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1996-1998

COLLECTIVE AGREEMENT

BETWEEN

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

AND

**CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 779**

ENTERED

05151(06)

OCT 28 1998

1996 -1998
COLLECTIVE AGREEMENT
BETWEEN
SCHOOL DISTRICT NO. 48 (HOWE SOUND)
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 779

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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) "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.
 - i) The time limit of six(6) months may be extended by mutual agreement of the Parties. In the case where **a** temporary employee is replacing someone **on** leave of absence, (including sick leave and Long Term Disability) a temporary appointment **can** be up to one(1) year.
 - ii) A regular employee holding a temporary position is still considered a regular employee under **this** Agreement.
- d) "probationary employee" is **an** employee who has been hired or promoted into a regular or temporary position of more than sixty(60) working days and who is **servicing** the probation period.
- e) "**casual** employee" is **an** employee employed **on** an unscheduled basis for relief work the duration of which is not expected at the time of availability of work to exceed twenty(20) working days.
- f) "regular position" is defined **as** a position deemed regular by the Employer. Such positions **may** be either full or part-time.
- g) "temporary position" is defined as a position of a limited duration with a specific start date and finish date (term specific). Such positions may be full or part-time.
- h) "location" is the place of work to which **an** employee is normally assigned **and can** be either a specific site or a geographic location within the School District. Clerical, Teacher Assistant, Accounting Clerk, Cook, Farmworker and Custodians shall be site specific.

Other employees shall be assigned to geographic locations. Site specific employees may be required to work in other sites within the School District during summer, spring and Christmas breaks or for emergencies. In the case of the assignment to a different site during the aforementioned breaks the employee shall be given forty-eight (48) hours notice of change of location.

- i) "promotion" shall be defined as the movement of an employee to a position at a higher rate of pay.
- j) "demotion" shall be defined as the movement of an employee to a position at a lower rate of pay.
- k) "transfer" shall be defined as the movement of an employee from one position to another at an equal rate of pay.
- l) "shift" shall be defined as any day an employee has received wages for time worked for the Employer.

Transition Language: Custodians shall be assigned to their current specific work site with the signing of this Agreement.

The following definitions or alternate definitions shall be discussed between the Parties upon receipt of the report of the Job Evaluation Committee. If the Parties reach agreement these or alternate definitions shall be inserted into Article 2.01 of the Collective Agreement.

- "position" a position is a specific job within a classification.
 - "classification" is a broad description, as set out in a class specification, of the requirements of any position with a specific job title or job description. A number of different positions therefore may be encompassed within a classification.
 - "class specification" is the document(s) which describes in general terms:
 - The nature and scope of work that may be required of an employee holding any position within a classification.
 - Illustrative examples of the tasks that the employee may be required to carry out; and
 - The training, experience, knowledge, abilities, skills and licenses or certificates required of the classification.
- "assignment" is a position in a specific classification, location(s) and may include the program/work area.

ARTICLE 3: RECOGNITION AND NEGOTIATIONS

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: SENIORITY

6.01 Application and Definition of Seniority

- a) Seniority shall operate on a bargaining unit wide basis.
- b) Effective June 1, 1996, "Seniority" shall be defined as a regular employee's seniority date with the Board.

6.02 Calculation of Seniority

- a)
 - i) For regular employees on staff as at June 1, 1996:

Effective June 1, 1996 a seniority list shall be prepared in accordance with the 1994 Collective Agreement (Article 6.02) The seniority hours of each of the employees on that list shall be divided by 1965 to establish the initial date of hire for purposes of a new seniority list. This new list shall be effective June 1, 1996.
 - ii) For employees hired to a regular position after June 1, 1996 and who have had temporary or casual employment with the Employer during the last twelve(12) months:

The seniority date shall be determined by calculating the number of shifts the employee has worked during the last twelve(12) months. These shifts will be retroactively credited to determine the seniority date, once the employee has successfully completed their probationary period.
 - iii) For employees hired to a regular position after June 1, 1996:

The seniority date shall be the first day of their appointment.
- b) Seniority shall upon completion of the probation period be credited retroactively from the first day of the probation period.
- c) The Employer shall maintain a list showing each regular employee's seniority. Where two(2) or more employees have the same seniority date, the tie shall be broken by lot and the winner shall be deemed more senior.
- d) A casual or temporary employee may use all shifts 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 Adjustment to Seniority Date

- a) **An** employee's seniority date shall be adjusted in the following situations:
 - for unpaid educational leave in excess of one(1) year.
 - for **an** authorized unpaid leave of absence in excess of six(6) months.
 - where **an** employee is **on** Long Term Disability **benefits** in excess of two(2) years.
- b) Adjustments **to an** employee's **seniority** date will not be made where the employee is in receipt of paid sick leave benefits, WCB benefits or on approved sick leave without pay.

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: **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 of **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.

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

An employee shall receive 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. If the Employment Standards Act provides better, the notice or pay shall be **as** per the Act. 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 on Bumping

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 (Recall)

- 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 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. Once the employee reports the employee shall be deemed to be recalled.
- d) It is the responsibility of the employee to ensure a current address is on file with the Employer.

7.08 Casual or Temporary Work While on Lay Off

- 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 who are appointed to a temporary position shall have their eighteen(18) month recall period extended by the number of shifts worked.

7.09 Short Lay Offs

This Article (Article 7) does not apply to lay offs necessitated by circumstances beyond the control of the Employer, (weather, fire, etc.) 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: **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.

[Effective upon acceptance of the Job Evaluation Committee report]

9.01 **Factors of Appointment**

In making appointments, 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**

- a) 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.
- b) Such posting and notice shall contain the following information:
 - Name of position;
 - Summary** of duties;
 - Required **qualifications**;
 - Hours of work; ~~shift~~ (day, afternoon or graveyard), hours per day **and days** of week;

- Wage rate;
- Location of position;
- All job postings shall state; "This position is open to male and female applicants".
- 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)** Probation Period - "probation period" means the first sixty(60) days worked of an employee appointed to a regular position or temporary position.

A person hired for a regular position or a temporary position shall serve a probationary period of sixty(60) days worked to determine competency and suitability for the position and for employment with the Employer. A probationary employee may be released at any time during the probationary period.

- b)** Trial Period - "trial period" is the first thirty(30) days worked by an employee (upon a promotion, transfer or demotion) to determine his/her suitability in a new classification or in a new position in the same classification if the duties and responsibilities are significantly different.

- i)** 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.

- ii)** 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. The temporary employee does not have a right to revert back to their previous position.

9.05 Temporary Assignments

A regular employee who is successful in bidding on a temporary position shall be assigned to the temporary position as per Article 9.02(h), subject to the understanding set out below. Upon completion of the temporary assignment, the employee shall be returned to her/his former position.

In recognition of the potential disruption of students, the Parties agree as follows:

- a) Regular Teacher Assistants who apply for temporary positions of longer than three(3) calendar months shall have this Article apply in its entirety.
- b) Regular Teacher Assistants who apply for temporary positions of less than three(3) calendar months shall (when their applications pursuant to Article 9.01 are considered) be subject to the evaluation of the potential disruption to students. Where it is determined that the disruption would be significant to the student's health and/or educational growth, the Employer shall advise the employee of this potential. If the employee still wishes to pursue the temporary position, then the matter shall be discussed immediately with the **Union** and if the matter is not resolved then either Party may refer the dispute to the process set out in point (d). The Employer may restrict the employee from transferring to temporary positions more than twice in a school year (please note that the first two(2) transfers in a school year may be restricted as noted earlier in this clause and they may be dealt with under section (d)).
- c) The Parties agree to meet and review the experience regarding all temporary assignments pursuant to this provision. Such review shall be concluded by May **15, 1997**. The purpose of the review is to determine if the restriction under (b) should be continued. The restriction shall be removed only if it is mutually agreed between the Parties.
- d) Where the Employer declines a request from a regular Teacher Assistant to transfer to a temporary position because of an expectation of "significant disruption to the student's health and/or educational growth", either Party may refer the matter to the Mediation Division of the Labour Relations Board (or a mutually agreeable alternate) and a mediator shall meet with the Parties and issue a brief, written, binding decision which shall allow the transfer or decline it. Such decision is to be issued within seven (7) calendar days of the referral.

9.06 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.

9.07 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.

9.08 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.

9.09 **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.

9.10 **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(s)** 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.

10.03 **Amalgamation, Merger or Regionalization**

In the event that the Employer shall merge, amalgamate, or combine any of its operations with any other employer, the Employer agrees to the retention of all rights and benefits for all employees **coming** within the new **bargaining unit** of the successor Employer, in compliance with Section 35 of the Labour Relations Code of B.C.

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 the immediate supervisor or the Employer's designate shall discuss and attempt **to** resolve such grievance or difference. It is the **Union** steward's responsibility to advise the supervisor or the Employer's designate, that the purpose of any discussion(s) is pursuant to a Step 1 Grievance. The supervisor or designate shall respond in writing to the matter raised **within five(5)** working days of the **initiation** of discussions with the employee and Union steward. Failing satisfactory settlement, **within three(3) working** days of the supervisor's written **response**, the grievance may be moved to step 2.

Step 2

Grievances submitted at Step 2 shall be stated in writing, together with the redress sought to the Secretary-Treasurer of the Employer or designate. The Parties shall attempt to resolve the grievance **within five(5)** working days of the grievance being submitted to the Secretary-Treasurer. The Secretary-Treasurer shall respond in writing **within eight(8)** working days of the receipt of the grievance. If satisfactory settlement is not reached at Step 2, the grievance **may** be referred to Step 3 **within three(3)** working days of the Secretary-

Treasurer's written response, This referral must be in writing and shall name the Union's Grievance Committee appointees.

Step 3

Upon receipt of the referral to Step 3, the Employer shall have five(5) **working** days to name the Employer's Grievance Committee appointees. Grievances referred to Step 3 shall be dealt with by the Grievance Committee named by the Employer and the Grievance Committee named by the **Union**. Each committee shall not exceed two(2) persons. This joint grievance committee shall have five(5) **working** days to hear the issues from both Parties' perspective and then shall attempt to reach a resolution. Such resolution shall be stated in writing and if accepted by the Parties shall be signed off by both Parties.

Step 4

Failing satisfactory settlement at Step 3 within a further **fifteen(15)** **working** days of the appointment of the Employer's Grievance Committee appointees, 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 EDURE

12.01 Composition of Arbitration Board

a) Three Person Board

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.

b) Single Arbitrator

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.

c) Expedited Arbitration

Any grievance that has not **been** resolved at Step 3, may be referred to expedited arbitration by the Party originating the grievance, **within** the timelines **of** Article 11.

All grievances except dismissals, suspensions or policy grievances **may** be referred **to** expedited arbitration. By mutual agreement a dismissal, suspension or policy grievance **may** be referred to expedited arbitration.

A single arbitrator shall be chosen from Judi Korbin, **Robert** Blasina, or John Thorne. **Unless** the Parties agree otherwise the arbitrator shall be

selected on a rotational basis. Nothing shall prevent the Parties from mutually agreeing to an arbitrator who is not included in the list above.

The Parties shall share equally the costs of fees and expenses of the arbitrator.

The expedited arbitrator shall:

- a) investigate the difference;
- b) define the issue in the difference; and
- c) make a written decision

Expedited arbitration decisions shall be of no precedential value and shall not thereafter be referred to by the Parties in respect of any other matter.

The expedited arbitrator shall have the same powers and authority as an Arbitration Board established under Article 12.01 above.

12.02

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.

12.03

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.

12.04

Each Party shall pay:

- 1) The fees and expenses of the arbitrator it appoints;
- 2) One-half the fees and expenses of the chairman.

12.05

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 become 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 Personnel 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 **(112)** hour lunch period.
- c) Maintenance Trades employees required to work away from their home on an overnight basis shall be paid an allowance of twenty dollars(\$20) per night for each night they are away from home to a maximum of sixty dollars(\$60) per week. **This** allowance is over and above any accommodation or board paid to the employees.

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 TIME

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

- a) "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.
 - i) Regular overtime rate shall be double time(2T);
 - ii) No overtime shall be worked without the specific authority of the Employer, except in an emergency.
- b) In the event overtime work is assigned to employees at a specific site it shall be **assigned** first to those regular qualified employees at the site **and** then to others who may be available.

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 overtime 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 sixty-four (64) 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 the first pay period in February each year will be paid to the employee on the next pay period (unless the employee requests a delay of the payout until no later than August 31 of the current year). If the employee requests a delay in payout and subsequently requests time off in lieu of overtime then such request shall be subject to the approval of the appropriate supervisor.

ARTICLE 18: GENERAL YS

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: ANNUA VACATIONS

19.01 Vacation Period and Minimum Vacation

- a)** For the purposes of ~~this~~ Agreement, the annual vacation period shall ~~run~~ from July 1st to June 30th.
- 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) i) 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 A
After 10 years	5 weeks	9.7%
After 17 years	6 weeks	11.5%

- ii) 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.

- iii) Twelve(12) month employees shall have their vacation entitlement proportionately adjusted for **an** unpaid leave of absence in excess of **twenty(20) working days**. Their continuous years of service shall not be adjusted.

- 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) i) 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, except for vacation during the months of July and August. Where employees wish to take their vacation during the **months** of July and August they shall submit their request in writing to their supervisors by May 01 of that year. The supervisor shall notify the employees of those approved vacations by May 15.
- ii) 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.
- iii) **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 qualified **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 GRATUITY

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 pre-retirement interview/seminar.

ARTICLE 22: LEAVE OF ABSENCE

22.01 Union Leave - With Pay

- a) i) The Employer agrees that where permission **has** been granted, three(3)employees (official representatives of the **Union**) may leave their employment temporarily in order to carry on negotiations, arbitration or grievance meetings. These employees shall suffer no loss in pay for time **so** spent.
- ii) Where **Union** representatives are requested or required by the Employer to attend meetings, leave of absence without loss of pay shall be granted, for up **to** three (3) Union representatives.
- b) Additional employees 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 Leaves of Absence Without Pay

The Employer may grant leave of absence without pay to any employee requesting such leave for **good** and sufficient **cause**.

- a) Education Leave
 - i) Educational Leave of up **to one(1)** year to attend a recognized post secondary or trade institution provided that the employee has been employed with the Employer for **five(5)** consecutive years or provided **five(5)** years have elapsed since the employee's return to work from a previously approved educational leave.
 - ii) Such leave shall be requested **in** writing **no** later than **two(2)** months prior to the requested **start** date of the leave.
- b) General Leaves Without Pay
 - i) Up to ten(10) days per employee per year **on** the employee's written request.
 - ii) Up to **sixty(60)** consecutive working days after **five(5)** consecutive years of employment with the Employer or after **five(5)** years have elapsed **since** the employee's return from a similar previous leave. Such leave shall **be** requested **no** later than **one(1)** month prior **to** the requested **start** date of the leave.
- c) Approved unpaid leaves of absence of up to and including **sixty(60)** working days per year shall not affect benefits or conditions **contained** in the Collective Agreement.
- d) The **Union** shall be notified of any such requests and if they have **been** granted.

22.05 Leave For Family Illness

- a) Two(2) days leave without loss of pay will be granted in any one(1) 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. For the purpose of this Article, immediate family is defined as those persons covered in Article 22.03 (b).

- b) 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.
- c) The employee shall provide an explanation of the need for the leave and the Employer may also require substantiation by medical certificate.
- d) The maximum leave allowed under this Article will be five **(5)** days per calendar year.
- e) It is understood that family emergency leave is not normally to be **used** for scheduled medical appointments.

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 **(1)** 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, or
 - (ii) the employee elects to continue to pay her share of the cost of a plan that is paid jointly by the Employer and the employee.
- h) Upon **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

- a) Entitlement to **Benefits**
 - i) Regular employees and qualifying temporary employees **as** defined in Article 23.04, working fifty percent(50 %) or more shall be enrolled at the beginning of the month following **successful** completion of probation in the following health and welfare benefit plans.
 - ii) Employees receiving the benefits of these plans at the date of this contract may continue to participate.
 - iii) 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.
 - iv) Employees in receipt of LTD benefits will pay one hundred percent(100%) of the benefit premiums **as** at the **date** that the **LTD** claim is approved.
 - v) Employees on general leave may, upon written application to the Secretary-Treasurer remain on the health and welfare benefit plans for the **period** of the general leave. It is understood the employee will be required to pay one hundred percent (100%) of the benefit premium while on such leave.
 - vi) Temporary employees shall be entitled to benefits in this Agreement if the position exceeds six(6) months.
 - vii) Casual employees are not entitled to benefits under this Agreement except **as** provided by Statute.

- b) Medical Plan (Medical Services Plan of B.C.):
-participation is voluntary;
- c) Extended Health Benefits Plan:
(including eye-glass coverage for a total of \$250.00 every two years.)

-participation is voluntary;
- d) Group Life Insurance Plan:
-participation in regular plan is a condition of employment;
- e) 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
- f) **Long Term Disability (LTD)**:
-participation is a condition of employment;
employees pay 100% of the premium;
- g) 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%.
- h) 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) Effective July 1, 1996 the Employer will pay one hundred percent(100%) of benefit **premiums** for the following plans; Medical, Extended Health Benefits, Group Life, Dental and Employee and Family Assistance.

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) All part-time, casual **and** temporary employees must be given the option of enrolling **as** members of the Municipal Pension Plan when the employee **has** completed two(2) years of continuous employment and has earnings

of not less than thirty-five percent(35 %) of the year's maximum pensionable earnings in each of two(2) consecutive calendar years.

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 considered 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 is 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 for 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, 1996, to and including December 31st, 1998 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, 1998) 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 12TH DAY OF JULY, 1996.


PRESIDENT


SECRETARY

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

THIS 12TH DAY OF JULY, 1996.


CHAIRMAN


SECRETARY-TREASURER

SCHEDULE "A"

WAGES AND SALARIES

	Jan. 1 1996	Jan. 1 1997	Jan. 1 1998
Maintenance Department			
Maintenance:			
-certified tradesman	\$22.23	\$22.43	\$22.63
Maintenance: uncertified			
- start	18.63		
- 6 months	19.11		
- 12 months	19.80		
- 18 months	20.65		
- 24 months	21.44		
- 30 months	22.23	22.43	22.63
Custodial Department			
Custodian:			
- start	17.45		
- 6 months	17.74		
- 12 months	18.04	18.24	18.44
Head Custodian	18.36	18.56	18.76
Transportation Department			
Bus Driver	19.37	19.57	19.77
Grounds Department			
Groundsperson	18.04	18.24	18.44

WAGES AND SALARIES

	Jan. 1 1996	Jan. 1 1997	Jan. 1 1998
Clerical Department			
Clerk 1 - start	\$16.10		
- 6 months	16.40		
- 12 months	16.69	16.89	17.09
Clerk 2 - start	18.22		
- 6 months	18.52		
- 12 months	18.86	19.06	19.26
Clerk 3 - start	18.52		
- 6 months	18.86		
- 12 months	19.17	19.37	19.57
Accounting Clerk			
- start	18.86		
- 6 months	19.16		
- 12 months	19.48	19.68	19.88
Teachers Assistants			
T.A. 1 - start	16.05		
- 6 months	16.42		
- 12 months	16.83	17.03	17.23
T.A. 2 - start	16.42		
- 6 months	16.83		
- 12 months	17.21	17.41	17.61
T.A. 3 - start	17.56		
- 6 months	17.96		
- 12 months	18.32	18.52	18.72
Cook	18.88	19.08	19.28

WAGES AND SALARIES

	Jan. 1 1996	Jan. 1 1997	Jan. 1 1998
Supervisor of Community Use of Schools			
- start	\$21.37		
- 6 months	22.31		
- 12 months	23.27	23.47	23.67
Home School Coordinator	18.77	18.97	19.17
Farm Worker	18.52	18.72	18.92
Department Head Allowance	3.15	3.18	3.21
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 (1/2) 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 **carrying on** normal duties.

Additional five percent(5%) of regular wages, **from** the second (2nd) day onwards of being in charge of a specific job, while **acting as** such.

OUTDOOR SCHOOL FARM WORKER

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 assists 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 (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 orders, correspondence, departmental meeting minutes and curriculum material. Enters, updates and retrieves data from the computer as required, including inventory and budget information.

Receives and sends 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 fields, 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 fields 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 microcomputers 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 parts 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 I

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**.

a. **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 Assistant..

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 clerical 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

March 1996:

Understanding on the Job Evaluation Committee report referenced in Article 9.01. It is understood that the Joint Job Evaluation Committee is expected to report their recommendations with respect to job descriptions (class specifications) and the appropriate qualifications of the various jobs. Once appeals are completed and the Parties have signed off the appropriate job descriptions (class specifications), and the report has been received by the Union and the Employer the report shall be deemed to be accepted.

2. EXCLUSION OF CUSTODIAL SUPERVISOR

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.

June 24, 1991

3. 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

January 12, 1995

4. ELIMINATION OF SUPERVISOR OF MAINTENANCIS POSITION FROM THE BARGAINING UNIT:

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. CHER'S ANTS

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-In week
- 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.

January 12, 1995



**CANADIAN UNION OF PUBLIC EMPLOYEES
(CLC)**

**AUTHORIZATION CARD FOR DEDUCTION OF
INITIATION FEE AND DUES (L.C. of B.C. s.10)**

Until this authority is revoked by me in writing, I hereby authorize my employer

.....
to deduct from my wages and to pay to CUPE **Local** fees and dues in the amounts following:

- (1) Initiation fees in the amount \$
- (2) Dues of \$ per month
- (3) Dues of per cent of monthly wages.

.....
Date

.....
Signature of Employee

L2(B.C.)



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