

SOURCE	Union		
EFF.	94	01	01
TERM.	95	12	31
No. of EMPLOYEES	129		
NOMBRE D'EMPLOYES	129		

**1994-1995**

**COLLECTIVE AGREEMENT**

**BETWEEN**

**SCHOOL DISTRICT NO. 48  
(HOWE SOUND)**

**AND**

**CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 779**

**JUN 19 1995**

**ENTERED**  
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**1994 -1995**  
**COLLECTIVE AGREEMENT**  
**BETWEEN**  
**SCHOOL DISTRICT NO. 48 (HOWE SOUND)**  
**AND**  
**CANADIAN UNION OF PUBLIC EMPLOYEES**  
**LOCAL 779**

**INDEX**

<b>ARTICLE AND SUBSECTION</b>	<b>PAGE NUMBER</b>
<b>ARTICLE 1: PREAMBLE</b>	<b>1</b>
<b>ARTICLE 2: DEFINITIONS</b>	
2.01	<b>2</b>
<b>ARTICLE 3: RECOGNITIONS AND NEGOTIATIONS</b>	
3.01 Recognition of C.U.P.E.	<b>2</b>
3.02 Right to Have C.U.P.E. Representatives	<b>2</b>
3.03 No Agreements Permitted	<b>3</b>
<b>ARTICLE 4: MANAGEMENT RIGHTS</b>	
4.01 Management Rights	<b>3</b>
<b>ARTICLE 6: NO DISCRIMINATION</b>	
5.01 No Discrimination	<b>3</b>
<b>ARTICLE 6: #1:</b>	
<b>ARTICLE 6: SENIORITY</b>	
6.01 Application of Seniority	<b>3</b>
6.02 Calculation of Seniority	<b>3/4</b>
6.03 Seniority List Posted	<b>4</b>
6.04 Accumulation of Seniority	<b>4</b>
6.05 Loss of Seniority	<b>4</b>

## ARTICLE AND SUBSECTION

## PAGE NUMBER

## ARTICLE 6: #2:

ARTICLE 6:	SENIORITY	5
6.01	Application of Seniority	5
6.02	Calculation of Seniority	5
6.03	Seniority List Posted	5/6
6.04	Accumulation of Seniority	6
6.05	Loss of Seniority	6

## ARTICLE 7: #1:

ARTICLE 7:	LAY-OFF AND RECALL	6
7.01	Lay-Off	6
7.02	Notice	6
7.03	Lay-offs and Bumping	6
7.04	Trial	6/7
7.05	Reduced Hours of Work	7
7.06	Recall Procedure, Verification	7
7.07	Casual or Temporary Position	7
7.08	Short Lay-offs	7
7.09	Grievances	8
7.10	Severance Pay	8
7.11	General Reduction of Hours	8

## ARTICLE 7: #2:

ARTICLE 7:	LAY-OFF AND RECALL	8
7.01	Definition	8/9
7.02	Notice of Bumping	9
7.03	Role of Seniority in Lay Offs	9
7.04	Notice of Lay Off	9
7.05	Reduced Hours of Work	9
7.06	Trial	9
7.07	Employees on Lay Off	9
7.08	Casual or Temporary Position	9/10
7.09	Short Lay Offs	10
7.10	Grievances	10
7.11	Severance Pay	10
7.12	General Reduction of Hours	10
7.13	No New Employees	10

## ARTICLE 8: UNION SECURITY

8.01	Financial Responsibility	11
8.02	Condition of Employment	11
8.03	Dues Deduction	11
8.04	T-4 Slips	11

ARTICLE AND SUBSECTION	PAGE NUMBER
8.05	Notification to New Employees 11
8.06	Initial Employment 11
8.07	Indemnification Clause 12
<b>ARTICLE 9: #1:</b>	
<b>ARTICLE 9: STAFF CHANGES</b>	
9.01	Factors of Appointments 12
9.02	<b>Job Postings</b> 12
9.03	Bulletin Boards 12
9.04	Probation & Trial 12/13
9.05	Appointments Outside Unit 13
9.06	Union Notification 13
9.07	Casual or Temporary to Regular Status 13
9.08	Appointment to Full-Time 13
9.09	Increased Hours 13
<b>ARTICLE 9: #2:</b>	
<b>ARTICLE 9: STAFF CHANGES</b>	
9.01	Factors of Appointments 13
9.02	<b>Job Postings</b> 14
9.03	Bulletin Boards 14
9.04	Probation & Trial 14
9.05	Appointments Outside Unit 14
9.06	Union Notification 14
9.07	Casual or Temporary to Regular Status 15
9.08	Appointment to Full-Time 15
9.09	Increased Hours 15
<b>ARTICLE 10: JOB SECURITY</b>	
10.01	Contracting <del>Out</del> 15
10.02	Work of the Bargaining Unit 15
<b>ARTICLE 11: GRIEVANCE PROCEDURES</b>	
11.01	Recognition of Union Stewards and Grievance Committee 15/16
11.02	<b>Definition</b> of Grievances 16
11.03	Policy Grievance 16/17
11.04	Union and Employer May Institute Grievances 17
11.05	Deviation from Grievance Procedure 17
11.06	Grievance on Safety 17
11.07	Grievance Advancement 17
11.08	<b>Failure</b> to Act Within Time Limits 17
11.09	Written Replies to Grievances 17

<b>ARTICLE AND SUBSECTION</b>	<b>PAGE NUMBER</b>
<b>ARTICLE 12: ARBITRATION PROCEDURE</b>	
12.01 Composition of Arbitration Board	17/18
<b>ARTICLE 13: ALTERNATIVE TO ARBITRATION - SECTION 103 OF THE LABOUR CODE</b>	
13.01 Procedure	18
13.02 Costs Incurred	18
13.03 Explanatory Note	19
<b>ARTICLE 14: DISCIPLINE, SUSPENSION AND DISCHARGE</b>	
14.01 Just Cause and Procedure	19
14.02 Burden of Proof	19
14.03 Adverse Report	19/20
14.04 Right to Have Steward Present	20
14.05 Access to Personal File	20
<b>ARTICLE 15: HOURS AND DAYS OF WORK</b>	
15.01 Full-Time	20
15.02 Part-Time	20
15.03 Ten Month Employees	21
15.04 Weekend Work	21
15.05 Shifts	21
15.06 Outside Organizations, Night Activities	21
15.07 Field Trips and Extracurricular Trips	22
15.08 Permission to Change Shift	22
<b>ARTICLE 16: WORKING CONDITIONS</b>	
16.01 Work Area Changes and Non-Scheduled Bus Runs	22
16.02 Rest Periods	22
<b>ARTICLE 17: WAGES AND OVERTIME</b>	
17.01 Pay Days	22/23
17.02 Overtime; Authority and Notification	23
17.03 Call-Outs	23
17.04 Time Off in Lieu of Overtime	23/24
<b>ARTICLE 18: GENERAL HOLIDAYS</b>	
18.01 General Holidays and Payment	24
<b>ARTICLE 19: ANNUAL VACATION</b>	
19.01 Vacation Period and Minimum Vacation	24/25
19.02 Vacation Entitlement	25
19.03 General Holiday While On Vacation	25

ARTICLE AND SUBSECTION	PAGE NUMBER
<b>19.04</b> Requirement to Take Annual Vacation: Carryover	<b>25</b>
<b>19.05</b> Scheduling of Vacations: Notice	<b>26</b>
<b>19.06</b> Illness While on Vacation	<b>26</b>
<b>19.07</b> Use of Vacation for Emergency	<b>26</b>
<b>ARTICLE 20:</b> SICK LEAVE	
<b>20.01</b> Accrual, Retention and Advances	<b>26/27</b>
<b>20.02</b> Sick Leave Deductions	<b>28</b>
<b>ARTICLE 21:</b> LONG SERVICE, RETIREMENT AND DEATH GRATUITY	
<b>21.01</b> Long Service or Retirement	<b>28</b>
<b>21.02</b> Death Gratuity	<b>28</b>
<b>21.03</b> Disability or Staff Reduction	<b>28</b>
<b>21.04</b> Retirement Interview	<b>28</b>
<b>ARTICLE 22:</b> LEAVE OF ABSENCE	
<b>22.01</b> Negotiation Pay Provisions	<b>29</b>
<b>22.02</b> Union Work	<b>29</b>
<b>22.03</b> Compassionate Leave	<b>29</b>
<b>22.04</b> General Leave	<b>29</b>
<b>22.05</b> Leave for Family Illness	<b>29/30</b>
<b>22.06</b> Court Duty	<b>30</b>
<b>22.07</b> Maternity and Adoptive Leave	<b>30/31</b>
<b>22.08</b> Pallbearer	<b>31</b>
<b>ARTICLE 23:</b> BENEFITS	
<b>23.01</b> General	<b>31/32</b>
<b>23.02</b> Health and Welfare	<b>32</b>
<b>23.03</b> Premiums	<b>32/33</b>
<b>23.04</b> Pensions	<b>33</b>
<b>23.05</b> Early Retirement Incentive	<b>33</b>
<b>ARTICLE 24:</b> GENERAL	
<b>24.01</b> Plural and Feminine Terms Apply	<b>33</b>
<b>24.02</b> Over-Age Employee Provision	<b>33</b>
<b>ARTICLE 25:</b> SUBSTITUTING	
<b>25.01</b> Eligibility and Procedure	<b>33/34</b>
<b>ARTICLE 26:</b> TECHNOLOGICAL CHANGE	
<b>26.01</b> Definition	<b>34</b>
<b>26.02</b> Termination Effects of Technological Change	<b>34</b>
<b>26.03</b> Training	<b>34</b>
<b>26.04</b> Lay Off	<b>35</b>

<b>ARTICLE AND SUBSECTION</b>	<b>PAGE NUMBER</b>
<b>ARTICLE 27: SEXUAL HARASSMENT</b>	
27.01 Definition	35
27.02 Sanctions	35
<b>ARTICLE 28: SAFETY COMMITTEES</b>	
28.01 Safety Committee	35
28.02 Reporting Unsafe Conditions, Safety Equipment & Clothing	35
28.03 Development of Policies Against Violence	35
28.04 First Aid Certificate Allowance	35
<b>ARTICLE 29: SCHOOL BASED BUDGETING</b>	36
<b>ARTICLE 30: JOB CLASSIFICATION AND RECLASSIFICATION</b>	
30.01 Recognized Job Descriptions	36
30.02 No Elimination of Classifications	36
30.03 New Position, New Duties	36
30.04 Rate of Pay	36
<b>ARTICLE 31 : SCHOOL BOARD EQUIPMENT</b>	
31.01 Use of School Board Equipment	36
<b>ARTICLE 32: JOINT CONSULTATION &amp; ADJUSTMENT PLANS</b>	
32.01 Composition	36/37
32.02 Purpose	37
32.03 Meetings	37
<b>ARTICLE 33: TERM OF AGREEMENT</b>	
33.01 Duration and Notice	37
33.02 Mutually Agreed Changes	37
<b>SIGNATORY PAGE</b>	38
<b>SCHEDULE "A" - WAGES AND SALARIES</b>	39/42
<b>SCHEDULE "B" - JOB DESCRIPTIONS</b>	43/51
<b>LETTERS OF UNDERSTANDING:</b>	
1. Joint Job Evaluation	52
2. Expedited Arbitration	52
3. Personal Harassment	52
4. Elimination of Maintenance Supervisor from Bargaining Unit	52
5. Place of Residence- C.M.O.S.	52
6. Health and Safety at Work	52/53
7. Teacher Assistants	53
8. Volunteer Agreement	53/55
9. Custodial Supervisor	56

**AGREEMENT ENTERED INTO BETWEEN:**

THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 48 (HOWE SOUND)

(hereinafter called the 'Employer')

**OF THE FIRST PART**

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL #779  
(HOWE SOUND SCHOOL EMPLOYEES UNION)

CHARTERED BY THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND AFFILIATED WITH THE CANADIAN LABOUR CONGRESS

(hereinafter called the 'Union.')

**OF THE SECOND PART**

**ARTICLE 1:**

**PREAMBLE**

WHEREAS it is the desire of both parties to this Agreement to maintain the existing harmonious relations and settled conditions of employment between the Employer and the Union, to promote cooperation and understanding between the Employer and its staff, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages;

It shall be the duty of every employee to perform their work diligently, faithfully and to the best of their ability and to keep the best interests of the Employer foremost in the execution of their duties.

AND WHEREAS it is now thought desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement;

THEREFORE, this Agreement witnesses that the parties agree as follows:



**ARTICLE 2:**

**DEFINITIONS**

**2.01**

**Employees**

- a) 'employee' is a person who is employed full or part-time by the Employer and falls within the defined bargaining unit.
- b) "regular employee" is an employee who has successfully completed the probationary period and who is employed on a regular basis.
- c) 'probationary employee' is an employee who is serving the probationary period.
- d) "casual employee" is an employee employed on an unscheduled basis for relief work which duration is not expected at the time of availability of work to exceed **twenty(20)** working days. Casual employees are not entitled to benefits under this Agreement except as provided by Statute.
- e) (i) "temporary employee" is an employee employed on a scheduled basis to augment the regular staff or for relief work which is expected to exceed **twenty(20)** working days but will not exceed **six(6)** calendar months. The time limit may be extended by mutual agreement of the parties. In the case where a temporary employee is replacing someone on leave of absence, a temporary appointment can be up to **ten(10)** months.  
  
(ii) temporary employees shall be entitled to benefits in this Agreement if the position exceeds **six(6)** months.  
  
(iii) temporary employees who successfully bid to a regular position shall be considered on a trial basis in accordance with this Agreement if the regular position is in the same classification.

**ARTICLE 3:**

**RECOGNITION AND RELATIONS**

**3.01**

**Recognition of C.U.P.E.**

The Employer or anyone authorized to act on its behalf, recognizes the Canadian Union of Public Employees, **Local No. 779** as the sole **collective** bargaining agency for its employees classified and **covered** by this Agreement, and hereby consents and agrees to negotiate with the Union and any authorized committee thereof, in any and all matters affecting the relationship between the parties to this Agreement, looking **towards** a peaceful and amicable settlement of any differences that may arise between them.

**3.02**

**Right To Have C.U.P.E. Representatives**

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such **representative(s)/advisor(s)** shall have access to the Employer's premises in order to investigate and **assist** in the settlement of a grievance. Where the investigation takes place in a school, the Union shall first obtain the permission of the Secretary-Treasurer of the Employer.

**3.03**

**No Agreements Permitted**

No employee shall be required or permitted to make a written or verbal agreement with the Employer or Employer's representatives which may conflict with the terms of this Agreement.

**ARTICLE 4:**

**MANAGEMENT RIGHTS**

**4.01**

**Management Rights**

The Union recognizes that it is the right of the Employer to exercise the regular and customary function of management and to direct the working forces, subject to the terms of this Agreement.

The selection of working bosses shall be entirely a matter for the Employer's discretion.

**ARTICLE 5:**

**NO DISCRIMINATION**

**5.01**

**No Discrimination**

The Employer and the Union in their respective roles, 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, recall, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, marital status, place of residence, nor by reason of membership or activity in the union.

**ARTICLE 6: #1:**

**EFFECTIVE UPON SIGNING OF AGREEMENT:**

**ARTICLE 6:**

**SENIORITY**

**6.01**

**Application of Seniority**

Seniority shall operate on a bargaining unit wide basis.

**6.02**

**Calculation of Seniority**

The seniority list dated December 31, 1993 shall be used as the base for determining the accumulations as at that date.

- a) Seniority is the number of assigned or extra (but not overtime) accumulated hours of service paid as an employee in the bargaining unit from the date of commencement of the probation period. Seniority is credited to the start of the probationary period upon completion of probation.
- b) The Employer shall maintain a list showing each regular employee's seniority; and date probation commenced. Where two(2) or more employees have the same seniority accumulated, the employee with the earlier probation date shall be considered senior.

- c) A casual or temporary employee may use time worked during the immediately preceding **twelve(12)** month period as if seniority for the purposes of bidding into posted positions.

**6.03**

**Seniority List Posted**

- a) The seniority list shall be sent to the Union and posted on bulletin boards as soon as is practicable after the end of the months of August and February.
- b) In the event the Union or an employee disagrees with the seniority list, such disagreement **will** be drawn to the Employer's attention in writing within **thirty(30)** calendar days.

**6.04**

**Accumulation of Seniority**

An employee shall accumulate seniority as set out in **6.02 (a)** of this Article during the following absences:

- a) authorized leave of absence with pay, including sick leave, negotiations and grievances;
- b) authorized leave of absence without pay provided the leave is for **five(5)** working days or less in any one instance;
- c) employee's paid vacation and paid general holidays; those employees working less than full time, and all ten month employees, shall accumulate hours of seniority according to vacation entitlement for years of service as set out in Article **19.01 (b)** and **19.02 (a)**;
- d) absences while on Worker's Compensation benefits;
- e) maternity, adoption leave for a maximum period of **eighteen(18)** weeks; parental leave for a maximum period of **fourteen(14)** weeks;
- f) leave of absence for jury and/or court duty;
- g) absence while on Long Term Disability for a maximum of **two(2)** years.

**6.05**

**Loss of Seniority**

The employee shall lose all seniority and shall no longer be an employee if the employee:

- a) resigns;
- b) is discharged for just cause;
- c) has been on lay off for **eighteen(18)** months;
- d) fails to **comply** with the **terms** of the recall provision of this Agreement;
- e) elects to be paid severance pay.

ARTICLE 6: #2:                    EFFECTIVE UPON COMPLETION OF JOB EVALUATION:

ARTICLE 6:                        SENIORITY

**6.01**                                Application of Seniority  
Seniority shall operate on a bargaining unit wide basis.

**6.02**                                Calculation of Seniority  
The seniority list dated December **31, 1993** shall be used as the base for determining the accumulations as at that date.

- a) Seniority is the number of assigned or extra (but not overtime) accumulated hours of service paid as an employee in the bargaining unit from the date of commencement of the probation period. Seniority is credited to the start of the probationary period upon completion of probation.
- b) The Employer shall maintain a list showing each regular employee's seniority; and date probation commenced. Where **two(2)** or more employees have the same seniority accumulated, the employee with the earlier probation date shall be considered senior.
- c) A casual or temporary employee may use time worked during the immediately **preceeding twelve(12)** month period as if seniority for the purposes of bidding into posted positions.

**6.03**                                Seniority List Posted  
a) The seniority list shall be sent to the Union and posted on bulletin boards as soon as is practicable after the end of the months of August and February.  
b) In the event the Union or an employee disagrees with the seniority list, such disagreement will be drawn to the Employer's attention in writing within **thirty(30)** calendar days.

**6.04**                                Accumulation of Seniority  
An employee shall accumulate seniority as set out in **6.02** (a) of this Article during the following absences:  
a) authorized leave of absence with pay, including sick leave, negotiations and grievances;  
b) authorized leave of absence without pay provided the leave is for **five(5)** working days or less in any one instance:  
c) employee's paid vacation and paid general holidays; those employees working less than full time, and all ten month employees, shall accumulate hours of seniority **according** to vacation entitlement for years of service as set out in Article **19.01 (b)** and **19.02 (a)**;  
d) absences while on Worker's Compensation benefits;

- e) maternity, adoption leave for a maximum period of **eighteen(18)** weeks; parental leave for a maximum period of **fourteen(14)** weeks;
- f) leave of absence for jury and/or court duty;
- g) absence while on Long Term Disability for a **maximum of two(2)** years.

**6.05**

**Loss of Seniority**

The employee shall lose all seniority and shall no longer be an employee if the employee:

- a) resigns;
- b) is discharged for just cause;
- c) has been on lay off for **eighteen(18)** months;
- d) fails to comply with the terms of the recall provision of this Agreement;
- e) elects to be paid severance pay.

**ARTICLE 7: #1:**

**EFFECTIVE UPON SIGNING OF AGREEMENT:**

**ARTICLE 7:**

**LAY OFF. RECALL AND SEVERANCE PAY**

**7.01**

**Lay Off**

In the event of a reduction in the workforce, the Employer shall give written notice to those regular employees to be laid off.

**7.02**

**Notice**

One month's notice of lay off, or pay in lieu thereof, shall be given. An employee who wishes to bump any other employee shall advise the Employer of their decision within **five(5)** working days of receipt of the layoff notice. An employee who is bumped shall be laid off with notice, or pay in lieu thereof, to the end of the notice period of the bumper, and shall advise the Employer in writing of a decision to bump another employee within **five(5)** working days of receipt of the lay off notice.

Seniority, for purposes of being applied for layoff and bumping, shall be calculated up to and including the day of the giving of the Notice of Lay Off or Bumping as provided in this Article.

**7.03**

**Lay Offs. Bumping**

Subject to fitness, ability, job efficiency, relevant qualifications for the new position, and experience with the Employer, the Employer agrees that in the event of a lay off, the employee laid off shall have the opportunity of bumping any other employee with less seniority, and employees so bumped may under the Same conditions bump any other employee with less seniority.

**7.04**

**Trial**

An employee who bumps another shall be appointed subject to Article 9.04 (Probation and Trial) of this Collective Agreement, except that if

the trial is not successful the employee on trial shall be laid off without notice. It is agreed the trial period will contain a period of orientation to the position.

**7.05** Reduced Hours of Work

Where there is a reduction in an employee's hours of work, the employee shall be entitled to the same rights as if laid off.

**7.06** Recall Procedure, Verification

Employees shall be recalled in the order of their seniority subject to fitness, ability, job efficiency and experience with the Employer. An employee with recall to employment rights shall be recalled to a vacant position, with comparable hours, in the job category from which they were laid off, when one becomes available. Comparable hours shall mean a job vacancy of the same hours or **one(1)** hour greater of the shift worked per day.

Employees laid off, and who fail to return to work within **fourteen(14)** days after being notified by registered mail (sent to the employee's last known address) to do so, shall be considered to be out of service and forfeit all seniority rights unless through sickness, or other cause, upon satisfactory evidence being presented to the Employer. Employees who are personally contacted must notify the Employer within **five(5)** days or forfeit the rights referred to.

Laid off employees shall be advised of all **job postings** pursuant to Article 9.02 and will be afforded the opportunity to apply for positions for a period of **eighteen(18)** months from date of lay off.

It is the responsibility of the employee to ensure a current address is on file with the Employer.

**7.07** Casual or Temporary Position

- a) An offer by the Employer of **casual** work does not affect the seniority rights of an employee on layoff, whether the offer is accepted or not.
- b) Employees on layoff who accept casual work or are appointed to a temporary position shall continue to **accrue** seniority for the hours worked in these capacities.
- c) Employees on lay off who accept casual work or who are appointed to a temporary positions shall have their seniority rights for the purposes of re-employment extended by the number of days worked.

**7.08** Short Lay Offs

This Article (Article 7) does not apply to lay offs necessitated by **circumstances** beyond the control of the Employer, which are **ten(10)** working days or less in duration, but the Employer will re-assign employees wherever possible.

**7.09**

Grievances

Grievances concerning lay offs and recall shall be initiated at Step 2 of the grievance procedure.

**7.10**

Severance Pay

- a) A regular employee who is laid off and who is not eligible for payments under Article 21 may, relinquishing re-employment rights, elect to be paid severance pay in accord with the following schedule:
  - (i) Two(2) weeks' pay where the employee has completed at least six(6) months' consecutive service;
  - (ii) After the completion of three(3) years' consecutive service, one(1) additional week's pay; and for each subsequent completed year of consecutive service, an additional week's pay; up to a maximum of eight(8) weeks' pay in total.
- b) A "week's pay" means the pay for the normal assignment work week of the employee involved at the rate in effect on the effective date of the lay-off.
- c) The election by the employee to be paid severance pay must be made and the Employer advised within ninety(90) days of the effective date of the lay off.
- d) For purposes of this Article, ten month employees and part-time employees are not considered to be laid off on those work days when not regularly assigned to work.

**7.11**

General Reduction of Hours

The lay off provisions of Article 7 do not apply or become operative by way of a general reduction of hours of work.

ARTICLE 7: #2:

**EFFECTIVE UPON COMPLETION OF JOB EVALU/**

ARTICLE 7:

LAY OFF, RECALL AND SEVERANCE PAY

**7.01**

Definition

A lay off shall be defined as a reduction in the work force or a reduction in the regular hours of work as an employee as defined in this Agreement.

**7.02**

Notice of Bumping

An employee who wishes to bump any other employee shall advise the Employer of their decision within five(5) working days of receipt of the lay off notice. An employee who is bumped shall be laid off with notice, or pay in lieu thereof, to the end of the notice period of the bumper, and shall advise the Employer in writing of a decision to bump another employee within five(5) working days of receipt of the lay off notice,

Seniority, for purposes of being applied for lay off and bumping, shall be

calculated up to and **including** the day of the giving of the Notice of Lay Off or Bumping as provided in this Article.

**7.03**                    Role of Seniority in Lay Offs

Both Parties recognize that job security shall increase in proportion to length of seniority. An employee about to be laid off may exercise their seniority rights and bump any employee with less seniority providing the employee exercising the right is capable pursuant to Article 9.01 to perform the work of the less senior employee. The right to bump shall include the right to bump up.

**7.04**                    Notice of Lay Off

**One(1)** month written notice of lay off, or **one(1)** month written notice of a reduction in an employee's hours of work, or pay in lieu thereof shall be given to employees about to be laid off. Copies of such notice will be given to the Union.

**7.05**                    Reduced Hours of Work

Where there is a reduction in an employee's hours of work, the employee shall be entitled to the same rights as if laid off.

**7.06**                    Trial

An employee who bumps another shall be appointed subject to Article 9.04 (Probation and Trial) of this Collective Agreement, except that if **the** trial is not successful the employee on trial shall be laid off without notice. It is agreed the trial period will contain a period of orientation to the position.

**7.07**                    Employees on Lay Off

- a) Employees on lay off shall be advised of all job **postings** pursuant to Article 9.02 and will be afforded the opportunity to apply for positions for a period of **eighteen(18)** months from the date of the lay off.
- b) Employees on lay off shall retain their seniority for the **eighteen(18)** months for seniority purposes of Article 9.01.
- c) If a laid off employee is awarded a position they must report to the position within **fourteen(14)** days of being notified by registered mail. Failure to do so without sufficient cause shall result in the forfeiture of all seniority rights under this Article.
- d) It is the responsibility of the employee to ensure a current address is on file with the Employer.

**7.08**                    Casual and Temporary

- a) An offer by the Employer of casual work does not affect the seniority rights of an employee on lay off, whether the offer is accepted or not.
- b) Employees on lay off who accept casual work or are appointed to a



temporary position shall continue to **accrue** seniority for the hours worked in these capacities.

- c) Employees on lay off who accept casual work or who are appointed to a temporary position shall have their seniority rights for the purposes of re-employment extended by the number of days worked.

**7.09**

Short Layoffs

This Article (Article 7) does not apply to lay offs necessitated by circumstances beyond the control of the Employer, which are **ten(10)** working days or less in duration, but the Employer **will** re-assign employees wherever possible.

**7.10**

Grievances

Grievances concerning lay offs and recall shall be initiated at Step 2 of the grievance procedure.

**7.11**

Severance Pay

- a) A regular employee who is laid off and who is not eligible for payments under Article 21 may, relinquishing re-employment rights, elect to be paid severance pay in accord with the following schedule:
  - (i) **Two(2)** weeks' pay where the employee has completed at least **six(6)** months' consecutive service;
  - (ii) After the completion of **three(3)** years' consecutive service, **one(1)** additional week's pay; and for each subsequent **completed** year of consecutive service, an additional week's pay; up to a maximum of **eight(8)** weeks' pay in total.
- b) A "week's pay" means the pay for the normal assignment work week of the employee involved at the rate in effect on the effective date of the lay-off.
- c) The election by the employee to be paid severance pay must be made and the Employer advised within **ninety(90)** days of the effective date of the lay off.
- d) For purposes of this Article, ten month employees and part-time employees are not considered to be laid off on those work days when not regularly assigned to work.

**7.12**

General Reduction of Hours

The lay off provisions of Article 7 do not apply or become operative by way of a general reduction of hours of work.

**7.13**

No New Employees

New employees shall not be hired until those laid off have been given the opportunity to apply for the position.

**ARTICLE 8:**

**UNION SECURITY**

**8.01**

**Financial Responsibility**

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

**8.02**

**Condition of Employment**

All employees of the Employer shall, as a condition of employment, become and remain members in good standing of the Union according to the constitution and **by-laws** of the union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within **thirty(30)** days of employment.

**8.03**

**Dues Deductions**

The Employer shall, during the life of this Agreement, deduct as a condition of each employee's continued employment, a sum equivalent to dues and initiation fees as set out by the Union.

Deductions shall be made from each pay cheque and shall be forwarded to the Treasurer of the Union not later than the **tenth(10th)** day of the following month, accompanied by a list of the names of employees and the amounts deducted from each.

**8.04**

**T-4 Slips**

At the same time that income tax (**T-4**) slips are made available, the Employer shall include the amount of the union dues paid by each union member in the previous year.

**8.05**

**Notification to New Employees**

The Employer will acquaint new employees being hired for positions for which the Union has been certified, with the **fact** that a Union Agreement is in effect and with the conditions of employment set out in the articles relating to union security and dues check-off and a copy of the Collective Agreement.

The Union will supply the Employer with sufficient quantities of dues check-off authorization forms ( a copy of which is attached to this Agreement), local Union **by-laws** and **C.U.P.E.** constitution, a list of officers of the Union, shop stewards of the Union, and a membership kit. These will be included with all new appointments.

**8.06**

**Initial Employment**

Upon initial employment, **no** person shall be refused membership in the union so as to be disqualified from employment with the Employer.

**8.07**

**Indemnification Clause**

The Board's comprehensive liability insurance provided to the Board under the Provincial "School Protection Program" provides that employees are covered under the heading of "Additional Insured Covered". Should this coverage change, the Parties agree to meet to discuss the situation.

**ARTICLE 9: #1:**

**EFFECTIVE UPON SIGNING OF AGREEMENT:**

**ARTICLE 9:**

**STAFF CHANGES**

**9.01**

**Factors of Appointment**

In making appointments, promotions, transfers and demotions, whether casual, temporary, probationary or regular, job efficiency, fitness, ability, relevant qualifications, and experience with the Employer shall be given first consideration. These things being equal, seniority shall be the deciding factor.

**9.02**

**Job Postings**

When a vacancy occurs or a new position is created within the bargaining unit, the Employer shall notify the Union in writing and post notice of the position in the Employer's offices, shops and bulletin boards for a minimum of ~~ten~~(10) days.

Such posting and notice shall contain the following information:

- a) Name of position;
- b) Summary of duties;
- c) Required qualifications;
- d) Hours of work;
- e) Wage rates;
- f) Location of position;
- g) All job postings shall state; "This position is open to male and female applicants".
- h) The start and end date of the position if temporary.

**9.03**

**Bulletin Boards**

The Employer will install bulletin boards in each school and other work areas to provide the Union with space to post safety committee reports and other information.

**9.04**

**Probation and Trial**

- a) A person hired for a regular position shall serve a probationary period of **thirty(30)** days worked to **determine** competency and suitability, as judged by the Employer for the position and for employment with the Employer. A probationary employee may be released at any time during the probationary period. Upon successful completion of the probationary period, the employee will become a regular employee.
- b) When a regular employee moves to another position, the appointment shall be on a trial basis for **thirty(30)** days worked. If the employee is judged incapable of fulfilling the duties or is dissatisfied with the

position, the employee shall revert to the former position, except in the case of bumping or demotion. Any other employee promoted or transferred as a result of the appointment, shall also be returned to their former position, and any employee who may have been hired may be terminated without notice.

**9.05**                    Amointment Outside Unit  
In the event an employee in the bargaining unit is appointed to a position excluded from the unit, and within a **thirty(30)** working day period, returns to the bargaining unit, the employee shall reassume seniority as at the time of leaving. The time spent outside the unit shall be counted for increment and vacation purposes.

**9.06**                    Union Notification  
The Union shall be notified of all promotions, increased hours, reductions, demotions, hirings, lay offs, transfers, recalls, resignations, retirements, deaths or other terminations of employment within **four(4)** working days of the occurrence.

**9.07**                    Casual or Temporary to Regular Status  
In the event a casual or temporary employee becomes a regular employee, length of service for applicable benefits will be calculated from the beginning date of the probationary period.

**9.08**                    Appointment to Full-Time  
When a regular part-time employee is appointed to a regular full-time position, all accumulated sick leave, annual vacation, and seniority benefits shall carry over.

**9.09**                    Increased Hours  
If more working hours are provided in a school or department, the Employer shall decide to either:

- a) post the hours as a new position; or
- b) offer, by seniority to available, capable, part-time employees already on the staff of the school or department to increase the employee's hours of work by these additional hours. If the employee concerned refuses to accept these additional hours, the Employer shall post such hours as a new position.

**ARTICLE 9: #2:**                    **EFFECTIVE UPON COMPLETION OF JOB EVALUATION:**

**ARTICLE 9:**                    **STAFF CHANGES**

**9.01**                    Factors of Amointment  
In making promotions and transfers the required knowledge, ability and skills shall be the primary **consideration** and where **two(2)** or more applicants possess the required knowledge, ability and skills, the length of service with the Employer shall be the determining factor.

**9.02**

**Job Postings**

When a vacancy occurs ~~or~~ a new position is created within the bargaining unit, the Employer shall notify the Union in writing and post notice of the position in the Employer's offices, shops and bulletin boards for a minimum of ~~ten~~(10) days.

Such posting and notice shall contain the following information:

- a) Name of position;
- b) Summary of duties;
- c) Required qualifications;
- d) Hours of work;
- e) Wage rate;
- f) Location of position;
- g) All job postings shall state; "This position is open to male and female applicants".
- h) The start and end date of the position if temporary.

**9.03**

**Bulletin Boards**

The Employer will install bulletin boards in each school and other work areas to provide the Union with space to post safety ~~committtee~~ reports and other information.

**9.04**

**Probation and Trial**

- a) A person hired for a regular position shall serve a Probationary period of thirty(30) days worked to determine competency and suitability, as judged by the Employer for the position and for employment with the Employer. A probationary employee may be released at any time during the probationary period. Upon successful completion of the probationary period, the employee will become a regular employee.
- b) When a regular employee moves to another position, the appointment shall be on a trial basis for **thirty(30)** days worked. If the employee is judged incapable of fulfilling the duties or is dissatisfied with the position, the employee shall **revert** to the former position, except in the case of bumping or demotion. Any other employee promoted ~~or~~ transferred as a result of the appointment, shall also be returned to their former position, and any employee who may have been hired may be terminated without notice.

**9.05**

**Appointments Outside Unit**

In the event an employee in the bargaining unit is appointed to a position excluded from the unit, and within a **thirty(30)** working day period, returns to the bargaining unit, the employee shall reassume seniority as at the time of leaving. The time spent outside the unit shall be **counted** for increment and vacation purposes.

**9.06**

**Union Notification**

The Union shall be notified of all promotions, increased hours, **reductions**, demotions, **hirings**, lay offs, transfers, recalls, resignations, retirements, deaths ~~or~~ other terminations of employment within **four(4)** working days of the **occurrence**.

- 9.07**                    Casual or Temporary to Regular Status  
 In the event a casual employee or a temporary employee not already receiving benefits becomes a regular employee, length of service for applicable benefits will be calculated from the beginning date of the probationary or trial period.
- 9.08**                    Appointment to Full-Time  
 When a regular part-time employee is appointed to a regular full-time position, all accumulated sick leave, annual vacation, and seniority benefits shall carry over.
- 9.09**                    Increased Hours  
 If more working hours are provided in a school or department, the Employer shall decide either:
- a)            post the hours as a new position; or
  - b)            offer, by seniority to available, capable, part-time employees already on the staff of the school or department to increase the employee's hours of work by these additional hours. If the employee concerned refuses to accept these additional hours, the Employer shall post such hours as a new position.

**ARTICLE 10: JOB SECURITY**

- 10.01**                    Contracting Out  
 In order to provide job security for the members of the bargaining unit, the Employer will contract out only if the job security of regular staff is not affected.
- 10.02**                    Work of the Bargaining Unit  
 Persons whose regular jobs are not in the bargaining unit shall not perform work (paid or unpaid) on any jobs which are included in the bargaining unit, except for the purposes of instruction, experimenting or emergencies, where regular employees are not available.

**ARTICLE 11: GRIEVANCE PROCEDURE**

- 11.01**                    Recognition of Union Stewards and Officers
- a)            In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of union stewards and officers. An officer or steward shall assist any employee in preparing and presenting a grievance in accordance with the grievance procedure.
  - b)            The Union shall notify the Employer in writing of the names of its officers and stewards before the Employer shall be required to recognize them.

- c) The Employer agrees that stewards and ~~officers~~ shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this Article. No steward or officer shall leave work without obtaining permission of the supervisor or Employer's designee. Permission will not be unreasonably withheld.

## 11.02

### Definition of Grievances and Steps to Resolve

In the event that any difference arises between the parties out of the interpretation, application, operation or any alleged violation of this Agreement, including any difference arising from the discipline or dismissal of any employee and including any question or difference as to whether the matter is arbitrable, such question or difference shall be finally and conclusively settled without stoppage of work in the following manner:

Grievances or differences shall be first taken up within **seven(7)** working days that the grieving party is aware of such grievance or difference. At each step of the grievance procedure the **grievor(s)** shall have the right to be present.

#### Step 1

The employee's union steward and immediate **supervisor** or the Employer's designee shall discuss and attempt to resolve such grievance or difference. Failing satisfactory settlement of the grievance or difference at **Step 1**, the grievance shall be proceeded with at **Step 2**.

#### Step 2

Failing satisfactory settlement at **Step 1** within **five(5)** working days after the grievance or difference was taken up under **Step 1**, the grievance shall be stated in writing, together with the redress sought, and submitted by the Union Executive to the Secretary-Treasurer of the Employer or the Employer's designee. Failing settlement at **Step 2** within **five(5)** working days, the grievance shall be proceeded with at **Step 3**.

#### Step 3

Failing settlement at **Step 2**, such grievance shall be referred to a grievance committee named by the Employer and a grievance committee named by the Union. Each committee shall not exceed **three(3)** persons and, in addition, each committee, if it so desires, may have an advisor in attendance.

#### Step 4

Failing satisfactory settlement at **Step 3** within **five(5)** working days, either Party may refer the grievance to arbitration by notifying the other Party in writing.

## 11.03

### Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, **including** any question as to whether a person is included or excluded from the bargaining unit, or where a group of employees or the Union has a grievance, **Step 1** and **Step 2** of this

Article may be bypassed.

- 11.04**                    Union and Employer May Institute Grievances  
The Employer and the Union shall have the right to initiate a grievance. The Union shall have the right to initiate a grievance on behalf of an employee, or group of employees, as a group grievance. Such a grievance shall be dealt with commencing with Step 2, Article 11.02.
- 11.05**                    Deviation from Grievance Procedure  
After a grievance has been initiated by the Union, the Employer's representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee, without consent of the Union.
- 11.06**                    Grievance on Safety  
An employee, or a group of employees, who is requested to work under unsafe or unhealthy conditions shall have the right to **file** a grievance at Step 2 of the Grievance Procedure for preferred handling.
- 11.07**                    Grievance Advancement  
A dispute shall be submitted to the subsequent step within **five(5)** working days of the conclusion of the time available at the previous step.
- 11.08**                    Failure to Act Within Time Limits  
The time limits fixed in both the grievance and arbitration procedures may be extended by mutual consent of the parties to this Agreement.
- 11.09**                    Written Replies to Grievances  
Responses to grievances at all Steps shall be in writing.

## ARTICLE 12: ARBITRATION PROCEDURE

- 12.01**                    Composition of Arbitration Board
- a)                        When either Party requests that a grievance be submitted to arbitration, the request shall be made in writing, addressed to the other Party of the Agreement. Within **five(5)** days thereafter, each Party shall name an arbitrator to an Arbitration **Board** and notify the other Party of the name and address of its appointee. If the recipient of the notice fails to name an arbitrator, or if the **two(2)** appointees fail to agree upon a chairman within **five(5)** days, the appointment shall be made by the Director of the Collective Agreement Arbitration Bureau (or by the Minister of Labour if appropriate) upon the request of either Party.

Notwithstanding the above provision, when a submission to arbitration has been made, the **two(2)** Parties may agree within **five(5)** days of the submission to submit the matter to a single arbitrator. In such a case, the Parties will choose the arbitrator within a further **five(5)** days. If they cannot agree, either Party may request the Director of the Collective



Agreement Arbitration Bureau (or the Minister of Labour if appropriate) to make the appointment.

- b) No grievance shall be defeated or denied by any formal ~~or~~ technical ~~objection~~. The Board of Arbitration shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision which ~~the~~ Board of Arbitration deems just and equitable.
- c) The decision of the Board of Arbitration shall be final and binding on all Parties, but in no event shall the Board of Arbitration have the power to alter, modify or amend this Agreement in any respect. Should the Parties disagree as to the meaning of the decision, either Party may apply to the Chairman of the Board ~~to~~ reconvene the Board of Arbitration to clarify the decision, which it shall do within ~~three~~(3) days.
- d) Each Party shall pay:
  - 1) The fees and expenses of the arbitrator ~~it~~ appoints;
  - 2) One-half the fees and expenses of the chairman.
- e) At any stage of the grievance or arbitration procedures, 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 arbitrator(s) to have access to any part of the Employer's premises to view the working conditions which may be relevant to the settlement of the grievance.

### ARTICLE 13: ALTERNATIVE TO ARBITRATION - SECTION 103 ~~OF~~ THE LABOUR RELATIONS CODE.

#### 13.01

##### Procedure

If a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, ~~during~~ the term of the Collective Agreement John Kinzie, Vince Ready, Colin Taylor, or a substitute agreed to by the Parties, shall at the request of either Party

- a) investigate the difference;
- b) define the issue in the difference; and
- c) make written recommendations to resolve the difference within thirty (30) days of receipt of the request; and for those ~~thirty~~(30) days from that date, time does not ~~run~~ in respect of the grievance procedure.

#### 13.02

##### Costs Incurred

Each Party to this Agreement shall bear equally the cost incurred for payment of reasonable remuneration, travelling, and out-of-pocket expenses of the person named or the substitute. Application will be made for payment of one ~~third~~ by ~~the~~ Minister of Finance and Corporate Relations.

13.03

**Explanatory Note**

The above provisions of Article 13 are meant to be an alternative to the Arbitration Procedure set out in Article 12.01. It is agreed that the provisions of Article 13 shall be invoked only with mutual agreement of the parties.

**ARTICLE 14: DISCIPLINE, SUSPENSION AND DISCHARGE**

14.01

**Just Cause and Procedure**

- a) An employee may be disciplined or dismissed only for just and reasonable cause and only upon the authority of the Employer, or as provided in the Article dealing with probation. The department head may discipline or suspend an employee with or without pay but shall immediately report such action to the Employer.

Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such dismissal, discipline or suspension.

Just cause shall not include the refusal of an employee to cross the picket line of a legal strike, or refusal of an employee to deal with any business establishment involved in a legal strike. This provision shall be inapplicable to any employee in respect of the employee's refusal to work or to cross such picket line if the employee has permission of the striking union to cross such picket line or to so deal.

- b) Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in the employee's former position, without loss of seniority rating, and shall be compensated for all time lost in an amount equal to the employee's normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the Parties, or the Board of Arbitration if the matter is referred to such a Board.
- c) An employee considered by the union to be wrongfully or unjustly discharged shall be entitled to a hearing under Article 11 - Grievance Procedure, at Step 2.

14.02

**Burden of Proof**

In case of discharge and/or discipline, the burden of proof of just cause shall rest with the Employer. In the subsequent grievance proceedings or arbitration hearing, evidence shall be limited to the grounds stated in the discharge or discipline notice to the employee.

14.03

**Adverse Report**

- a) An employee shall be given a copy of any disciplinary documentation or adverse report placed on the work record in the personnel file for that employee. The employee's reply to such disciplinary documentation or adverse report shall be come part of the work record. An employee wishing to dispute any such entry shall be entitled to recourse through the grievance procedure. When disputes are resolved in favour of the employee, the Employer shall remove all references to the disciplinary documentation or adverse report.

- b) Failure to grieve any previous disciplinary documentation or adverse report or to pursue such a grievance to arbitration, shall not be considered an admission that such discipline was justified.
- c) The record of an employee shall not be used against them at any time after **eighteen(18)** months following a suspension or disciplinary action, including letters of reprimand or any adverse report provided there is no further documentation of discipline within that **eighteen(18)** month period. All adverse reports shall be removed from the file at the request of the employee in writing, any time after **eighteen(18)** months from the incident date.

**14.04**

**Right to Have Steward Present**

An employee shall have the right to have a steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action.

Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact a steward to be present at the interview.

**14.05**

**Access to Personal File**

An employee shall have the right at any time during business hours to have access to and review that employee's personnel file and shall have the right to respond in writing to any document contained therein which directly affects the employee. Such reply shall become part of the permanent record. The file shall be opened in the presence of the Secretary-Treasurer or designee. Employees shall not remove items from the personnel files. Supervisors who are included in the C.U.P.E. bargaining unit will not have access to personnel files.

**ARTICLE 15: HOURS AND DAYS OF WORK**

**15.01**

**Full-Time**

- a) The normal work week for all full-time employees shall consist of five (5) days - Monday to Friday.
- b) The normal work day for all full-time employees, except clerical employees, shall be **eight(8)** hours.
- c) The normal work day for all full-time clerical employees shall be seven (7) hours.

**15.02**

**part-Time**

The normal assignment for a part-time employee is less than eight (8) hours (clerical **seven(7)** hours) per day, and/or fewer than five (5) days per week.

**15.03**

**Ten Month Employees**

Ten month employees, full-, or part-time, are those assigned to work:

- a) on all days, or those days of the week stipulated in advance by the Employer, on which schools are in session for pupils between September 1 and June 30.
- b) on those days when required to work by the Employer, when schools are not in session for pupils between September 1 and June 30 and during July and August, by mutual agreement or on **thirty(30)** days notice by the Employer.

**15.04**

**Weekend Work**

A full-time employee directed by the Employer to work on a Saturday or Sunday shall be paid double time(2T) for the hours worked.

**15.05**

**Shifts**

- a) Except where special problems arise, the solution to which will be worked out by mutual agreement between the Union and the Employer, the normal work day of all full-time regular employees shall be within:

Day Shift.....7:00 a.m. to 5:00 p.m.  
 Afternoon Shift.....2:30 p.m. to 12:00 midnight  
 Graveyard Shift.....11:00 p.m. to 7:30 a.m.

Where an employee's shift overlaps, the employee shall be considered to be working the shift where the greater number of hours are worked.

- b) When **the** working shift of a full-time regular employee is changed, twenty-four(24) hours notice shall be given where possible. When the rest period between shifts is not more than nine(9) hours, the employee shall be paid time and one-half(1 1/2 T) for the first shift worked after the change and straight time for all other shifts on the changed schedule.
- c) Full-time employees (except clerical employees) working on afternoon shift, graveyard shift, or split shift (i.e., any shift entailing a spread of more than nine(9) hours) shall be paid for eight(8) hours but shall work for seven and one-half (7 1/2) hours.

**15.06**

**Outside Organizations, Night Activities**

- a) For cleaning up where school facilities are used by outside organizations, the Employer will attempt to secure the services of competent, suitable persons other than those whose regular jobs are included in the bargaining unit.
- b) The Employer agrees that employees be notified forty-eight(48) hours in advance (except in emergency) of any night activities in schools where it is necessary to have a caretaker in attendance.

**15.07**

**Field Trips and Extracurricular Trips**

- a) **The** Employer shall either provide meals and accommodations or reimburse employees for meals and accommodation expenses while on field or extracurricular trips at the **Employer's** discretion.
- b) A Teachers' Assistant who, at the request of a supervisor, is participating in a field trip with students, shall be paid for the hours actually worked or **nine(9)** hours, whichever is the lesser, for each day involved.

**15.08**

**Permission to Change Shift**

When school is in session, an employee on either a **permanent** graveyard or afternoon shift shall, once a month, after consultation with the employee's supervisor, have the option of working a day shift ending not earlier than **6:00 p.m.**

**ARTICLE 16: WORKING CONDITIONS**

**16.01**

**Work Area Changes and Non-Scheduled Bus Runs**

- a) Employees may be asked to work in any part of the District, in an emergency and for short periods only, away from their regular centre of duty, and living and travelling expenses of the employee shall be paid by the Employer providing they are receipted.

Employees ~~who are~~ assigned work outside their normal geographic area will be reimbursed for travel and living expenses while on such projects. Travel time to and from the other geographic area will be considered time worked. Employees required to use their own vehicles shall be paid travel allowance at the appropriate rate.

- b) Bus drivers on a non-scheduled run shall be required to **take** a one-half (1/2) hour lunch period.

**16.02**

**Rest Periods**

- a) It is understood and agreed that all employees shall be permitted to a ~~fifteen(15)~~ minute rest period within the shift provided ~~two(2)~~ hours are to be worked and are permitted a second (2nd) ~~fifteen(15)~~ minute rest period within the shift provided ~~six(6)~~ hours are to be worked. ~~It~~ is further understood and agreed that such period shall be taken at times that will cause, in the opinion of the supervisor, the least possible interference with the work in which the employees are engaged.
- b) Employees entitled to paid lunch breaks may be required to stay on site during the lunch break.

**ARTICLE 17: WAGES AND OVERTIME**

**17.01**

**Pay Days**

The Employer shall pay wages **bi-weekly** in accordance with Schedule A attached hereto and forming part of this Agreement. On the pay day each

employee shall be provided with an itemized statement of wages and deductions. NOTE: There will be a **one(1)** week period between the end of the pay period and the date upon which the employee is paid.

**17.02**

Overtime: Authority and Notification

'Overtime' is time worked beyond **eight(8)** hours (clerical **seven(7)** hours) in a day, or **forty(40)** hours (clerical **thirty-five (35)** hours) in a week.

- a)** Regular overtime rate shall be double time(**2T**);
- b)** No overtime shall be worked without the specific authority of the Employer, except in an emergency.

**17.03**

Call-Outs

- a)** In the event of a call-out (a requirement to report to work without prior notice) more than **two(2)** hours before an employee's regular starting time, or more than **two(2)** hours after an employee's shift ends, or on Saturdays, Sundays, or General Holidays, the employee shall be paid a minimum of **four(4)** hours at time and **one-half(1 1/2T)**, or the regular over time rate(**2T**) for the hours actually worked, whichever is greater.
- b)** Notwithstanding paragraph (a) alarm system call-outs shall be paid at the rate of **two(2)** hours at the overtime rate, providing the call-out occurs on a working day between **6:00 p.m.** and **11:00 p.m.** and on Saturdays, Sundays and General Holidays between **9:00 a.m.** and **11:00 p.m.** When circumstances require the person to spend more than **two(2)** hours on the call, the overtime rate will apply for the total time worked.

**17.04**

Time Off in Lieu of Overtime

Subject to mutual agreement between employee and Employer as to the days to be taken off, an employee may accumulate overtime and call-out time and take time off in lieu of wages subject to the following:

- a)** The employee shall indicate on the time sheet **recording** the overtime or call-out, that time off in lieu of pay is wanted. At any time, the maximum accumulation of time available to be taken shall not exceed forty-eight (48) hours;
- b)** Employees shall take a maximum of **three(3)** days at any one time, unless taken in conjunction with annual vacation;
- c)** Employees shall give **four(4)** days written prior notice **of** taking more than **one(1)** day off under this section, **twelve(12)** hours notice for one (1) day;
- d)** For every hour of overtime worked, an employee shall take **two(2)** hours Off.
- e)** An employee will be paid instead of taking accumulated time off, if the employee **so** requests with notice of at least **ten(10)** working days.

- f) Any accumulated overtime as at March 31<sup>st</sup> each year will be paid to the employee in the next pay period.

## **ARTICLE 18: GENERAL HOLIDAYS**

### **18.01**

#### **General Holidays and Payment**

- a) All employees shall receive pay for the following General Holidays:

- 1) New Year's Day
- 2) Good Friday
- 3) Easter Monday
- 4) Victoria Day
- 5) Canada Day
- 6) British Columbia Day
- 7) Labour Day
- 8) Thanksgiving Day
- 9) Remembrance Day
- 10) Christmas Day
- 11) Boxing Day

and any other day proclaimed as a General Holiday by the federal and/or provincial governments.

- b) Payment for a General Holiday shall be in proportion to the employee's average weekly hours assigned. For the purpose of this Article, all employees shall have worked for or earned wages from the Employer at least **fifteen(15)** days in the **thirty(30)** calendar day period immediately prior to the General Holiday to qualify.

When any of these holidays falls on a Saturday, Sunday or school day, employees who would normally be entitled to the day's holiday with pay shall receive a day's pay or an alternate day off with pay as agreed between the Union and the Employer.

- c) Any time worked on a General Holiday shall be paid at the rate of double **time(2T)**, in addition to the employee's regular pay.

Employees may elect to **take compensating day(s)** off with pay at a time mutually agreed upon by the employee and Employer.

## **ARTICLE 19: ANNUAL VACATIONS**

### **19.01**

#### **Vacation Period and Minimum Vacation**

- a) For the purposes of this Agreement, the annual vacation period shall run from July 1<sup>st</sup> to June 30<sup>th</sup>.

- b) Employees, during the **first(1st.)** calendar year of service, shall accumulate **one(1)** working day for each completed month of employment or major fraction thereof, to a maximum of **ten(10)** working days. Employees shall receive an annual vacation equivalent to the accumulated working days at the employee's regular rate of pay or four **percent(4%)** of the employee's annual gross earnings, whichever is greater.

Employees who have been employed for less than a ~~twelve~~(12) month period, but are on the payroll at July 1st., shall ~~be~~ considered to have completed their ~~first~~(1st.) calendar year of service.

**19.02**

Vacation Entitlement

- a) Employees shall be granted a vacation with pay in accordance with the following schedule:

Continuous Service	Vacation Entitlement Employees	% Entitlement: Part-Time & 10 Month
After 2 years	3 weeks	6%
After 5 years	4 weeks	8%
After 6 years	4 weeks + 1 day	8.3%
After 7 years	4 weeks + 2 days	8.7%
After 8 years	4 weeks + 3 days	9%
After 9 years	4 weeks + 4 days	9.4%
After 10 years	5 weeks	9.7%
After 17 years	6 weeks	11.5%

Ten(10) month employees **who** do not normally work during school closures may elect to be paid vacation pay on the last pay day of the month in which the school closure for Christmas and Spring break commences upon request to the employer in writing at least ~~twenty~~(20) working days prior to each school closure.

- b) If a General Holiday falls or is observed during an employee's vacation period, they will be granted an additional day's vacation with pay for each such holiday in addition to the regular vacation time.
- c) Vacations shall be taken at the mutual convenience of the Employer and employee with at least ~~one~~(1) month's notice of the actual date to be given the Employer. Employees wishing to take vacation time of ~~one~~(1) week or less shall give the employer at least ~~two~~(2) weeks notice of the desired vacation date.

**19.03**

General Holiday While On Vacation

If a General Holiday falls or is ~~observed~~ during an employee's vacation period, the General Holiday shall not count as a day of vacation.

**19.04**

Requirement to Take Annual Vacation: Carryover

Each employee with ~~one~~(1) or more years of service shall take the annual vacation to which entitled, Employees having at least ~~ten~~(10) years of continuous service with the Employer may ~~carry~~ up to ~~two~~(2) weeks of ~~one~~(1) year's vacation over to the next year, or a subsequent year, to provide a longer vacation, Employees shall not take such extended vacation more often than once in ~~five~~(5) years.



**19.05**

**Scheduling of Vacations: Notice**

- a) Vacations shall be taken within **twelve(12)** months of being earned, at the mutual convenience of the Employer and employee, with at least **one(1)** month's notice of the actual date to be given to the Employer. Employees wishing to take any vacation time which is **one(1)** week or less shall give the Employer at least **two(2)** week's notice of the desired vacation dates.

In the interests of efficiency and economy, employees shall take vacations according to the following:

<u>Maintenance</u>	any time during the year
<u>School Clerical</u>	as desired July 1 - August 21
<u>Custodians</u>	July 1-September1; Christmas and Spring Breaks
<u>Bus Drivers</u>	July 1-September1; Christmas and Spring Breaks
<u>Board Office CIA</u>	any time during year, limited to one person at any one time
<u>Board Office A/C</u>	any time during year, limited to one person at any one time

- b) Employees may, however, take their vacation at any time of year within **twelve(12)** months after July 1st with the **approval** of the Employer. Employees not planning to take vacations within the above schedule are required to schedule their specific vacation date giving at least **one(1)** month's notice.

**19.06**

**Illness While on Vacation**

In the event that an employee is sick for a period of a week or more during the employee's annual vacation, the employee shall **be** entitled to take the **lost** vacation period with pay at a different time, provided the period is charged against the employee's sick leave credits. The employee must provide a certificate from the employee's physician stating the employee would not have been able to work because of the sickness.

**19.07**

**Use of Vacation for Emergency**

Employees may, in the event of an emergency, take up to **one(1)** week of vacation without notice. Employees shall be **permitted** use of vacation time in case of emergency in **one(1)** instance per calendar year.

**ARTICLE 20: SICK LEAVE**

**20.01**

**Accrual, Retention and Advances**

- a)(i) Effective July 1, 1991 current employees shall have accumulated **sick** leave days converted to hours by multiplying days accumulated by **seven(7)** hours for clerical and **eight(8)** hours for all other employees.
- (ii) Effective July 1, 1991; sick leave credits for all regular employees on the basis of **.0692** (The Employer agrees to round to **two(2)** decimal places) hours for each regular hour paid in the month (Note: this approximates one and **one-half(1 1/2)** days per month) will be accumulated. Sick leave credits will **accrue** in the following manner. Where in **one(1)** year, an

employee has not had any sick leave, or only a portion thereof, the employee shall be entitled to an accrual of one hundred percent (100%) of the unused portion of such sick leave credits for their future benefit.

- (iii) For the purpose of regular hours paid in the month in (ii) above, there shall be sick leave credit accrual for all absences and hours of work which would accrue service seniority.
- b) An employee given leave of absence, without pay, for any reason or laid off on account of lack of work and who returns to the service of the Employer within eighteen (18) months, shall not receive sick leave credit for the period of such absence but shall retain accumulated credit, if any existing at the time of such leave.
- c) An employee may be required to provide a medical certificate for any illness in excess of five (5) working days.
- d) An employee shall be advised on written application to the School Board Office of the amount of sick leave credits to the employee's credit.
- e) When an employee who has completed probationary employment has, through illness, exhausted their accumulated sick leave, the employee shall be entitled to draw upon an advance to a maximum of the equivalent of fifteen (15) regular shifts. This advance shall be repaid through future accumulation of sick leave, or salary deduction if the employee leaves the employment of the Employer prior to repaying the advance.
- f) A casual or temporary employee, who has completed sixty (60) days on which paid and which fall within seven (7) consecutive pay periods, may use time worked to qualify for sick leave benefits. This right shall expire at the end of six (6) months from the date on which the person last qualified unless the person has requalified on the same basis. Unless the person has requalified, the six (6) month period is extended only on a month by month basis with a one (1) month extension for each calendar month in which ten (10) days or more are paid during and in consecutive months following the six (6) month period.

After qualifying; for each calendar month thereafter in which the person has been paid for ten (10) days, the person will be credited with sick leave credits in accordance with this Article for each regular paid hour in the month. Sick leave will be granted in accord with this Article provided the person either:

- (i) commenced work that day and had to leave or
- (ii) was at work the day prior and had been scheduled in advance to work on the day of the illness.

If a person becomes a probationary employee while qualified for this sick leave benefit, any unused credits will be added to the person's credits upon completion of the probationary period.

**20.02**

Sick Leave Deductions

- a) A deduction shall be made from accumulated sick leave credits of all working hours exclusive of holidays absent for sick leave. Sick leave shall be defined as leave with pay when an employee is unable to perform regular duties as the **result** of sickness, or injury which is not compensable by the Workers' Compensation Board.
- b) The Employer, upon written request, will approve sick leave to enable employees to attend medical or dental appointments provided that it is not possible to schedule the appointments at times other than working hours. Such requests shall be submitted at least **five(5)** working days in advance of the appointment, if possible. Sufficient sick leave will be approved to allow for the appointment and reasonable travelling time.

**ARTICLE 21: LONG SERVICE, RETIREMENT AND DEATH      UITY**

This article shall apply to regular employees.

**21.01**

In the event of retiring or leaving the employment of the Employer after reaching an age within **ten(10)** years of minimum retirement age as specified in the Pension (Municipal) Act, and after a minimum of **ten(10)** years service with the Employer, the Employer will pay to the employee **five(5)** days pay for each year of service to a maximum of one hundred and **thirty(130)** days at the rate being paid to the employee at the time of retirement. Benefits will be paid at any time within **six(6)** months after retirement, at the option of the employee.

**21.02**

In the event of the death in service of an employee who has served the Employer continuously for **three(3)** years, the employer will pay to the widow **or** widower or to the estate, **two(2)** months salary: if the employee has served the Employer continuously for **ten(10)** years, the Employer will pay **five(5)** days pay for each year of service to a maximum of one hundred and **thirty(130)** days at the rate being earned by the employee at the time of death.

**21.03**

In the event of an employee with a minimum of **ten(10)** years service being permanently laid off because of total and permanent disability as defined in the Pension (Municipal) Act or because of staff **reduction**, the Employer will pay to the employee **five(5)** days pay for each year of service to a maximum of one hundred and **thirty(130)** days pay at the rate being earned by the employee at the time of retirement. This benefit will not be paid to the employee until after **twelve(12)** months after the lay off.

**21.04**

Retirement Interview

An employee who is within **three(3)** years of attaining minimum retirement age as defined by the Pension Municipal Act shall be granted, upon written request, **one(1)** day's leave with pay for the purpose of attending a pension interview.

**ARTICLE 22: LEAVE OF ABSENCE**

**22.01**

**Negotiation Pay Provisions**

The Employer agrees that where permission has been granted, **three(3)** members of the Union may leave their employment temporarily in order to **carry** on negotiations or arbitration with the Employer, or with respect to a grievance meeting with the Employer, and they shall suffer no loss in pay for time so spent. Additional members may be approved by the Employer provided that there is no **cost** to the Employer for wages or benefits.

**22.02**

**Union Work**

- a)** Conventions: Leave of absence without pay and without **loss** of seniority shall be granted (subject to operational requirements) to not more than **five(5)** members elected or appointed to represent the Union at union conventions. **Such** employees shall receive the pay and **benefits** provided for in this Agreement and the Union shall reimburse the Employer for regular wages for the **period** of absence.
- b)** Work: Leave of absence without pay and without loss of seniority shall be granted (subject to operational requirements) to not more than **five(5)** union members who are away from their normal duties attending to union work. The Union shall reimburse the Employer for the **employee(s)** pay and the **cost** of Employer paid **benefits**.

**22.03**

**Compassionate Leave**

- a)** **In** the event of death or tragedy in the immediate family, an employee may receive upon application to the Employer, a maximum of **five(5)** consecutive working and general holiday days without **loss** of pay in any **one(1)** circumstance.
- b)** Immediate family is defined as an employee's parent, wife, husband, child, brother, sister, father-in-law, mother-in-law, grandparents, grandchild and any other relative permanently residing in the employee's household or with whom the employee permanently resides.
- c)** In the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be entitled to special leave for **one(1)** day without **loss** of pay for the purpose of attending the funeral.
- d)** Written application for **such** leave without loss of pay shall be made at the earliest opportunity.

**22.04**

**General Leave**

The Employer may grant leave of absence without pay to any employee requesting such leave for good and **sufficient** cause. The Union shall **be** notified of any such requests and if they have been granted.

**22.0s**

**Leave For Family Illness**

**Two(2)** days leave without loss of pay will be granted in any one instance to **enable** an employee to attend to urgent matters arising when a member

of an employee's immediate family is seriously ill and no other family member is available. If more than one(1) day is needed in any one(1) instance the employee shall make arrangements by telephone with the supervisor and subsequently confirm the details in writing. The employee shall provide an explanation of the need for the leave and the Employer may also require substantiation by medical certificate. The maximum allowed under this Article will be five(5) days per calendar year.

**22.06**

**Jury and/or Court Leave**

An employee subpoenaed for jury duty or as a witness, and who is not personally involved in the case, shall be granted leave of absence without loss of pay for this purpose for a period not exceeding ten(10) working days. In special circumstances the Employer may extend the time limit. The employee shall turn over to the Employer any monies received (excluding payments for expenses) with respect to each of the days the employee is normally scheduled to work to a maximum of the amount the employee would normally have been paid for each of the days involved. The employee shall provide a copy of the subpoena to the Employer.

**22.07**

**Maternity and Adoptive Leave**

- a) An employee, on her written request supported by a certificate of a medical practitioner stating that the employee is pregnant and estimating the probable date of birth of the child, is entitled to leave of absence from work, without pay, for a period of six(6) consecutive months or a shorter period at the employee's request, commencing eleven(11) weeks immediately before the estimated date of birth or a later time the employee requests.
- b) Regardless of the date of commencement of the leave of absence taken under subsection (a), the leave shall not end before the expiration of six (6) weeks following the actual date of birth of the child unless the employee requests a shorter period.
- c) A request for a shorter period under subsection (b) must be given in writing to the Employer at least one week before the date that the employee indicates she intends to return to work and the employee must furnish the Employer with a certificate of a medical practitioner stating that the employee is able to resume work.
- d) Where an employee gives birth or the pregnancy is terminated before a request for leave is made under subsection (a), the Employer shall, on the employee's request and on receipt of a certificate of a medical practitioner stating that the employee has given birth or the pregnancy was terminated on a specified date, grant the employee leave of absence from work, without pay, for a period of six(6) consecutive months, or a shorter period the employee requests, commencing on the specified date.
- e) Where an employee who has been granted leave of absence under this Article is, for reasons related to the birth or the termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the Employer shall grant to the employee further leaves of absence from work, without pay, for a

period specified in one or more certificates but not exceeding a total of **twelve(12)** consecutive months in addition to the Initial **six(6)** month period.

- f) The Employer may require an employee to commence a leave of absence under Article 22.07 where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a medical practitioner stating that she is able to perform her duties.
- g) The service of an employee who is absent from work in accordance with this Article shall be considered continuous for the purpose of increments, seniority, annual vacation, vacation pay and lay off and any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plan ~~in~~ the same manner as if the employee were not absent where:
  - i) the Employer pays the total ~~cost~~ of the plan, and
  - ii) the employee elects to continue to pay her share of the ~~cost~~ of the plan that is paid for jointly by the Employer and the employee.
- h) On return from maternity leave, an employee shall be placed in her **former** position or in a position of equal rank and salary and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.
- i) Where the Employer has suspended or **discontinued** operations during the leave of absence granted under this Article and has not resumed operations on the expiry of the leave of absence, the Employer shall, on resumption of operations and **subject** to seniority provisions in the Collective Agreement, comply with subsection (h).
- j) An employee who has been granted leave for longer than **eighteen(18)** weeks, shall **confirm** the wish to return to work at least **two(2)** weeks prior to the final date of the leave. Failure to give such notice and/or failure to return shall be deemed to be resignation from the staff.
- k) Adoption Leave shall be granted on the same basis as Maternity Leave.
- l) Parental Leave as per the Labour Code, (14 weeks).

## **22.08**

### Pallbearer

Employees shall be entitled to **one(1)** day leave of absence with pay to attend a funeral as a pallbearer.

## **ARTICLE 23: BENEFITS**

### **23.01**

#### **General**

All benefits plans coverages, terms, **conditions** and specific eligibility requirements shall be governed by the actual **terms** and conditions of the benefits plans as amended from time to **time**.

Any descriptions in this **Collective** Agreement are provided for the purpose of general information.

## **23.02**

### Health and Welfare

Regular employees working **fifty percent(50%)** or more, who have been appointed to a regular position, shall be enrolled at the beginning of the month following successful **completion** of probation in the following health and welfare benefit plans. (Employees receiving the **benefits** of these plans at the date of this contract may continue to participate). An employee drawing **LTD benefits** or Workers' Compensation benefits may continue on the health and welfare benefit plans. Employees drawing **WCB** will have premiums shared in the **normal** ratio in the first **twenty-four(24)** months, thereafter premiums will be paid one hundred **percent(100%)** by the employee. Employees in receipt of **LTD benefits** will pay one hundred **percent(100%)** of the benefit premiums as at the date that the **LTD** premium is approved.

- a)** **Medical Plan (Medical Services Plan of B.C.):**  
-participation is voluntary;
- b)** **Extended Health Benefits Plan:**  
(including eye-glass coverage for a total of \$250.00 every two years.)  
-participation is voluntary;
- c)** **Group Life Insurance Plan:**  
-participation in regular plan is a condition of employment;
- d)** **Dental Plan:**  
-participation is a condition of employment unless covered by another policy;  
-coverage is: Plan A - **90%** co-insurance  
Plan B - **80%** co-insurance  
Plan C - **70%** co-insurance  
-Adults covered  
-**\$3,000** maximum benefit (effective January 1/92)
- e)** **Long Term Disability (LTD):**  
-participation is a condition of employment;  
-employees pay **100%** of the premium;
- f)** **Employee and Family Assistance Plan:**  
-all regular employees are eligible;  
-participation is a condition of employment;  
-the Employer shall pay **80%** of the premium and the employees shall pay **20%**.
- g)** The Board **will** consult with C.U.P.E. before any change or renewal is made in the carriers for the individual benefit plans.

## **23.03**

### Premiums

- a)** Effective January 1, 1995 the Employer shall pay ninety-five percent (95%) of the premiums, and the employee shall pay five percent(5%) of

the premiums through payroll deduction for benefit plans covered in Article 23.02, unless otherwise specified.

- b) A ten month employee on any or all plans shall be covered for the summer weeks and the employee's portion of the monthly premium for July, August, and September shall be deducted from the June salary cheque.

**23.04**

Pensions

- a) Every eligible regular full-time employee shall be enrolled in the Municipal Pension Plan when the employee first becomes eligible.
- b) Every regular part-time employee who normally works **twenty(20)** (clerical - seventeen and one-half[17 1/2]) hours per week or more shall be enrolled in the Municipal Pension Plan at the beginning of the month following three (3) years or more of continuous service with the Board.

**23.05**

Early Retirement Incentive

The Employer agrees that should early retirement incentives be provided for any employee of the Board, consideration will be given to offering such incentive to employees within the jurisdiction of C.U.P.E. Local 779.

**ARTICLE 24: GENERAL**

**24.01**

Plural and Feminine Terms Apply

Whenever the singular or masculine is used in this Agreement it shall be consider as if the plural or feminine has been used where the context so requires.

**24.02**

Over-Age Employee Provision

When an employee reaches the age of sixty-five(65) years, he shall be deemed to have reached retirement age. Over-age employees may be hired as casual labour or for substituting, provided that no other suitable labour available. An employee about to retire may, on a year to year basis, apply in writing for, and may be granted a postponed retirement, providing such postponement does not cause lay off or displacement of any regular employee.

**ARTICLE 25: SUBSTITUTING**

**25.01**

Eligibility and Procedure

- a) Any regular employee who is temporarily required to accept responsibilities and carry out the duties of a position within the bargaining unit in a higher classification shall be paid for the period in the higher classification as if promoted.
- b) If a regular employee is required to substitute for an employee within the bargaining unit who is receiving a lower pay than the substituting employee, then the pay of the substitute shall not be changed.
- c) All substitutes who are not in the regular employ of the Employer shall be paid at the going rate for the job for which they are employed.



- d) All regular employees, if competent, shall be given first opportunity to substitute where substitution is necessary, at the discretion of the Secretary-Treasurer of the Employer.
- e) Regular employees who seek substitute work shall file written notice with the Secretary-Treasurer of the Employer. The list shall be compiled on the basis of seniority.
- f) Where the parties **can** ascertain that **substitution(s)** is longer than **twenty(20)** working days these positions shall be posted in accordance with Article **9** of the Collective Agreement.

**ARTICLE 26: TECHNOLOGICAL CHANGE**

**26.01**

Definition

Technological change means:

- a) The introduction by the Employer of a change in its work, undertaking or business, or a change in equipment or material from the equipment or material previously used by the Employer in the work, undertaking or business; or
- b) A change in the manner the Employer carries on work, undertaking or business related to the introduction of that equipment or material.

**26.02**

Termination Effects of Technological Change

If the Employer introduces a technological change that will directly result in the termination of employment of **five(5)** or more regular employees, the Employer will:

- a) Provide at least **sixty(60)** days notice to the Union which provides details of the change;
- b) Upon request of the Union, meet to discuss the impact of the notice and endeavour to develop an adjustment plan pursuant to Sections **54 (1),(b),(i)** through (vi) of the Labour Relations Code of British Columbia of **1994**.

**26.03**

Training

- a) Where, in the opinion of the Employer, additional skills, certification or license are required of an employee, the employee shall be eligible for training. Such training will be provided without **cost** and with pay to the employee but the employee must become capable of doing the job within a time period mutually agreed to by the Parties.
- b) The Employer shall pay the **cost** of an academic or technical course which is related to an employee's work, and which has been approved by the Employer prior to course registration on the basis of **seventy-five(75%)** of the fee upon successful completion of the **course**.

26.04

**Lay Off**

If training out-lined in 26.03 (a) cannot be undertaken or successfully accomplished, the employee(s) shall have the option of being laid off or taking severance pay pursuant to Article 7.11.

**ARTICLE 27: PERSONAL AND SEXUAL HARASSMENT**

The Employer and the Union do not condone sexual and personal harassment. Any complaint or allegation of sexual or personal harassment at the work place not satisfactorily resolved shall be dealt with by the Parties through the grievance procedure. At the option of the grievor the grievance shall be commenced at either Step 2 or Step 3 of the grievance procedure.

27.01

**Definition**

Sexual harassment may be defined as any repeated and unwarranted sexual comments, looks, suggestions or physical contacts that create an uncomfortable working environment for an employee or threatens the employee's job or chance promotion.

27.02

**Sanctions**

Sexual harassment shall be treated as a serious offense subject to a whole range of disciplinary sanctions, up to and including discharge.

**ARTICLE 28: SAFETY COMMITTEE**

28.01

**Safety Committee**

A Joint Safety Committee shall be established composed of two(2) representatives appointed by the Employer; and two(2) representatives of the employees comprising of two(2) appointed, selected or elected by Local 779 of the Canadian Union of Public Employees, (only one(1) of which shall be a voting representative), and one(1) appointed, selected or elected by the Howe Sound Teachers' Association.

28.02

**Reporting Unsafe Conditions, Safety Equipment and Clothing**

Employees are required to report immediately any unsafe equipment. Safety equipment and protective clothing shall be available when employees are working on dirty or dangerous work jobs.

28.03

**Development of Policies Against Violence**

The Employer agrees to develop explicit policies for dealing with the problem of violence. The policy will address the prevention of violence, the management of violent situations and the provision of support to employees who have faced violence.

The policies detailing the organization and arrangements for dealing with the problem will be part of the Employer's health and safety policy. The violence policy will be brought to the attention of all employees.

28.04

**First Aid Certificate Allowance**

The Employer shall pay an allowance as set out in pay schedule A to an employee holding a valid First Aid Certificate, if appointed by the Employer as a First Aid attendant.

**ARTICLE 29: SCHOOL BASED BUDGETING**

While the Union recognizes the authority of the Employer to manage the budget, the Employer agrees **not** to introduce 'School Based Budgeting' during the term of **this** Collective Agreement, without prior discussion with the Union.

**ARTICLE 30: JOB CLASSIFICATION AND RECLASSIFICATION**

**30.01**

**Recognized Job Descriptions**

The Employer and the Union agree that the job descriptions as set out in Schedule "B" shall be the recognized job descriptions for all classifications within the bargaining unit.

**30.02**

**No Elimination of Classifications**

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

**30.03**

**New Position, New Duties**

Where the duties of a position are significantly changed or when the Employer creates a new position, the Employer shall prepare a new job description which shall be presented to the Union for final agreement. If agreement on the description cannot be resolved, the issue may be subject to grievance and arbitration.

**30.04**

**Rate of Pay**

Where the duties of a position are significantly changed or where the Union and/or an employee feels a position is incorrectly classified, or when a new position is created, the rate of pay shall be **subject** to negotiations between the Employer and the Union. The new rate of pay **shall** become retroactive to the time the new position was first filled by the employee, the date of change in **job** duties, or the effective date of this Collective Agreement, whichever is later.

**ARTICLE 31: SCHOOL BOARD EQUIPMENT**

**31.01**

**Use of School Board Equipment**

School facilities and equipment shall be made available to C.U.P.E. for meetings and other C.U.P.E. activities provided **normal** booking requirements are met and **normal** booking procedures are used, C.U.P.E. agrees to reimburse the Employer for the **costs** of materials, telephone, photocopying and any other reasonable charges that accrue to the Employer from such use.

The Union shall notify the Employer in writing of the names of the executive committee and shop stewards who will have authorization to use Board equipment.



## ARTICLE 32: JOINT CONSULTATION AND ADJUSTMENT PLANS

### **32.01**

#### Composition

A Joint Labour Management Consultation Committee shall be established consisting of up to ~~three~~(3) representatives of the Union and of up to ~~three~~(3) representatives of the Employer.

The Parties agree to be bound by the provision of Section 53 of the Labour Relations Code.

### **32.02**

#### Purpose

The Joint Committee will ~~concern~~ itself with ~~discussing~~ issues relating to the workplace that affect the Parties or any employee bound by this Agreement, with problems and potential problems involving the Parties, but not with grievances, and shall have the power only to make recommendations to the Union and the Employer.

### **32.03**

#### Meetings

The Joint Committee shall meet at the written call of either Party, for a stated purpose, within ~~ten~~(10) days of the call. Representatives of the Union on the committee attending meetings shall do so without loss of pay. Minutes of the meetings shall be kept and shall be distributed to the Parties.

## ARTICLE 33: TERM OF AGREEMENT

### **33.01**

#### Duration and Notice

- a) This agreement shall be for the period from ~~and including January 1st, 1994, to and including December 31st, 1995 and from year to year thereafter subject to the right of either Party to the Agreement, at any time within four~~(4) months immediately preceding the date of the expiry of this Agreement (December 31st, 1995) or immediately preceding the last day of December in any year thereafter, by written notice, to require the other Party to the Agreement to ~~commence~~ collective bargaining.
- b) Should either Party give written notice aforesaid, this Agreement shall ~~thereafter~~ continue in full force and effect and neither Party shall make any change in the terms of the said Agreement (or increase or decrease the rate of pay of any employee for whom ~~collective~~ bargaining is being conducted or alter any other ~~term~~ or condition of employment), until:
- 1) The Union shall give notice to strike (or until the Union goes to strike); or
  - 2) The Employer shall give notice of lock-out (or the Employer shall lock-out its employees); or
  - 3) The Parties shall conclude a renewal or revision of this Agreement or enter into a new Collective Agreement, whichever is the earliest.

33.02

Mutually Agreed Changes

Any mutually agreed changes to this Agreement shall form part of this Agreement.

**IN WITNESS WHEREOF:** The Employer has caused these presents to be sealed with the Seal of the Board of School Trustees of School District No. 48 (Howe Sound) and signed by the Chairman and the Secretary-Treasurer of the Board, and the Union has caused these presents to be executed on its behalf by the President and the Secretary of the Canadian Union of Public Employees, Local No. 779.

SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 779

THIS 12<sup>th</sup> DAY OF January, 1995.

  
PRESIDENT

  
SECRETARY

SIGNED ON BEHALF OF THE BOARD OF SCHOOL TRUSTEES,  
SCHOOL DISTRICT NO. 48 (HOWE SOUND)

THIS 12<sup>th</sup> DAY OF January, 1995.

  
CHAIRMAN

  
SECRETARY-TREASURER

SCHEDULE "A"

WAGES AND SALARIES

	<u>Jan. 1</u> <u>1994</u>	<u>Jul. 1</u> <u>1994</u>	<u>Jan. 1</u> <u>1995</u>	<u>Jul. 1</u> <u>1995</u>
<b><u>Maintenance Department</u></b>				
<b><u>Maintenance:</u></b>				
-certified tradesman	\$21.68	\$21.88	\$22.03	\$22.23
<b><u>Maintenance: uncertified</u></b>				
- start	18.08	18.28	18.43	18.63
- 6 months	18.56	18.76	18.91	19.11
- 12 months	19.25	19.45	19.60	19.80
- 18 months	20.10	20.30	20.45	20.65
- 24 months	20.89	21.09	21.24	21.44
- 30 months	21.68	21.88	22.03	22.23
<b><u>Custodial Department</u></b>				
<b><u>Custodian:</u></b>				
- start	16.90	17.10	17.25	17.45
- 6 months	17.19	17.39	17.54	17.74
- 12 months	17.49	17.69	17.84	18.04
Head Custodian	17.81	18.01	18.16	18.36
<b><u>Transportation Department</u></b>				
Bus Driver	18.82	19.02	19.17	19.37
<b><u>Grounds Department</u></b>				
Groundsperson	17.49	17.69	17.84	18.04
<b><u>Clerical Department</u></b>				
Clerk 1 - start	15.55	15.75	15.90	16.10
- 6 months	15.85	16.05	16.20	16.40
- 12 months	16.14	16.34	16.49	16.69
Clerk 2 - start	17.67	17.87	18.02	18.22
- 6 months	17.97	18.17	18.32	18.52
-12 months	18.31	18.51	18.66	18.86

	<u>Jan. 1</u> <u>1994</u>	<u>Jul. 1</u> <u>1994</u>	<u>Jan. 1</u> <u>1995</u>	<u>Jul. 1</u> <u>1995</u>
Clerk 3 - start	17.97	18.17	18.32	18.52
- 6 months	18.31	18.51	18.66	18.86
- 12 months	18.62	18.82	18.97	19.17
<b><u>Accounting Clerk</u></b>				
- start	18.31	18.51	18.66	18.86
- 6 months	18.61	18.81	18.96	19.16
- 12 months	18.93	19.13	19.28	19.48
<b><u>Teachers Assistants</u></b>				
T.A. 1 -start	15.50	15.70	15.85	16.05
- 6 months	15.87	16.07	16.22	16.42
- 12 months	16.28	16.48	16.63	16.83
T.A. 2 -start	15.87	16.07	16.22	16.42
- 6 months	16.28	16.48	16.63	16.83
- 12 months	16.66	16.86	17.01	17.21
T.A. 3 -start	17.01	17.21	17.36	17.56
- 6 months	17.41	17.61	17.76	17.96
- 12 months	17.77	17.97	18.12	18.32
<b>Cook</b>	18.33	18.53	18.68	18.88
<b><u>Supervisor of Community Use of Schools</u></b>				
- start	20.82	21.02	21.17	21.37
- 6 months	21.76	21.96	22.11	22.31
- 12 months	22.72	22.92	23.07	23.27
<b><u>Home School Coordinator</u></b>	18.22	18.42	18.57	18.77
<b><u>Farm Worker</u></b>	17.97	18.17	18.32	18.52
<b><u>Department Head Allowance</u></b>	3.08	3.10	3.13	3.15
Industrial First Aid Certificate	\$500 per annum			
Any other acceptable certificate	\$200 per annum			

**NOTES:**

**MAINTENANCE:**

The Employer reserves the right to place a newly appointed Maintenance person with Tradesman certification on whatever level of the above maintenance scale as considered to be appropriate.

The Supervisor of School Services at **Pemberton** is to be paid on the Maintenance Scale.

**CUSTODIANS:**

All regular part-time custodians to be paid according to the number of hours worked.

**TRANSPORTATION:**

Bus Drivers who are also employed as Custodian or Groundperson will be paid on the Bus Driver rate.

Bus Driver/Servicemen shall be paid **one-half(1/2)** the Bus Driver rate and **one-half(1/2)** the appropriate Maintenance rate.

A Bus Driver/Maintenance person shall be paid **one-half(1/2)** the Bus Driver rate and one-half the appropriate Maintenance rate, provided that where the maintenance work exceeds **four(4)** hours a day, the employee shall be paid for the maintenance work at the Maintenance rate.

Mechanic-Bus Driver: Maintenance rate.

**MEDIA AND TECHNOLOGY SERVICE:**

The Employer reserves the **right** to place a newly appointed Media and Technology **Service** person without certification on whatever level of the maintenance scale as considered to be appropriate.

**CLERICAL:**

Persons employed by the Employer in the Clerical Department, when newly appointed may be placed at a point on the appropriate salary **grid** as determined by the Employer.

**Clerical Assistant**

Persons employed by the Employer under the designation of Clerical Assistant may be employed in school or district position.

There are **three(3)** categories to be covered in a letter of understanding. The previous **descriptions** were as **follows:**

**Clerk I**

Persons employed as **Clerk I** need not have had previous office experience in the School District.  
Responsible to the Principal or others designated by the Principal.



## Clerk II

Persons employed as Clerk II will have completed at least ~~two~~(2) years of satisfactory service in similar work ~~or~~ as Clerk I ~~or~~ will have completed at least ~~six~~(6) months of commercial training.

Responsible to the Principal ~~or~~ others designated by the Principal.

## Clerk III

Persons employed as Clerk III will have completed at least ~~three~~(3) years of satisfactory service in similar work ~~or~~ as a Clerk I or II and will be persons who are considered to be fully qualified ~~for~~ secretarial work (including shorthand).

Persons employed as Clerk III will be responsible to the Principal and will be required to supervise Clerks I or II.

## General

Full-time Clerical Assistants in the school are expected to work every working day in the year.

## TEACHER'S ASSISTANT:

The designation "Teacher's Assistant" shall have the same meaning as the designation "Teacher's Aide" for purposes of determining minimum hours of work as provided in the Employment Standards Act and Regulations.

- 1) Assistants will be responsible to and duties are assigned by the principal, teacher, ~~or~~ administrator concerned.
- 2) Assistants will not teach pupils or substitute for a teacher.
- 3) There are three(3) categories to be later covered in a letter of understanding.

A person employed as an Outdoor School Assistant who has completed the ~~Wilderness~~ First Aid II Course at ~~Capilano~~ College and who holds a ~~current~~ Senior St. John's certificate, will be paid \$0.25 per hour above the normal placement on the above Teacher's Assistant scale.

## LEAD HAND

An employee appointed in writing by a Supervisor to be in charge of ~~two~~(2) ~~or~~ more other persons in addition to carry on normal duties.

Additional five ~~percent~~(5%) of regular wages, from the second day onwards of being in charge of a specific job, while acting as such.

## OUTDOOR SCHOOL FARMWORKER

Persons employed as Outdoor School ~~Farm~~ Workers shall perform duties as required by the Employer in accordance with the job description drawn up. The requirements of **Article 15** (Hours of Work) and **Article 17** (Overtime) shall not apply to this position.

## SCHEDULE "B"

### JOB DESCRIPTIONS

#### BUS DRIVER

Drives bus to transport pupils to and from school and on extra-curricular trips. Performs regular safety checks and servicing before driving. Cleans busses. Maintains discipline on the bus and reports pupil discipline problems. Reports mechanical defects or damage and occasionally assist mechanic with duties.

#### CLERKS

##### Accounting Clerk - School **Board Office**

Persons employed as Accounting Clerk **will** have successfully completed at least one(1) year of study toward a recognized degree in accounting as well as having the qualifications of Clerk II.

In addition to assisting in general office work.

The Accounting Clerks (may be)(are) assigned areas of responsibility as follows:

1. Responsible for payroll for all employees in the district. Duties include monthly processing, benefits administration, preparation of all payroll related forms, costing of payroll, recording and monitoring sick leave, preparation of seniority lists, assisting in budget preparation and preparation of payroll reports.
2. Responsible for accounts payable, including filing invoices, authorizations, matching documents and processing payments, **reconciling** supplier statements, preparing accounts payable related reports. Preparation of gas tax refund, billing for telephone bills, copies of invoices as required. Responsible for regular computer backups and **save** sets. Prepares bank deposits. Balances accounts payable and accounts receivable accounts on a monthly basis.

#### CLERICAL ASSISTANT

Performs clerical, secretarial and receptionist duties in the School Board Office and Media Centre or other area as may be required for **District** Administrative staff using related machines and equipment. Enters updates and retrieves data from computer as required. Receives, handles and refers in-person and telephone communications. Other areas of responsibility - Clerical Assistants may from time to time be assigned areas of special responsibility.

In addition to the above general duties the clerical assistants in the following areas of responsibility clerical assistants (may be) assigned areas of responsibility as follows:

1. **Media Centre:** Maintenance of Inventory control and records. Performs record-keeping **functions** for bookings, loans and returns of

audio visual materials, equipment, supplies and **supplementary book library**. Prepares, produces and distributes audio visual catalogues and necessary cards, lists and files. Determines Media Centre material needs and orders on approval, maintaining records of expenditures and in consultation, prepares annual budget. Repairs **books** and makes minor repairs to audio visual equipment and software materials. May perform delivery duties as required.

2. District Purchasing: Locates and procures materials, supplies and **services** in accordance with policy and procedure, by way of purchase orders from District Administrative staff, supervisors and school staff, obtaining quotations upon request. Handles inquiries and prepares materials for Adult Education Program. Maintains re-sale supply inventory and medical supply inventory in the Board Office and distributes to schools as required. Receives monies, allocating to proper accounts and entering, updating and retrieving data. Processes **accounts** receivable billings and performs follow-up procedures. Processes **WCB** claims and student accident reports.

#### CLERICAL ASSISTANT TO THE CO-ORDINATOR OF COMPUTER INSTRUCTION

Works under the direction of the Co-ordinator of Computer Instruction.

Prepares, types and distributes purchase order, correspondence, departmental meeting minutes and curriculum material. Enters, updates and retrieves data from the computer as required, including inventory and budget information.

Receives and send electronic messages and performs usual receptionist duties. Receives, handles and refers telephone and in-person communications. **Photocopies**, collates and assembles teaching aids for distribution. Attends computer Co-ordinator Advisory meetings and takes the minutes.

#### CLERICAL ASSISTANT TO THE PRINCIPAL

Performs receptionist, secretarial and clerical duties, using related machines and equipment. Enters, updates, retrieves data from computer as required. Maintains and assists in the preparation of various Ministry of Education reports and forms, for the school administration and the School Board Office. Receives, handles and refers telephone and in-person communications. Maintains records of school finances for an annual audit, sells materials to students. Receives and accounts for funds from various sources and activities. Acts as a second signing authority for school bank accounts. Maintains an inventory of school materials and supplies; orders and receives supplies as required; performs annual inventory. Arranges **parent/teacher interviews**; assists in the preparation of **school/public** functions and maintains a good working relationship between the school and the public. Processes and collects the mail.

#### COOK

Operates Coast Mountain Outdoor School Kitchen. Plans menus; ordering, receiving foodstuffs and supplies from suppliers. Prepares, cooks and serves meals to pupils, staff and visitors. Cleans and tidies kitchen and cooking tools and equipment, supervising pupils. **Performs** annual inventory of kitchen equipment and supplies. Launders all kitchen cloths

and tea towels. Occasionally drives between kitchen and Coast Mountain Outdoor School farm to deliver food for pupils and staff. Uses own vehicle.

## CUSTODIAN

Performs a variety of cleaning and maintenance functions using various cleaning substances required to ensure a high standard of cleanliness and sanitation using a variety of tools, machines and equipment relating to the cleaning and maintenance of **school** facilities and furniture. Functions include mopping, scrubbing, washing, sweeping indoors and **out**, vacuuming, dusting, changing light globes and **tubes**.

Replenishes custodian supplies within the **facilities** and ensures adequate supplies are available or in stock. Supervises washrooms as required. Ensures school buildings are secured at night. **Performs** clean-up of facilities and furniture including carpet **cleaning**, stripping, scrubbing and waxing floors, during school breaks. Receives **in-person** and telephone inquiries; acts upon or refers as required. The Principal directs the custodian during the school day and during school activities.

## DELIVERY PERSON

Transports Media Centre and School Board mail, materials and equipment between school, Media Centre/**Board** Office, post office and bus depot on an assigned schedule or as requested.

## FARM WORKER

Feeds and cares for Coast Mountain Outdoor School livestock; maintaining feeding schedules, milking cows; checking for general health, treating as required; ordering and storing feed. Prepares field, plants, irrigates, cares for and harvests crops using various tools, **farm** implements and vehicles. Performs maintenance on various buildings, equipment, vehicles, fences, related to the farm, using a wide variety of hand and power **tools**. Assists teachers and aide when present at farm site.

## GROUNDSPERSON

Performs groundskeeping functions using hand and powered **tools** and equipment for grass cutting, brush cutting, cleaning ditches, maintaining and installing fences, backstops and play equipment, developing, seeding, cultivating and fertilizing fields, operating **sprinkler** system, servicing and marking playing field and tracks, track jump pits.

## HEAD CUSTODIAN - PEMBERTON

Assist the Supervisor of School Services by; demonstrating proper use and maintenance of equipment and **correct** procedures and methods for performing custodial duties; **determines** supply needs and orders from suppliers upon approval; drives between worksites and occasionally delivers supplies; organizes and assists staff during semi-annual and annual clean-ups; receives **in-person** and telephone inquiries and acts upon or refers as required.

## HOME SCHOOL CO-ORDINATOR

Counsels pupils on an individual basis, regarding academic and personal problems; attendance and homework difficulties; and arranges for tutorial assistance if needed. Liaises between parents, teachers, school staff, School Board Office, Health Nurse, Probation Officers, Band Officials, Manpower, Court, Childcare and Social Workers; by telephone and in-person contact. Participates in pupil career training programs to counsel pupils regarding academic, career and personal needs and prospects; arranges for pupil visits to post-secondary and vocational institutions. Keeps pupil records, submits a monthly report of **activities to the Superintendent of Schools**; operates own vehicle in the **performance** of duties; occasionally drives pupils to or from school. Liaises with provincial government **officials** in the development of Native Studies curriculum.

## MAINTENANCE

Performs maintenance and repair functions relating to trades work concerning all aspects of facilities, furniture and equipment, maintenance construction and repair. Analyses the scope of maintenance projects and in consultation with the supervisor devises methods to **perform** the work. Determines maintenance material needs and orders on approval. Designs, constructs and installs, fixtures, shelving, furniture as required, including reconstruction.

May be assigned primary duties, or groups of duties, such as painter, electrician, **furnaces/boilers**, carpenter, locksmith, welding and plumbing. However may also be assigned to assist other personnel in any required maintenance tasks, including moving furniture and equipment, attend to emergency intruder or fire alarm calls as required. May remove snow from school premises as required. May perform groundskeeping, vehicle maintenance and transportation duties as required (**Pemberton Area**).

## MECHANIC/BUS DRIVER

Maintains school **district** buses, vehicles, machines and equipment by inspecting, repairing, replacing and rebuilding **including** welding, metalworking, painting, electrical and riveting functions. Determines needs for parts for vehicle and equipment maintenance and orders supplies on approval. Drives bus to transport pupils as required.

Organizes and tidies mechanical repair shop. Receives telephone and in-person inquiries from school staff, parents and salesmen, provides information or refers callers as required.

**\*\*May assist maintenance men, groundspersons, farmworker or attend to alarm calls as required. (\*\*Pemberton area.)**

## MEDIA AND TECHNOLOGY SERVICE TECHNICIAN

Preference will be given to the appointment of someone as Certified.

### Duties:

- Perform skilled diagnostic repair, maintenance, alteration and installation tasks on a variety of micro-computers and related electronic equipment.

- Provide **advice, instructions**, demonstrations and in-service on the installation and use of equipment, methods of preventative maintenance, user **servicing** techniques.
- Maintain an annual program of computer maintenance involving testing, cleaning, adjustment and lubrication.
- Maintain records of equipment inventory, **servicing**, repair, including type of equipment, nature of problem, parts replacement, work performed and an assessment of operation condition.  
Order replacement pads and maintain stock.
- Recommend replacement of faulty equipment when appropriate; evaluate new equipment as required.
- Keep up with improvements and changes in technology.
- Perform other duties as assigned by the District Administrator - Media and Technology.
- Configure and install software for stand-alone and networked computers.
- Transport computer equipment and materials to and from schools as required.

**Desired Qualifications:**

- Knowledge of the principles and operation of a wide variety of micro-computers, common software and related **electronic** equipment.
- Knowledge of the methods and techniques of checking, testing, adjusting, repairing, maintaining, altering and installing **micro-computers** and related electronic equipment.
- Knowledge of programming related to the Apple, MS-DOS and **MacIntosh** environments.  
Working knowledge of repair shop and record keeping procedures.  
Ability to perform skilled diagnostic, repair, maintenance alteration and installation tasks on a variety of **micro-computers**, including network installation and related electronic equipment.  
Ability to **trouble-shoot** software problems involving the Apple, MS-DOS and **MacIntosh** operating systems.  
Ability to perform a variety of skilled tasks with minimal supervision.
- Ability to keep up with improvements and change in technology.  
Ability to establish and maintain effective working relationships with school district staff and others as required.
- Skill in the use of electronic and other tools and equipment.
- Grade **12** education or equivalent, supplemented by technical courses related to the work.
- Completion of a recognized apprenticeship in electronics (or related field) and sound related experience as a **journeyman** electronics technician, or an equivalent combination of training and experience.
- Completion of an Apple level one maintenance training course.  
Completion of an **IBM** maintenance training course.  
Possession of a valid and appropriate **B.C.** driver's license.

This will be a **12** month per year, **8** hours per day position.

**SUPERVISORS**

**SUPERVISOR OF THE COMMUNITY USE OF SCHOOLS**

Co-ordinates the Adult Education program. Promotes Adult Education through the media and by preparing calendars of programs for **the** Fall and Spring semesters. Researches demands for courses. Recruits, interviews, negotiates with and monitors instructors and **course**

attendance. Prepares and issues instructor guidelines, arranges for substitute instructors as required. In accordance with Board policy sets course registration fees and organizes and conducts student registration. Supervises Adult Education co-ordinators and clerical assistant. Schedules the use of school facilities, furniture and equipment, grounds and school buses by user groups. In consultation with others, prepares annual budget requests for submission to the Employer, prepares and submits purchase orders and monitors expenditures, maintains records of fund collection. Prepares reports as required by the Ministry of Education, Superintendent of Schools and Secretary-Treasurer. Performs general office duties as time permits. Participates in meetings, seminars, workshops and hiring procedures as requested, insures that all Employer policies are followed.

#### **SUPERVISOR CUSTODIAN**

Supervises custodial personnel including scheduling and assigning of duties, assessment of personnel and maintaining personnel records. Ensures that all Employer policies are followed. Required to perform custodian work as a working supervisor, to travel between work sites assessing work and delivering supplies. Ensures that adequate supplies and equipment are available. In consultation with others prepares annual budget requests for submission to the Employer, prepares and submits purchase orders and monitors expenditures. Participates in meetings, workshops, seminars and hiring procedures as requested. Prepares monthly reports of departmental performance for submission to the Secretary-Treasurer. Receives or initiates telephone, written and in-person communications concerning the department. Other related duties as requested by the Secretary-Treasurer.

#### **SUPERVISOR MAINTENANCE**

Supervises maintenance personnel including scheduling and assigning of duties, assessment of personnel and maintaining personnel records. Monitors performances of outside contracted work, ensuring that all Employer policies are followed. Assists personnel and performs maintenance duties as required. Travels between work sites discussing and assessing requests for work concerning the department and delivering supplies. Ensures that adequate supplies and equipment are available. In consultation with others prepares annual budget requests for submission to the Employer, processes purchase orders and monitors expenditures. Participates in meetings, workshops, seminars and hiring procedures as requested. Prepares monthly reports of departmental performance for submission to the Secretary-Treasurer. Receives or initiates telephone, written and in-person communications concerning the department. Other related duties as requested by the Secretary-Treasurer.

#### **SUPERVISOR OF SCHOOL SERVICES - Pemberton Area**

Supervises maintenance, grounds, transportation and custodian personnel, including scheduling and assigning of duties, assessment of personnel and maintaining personnel records. Monitors performance of outside contractors. Ensures that all Employer policies are followed. As a working supervisor, will assist in any of the maintenance, grounds, transportation or custodial departments as time permits. Ensures that adequate supplies and equipment are available.

Travels between work sites discussing and assessing requests for work concerning the departments. In consultation with others prepares annual budget requests for submission to the Employer for all departments, prepares and submits purchase orders, and monitors expenditures.

Participates in meetings, workshops, seminars and hiring procedures as requested. Prepares monthly reports of departmental performance for submission to the Secretary-Treasurer. Receives or initiates telephone, written and in-person communications concerning the departments. Other related duties as requested by the Secretary-Treasurer.

#### SUPERVISOR OF TRANSPORTATION AND GROUNDS

Supervises grounds and transportation personnel, including scheduling and assigning of duties, assessment of personnel and maintaining personnel records. Monitors performance of outside contracts. Ensures that all Employer policies are followed. Required to drive a regular school bus route as a working supervisor and to undertake mechanical and grounds work as time permits. Travels between work sites discussing and assessing requests for work concerning the department. In consultation with others prepares annual budget requests for submission to the Employer, prepares and submits purchase orders, and monitors expenditures. Ensures that adequate supplies and equipment are available. Participates in meetings, workshops, seminars and hiring procedures as requested. Prepares monthly reports of departmental performance for submission to the Secretary-Treasurer. Receives or initiates telephone, written and in-person communications concerning the department. Other related duties as requested by the Secretary-Treasurer.

#### TEACHER'S ASSISTANTS

Assistants will be responsible to and duties are assigned by the principal, teacher or administrator involved.

Assistants will not teach pupils or substitute for a teacher.

Assistants assist in a variety of classroom assignments, instruction-related tasks on a one-to-one or group basis, supervision of pupils in the school, on playgrounds and on field trips. Assistants prepare teaching aids, using related equipment.

#### Teacher's Assistant

Persons employed as Assistants in schools or other School board premises. No training or experience required.

#### Teacher's Assistant II

Where in the opinion of the Employer it is necessary to employ a teacher assistant with particular training or experience, this employee shall be designated Specialized Area Assistant.

#### 1. Adult Education Assistant

Works under the supervision of the Supervisor of Community Use of School Facilities. Responsible for the evening supervision of community education classes, sport and other activities. Performs receptionist duties including directing students, teachers and others to appropriate areas, receiving telephone inquiries and in general answering questions and giving information. Provides audio visual equipment and assists with its use as required, Types and photocopies material as required (recording the number of photocopies). Distributes evaluation forms to instructors and collects them at the final session. Opens classrooms for



classes. Checks rooms at conclusion of classes ensuring they are in order and that **the windows** are locked. Supervises security of outside doors and ensures that outside doors are locked at the appropriate time. Collects student fees and remits with records to the Supervisor. Collects fees from coffee sales, keeps record of collections and replenishes coffee supply. Maintains a **student/instructor** register (complete with telephone numbers). Maintains a record of the number of people using gymnasiums and reports to Supervisor. **Responsible for developing community education and community use programmes and scheduling facilities.** (\*\*Pemberton, Whistler, Blackwater Creek Schools)

2. Offset Press Operators  
Works in Social Studies and English Departments of Howe Sound Secondary School and operates offset press combination and other related equipment, maintains adequate supply of books and materials. Performs annual inventory of the departments; **inspecting**, discarding or arranging for repairs as required.
3. Cafeteria Workers  
Plans, prepares and serves meals in the cafeteria of Howe Sound Secondary School. Orders food, cleans up and oversees money collection.
4. Library Clerks  
Works in school library. Work includes clerical functions of typing, filing, preparing books according to accepted library procedures. Discards or mends damaged books using appropriate **tools** and materials. Performs annual inventory. Supervises pupils and assists pupils and staff in preparing projects. May assist in the preparation of the library budget. May set-up and perform minor maintenance on audio visual equipment. May enter, update and retrieve data from library computer.
5. Science Laboratory Assistants  
Works in science laboratories. Sets up, distributes, cleans, stores, maintains supplies and equipment. Receives and **cares** for chemicals and specimens. Performs clerical functions as required for producing classroom materials. Performs annual inventory.
6. Outdoor Education Assistants  
Assists teachers in instructing and supervising pupils, using a variety of equipment and tools in outdoor education programs. Prepares, organizes and repairs equipment and materials used in outdoor program using **hand/power** tools for wood and metal work, farming tools and implements, tractor and pick-up trucks. May **perform** duties related to gardening and animal husbandry. May be required to travel from the main outdoor education focal point (Coast Mountain Outdoor School) to outdoor education activities in other parts of the District.
7. Media Centre Assistants
  - a. ASSISTANT II  
Fills orders for audio visual materials received from schools and teaching staff; processes returning materials, by labelling, packaging and performing record-keeping **functions**. **Inspects** all returned materials replacing parts and repairing as required. Processes new materials for District use, labelling and accurately cataloguing them. Repairs books, laminates materials and copies audio cassettes as required. Performs

clerk functions of typing, filing, using office machines and receptionist functions. Assist clerical assistant as required.

**b. ASSISTANT III**

Works in the Instructional Media Centre in the technical aspect of the audio visual field. Provides assistance to school staffs on request. Uses the Media Centre audio visual equipment and software to loan, maintain, repair and to produce audio visual materials for use by school staffs throughout the district. Assists in budget recommendations, performs annual inventory and assists co-workers as required. May be required to perform Delivery Person's duties.

**8. Language Lab Assistants**

Supervises pupils while in Language Lab; assessing pupil performance, recording attendance; marking and updating tests and records. Produces tapes, worksheets and tests using various audio and office machines. Operates and maintains audio visual equipment referring major problems as required. Performs annual inventory of equipment and supplies, ordering and accounting for textbooks and workbooks. Arranges the schedule for Lab use. Researches equipment and material needs for budget recommendations. Travels to the Media Centre as required to use audio equipment.

**9. Special Education Assistants**

A person employed as a Special Education Assistant will work in the following type of class:

- Trainable Mentally Handicapped
- Severe Profound Handicapped
- Visually Impaired Handicapped
- Hearing Impaired Handicapped
- Autistic

or if **determined** by the Employer, other class designated as 'Low Incidence Special Education Classes' by the Ministry of Education.

Assist pupils in learning basic life and social skills. May be required to assist physically handicapped with physiotherapy. Supervises inside school building, on playgrounds and on field trips. May be required to use own vehicle for field trips. Transports pupils to various businesses in the area (Work Experience). Assists pupils by demonstrating and guiding in skills training for *performing* required tasks.

**Teacher's Assistant III**

Persons employed as Assistants in a specialized area aide position which requires completion of **two(2)** years of post secondary courses of study in the subject or related field concerned as approved by the Superintendent of Schools, and/or the career program in Teacher Assistant Training at Vancouver City College or its equivalent.

**or**

Persons employed as Assistants in a specialized area in the District who have completed **two(2)** years of post secondary courses of study in the subject or related field concerned as approved by the Superintendent of Schools, and/or the career program in Teacher Assistant Training at Vancouver City College or its equivalent.

## LETTERS OF UNDERSTANDING

### **1. JOB EVALUATION PLAN**

The Board agrees to participate in a job evaluation for **all** jobs included in the bargaining unit. Each party shall be responsible for their own costs (including cost of employees requesting leave of absence to participate) which are incurred during this process. The terms of reference, procedures and processes are to be agreed by the parties prior to **January 31, 1995**

### **2. EXPEDITED ARBITRATION:**

Letter of intent attached, stating negotiations to commence to agree to language by **March 31, 1995**

### **3. PERSONAL HARASSMENT:**

Letter of intent attached, stating the parties agree to participate in a committee with representation from each of the Employer's employee groups, the purpose of this committee to bring forward recommended policy to the Board of Trustees.

### **4. ELIMINATION OF SUPERVISOR OF MAINTENANCE POSITION FROM THE BARGAINING UNIT:**

The incumbent **shall** receive the wage increase of this Collective Agreement on the incumbent's present supervisory wage.

The incumbent is transferred without loss of benefits or seniority to a Certified Maintenance position and the incumbent's wage is frozen until the Certified Maintenance wage rate reaches the incumbent's wage rate.

The elimination of the position of Supervisor of Maintenance is effective **February 28, 1995**, the incumbent is transferred to a Certified Maintenance position effective **March 1, 1995**.

### **5. PLACE OF RESIDENCE:**

It is agreed that as a specific exception, the undertaking in Article **5.01** not to discriminate on the grounds of "place of residence" will not be applicable with respect to employment or employees at Coast Mountain Outdoor School, **Pemberton**.

### **6. HEALTH & SAFETY AT THE WORK PLACE:**

The Parties agree that all matters concerning health and safety at the work place including an employee's right to refuse to **work** in an unsafe situation, shall be referred to the Joint **Health** and Safety Committees.

The Committee's mandate shall include but not be limited to:

Occupational Health and Safety  
Computer Technology  
Work Place Ergonomics

Each Committee shall make recommendations on matters referred to it, or on its' own motion.

In the event the Committees can not agree on matters of policy or procedure such dispute shall revert to the Parties for resolution.

**7. TEACHERS ASSIST**

The Board of School Trustees of School District No. 48 (Howe Sound) and the Canadian Union of Public Employees agree to the following conditions related to the job classification of Teacher Assistant.

1. All Teacher Assistants hired to assist teachers in carrying out the teachers' responsibilities and duties shall be under the supervision of teachers and/or an Administrative Officer.
2. Teachers' Assistants shall not assume at any time the direct instructional responsibility for providing educational programs to students or groups of students nor **perform** any of the duties of teachers, except under the direction of teachers and shall not assume whole class instructional responsibilities when a teacher is absent from the classroom.

**8. VOLUNTEER AGREEMENT:**

1. Both Parties agree there is a need to develop an on-going policy with regard to the activities of volunteers in the schools of the district.
2. Both Parties agree that volunteers provide an important role in the life of the education of children in our schools and that volunteers make a socially worthwhile contribution to **society**.
3. Both Parties agree that Administrators, Teachers, Support Staff, Volunteers and students must work together in harmony **within** the framework of the delivery of services to children.
4. Both Parties recognize the work **normally** performed by Support Staff as a regular part of their duties, as outlined in Schedule **B** of the Collective Agreement, **will not** be done by volunteers, except for the purposes of instruction normally performed by teachers, experimenting or emergencies, where regular employees are not available. Reference to historical practice will be made in **determining** a "regular part of their duties".
5. Both Parties recognize that volunteer services will be supplementary to the work of Support Staff and shall not be scheduled on a regular basis.
6. Management and supervision of volunteers in schools is a **responsibility** of site based administration.
7. Both Parties recognize that there are certain **activities** in schools which are shared, either wholly or partially, with **administrators**, support staff, teachers, volunteers and students. In order to **clarify** the role of volunteers in our schools both Parties agree that

volunteers can participate in the following activities to assist regular staff:

- **instructional** support for students, consistent with this letter of understanding, in the classroom, library, computer lab and other instructional areas of **the** school as requested by teachers and approved by the administrative officer.
- prepare and deliver hot dog lunches
- provide hot lunches
- help with special events such as Halloween parties, Christmas parties, Christmas **concerts**, birthday parties, pumpkin carving
- assist with bike rodeos
- assist the public health nurse with **shots/sight testing/hearing** tests
- do head checks for lice
- assist with sports days
- assist with cross-country runs
- help with Jump Rope for Heart
- assist with the Milk Run, Terry Fox Run, etc.
- assist with the swimming program
- field trips
- trips to Coast Mountain Outdoor School
- drive to events in their own personal vehicle
- fundraise for classroom or school
- help with book fairs
- help with fun fairs
- conduct bake sales and popcorn sales
- operate student concessions
- coach teams
- organize trips, e.g. year-end picnics organize food
- organize graduation events
- provide school food bank
- organize cultural events
- organize year-end parties
- mend costumes
- care for classroom pets
- make puppets
- supply science **materials** from home
- provide resource materials from home
- manage **lost** and found items
- support their own children
- participate in Pitch-Inweek
- decorate school windows at holiday time
- minor photocopying
- assisting with bulletin board development
- assisting in kindergarten rooms, specifically with food preparation
- doing arts, crafts with children **on** special occasions
- scribing children's stories in primary grades

The Parties agree that the above list will be reviewed at least once per annum and can be modified by mutual agreement

The Parties agree that where a dispute may arise as to the appropriate **activities** volunteers may **perform** in district schools and a negotiated settlement cannot be obtained, the matter shall be submitted to an independent third party for binding resolution.

The Parties agree to use John **Thorne**, Judy **Korbin** or Katherine Bruce as the independent third party or a substitute as agreed to by the Parties.

Signed on Behalf of the Union:



President



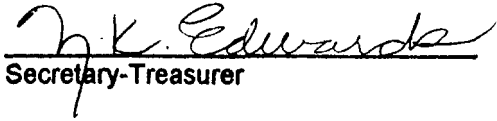
Secretary

Date: January 12, 1995

Signed on Behalf of School District #48:



Chairperson



Secretary-Treasurer

Date: January 12, 1995

BOARD OF SCHOOL TRUSTEES  
**SCHOOL DISTRICT No. 48**  
(HOWE SOUND)

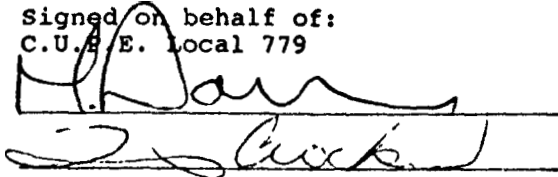
BOX 250,  
37866 SECOND AVENUE,  
SQUAMISH, B.C.  
V0N 3G0  
PHONE: 892-5228  
FAX: 892-1038

**LETTER OF UNDERSTANDING**

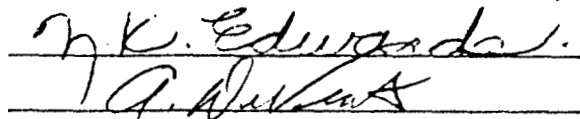
The Board of School Trustees of School District No. 48 (Howe Sound) and C.U.P.E. Local 779 agree to exclude the position of Custodial Supervisor from the bargaining unit effective immediately. It is understood that this position will no longer perform regular deliveries to schools (excluding deliveries made to custodial staff) or perform regular custodian duties, except as provided under Article 3.03 of the collective agreement.

It is further understood that the excluded supervisor will be involved in performance appraisals, employee disciplines, will act as the first line in a grievance procedure, authorize overtime, vacations and other leaves, and will be involved in planning and policy making for collective bargaining. This person will also be involved in hiring, terminations and other management functions.

Signed on behalf of:  
C.U.P.E. Local 779



School District No. 48 (Howe Sound)



Date: 9/10/24

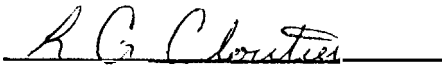
**Letter of Intent**

It is the intention of C.U.P.E. Local 779 and School District No. 48 (Howe Sound) to commence negotiations by March 31, 1995 to agree to language on Expedited Arbitration.

**Signed on Behalf of C.U.P.E.**



**President**



**Secretary**

**Date:** January 12, 1995

**Signed on Behalf of School District  
No. 48 (Howe Sound)**



**Chairman**



**Secretary-Treasurer**

**Date:** January 12, 1995



**Letter of Intent**

**Personal Harassment**

School District No. 48 (Howe Sound) and C.U.P.E. Local 779 agree to participate in a committee with representation from each of the Employer's employee groups, with the purpose of bringing forward recommended policy on Personal Harassment to the Board of School Trustees.

**Signed on Behalf of School District  
No. 48 (Howe Sound):**

  
Chairman

  
Secretary-Treasurer

**Date:** January 12, 1995

**Signed on Behalf of C.U.P.E.:**

  
President

  
Secretary

**Date:** January 12, 1995