

**COLLECTIVE AGREEMENT**

**between the**

**BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT #81 (FORT NELSON)**

**and the**

**B.C. GOVERNMENT AND SERVICE  
EMPLOYEES' UNION (BCGEU)**

**Effective from July 1, 2000 to June 30, 2003**

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## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of the Agreement

- (a) The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.
- (b) The Parties to this Agreement share a desire to improve the quality of the service of School District #81. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels of the public schools service in which members of the bargaining unit are employed.

### 1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the Parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

### 1.3 Conflict with Regulations

In the event that there is a conflict between the contents of this Agreement and any regulation made by the Employer, or on behalf of the Employer, this Agreement shall take precedence over the said regulation.

### 1.4 Use of Terms

- (a) *Masculine and Feminine*

The masculine and feminine gender may be used interchangeably throughout this Agreement. Whenever one gender is used it shall be construed as meaning the other if the facts or context require.

- (b) *Singular and Plural*

Wherever the singular is used the same shall be construed as meaning the plural if the facts so require.

### 1.5 Harassment

- (a) The Employer and the Union recognize the benefit to be derived from a work environment free from harassment. The Parties agree to foster and promote such an environment.
- (b) Harassment is defined as: deliberate gestures or comments which serve no legitimate work related purpose, that ought reasonably to be known to be unwelcome by the recipient, directed towards an individual on the basis of age, race, gender, national or ethnic origin, colour, religion, disability, marital status, sexual orientation, family status, or a conviction of offence for which a pardon was granted.

### 1.6 Sexual Harassment in the Work Place

- (a) Sexual harassment violates the fundamental rights, dignity and integrity of the individual. School District #81 Fort Nelson in cooperation with the BCGEU is committed to providing a work environment free from sexual harassment for all employees.
- (b) Sexual harassment is any unwelcome comment or conduct of a sexual nature that may detrimentally affect the work environment or lead to adverse job-related consequences for the victim of the harassment.

Sexual harassment includes, but is not limited to, unwanted physical contact, sexual advances, requests for sexual favours, suggestive or offensive comments or gestures emphasizing sexuality, sexual identity, or sexual orientation.

### **1.7 Harassment/Sexual Harassment Complaint Procedures**

If an employee believes that they are a victim of harassment/sexual harassment, they shall have the right to be relieved from their duties without loss of pay in order to speak with a Union steward.

#### *(a) Step 1*

The complainant, if comfortable with that approach, may choose to speak to or correspond directly with the alleged harasser to express his/her feelings about the situation.

Before proceeding to Step 2, the complainant may approach his/her administrative officer, steward or other contact person to discuss potential means of resolving the complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved.

#### *(b) Step 2*

(1) If a complainant chooses not to meet with the alleged harasser, or no agreement for resolution of the complaint has been reached, or an agreement for resolution has been breached by the alleged harasser, a complaint may be filed with the superintendent or designate.

(2) The Employer shall notify in writing the alleged harasser of the complaint and provide notice of investigation.

(3) In the event the superintendent is involved either as the complainant or alleged harasser, the complaint shall, at the complainant's discretion, be immediately referred to either BCPSEA or a third Party who shall have been named by prior agreement of the Employer and the Union who shall proceed to investigate the complaint in accordance with Step 3 and report to the Board.

#### *(c) Step 3*

(1) The Employer shall investigate the complaint. The investigation shall be conducted by a person who shall have training and/or experience in investigating complaints of harassment. The complainant may request that the investigator shall be of the same gender as the complainant and where practicable the request will not be denied.

(2) The investigation shall be conducted as soon as is reasonably possible and shall be completed in ten (10) working days unless otherwise agreed to by the Parties, such agreement not to be unreasonably withheld.

### **1.8 Remedies**

(a) Where the investigation determines harassment has taken place, the complainant shall, when appropriate, be entitled to but not limited to:

(1) reinstatement of sick leave used as a result of the harassment; and

(2) any necessary counseling to deal with the negative effects of the harassment; and

(3) redress of any career advancement or success denied due to the negative effects of the harassment; and

(4) recovery of other losses and/or remedies which are directly related to the harassment.

- (b) Where the investigator has concluded that harassment or sexual harassment has occurred, and the harasser is a member of the bargaining unit, any disciplinary sanctions that are taken against the harasser shall be done in accordance with provisions in the agreement regarding discipline.
- (c) The Union and the complainant shall be informed in writing that disciplinary action was or was not taken.
- (d) If the harassment results in the transfer of an employee it shall be the harasser who is transferred, except where the complainant requests to be transferred.
- (e) If the Employer fails to follow the provisions of the Collective Agreement, or the complainant is not satisfied with the remedy, the complainant may initiate a grievance at Step 3 of the grievance procedure. In the event the alleged harasser is the superintendent, the Parties agree to refer the complaint directly to expedited arbitration.

## **1.9 Training**

- (a) The Employer, in consultation with the Union, shall be responsible for developing and implementing an ongoing harassment and sexual harassment awareness prevention program for all employees.

Where a program currently exists and meets the criteria listed in this Agreement, such a program shall be deemed to satisfy the provisions of this Article. The awareness program shall initially be for all employees and shall be scheduled at least once annually for all new employees to attend.

- (b) Within twelve (12) months of the concluding of the Collective Agreement, the Employer shall have a training program in place. The program shall include but not be limited to:
  - (1) The definitions of harassment and sexual harassment as outlined in this Agreement; and
  - (2) understanding situations that are not harassment or sexual harassment, including the exercise of an employer's managerial and/or supervisory rights and responsibilities; and
  - (3) developing an awareness of behaviour that is illegal and/or inappropriate; and
  - (4) outlining strategies to prevent harassment and sexual harassment; and
  - (5) a review of the resolution of harassment and sexual harassment as outlined in this Agreement; and
  - (6) understanding malicious complaints and the consequences of such; and
  - (7) outlining any Board policy for dealing with harassment and sexual harassment; and
  - (8) outlining laws dealing with harassment and sexual harassment which apply to employees in BC.

## **ARTICLE 2 - UNION RECOGNITION AND RIGHTS**

### **2.1 Bargaining Unit Defined**

The bargaining unit, which is the unit for collective bargaining described in the certification for which the B.C. Government and Service Employees' Union was certified by the Labour Relations Board of BC on August 4, 1981, and varied on June 15, 1999, includes all employees of School District #81 except those employees in positions mutually agreed to between the Parties as managerial and/or confidential exclusions, and teachers as described in the School Act.

It is hereby understood and agreed that the following three (3) positions are excluded from the bargaining unit:

- (a) Administrative Assistant (Payroll 1.3 FTE);
- (b) Administrative Assistant (Education)
- (c) Supervisor of Administrative Services

## **2.2 Bargaining Agent or Recognition**

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees to whom the certification issued by the Labour Relations Board on August 4, 1981 and varied on June 15, 1999, applies.

## **2.3 Correspondence**

The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this Agreement shall be sent to the President of the Union or his designate.

The Employer agrees that a copy of any correspondence between the Employer and any employee in the bargaining unit covered by this Agreement pertaining to the interpretation or application of any clause in this Agreement, shall be forwarded to the President of the Union or his designate.

## **2.4 No Other Agreement**

No employee covered by this Agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives which may conflict with the terms of this Agreement.

## **2.5 No Discrimination for Union Activity**

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union.

## **2.6 Recognition and Rights of Stewards**

The Employer recognizes the Union's right to select stewards to represent employees. The Employer and the Union will agree on the number of stewards, taking into account both operational and geographic considerations. The Union agrees to provide the Employer with a list of the employees designated as stewards for each jurisdictional area. A steward, or his/her alternate, shall obtain the permission of his/her immediate supervisor before leaving his/her work to perform duties as a steward. Leave for this purpose shall be with pay. Such permission shall not be unreasonably withheld. On resuming his/her normal duties the steward shall notify his/her supervisor. Duties of the stewards shall include:

- (a) investigation of complaints of an urgent nature; or
- (b) investigation of grievances and assisting any employee which the steward represents in preparing and presenting a grievance in accordance with the grievance procedure; or
- (c) supervision of ballot boxes and other related functions during ratification votes; or
- (d) conducting worksite visits with the approval of the Superintendent; or
- (e) carrying out duties within the realm of assigned safety responsibilities for stewards who are members of safety committees; or
- (f) attending meetings called by Management.

## 2.7 Bulletin Boards

The Employer shall provide bulletin board facilities for use of the Union, the sites to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to notices of meetings and other notices of interest to members of the Union.

## 2.8 Union Insignia

A Union member shall have the right to wear or display recognized insignia of the Union.

## 2.9 Right to Refuse to Cross Picket Lines

All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the prevailing legislation. Any employee failing to report for duty shall be considered to be absent without pay. Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

## 2.10 Time Off for Union Business

### (a) *Without Pay*

Leave of absence without pay and without loss of seniority will be granted:

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;
- (3) for three (3) employees who are representatives of the Union on a bargaining committee to attend meetings of the bargaining committee;
- (4) to employees called by the Union to appear as witnesses before an Arbitration Board.

### (b) *With Pay*

Leave of absence with pay and without loss of seniority will be granted to three (3) employees who are representatives of the Union on the Union's Bargaining Committee to carry on negotiations with the Employer.

(c) The Union shall provide the Employer with reasonable notice prior to the commencement of leave under this Article. It is understood that employees granted leave of absence pursuant to this Article shall receive their current rate of pay while on leave of absence with pay. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

## 2.11 Emergency Services

The Parties recognize that in the event of a strike or lockout, situations may arise of an emergency nature. To this end, the Employer and the Union will agree to provide services of an emergency nature.

## ARTICLE 3 - UNION SECURITY

All employees of School District #81 shall, as a condition of employment, become members and maintain membership in the Union.

#### **ARTICLE 4 - CHECK-OFF OF UNION DUES**

- (a) The Employer shall, as a condition of employment, deduct from the monthly wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union. Every employee shall sign a check-off form authorizing this deduction in accordance with the prevailing legislation.
- (b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.
- (c) Deductions of a fixed amount shall be made monthly in the second payroll period of each month and membership dues or payment in lieu thereof shall be considered as owing in the month for which they are so deducted.
- (d) All deductions shall be remitted to the Union or its assigns not later than twenty-eight (28) days after the date of deduction and the Employer shall also provide a list of names as well as classifications of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee.
- (e) Before the Employer is obliged to deduct any amount under Section (a) of this Article, the Union must advise the Employer in writing of the fixed amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the Staff Representative of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.
- (f) From the date of the signing of this Agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit.

#### **ARTICLE 5 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES**

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.

#### **ARTICLE 6 - RIGHTS OF EMPLOYER**

The Union recognizes the rights of the Employer to operate and manage the schools in accordance with its commitments and responsibilities, and to make and alter from time to time rules and regulations to be observed by employees; such rules and regulations shall not be contrary to any provisions of this Agreement.

The Employer shall always have the right to hire, assign, promote, discipline and discharge employees for proper cause subject to the provisions of this Agreement.

#### **ARTICLE 7 - EMPLOYER/UNION RELATIONS**

##### **7.1 Representation**

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this, the Union shall supply the

Employer with the names of its officers and similarly the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

### **7.2 Union Bargaining Committees**

A Union bargaining committee shall be appointed and consist of three (3) members of the bargaining unit together with the Staff Representative of the Union. The Union shall have the right at any time to have the assistance of members of the staff of the Union when negotiating with the Employer.

### **7.3 Union Representatives**

The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance. Members of Union staff shall notify the Secretary-Treasurer in advance of their intention and their purpose for entering and shall not interfere with the operation of the section concerned. In order to facilitate the orderly, as well as the confidential investigation of grievances, the Employer will make available to the Union representatives or stewards temporary use of an office or similar facility.

### **7.4 Technical Information**

The Employer agrees to provide the Union with such information that is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes.

## **ARTICLE 8 - GRIEVANCES**

### **8.1 Grievance Procedure**

The Employer and the Union recognize that grievances may arise concerning:

- (a) differences between the Parties respecting the interpretation, application, operation, or any alleged violation of a provision of this Agreement or Arbitral Award, including a question as to whether or not a matter is subject to arbitration; or
- (b) the dismissal, discipline or suspension of an employee bound by this Agreement. The procedure for resolving a grievance shall be the grievance procedure in this Article.

### **8.2 Step 1**

In the first Step of the grievance procedure, every effort shall be made to settle the dispute with his/her supervisor. The aggrieved employee shall have the right to have his/her steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the Union steward, to Step 2 of the grievance procedure.

### **8.3 Time Limits to Present Initial Grievance**

An employee who wishes to present a grievance at Step 2 in the manner prescribed in Section 8.4, must do so no later than thirty (30) days after the date:

- (a) on which he was notified orally or in writing, of the action or circumstances giving rise to the grievance;
- (b) on which he first became aware of the action or circumstances giving rise to the grievance.

**8.4 Step 2**

- (a) Subject to the time limits in Article 8.3, the employee may present a grievance at this level by:
- (1) recording his/her grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
  - (2) stating the Article or Articles of the Agreement infringed upon or alleged to have been violated, and the remedy or correction required; and
  - (3) transmitting this grievance to his/her supervisor through the Union steward.
- (b) The supervisor shall:
- (1) forward the grievance to the Secretary-Treasurer;
  - (2) provide the employee with a receipt stating the date on which the grievance was received.

**8.5 Time Limit to Reply at Step 2**

The Secretary-Treasurer shall reply in writing to an employee's grievance within fourteen (14) days of receiving the grievance at Step 2.

**8.6 Step 3**

The Staff Representative of the Union, or his/her designate, may present a grievance at Step 3:

- (a) within fourteen (14) days after the decision has been conveyed to him/her by the Secretary-Treasurer;
- (b) within fourteen (14) days after the Employer's reply was due.

**8.7 Time Limit to Reply at Step 3**

The Chief Executive Officer shall reply in writing to the grievance within thirty (30) days of receipt of the grievance at Step 3.

**8.8 Failure to Act**

If the Staff Representative of the Union, or his/her designate, does not present a grievance to the next higher level within the prescribed time limits, the grievance will be deemed to be abandoned. However, the Union shall not be deemed to have prejudiced their position on any future grievance.

**8.9 Time Limit to Submit to Arbitration**

Failing satisfactory settlement at Step 3, and pursuant to Article 9, the Staff Representative, or his designate, may inform the Employer of his intention to submit the dispute to arbitration within:

- (a) thirty (30) days after the Employer's decision has been received;
- (b) thirty (30) days after the Employer's decision was due.

**8.10 Administrative Provisions**

- (a) Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be by registered mail, or FAX, or any other mutually agreed upon means.
- (b) Grievances, replies and notification shall be deemed to be presented on the day on which they are registered, and received on the day they were delivered to the appropriate office of the Employer or the Union.

(c) In the event of a dispute, strike, lockout, or other work stoppage in the Canada post office, within British Columbia, this section shall not apply.

#### **8.11 Dismissal and Suspension Grievances**

(a) The Employer shall notify an employee in writing of a decision to suspend or discharge the employee and shall in the notice indicate the reasons for the action.

(b) A copy of the written notice of dismissal or suspension shall be forwarded to the President of the Union or his designate, within five (5) days of the action being taken.

(c) The Employee, within five (5) working days of receiving the notice, may file a grievance regarding the Employer's action.

(d) The grievance shall be heard by an Arbitration Board (or a single arbitrator if mutually agreed) within ten (10) working days of filing. The chairman, or single arbitrator, shall be selected from a mutually agreed list on the basis of the person who is available to hear the case within ten (10) days.

(e) The Parties may each name a nominee to the board, but the nominees must be available on the date acceptable to the Chairman.

(f) The Arbitration Board shall announce its decision orally or by letter within ten (10) working days of the hearing, with written reasons to follow.

(g) This Article shall not apply for suspensions of three (3) days or less. Such suspensions shall be subject to the normal grievance procedure.

#### **8.12 Deviation from Grievance Procedure**

The Employer agrees that after a grievance has been initiated by the Union, the Employer's representative will not enter into discussion or negotiation, with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union. In the event that after having initiated a grievance through the grievance procedure, an employee endeavors to pursue the same grievance through any other channel, then the Union agrees that pursuant to this Article the grievance shall be considered to have been abandoned.

#### **8.13 Policy Grievance**

Where either Party to this Agreement disputes the general application, interpretation, or alleged violation of an Article of this Agreement, the dispute shall be discussed initially with the Employer and the Union as the case may be, within sixty (60) days of the occurrence. Where no satisfactory agreement is reached, either Party may submit the dispute to arbitration, as set out in Article 9 of the Agreement.

#### **8.14 Technical Objections to Grievances**

It is the intent of both Parties to this Agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end, an arbitration board 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 according to equitable principles and the justice of the case.

#### **8.15 Effective Date of Settlements**

Settlements reached at any Step of the grievance procedure in this Article, other than 8.13, shall be applied retroactively to the date of the occurrence of the action or situation which gave rise to the

grievance, but not prior to the effective date of the Agreement in effect at the time of the occurrence or the date set by a Board of Arbitration.

#### **8.16 Amending of Time Limits**

The time limits fixed in this grievance procedure may be altered by mutual consent of the Parties, but the same must be in writing.

### **ARTICLE 9 - ARBITRATION**

#### **9.1 Notification**

Where a difference arising between the Parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the Parties may, after exhausting the grievance procedure in Article 8, notify the other Party within thirty (30) days of the receipt of the reply at Step 3, of its desire to submit the difference or allegation to an Arbitration Board.

#### **9.2 Pre-Arbitration**

The Chief Executive Officer or his designate shall meet with the Union Representative within fifteen (15) calendar days of receipt of the Union's Notice of the Intent to Arbitrate. The Parties will attempt to resolve the grievance, or alternatively explore common ground respecting the matter and agree upon an Arbitrator from the following list:

- (a) Guy Beaulieu
- (b) Margarite Jackson
- (c) Ron Keras
- (d) Judi Korbin

The Arbitrators shall be used on a rotational basis, provided they are available to convene a hearing within a reasonable length of time.

#### **9.3 Decision of the Arbitrator**

The decision of the Arbitrator shall be final, binding and enforceable on the Parties. The Arbitrator shall have the power to dispose of a grievance by any arrangement deemed just and equitable however, the Arbitrator shall not have the power to change this Agreement by altering, modifying or amending any provision.

#### **9.4 Time Limit for Decision**

An Arbitrator shall render a written decision to the Parties within thirty (30) calendar days of the date the Arbitration hearing is concluded. This time period may be altered by consent of the Parties.

#### **9.5 Disagreement on Decision**

Should the Parties disagree as to the meaning of the Arbitrators decision, either Party may apply to the Arbitrator to reconvene to clarify the decision, which he shall make every effort to do within seven (7) days.

#### **9.6 Costs**

The Parties to this Agreement shall jointly bear the cost of the Arbitrator and each of the Parties shall be responsible for the cost of its own representatives and witnesses.

## ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

### 10.1 Burden of Proof

In all cases of discipline, the burden of proof of just cause shall rest with the Employer.

### 10.2 Discipline

An employee shall be given a copy of any document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute such entry in his/her file, he/she shall be entitled recourse through the grievance procedure. The Employer may dismiss or otherwise discipline an employee for just and reasonable cause. Notice of dismissal or suspension shall be in writing and shall set forth the reasons for discipline.

### 10.3 Employee Records

- (a) Records concerning an employee's job performance that have been listed for over twelve (12) months will be withdrawn at the employee's request, provided there has been no further offence.
- (b) The Employer agrees not to introduce as evidence in any disciplinary hearing any document from the file of an employee, the existence of which the employee was not aware of at the time of filing.
- (c) The Staff Representative of the Union or his/her designate, shall, upon written authority of an employee, be entitled to review an employee's personnel file, in the office in which the file is normally kept during regular office hours, in order to facilitate the investigation of a grievance.
- (d) The record of any employee shall not be used against him/her at any time after the employee was entitled under (a) above to have the record withdrawn.
- (e) Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered an admission that such discipline was justified.

### 10.4 Evaluation Reports

Where a formal evaluation of an employee's performance is carried out, the employee shall be given sufficient opportunity after the interview to read and review the evaluation. Provision shall be made on the evaluation form for an employee to sign it. The form shall provide for the employee's signature in two (2) places, one (1) indicating that the employee has read and accepts the evaluation, and the other indicating that the employee disagrees with the evaluation. The employee shall sign in one (1) of the places provided. An employee shall, upon request, receive a copy of this evaluation report at the time of signing. An evaluation report shall not be changed after an employee has signed it, without the knowledge of the employee.

### 10.5 Right to have Steward Present

- (a) Where a supervisor intends to interview an employee for disciplinary purposes or the employee being interviewed believes that discipline might arise as a result of the interview, the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact his/her steward, providing that this does not result in an undue delay of the appropriate action being taken.
- (b) A steward shall have the right to consult with a Staff Representative of the Union and to have a local Union representative present at any discussion with supervisory personnel which the steward believes might be the basis of disciplinary action against the steward providing that this does not result in an undue delay of the appropriate action being taken.

### **10.6 Rejection During Probation (Newly Hired Employees)**

The Employer may dismiss a probationary employee for just cause. The test of dismissal for just cause shall be a test of suitability for the probationary employee for continued employment in the position to which he/she has been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

### **10.7 Abandonment of Position**

An employee who fails to report for duty for five (5) consecutive working days without informing the Employer of the reason for his/her absence will be presumed to have abandoned his/her position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not informing the Employer.

## **ARTICLE 11 - SENIORITY**

### **11.1 Definition of Employees**

- (a) Regular employees are those who are employed for continuous full or part-time work and includes sessional staff [ten (10) month employees].
- (b) Temporary employees are those who are employed to replace regular employees for a minimum of twenty (20) consecutive days and a maximum of ninety (90) days. All temporary employees shall receive a letter of appointment clearly stating the employment status and expected duration of employment.
- (c)
  - (1) Term certain employees are hired to replace employees who are absent on General Leave for Education purposes, sick leave Maternity and/or Adoption leave. These employees shall be considered discharged for cause at the end of their appointment.
  - (2) Any difficulties arising out of this Article shall be discussed at the Union/Management Committee level, prior to a grievance being filed.
  - (3) The application of (d)(1) above prevents access to Article 13.
- (d)
  - (1) Support staff casual employees are those who are employed for less than twenty (20) consecutive working days. Casual employees are not entitled to the following Articles; 11, 12, 13, 16 (except as provided by legislation), 17, 18, 19, 20, 22, 23 (except Articles 23.02(a) and 23.10) 24, 25, 26.8, 27, E.F.A.P.
  - (2) Maintenance staff casual employees are those employees who are employed for less than one hundred and twenty (120) consecutive working days. These employees are not entitled to the following Articles; 11, 12, 13, 16 (except as provided by legislation), 17, 18, 19, 20, 22, 23 (except Articles 23.02(a) and 23.10) 24, 25, 26.8, 27, E.F.A.P.
- (e) Students are those employees that are registered as full time high school students in the current school year. They are employed for less than one hundred and twenty (120) consecutive working days. Students are not entitled to the following Articles: 11, 12, 13, 16 (except as provided by legislation), 17, 18, 19, 20, 22, 23 (except Articles 23.2(a) and 23.10), 24, 25, 26.8 and 27.

### **11.2 Seniority Defined**

- (a) Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall operate on a bargaining unit-wide basis.

(b) Service seniority shall be calculated on total regular hours worked and shall include paid holidays and annual vacation. In the event two (2) or more employees have the same seniority the tie breaker shall be determined by chance.

(c) Temporary employees shall become regular employees and shall be placed on the seniority list when they have completed ninety (90) days of employment, including paid statutory holidays. For the purposes of layoff and recall prior to inclusion on the regular seniority list, a 'temporary' seniority list shall be maintained. A temporary employee shall be placed on this seniority list upon completion of thirty (30) days worked.

### **11.3 Seniority List**

The Employer shall maintain a seniority list showing each employee's accumulated seniority. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in September and February of each year.

### **11.4 Probation for Newly Hired Employees**

(a) Probation for an employee means that period that an employee is on trial in the position to which he/she was hired.

(b) A newly hired employee shall be on probation only for the first sixty (60) working days of his/her employment. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement. After completion of the probationary period, seniority shall be effective from the original date of employment.

### **11.5 Loss of Seniority**

An employee shall not lose seniority rights if he/she is absent from work because of sickness, disability, accident, layoff or leave of absence approved by the Employer.

An employee shall only lose his/her seniority in the event:

- (a) he/she is discharged for just cause and is not reinstated;
- (b) subject to Clause 11.6, he/she voluntarily terminates his/her employment or abandons his/her position subject to Clause 10.7;
- (c) he/she is on layoff for more than fifteen (15) months;
- (d) after notification by registered mail, he/she fails to return to full-time work within five (5) working days except for reasons of illness or other just cause. The employee shall be responsible for keeping the Employer informed of his/her current address.

### **11.6 Transfer and Seniority Outside Bargaining Unit**

Except for temporary substitution, no employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside of the bargaining unit, he/she shall retain his/her seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such employee shall have the right to return to a position in the bargaining unit during his/her trial period, which shall be a maximum of one (1) year. If an employee returns to the bargaining unit, he/she shall be placed in a job consistent with his/her seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

### **11.7 Re-Employment**

A regular employee who resigns his/her position and within ninety (90) days is re-employed as a regular employee shall be granted a leave of absence without pay covering those days absent and shall retain all provisions and rights in relation to seniority and other fringe benefits.

## **ARTICLE 12 - STAFFING/STAFF DEVELOPMENT**

### **12.1 Promotion, Demotion and Transfer**

- (a) Promotion means a change from an employee's position to one with a higher maximum salary.
- (b) Demotion means a change from an employee's position to one with a lower maximum salary.
- (c) Transfer refers to the movement of an employee from one position to another which does not constitute a demotion or promotion.

### **12.2 Posting**

All positions within the bargaining unit that are vacant, increased by more than one (1) hour per day or new positions that are to be filled, shall be posted on the bulletin boards for a period of not less than four (4) working days prior to the closing date. It is understood that if a position(s) hours are increased on more than one (1) occasion it shall be posted. Such posting shall contain the following information:

- (a) classification;
- (b) salary range;
- (c) job duties;
- (d) hours of work.

If an employee is required to use his/her own automobile in the performance of his/her duties, the Employer shall ensure that the position posting or advertisement shall include this requirement.

In order that all employees, both current and laid off, have an equal opportunity to apply on vacant or new Bargaining Unit positions, employees shall be allowed to submit a "Letter of Preference" indicating which position/classification they wish to apply on. Such letters may indicate a preference for full or part-time work and/or the preferred worksite.

Letters of Preference shall remain valid for three (3) months.

### **12.3 Concurrent Advertising**

Advertising for vacancies may be conducted concurrently within the school district and in the outside media. The Employer shall process and consider all in-service applications prior to those from without the bargaining unit.

### **12.4 Promotion and Transfer Criteria**

In making staff changes, transfers or promotions, the criteria shall be merit. The factors used to determine merit shall be education, skills, knowledge, experience, years of continuous employment in the employ of School District #81, and any other matters which are necessary or desirable, having regard to the nature of the duties to be performed and consistent with the classification standards for the classification concerned.

### 12.5 Union Observer

The President of the Union or his/her designate may sit as an observer on a selection panel, for positions in the Bargaining Unit. The observer shall be a disinterested Party. This clause shall not apply to excluded positions.

### 12.6 Notification

The name of the successful in-service candidate will be posted. All unsuccessful candidates shall be notified. Additionally, unsuccessful candidates may request an interview with the appropriate supervisor to discuss the decision if they so desire.

### 12.7 Trial Period on Promotions

Successful applicants shall be placed on trial for a period of the first sixty (60) working days. In the event the employee proves unsatisfactory during the trial period he/she shall be returned to his/her former or similar position without loss of seniority or salary and any other employee promoted or transferred because of this rearrangement of position shall be treated likewise.

### 12.8 Training Courses

Where the Employer has required the employee to attend training courses, travel expenses, meal expenses, accommodation expenses and receipted child care expenses shall be paid by the Employer. Time spent attending courses shall be considered time worked, for the purpose of wage benefits and subject to Article 15.

### 12.9 Career Development

- (a)
  - (1) The provisions of this Article are intended to assist employees in maintaining, improving and developing skills and knowledge. It is recognized that the Employer and the employee benefit from Career Development.
  - (2) The Parties recognize that because of the geographic remoteness of the School District, special efforts must be made to ensure that priority for Career Development is made to employees.
  - (3) "*Career Development*" may include but is not limited to include educational programs or courses leading to diploma, certification or accreditation. It does not include programs or courses required by the Employer to be taken by the employee to meet basic requirements of the job for which the employee was hired. Career development is not a replacement for in-service training.
  - (4) The Employer will extend any cost savings on purchasing of equipment or books to employees in the bargaining unit. Additionally, Career Development funds may be used to offset associated cost of the purchase.
  - (5) For purposes of this Agreement, all leave entitlements and career development allocations are based on a BCGEU member being employed for a complete school year.

#### (b) *Career Development Committee*

The Committee shall be comprised of a minimum of three (3) members appointed by the Union. The School District is invited to appoint a liaison person to the Committee who will be a voting member.

#### (c) *Career Development Fund*

- (1) The Employer agrees to allocate, on July 1st each year, ten thousand dollars (\$10,000) to the Career Development Fund.

(2) Funds applied for, granted, and not utilized by an individual during a school year, shall be carried over for the individual during the following school year, subject to the approval of the Career Development Committee. Such accumulation shall not exceed two (2) consecutive school years.

(3) Funds not utilized during a school year, and not applicable to Clause 2, will be carried over to the following school year to be used for career development activities. These funds will be administered by the Career Development Committee.

(4) Time off with pay shall be granted to employees who partake in Career Development during work time. Such time shall be deducted from the Special Leave allotment referred to in Article 19.1.

## ARTICLE 13 - LAYOFFS AND RECALLS

### 13.1 Definition of Layoff

A layoff shall be defined as a reduction in the workforce or any reduction of hours.

There shall be three types of layoffs:

*Category 1:* Layoffs which are occasioned by unscheduled, unexpected, emergency occurrences and which do not exceed five (5) days per occurrence.

*Category 2:* Layoffs which are occasioned by the summer closure of schools.

*Category 3:* Layoffs which exceed five (5) days.

### 13.2 Role of Seniority in Layoffs

Both Parties recognize that job security shall increase in proportion to hours worked. Casual and temporary employees shall be laid off first.

### 13.3 Pre-Layoff Canvass

Prior to layoff of any employees, excluding temporary and casual employees, the Employer shall canvass all employees in order of seniority within the affected classification, to invite:

- (a) Layoff with recall rights; or
- (b) Severance pay, pursuant to Article 13.9; or
- (c) Early retirement (where eligible).

### 13.4 Advance Notice of Layoff

In the event of Category 1 layoffs, the employee shall be paid for the full shift scheduled if the employee has commenced work on that shift.

In the event of Category 3 layoffs, the Employer shall provide twenty (20) working days notice prior to the effective date of layoff. If the employee has not had the opportunity to work the twenty (20) days they shall be paid those days for which the work was not made available.

### **13.5 Filling of Vacancies**

Notwithstanding the provisions of Article 12, an employee shall fill a vacancy in their classification within a geographical location of their choice (ie: Fort Nelson or Toad River) with equivalent hours prior to exercising their bumping rights in Article 13.6.

### **13.6 Bumping Procedure**

For the purpose of this Article equivalent hours means a difference of no more or less than one-half ( $\frac{1}{2}$ ) hour per day. In the event that there is no junior employee with equivalent hours the employee shall bump the most junior employee with the closest hours but not exceeding their own.

An employee who has been laid off under Category 3, may elect to bump. Such right shall be exercised within five (5) full working days of receiving notice.

An employee who elects to utilize their seniority and bump into another position shall do so in the following order:

- (a) Bump the most junior employee in their classification, within the geographical location of their choice (ie: Fort Nelson or Toad River) with equivalent hours.
- (b) Bump the most junior employee in another classification, for which they are qualified, within the geographical location of their choice (ie: Fort Nelson or Toad River) with equivalent hours.

All employees who move to a new position in another classification shall be required to serve a forty (40) working day trial period. If the employee proves to be unsatisfactory during this period he/she shall be given the choice to be placed on the recall list or accept severance.

Employees shall be deemed qualified for different classifications if they have worked in those classifications during their employment with School District #81.

### **13.7 Recall Procedures**

Employees shall be recalled to available work for which they are qualified, within their geographical location, with equivalent hours, in order of seniority before temporary employees are recalled.

Employees who refuse a recall for available work for which they are qualified, within their geographical location, with equivalent hours, shall be deemed to have resigned without severance.

Pursuant to Article 11, such employees shall be on a recall list for fifteen (15) months.

### **13.8 No New Employees**

New employees shall not be hired until those laid off have been given an opportunity of recall, if qualified.

### **13.9 Severance Pay**

An employee, upon receipt of notice of layoff, may within five (5) full working days elect resignation with severance pay, at the rate of five (5%) percent of current annual salary for each completed year of employment, to a maximum of one (1) year annual salary.

### **13.10 Continuation of Benefits**

The Employer agrees to pay their share of the monthly premium up to two (2) months to the Medical Services Plan, Extended Health, Dental and Group Life Plans for employees laid off. In the event of a

longer layoff, employees so affected will be given the right to continue their coverage through direct payments, provided the plan permits such coverage.

### **13.11 Grievance on Layoffs, Bumping and Recalls**

Grievances concerning layoffs and recalls shall be initiated at Step 3 of the Grievance procedure.

### **13.12 Exception of Application**

Except as provided in Article 13.10, Article 13 shall not apply to normal summer layoff of regular ten (10) month employees.

## **ARTICLE 14 - HOURS OF WORK**

### **14.1 Work Week**

(a) The normal work week shall consist of five (5) seven (7) hour days scheduled between 8:00 am and 5:00 p.m., Monday to Friday. Starting and finishing times may be adjusted up to thirty (30) minutes with mutual agreement from the Union. The adjusting of starting and finishing times shall not take place on more than two (2) occasions per year.

(b) The normal work week for Maintenance Workers shall consist of five (5) eight (8) hour days, scheduled between 07:00 a.m. and 4:00 p.m.. Starting and finishing times may be adjusted up to one (1) hour with mutual agreement from the Union. Additionally, the Parties may agree to work a compressed work week (eg: four (4) ten (10) hour days and three (3) days off).

### **14.2 Emergency Closures**

No bargaining unit member shall be deprived of any wages due to emergency school closures.

### **14.3 Rest Periods**

All employees shall have two (2) fifteen (15) minute rest periods in each work period in excess of six (6) hours, one (1) rest period to be granted before and one (1) after the meal period. Employees working a shift of three and one-half (3½) hours but not more than six (6) hours, shall receive one (1) rest period during such a shift. Rest periods shall not begin until one (1) hour after the commencement of work or not later than one (1) hour before either the meal period or the end of the shift. Rest periods shall be taken without loss of pay to the employee.

### **14.4 Meal Periods**

(a) Meal periods shall be scheduled as close as possible to the middle of the work day or shift. The length of the meal period shall be established by the supervisor after discussion with employees at the local level and shall not be less than thirty (30) minutes nor more than sixty (60) minutes.

(b) An employee shall be entitled to take his/her meal period away from the work station. Where this cannot be done, the meal period shall be considered as time worked.

### **14.5 Consultation Time**

Educational Assistants, Personal Attendants, Youth Care Workers and Aboriginal Support Workers who require or are required for consultation, and who otherwise are unable to meet during their normal working hours for whatever reason may be granted up to one (1) hour per week with pay at the request of the Educational Assistant, Personal Attendant, Youth Care Workers, Aboriginal Support Worker or the Teacher and authorization of the Principal in order to meet at a mutually agreeable time or times.

## ARTICLE 15 - OVERTIME

### 15.1 Overtime Entitlement

- (a) All authorized overtime shall be compensated in thirty (30) minute increments. However, employees shall not be entitled to any compensation for periods of overtime of less than five (5) minutes per day.
- (b)
  - (1) a part-time support staff employee shall earn overtime for all hours in excess of seven (7) hours per day.
  - (2) a part-time maintenance employee shall earn overtime for all hours in excess of eight (8) hours per day.

A part-time employee shall be paid regular hourly rate for days worked in excess of scheduled days, Saturdays and Sundays excepted.

### 15.2 Compensation for Working Overtime

- (a) Overtime worked before and/or after an employee's normal work day shall be paid at the rate of time and one-half times (1½x) for the first two (2) hours worked and double-time (2x) thereafter. Overtime worked on an employee's scheduled day of rest shall be paid at the rate of time and one-half (1½) the employee's rate for the first two (2) hours worked. All additional hours worked on his/her days of rest shall be paid at double-time (2x) the employee's rate of pay.
- (b) Employees shall have the option of being compensated for overtime in cash or compensatory time off. Banked overtime shall be taken in cash or time off prior to September 1st of each year.
- (c) If an employee elects to take compensatory time off, the Employer shall make every reasonable effort to schedule such time off by mutual agreement.
- (d) If mutual agreement on the scheduling of compensatory time off cannot be reached the employee may elect to receive overtime in cash for overtime earned.
- (e) Where the employee opts for payment in cash, the Employer shall make every reasonable effort to make payment by the end of the month following the month in which:
  - (1) overtime was worked; and/or
  - (2) cash payment was elected as provided for in 15.2(d) of this Agreement.
- (f) Overtime must be authorized by the Employer, in advance, except in an emergency.

### 15.3 Call-out for Maintenance Employees

- (a) Maintenance employees called back to work on their regular time off shall receive a minimum of two (2) hours overtime pay at the applicable rate or shall be paid the applicable rate for the time worked, whichever is greater.
- (b) Maintenance employees called in to work shall be paid his/her regular rate of pay for the entire period spent at the Employer's place of business, with a minimum of two (2) hours' pay at his/her regular rate of pay if he/she does not commence work, and a minimum of four (4) hours' pay at his/her regular rate if he/she commences work.
- (c) The Foreman shall be paid only for hours worked.

### 15.4 Provision of Meals

When an employee is required to work a minimum of two (2) hours overtime immediately before or after completion of his/her scheduled daily hours he/she shall be provided with a meal or shall be compensated in the amount of one-third (1/3) of the daily meal allowance. A meal break of one-half (½) hour with pay will be given plus reasonable additional time without pay, if required.

## ARTICLE 16 - PAID HOLIDAYS

### 16.1 Paid Holidays

(a) The following have been designated as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Queen's Birthday	Christmas Day
Canada Day	Boxing Day
British Columbia Day	

or any other day proclaimed by the Dominion or Provincial Government as a holiday.

(1) In addition to the holidays mentioned above all regular employees in the Bargaining Unit shall receive one (1) additional floating holiday, to be taken at a mutually agreeable time between the Employer and the individual employee.

(b) When any of the above holidays falls on a normal non-working day and no other day is declared in substitution thereof, employees shall have the option of:

- (1) receiving a day off work in lieu of the holiday, at their regular rate of pay, with scheduling of such day to be by mutual agreement; or
- (2) adding a day to their annual vacation leave; or
- (3) receiving pay for the holiday at their regular rate of pay.

(c) Holiday means the twenty-four (24) hour period commencing at 00.01 hours of a day designated as a paid holiday in this Agreement.

(d) Regular and temporary employees shall be entitled to receive pay for all holidays referred to in 16.1(a), providing they worked or were paid for at least one (1) regular day in the ten (10) working days prior to such holiday.

(e) Regular day is defined as at least the number of hours which is normal for any given employee.

### 16.2 Holiday Falling on a Scheduled Work Day

An employee who works on a designated holiday which is a scheduled work day shall be compensated at the rate of double time for hours worked, plus a day off in lieu of the holiday. The scheduling of the lieu day shall be mutual consent.

### 16.3 Holiday Coinciding with Day of Vacation

Where an employee is on vacation leave and a day of paid holidays falls within that period, the paid holiday shall not count as a day of vacation.

**16.4 Paid Holiday Leave**

Payment for holidays will be made at an employee's basic pay, except if an employee has been working in a higher paid position than his/her regular position for a majority of the sixty (60) working days preceding his/her holiday in which case he/she shall receive the higher pay.

**ARTICLE 17 - ANNUAL VACATIONS****17.1 Vacation Year**

For the purpose of this Article, the vacation year shall mean July 1st to June 30th.

**17.2 Entitlement Credit**

- (a) Annual vacation entitlement shall be credited at July 1st of each year. Employees shall be entitled to take their full entitlement during the first (1st) vacation year.
- (b) The annual entitlement shall be reduced by one-twelfth (1/12) for each month in which the employee does not receive pay for at least ten (10) days.

**17.3 Annual Entitlement**

- (a) For twelve-month (12) employees entitlement to annual vacation with pay shall be:
- up to four years continuous service at June 30 ..... 3 weeks
  - four to seven:..... 4 weeks
  - eight to eleven: ..... 5 weeks
  - twelve and thereafter:..... 6 weeks
- (b) Employees who regularly work less than twelve (12) months per year shall receive, at the end of June or on termination, the following percentage of gross annual pay:
- up to four years continuous service at June 30: ..... 6%
  - four to seven:..... 8%
  - eight to eleven: ..... 10%
  - twelve and thereafter:..... 12%
- (c) Such employees shall have a choice of Plan A, B, C and D. Written requests shall be made within one (1) week of commencement or return to work for the school year. The Plan selected shall continue from year to year unless notification is given to the contrary.

*PLAN A:* Vacation scheduled as days off with pay (i.e., Christmas and Spring Break), such pay to be deducted from the entitlement in Clause 17.3(b).

*PLAN B:* Vacation compensated on a percentage calculation added to each paycheque.

*PLAN C:* Vacation compensated on a percentage calculation and paid out with the final paycheque of the school year.

*PLAN D:* Vacation compensation paid out after the final paycheque of the school year, in amounts equivalent to the normal paycheque, each pay period until exhausted.

*Note: The following Plans count as pensionable service: Plans A & D.*

**17.4 Vacation Scheduling**

- (a) Vacation schedules, once approved by the Employer, shall not be changed, other than in cases of emergency, except by mutual agreement between the employee and the Employer.
- (b) Seniority shall be the criteria for resolving scheduling conflicts between employees, for the primary vacation period.
- (c) Scheduling shall be by mutual agreement between the Employer and the employee.
- (d) Maintenance workers who work twelve (12) months shall be restricted to taking a maximum of two (2) weeks vacation during the months of June, July, August and September. Should the requirements of the Employer permit, this amount may be increased.

**17.5 Unearned Vacation**

Where an employee has taken more vacation than earned, the unearned portion shall be charged against future earned credits or recovered upon termination, whichever occurs first.

**17.6 Vacation Pay**

Payment for vacations will be made at an employee's basic pay except if an employee has been working in a higher-paid position than his/her regular position for a majority of the sixty (60) working days preceding his/her vacation, in which case he/she shall receive the higher rate.

**17.7 Approved Leave of Absence with Pay During Vacations**

Where an employee is qualified for bereavement, or any other approved leave with pay during his/her vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreed time. The burden of justification will lodge with the employee.

**17.8 Vacation Carry-over**

An employee may carry over up to five (5) days vacation leave per vacation year for two (2) consecutive vacation years, to a maximum of ten (10) days which must be taken not later than the third (3rd) consecutive vacation year. Employees in their first (1st) partial year of service, who commenced prior to January 1st of that year, may carry over up to five (5) days' vacation leave into their first (1st) vacation year. Except as provided in Article 17.3(b), an employee shall not receive cash in lieu of vacation time except upon termination.

**17.9 Call Back on Vacation**

Employees who have commenced their annual vacation shall not be called back to work except in cases of extreme emergency.

**17.10 Vacation Leave on Retirement**

An employee who has reached the mandatory retiring age shall be granted full vacation entitlement for the final calendar year of service.

**17.11 No Reduction**

No employee shall suffer any reduction in exiting vacation entitlement by reason of implementation of this Article.

## ARTICLE 18 - SICK LEAVE

### 18.1 Sick Leave Entitlement

- (a) Regular and temporary employees shall earn sick leave entitlement at a rate of one and one-half (1½) days per month of service, to a maximum of eighteen (18) days per year. Part-time employees and ten (10)-month employees shall earn entitlement on a pro rata basis. Unused and accumulated annual entitlement shall be recorded in total hours and be carried forward from year to year.
- (b) Sick leave shall not be earned during unpaid leave of absence or layoff. Annual sick leave shall be credited to a regular employee at September of each year.
- (c) Sick leave entitlement used but not earned prior to termination shall be recovered by the Employer on termination. The Employer may request a report from a qualified medical practitioner for leave periods which exceed three (3) days.

## ARTICLE 19 - LEAVE

### 19.1 Specific Leave

All regular employees shall be entitled to specific leave at his/her regular rate of pay, not to exceed a cumulative total of ten (10) days, and without pay, not to exceed a cumulative total of six (6) days in any year for the following:

- (a) marriage or divorce of the employee;
- (b) attend the wedding of immediate family members;
- (c) birth or adoption of employee's child;
- (d) serious household or domestic emergency;
- (e) attend his/her formal citizenship hearing;
- (f) attend funeral as pall bearer or mourner;
- (g) court appearance of employee's child;
- (h) bereavement, including travel time - emergency leave without pay can be arranged in the event all sixteen (16) days have been used;
- (i) attend his/her child(ren)'s school (three [3] day maximum allotment);
- (j) community service;
- (k) compassionate leave in the event of a serious illness of a member of the immediate family;
- (l) attend his/her graduation and/or to attend the graduation of his/her spouse or child.
- (m) Career Development in accordance with Article 12.9(c)(4)

For the purpose of this Article, immediate family shall include grandparents, mother, father, sister, brother or child of either the employee or spouse. The Board shall give reasonable consideration to special requests of regular employees regarding persons outside the immediate family or to extended time for special circumstances. Any extended time may be taken as either vacation or leave without pay.

The Board shall give reasonable consideration to temporary employees requesting leave outlined in this Article. Such leave shall be without pay.

### 19.2 Family Medical Emergency Leave

- (a) In the case of illness of an immediate family member of an employee, and when no one at the employee's home other than the employee can provide for the needs of the immediate family member; or in areas where adequate medical or dental facilities are not available:
  - up to twelve (12) days leave per year will be granted, with pay. Such leave will be deducted from an accrued entitlement under Article 18, Sick Leave.

- (b) The Employer may request a report from a qualified medical or dental practitioner.
- (c) Reasonable time off for medical or dental appointments for employees or their children shall be permitted, but where such absence exceeds two (2) hours, the full time absence shall be deducted from any accrued entitlement under Article 18, Sick Leave. Employees shall make every effort, however, to schedule such appointments outside of normal work hours.
- (d) Employees who utilize the provisions of (a) above shall not have the leave taken recorded as sick leave for the employee.

### **19.3 Full-Time Union or Public Duties**

The Employer may grant, on written request, leave of absence without pay:

- (a) for employees to seek election in a municipal, provincial or federal election;
- (b) for employees selected for a full-time position with the Union, or any body to which the Union is affiliated, for a period of three (3) years;
- (c) for employees elected to a public office for a maximum period of five (5) years.

### **19.4 Leave for Court Appearances**

- (a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or subpoenaed witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.
- (b) In cases where an employee's private affairs have occasioned a court appearance such leave to attend a court shall be without pay.
- (c) An employee in receipt of his/her regular earnings while servicing at court shall remit to the Employer all monies paid to his/her by the court, except travelling and meal allowances not reimbursed by the Employer.
- (d) In the event an accused employee is jailed pending court appearance, such leave of absence shall be without pay.

### **19.5 General Leave**

- (a) Notwithstanding any provisions for leave in this Agreement, the Employer may grant leave of absence without pay to an employee requesting such leave for emergency or unusual circumstances. Such request shall be in writing and approved by the Employer. Approval shall not be withheld unjustly.
- (b) Notwithstanding any provision for leave in this Agreement, the Employer may grant leave of absence without pay to an employee for educational purposes, such leave shall not be for more than one (1) year, with the option for up to an additional year. The employee must receive permission from the Employer and the Union for the second (2nd) year or portion of a second (2nd) year. The employee shall retain but not accrue seniority, and upon return shall be placed in a position with equivalent hours or a position that they are deemed qualified for.

### **19.6 Definition of Child**

Whenever the word "*child*" is used in this Agreement, it shall be deemed to include a ward of the Superintendent of Child Welfare.

### **19.7 Workers' Compensation Board Leave**

(a) All monies received by an employee by way of compensation for loss of wages under the Workers' Compensation Act shall be paid to the Board in return for which the Board shall pay the employee the full amount of his/her wages to which he/she would have been otherwise entitled but for the disability suffered or incurred.

(1) Medical leave shall be deducted at the rate of twenty-five cents (.25) for each day salary is reimbursed to the Board by the Workers' Compensation Board.

(b) Compensation does not include a disability pension or other final settlement award arising from such disability; compensation means periodic payments during a period of temporary disablement.

(c) Additionally, the Employer agrees to pay all monthly premiums to benefit plans while Employees are absent on WCB.

### **19.8 Donor Leave**

An employee shall be granted time off work for the purpose of donating bone marrow or an organ. Such time off shall be deducted from the employee's Sick Bank.

### **19.9 Other Religious Observances**

(a) Employees who are members of non-Christian religions are entitled to up to two (2) days leave without pay per calendar year to observe spiritual or holy days. Such Leave shall not be unreasonably withheld.

(b) A minimum of two (2) weeks notice is required for leave under this provision. Where two (2) weeks notice is not possible due to the unpredictable nature of the spiritual or holy days, then as much notice as possible shall be provided.

(c) Employees granted leave under this provision may utilize or reschedule unused vacation or lieu days.

## **ARTICLE 20 - MATERNITY LEAVE**

### **20.1 Maternity Leave**

(a) Upon request an employee will be granted leave of absence without pay for a period of not more than twelve (12) months.

(b) The period of maternity leave shall be from eleven (11) weeks before the expected date of termination of the pregnancy. However, the Employer shall, with the agreement of the employee, defer the commencement for any period approved in writing by a qualified medical practitioner.

(c) Maternity leave shall be extended for up to an additional six (6) months for health reasons, where a doctor's certificate is presented.

(d) Illness arising due to pregnancy during employment and prior to the leave of absence may be charged to normal sick leave credits.

(e) On return from maternity leave, an employee shall be placed in her former position and shall retain the seniority she had accrued immediately prior to commencing maternity leave and shall be credited with seniority for the period of time covered by the maternity leave. The employee, however, shall be deemed to have resigned on the date upon which leave of absence without pay commenced if notice or an application for reinstatement is not made prior to the expiration of the leave.

(f) If an employee maintains coverage for medical, extended health, dental or group life, the Employer agrees to pay the Employer's share of these premiums for a six (6) month period. Arrangements for payment of premiums for the additional six (6) month period may be made with the Employer. Reimbursement of the cost of the benefits for the additional six (6) month period will be made to the employee upon their return to work. If an employee fails to return to work on the pre-arranged date, the Employer will recover monies paid under this section.

## **20.2 Adoption Leave/Parental Leave**

### *(a) Adoption Leave:*

Upon request, an employee shall be granted leave of absence without pay for up to twelve (12) months following the adoption of a child. The employee may be required to furnish proof of adoption.

### *(b) Parental Leave:*

Upon request an employee will be granted a leave of absence without pay for a period of not more than thirty-five (35) weeks.

## **20.3 Care and Nurturing**

Upon completion of the initial probation period, the Employer may grant, upon request, a leave of absence for a period not to exceed two (2) years for the purpose of care and nurturing a family member. Seniority shall be retained but not accrued. The following conditions shall apply:

(a) The employee shall be required to serve a ninety (90) calendar day probationary period upon returning to work.

(b) The employee shall confirm their intention of returning to work at least three (3) months prior to expiration of leave.

(c) The employee shall be allowed to continue their benefits during such leave, at the cost of the employee.

## **ARTICLE 21 - OCCUPATIONAL HEALTH AND SAFETY**

### **21.1 Safety Program**

The Employer agrees to establish an Occupational Health and Safety Program pursuant to the WCB Industrial Health and Safety Regulations.

Meetings shall be held during working hours at no loss of pay to employees, and copies of minutes of such meetings shall be forwarded to the Union and the WCB.

### **21.2 Unsafe Work Conditions**

No employee shall be disciplined for refusal to work on a job which the employee has reasonable cause to believe is unsafe. Resolution of the issue shall be pursuant to Article 8.24 of the WCB Industrial Health and Safety Regulations.

### **21.3 Injury Pay Provision**

An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury, shall receive payment for the remainder of his/her shift, without deduction from sick leave.

#### **21.4 Transportation of Accident Victims**

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer.

#### **21.5 Investigation of Accidents**

Accidents shall be investigated pursuant to Section 6 of the WCB Industrial Health and Safety Regulations. Copies of the report shall be forwarded to the Union. In the event of a fatality, the School District shall immediately inform the Staff Representative of the nature and circumstances of the accident.

#### **21.6 Working Hazards**

The Employer undertakes to maintain office furniture, equipment etc., in a practical and safe condition in order to avoid injury to employees or damage to their attire. Employees, for their part and their own interest, are expected to advise the Employer of any such potentially injurious equipment or hazard.

#### **21.7 Video Display Terminals**

When employees are required to monitor video display terminals which use cathode ray tubes, then:

- (a) When a majority of an employee's daily work time requires monitoring such video display terminals, such employees shall have their eyes examined by an optometrist or ophthalmologist, if referred by an optometrist of the employee's choice at the nearest community where medical facilities are available prior to initial assignment VDT equipment and after six (6) months, a further test and annually thereafter if requested. The examination shall be at the Employer's expense where costs are not covered by insurance. Where requested the Employer shall grant leave of absence with pay.
- (b) Employees who are required to operate VDT's on a continuous basis shall be entitled to two (2) additional ten (10) minute rest breaks per work day to be scheduled by agreement at the local level.
- (c)
  - (1) Pregnant employees shall have the option not to continue monitoring video display terminals which use cathode ray tubes.
  - (2) When a pregnant employee chooses not to monitor such video display terminals, if other work at the same or lower level is available, she shall be reassigned to such work and paid at her regular rate of pay.
  - (3) Where work reassignment in (2) above is not available, a regular employee will be considered to be on leave of absence without pay until she qualifies for maternity leave.
- (d) Where employees are on leave of absence pursuant to (c) above, and opt to maintain coverage for medical, dental, extended health, group life and long term disability plans, the Employer will continue to pay the Employer's share of the required premiums.
- (e) The Employer shall ensure that new equipment shall:
  - (1) have adjustable keyboards and screens;
  - (2) meet radiation emission standards established by the Ministry of Labour.

### **ARTICLE 22 - HEALTH AND WELFARE**

#### **22.1 Basic Medical Insurance**

All regular employees, whether full-time or part-time, may choose to be covered by the B.C. Medical Plan. The Employer shall pay one hundred percent (100%) of the regular premium. Benefits and premium rates shall be in accordance with the existing policy of the plan.

## **22.2 Extended Health Care Plan**

- (a) The Employer shall pay one hundred percent (100%) of the monthly premium for regular employees entitled to coverage under a mutually acceptable Extended Health Care Plan. Eyeglass or contact lens coverage shall be included for all employees and their dependants. Such coverage shall be limited to one hundred and fifty dollars (\$150) per person per one (1) year period (effective March 1, 2000 this amount shall be three hundred dollars (\$300) per person every two (2) years). A change in carriers shall not be made without sixty (60) days notice and consultation with the Union.
- (b) Effective September 1, 2001, the Employer shall provide a Point of Purchase Prescription Drug Plan, within the current Extended Health Care Plan, with the same deductible amounts.

## **22.3 Dental Plan**

All regular employees, working a minimum schedule of fifteen (15) hours per week, may enroll in the School District Dental Plan. The Employer shall pay one hundred percent (100%) of the regular premium. Benefits of this plan currently provides one hundred percent (100%) coverage under Plan A and fifty percent (50%) under Plan B, and fifty percent (50%) for orthodontic care for dependant children [to a lifetime maximum of two thousand, five hundred dollars (\$2,500). Effective March 1, 2000, the amount will be three thousand five hundred dollars (\$3500)]. A change in carriers shall not be made without sixty (60) days' notice and consultation with the Union.

## **22.4 Group Life and Accidental Death and Dismemberment**

- (a) The Employer shall provide a group life plan with benefits equivalent to four hundred percent (400%) of an employee's annual salary, with a fifty thousand (\$50,000) dollar minimum. The Employer shall pay one hundred percent (100%) of the premium.
- (b) Employees hired on or after the signing of this Agreement shall, as a condition of employment, enroll in the group life plan and shall complete the appropriate payroll deduction authorization forms.
- (c) Participation is limited to regular employees (minimum of fifteen (15) hours per week).
- (d) Double indemnity will be provided for accidental death under the plan.
- (e) Lump-sum payment will be made according to any combination of loss of one (1) or more limbs or eyes, in accordance with existing policy.
- (f) A change in carriers shall not be made without sixty (60) days notice and consultation with the Union.

## **22.5 Long Term Disability Plan**

Regular employees working a minimum of fifteen (15) hours per week, shall be entitled to coverage under a mutually acceptable Long Term Disability Plan. The plan shall provide a benefit for total disability of seventy percent (70%) of basic wage to a maximum of four thousand, five hundred dollars (\$4,500) per month. The plan shall commence on the 1st day of disability. The plan shall make provision for benefits for partial disabilities.

The cost of the premiums shall be paid one hundred percent (100%) by the employee.

A change in carriers shall not be made without sixty (60) days' notice and consultation with the Union.

## **22.6 Workers' Compensation Board Claims**

When a regular or temporary employee is on a claim recognized by the Workers' Compensation Board, while the employee was on Employer's business, the employee shall be entitled to leave, at his/her regular rate of pay, up to a maximum of one hundred and thirty (130) days for any one (1) claim. Where an employee elects to claim leave with pay under this Article, the compensation payable by the Workers' Compensation Board shall be remitted to the Employer, and the additional twenty-five percent (25%) shall be deducted from the employee's sick leave credits.

## **22.7 Medical Examination**

Where the Employer requires an employee to submit a medical examination or medical interview, it shall be at the Employer's expense, on the Employer's time, and by medical practitioners of the Employer's choice.

## **22.8 Legislative Changes**

If the premiums paid by the Employer for any employee benefit covered by this Agreement are reduced as a result of any legislation, the amount of the saving shall be used to increase other benefits available to employees, as may be mutually agreed between the Parties.

## **22.9 Technological Change**

Should any displacement of staff be indicated in the result of mechanization, the board and the Union will meet and discuss the possibility of employing displaced persons in some capacity, sixty (60) days prior to the implementation of such change. In the event that a regular employee is displaced he/she shall be offered an opportunity to bid on jobs held by employees with less seniority, providing the displaced employee possesses the qualifications required of the job held by the junior employee. Any employee subsequently laid off as a result of this procedure shall retain seniority and recall rights for a period of fifteen (15) months. An employee placed in a lower-rated position as a result of mechanization, shall not have his/her wages reduced; he/she shall continue to receive his/her old rate until such time as the Agreement rate for his/her new position is equal to his/her actual rate of pay.

# **ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES**

## **23.1 Paydays**

- (a) Employees shall be paid semi-monthly with paydays being on the 15th and the last day of each month.
- (b) When a payday falls on an employee's rest day, the Employer agrees to issue the employee's paycheque on the last day worked prior to the payday, provided the cheque is available. If the paycheque is not available on the payday, the Employer shall arrange for the employee to be provided with an adequate advance on his/her salary.
- (c) When a payday falls on a Monday, the Employer agrees to issue the employee's paycheque on the preceding Friday, or the preceding banking day.
- (d) The Employer shall arrange and implement, upon request from the employees, the direct deposit of the employee's paycheque in the participating chartered bank, trust company or credit Union of the employee's choice on or before the appropriate payday.
- (e) Employees agree to change to biweekly pay system if so negotiated by the teachers.

**23.2 Rates of Pay**

(a) Employees shall be paid in accordance with the rates of pay negotiated by the Parties to this Agreement as follows:

CLASSIFICATION	CURRENT	JAN 1/01 2% Increase	JUL 1/01 1% Pay Equity	JAN 1/02 1% Comm Exp	JUL 1/02 2.5% increase and Pay Equity by cents
Inside Casual Employee	12.00	12.00	12.00	12.00	12.00
Outside Casual Employee	16.80	16.80	16.80	16.80	16.80
Educational Assistant	16.53	16.86	17.04	17.21	17.69
First Nations Educational Assistant	16.53	16.86	17.04	17.21	17.69
Maintenance I/Custodian	16.56	16.89	16.89	17.06	17.49
Maintenance II	16.97	17.31	17.31	17.48	17.92
Maintenance III	18.69	19.06	19.06	19.25	19.73
Library Technician	17.03	17.37	17.55	17.73	18.31
Personal Attendant	17.03	17.37	17.55	17.73	18.31
HELP Supervisor	17.03	17.37	17.55	17.73	18.31
Youth and Family Worker	17.54	17.89	18.07	18.25	18.91
Accounting Clerk	18.04	18.40	18.58	18.77	19.52
Clerk, Steno, Reception/District	18.04	18.40	18.58	18.77	19.52
Clerk, Steno, Reception/Schools	18.04	18.40	18.58	18.77	19.52
First Nations Support Worker	18.04	18.40	18.58	18.77	19.52
Computer Technician	--	--	--	19.43	20.23
Lead Hand (effective Aug 1/02)	--	--	--	20.98	21.51
Maintenance IV (effective Sept/02)	--	--	--	--	25.06
Foreman, Trades	23.74	24.21	24.21	24.45	25.06
Student	10.10	10.10	10.10	10.10	10.10

\* Additionally, for the period January 1, 2002, to June 30, 2003, all classifications will receive the average of the Broad Public Sector Increases. (BCGEU, HEU and BCTF)

(b) *Northern Travel Allowance*

An amount equivalent to two (2) return airfares to Edmonton, Alberta, for each family member will be paid as part of the base salary.

(c) *Longevity Pay:*

	Current	Per Hour Jan 1/01	Per Hour July 1/01	Per Hour Jan 1 /02	Per Hour Jul 1/02
0 – 2 years	00	00	00	00	00
3 – 5 years	.20	.20	.20	.21	.22
6 – 10 years	.40	.41	.41	.41	.42
11 – 15 years	.85	.87	.87	.88	.90
16 – 19 years	\$1.05	\$1.07	\$1.07	\$1.08	\$1.11
20 + years	\$1.20	\$1.22	\$1.22	\$1.23	\$1.26

Such increments shall become effective on the first of the month following completion of the service requirement.

Pay Equity/Job Evaluation to be completed by April 30, 1999.

All Pay equity adjustments become part of the base rate.

(d) *Occupational First Aid*

Employees who hold an Occupational First Aid - Level One Certificate or better and who have been assigned first aid duties, shall be paid thirty (30¢) cents per hour in addition to their regular rate for all hours worked. As of January 1, 01 payment shall be thirty-one cents (31¢) per hour. As of July 1, 2002, the rate shall increase to thirty-two cents (32¢) per hour.

All costs associated with initial and recurrent training shall be borne by the Employer and considered as time worked.

(e) *Distribution of Pay Stubs*

The distribution of pay stubs shall be done in such a manner that the details of the paycheque shall be confidential.

(f) *Substitution Pay*

When a regular or temporary employee temporarily substitutes in or performs the principle duties of a higher-paying position whether it be a position within the bargaining unit, or a position excluded from the bargaining unit, he/she shall receive the rate for the job, where a single rate is established. Employees on sick leave, special leave, or any other paid leave of absence will be entitled to basic rates of pay they received prior to substitution in a higher position.

It is understood that employees substituting temporarily in a position excluded from the bargaining unit shall maintain their membership in the B.C. Government and Service Employees' Union and dues shall be deducted in accordance with the provisions of Article 4 of this Agreement.

(g) *Substituting for the Maintenance Supervisor* – It is understood that the rate of pay established for the Foreman is inclusive of remuneration paid in the absence of the Maintenance Supervisor.

(h) Due to the nature of the Foreman's position, he will receive a one hundred and fifty dollar (\$150) per month car allowance.

(i) An employee on School District business shall be permitted to use the Employer's vehicle during the on-call period.

### **23.3 Pay on Temporary Assignment**

A regular employee temporarily assigned by the Employer to a position with a rate of pay lower than his/her regular rate of pay shall maintain his/her regular rate of pay.

### **23.4 Reclassification of Position**

Any employee whose position classification is changed to one with a lower maximum salary through no fault of his/her own, shall receive fifty percent (50%) of the negotiated salary increase applicable to the employee's new classification. Such employee shall receive the full negotiated salary increase when the maximum salary of his/her classification equals or exceeds the salary which he/she is receiving. This clause shall apply for the duration of this Agreement.

### **23.5 Reimbursable Expenses**

(a) *Mileage*

Mileage allowance for all miles traveled on School District business shall be paid to employees required to use their own vehicle in the performance of their duties.

(b) *Meals*

Employees absent from their work headquarters and outside an eight (8) kilometre radius of where the employees ordinarily perform their duties and who are on School District business with the approval of the Employer, shall be entitled to a meal allowance.

The rates of reimbursement shall be the rates reimbursed for trustees of the School District as per Board Policy.

There shall be no reduction in the current rates paid during the life of the Agreement and the provisions of this Article shall not result in a decrease of an entitlement that existed prior to the implementation of this Agreement.

**23.6 Travel Advance**

Employees required to travel away from their headquartered location on School District business shall be provided with a travel advance to be determined by such factors as time away from headquarters and frequency of reimbursement.

**23.7 Upgrading Qualifications**

Where the Employer requires an employee to upgrade his/her skills or qualifications in order to operate or maintain new equipment, the cost of training and normal living and travel expenses as laid down in this Agreement will be borne by the Employer.

No employee shall be required to operate equipment for which he/she has not been trained or been provided training.

**23.8 Salary Rate Upon Employment**

The hiring rate of pay for new employees shall not be higher than the rate of pay for an existing employee in the same classification with similar work experience, training and education.

**23.9 Retirement Pay**

An employee with at least five (5) years of continuous service shall, upon retirement, death or termination due to medical reasons, be entitled to receive sixty (60) days pay calculated at the current rate. For the purpose of this section, retirement shall be deemed permissible at the age of sixty (60).

**23.10 Cash Payment in Lieu of Health and Welfare Benefits**

In lieu of health and welfare benefits, temporary employees, or employees who do not qualify for the above benefits shall receive effective:

- Current ..... eighteen cents (18¢)
- January 1, 2001 ..... eighteen cents (18¢)
- July 1, 2001..... eighteen cents (18¢)
- January 1, 2002 ..... nineteen cents (19¢) per hour worked.
- July 1, 2002..... twenty cents (20¢) per hour worked.

**23.11 Attendance at FNDTA Professional Development Days and/or Non-Instructional Days**

- (a) Regular and temporary Support Staff shall have the option of:
  - (1) attending FNDTA professional development functions and/or in-service functions with pay; or

- (2) attending to their normal work duties with pay; or
  - (3) taking leave without pay; or
  - (4) meeting with other members of the bargaining unit to discuss and share work-related duties with pay; or
  - (5) to attend Union orientated workshops, seminars or meetings with pay.
- (b) Regular and temporary Maintenance workers shall have the option of:
- (1) attending to their normal work duties, with pay; or
  - (2) attending Union oriented workshops, seminars or meetings with pay, with prior approval from the Employer

### **23.12 Municipal Superannuation Pension Plan**

Participation in the Municipal Superannuation Pension Plan is a condition of employment for all eligible employees hired after September 1, 1991.

Employees in their last year of work before retirement shall be allowed time off, with pay, to attend the nearest Municipal Superannuation Pension Seminar.

## **ARTICLE 24 - CLASSIFICATION AND RECLASSIFICATION**

### **24.1 Position Descriptions**

The Employer agrees to supply the President of the Union or his/her designate with the position descriptions for those classifications in the bargaining unit.

### **24.2 Job Evaluation Plan**

- (a) The administration of the Job Evaluation Plan will be consistent with the Gender Neutral Joint Job Evaluation Manual for Job Description, Classification and Salary/Wage Administration. This Manual is contained in a separate booklet and is considered part of this Agreement and its provisions shall apply as set forth therein.
- (b) The Manual explains the preamble, purpose, definitions and the thirteen (13) factors for classifying positions; and the agreed methods for describing and classifying the job; applying the job description and classification and maintaining the job descriptions and classifications.

### **24.3 Job Evaluation and Salary Assignment**

Evaluated positions have been described and classified in accordance with the provisions of Article 24.2 and a rate of pay applied to employees in the position or job in accordance with the salary scale set out in Article 23.2 of this agreement.

### **24.4 Job Evaluation Appeal**

- (a) All bargaining unit positions have been evaluated by the Joint Job Evaluation Committee.

The Committee has the responsibility to arrive at an agreement on each position's job description, evaluation and reasons for classification. The signatures of the committee co-chairs confirm their agreement on each job description and classification. In the event they are not able to agree, the issue will be adjudicated by the agreed appeal process.

- (b) Effective May 1, 1999, an employee who feels his/her position is incorrectly classified shall request through their immediate excluded supervisor a copy of their current job description and classification and a job review questionnaire.
- (c) The employee shall complete the job review questionnaire to outline their current duties and responsibilities and discuss this with their immediate excluded supervisor.
- (d) The employee shall submit a written request for a position classification review and a copy of the review questionnaire to the Human Resources Department with a copy to the Union Co-Chair of the Joint Job Evaluation Committee.
- (e) Human Resources will review and, where necessary, prepare an updated position description and reasons for classification for discussion at the next scheduled meeting of the Joint Job Evaluation Committee. The Joint Job Evaluation Committee shall mutually agree on a joint meeting schedule.
- (f) Appeals will be adjudicated by the Joint Job Evaluation Committee in accordance with the process outlined in the "Manual" described in Article 24.2.

## **ARTICLE 25 - UNION/MANAGEMENT COMMITTEE**

### **25.1 Establishment of Union/Management Committee**

There shall be established a Union/Management Committee composed of members equal in number, represented by the Employer and the Union. The minimum size of this committee shall be two (2) Union representatives and two (2) Employer representatives and the maximum size shall be four (4) Union representatives and four (4) Employer representatives. This Committee may call upon additional persons for technical information or advice. The Committee may establish sub-committees or "ad hoc" committees as it deems necessary and shall set guidelines and operating procedures for such committees.

### **25.2 Meetings of Committee**

The Union/Management Committee shall meet at least once every sixty (60) days or at the call of either Party at a mutually agreeable time and place. Employees shall not suffer any loss of basic pay for time spent on this Committee.

### **25.3 Chairperson of Committee**

An Employer representative and a Union representative shall alternate in presiding over meetings.

### **25.4 Responsibilities of Committee**

The Committee shall not have jurisdiction over wages or any other matter of collective bargaining including the administration of this Agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and shall not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer on the following general matters:

- (a) reviewing matters, other than grievances, relating to the maintenance of good relations between the Parties;
- (b) correcting conditions causing grievances and misunderstanding.

## ARTICLE 26 - GENERAL CONDITIONS

### 26.1 Parking

Where practicable, plug-in facilities shall be provided for all employees.

### 26.2 Insurance Coverage

Employees covered by this Agreement are provided with liability coverage to the extent of the School Liability Insurance Policy.

### 26.3 Copies of Agreement

The Union and the Employer desire every Employee to be familiar with the provisions of this Agreement, and his/her rights and obligations under it. For this reason, the Union shall arrange for printing of sufficient copies of the Agreement for distribution to the Employees. The Agreement shall be printed in a Union Shop and bear the recognized Union insignia. The cost of such printing shall be paid for by the Employer.

### 26.4 Protective Clothing

The Employer shall provide, clean and maintain adequate protective clothing where the need arises.

This shall normally include smocks, coveralls or laboratory coats where the employee's clothes may be soiled due to the work situation.

All full-time regular Maintenance employees will be supplied with a uniform (5 shirts) by the School District. Full-time regular outside employees shall be granted a monthly clothing allowance of forty dollars (\$40) to be used towards maintenance of uniforms and appropriate outerwear.

The Board shall supply each full-time regular Maintenance employee with one (1) parka valued at two hundred dollars (\$200). The parka shall be supplied every four (4) years.

Each year a five hundred dollar (\$500) uniform fund shall be established by the Board to purchase protective clothing to supplement the district uniform. Full-time regular Maintenance employees will be consulted regarding their preferences for purchases after a priority of safety boots has been addressed.

### 26.5 Personal Duties

It is understood by both Parties that work not related to business of the School District should not be performed on the Employer's time. To this end, it is agreed that an employee will not be required to perform duties of a personal nature for supervisory personnel.

### 26.6 Copyright Infringement

Any employee whose job requires the copying and/or reproduction of material shall not be held responsible for any copyright infringement violation incurred on behalf of the Board while performing required work.

### 26.7 Indemnification Clause

The Board agrees to defend and indemnify the employee from any claim or action which may be brought against him/her and which arises from the performance of his/her duties and for any legal fees and disbursements actually and reasonably incurred in this proceeding, provided this covenant does not apply in respect of any criminal acts committed by the employee, in respect of civil negligence on the part of the

employee occurring outside of the course and scope of the employment of the employee or in respect of a claim or action brought by the Board against the employee.

#### **26.8 Communicable Disease Protection**

To protect against the contraction of communicable diseases the Board will pay any costs not covered by an employee's own medical insurance coverage for injections or medications (i.e. flu shot, hepatitis and tuberculosis vaccinations). This treatment is on a voluntary basis.

### **ARTICLE 27 - CONTRACTING OUT**

#### **27.1 Contracting Out**

- (a) The Employer agrees not to contract out work of the kind regularly performed by a member of the Union as part of his/her regular duties and responsibilities without mutual agreement from the Union.
- (b) Contracting out of work regularly performed by a Maintenance Worker will be permitted provided no existing regular or temporary employee is laid off, terminated, suffers a reduction in hours or failure to recall any employee who is qualified to perform the work.

### **ARTICLE 28 - VOLUNTEERS**

The Board, the Union, and all employees agree to maintain positive relationships with volunteers. It is agreed that all problems or grievances related to the District's volunteers, whether individually or collectively, will be restricted to formal channels, namely the employee's supervisor, or the grievance procedure.

The following duties shall not be performed by volunteers:

- (a) be assigned to support children with learning disabilities or any special needs,
- (b) provide direct assistance to physically handicapped students;
- (c) instruct students one-on-one, or to be responsible for instruction in any way;
- (d) breach confidentiality by providing information regarding children's performance, behaviour or progress;
- (e) be involved with student attendance matters;
- (f) be responsible for student supervision or discipline;
- (g) evaluate children's work, provide evaluatory feedback, or to gather assessment data.

Volunteers shall not have access to student demographic data.

In essence, volunteers do not perform duties of an essential nature that would otherwise be assigned to employees of the Board.

### **ARTICLE 29 - TERM OF AGREEMENT**

#### **29.1 Duration**

This Agreement is to be in effect from July 1, 2000 to midnight, June 30, 2003.

**29.2 Notice to Bargain**

- (a) This Agreement may be opened for collective bargaining by either Party giving written notice to the other Party on or after April 1, 2003 but in any event not later than midnight, April 30, 2003.
- (b) Where no notice is given by either Party prior to April 1, 2003, both Parties shall be deemed to have given notice under this section on April 30, 2003 and there upon Article 29.3 applies.
- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the Secretary-Treasurer of the School District.

**29.3 Commencement of Bargaining**

Where a Party of this Agreement has given notice under Article 29.2 of this Agreement, the Parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

**29.4 Changes in Agreement**

- (a) Any change deemed necessary in this Agreement may be made by mutual agreement at any time during the life of this Agreement.
- (b) No current employees are to lose any existing benefits through this Agreement.
- (c) The implementation of all benefit programs of this Agreement are conditional on the ability of the Employer to obtain a carrier to carry the plan under the stated conditions.

**29.5 Agreement to Continue in Force**

Both Parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
George Heyman, President

\_\_\_\_\_  
Diane Samchuck, Superintendent

\_\_\_\_\_  
Mary Brake, Bargaining Committee Chair

\_\_\_\_\_  
Margaret-Anne Hall, Secretary Treasurer

\_\_\_\_\_  
Karen Prouse, Bargaining Committee

\_\_\_\_\_  
Linda Dolen, Trustee

\_\_\_\_\_  
Doris Warren, Bargaining Committee

\_\_\_\_\_  
Judy Diement, Trustee

\_\_\_\_\_  
Marc McIntyre, Bargaining Committee

\_\_\_\_\_  
Lloyd C. Glibbery, Staff Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

**LETTER OF UNDERSTANDING NO. 1**

**Re: Distribution of Payroll Information**

The Parties to this Agreement will meet to discuss areas where payroll information could be enhanced.

Enhanced payroll information shall be distributed to employees, on a regular basis, beginning no later than July 31, 1996.

**LETTER OF UNDERSTANDING NO. 2**

**Re: Professional Development**

The Employer will make available, through payroll deduction, the ability for employees to set aside additional funds for the purpose of Professional Development. The amount to be deducted shall be determined by the employee, in July of each year; and may be accumulated from year to year.

**LETTER OF UNDERSTANDING NO. 3**

**Re: Superior Benefits**

No employee in the Maintenance shall have his benefits or term and conditions of employment reduced from what they previously enjoyed prior to the melding of the agreements.

**LETTER OF UNDERSTANDING NO. 4**

**Re: Job Descriptions**

The Parties agree that all Maintenance workers Job Descriptions shall be updated prior to Collective Bargaining for the July 1, 2000 Collective Agreement.

**LETTER OF UNDERSTANDING NO. 5**

**Re: Activity Bus**

**Preamble:**

The Parties signatory to this Letter of Understanding recognize the position of Activity Bus Driver evolved from a volunteer position which allowed students to participate in extra-curricular activities, both in and out of the District.

The following procedure will apply for the operating of the Activity Bus:

1. The work of the District shall have priority.
2. Only qualified drivers from the Maintenance Department may operate the bus.
3. The Employer shall post a sign-up sheet in September and January each year, in order that qualified employees may sign-up to operate the bus.
4. After the sign-up has been completed, the Employer shall list in order of seniority those employees who have signed up.
5. Should other employees sign up after the initial sign-up period(s) they shall be placed at the bottom of the list.
6. Employees shall be offered trips on a rotational basis, should an employee refuse an offer or accept an offer and is unable to go, these shall count as offers.
7. Employees shall be paid as regular employees during regular work days and shall be paid an agreed to amount for non-scheduled work days.
8. In the event that no District employee is available to operate the bus, the non-bargaining unit driver shall operate free from Union jurisdiction.

Any difficulties arising out of the Letter of Understanding, shall be dealt with in an expedited manner at the Union/Management Committee level.

LETTER OF INTENT #1

October 12, 1998

British Columbia Government & Services Employees' Union  
4911 Canada Way  
Burnaby, BC  
V5G 1M5

Attention: J.T. Shields

Re: Article 12.5 Union Observer

Dear Sir:

This letter will confirm the understanding reached during negotiations for the current Collective Agreement which is effective July 1, 1998.

The Employer will include on all job postings within the bargaining unit, the information as how an applicant can apply for a Union Observer.

Yours truly

Anne Cooper

Superintendent

cc file

**LETTER OF INTENT #2**

98-11-04

British Columbia Government and Services Employees' Union  
4911 Canada Way  
Burnaby, BC  
V5G 1M5

Attention: J.T. Shields and Lloyd C. Glibbery

Re: First Nations Youth Coordinator(s) (Position A)  
(J. Desjarlais and S. Kuusela)  
Youth and Family Worker(s) (Position B)  
(K. Reddy, Marilyn Walker and Janet Schaafsma)

Dear Sirs:

Effective June 30, 1999 the above captioned positions will be abolished in favour of the following actions.

The Employer shall, on July 1, 1999, create two new positions. The name, duties, job descriptions, and wages shall be agreed to prior to implementation. The duties shall be similar to those currently being performed by the First Nations Youth Coordinator and the Youth and Family Workers respectively and shall be included in the bargaining unit.

Effective upon ratification of the Collective Agreement or earlier if agreed to by the Bargaining Committees, the Employer may create and staff one (1) position A which shall be covered by the Collective Agreement at that time.

The Parties agree that the position currently occupied by Judith Desjarlais (First Nations Youth Coordinator) will be excluded from the provisions of Article 2.1 as long as the incumbent occupies the position. In the event the incumbent vacates the position, it shall be abolished.

Sincerely,

Anne Cooper  
Superintendent of Schools