

**COLLECTIVE AGREEMENT**

**Between**

**THE BOARD OF EDUCATION OF SCHOOL DISTRICT  
NO. 51  
(BOUNDARY)**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 2098**

**July 1, 2019 - June 30, 2022**

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## **PREAMBLE**

**WHEREAS** it is the desire of both parties to this agreement:

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

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

**NOW, THEREFORE** the parties agree as follows:



## **ARTICLE 1 – UNION RECOGNITION**

### 1.01 Bargaining Authority

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

### 1.02 Definition of Employees

1. Regular Employees: are employees either full-time or part-time who hold a posted position.
2. Temporary Employees: are employees who have completed sixty (60) working shifts, as defined in Article 12.04, of continuous or broken employment within a twelve (12) month period. In the event that an employee has an unfavourable evaluation and the employer feels a further period of time is required to determine if the employer is satisfied with the employee, with the consent of the Union, the qualifying period for seniority shall be extended from sixty (60) working shifts to ninety (90) working shifts. Such an unfavourable evaluation will be presented in writing to the employee, accompanied by their Union Representative, prior to the request for an extension.

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

3. Casual Employees: are employees who work on an intermittent basis, but who have not completed sixty (60) working shifts employment within a twelve (12) month period. Casual employees have no seniority, qualify for no benefits, paid leaves or sick leave. Casual employees will be paid eight-point six percent (8.6%) payment on their gross pay for vacation pay and statutory holiday pay. A callout list for casual employees will be kept and casual employees will be called out in accordance with Letter of Understanding No. 3.

**\*\*Note:** Employees hired prior to September 13, 2005 will continue to be paid thirteen-point four percent (13.4%) in lieu of vacations and statutory holidays.

### 1.03 Additional Casual Hours

Regular or temporary employees who work additional unposted hours over their posted assignment will be paid eight point six (8.6%) or thirteen point four (13.4%) for those employees hired prior to September 13, 2005 in lieu of stat and vacation pay on those hours on each pay. If employee is a contributor to the Municipal Pension Plan then pension deductions will also be made.

### 1.04 Intimidation or Discrimination

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

### 1.05 Strike or Lockout

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

### 1.06 Bulletin Boards

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

### 1.07 Union Notification of Changes in Employee Status

The Employer agrees that any recommendation or matters considered by the Employer relating to rates of pay, promotions, hiring or discharge of all temporary, casual and regular employees covered by the terms of this

Agreement shall be communicated in writing to the Union at the time of their consideration and decision by the Employer.

#### 1.08 Technological Change

Should any displacement of staff be indicated as the result of technological change, the Employer and the Union will meet and discuss the possibility of employing displaced employees in some other capacity, sixty (60) days prior to the implementation of such change. In the event that a regular employee is displaced, he shall be offered an opportunity to bid on jobs held by employees with less seniority providing the displaced employee possesses the qualifications required of the job held by the junior employee. Any employee placed in a lower-rated position as a result of technological change, shall not have his wages reduced; but shall continue to receive his old rate until such time as the agreement rate for his new position is equal to his actual rate of pay.

Following the twelve (12) months layoff period where the Employer is unable to provide work for a displaced person with five (5) or more years of service, severance pay will be paid on the basis of one (1) week's pay, at the regular rate of the position last occupied, for every year of completed service with the Employer.

#### 1.09 Administration of the Collective Agreement

The administration of the terms of this Agreement will fall within the jurisdiction of the Secretary-Treasurer or designate.

#### 1.10 Correspondence

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

#### 1.11 Work of the Bargaining Unit

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

## 1.12 Contracting Out

- (a) The employer agrees not to contract out work of the bargaining unit if such contracting results in the layoff of, or reduction of hours of bargaining unit employees.
- (b) The employer recognizes the advantages of utilizing local contractors. Where it is cost effective and lawful, local contractors will be given preferential consideration.

## 1.13 Singular/Plural - Masculine/Feminine

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

## **ARTICLE 2 – THE EMPLOYER’S RIGHTS RE EMPLOYEES**

### 2.01 Employer Rights

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

### 2.02 Hiring/Discipline/Demotion/Discharge

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

## **ARTICLE 3 – UNION SECURITY AND UNION DEDUCTIONS**

### 3.01 Union Deductions

The Employer agrees to deduct union assessments provided that the assessment calculation is based on a percentage of gross earnings or a fixed dollar amount.

The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

### 3.02 Remittance & Adjustment of Dues

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

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

### 3.03 List of Employees

The Employer will, at the time of making such remittances, enclose a list of employees from whose pay cheques such deductions were made.

### 3.04 Financial Responsibility of the Board

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

### 3.05 Listing of Dues Paid

The Employer shall submit in writing to the Union a list of all casual, temporary, part-time and regular employees including name, address, position, and the number of hours worked together with dues paid per employee per pay period within ten (10) calendar days after the month end.

### 3.06 Union Security

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

### 3.07 No Other Agreements

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

### 3.08 Notification of New Employees

The Employer agrees to acquaint new employees with the fact that a Collective Agreement between the parties is in effect and with the conditions of employment set out in Article 3 – Union Security and Union Deductions.

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

### 3.09 Students

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

### 3.10 Union Representation

- (a) In cases where the Employer will be meeting with an employee for the purposes of discipline, discharge, investigation that could lead to disciplinary action the employee shall be entitled to Union representation. The Employer shall notify the Union President, or designate prior to the meeting taking place, and agrees to provide the Union and the employee with notification outlining what the purpose of the meeting will be. Any discipline, dismissal or suspension shall be in writing and shall set forth an explanation of the reasons for the action.
- (b) If during a discussion with a supervisor an employee feels he requires representation because of possible disciplinary consequences, he shall be allowed upon request to have a Shop Steward or Area Representative present.

### 3.11 Picket Line Protection

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



## **ARTICLE 4 – LEAVES OF ABSENCE**

### 4.01 Grievances/Dispute Resolve

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

### 4.02 Union Officers' Leave

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

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

### 4.03 Other Employees' Union Leave

The Employer agrees to grant leaves of absence up to a maximum of two (2) employees, without pay, for the business purposes of the Union, provided that two (2) weeks notice in writing is given to the Secretary-Treasurer.

### 4.04 Calendar of Leaves

The Union will submit a tentative annual schedule to the Secretary-Treasurer or designate by October 1 for each school year outlining those events which they

plan to have members attend. The schedule will be updated by the Union on a quarterly basis to reflect required revisions.

#### 4.05 Bargaining Representatives

A maximum of two (2) bargaining representatives in the employ of the Employer shall attend collective bargaining meetings without loss of remuneration. Such representatives will be entitled to eight (8) hours pay per day of bargaining. The Employer agrees to pay a mileage allowance for one vehicle.

#### 4.06 Leave for Full-Time Union Duties

Any employee who is elected or selected to any full-time position with the Union or any body with which the Union is affiliated will be granted a leave of absence without pay for a period of up to two years, and such leave may be renewed each year thereafter upon request.

#### 4.07 Seniority While on Union Leave

Employees shall not lose seniority while on any leave of absence for Union duties contained in this Agreement, and the time shall be treated as service with the Employer.

#### 4.08 Remuneration While on Union Leave

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

#### 4.09 Bereavement Leave

(a) An Employee shall be granted up to five (5) working days, without loss of pay or seniority in the event of a death in the immediate family. Bereavement leave may be used within one year of the death to attend a memorial or celebration-of-life ceremony.

“Immediate family” shall be defined as: father, mother, spouse, child, brother, sister, mother-in-law, father-in-law, grandparents, grandchildren, common-law spouse, sister-in-law, brother-in-law, daughter-in-law and son-in-law.

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

#### 4.10 Jury/Court Leave

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

#### 4.11 Emergency Response Personnel

An employee who has been identified to their immediate supervisor and submitted written notification to the Secretary-Treasurer of the School District as Emergency Response Personnel, and who cannot report for work at his/her normal time or is called away from work on an emergency basis in the Grand Forks, Boundary area shall not suffer a loss of pay or benefits resulting from his/her volunteer duties to a maximum of two days per occurrence. Any further leave will be without pay and will be at the discretion of School District No. 51 (Boundary) administration. Such leave will only be granted subject to the operational requirements of the district being met.

#### 4.12 Political Leave

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

#### 4.13 Educational Leave

The employer may allow a leave of absence, without pay, to an employee who wishes to participate in educational upgrading. One of the criteria to be met for approval of the Employer is that such education must be of benefit to the School District. The maximum leave to be granted under this clause would be for one

(1) year. Such leave may be extended at the end of its term. Requests for such leave must be submitted in writing two (2) months in advance of the leave.

#### 4.14 Reserve Service Leave

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

#### 4.15 General Leave

The employer may grant leaves of absence, without pay, for good and sufficient reason acceptable to the employer. Requests for such leaves shall be made in writing. An employee granted leave under this article will have the option of continuing benefit coverage by prepaying the entire cost of premiums on a monthly basis.

#### 4.16 Benefit Coverage While on Leave

Employees on leave under 4.06-12-13-14 of this section have the option of continuing with the benefit coverage by paying the entire cost of the premiums on a monthly basis to the employer. During such leaves seniority shall accumulate and while no vacations are payable during the leave, upon his return the employee's absence shall count as part of his qualifying entitlement.

#### 4.17 Returns from Leave

Upon returning from leaves under 4.06-12-13-14 and 15 the employee shall be returned to the position previously held. Should that position be no longer in existence the employee will exercise the bumping procedure under 15.07.

#### 4.18 Maternity/Parental Leave

Employees shall be granted Maternity/Parental Leave in accordance with provisions of the British Columbia Employment Standards Act.

One (1) day with pay will be granted to an adopting parent (both, if employed by the Employer) for traveling to receive the child.

#### 4.19 Paternity Leave

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

#### 4.20 Canadian Citizenship

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

#### 4.21 Unpaid Leaves as Per Employment Standards Act

Unpaid Family Responsibility Leave, Compassionate Care Leave and Bereavement Leave or any other leave will be granted in accordance with the Employment Standards Act.

## **ARTICLE 5 – HOURS OF WORK**

### 5.01 Hours of Work Schedule

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

### 5.02 Work Schedule

The Employer agrees, in consultation with the Union, to set forth the working schedule of each employee, hereinafter referred to as the "Work Schedule", as may be required by conditions throughout the School District. The Schedule shall be deemed to constitute Schedule "B" of this Agreement.

### 5.03 Variation of Hours of Work

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

### 5.04 Four Hour Minimum Workday

1. The Employer is committed to providing a minimum of four hours of work for a regular/continuing employee reporting for work and for a temporary employee reporting for work who has posted into the position.
2. Exemptions from the four (4) hour minimum:
  - a) student/noon hour supervisors
  - b) crossing guards
  - c) small schools with fewer than seventy-five (75) students on September 30<sup>th</sup> in which case a two hour minimum will apply
  - d) other positions by mutual agreement
3. The four hours shall be consecutive but may exclude a lunch period not to exceed one hour. Bus Drivers are exempt from the requirement for consecutive hours.

## 5.05 Additional Hours

Where posting of additional hours is required, additional hours of less than four (4) hours may be posted as “additional hours” and are available to employees who are able to accept the hours, in addition to their current assignment. Where posting of additional hours is not required, additional hours shall be assigned as per the Collective Agreement.

## **ARTICLE 6 – WAGES AND MATTERS INCIDENTAL THERETO**

### 6.01 No Requirement to Fill

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

### 6.02 Pay Period

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

### 6.03 New/Revised Positions

In the event of a new position being created or where there is a substantial change in job content of an existing position, a temporary rate shall be set by the Employer in reasonable relationship to existing rates set forth in the Wage Schedule of this Agreement.

#### Joint Job Evaluation Committee

In the case of a change in job content either the Employer, employee or the Union may refer the matter to the Joint Job Evaluation Committee by following the procedures set out in the attached Letter of Understanding "Maintenance Plan for Job Descriptions, Classifications and Changes to Classifications." All new positions shall be referred to the committee.

### 6.04 Shift Premiums

Afternoon shift	\$ .35
Night shift	\$ .50

### 6.05 Temporary Higher Rated Position

When an employee is temporarily required to perform substantially the duties of a higher-rated position he shall receive the rate of pay for the higher-rated position for all time worked in that position.



6.06 No Reduction in Rate

When an employee is temporarily assigned to a position paying a lower rate, his rate shall not be reduced.

6.07 Payment for Non-Instructional Days

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

6.08 Professional Learning Fund

The Employer and Union agree that professional learning is beneficial to both parties and should be encouraged. Professional learning supports the development of professional competence and enhances the ability of employees to provide high quality service in their position in the district.

The Employer and Union agree that, commencing July 1, 2020, the \$16,677 of funding provided for in the 2019-2022 Provincial Framework Agreement, will be used to establish a Professional Learning Fund for all CUPE employees in the District. The Fund will be used to provide access to professional learning opportunities on professional development days during the school year, or to provide access to specific training agreed upon by the parties.

The Labour Management Committee will administer the Professional Learning Fund. Any remaining funds available at the conclusion of the year, will be rolled over to the following year. The district is under no obligation to expend more than the \$16,677 provided for by the Provincial Framework Agreement.

6.09 Job Related Courses

Where employees are required to participate in job-related education courses all hours worked up to eight (8) hours per day shall be paid straight time.

6.10 Use of Personal Vehicle

Employees shall not be required, as a condition of employment, to supply a vehicle to perform their duties. Employees are not required, as a condition of employment, to use their personal vehicle to transport students.

Employees who use their vehicle for Employer business will be covered under an additional insurance program provided by the Employer.

## **ARTICLE 7 – OVERTIME**

### 7.01 Rates

As compensation for overtime worked, as hereinafter defined, employees covered by this Agreement shall be paid at the rate of time and one-half (1 ½) for the first two (2) hours of overtime worked on a normal working day and double time (2) thereafter. Hours of overtime on consecutive days of rest shall accumulate and be paid at the rate of time and one-half (1 ½) for the first four (4) hours and double time (2) thereafter.

### 7.02 Definition

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

### 7.03 Payment of Overtime

As compensation for all work performed outside the recognized hours of work as set forth in this Agreement, whether by way of overtime worked or work performed commencing at a time other than the beginning of a regular shift as defined in Article 7, Section 7.02. This section is not applicable to bus drivers on extra-curricular runs.

### 7.04 Outside Rentals

For outside rentals, employees shall be paid at the overtime rate and receive such payment on their regular pay cheque, which is received after such overtime has been reported. Payment for overtime shall be accompanied by an itemized statement.

### 7.05 Meal Allowance

Employees required to work more than one and one-half (1 ½) consecutive hours beyond regular shift hours in any day shall be provided with a meal by the

Employer, or when meal facilities are not available, a payment for breakfast, lunch or dinner, in accordance with BCSTA rates.

12:01am – 11:00 am – breakfast

11:01 am – 5:00 pm – lunch

5:01 pm – 12:00 am - dinner

#### 7.06 Computation of Overtime

Overtime shall be computed by multiplying the hourly rate by one and one-half (1 ½) or two (2) as appropriate.

#### 7.07 Part-time Employees

All part-time employees working fewer than the regular working hours per day or week shall be paid at overtime rates for hours worked beyond the normal working hours identified in Schedule B. This does not preclude the Employer from offering an employee holding a regular posted position of less than full time the opportunity to work more hours than their posting on an occasional basis up to full time at straight time rate of pay.

##### Extra-Curricular Trips

For extra-curricular trips, the provisions of Appendix A (Bus Driver Administrative Policy) shall apply. A part-time employee working fewer than the regular working hours per day or week shall be paid at overtime rates for hours worked beyond the normal working hours identified in Schedule B.

##### Education Assistants

This clause includes Education Assistants for single day trips only, who, when requested to participate in either curricular or extra-curricular activities will be paid at straight time for seven (7) hours and any additional hours at over time rates to a maximum of an additional seven (7) hours per day. If an Education Assistant is requested to participate in an overnight curricular or extra-curricular activity, the parties will discuss the matter in advance.

##### Casual Employees

Casual employees who work more than eight (8) hours per day or forty (40) hours per week will be paid overtime as per the Employment Standards Act.

## 7.08 Banked Time

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

### Banked Overtime

- (a) The Employer and the Union agree that notwithstanding the provision of Article 7, employees shall be permitted annually to accumulate overtime in lieu of cash payment, such leave to be equal to the appropriate overtime cash payment.
- (b) Such leave shall be taken at the Employer's discretion. Days not taken by December 31<sup>st</sup> of that calendar year may at the Employer's discretion be paid in cash to the employee.
- (c) Accumulation of overtime shall be in hours of that employee's regular assigned shift.

## 7.09 Refusal of Overtime

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

## 7.10 Notice of Shift Change

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

## **ARTICLE 8 – STATUTORY HOLIDAYS**

### 8.01 Entitlement

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

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

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

There shall be ten (10) statutory holidays for ten (10) month employees, eleven (11) statutory holidays for eleven (11) month employees, and twelve (12) statutory holidays for twelve (12) month employees.

The statutory holidays for ten (10) month employees are:

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

### 8.02 Statutory Holiday during Regular Time Off

In the event of a statutory holiday falling on an employee's regular day off he shall be entitled to a day off with pay at his regular rate on a date determined by the Employer and the Union. An employee required to work on such statutory holiday or day mutually agreed upon in lieu thereof as aforesaid, shall receive in

addition to regular pay for that holiday double his regular rate of pay for the time worked.

## **ARTICLE 9 – VACATIONS**

### 9.01 Definitions

For the purpose of computing vacation time the word “week” where used in Sections 9.02 of this Article shall be considered as constituting five (5) working days. Vacation time is calculated and paid in hourly increments.

#### Anniversary Date

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

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

### 9.02 Entitlement

Subject to Article 9.01, vacation entitlement is as follows:

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

### 9.03 Temporary Employees to a Regular Position

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

#### 9.04 Statutory Holidays Which Fall During Vacation

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

#### 9.05 Vacation Scheduling

Regular twelve (12) month employees are to submit their vacation requests by April 30 each year for the following school year. An employee's vacation shall where practicable be granted at the time requested, but in all cases the commencement date must be at the convenience of the Employer. Preference in choice of employee's vacation dates shall be determined by seniority of service. Requests received after April 30 will be granted subject to operational requirements.

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

#### 9.06 Reduction of Entitlement

For each period of thirty (30) consecutive days an employee is absent from work in the year preceding June 30 in any year, there shall be deducted from the vacation pay to which he would otherwise be entitled in the succeeding year under Section 9.02 of this Article, one-twelfth (1/12) of such vacation pay, provided that, for employees qualifying under said 9.02 of this Article, time spent on vacation for which the employee is paid under this Article, or time lost because of sickness with pay or accident with top up under 10.07 shall be considered as time worked.

#### 9.07 Ten Month Employee Service

For the purpose of vacation entitlement for ten (10) month employees, ten (10) months of service shall equal one (1) year of service.

#### 9.08 Illness During Vacation

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



expected to provide proof of illness during vacations by way of a letter from a doctor.

## **ARTICLE 10 – SICK LEAVE**

### 10.01 Definition

“Sick leave” means the period of time an employee is permitted to be absent from work, with or without pay, by virtue of sickness, unavoidable quarantine or accident, for which compensation is not payable under the Workers’ Compensation Act.

### 10.02 (a) Accumulation of Sick Leave

All regular and temporary employees holding a posted position shall be granted sick leave credit in the amount of one and one-half (1 ½) working shifts accumulated in hours for each month worked from commencement of employment for regular employees and from the first day of qualification as a temporary employee. Temporary employees holding a posted position will accumulate sick leave on a pro-rata basis.

In any one (1) year where an employee has not received sick leave or only a portion of the accumulated credit, he shall accrue the unused portion, as a credit, to a maximum of one hundred eighty (180) working shifts. “Working shift” means any day on which an employee would normally work.

### (b) Payment of Sick Leave

Employees who are on authorized sick leave, as defined in section 10.01 of this Article, shall receive payment from their accumulated sick leave credit for all normal working shifts, exclusive of holidays, for the period between the commencement of sick leave to the time of Long Term Disability eligibility. Such period will not exceed one hundred and twenty (120) days. Any unused sick leave will be carried forward for future use.

Temporary employees holding a posted position will be paid sick leave on a pro-rata basis.

### 10.03 Proof of Illness

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

#### 10.04 Without Pay

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

#### 10.05 Payout of Sick Leave

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

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

\*Note: Employees who were hired prior to September 13, 2005 will be grandparented to continue to receive severance, with five (5) or more years of seniority, as a payout of accumulated sick leave credits.

#### 10.06 Record of Sick Leave

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

#### 10.07 Workers' Compensation

An employee prevented from performing his regular work with the Employer on account of an occupational accident that is recognized by WorkSafeBC as

compensable within the meaning of the Act, shall receive from the Employer the difference between the amount payable by the Workers' Compensation Act and his regular salary.

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

#### 10.08 Medical and Dental Appointments

Reasonable time off with pay for medical and dental appointments for employees shall be permitted. All hours of absence to be charged to sick leave credit.

#### 10.09 Required Bus Driver Medical Exams

Annual bus driver medical which, if required during working hours, will not be deducted from the sick leave bank, but will be paid by the employer up to a maximum of two (2) hours per driver.

#### 10.10 Family Illness

Where no one other than the employee can provide for the needs during illness of an immediate family member as per Article 4.09 or when the employee is the only one who can transport a family member for tests, treatment or other related medical matters an employee may use a maximum of three (3) accumulated sick leave days per year for those purposes, or up to four (4) days, by mutual agreement where out of town travel is required.

#### 10.11 Employee Accident Repayment

Where an employee is involved in an accident and as a result is paid sick leave during absence from work, any designated sick leave or wage compensation recovered from an insurer or court award shall be repaid by the employee to the Employer. The Employer shall thereupon reinstate the days of sick leave credit used, if any, as represented by the repayment.

## **ARTICLE 11 – EMPLOYEE BENEFITS**

### 11.01 Benefits Eligibility and Coverage

All regular employees who are in posted positions of seventeen and one-half (17 ½) or more hours per week will be eligible for benefits as described below. Enrollment in the benefits plans will commence on the first of the month following the date of appointment as a regular employee.

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

#### a) Medical Services Plan (MSP)

The Employer will provide the Medical Services Plan in accordance with the terms of the plan.

#### b) Dental Plan

The Employer will pay eighty percent (80%) and the regular employee twenty percent (20%) of the premiums of the Dental Plan.

The plan coverage will be:

Plan A – one hundred percent (100%)

Plan B – sixty percent (60%)

Plan C – fifty percent (50%)

#### c) Extended Health

The Employer will pay one hundred percent (100%) of the premium of the Extended Health Benefits plan.

#### d) Group Life Insurance

The Employer will pay one hundred percent (100%) of the Group Life Insurance premium. This Group Life Insurance will provide coverage calculated at 2.35 times annual basic earnings rounded to the next higher \$1,000 if not already a multiple of \$1,000. Maximum \$200,000.

## 11.02 Employee Benefits Coverage While on Sick Leave

In the case of absence for illness or accident (Worksafe BC), the Employer will pay the premiums for medical, dental, extended health, group life and AD&D for a maximum of six (6) months from the commencement of the illness or accident. Thereafter the employee may pay the full premiums through the employer provided it is permissible under the plan by paying the premiums one (1) month in advance.

## 11.03 Long-Term Disability (LTD)

All regular employees, as defined by the Public Education Benefits Trust (PEBT) Long Term Disability (LTD) Plan, shall participate in the CORE PEBT LTD plan. This CORE PEBT LTD plan shall be at no cost to the Employer or the employee.

Employees will pay 100% of the premium to maintain the top up on the current provincial LTD program, through the Public Education Benefits Trust (PEBT). The elimination period for LTD benefits is one hundred and twenty (120) calendar days from the start of authorized sick leave exclusive of unscheduled summer months.

## 11.04 Municipal Pension Plan

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

## 11.05 Payment in Lieu of Benefits

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

## 11.06 Benefit Summary

<b>Benefit</b>	<b>Cost Sharing</b>
Medical Services Plan	100% Employer
Extended Health	100% Employer
Dental Plan	80% Employer and 20% Employee
Life Insurance	100% Employer
LTD Core	100% Employer
LTD Core Top Up	100% Employee

## **ARTICLE 12 – SENIORITY**

### 12.01 Role of Seniority

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

### 12.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in April and November of each year.

### 12.03 Probation

A newly hired employee shall be on probation for a period of sixty-five (65) shifts worked from the date of hiring. During the probationary period the employee shall be entitled to all rights and benefits of this Agreement unless specified otherwise, after completion of the probationary period, seniority shall be effective from the original date of employment, or as per Article 1.02.

### 12.04 Temporary Employee's Seniority

A temporary employee's seniority shall commence on the first day of work in the sixty (60) working shifts within the twelve (12) month qualifying period. Temporary employees qualify for thirteen-point four percent (13.4%) payment on their gross pay to compensate for holidays, vacations, benefit premiums and paid leaves of absence.

### 12.05 No Loss of Seniority

Employees shall not lose seniority rights if they are absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer.

Rejection of a position that involves travel in excess of one hundred (100) kilometres round trip from the employee's home shall be treated as good and sufficient cause by both parties and shall not result in loss of seniority for the affected employee or employees.

## 12.06 Loss of Seniority

Employees shall only lose seniority in the event they:

- (a) are discharged for just cause and are not reinstated.
- (b) resign and submit their resignation in writing.
- (c) are absent from work in excess of two (2) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- (d) fail to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address and telephone number.
- (e) are laid off for a period longer than one (1) year.

## 12.07 Transfer Outside of the Bargaining Unit

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

## 12.08 Merger or Amalgamation

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

## 12.09 Operational Transfers

Employees may be transferred from one school to another, if such a transfer is considered expedient by the Employer in order to expedite the over-all cleaning, maintenance or heating work in the School District for a period not in excess of sixty (60) days, and after consultation with the Union, and, if the transfer is to be of a permanent nature, subject to the provisions of Article 12 of this Agreement. If an employee transferred on a temporary basis, sixty (60) working days or less, is required to travel out of the Municipality in which he normally works to effect such temporary transfer, the Employer agrees to provide transportation for the



employee from one Municipality to the other for the duration of the temporary transfer, or in lieu of providing such transportation, the Employer shall pay such employee required to use their own means of transportation at the mileage rate set out in Board Policy for Trustees on School Board business.

#### 12.10 Transfers

By mutual agreement between the Employer and the Union, an employee may be transferred from one position to another in the same classification within the school district:

- a) To eliminate the need for a layoff or
- b) In cases where there is a duty to accommodate or
- c) Where findings of workplace harassment or bullying have been made.

The transfer will not involve travel of more than 100 kilometers round trip from the employee's home, unless by mutual agreement.

#### 12.11 Supervisors and Crossing Guards

1. That the terms and conditions of the present CUPE contract apply to Supervisors and Crossing Guards except as amended:
  - a) Seniority for regular Supervisors and Crossing Guards is applied on a Supervisor/Crossing Guard classification only basis. Seniority shall be accumulated in hours and be effective from the date of employment and maintained as a separate list.
  - b) Temporary Supervisors and/or Crossing Guards shall not accumulate seniority and shall not be entitled to special consideration by right of seniority.
  - c) Employees shall be entitled to use their seniority for the following purpose only:
    - call to work within the above classification
  - d) Seniority accumulated as a Supervisor and/or Crossing Guard shall not be considered in job postings for other job classifications within the bargaining unit although any such employee who applies shall be given the same consideration as other non seniority-rated applicants.

- e) When a Supervisor and/or Crossing Guard is the successful applicant to a regular position, their seniority within this classification shall be converted and back dated to a calendar date upon successful completion of the probationary period based on the following formula:

80 hours worked = 1 month seniority.

2. Regular employees who are successful applicants for the position of Supervisor and/or Crossing Guard shall be subject to the terms and conditions as listed in this Article if the employer permits employees to hold more than one job.
3. It is recognized that teachers and administrative officers may also provide supervision pursuant to the School Act.

## **ARTICLE 13 –POSTINGS AND STAFF CHANGES**

### 13.01 Job Postings and Vacancies

When a vacancy occurs or a new position is created, the Employer shall notify the Union in writing and post notice of the position on all bulletin boards and electronically for a minimum of four (4) working days so that all members will know about a vacancy or new position. Variations to the time period for postings can be changed by mutual agreement.

Vacancies, if they are to be filled, or new positions must be posted within ten (10) days of the vacancy or creation. Copies of the posting will be emailed to laid off and temporary employees who are not at work and therefore unable to see the posting.

#### a) Increase in Hours

Should the Employer require an increase in hours in a posted position that would result in an increase of twelve percent (12%) or more, then that position shall be reposted.

#### b) Temporary Vacancies

Temporary vacancies of thirty (30) worked shifts or more duration will be posted as temporary vacancies. If the temporary vacancy was created by a regular employee being absent due to illness, WorkSafeBC or leave of absence, the absent employee must give two (2) weeks notice of his return to work. Vacancies of less than thirty (30) worked shifts need not be posted and shall be filled in accordance with Letter of Understanding No. 2 Call-Out Procedure for Casual Work Assignments.

### 13.02 Filling Vacancies

#### a) Regular Employees Given Preference

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

b) Senior Qualified Temporary

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

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

### 13.03 Education Assistant Vacancies

An expedited staffing process will be used during May and June in preparation for the next school year and during September to fill all new and vacant positions in an operationally efficient manner.

1. Layoff and Bumping

- a) During the May, June and September period, employees who are laid off will be provided with notice of lay off as per Article 15.03.
- b) Layoff notices and a summary of the existing and vacant Education Assistant positions by school will be posted electronically at the same time layoff notices are given.
- c) Laid off employees will have bumping rights which they will be required to exercise within two (2) working days of receiving notice of layoff.

2. Staffing Meetings

Following the conclusion of the bumping process and/or the creation of new positions, all new and vacant positions will be identified and posted electronically in preparation for the spring staffing meeting held on the second Friday in June and the fall staffing meeting held on the third Friday in September.

Available EA positions shall be filled in the spring and fall staffing meetings as follows:

- a) New and vacant positions will be filled on the basis of seniority providing those present at the meeting have the necessary qualifications as per Article 12.01.
- b) Resulting vacancies shall be filled from those participating in this process in person, by teleconference or by letters of intent. EAs will move to their new positions on Monday following the September staffing meeting.
- c) New postings created after the September staffing meeting will be filled on a temporary basis until the end of that school year. If these new postings are determined to be ongoing positions for the subsequent school year they will be posted and filled at the staffing meeting the second Friday of June.
- d) After the September staffing meeting and until the spring staffing process Education Assistants may apply and move to EA postings if the position is an increase of more than one hour of the hours presently being worked.

Upon mutual agreement this expedited process may be customized for use in other classifications to assist in the staffing process.

Variations to this process will be made by mutual agreement.

#### 13.04 Combining Positions

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

##### a) Dual Roles

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

##### b) Two Posted Positions

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

- ii) An employee holding two posted positions will not exceed 8 hours work within a 12- hour period.
- iii) In the event of a reduction of hours of 12% or more or elimination of a job the employee will be allowed to bump if their primary position is affected. Primary position means the job with the most hours or the first job held if the hours are equal.

### 13.05 Definitions

Promoted – an employee moves from one position to a position with a higher rate of pay.

Demoted – an employee moves from one position to a position with a lower rate of pay.

Transferred – an employee moves from one position to a position with the same rate of pay.

### 13.06 Posting Content

Notice of postings shall contain the following information:

Nature of position, required qualifications, knowledge, education and skills, shift, wage or salary. Applications must be made in writing. Such qualifications may not be established in an arbitrary or discriminatory manner. All job posting notices will include date of issuance of posting, a closing date for the posting and the assigned work site.

### 13.07 Role of Seniority

Role of seniority in promotions and transfers:

Both parties recognize:

- (1) the principle of promotion within the service of the Employer.
- (2) that job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 12.01.

### 13.08 Trial Period/Right to Revert

The successful applicant shall be placed on trial for a period of sixty-five (65) shifts worked provided the new position involves a change of classification.

Conditional on satisfactory service, the employee shall be declared permanent after the period of sixty-five (65) shifts worked. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he shall be returned to his former position, wage or salary rate and without loss of seniority. Employees will be informed in writing as to why they were unsuccessful in the trial period. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his former position, wage or salary rate, without loss of seniority.

An employee in a trial period has the right to revert to his former position within the first ten (10) working days of the trial period. If the former position no longer exists then the employee will exercise his seniority rights.

If an employee chooses to revert back the Employer shall offer the position to the next senior qualified employee who applied for the position.

All other employee movement as a result of the initial appointment shall be reversed.

### 13.09 Consideration for Postings

When there are no qualified internal applicants, consideration for postings will be given to the senior applicant who does not possess the required qualifications or certification, but is preparing for qualification or certification prior to filling of the vacancy. Such employee will be given a trial period to qualify within four (4) months unless otherwise mutually agreed, and to revert to his former position if the required qualifications or certifications are not met within such time. This clause shall not apply where certificates are mandatory for initial placement in the vacancy.

### 13.10 Notice of Appointment

Within the first week of each month, a listing of all successful applicants for postings issued the previous month will be posted electronically and emailed to the Union. The Union shall be notified of all appointments, hirings, layoffs, transfers and terminations of employment.

### 13.11 Course of Instruction

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

### 13.12 Notification of Qualifications

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

### 13.13 Duty to Accommodate

The Union, the employee affected, and the Employer agree to consult and cooperate on issues relating to the duty to accommodate. The Parties recognize the requirements to comply with the Human Rights Code and the Labour Relations Code for an accommodation.

### 13.14 Job Descriptions

The Employer agrees to develop and maintain job descriptions for all positions and classifications for which the Union is the bargaining agent. The descriptions will become the recognized job descriptions when signed by both the Union and Management.

### 13.15 Changes to Existing Classifications

Existing classifications and rates of pay shall not be eliminated or changed without consultation with the Union.

### 13.16 Employee Familiarization

Wherever possible employees new to a position will be given an adequate period of familiarization. In any event Education Assistants with Level 2 students or equivalent will be given a minimum of one (1) shift with a qualified individual.



## **ARTICLE 14 – GENERAL PROVISIONS**

### 14.01 Tools

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

### 14.02 Apprenticeship Training Program

The Employer agrees in accordance with the Regulations of the Apprenticeship Branch to implement, where possible, an apprenticeship program in the District.

### 14.03 Clothing Allowance

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

Coveralls, wherever needed, shall be made available in all areas.

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

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

### 14.04 Personal Expenses

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

## **ARTICLE 15 – ROLE OF SENIORITY IN LAY-OFFS**

### 15.01 Lay-off Order

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

### 15.02 Recall

Employees shall be recalled to casual assignments in the order of seniority provided they can adequately perform the work available, in accordance with Letter of Understanding No.2.

### 15.03 Notice of Lay-off

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

### 15.04 Union Executive

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

### 15.05 Benefits on Lay-off

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

### 15.06 Grievance Procedure

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

### 15.07 Order of Bumping

Regular employees, when lay-off occurs, will have the right to bump, bargaining-unit-wide, any employee with less seniority, providing they can adequately perform the job. The temporary employees, when lay-off occurs, will have the right to bump, bargaining-unit-wide, any temporary employee with less seniority, providing they can adequately perform the job.

### 15.08 Reduction of Hours

Should the Employer require a reduction of hours that would result in a twelve percent (12%) or more reduction of the incumbent's hours during the previous five (5) years, the employee has the following options:

- (a) accept the reduction and remain in the position
- (b) have the right to exercise his seniority to bump as per Article 15.07 and 15.10.

If an individual has already been reduced by twelve (12%) percent or more, any further reduction will allow bumping to occur and the changed position will be reposted.

### 15.09 Temporary Employees

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

### 15.10 Length of time for Bumping Rights

Any bumping rights contained in this Article must be exercised within five (5) working days of receiving notice of lay-off. Bumping rights for Education Assistants during May, June and September are covered by Article 13.03 Education Assistant Vacancies.

### 15.11 Treatment of Employees on Recall

Employees given lay-off notice and accepting lay-off rather than exercising any bumping rights will be subject to first recall on all casual assignments according to Letter of Understanding No. 2, providing they can adequately perform the work available.

## **ARTICLE 16 – DISMISSAL AND RESIGNATION**

### 16.01 Dismissal for Just Cause

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

### 16.02 Notice of Termination

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

### 16.03 Resignation

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

### 16.04 Representation

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

### 16.05 Records of Offense

Records that have been listed for over an eighteen (18) month period will be withdrawn providing there has not been a continuation of an offence or if they involve harm to a child. Only those records of more than eighteen (18) months shall be deleted.

### 16.06 Access to Personnel Files

All employees shall have the right, after reasonable notice, to review their personnel files in the presence of an Employer representative during regular office hours, but on the employee's own time. Reasonable requests for photocopies of documents in the file shall be supplied by the Employer.

## **ARTICLE 17 – SAFETY**

### 17.01 Cooperation

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

### 17.02 Representation

A Safety Committee shall be established and comprised of three (3) representatives appointed by the Employer and three (3) representatives of the Union.

### 17.03 Meetings

The Safety Committee shall hold meetings as requested by the Union or by the Employer and all unsafe or dangerous conditions shall be taken up and dealt with at such meetings.

### 17.04 Minutes

Minutes of all Safety Committee meetings shall be kept and copies of such minutes shall be sent to the Employer and the Executive of the Union.

### 17.05 Tools, Equipment and Clothing

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

### 17.06 Remuneration

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

### 17.07 Workers' Compensation Act Recognition

Both the Union and the Employer recognize the Workers' Compensation Act and associated rules and regulations.

### 17.08 Safety Training

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

### 17.09 Communicable Disease

The Safety Committee is also charged with reviewing the impact of serious communicable diseases and what assistance the Employer might provide to protect employees in their specific environment.

### 17.10 Boot Allowance

Upon production of receipt, the Employer will reimburse each Repairperson, Tradesperson and Certified Journeyman up to one hundred and twenty five (\$125.00) per year or two hundred and fifty (\$250.00) every two (2) years as a boot allowance. It is recognized that these tradespersons must purchase and wear safety-toed boots.

## **ARTICLE 18 – LABOUR MANAGEMENT COMMITTEE**

### 18.01 Representation

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

### 18.02 Objectives

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

### 18.03 Meetings

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

#### Remuneration

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

## **ARTICLE 19 – GRIEVANCE PROCEDURE**

### 19.01 Procedure

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

#### Stage 1

The employee or employees concerned, in person, with a Union representative, shall first seek to settle the dispute with the appropriate Supervisor within forty (40) calendar days after the occurrence of the act or decision giving rise to the dispute.

#### Stage 2

Failing a satisfactory settlement within six (6) working days after the dispute was submitted under Stage 1, the employee or employees concerned, with a Union representative, may submit the dispute, which shall be stated in writing, to the Secretary-Treasurer of the Board, who shall meet with the Union's representative within six (6) days of being requested to so meet.

#### Stage 3

Failing a satisfactory settlement within nine (9) working days after a grievance has been submitted under Stage 2, the dispute may be submitted to the Employer Committee which shall meet with the Union's representative within seven (7) days of being requested to so meet.

#### Stage 4

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

### 19.02 Timelines

Saturdays, Sundays and statutory holidays shall not be counted in determining the time within which any action must be taken under Stage 1.



### 19.03 Grievance by the Employer

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

### 19.04 In Writing Beyond Stage One

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

### 19.05 Policy Grievance

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

### 19.06 Dismissal or Suspension

In the case of a dismissal or a suspension, grievances may be initiated at Stage 2 of the grievance procedure.

### 19.07 Technical Error

It is the intent of both Parties to this Agreement that no grievance shall be defeated merely because of a technical error.

## **ARTICLE 20 – ARBITRATION**

### 20.01 Alternate Dispute Resolution

If the parties mutually agree, alternate dispute resolution provisions of the Labour Relations Code may be invoked instead of the arbitration process contained in this article.

### 20.02 Arbitrator

- a) Either party may refer a difference 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 arbitrated, during the term of the Collective Agreement to arbitration.
- b) All arbitrations shall be heard by a sole arbitrator unless the parties mutually agree to submit a grievance to a three person arbitration board.
- c) If the parties fail to agree upon a sole arbitrator within ten (10) days, the appointment shall be made by the Director of the Arbitration Bureau upon the request of either party. In the event of a three-person panel, if either party fails to appoint a nominee within ten (10) days or if the two (2) nominees fail to agree upon a Chairperson within a further ten (10) days, the appointment shall be made by the Director of the Arbitration Bureau upon the request of either party.

### 20.03 Jurisdiction of Arbitrator

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

### 20.04 Settling Disputes

Except where specifically provided otherwise by statute, the parties agree to abide by the provisions of Articles 19 and 20 as the only means of resolving any differences which may arise during the term of this Agreement. All employees except those discharged or suspended shall continue to work as usual without curtailment or restriction of normal production, and the Employer shall not lock out the employees.

## 20.05 Expenses

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

## 20.06 Witness-Access to Premises

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

## 20.07 Timelines

The procedure for settling disputes as set out in this Article shall be strictly adhered to, but where a dispute involving a question of general application or interpretation occurs, the Employer and the Union may agree to by-pass Stages 1 and 2 of Article 19.01. The time limitations set out in this Article may be extended by mutual agreement of the parties.

## **ARTICLE 21 – HUMAN RIGHTS**

### 21.01 Harassment

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

Sexual harassment shall be defined as any unwanted sexually oriented practice that undermines an employee's health or job practice, or endangers an employee's employment status or potential.

Personal harassment shall be defined as any inappropriate conduct or comment by a person towards a worker that the person knew or reasonably ought to have known would cause that worker to be humiliated, or offended or intimidated, but excludes any reasonable action taken by an employer or supervisor relating to the management and direction of workers or the place of employment in accordance with WorkSafeBC regulation. Complaints of bullying and harassment shall be addressed in accordance with the Respectful Workplace Board policy.

### 21.02 Discrimination

The Employer, Union and employees agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation, gender identity or expression, marital status, or any other grounds protected by the *BC Human Rights Code* nor by reason of their membership in a Labour Union. Employees shall at all times and in like manner act in good faith toward the Employer.

### 21.03 Expedited Harassment & Discrimination Grievance

An employee may initiate a grievance regarding the outcome of their complaint at step two (2) of the grievance procedure. Grievances under this clause shall be handled with all possible confidentiality and dispatch.



**ORIGINAL SIGNATURES ON FILE**

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