pay" calculated based on the principle of "no loss - no gain" in terms of after tax earnings.

23.05 Medical Examination

- (a) The Board reserves the right, as a condition of employment, to require prospective employees to produce a medical statement certifying that the employee is physically and mentally fit for work and free of infections or contagious disease. The Board shall bear the cost of required examinations.
- (b) The Board reserves the right to require current employees to produce a medical statement certifying that the employee is physically and mentally fit for work and free of infections or contagious disease. The Board shall bear the cost of required examinations.

23.06 Payment for Unused Sick Leave on Retirement

On retirement, employees having accrued sick leave to their credit shall receive an allowance in lieu thereof equal to one-half ($\frac{1}{2}$) such credit to a maximum of seventy (70) days at the rate of pay effective immediately prior to retirement. At the employee's request, the payment of this allowance shall be:

- (a) a lump sum payment at the time of termination or retirement.

- (b) an income averaging annuity purchased as much as one (1) month prior to the retirement date.
- (c) a Registered Retirement Savings Plan payable to the registered carrier, to be held in trust for the employee.
- (d) converted into a paid preretirement vacation equivalent

In the event this option is selected, the payment for unused sick leave will be calculated and paid out at the date the vacation commences, and there will be no sick leave entitlement and no additional sick leave accrued during the vacation period.

23.07 Assignment of Unused Sick Leave on Death

In the event of the death of employees with accrued sick leave to their credit, an allowance equal to one-half (1/2) of such credit to a maximum of seventy (70) days at the rate of pay effective immediately prior to the employee's death shall be paid to the employee's designated beneficiary. If there is no designated beneficiary, the payment shall be made to the employee's estate.

23.08 Sick Leave Records

Pay slips shall include a report of each employee's unused accumulated sick credits.

24. LEAVE OF ABSENCE

24.01 Joint Committees

Employees who serve on jointly established committees between the Board and the Union shall not be deducted pay for participating on such committees when meeting are held during their regularly scheduled working hours.

24.02 Leave for Union Functions

Official representatives of the Union, to a maximum of four (4), will be granted leaves of absence without pay to attend Union conventions or perform any other function on behalf of the Union and its affiliates providing not more than one (1) Union representative in each classification or location will be away at the same time. Such leaves of absence shall not affect an employee's seniority and/or benefits contained within this Agreement. Such leave shall not exceed twenty (20) work days.

24.03 Leave for Full-Time Union or Public Duties

Any employee who is elected or selected to any position with the Union or any body with which the Union is affiliated may be granted a leave of absence without pay for a period of up to one (1) year and such leave may be renewed each year upon request.

24.04 Notification of Leave for Union Business

Where possible, one (1) week's notice shall be given by the Union to the Board for leaves of absence granted under Article 24.02 and further, one (1) month's notice shall be given by the Union for leaves of absence granted under Article 24.03.

24.05 Critical Illness and Bereavement Leave

Regular employees may be granted absence from duties without deduction in salary for a maximum of three (3) days in the case of critical illness or death of a member of their immediate family. Depending on circumstances and travel involved, further leave with pay of up to two (2) days may be granted upon application to the Secretary-Treasurer. In recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, the Board, on request, may grant additional leave without salary.

24.06 Medical Care Leave

Regular employees may be granted absence from duties for a maximum of five (5) days annually, charged to their accumulated sick leave, for the purpose of attending to the illness of a member of their immediate family, or when the employees are required to transport a member of their immediate family outside the district for emergency or special medical attention.

“Immediate family” as used in this Article shall mean those individuals noted in Article 24.07 who reside with or are dependent upon the employee for assistance.

24.07 Definition of Immediate Family

“Immediate family” as used in Articles 24.05 and 24.06 means parent, wife, husband, common-law spouse, brother, sister, child, step-child, step-parent, foster-child, foster-parent, mother-in-law, father-in-law, son-in-law, daughter-in-law, spouse’s grandparent, grandparent, grandchildren, former guardian and ward, brother-in-law and sister-in-law.

24.08 Notification to the Board

Employees are required to inform the Board in writing of the dates for bereavement, medical care or critical illness leave. In the case of critical illness or medical care leave, a statement of the attending physician may be requested by the Board.

24.09 Maternity Leave/Parental Leave/Adoption Leave

Maternity leave and parental leave including leave for adoption, shall be granted in accordance with the terms and conditions of the Employment Standards Act as at September 1, 1992. While on maternity leave and parental leave, including leave for adoption, an employee shall retain and accumulate seniority.

24.10 Paternity Leave

Leave of absence with pay to a maximum of three (3) days shall be granted to a male regular or seasonal employee on the birth of his child.

24.11 Jury Duty

Any employees who are subpoenaed for jury duty or called upon to act as a court witness shall continue to receive full pay while so engaged providing they turn over to the Board any moneys they received for serving as jurors or witnesses during the time they would normally be working and that they provide the Secretary-Treasurer with a photocopy of the subpoena, if so requested.

24.12 Special Leave

Employees may be granted a leave of absence for good and sufficient cause, with or without pay, by placing such request in writing to the Secretary-Treasurer.

24.13 Extended Leave

A leave of absence, without pay, in excess of forty (40) work days may be granted, pending operational requirements, to any regular employee with three (3) or more years of service, for good and sufficient cause.

Employees on extended leave shall notify the Secretary-Treasurer at least twenty (20) work days before their leave expires as to their intention to return or not to return to work. This will allow for necessary time to facilitate the return or post the vacancy.

24.14 Replacement While on Leave

It is understood that an employee on leave of absence with or without pay, may be replaced by a temporary employee. This period of tempo-

ary appointment shall be for the duration of the employee's leave of absence.

24.15 Conditions of Leave

It is also understood that any employees on leave shall not enter any other gainful employment, unless such employment is required for educational purposes. Upon return from leave the employees shall be reinstated in their former positions. In the event the positions no longer exist, the employee may exercise their bumping rights in accordance with Article 17.02

25. PAYMENT OF WAGES AND ALLOWANCES

25.01 Pay Days and Method of Payment

The Board shall pay wages and salaries every second Friday in accordance with Schedule "A" attached hereto and forming part of this Agreement. All employees shall be provided with an itemized statement of their wages, banked overtime, vacation entitlement, sick days and other supplementary pay and deductions each pay period.

Each employee shall execute a form authorizing the Board to deposit all payment of wages and allowances to the credit of the employee's account, in a savings institution with offices located within the school district boundaries, unless other arrangements are made by mutual agreement.

25.02 Pay on Temporary Transfer to Higher Rated Position

An employee temporarily assigned to a higher paying position shall receive the rate for the job provided the assignment is for a period of not less than five (5) work days. If the assignment is five (5) days or more the higher rate will be paid retroactive to the first day.

25.03 Pay on Temporary Transfer to a Lower Rated Position

When employees are temporarily assigned to a position paying a lower rate, their rate shall not be reduced.

25.04 Automobile Allowance

Travel rates paid to employees using their own automobile for the Board's business shall be as follows:

- (a) As a condition of employment the Board shall not require any employees to own an automobile. If any employees do not elect to use their own automobile, the Board shall when necessary, provide appropriate transportation.
- (b) It shall be the responsibility of the employees to provide their own transportation to and from their place of residence to their normal place of work.
- (c) The Board shall pay an employee mileage allowances as established by Board policy as amended from time to time if the Board requests, and the employees agrees. to use their own vehicle.

25.05 Weekend Premium

Any employees who are regularly scheduled to work Saturdays shall receive ten cents (10¢) per hour in addition to their regular pay.

25.06 Lead Hand Allowance

The Board may appoint lead hands in the Maintenance and Transportation Departments. In the appointment of lead hands, ability and qualifications shall be the primary considerations. Where ability and qualifications are relatively equal, seniority of years of continuous service with the Board shall be the determining factor. The lead hand shall receive an additional fifty cents (50¢) per hour.

Lead hands, in addition to their regular duties, under the direction of the appropriate manager, shall be responsible for the general direction and daily work assignments of other employees. A lead hand shall neither evaluate the work performance of employees nor discipline such employees. Lead hands shall communicate their concern with the work, firstly to the employee concerned, and failing resolution, to the appropriate manager.

25.07 Inspection Allowance

Government certified tradesmen, as designated by the Board as responsible for vehicle inspection and certification shall receive an allowance of twenty-five cents (25¢) per hour.

25.08 Indemnification Against Proceedings

Employees shall be indemnified in accordance with the Board's indemnification bylaw.

26. N.A.

27. **JOB CLASSIFICATION AND RECLASSIFICATION**

27.01 Job Description

The parties will continue to maintain a job description for each position for which the Union is the bargaining agent. When the duties of a position are changed a new job description will be prepared and a copy forwarded to the Union with the changes noted.

At the request of the Union, the parties will meet to discuss the content of a job description.

The job description of a new or substantially altered position that is about to be posted will be discussed with the President of the Union prior to the position being posted.

27.02 Changes in Classification

New Classification

When any position not covered by the contract is established during the life of this Agreement, the rate of pay shall be subject to negotiation between the Board or its representative and the Union.

Existing Classification

When the duties of an existing position are changed in accordance with (a) or (c) below any change in classification that may result shall be negotiated between the Board or its representative and the Union.

Changes in classification may occur as a result of:

- (a) a decision by the employer consistent with an assigned change which substantially changes the assigned duties of the position, or;
- (b) collective bargaining for renewal of the Agreement or;
- (c) a request by an employee regardless of whether or not such request follows an assigned change which changes the duties of the position. In this instance, providing sufficient cause has been supplied by the employee at the time of submitting the request, the joint job evaluation maintenance committee shall re-evaluate the job and its relationship to the appropriate classification structure.

27.03 Declassification

Employees whose classification is reduced by a substantial change in duties shall have their pay maintained at their existing pay rate for a period of one year, at which time it will be reduced accordingly.

27.04 Retroactivity

Requests for upward reclassification if approved shall be retroactive to the date of the written reclassification request.

27.05 Dispute Resolution

A dispute arising from the Board's evaluation of a position shall be referred to Step 2 of the grievance procedure within ten (10) work days of receipt of the written notification regarding the reclassification.

28. EMPLOYEE BENEFITS

28.01 Medical Coverage and Dental Plan

(a) Medical Services Plan and Extended Health Plan

Regular and seasonal employees who work an average of twenty (20) or more hours per month shall be entitled to participate in the Medical Services Plan and an Extended Health Plan that includes a vision care option. Premiums of such plans shall be shared eight-five percentum (85%) by the Board and fifteen percentum (15%) by the employee.

(b) Dental Plan

Regular and seasonal employees who work an average of twenty (20) or more hours per month shall be entitled to participate in a dental plan which shall consist of:

Plan "A" - one hundred percentum (100%) plan coverage

Plan "B" - sixty percentum (60%) plan coverage

Plan "C" - fifty percentum (50%) plan coverage maximum of fifteen hundred dollars (\$1500.00)

Premiums shall be shared eighty-five percentum (85%) by the Board and fifteen percentum (15%) by the employee.

Where more than one member of a family is employed by the School District, the Board will not provide duplicate coverage for any employees or their dependants.

28.02 Superannuation and Retirement

- (a) Eligible employees shall be covered by the provisions of the Pension (Municipal) Act and Canada Pension Act.
- (b) Normal Retirement shall be at sixty-five (65) years of age. Early retirement shall be in accordance with the Pension (Municipal) Act.
- (c) On retirement, a regular employee with less than ten (10) years service but not less than five (5) years service with the Board, shall receive a retirement bonus of three (3) weeks pay and regular employee with ten (10) or more years service with the Board shall receive a retirement bonus of six (6) weeks pay.

28.03 Wage Indemnity and Group Life Insurance

Regular and seasonal employees who work an average of at least half-time (as per Article 18.01) shall participate in a mutually acceptable wage indemnity and insurance plan, which shall include a life insurance of three (3) times annual earnings.

Premiums shall be shared eighty-five percentum (85%) by the Board and the fifteen percentum (15%) by the employee.

If the membership of CUPE Local 2045 elects to have an employee-paid Long Term Disability plan, the Board agrees to administer the Long Term Disability Plan chosen by the Union. Any change in carrier shall be subject to mutual agreement of the parties.

28.04 Continuity of Coverage

- (a) Unless a written request is received from employees on sick leave without pay not to continue their benefits, the Board agrees to pay their premiums for a maximum of six months for medical coverage, dental coverage and for group life insurance coverage if they are members of these plans.
- (b) The total premiums paid by the Board on behalf of the employees will be deducted from their wages after they return to work. The said deductions shall be repaid to the Board over a period of time which will be the lesser of the time lost or six (6) months. If the employee does not return to work, the Board will take steps to recover the amount owing by other means.
- (c) In the event of the death of an employee who, at the time of death, had been employed by the Board continuously for six months, the Board shall continue to provide the current medical, extended health and dental health benefits to the currently covered dependants of the deceased employee for a period of three months after the death of the employee.

28.05 Change of Insurance Carriers

The Board will consult with the Union prior to making a decision to change the carrier of an employee benefit plan.

Benefit plan coverage levels will not be reduced except with the agreement of the Union.

28.06 Pay in Lieu of Benefits

Regular part-time employees who work less than an average of twenty (20) hours per calendar month shall be entitled to an additional six per cent (6%) of salary in lieu of all fringe benefits exclusive of vacation and holiday pay.

Temporary employees shall be entitled to an additional six per cent (6%) of salary in lieu of all fringe benefits exclusive of vacation and holiday pay.

28.07 Benefit Coverage While on Unpaid Leave of Absence

A regular employee granted a leave of absence without pay, in excess of twenty (20) work days may continue to receive benefit coverage for medical, dental and group insurance, provided the employee pays the full premium cost.

28.08 Benefit Coverage for Ten Month and Seasonal Employees

Ten (10) month and seasonal employees who qualify for benefits coverage shall continue to receive these benefits while on regular layoff.

29. HEALTH AND SAFETY

29.01 Occupational Health and Safety Committee

A Health and Safety Committee shall be established which shall include an equal number of Union and Board representatives, but with a minimum of two (2) Union and two (2) Board members. The Health and Safety Committee shall hold meetings if requested by the Union or by the Board for jointly considering, monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be circulated to all workplaces for information of the employees.

29.02 Right to Refuse or Stop Unsafe Work

When employees acts in compliance with section 8.24 of the Workers' Compensation Board Industrial Health and Safety Regulations, they shall not be subject to disciplinary action.

29.03 Employee Family Assistance Committee

A committee composed of an equal number of Union and Board representatives, but with a minimum of two (2) Union and two (2) Board representatives, shall review processes available to assist employees with social, personal and/or economic problems with a view to maintaining an Employee Family Assistance Programme.

30. TECHNOLOGICAL AND OTHER CHANGES

30.01 Definition

Technological change shall occur when the Board introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom the Agreement applies.

30.02 Technological Change - Advance Notice

The Board shall endeavour to notify the Union at least three (3) months before the introduction of any technological change which would adversely affect employees' rates of pay, hours of work or other working conditions.

30.03 Consultation

Within fourteen (14) days of notification, the Union and the Board or its representatives, shall commence meetings for the purpose of determining what, if any, effects the proposed change may have on employees, and further, after full effects have been determined, to negotiate special terms and conditions that would be implemented in order that such effects be minimized.

30.04 Arbitration

If the Board and the Union fail to agree, the matter shall be referred to the Grievance and Arbitration Procedure for the purpose of determining such matters.

30.05 Redundancy

Any employees who are rendered redundant or 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 are able to perform and which does not constitute a promotion. If there is no vacancy they shall have the right to displace employees with less seniority consistent with the procedure outlined in Article 17.

30.06 Technological Change

Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall, at the expense of the Board, be given a period of time not to exceed six (6) months during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no reduction in wages or salary rates during the training period of any such employee and no reduction in pay upon being reclassified in the new position.

30.07 Visual Display Terminal

A pregnant employee working on a VDT or computer monitor which uses a cathode ray tube who requests in writing that she not be required to monitor such VDT or computer monitor shall be re-assigned to other work at the same or lower level, if such work is available within the school district, and shall maintain her regular rate of pay; or where work re-assignment is not available, such employee will be granted leave of absence without pay.

31. JOB SECURITY

31.01 Sub-Contracts

The Board agrees not to contract out any work which could be performed by employees covered by this Agreement, which would result in a reduction of hours or the laying off of such employees. In the event that such work is sub-contracted the contractor will be required to pay wage rates for the work performed, at wage rates not less than the rates set out in the wage schedules of this Agreement, and no employees of the School Board shall lose their job or suffer a reduction of hours as the result of sub-contracting. The Board shall give notice to the Union of such intent.

31.02 Work of the Bargaining Unit

Persons not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purpose of instruction, experimenting, or in emergencies when regular employees are not available, or provided that the act of performing the aforementioned in itself, does not reduce the regular hours of work or pay of any employee. In addition to the above, alternate arrangements may be made by mutual agreement.

32. N.A.**33. UNIFORM AND CLOTHING ALLOWANCE**

33.01 Supply of Clothing

The Board will issue for use (but remaining the property of the Board), rubber clothing, coveralls, smocks and other protective clothing as deemed necessary, by mutual agreement.

33.02 Maintenance of Clothing

The Board will be responsible for the cleaning of all clothing as outlined in Article 33.01 above.

34. GENERAL CONDITIONS

34.01 Interests of the Board

It shall be the responsibility of every employee, in the execution of their individual assignments, to keep the best interests of the Board in mind.

34.02 Bulletin Boards

A Union bulletin board shall be provided by the school district, in each work area, for the purpose of job postings and other union business.

34.03 Plural or Feminine Terms May Apply

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

34.04 Tool Insurance

The Board shall pay 100% of the Premiums for Fire and Theft Insurance of Tools approved by the employer and used in the work place by the Mechanic and Working Foreman.

34.05 Definition of Certified Tradesman

Journeymen tradesman are those employees holding a certificate of proficiency as carpenter, electrician, plumber, painter or automotive mechanic pursuant to the Apprenticeship Act, R.S.B.C. 1979, Chapter 17 - (or acceptable equivalent qualifications from outside the Province.)

35. FIELD TRIPS

35.01 School Buses

School buses shall not be driven by anyone other than bus drivers employed by the Board, or the Manager of Properties/Transportation Services, or individuals hired under 35.03 (b) and (c).

35.02 Notwithstanding Clause Re: Field Trips

Notwithstanding the provisions of Article 35.03, the Board may assign regular full-time bus drivers to field trips in lieu of regular bus cleaning time provided such cleaning time is offered to part-time bus drivers on the rotational seniority lists.

35.03 Field Trips and Sport Trips

(a) Definition of Rotational Seniority for Field Trips

Rotational Seniority shall be zone based. When and only when bus drivers take an offered trip, they drop to the bottom of the rotational seniority list. If a driver declines a trip, it is offered to the next senior bus driver on the rotational seniority list, and so on.

Bus drivers outside a zone will only be called in when no drivers from that zone are available. Rotational seniority shall also include the provision whereby bus drivers working less than full-time hours be on rotation first, and that when they equal full-time hours, then full-time bus drivers rotate.

(b) Bus drivers will be given first opportunity by rotational seniority to drive any such trips and their pay will be the negotiated rate of this Agreement.

- (c) For the purpose of this Article, "trip" is defined as a trip requested by the bus driver in accordance with the Trip Preference Form.
- (d) All bus drivers must complete a Trip Preference Form, and will update it as required.
- (e) If a bus driver is not available, other qualified transportation employees will be given first opportunity by rotational seniority to drive a school bus on a trip and their pay will be the negotiated rate of this Agreement.
- (f) If other qualified transportation employees or qualified Union members are not available, then a qualified person may drive a school bus on any such trip and their pay will be the negotiated rate of this Agreement.
- (g) Bus drivers under sections (e) and (f) above are subject to the approval of the Manager of Properties/Transportation Services.
- (h) Anyone driving any such trips shall report at the bus location, without cost to the Board.
- (i) Employees driving on overnight trips shall be paid driving time plus waiting time when required to wait plus accommodation and meal expenses according to Board policy. Employees driving on same day return home trips shall be paid driving time plus waiting time, when required to wait. Waiting time shall be paid in accordance with Schedule "A".
- (j) The bus driver/dispatcher shall be eligible to participate in the seniority callouts only to the extent that it does not interfere with their regular hours of work.
- (k) All field trips shall be posted on central field trip boards by fax date/time, which shall be located at: Tacan Site, Port McNeill maintenance shop, A.J. Elliott school and Alert Bay school.

- (1) There shall be displayed weekly a list of all trips dispatched from the area.

36. ACCESS TO PERSONNEL FILES

36.01 Right of Access and Response

All employees shall have the right to review their personnel files and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record unless the reply has resulted in the removal of the original document.

36.02 Presence of Board Representative

Such review shall take place in the presence of a Board representative

36.03 Copies of Material

All employees shall have the right to make copies of any material contained in their personnel records. However, the employee shall pay the costs of such copies.

36.04 Restricted Access

Personnel files shall not be accessible to other than appropriate administrative representatives of the Board except as required by law. Personnel files shall not be made available to members of the Board. Materials in a personnel file may be made available to the Board upon request of the Board or at the discretion of the Secretary-Treasurer.

36.05 Removal of File Material

Where material critical of the employee, or in the nature of a reprimand, is placed in the file, the employee may elect to have the material removed four (4) years after the filing, provided that no further material of that nature has been subsequently filed, and provided that the material does not relate to conduct of the employee with one or more students.

37. TRAINING

37.01 In-service Training

The Board subscribes to in-service training of employees within the bargaining unit and within the provisions of its operating budget. Provisions for this training will be made in consultation with the Union.

37.02 Educational Assistance

Subject to budgetary constraints, the Board agrees to pay all or part of the registration fee of any course of instruction approved by the Secretary-Treasurer or designate, which will better qualify the employees to perform the duties of their present position. Such payment shall be made upon the successful completion of the course except when the Board has directed the employee to participate in the course of instruction. In such case, the payment of registration fees will be in full, and will be made in advance of the course of instruction. Prior approval of any course must be obtained in writing from the Secretary-Treasurer or designate.

37.03 Training on Non-Instructional Days

Employees who are not otherwise assigned duties on non-instructional days shall be permitted to attend workshops being offered in the District provided such workshops are relevant to the duties of the employee.



Employees who attend such workshops will be paid for the time spent at the workshop at their regular straight time rate of pay to a maximum of their normal appointed hours of work for that day.

Employees shall be reimbursed for expense incurred as a result of such participation in accordance with the Board's policy on travel expenses.

38. TERMS OF AGREEMENT

38.01 Duration

This Agreement shall be binding and remain in full force and effect from the 1st day of January, 1995 to and including the 31st day of December, 1997 and shall continue from year to year thereafter unless either party exercises its rights to commence collective bargaining as provided for in the Statutes of the Province of British Columbia.

38.02 Extension of Negotiations


If negotiations extend beyond the anniversary date of this Agreement, both parties shall adhere fully to the provisions of this Agreement during the period of bona fide collective bargaining.

38.03 Retroactive Provisions

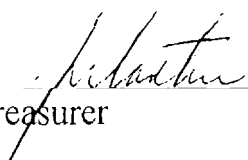
All revisions to the Agreement mutually agreed upon shall, unless otherwise specified, apply retroactively to the aforesaid anniversary date.

IN WITNESS HEREOF the Corporate Seal of the Board has been hereunto affixed, attested by the hands of its proper officers in that behalf and has been executed by the duly authorized officers of the Union the day and year first above written.

THE CORPORATE SEAL of the BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 85 (VANCOUVER ISLAND NORTH) was hereunto affixed by and in the presence of:

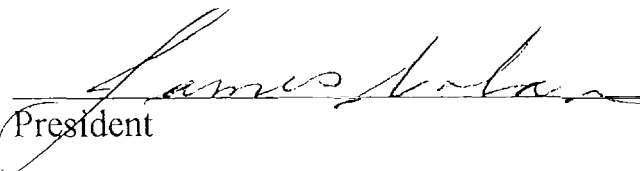


Chairperson of the Board



Secretary-Treasurer

SIGNED by the President and Secretary-Treasurer of the CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2045



President



Secretary-Treasurer

School District No. 85 (Vancouver Island North)
and - CUPE Local 2045

SCHEDULE "A" (PER HOUR)

Classification	Sep. 1/94	Jan. 1/95	Jan. 1/96	Jan. 1/97
Working Foreman	22.87	23.14	23.42	23.70
Electronics Technician	21.46	21.72	21.98	22.24
Electrician	21.46	21.72	21.98	22.24
Plumber	21.46	21.72	21.98	22.24
Carpenter	21.46	21.72	21.98	22.24
Painter	21.46	21.72	21.98	22.24
SEW With Degree	20.89	21.14	21.39	21.65
Mechanic	20.16	20.40	20.64	20.89
Accounts Payable Clerk I	19.77	20.01	20.25	20.49
Payroll Clerk I	19.77	20.01	20.25	20.49
Maintenance Person	19.43	19.66	19.90	20.14
School Secretary	19.21	19.44	19.67	19.91
Curriculum Secretary	19.21	19.44	19.67	19.91
SEW I	19.21	19.44	19.67	19.91
Dispatcher/Bus Driver	18.65	18.87	19.10	19.33
1st Nat'ns Cult./Lng. Tutor	17.03	17.23	19.10	19.33
Maintenance Clerk II	18.65	18.87	19.10	19.33
In-School Support Worker	18.48	18.70	18.92	19.15
Home-School Coordinator	18.48	18.70	18.92	19.15
Bus Driver	18.48	18.70	18.92	19.15
Groundsperson	18.48	18.70	18.92	19.15
Accounting Clerk II	18.39	18.61	18.83	19.06
Payroll Clerk II	18.39	18.61	18.83	19.06
Hospital/Homebound Tutor	18.09	18.31	18.53	18.75
SEW II	18.09	18.31	18.53	18.75
Continuing Ed. Assistant	---	---	17.95	18.17
Resource Centre Clerk II	---	---	17.95	18.17
Resource Centre Clerk III	17.27	17.48	17.69	17.88
Custodian	17.15	17.36	17.57	17.78
Noon Hour Sup. Sp'l N'ds	17.03	17.23	17.44	17.65
Courier Driver/Warehouse	16.97	17.17	17.38	17.59
Library Clerk	15.85	16.04	16.23	16.42
Noon Hour Supervisor	15.29	15.47	15.66	15.85
Co-op Education Clerk	----	----	15.66	15.85
SEW III	15.04	15.22	15.40	15.58
Clerk IV	16.12	16.31	14.51	14.68 BR
Labourer	13.50	13.66	14.51	14.68
Driver Waiting Time	12.71	12.86	13.01	13.17
Crossing Guard Attendant	10.45	10.58	10.71	10.84

MEMORANDUM OF AGREEMENT

BETWEEN:

THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT
NO. 85 (VANCOUVER ISLAND NORTH)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2045

Length of Service Bonus:

The following employees shall receive an additional twelve cents (\$0.12) per hour.

Simonne Hall
Johanna Piniewski

Custodian I Differential:

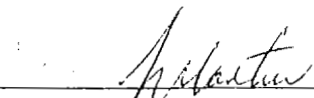
The following employees shall receive an additional seventy-three cents (\$0.73) per hour:

Simonne Hall
Jasbir Kamboh

Signed at Port Hardy, B.C. this 18 day of June, 1996

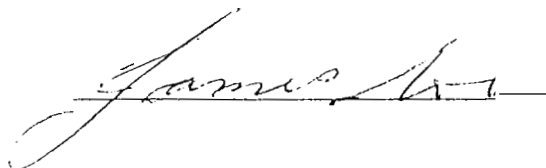
For the Employer:

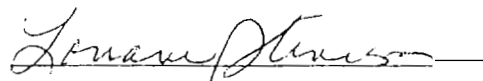




School District 85

For the Union:





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CUPE Local 2045

MEMORANDUM OF AGREEMENT

BETWEEN:

THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 85 (VANCOUVER ISLAND NORTH)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2045

Joint Job Evaluation

The parties agree that wage adjustments for pay equity shall be limited to funding available from the Provincial Government for that purpose. When funding has been received the parties will meet to negotiate such adjustments in accordance with funding guidelines established by the Provincial Government,

The parties agree to continue to participate in a Joint Job Evaluation Maintenance Committee, consisting of three (3) representatives of the Board and three (3) representatives of the Union. The terms of reference for the Committee are as follows:

TERMS OF REFERENCE

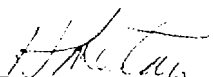
The Joint Job Evaluation Maintenance Committee shall have the power:

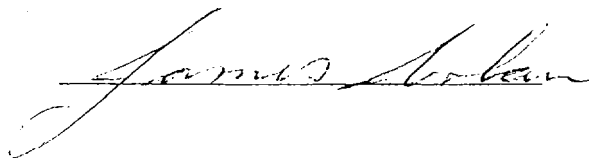
- (a) To evaluate the jobs/positions using the Job Evaluation Manual as developed
- (b) To develop a maintenance procedure for the program including a maintenance procedure manual.
- (c) To modify part or all of the Job Evaluation Manual(s) as necessary, or review new manuals, procedures or methods.
- (d) To maintain all Job Evaluation Documentation, existing Job Descriptions, ratings and job evaluation results.

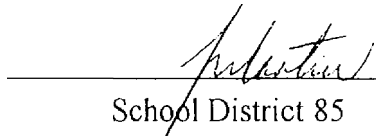
Signed at Port Hardy, B.C. this 18 day of Jan, 1996

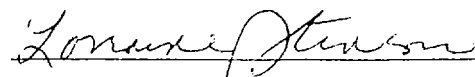
SCHOOL DISTRICT 85 (Vancouver Island North)

CUPE LOCAL 2045






School District 85

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CUPE Local 2045

MEMORANDUM OF AGREEMENT

BETWEEN:

THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT
NO. 85 (VANCOUVER ISLAND NORTH)

AND :

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2045

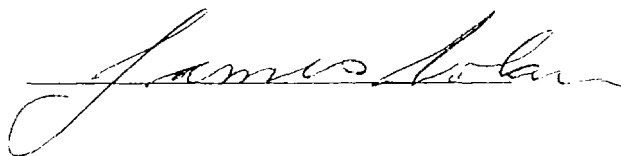
The parties agree that Grant Huddleston will receive the current Schedule "A" rate of tradesman. He shall be eligible for all negotiated conditions of this and any future Agreement including wage increases. However, this "grandfathered" employee's status shall not be considered to be of any precedential value for the future interpretation of "trade" qualifications.

Signed at Port Hardy, B.C. this 1st day of February 1996

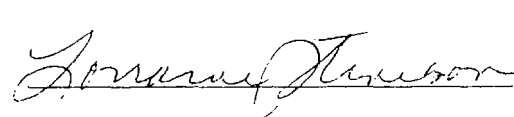
For the Employer:

For the Union:









MEMORANDUM OF AGREEMENT

BETWEEN:

THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT
NO. 85 (VANCOUVER ISLAND NORTH)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2045

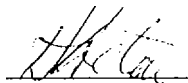
Re: Flexible or Modified Work Schedules

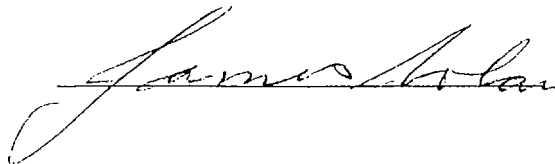
The Employer and the Union agree to consider requests from the employer or employees or groups of employees who wish to work a modified or flexible work schedule, where such a work schedule is consistent with the principles of safety, efficiency and effective provision of services. It is understood that requests are considered on a without prejudice or precedent basis and may be denied without recourse to the grievance procedure. Where the Employer and the Union mutually agree to a request for modified or flexible work schedule, it shall be set out in a letter of understanding which would take precedent over Articles 18 through 21 inclusive and such other Articles as specified in the letter.

Signed at Port Hardy, B.C. this 18 day of June, 1996

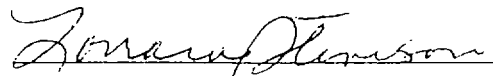
For the Employer:

For the Union:









MEMORANDUM OF AGREEMENT

BETWEEN:

THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT
NO. 85 (VANCOUVER ISLAND NORTH)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2045


Re: Amalgamation, Annexation or Major Reorganization

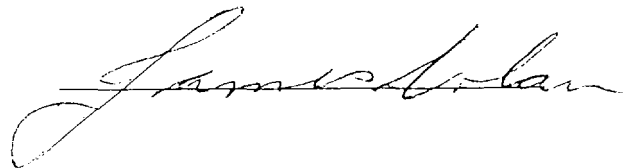
The parties agree to meet in advance of any amalgamation, annexation or major re-organization in order to address mutual concerns and fulfil any statutory obligations.

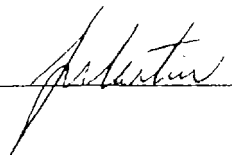
Signed at Port Hardy, B.C. this 18 day of June, 1996

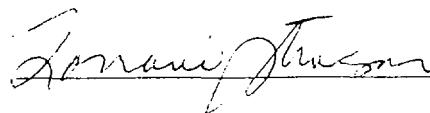
For the Employer:

For the Union:









MEMORANDUM OF AGREEMENT

BETWEEN:

THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT
NO. 85 (VANCOUVER ISLAND NORTH)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2045

The parties agree that this letter shall be attached to and form part of the Agreement.

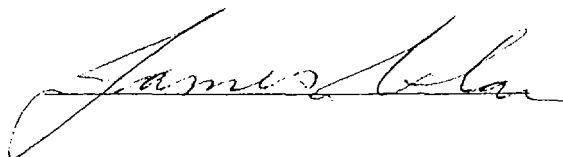
1. Should Raymond Webber be laid off in accordance with Article 17, after attaining his trade qualifications, he shall not have the right to bump Rick Kolich, working foreman.
2. Should Rick Kolich and Raymond Webber both be classified as tradespersons, and the Board wishes to lay off one tradesperson in accordance with Article 17, the junior person is deemed to be Raymond Webber.
3. Raymond Webber shall have the right to exercise the provisions of Article 17 for any other position for which he is qualified.

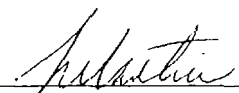
Signed at Port Hardy, B.C. this 18 day of June, 1996

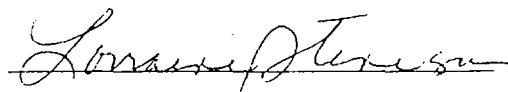
For the Employer:

For the Union:









School District 85

65

CUPE Local 2045

INDUSTRIAL HEALTH & SAFETY REGULATIONS

Work restrictions

8.24

- (1) No person shall carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment when that person has reasonable cause to believe that to do so would create an undue hazard to the health or safety of any person.
- (2) Pursuant to clause (1) a worker who refuses to carry out a work process or operate a tool, appliance or equipment shall forthwith report the circumstances of the unsafe condition to his/her supervisor or employer.
- (3) The supervisor or employer receiving a report made under clause (2) shall forthwith investigate the matter and
 - (a) ensure that any unsafe condition is remedied without delay; or
 - (b) if in his/her opinion the report is not valid he shall so inform the person who made the report.
- (4) When the procedure under clause (3) does not resolve the matter and a worker continues to refuse to carry out a work process, the supervisor or employer shall investigate the matter in the presence of the worker who made the report and in the presence of:
 - (a) a worker representative of the Industrial Health and Safety Committee; or
 - (b) a worker who is selected by a trade union representing the worker; or
 - (c) when there is no Industrial Health and Safety Committee or the worker is not represented by a trade union, any other reasonable available worker selected by the worker.
- (5) When the investigation under clause (4) does not resolve the matter and a worker continues to refuse to *carry* out a work process or operate a tool, appliance or equipment, both the supervisor, or the employer, and the worker shall forthwith notify an officer of the Board' who shall investigate the matter without undue delay and issue whatever orders he deems necessary.
- (6) No worker shall be subject *to* disciplinary action because he has acted in compliance with this regulation or an order made by an officer of the Board.
- (7) Temporary assignment to alternative at no loss in pay to the worker until the matter in clause (1) is resolved shall be deemed not to constitute disciplinary action.

Manual lifting and carrying restrictions

- (8) Materials, articles or objects to be manually lifted, carried or moved shall be lifted, carried or moved in such a manner and with such precautions and safeguards, including training, protective clothing, and mechanical aids as will ensure that the process does not endanger the health and safety of any worker.

*Workers' Compensation Board