

|                  |       |    |    |
|------------------|-------|----|----|
| SOURCE           | Union |    |    |
| EFF.             | 92    | 09 | 01 |
| TERM.            | 95    | 08 | 31 |
| No. OF EMPLOYEES | 157   |    |    |
| INCOME           | 80    |    |    |

# ~~MASTER AGREEMENT~~

BETWEEN

The Board of School Trustees of  
 School District No. 55 (Burns Lake)

AND  
 OPERATING ENGINEERS  
 LOCAL 858

~~CUPE Local 3757~~

MASTER  
 AGT. UNION  
 & LOCAL.

As of May 06, 1994

September 1, 1992 to August 31, 1995



RECEIVED  
 MAY 1 1994

CUPE  
 Prince George Area Office

990 901

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3990901



# SCHOOL DISTRICT NO. 55 (Burns Lake)

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## ADMINISTRATION OFFICE

|                                 |                              |
|---------------------------------|------------------------------|
| Phone number                    | 692-7141                     |
| Fax number                      | 692-7145                     |
| SUPERINTENDENT OF SCHOOLS       | Jerry Smit                   |
| ASSISTANT TO THE SUPERINTENDENT | William Petersen             |
| ASSISTANT SECRETARY TREASURER   | Mary Lou Schmidt             |
| CONFIDENTIAL SECRETARIES        | Dana Hodge<br>Rosanne Murray |
| PAYROLL                         | Evelyn Frenette              |
| ACCOUNTANT                      | Kathy Funk                   |
| RECEPTIONIST                    | Darlene Havens               |

**RECEIVED**  
MAY 11 1994

Prince George, B.C.



**MASTER AGREEMENT**

**EFFECTIVE SEPTEMBER 1, 1992 - AUGUST 31, 1995**

**BETWEEN:**

**B.C.S.T.A. (NORTHWEST LABOUR RELATIONS COUNCIL)**

**ACCREDITED FOR AND REPRESENTING**

**THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 55 (BURNS LAKE)**

**(hereinafter called the 'Board')**

**PARTY OF THE FIRST PART**

**AND:**

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 858**

**(hereinafter called the "Union")**

**PARTY OF THE SECOND PART**

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## PREAMBLE

the purpose of this Agreement is to secure for the Board, the Union, and the employees the full benefits of legal collective bargaining and to ensure to the utmost extent possible, fair and reasonable remuneration, working conditions, job security, economy of operation, maintenance of essential services and protection of property. It is recognized by this Agreement to be the duty of the Board and the Union and the employees to cooperate fully, individually and collectively, for the advancement of said conditions. The Board and the Union agree to abide by the terms set out in this Agreement. The Union further agrees that it will, at all times, instruct its members to act in accordance with the terms contained in this Agreement. The Board agrees, in the exercise of the functions of management, that the provision of this Agreement will be carried out.

## ARTICLE 1 BOARD'S RIGHTS

### 1.1 Management and Direction

The management and the operation of, and the direction and promotion of the working force is vested exclusively in the Board, except as modified elsewhere in this Agreement.

### 1.2 Hiring and Discipline

The Board shall have the right to select its employees and to discipline, transfer, demote or discharge them for proper cause.

### 1.3 Supervisory Staff

The selection and promotion of supervisory officials shall be entirely a matter for the Board's decision. Current employees with suitable qualifications and experience shall be given due consideration for such positions.

## ARTICLE 2 UNION RECOGNITION & SECURITY

### 2.1 Recognition

The Board recognizes the International Union of Operating Engineers (Local 858) as the sole and exclusive collective bargaining agent for all of its employees as certified by the British Columbia Industrial Relations Council.

### 2.2 No Other Agreements

No employee or group of employees shall be required or permitted to make a written or verbal agreement with the Board or its representatives which may conflict with the terms of this Collective Agreement except by mutual agreement between the Union and the Board.

## **2.3 Bargaining Authority**

The Board agrees that the bargaining authority of Local 858 as certified by the Labour Relations Board, shall not be impaired during the term of this collective agreement. The Board agrees that the only certification that it will recognize during the term of this agreement is that of Local 858, unless ordered by due process of law to recognize some other bargaining authority, within the bargaining unit.

## **2.4 Management Exclusions**

It is agreed that the following positions are excluded from the bargaining unit: Secretary-Treasurer, Assistant Secretary Treasurer, Operations Supervisor, Payroll Supervisor/Accountant, Confidential Secretary (Education) and Confidential Secretary (Business).

## **2.5 Union Membership**

**2.5.1** The Board agrees that all employees, who, at the date of the signing of this agreement, are members of the Union, or any employees who hereafter during the life of this agreement become a member, shall, as a condition of continued employment, maintain membership in good standing with the union.

**2.5.2** New employees commencing employment with the Board shall become members of the Union within fifteen (15) days.

## **2.6 Check-Off**

All employees of the bargaining unit will, as a condition of employment, sign check-off cards authorizing the Board to deduct from their earnings in each month, dues legally levied, and in the amount communicated to the Board by the Union from time to time. The Board shall remit the dues deducted pursuant to such assignment to the Financial Secretary of the Union not later than the 15th day of the month following that in which such deductions are made, with a written statement of names of the employees for whom the deductions were made and the amount of each deduction.

## **2.7 Financial Responsibility**

Notwithstanding any provision contained in this section, there shall be no financial responsibility on the part of the Board for the dues of an employee, unless there are sufficient unpaid wages of that employee in the Board's hands.



## **2.8 Notification**

The Union will supply the Board with the names of its officers (including local shop stewards), and the Board shall supply the Union with the names of its supervisory personnel.

## **2.9 New Employees**

The Board agrees to advise new employees that a Union Agreement is in effect, to provide them with a copy of the current Collective Agreement and a brochure describing all benefit plans. Every employee shall be notified of the name of his designated supervisor(s) and his Shop Steward.

## **2.10 Strikes -Walkouts**

**2.10.1** All employees covered under this agreement shall have the right to refuse to cross or work behind a picket line. Any employee failing to report for duty for this reason shall be considered to be absent without pay.

**2.10.2** Failure to cross a picket line encountered in carrying out Board business shall not be considered a violation of this agreement nor shall it be grounds for disciplinary action by the Board.

**2.10.3** Employees covered under this agreement shall not be expected to carry out the duties of other employees engaged in a strike or locked out by the Board.

## **ARTICLE 3 DEFINITIONS**

### **3.1 Employee Definitions**

That for the purpose of this Agreement and unless the context otherwise requires:

**3.1.1** **Casual employee** shall be defined as a person who is employed on a day to day basis and who has an anticipated termination date, or for short continuous assignments when the anticipated period of hire does not exceed forty-five (45) working days at any one time. If necessary, assignments may be extended by mutual agreement of the Union and the Board.

**3.1.1.1** Such casual employees shall only be entitled to the provisions of this Agreement relating to wage rates, hours of work, rest periods, and those benefits to which they are entitled by virtue of Federal or Provincial Government statutes.

- 3.1.2 **Regular employee:** a person who has satisfactorily completed the probationary period of forty-five (45) working days service with the Board and who is employed on a regular full-time or part-time basis. (School term employees are regular employees who work only when school is in session.)
- 3.1.3 **Replacement employee:** A current employee who moves into a replacement position as described in Article 6.3 of this agreement. Such employees are entitled to all benefits of this agreement.
- 3.1.4 **Relief employee:** An employee hired to replace a regular employee who is on a Board approved leave of absence for a period of greater than forty-five (45) working days. Relief employees shall be entitled to all benefits of the agreement as provided to Regular employees, excepting the rights assigned to Regular employees under Article 14 Lay Off Provisions.
- 3.1.5 Limited Duration Employee (Agreed 1992.11.10)
- 3.1.5.1 A Limited Duration Employee is defined as an employee hired to fill a position known in advance to exist for a period greater than forty-five (45) working days but less than one hundred and fifty (150) working days.
- 3.1.5.2 The one hundred and fifty (150) working days upper limit may be extended by mutual agreement between the Union and the Board.
- 3.1.5.3 if a casual hiring effected under 3.1.1 will extend beyond forty-five (45) working days and less than one hundred and fifty (150) working days, the Board shall post the position as a Limited Duration Employee opportunity.
- 3.1.5.4 Limited Duration Employees shall be entitled to all benefits and rights assigned to Regular Employees excepting the Layoff Provision assigned under Article 14 of the current contract.
- 3.1.5.5 An employee who is currently laid off may bid into a Limited Duration Employee opportunity, but the conditions of the foregoing shall apply to such hirings.

3.1.5.6 A Regular Employee currently in the service of the Board may bid into a Limited Duration Employee position without the loss of any rights/benefits. The position vacated by the Regular Employee becomes a Limited Duration Employee position. Any Regular Employee filling Limited Duration Positions shall be returned to his normal position once the original Limited Duration term expires.

- 3.1.6 Maintenance staff shall include or mean, unless the context is more clearly specified or limited, Tradesmen, Storemen and other employees working in the Maintenance Department
- 3.1.7 Transportation staff shall mean and include persons employed by the Board to either drive, service or repair buses.
- 3.1.8 Custodial staff shall mean and include, unless the context is more clearly specified or limited, custodians working in School District facilities.
- 3.1.9 Office staff shall mean and include persons employed by the Board to work in the Board offices, Resource Centre, or school offices.

## ARTICLE 4 HOURS OF WORK

### 4.1 General Staff

The normal hours of work for day-shift employees shall be up to eight (8) consecutive hours per day, forty (40) hours per week exclusive of meal periods.

- 4.1.1 The normal hours of work for custodians on day-shift on those days schools are in session for pupils, and employees on all other shifts shall be up to eight (8) consecutive hours per day, forty (40) hours per week inclusive of a one-half hour for a meal to be taken on the job.

N.B. This section does not apply to Bus Drivers.

- 4.1.2 The normal hours of work for all office personnel shall be up to seven (7) consecutive hours per day, thirty-five (35) hours per week, exclusive of meal periods.

### 4.2 Work Week

The normal work week shall be Monday to Friday. The normal working week may be varied by mutual agreement between the Board and the Union.

#### **4.3 Rest Periods**

All full time employees shall be permitted a fifteen (15) minute rest period both in the first half and the second half of a shift, to be taken on the premises at a time designated by the employee's supervisor.

#### **4.4 Assignment of Extra Work**

Current part-time employees shall be given first opportunity to perform extra hours of work. If extra or unassigned hours of work become available these shall be offered first to a current part-time employee up to a normal work day/work week maximum, provided that such assignment does not conflict with the normal day to day operation of the school, classroom and/or work-site. The Union shall provide a list of part-time employees who may wish to work extra hours.

#### **4.5 Definition of Shifts**

Day Shift -- 7:00 to 3:59 p.m.

Afternoon Shift -- 4:00 p.m. to 10:59 p.m.

Night Shift -- 11:00 p.m. to 6:59 a.m.

Any employee working the majority of that employee's regular scheduled hours in a day within the shift shall be paid the appropriate shift differential for all regular hours worked that day.

### **ARTICLE 5 SENIORITY**

#### **5.1 Principle**

Seniority is the length of continuous service that a regular employee has with the Board and shall be accrued on a district-wide basis, within the bargaining unit. Seniority, as determined by the anniversary date, shall be the governing factor in determining layoffs, bumping order, and in filling posted job vacancies if employee qualifications are equal. Seniority credit for a relief employee shall be the sum of the days where the relief employee was replacing a particular regular employee who was on a Board approved leave. The seniority for a relief employee is cumulative (i.e. two relief assignment periods of employment worked by a replacement employee are to be considered for credit).

#### **5.2 New Employees**

5.2.1 New employees shall be hired on probation for a period of forty-five (45) working days. During that time he shall have no seniority rights, bumping rights or eligibility for benefits. After completion of the probationary period, seniority shall be effective from the original date of employment.

5.2.2 New relief employees **shall** be hired on probation for a period of forty-five (45) working days. During this time **he shall have** no seniority **rights**, bumping **rights** or eligibility for **benefits**. After successful completion of the probationary period, seniority **shall** be effective from the original date of the assignment **and shall** accrue to the final date of the assignment.

### 5.3 **Loss of Seniority**

An employee shall lose his seniority in the event of:

5.3.1 discharge for cause and not being reinstated;

5.3.2 his resignation;

5.3.3 **absence** from work in excess of three (3) working days without notifying the Supervisor, unless such notice was not **reasonably** possible;

5.3.4 **failure to return to work after a lay-off: an employee must** return to work within seven (7) calendar days of the employer's posting a notice of recall by registered mail to **the** employee's last known address. If the employee **is** unable to return to work because of illness **or** other just cause **he** must contact the **Secretary** Treasurer within the **seven (7) day calendar period and so inform the Secretary Treasurer**. It shall be the **responsibility** of the employee to maintain his current address with **the Secretary** Treasurer.

5.3.5 being laid off for a period of **twelve (12) months**.

### 5.4 **No Loss of Seniority**

An employee absent from work **because** of sickness, accident, or **leave of absence approved** by the **Board**, shall not lose his seniority.

### 5.5 **Seniority List**

The Board **shall** maintain a **seniority** list showing the **date** upon **which** each employee's service commenced. A current **seniority list shall be sent** to the Business **Manager** of the Union and the Shop Stewards around November 1 and May 1 of each year. A list **will also be sent** to all operating locations.

## ARTICLE 6 EMPLOYMENT OPPORTUNITIES

### 6.1 Job Posting

6.1.1 in the event of a vacancy occurring in any classification covered by this Agreement, or in the event of a new position being created, notice thereof shall be posted for ten (10) working days in all operating locations, and a copy shall be mailed to all Shop Stewards and the Business Manager of the Union. Such postings and notices shall contain the following information: Nature of the position, required ability, hours of work and wage rate or salary range, and closing date for accepting applications. Applications must be made in writing, the Union shall be advised in writing of the name(s) of the successful applicant(s) within seven (7) days following his appointment.

6.1.2.1 In the event the Board has sufficient prior knowledge of a position becoming available during July or August, the position will be posted and the successful candidate will be advised prior to the end of June.

6.1.2.2 Where the Board does not have sufficient prior knowledge of a position becoming available during July or August, the position will be posted in September.

6.1.2.3 Nothing in this section shall prevent the Board from filling positions becoming vacant during July and August on a temporary basis.

6.1.2.4 Any departure from this procedure will be by mutual agreement with the Board and the Union.

### 6.2 Hiring

6.2.1 The Board agrees that seniority shall govern in all cases of promotions and demotions when the qualifications and ability of the employees concerned, in the opinion of the Board, are equal. The Board shall determine qualifications and ability in a fair and equitable manner, however, in the event of a tie in seniority a name draw shall be used. A Union representative shall be present at the name draw. Internal applications from employees within the bargaining unit will be reviewed first and interviews for such candidates as the Board deems appropriate will proceed prior to the processing of applicants from outside of the bargaining unit.

- 6.2.2 The Union shall be apprised of all appointments, hirings, layoffs, re-hirings and terminations of employment with the month end check off statement. Appraisal of hirings shall contain classification and rate of pay and in the case of temporary employees their anticipated termination date.
- 6.2.3 If the successful applicant is a regular employee he shall be placed on trial for a period of forty-five (45) working days.
- 6.2.4 If the successful applicant proves unsatisfactory in the position, or the position proves unsatisfactory to the applicant, during the aforementioned trial period, he will be returned to his former position at the prevailing rate without loss of seniority, and any other employees promoted or transferred because of rearrangement of positions will be returned to their former positions.

### 6.3 Replacement Employment Opportunities

- 6.3.1 When a regular employee is on a Board approved leave of absence for a period greater than forty five (45) working days the replacement position shall be posted to the Union as per Article 6.1.
  - 6.3.1.1 If a current employee is successful in bidding into the replacement position the vacancy(ies) created shall be filled in the same manner. This process shall be repeated until no current employee bids into the vacancy successfully.
  - 6.3.1.2 This last vacancy shall be filled by a Relief Employee who shall be laid off at the end of the relief period (Article 3.1.3 (b)).
- 6.3.2 When the regular employee returns to the position originally held the other union employee(s) shall revert to the position(s) held originally.
- 6.3.3 if the regular employee receives an approved extension to the leave period the other employees shall continue in their replacement position for the period of the extension.
- 6.3.4 if the regular employee resigns at the end of/during the approved leave the position shall be declared vacant and posted as per Article 6 of the current collective agreement.

## 6.4 Summer Employment

Regular employees, subject to the summer layoff, and who have indicated in writing that they are readily available and willing to work when called, shall be given the first opportunity to fill positions that become available. Any positions offered shall be within the scope of the position that the employee regularly holds or a position that the employee can be reasonably expected to perform satisfactorily after a brief period of familiarization. Determination of the scope of such positions and the suitability of applicants shall be at the sole discretion of the Board.

## ARTICLE 7 WAGES

### 7.1 Pay Oates

7.1.1 The Board shall pay salaries and wages on a bi-weekly basis, payable every second Thursday, for earnings up to and including the previous Thursday. A statement of earnings and deductions shall accompany this payment. Salaries and wages shall be paid in accordance with the Wage Schedules attached hereto and forming part of this Agreement. Employees shall be classified as per the Wage Schedules attached hereto and forming part of this Agreement.

7.1.2 Time sheets will only be changed after consultation with the Employee and any such changes confirmed in writing.

### 7.2 Classification Changes & New Positions

7.2.1 When duties in any classification are substantially changed, or when a new position is created, the rate of pay shall be subject to negotiation between the Board and the Union. If the parties are unable to agree as to the classification and/or rate of pay of the job in question, such dispute shall be submitted to arbitration in accordance with Article 13.5 of this Agreement. The new rate shall become retroactive to the time the position was first filled by an employee.

7.2.2 The District shall initiate consultation with the Union respecting new positions and the pay rate of the positions prior to the time the new positions are posted.

7.2.3 In changing to a higher clerical category the clerical employee shall be placed at the step in the new range that is at least \$0.15/hour higher than the employee's current pay rate.



## 7.3 Overtime Entitlement

For all overtime worked ~~as~~ hereinafter defined, all employees covered under the Wage Schedules of this Agreement shall be paid as follows:

7.3.1 All time worked over eight (8) hours per day (40 hours per week) for General Staff or seven (7) hours per day (35 hours per week) for ~~Office~~ Staff shall be paid at the following overtime rates:

First 3 hours - 1.5 times regular rate of pay (not including premium allowances).

Over 3 hours - 2.0 times regular rate of pay (not including premium allowances).

7.3.2 All time worked on Saturday or Sunday (or where shift work is in effect, on those days constituting the employee's days in lieu of Saturday or Sunday) the rates paid will be the same as those set out in Article 7.3.1.

7.3.3 Should an employee be required to work on a Statutory Holiday, the employee shall receive overtime pay in addition to Holiday pay.

7.3.4 Overtime compensation shall be monetary or time in lieu (at overtime rates) at the employee's option. The employee must advise the Board which option he chooses at the time such overtime is reported to the Board. If the employee chooses time off, it shall be scheduled by mutual agreement of the employee and the employer. Accumulated banked time off cannot exceed ten (10) days.

## 7.4 Where No Work Is Available

7.4.1 If an employee commences work on a normal work day and is then sent home because no work is available he shall be paid for the day at his regular rate of pay.

7.4.2 If an employee reports for work but because no work is available is sent home before commencing work he shall be paid for two (2) hours of work at the regular rate. This condition is negated if the employee is advised by the Board not to report for work before his normal time of departure for work.

7.4.3 Notwithstanding anything to the contrary in the foregoing, no employee will be paid more than his regular wage for such days.

## 7.5 Call Out

An employee called and required to work outside his regular working hours shall be paid according to the following formula:

Two (2) hours at the regular rate for the call out plus the hours worked calculated at the prevailing overtime rate.

Minimum pay for any such assignment shall be three (3) hours at the regular rate on regularly scheduled work days, and four (4) hours at the regular rate on regularly scheduled days off and statutory holidays.

## 7.6 Assignments & Substitutes

An employee who is assigned to or substitutes on any job during the absence of another employee, or who performs the duties of a higher classification, shall receive the rate for the job, or his regular rate, whichever is greater.

# ARTICLE 8 VACATIONS

## 8.1 Entitlement - Regular 12-Month Employees

Regular 12-month employees with years of service calculated from their anniversary of hire will be granted annual vacation as follows:

- 8.1.1 Employees who have not completed one year of continuous service: one work day for each completed month of service, to a maximum of ten (10) working days with pay at the employee's current rate of pay.
- 8.1.2 Employees with one (1) or more years but less than two (2) years continuous service, ten (10) work days with pay at the employee's current rate of pay.
- 8.1.3 Employees with two (2) or more years but less than five (5) years continuous service, fifteen (15) work days with pay at the employee's current rate of pay.
- 8.1.4 Employees with five (5) or more years but less than twelve (12) years continuous service, twenty (20) work days with pay at the employee's current rate of pay.
- 8.1.5 Employees with twelve (12) or more years but less than eighteen (18) years continuous service, twenty-five (25) work days with pay at the employee's current rate of pay.
- 8.1.6 Employees with eighteen (18) or more years continuous service, thirty (30) work days with pay at the employee's current rate of pay.

## **8.2 Entitlement - All Other Employees**

All other employees shall be paid vacation pay in lieu of paid vacation. For purposes of this section years of service shall be calculated from date of hire, and ten (10) months employment shall be equal to one year's service.

Vacation pay shall be calculated at the following rates:

- 8.2.1** Employees with less than two (2) years of continuous service - four percent (4%) of employee's gross annual earnings.
- 8.2.2** Employees with two (2) or more years but less than five (5) years of continuous service - seven point five percent (7.5%) of the employee's gross annual earnings.
- 8.2.3** Employees with five (5) or more years but less than twelve (12) years of continuous service - ten percent (10%) of the employee's gross annual earnings.
- 8.2.4** Employees with twelve (12) or more years but less than eighteen (18) years of continuous service - twelve point five percent (12.5%) of the employee's gross annual earnings.
- 8.2.5** Employees with eighteen (18) or more years of continuous service - fifteen percent (15%) of the employee's gross annual earnings.

## **8.3 Vacation Period**

Vacations shall be taken at a time convenient to the operations of the school district, or at a mutually acceptable time arranged between the Board and the employee. If requested by the employee, at least two weeks, and where practical three weeks, will be granted during the months of July and August.

In the event of conflicting vacation date preferences, the choice shall be determined in accordance with seniority.

## **8.4 Pay Procedure**

Employees shall receive on the last work day preceding commencement of their annual vacation any monies which may fall due during the period of their vacation if requested by the employee at least two weeks prior to commencement of the vacation.

## 8.5 Leaving Board Service

An employee leaving the service at any time in his vacation year before he has had his vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. Should an employee die, his estate shall be credited with the value of vacation credits owing him.

## 8.6 Statutory Holidays

8.6.1 Employees shall be entitled to a holiday with pay at their regular rate for each of the statutory holidays hereinafter set forth:

New Year's Day  
Good Friday  
Easter Monday  
Victoria Day  
Dominion Day  
B.C. Day

Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

and any day proclaimed by the Federal, Provincial, or Municipal government as a holiday, and any special school holiday proclaimed by the Minister of Education.

Only employees regularly working within the municipal boundary shall be entitled to a municipal holiday.

8.6.2 When any of the above mentioned holidays fall on an employee's scheduled day off, or is observed during an employee's vacation period, or falls on a day when school is not in session, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Board.

8.6.3 Ten month employees are entitled to receive statutory holidays falling within their period of employment. In addition, ten month employees shall receive pay for Dominion Day and Labour Day. Regular part-time employees shall be paid for statutory holidays on the basis of their hours relative to a full-time employees.

## ARTICLE 9 LEAVE OF ABSENCE

### 9.1 Union Business

9.1.1 The Board agrees to grant time off, without pay, during any working day to Shop Stewards or officers of the Union in the employ of the Board for Union business purposes.

9.1.2 The Board agrees that time spent in settling grievances during regular working hours, pursuant to Article XI hereof by Union Stewards, shall be considered as time worked and paid at regular rates of pay.

- 9.1.3 In order that the work of the Board shall not be unreasonably interrupted, no Steward shall leave his work without obtaining **permission** of his supervisor, which permission shall not be unduly withheld.
- 9.1.4 Bargaining representatives shall have the **privilege** of attending collective bargaining meetings with the Board if held during regular working hours, without **loss** of remuneration. The Union agrees to **notify** the Board of the **names** of **such** employees, whose number, for the purpose of this section shall not exceed a total of four (4) employees at any one time.
- 9.1.5 The head Shop **Steward shall be allowed** one-half (1/2) day **off bi-weekly** to contact **employees** at work on **matters** regarding this Agreement and its administration, providing such contact does not unduly interfere with normal school operations. Such leave shall be at a time agreeable to the supervisor **and shall be without pay**.
- 9.1.6 **Any employee** who is elected or appointed to a **full-time position with the** Union shall be granted Leave of Absence for a **period** covering the term of appointment or election without **loss** of seniority. Such leave of absence shall be effective at no **cost** whatsoever to the Board.

## **9.2 Compassionate**

An employee shall be **granted** up to five (5) working days without **loss of basic salary** or wages (not including premium allowances) to attend to **funeral/family** matters in the case of the death/serious illness of a **parent, spouse, common-law spouse, grandchild, brother, sister, child, grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, or daughter-in-law.**

**The Board** shall give reasonable consideration to special requests **regarding** persons outside the immediate family and/or to **extended** time under special circumstances.

Any extension beyond the five (5) day **maximum** may be taken as either **vacation, vested sick leave (#10.2.3), accrued time-in-lieu, or leave without pay.**

## **9.3 Jury Duty**

An employee shall be entitled a leave of absence with pay in the event he is summoned for jury duty or required to attend legal proceedings by reason of subpoena to **serve as** a witness. **The** employee shall pay to the Board any monies received for **actual** jury fees **excluding** travel costs and meal allowances.

## 9.4 Maternity Leave

### 9.4.1 Short Term Maternity Leave

- 9.4.1.1 Statutory maternity leave shall be granted by the Board in accordance with the provisions of the employment Standards Act. A copy of the Act shall be retained on file at the District Office and shall be available upon request.
- 9.4.1.2 Unless medical conditions do not permit, the Board shall be given a minimum of ten (10) working days' notice of the commencement of such leave.
- 9.4.1.3 The Board will provide a Supplemental Unemployment Benefit for the first two weeks of leave. The amount of coverage shall be at the weekly rate that the employee is eligible for under the U.I.C. regulations. The Board agrees to enter into the Supplemental Unemployment Benefit Plan agreement required by the Unemployment Insurance Act in respect of short term maternity.
- 9.4.1.4 The employee shall notify the Board at least 15 working days prior to returning to the job.

### 9.4.2 Extended Maternity Leave

- 9.4.2.1 Employees granted short term maternity leave and who opt not to return to work at the expiration of that leave may apply for extended maternity leave of up to an additional six (6) months.
- 9.4.2.2 The written application for extended maternity leave must reach the office of the Secretary Treasurer at least fifteen (15) working days before the expiration of the short term maternity leave. The application must state the period of extended maternity leave requested and the date the employee intends to return to work.
- 9.4.2.3 The Board will continue to administer coverage for all employee benefit plans provided the employee pays the full premiums.
- 9.4.2.4 The employee shall confirm her intention to return to work at least twenty (20) working days prior to her wishing to return to work. The Board shall endeavour to place the employee in a job equivalent to the position held at the commencement of the leave. Where this is not possible, the Board shall place the employee in a job consistent with her qualifications and seniority that is acceptable to the employee.

If the total period of short term plus extended maternity leave is less than one (1) year the employee shall be placed in the position she held previously.

9.4.2.5 Where the mother dies before or following the birth of the child or she becomes disabled and a male employee qualifies for benefits under the Unemployment Insurance Act (spousal maternity benefits) the provisions of this Article shall, upon request, be granted to him.

## 9.5 General Leave

9.5.1 The Board may, upon receiving a written request, grant leave of absence with or without pay and without loss of seniority to a regular employee requesting such leave for good and sufficient cause.

9.5.2 When the leave of absence is for a period of less than one year the employee will be returned to his normal position on completion of the leave. For ten (10) month employees the months of July and August are excluded from the year's tally.

9.5.3 if any position changes are effected to cover this position during the leave those employees will be returned to their original positions.

9.5.4 if the period exceeds one (1) year the Board shall place the employee in an equivalent position or one commensurate with his qualifications and experience.

if the position offered is not acceptable to the employee he may opt to go on layoff with recall rights or bump into a less senior position in accordance with the conditions set out in Article 14 of this agreement.

## 9.6 Adoption Leave

9.6.1 The Board shall grant leave with full pay up to a maximum of four (4) working days to an employee who is adopting a dependent child.

9.6.2 This leave is granted so that the employee may transact the legal business, interviews, etc. as required by the adoption agency.

9.6.3 If both of the adopting parents are employees each is entitled to the leave referred to in paragraph 9.6.1.

- 9.6.4 The Board may approve up to six (6) additional days with leave for the adoption process if the employee so requests. This additional leave may be granted with or without pay.
- 9.6.5 Following the formalization of the adoption, one employee per family may request up to thirty (30) consecutive working days for the purpose of family establishment. This leave extension will be granted only if the services of a suitable substitute can be guaranteed for the entire leave. "his leave extension will be granted without pay.
- 9.6.6 Adoption Leave does not cover the formalization of guardianship for dependent children of a bonded family.

## 9.7 Parenthood Leave

- 9.7.1 'Parenting' is fulfilling the role of principal care giver to the dependent child/children in the home or institution if the child is institutionalized.
- 9.7.2 'Parenthood Leave' will be considered for any employee who has served continuously in the district for at least three (3) years prior to the school year in which the leave is to commence. The Board shall grant such requests within the limits of the following procedures.
- 9.7.3 Requests for such leave must reach the office of the Secretary Treasurer at least one (1) full calendar month prior to the commencement date requested. The for leave shall set at the period of leave requested and the employee's preferred return date.
- 9.7.4 The employee may request this leave in units of ten/twelve (10/12) continuous working months, but the total leave must not exceed thirty/thirty-six (30/36) continuous working months.
- 9.7.5 An employee who is on Parenthood Leave and who accepts employment elsewhere shall be deemed to have resigned from this district effective the date of commencement of the new position.
- 9.7.6 Employees on Parenthood Leave may accept temporary assignments in District No. 55 if no other acceptable temporary employee is available.
- 9.7.7 The employee on Parenthood Leave must formally notify the Secretary Treasurer of his intention to resume work in the district. This notice must reach the office of the Secretary Treasurer at least one (1) full calendar month prior to the desired date of recommencement

Failure to give such notification shall be construed as notice of resignation.



- 9.7.8 If the period of leave is one (1) full year (ten/twelve (10/12) continuous working months), the employee shall be returned to ~~the~~ same position he held at the time of the commencement of the leave.
- 9.7.9 If the period of leave is greater than one (1) year, the Board shall endeavour to place the employee in a job equivalent to the position held at the commencement of the leave. Where ~~this~~ is not possible, the Board shall place the employee in a job consistent with his qualifications and seniority that is acceptable to the employee.
- 9.7.10 If both parents are employees covered by this agreement, only one parent is eligible for the leave at any one time. Neither is it the intent of this leave that one parent may be on Parenthood Leave while the other is on Long Term Maternity Leave.
- 9.7.11 An employee who is on Long Term maternity Leave may also request Parenthood Leave but the combined leaves must not exceed thirty/thirty-six (30/36) continuous working months.
- 9.7.12 The number of employees on Parenthood Leave at any one time shall not exceed 5% of the Current F.T.E. employees covered by this agreement.
- 9.7.13 Notwithstanding the foregoing, an employee may return to work at an earlier date at the Secretary Treasurer's discretion. In such an instance the Board is not bound to offer the employee a position equivalent to that previously held. The position offered will be governed by the positions available at that time, but the employee will be returned to his original position at the end of the first year.
- 9.7.14. An employee granted Parenthood Leave may make arrangements to continue his fringe benefit package at his own expense.

## 9.8 Paternity Leave

On the birth of his child, a male employee may apply for and shall be granted paternity leave with pay up to four (4) days. In the event of birth complications affecting either the mother or child the leave may be extended up to a further five (5) days with or without pay upon the prior approval of the Secretary Treasurer.

## 9.9 Discretionary Leave

- 9.9.1 An employee with six (6) continuous years of service shall be granted one (1) day's leave with pay in each contract year at his discretion.

- 9.9.2 An employee with ten (10) continuous years of service shall be granted one (1) additional day's leave with pay in each contract year at his discretion.
- 9.9.3 An employee who has an accumulation of (15) fifteen sick leave days on August 31st of each year shall be granted one (1) additional day in the following contract year at his discretion.
- 9.9.4 Discretionary leave entitlements shall be used subject to the following conditions:
- 9.9.4.1 The leave days are not cumulative. Unused discretionary days have no cash equivalent nor may they be carried forward into the next contract year.
- 9.9.4.2 Where possible the employee will schedule these leaves beforehand with his immediate supervisor.
- 9.9.4.3 If the employee requires a substitute it shall be the employee's responsibility to ensure that a substitute has been arranged.
- 9.9.4.4 The employee shall only use one day's leave in conjunction with a statutory holiday or vacation. If the leave is to extend a statutory holiday or vacation consideration must be given to its impact upon the service aspect of the individual employee's role in the district.

## ARTICLE 10 SICK LEAVE/WEEKLY INDEMNITY/LONG TERM DISABILITY

### 10.1 Sick Leave

- 10.1.1 "Sick Leave" means the period of time a regular employee is permitted to be absent from work with or without pay, by virtue of sickness, unavoidable quarantine, or accident for which compensation is not payable under the Workers' Compensation Act.
- 10.1.2 Paid sick leave shall be granted to regular employees on the basis of:
- 10.1.2.1 one half (1/2) days per month or six (6) days per calendar year (1992) for full time regular employees.

**Jan. 1/93:** Unexpended sick leave credits from 1992 shall be carried forward as accumulated sick leave. All employees shall be granted four (4) days credit to be added to their sick leave accumulation.

**Sept 1/93:** Unexpended sick leave credits (for the period ~~January 1/92..August 31/93,~~ **carried forward.** All employees granted seven and one half (7.5) days credit to be added to their sick leave accumulation.

sept. 1/94: Unexpended sick leave credits (finalized on August 31/94.) carried forward. All employees granted nine (9) days credit to be added to their sick leave accumulation.

**10.1.3** Full time regular employees shall have this entitlement pro-rated in the event that the employee works an interrupted year, by reason of leave of absence, initial placement or termination (except lay off).

**10.1.4** The Board will permit employees to accumulate and carry forward unused sick leave days.

**10.1.5** Leave without pay of one year because of illness may be granted to an employee who does not qualify for sick leave, weekly indemnity, or long term disability entitlements, or is unable to work at the termination of the period for which sick leave with pay is granted. At the end of one year, an extension may be granted by the Board.

**10.1.6** Employees must serve a waiting period of three consecutive working days before becoming eligible for the Weekly Indemnity Plan Coverage (Clause 10.3).

**10.1.7** If an employee or his dependent(s) is referred by a local doctor/dentist to a medical/dental facility in another area, the employee shall be granted leave of absence to attend the facility or accompany the dependent.

Such leave shall be charged against the employee's sick leave. If the employee has no sick leave credit, the leave shall be given without pay.

The employer may request a copy of the referral letter/certificate for any such use of sick leave. If an additional cost is incurred it shall be paid by the Board.

**10.1.8** In the event that the illness of a dependent member of the employee's family requires his short term care such absence may be charged against his sick leave.

## 10.2 Sick Days Accumulation Pay Out - February 1, 1987

10.2.1 The sick days accumulated and frozen at February 1, 1987 shall be paid out upon resignation or retirement as follows:

10.2.1.1 Eligible employees are those employees who were in the employ of the Board on February 1, 1987 and who have been in the continuous employ of the Board for a minimum of ten (10) or more years.

- 25% of unexpended sick leave after ten (10) years service
- 40% of unexpended sick leave after fifteen (15) years service
- 60% of unexpended sick leave after twenty (20) years service

10.2.1.2 'Unexpended sick leave' refers to the number of days accumulated and frozen on February 1, 1987.

10.2.2 For those employees with less than ten (10) years of continuous service at February 1, 1987, the days accumulated shall be available for pay out in accordance with 10.2.1 once the condition of continuous service is satisfied.

10.2.3 Days accumulated can be used to supplement the 66 2/3 Long Term Disability Plan as covered in Article 10.4 of this Agreement. This feature shall provide entitlement to a minimum of 25% (twenty-five) of current days banked. The employee shall have the option to supplement his income and shall disclose that option to the Board.

10.2.4 If an employee so requests the Board will facilitate a pay out which accommodates full withdrawal of the unexpended sick leave as a cash equivalent.

The withdrawal must be finalized within four years of the initial date of commencement, and shall be limited to a maximum of two payments per year.

The total amount of the pay out is frozen on the first day the pay out commences.

10.2.5 An employee who has not opted for the total pay out option may draw against the unexpended sick leave in full day units to cover authorized unpaid leaves.

### 10.3 Weekly Indemnity Plan

Eligible regular employees shall be covered by a weekly indemnity plan upon the completion of the probationary period. This plan shall be paid by the employer, however, the cost of this plan shall be deemed to be a taxable benefit and the premiums paid shall be included in the taxable income of employees.

10.3.1 The weekly indemnity plan shall provide remuneration for a period of twenty six (26) weeks from the fourth day of illness or first day of absence due to injury or hospitalization (subject to carrier limitations) at 66 2/3% pay, paid by the employer.

10.3.2 if an indemnity claim has been disallowed and/or an employee has been overpaid indemnity benefits, the employee shall repay the overpayment to the Board. The repayment shall commence immediately and shall be effected at a monthly rate equivalent to one half of the monthly rate at which indemnity benefits were paid.

If the employee elects to terminate employment prior to the repayment of indemnity benefits the amount of the debt shall be deducted from any amount owed to the employee. If any debt remains after such deductions it shall be the responsibility of the employee to pay off, in full, immediately on termination.

### 10.4 Long Term Disability Plan

Eligible regular employees shall be covered by a Long Term Disability Plan upon completion of the probationary period. Premiums for the plan shall be paid 100% by the employees. Coverage shall be from the date of expiry of coverage under the Weekly Indemnity Plan and shall continue until the employee's sixty-fifth (65th) birthday subject to carrier limitations.

The Board agrees to bonus the employees each January an amount equivalent to the total long term disability premiums paid by the employee under the plan in the previous calendar year.

## **10.5 Workers' Compensation Plan**

An employee prevented from performing his regular work with the Board on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Act, shall receive from the Board the difference between the amount payable by the Workers' Compensation Board and his regular salary. Such difference shall be deducted from the employee's accumulated sick leave available for supplementing the paid sick days and/or the Long Term Disability Plan provided by this agreement, providing the employee has such benefits to his credit. This entitlement shall be at the option of the employee. In the event that the employee does not have any of the above entitlement he will not be entitled to supplement the Workers' Compensation payments.

## **10.6 U.I.C. Premium Rebate**

Any U.I.C. Rebate resulting from implementation of income protection benefit plans shall be distributed on the basis approved by Revenue Canada at the time such rebate is received. The employee's portion shall be paid to the I.U.O.E. (Local 858).

## **10.7 Doctor Certificate**

An employee may be required to produce a certificate from a duly qualified medical practitioner for any illness in excess of three (3) days. Where an employee has taken uncertified sick leave in excess of seven (7) days in a period of twelve (12) months, the employee may be required to produce a medical certificate for any subsequent illness.

Where there is good and sufficient cause and there is no medical service charge to the employee, an employee may be directed to support each absence with a report from a doctor.

## **10.8 Sick Leave Records**

A record of all unused sick leave will be kept by the Board. An employee is to be advised on application of the amount of leave available.

## **10.9 Sick Leave Severance Pay**

Employees who were regularly employed prior to January 1, 1976 and who were not eligible to participate in the Superannuation Plan as per Article 11.1, shall after five (5) years continuous service with the Board, be entitled to a total pay out of any accumulated sick leave to his credit on retirement or termination of employment with the Board. Dismissal for just cause shall disqualify an employee for the provisions of this clause.

## **ARTICLE 11      EMPLOYEE BENEFITS**

### **11.0      Eligibility**

- 11.0.1 All present employees, except those working solely as Noon Hour Supervisors, are eligible to receive full benefits.
- 11.0.2 Effective 1992.09.01, all new regular employees who are employed for fifteen (15) hours or more per week will be eligible for full employee benefits.
- 11.0.3 Notwithstanding anything to the contrary all regular employees presently employed by the Board and presently receiving full benefits shall continue to do so as long as they remain in the continuous employ of the Board.

### **11.1      Pension**

All eligible employees covered by the agreement shall participate in and be covered by the provisions of the 'Municipal Superannuation Act'.

### **11.2      Medical/Dental Coverage**

Employees who qualify and who have completed their probationary period may participate in the mutually approved medical, dental and extended health plans as follows:

- 11.2.1 Medical Plan - B.C. Medical Plan premiums 100% paid by Board.
- 11.2.2 Dental Plan - including orthodontics coverage (Plan C) based on a fifty (50) percent benefit level and a \$1500/member/lifetime benefit maximum. Premiums 100% paid by Board.
- 11.2.3 Extended Health Benefit - premiums 75% paid by Board, 25% paid by employee.

### **11.3      Group Life Insurance**

All eligible regular employees, who have completed their probationary period will, as a condition of employment, be covered under the terms and conditions of the Group Life Insurance Plan at twice the employee's annual salary. The costs of the premium payments shall be shared by the Board (75%) and the employee (25%).

## **11.4 Death Benefits**

11.4.1 In the event of the death of any employee who, at the time of death has been employed by the Board continuously for the previous six months, the Board shall pay a benefit equivalent to 10% (ten percent) of the employee's current annual salary to the widow or widower of the deceased, or to the estate if there is no widow or widower.

11.4.2 The Board shall continue to provide the medical, extended health and dental benefits to the dependents of the deceased employee for the period of four (4) months following the death of the employee. The dependents shall be notified in writing of the terms of this provision when severance and other benefits are paid.

## **11.5 Employee Assistance Plan**

All eligible regular employees, who have completed their probationary period, will be entitled to the benefits of an Employee Assistance Plan. Benefits of the plan will also be available to members of said eligible employees' immediate families. Costs of a plan shall be 100% covered by the Board. The Union shall be entitled to appoint one member to the E.A.P. Joint Committee.

## **11.6 Continuation of Benefit Premiums**

11.6.1 Where an employee is on medical leave and receiving Weekly Indemnity or Workers' Compensation Board payments the Board shall continue to pay the employer's cost of the following benefits: Medical, Dental, Mended Health Benefits, and Group Life Insurance, for a maximum period of twenty-six (26) weeks.

After this period the Board shall continue to make any or all of the aforementioned benefits available to the employee as long as the employee is in receipt of Weekly Indemnity or Worker's Compensation Board, but the employee shall bear the full cost of the premiums.

## **ARTICLE 12 GENERAL**

### **12.1 Courses of Instruction**

The Board agrees to pay the full cost of instruction required and approved by the Board for any employee to better qualify the employee to perform their job. The employee shall receive full wages and benefits and continue to accrue seniority.

### **12.2 Clothing**

The Board shall provide, and dean as necessary, protective clothing/equipment as follows:



12.2.1 Coveralls and goggles for mechanical staff in the bus garage.

12.2.2 Coveralls, goggles, gloves and hearing protection devices for maintenance, custodial and teacher aide staff as required.

### 12.3 Safety Footwear

The Industrial Health and Safety Regulations prescribes that employees whose work presents a potential hazard to their toes, metatarsal area or soles of their feet must wear safety footwear.

12.3.1 The Board will pay an annual safety footwear allowance of \$75.00 to such employees.

12.3.2 The allowance will be paid in September of each year.

12.3.3 The safety footwear purchase must be C.S.A. approved.

12.3.4 New employees must provide their own safety footwear as a condition of initial employment.

12.3.5 The Board will pro-rate the annual payment to these employees after the conclusion of their probationary period.

### 12.4 Disciplinary Notice

Except in cases of dismissal for just cause, notice of termination may be given to regular employees only after the employee has received written warning letters setting forth reasons for dissatisfaction with the employee's service and providing at least a two (2) week period after each letter for the employee to show satisfactory improvement. The employer shall provide the employee and the union with a copy of any written warning.

## 12.5 Technological Change

Should any displacement of **staff** be indicated as the **result** of **technological** change, the Board and the Union will meet and **discuss** the **possibility** of employing displaced employees in some other capacity, three (3) months prior to the implementation of such change. In the event that a regular employee is displaced, he shall be offered an opportunity to bump into 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 **twelve (12) months**. Any employee placed in a lower-rated position as a result of mechanization, shall **not** have his wages reduced; but shall continue to receive his old rate until such time as the agreement rate for his **new** position is equal to his **actual** rate of pay. Any employee whose services are **terminated** by the **Board** because of technological change shall be entitled to **severance** pay equivalent to one (1) week's pay for each year of service.

## 12.6 Sexual Harassment

The Board and the Union recognize the right of all employees to work in an environment free from sexual harassment.

"Sexual harassment" comprises offensive sexual comments, gestures or physical contact that may be deemed objectionable or offensive. Sexual harassment is behavior of a sexual nature that is deliberate and unsolicited. Sexual harassment is coercive and one-sided and both males and females can be victims of it.

Complaints of sexual harassment shall be treated seriously and in strict confidence.

Employees found to have been sexually harassing another employee shall be subject to disciplinary action. Such action may include a verbal warning, a written warning, suspension, and/or dismissal.

No employee shall be subject to reprisal, threat of reprisal or discipline as a result of filing a bona fide complaint of sexual harassment.

It is recognized that false or malicious complaints may damage the reputation of, or be unjust to, other employees and therefore the complainant may be subject to disciplinary action.

In the first instance, attempts shall be made to resolve alleged complaints through informal means. The complainant employee may attempt to resolve the matter by informing the alleged harasser.

In the event **that** an **employee's** complaint **is not** resolved through informal means, the employee may request in writing the intervention of the Superintendent/Designate.

In the event **the** issue remains unresolved after intervention of the Superintendent or his **designate**, the provisions of the Grievance Process may be exercised.

## **12.7 No Discrimination**

The Board agrees **that** there shall be no discrimination exercised or practiced with respect to any employee **in the administration of this** Collective Agreement by reason of age, race, creed, colour, **ancestry**, natural origin, religion, **political** affiliation or activity, sex, **racial** or **parental status**, nor by reason of his membership in the Union.

## **12.8 Shop Steward Committee**

A committee **of** five (5) Shop Stewards, the Secretary Treasurer, the Operations Supervisor and/or the **board's** Chief Executive Officer/**designate** shall meet on a regular basis (excluding July and August) to **discuss matters** relating to employee concerns, board **concerns** and **matters** related to **job** descriptions.

## **12.9 Video Display Terminals**

Employees whose **jobs** require the operation of video display terminals may **request a** transfer to **alternate** work during a **pregnancy**. If a **suitable** transfer is not available, the employee may request unpaid leave **of** absence for **the** period **of** her pregnancy.

**Employees who work** regularly at Video Display Terminals are encouraged to **review current suggested** work practices regarding continuous **use**, exercises, etc. **These** practices will be promoted by **the** District Health and Safety Committee.

## **12.10 In Service Training**

The Board agrees to provide **an** in-service training seminar on a minimum of **one (1)** day **per** school year designated as a professional development day **for** teachers. **The date and agenda shall be subject to the approval** of the Secretary Treasurer. Employees directed to attend Pro-D sessions shall be **paid for the greater of regular hours of work or** hours in attendance in sessions **and be reimbursed** for travel **costs**.

## 12.11 First Aid

The Board shall reimburse employees for course fees charged against the acquisition/renewal of a first aid certificate. e.g. Industrial First Aid, Safety Oriented First Aid upon successful completion of the course provided that the employee has received Board approval prior to registration. The Board may limit the total number of employees approved on a district or work area basis from year to year.

Course fees will be reimbursed after the employee submits proof of payment and successful completion of the approved course.

The Board will not pay the release costs for employees to pursue such courses.

## 12.12 Contracting Out

No regular employee shall be laid off or have their regular income reduced as a consequence of contracting out of work or services normally performed by members of the bargaining unit.

## 12.13 Mileage Allowance

Employees who are required to use their personal vehicles in order to carry out their regular duties or other Board business shall be reimbursed at the rate prescribed by Board policy. This includes travel between work-sites as required on a regular basis, if such travel is stipulated as a condition of employment.

## 12.14 Personnel File Access

An employee shall have access to all material contained in the employee's personnel file, which shall be maintained by the Board, at a time which is mutually convenient to the employee and the Board. The file shall be reviewed by the employee in the presence of a person authorized by the Board, at which time a copy of any document in the file shall be made available to the employee on request. The employee may be accompanied by a colleague if desired.

# ARTICLE 13 GRIEVANCE PROCEDURE

## 13.1 Grievance Steps

In the event that any difference arises between the parties out of the interpretation, application, operation or any alleged violation of this agreement (hereinafter called the grievance), including any difference arising from the suspension or dismissal of any employee and including any question or difference as to whether the matter is subject to arbitration, such question or difference shall be finally and conclusively settled without stoppage of work in the following manner:

## Step 1

As soon as the employee perceives that a grievance has arisen he shall so notify his immediate supervisor and his shop steward. The employee and the supervisor will attempt to achieve a mutually acceptable resolution of the grievance.

This resolution must be achieved within five (5) working days.

## step 2

If the Step 1 grievance is not resolved, the employee/Union may formalize the grievance in writing and submit it to the Secretary Treasurer. This notification must be finalized within five (5) working days of the conclusion of Step 1.

The Secretary Treasurer/Superintendent of Schools/designate shall meet with the employee, the supervisor and any other interested parties and review the grievance fully in an attempt to achieve a mutually acceptable resolution.

This resolution must be achieved in seven (7) working days.

## Step 3

if the Step 2 grievance is not resolved, the employee/Union may refer the grievance to the Grievance Committee within ten (10) working days of the conclusion of Step 2. The Grievance Committee shall be comprised of two (2) members each from the Board and the Union.

The Grievance Committee shall endeavour to resolve the grievance within ten (10) working days of its initial meeting. The committee shall call such evidence and information it so desires to assist in the resolution of the grievance.

If the Grievance Committee is unable to achieve a resolution, the matter may be referred to arbitration by either party.

## Representation

At each step of the grievance procedure the employee who initiated the grievance shall have the right to be present, and shall have the right to be accompanied by a colleague or a Union representative (other than legal counsel) of his choosing.

## 13.2 Endurance of a Grievance

If a grievance is not submitted within ninety (90) calendar days after the occurrence of the act or the decision giving rise to the grievance, the Secretary Treasurer and the Business Manager shall meet and decide if the Board did what it ought reasonably and contractually have done in the matter. If they agree that the Board has done such, all rights of recourse to the grievance and arbitration processes shall be deemed to have been abandoned.

### 13.3 Grievance In Writing

Grievances and replies to grievances **shall** be in writing at all stages (excepting Step 1) and grievances settled satisfactorily within the **time allowed** shall date from the time that the grievance was filed in Step 1.

### 13.4 Expedited Arbitration

Either **party** may elect to bypass Steps 2 and 3 and **proceed** directly to arbitration.

**When** either **party** decides that a grievance be **submitted** to arbitration, the decision shall be communicated to the other **party** in writing. Each party shall name an arbitrator to an arbitration board and **notify** the other **party** of the name and address of its appointee. If the **recipient** of the notice fails to appoint an arbitrator, or if the **two (2) appointees** fail to agree upon a chairman within five (5) working days, the appointment shall be made by the Minister of Labour **upon** request of either party.

**Nothing** in this agreement shall **restrict** the **parties** from mutually agreeing to submit a particular grievance to a single arbitrator. Fees and expenses for **this type** of arbitration shall be shared **equally**.

### 13.5 Arbitration Procedures

The arbitration board **may** determine its own **procedure**, but shall give full opportunity to all parties to present evidence **and** make **representations** to it.

### 13.6 Decision

The decision of the Arbitration **Board** shall be final **and** binding on **all** parties, but in no **event** shall the **Arbitration** Board have the **power to alter, modify** or amend this Agreement in **any** respect. **Should** the **parties disagree** as to the meaning of the decision, either party **may** apply to the chairman of the **board** to **re-convene** the **Arbitration Board** to **clarify** the decision. This application must **take place** within five (5) working days of **receiving** the **official** decision.

### 13.7 Expenses

Each party shall pay:

- 13.7.3 the fees and expenses of the arbitrator it appoints;
- 13.7.2 **one-half** the fees **and** expenses of the chairman.

### **13.8 Extension of Time Limit**

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

### **13.9 Employee Participation**

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

## **ARTICLE 14 LAYOFF PROVISIONS**

### **14.1 Layoffs and Rehiring**

**14.1.1** The Board agrees that in the event of layoff, regular employees shall, where practicable, be laid off in order of seniority. When it is necessary to rehire, employees shall be re-employed in the inverse order in which they were laid off. No new employees shall be hired until those laid off employees who have the necessary qualifications have been offered re-employment.

**14.1.2** The Board agrees to notify Regular Employees and the Union of layoffs in accordance with the following periods of notice.

**14.1.2.1** Two (2) weeks' notice where the employee has completed a period of employment of at least six (6) consecutive months.

**14.1.2.2** After the completion of a period of employment of three (3) consecutive years, one (1) additional week's notice, and for each subsequent completed year of employment, an additional week's notice up to a maximum of eight weeks notice.

**14.1.3** The layoff notification shall contain the following information:

**14.1.3.1** the effective date of the layoff;

**14.1.3.2** a current Union seniority list;

**14.1.3.3** the latest date by which the employee can advise the Secretary Treasurer of his intention to bump; and

14.1.3.4 information relative to the severance pay option.

## 14.2 Principle of Security

14.2.1 Both parties recognize that job security should increase in proportion to length of current continuous service in the employ of the Board, provided the employee possesses the necessary qualifications for the position(s) available.

14.2.1.1 "Necessary Qualifications" in respect of any position means: a reasonable expectation based on the education, training, experience and competence of the employee that he will be able to perform the duties of the position in a satisfactory manner following a forty-five (45) working days period.

14.2.2 A regular employee whose hours of work have been reduced 20% or more, or who has been laid off, or whose job has been eliminated is eligible to bump a less senior employee if he has the necessary qualifications to perform the work of the less senior employee.

14.2.3 An employee who is being laid off must advise the Secretary Treasurer's office of his intention to bump within ten (10) working days of receipt of written notification of his layoff. Such notification shall identify the position into which the laid off employee wishes to bump.

14.2.4 The Secretary Treasurer will initiate the process which determines if the employee who desires to bump into another position has the necessary qualifications for that position and shall advise the employee and the Union of the decision within ten (10) working days.

14.2.5 if the employee accepts the decision that he does not have the necessary qualifications for the position, or loses a grievance arising out of that decision, he will have the right to re-exercise his bumping prerogative within five (5) working days.

## 14.3 Layoff/Bumping Provisions

14.3.1 It is mutually agreed that the following provisions shall apply when layoffs occur:

14.3.1.1 Employees shall be laid off in reverse order of their seniority in accordance with the following Types of Work:

(Reverse order means: least senior - first off.)



**TYPE OF WORK**

**PERSONNEL**

**Clerical Support**

A/T D.R.C.,  
A/T Payroll, A/T Accounts:  
Clerk Typist, Steno 1/2  
Library Assistant

**School/Instructional Support**

Teacher Aide,  
Work Experience Facilitator  
Home School Coordinator  
Child Care Worker

**Noon Hour Supervisor**

**Maintenance**

Tradesman (Cert.),  
(Non. Cert.),  
Courier/Storesman,  
Maintenance, Labourer

**Custodian**

**Bus Driver**

**14.3.1.2** Laid off employees may accept the layoff and bid on jobs for which they have the necessary qualifications, as vacancies occur.

**14.3.1.3** Laid off employees shall have a copy of all job postings mailed to the address provided by the Employee for a period of up to one (1) year following the date of layoff, providing they submit a request in writing to the Secretary Treasurer and the Union.

**14.3.1.4** Laid off employees shall be given the opportunity for employment in positions for which they have the necessary qualifications before casuals are used or new employees are hired.

**14.3.1.5** Laid off employees shall be hired/re-hired in order of seniority.

**14.3.2** Regular employees who are laid off for an indefinite duration shall have the option of bumping into positions for which they have the necessary qualifications in accordance with the following procedures:

**14.3.2.1** The layoff notification will contain the following information:

**14.3.2.1.1** the effective date of the layoff

- 14.3.2.1.2 a list of those employees (in the same Type of Work) who are less senior to the laid-off employee and the hours of work per week for each of those employees.
- 14.3.2.1.3 the latest date by which **the** employee can advise the Secretary Treasurer of **his intention to bump and the name of the less senior employee he intends to bump.**
- 14.3.2.1.4 information relative to **the severance pay** option.
- 14.3.2.2** Employees must bump first within their own Type of Work, **hourly rate, weekly hours, and zone.**
- 14.3.2.2.1 Geographic Bumping Zones
- Zone A Administration Office, District Resource Centre, **Lakes** District Secondary **School**, William Konkin Elementary School, **Muriel** Mould Primary School, The Learning Centre, Maintenance **and Bus** Garage.
- Zone B Decker Lake Elementary School
- Zone C Topley Elementary **School**
- Zone D **Babine** Elementary Secondary School
- Zone **E** Francois Lake Elementary **School**
- Zone F** Grassy Plains Elementary Junior Secondary **School**
- 14.3.2.3** Only if there is no opportunity to bump under **the provisions in 14.3.2 b), the employee Zren** has the option of bumping anyone in the system with **less** seniority, provided **he has** the necessary **qualifications.**
- 14.3.2.4** if the employee **chooses** a type of work in which there are more than one **equivalent** positions **he** must bump the **less/least** senior **employee.**
- (Equivalent means identical hours of work **and** rate per hour, **and located** in **the** same zone.)

- 14.3.2.5 An employee who has bumped another employee under Article 14.3.2 (d) will not have his hourly rate reduced for a period of twelve (12) weeks. After this period his hourly rate will be according to the position he then occupies.

This hourly rate guarantee only applies to the hours worked in the previous position. Any increase in hours will be paid at the hourly rate appropriate for the new position.

**Example:**

Employee A currently works 5 hours per day at \$14.40 per hour. He bumps into a new position of 7 hours per day with an hourly rate of \$13.36.

Daily pay for 12 weeks  
 $(5 \times \$14.40 + 2 \times \$13.36) = \$98.72$

Daily pay after 12 weeks  
 $(7 \times \$13.36) = \$93.52$

- 14.3.2.6 An employee who has bumped into another position will have a twenty (20) working day adjustment period in the new position. During this period he can request the right to bump into yet another position. Before this move is effected the employee must meet with a group (representative of the Board and the Union) to review his options.

This right can only be exercised once.

- 14.3.3 The laid-off employee must advise the Secretary Treasurer of his intention to bump and the name of the employee he intends to bump within ten (10) working days of the receipt of the layoff notification. This advice must be formalized in writing within the ten (10) working day period.

- 14.3.4 Noon hour supervisors are restricted to bumping within their Type of Work.

#### 14.4 Severance Pay

A regular employee who is laid off may choose to accept the following severance pay:

- 14.4.1 Ten (10) days' pay where the employee has completed a period of employment of at least six (6) consecutive months, and;

14.4.2 After completion of the period of employment of three (3) consecutive years, five (5) additional days' pay and for each subsequent completed year of employment, an additional five (5) days' pay up to a maximum of forty (40) days' pay.

14.4.3 An employee choosing to accept severance pay must do so within thirty (30) calendar days notice of layoff. This option will be included in the formal layoff notice.

14.4.4 An employee choosing severance pay forfeits his right to recall as provided in this article.

14.4.5 An employee who retires or resigns is not eligible for severance pay under this clause.

For the purposes of this clause a day's pay is established according to the following formula: (hours of work per week divided by 5) x current hourly rate.

## ARTICLE 15 BUS DRIVERS WORKING CONDITIONS

### 15.1 Regular Bus Driver

A Regular Employee or a Regular Part-Time Employee who is employed as a bus driver on a specified daily route.

15.1.1 The regular work week shall be Monday to Friday when schools are open.

15.1.2 Bus drivers whose assignments require them to stay at the Bus Garage or a school during the day shall be paid for eight (8) hours per driving day. The eight (8) hours must be spent on the job in actual driving time, performing premium time duties, and/or other duties as may be assigned by the Operations Supervisor/designate.

15.1.3 Bus drivers whose assignments do not require them to stay at the Bus Garage or a school during the day shall be paid a minimum of five (5) hours pay per driving day. This is calculated at four (4) hours minimum/day driving time plus one (1) hour for premium time duties. The said five (5) hours must be spent on the job in actual driving time, performing premium time duties, and/or other duties as may be assigned by the Operations Supervisor/designate.

The driver will only be required to work the assigned time in two periods per day.

15.1.4 Bus route driving times will be established by the School District on November 1 each year and may be reviewed/adjusted February 1 each year at the discretion of the Board. A bus driver may request a formal re-evaluation of the driving time allocated to his route if he has concerns with the time allocation.

15.1.5 Bus drivers may take on additional assignments on a voluntary basis as Special Trip Drivers in accordance with the provisions of Article 15.2. A bus driver must book off his regular route for the day for any special trip and the regular route will be taken by a Spare Driver if the sum of half the driver's daily time plus the length of the Special Trip in hours exceeds ten hours.

15.1.6 Bus Drivers may be required to submit to a medical examination at no cost to the employee if the Board feels there may be safety concerns. The Board reserves the right to choose the examining physician. If the results of the medical examination are adverse the driver has the right to a second examination with another physician chosen by mutual agreement and at no cost to the employee.

## 15.2 Special Trips

A Special Trip is any trip other than a regularly scheduled bus route:

### 15.2.1 Day Trip

A Day Trip is one conducted between regular bus route times and will be paid on the basis of actual hours worked.

### 15.2.2 Extended Day Trip

An Extended Day Trip is one that commences before/finishes after the driver's normal daily driving times.

### 15.2.3 Extended Trip

An Extended Trip is one that exceeds more than one day with overnight accommodations.

15.2.4 Regular and regular part-time drivers will be notified of all special trips, (through a posting in the drivers' room at the Maintenance Shop), and will receive first choice on all special trips. In case of a conflict on any one special trip, drivers will be selected on a rotational basis.

## 15.2.5 Hours and Pay Rates

- 15.2.5.1 On an Extended Day Trip or Extended Trip the driver may be placed on standby. Standby hours are the hours when a driver will not be needed immediately, but must be available for duty. These hours are to be scheduled at the beginning of the day or prior to a trip.

While on standby, the driver will be paid at one half (1/2) the regular rate of pay. A suitable room which enables the driver to obtain proper rest must be provided during standby. If no suitable room is provided or available, the driver will be paid at the regular rate of pay.

if a driver is called out during his or her standby period the standby hours terminate with the call and the driver is on the regular rate of pay. Minimum pay for a call-out is two (2) hours at the regular rate of pay.

An Extended Trip shall be paid at an eight (8) hours per day regular time minimum.

- 15.2.5.2 Driving hours and call-out hours (when the driver is required on an immediate basis) in excess of eight (8) hours will be paid at over-time rates.

- 15.2.5.3 When the situation warrants the bus being immediately available, the bus and driver shall remain on site.

During this time the driver shall be paid at the regular rate of pay.

## 15.3 Spare Drivers

A casual employee who is employed as a bus driver to act as a replacement driver for either a Bus Route Driver or a Special Trip Driver.

- 15.3.1 The work week of the spare driver will be the same work week of the individual driver replaced.

## 15.4 Premium Time Allowance

- 15.4.1 All regular part-time employees performing the duties of a bus driver will be allowed one (1) hour per day in addition to actual driving time for premium time allowances. Such premium time allowances shall cover the following:

- 15.4.1.1 Warm-up time
- 15.4.1.2 Pre-trip inspections -- in accordance with District Policy & Regulations.
- 15.4.1.3 Clean-up after A.M. and P.M. runs.
- 15.4.1.4 Front and rear windows must be cleaned at least twice a day.
- 15.4.1.5 Bus to be washed a minimum of Once a week, more often as required.
- 15.4.1.6 Check fluid levels daily: oil, power steering, radiator, etc.
- 15.4.1.7 Record keeping as requested by the Operations Supervisor (Eg: daily mileage, fuel consumption, student records, head counts, or other necessary reports) or as required by law,

## **15.5 Additional Allowable Charges**

Regular and regular part-time bus drivers will be entitled to charge additional hours, as necessary, to deal with any circumstance not covered by either other assigned duties or the Premium Time Allowance provisions. (EXAMPLES: flat tires, break downs, poor driving conditions causing extra time on route due to extreme weather or road conditions such as ice, snow, or mud, etc.)

## **15.6 Personal Expense Claims**

Regular and regular part-time bus drivers are entitled to claim personal expenses for use of their own vehicles when used for the purpose of school district business. Mileage will be reimbursed to the employee at rates established under Board Policy and upon receipt of a "Personal Expense Claim Form".

## **15.7 Hydro Expenses**

Any regular or regular part-time bus driver who is required by the School District to park a bus at his home will be paid an allowance of twenty dollars (\$20.00) per month for five (5) months (November 1st to March 31st).

## **ARTICLE 16 DURATION OF AGREEMENT**

This agreement, unless changed by mutual consent of both parties hereto shall be in force and effect from and after the first (1st) day of September, 1992 and up to and including the thirty first (31st) day of August, 1995 and thereafter from year to year unless either party of this agreement gives notice to commence collective bargaining in accordance with the Labour Relations Board of British Columbia.

The parties agree that, pursuant to Section 66 (3) of the Labour Code of BC, the provisions of Sections 66 (2) are specifically excluded from application.

**SCHEDULE "A" WAGE SCHEDULE**

| CLASSIFICATION | START | 3 Mths | 9 Mths | 16 Mths | 24 Mths |
|----------------|-------|--------|--------|---------|---------|
|----------------|-------|--------|--------|---------|---------|

**SEPTEMBER 1, 1992:**

Category 1:

|              |         |         |         |         |         |
|--------------|---------|---------|---------|---------|---------|
| Clerk Typist | \$11.66 | \$12.16 | \$12.68 | \$13.20 | \$13.73 |
|--------------|---------|---------|---------|---------|---------|

Category 2:

|                   |         |         |         |         |         |
|-------------------|---------|---------|---------|---------|---------|
| Library Asst.     | \$13.24 | \$13.67 | \$14.14 | \$14.59 | \$15.04 |
| Steno 1           |         |         |         |         |         |
| Home/Sch. Co-or.1 |         |         |         |         |         |

Category 3:

|                   |         |         |         |         |         |
|-------------------|---------|---------|---------|---------|---------|
| Steno 2           | \$14.44 | \$14.79 | \$15.05 | \$15.41 | \$15.74 |
| Home/Sch. Co-or.2 |         |         |         |         |         |

Category 4:

|                   |         |         |         |         |         |
|-------------------|---------|---------|---------|---------|---------|
| Admin. Tech.      | \$15.42 | \$15.81 | \$16.11 | \$16.49 | \$16.87 |
| Home/Sch. Co-or.3 |         |         |         |         |         |

**MARCH 1, 1993:**

Category 1:

|              |         |         |         |         |         |
|--------------|---------|---------|---------|---------|---------|
| Clerk Typist | \$11.86 | \$12.36 | \$12.88 | \$13.40 | \$13.93 |
|--------------|---------|---------|---------|---------|---------|

Category 2:

|                   |         |         |         |         |         |
|-------------------|---------|---------|---------|---------|---------|
| Library Asst.     | \$13.44 | \$13.87 | \$14.34 | \$14.79 | \$15.24 |
| Steno 1           |         |         |         |         |         |
| Home/Sch. Co-or.1 |         |         |         |         |         |

Category 3:

|                   |         |         |         |         |         |
|-------------------|---------|---------|---------|---------|---------|
| Steno 2           | \$14.64 | \$14.99 | \$15.25 | \$15.61 | \$15.94 |
| Home/Sch. Co-or.2 |         |         |         |         |         |

Category 4:

|                   |         |         |         |         |         |
|-------------------|---------|---------|---------|---------|---------|
| Admin. Tech.      | \$15.82 | \$16.01 | \$16.31 | \$16.69 | \$17.07 |
| Home/Sch. Co-or.3 |         |         |         |         |         |

**SEPTEMBER 1, 1993:**

Category 1:

|              |         |         |         |         |         |
|--------------|---------|---------|---------|---------|---------|
| Clerk Typist | \$12.04 | \$12.55 | \$13.08 | \$13.61 | \$14.15 |
|--------------|---------|---------|---------|---------|---------|

Category 2:

|                   |         |         |         |         |         |
|-------------------|---------|---------|---------|---------|---------|
| Library Asst.     | \$13.65 | \$14.08 | \$14.56 | \$15.02 | \$15.48 |
| Steno 1           |         |         |         |         |         |
| Home/Sch. Co-or.1 |         |         |         |         |         |

Category 3:

|                   |         |         |         |         |         |
|-------------------|---------|---------|---------|---------|---------|
| Steno 2           | \$14.87 | \$15.22 | \$15.49 | \$15.85 | \$16.19 |
| Home/Sch. Co-or.2 |         |         |         |         |         |

Category 4:

|                   |         |         |         |         |         |
|-------------------|---------|---------|---------|---------|---------|
| Admin. Tech.      | \$15.86 | \$16.26 | \$16.56 | \$16.95 | \$17.33 |
| Home/Sch. Co-or.3 |         |         |         |         |         |



**SCHEDULE "A" WAGE SCHEDULE**

| CLASSIFICATION | START | 3 Mths | 9 Mths | 16 Mths | 24 Mths |
|----------------|-------|--------|--------|---------|---------|
|----------------|-------|--------|--------|---------|---------|

**MARCH 1, 1994:**

**Category 1:**

|              |         |         |         |         |         |
|--------------|---------|---------|---------|---------|---------|
| Clerk Typist | \$12.14 | \$12.66 | \$13.19 | \$13.73 | \$14.27 |
|--------------|---------|---------|---------|---------|---------|

**Category 2:**

|                   |         |         |         |         |         |
|-------------------|---------|---------|---------|---------|---------|
| Library Asst.     | \$13.77 | \$14.20 | \$14.68 | \$15.15 | \$15.61 |
| Steno 1           |         |         |         |         |         |
| Home/Sch. Co-or.1 |         |         |         |         |         |

**Category 3:**

|                   |         |         |         |         |         |
|-------------------|---------|---------|---------|---------|---------|
| Steno 2           | \$15.00 | \$15.35 | \$15.62 | \$15.98 | \$16.33 |
| Home/Sch. Co-or.2 |         |         |         |         |         |

**Category 4:**

|                   |         |         |         |         |         |
|-------------------|---------|---------|---------|---------|---------|
| Admin. Tech.      | \$15.99 | \$16.40 | \$16.70 | \$17.09 | \$17.48 |
| Home/Sch. Co-or.3 |         |         |         |         |         |

**SEPTEMBER 1, 1994:**

**Category 1:**

|              |         |         |         |         |         |
|--------------|---------|---------|---------|---------|---------|
| Clerk Typist | \$12.32 | \$12.85 | \$13.39 | \$13.94 | \$14.48 |
|--------------|---------|---------|---------|---------|---------|

**Category 2:**

|                   |         |         |         |         |         |
|-------------------|---------|---------|---------|---------|---------|
| Library Asst.     | \$13.98 | \$14.41 | \$14.90 | \$15.38 | \$15.84 |
| Steno 1           |         |         |         |         |         |
| Home/Sch. Co-or.1 |         |         |         |         |         |

**Category 3:**

|                   |         |         |         |         |         |
|-------------------|---------|---------|---------|---------|---------|
| Steno 2           | \$15.23 | \$15.58 | \$15.85 | \$16.22 | \$16.57 |
| Home/Sch. Co-or.2 |         |         |         |         |         |

**Category 4:**

|                   |         |         |         |         |         |
|-------------------|---------|---------|---------|---------|---------|
| Admin. Tech.      | \$16.23 | \$16.65 | \$16.95 | \$17.35 | \$17.74 |
| Home/Sch. Co-or.3 |         |         |         |         |         |

**MARCH 1, 1995:**

**Category 1:**

|              |         |         |         |         |         |
|--------------|---------|---------|---------|---------|---------|
| Clerk Typist | \$12.44 | \$12.98 | \$13.52 | \$14.08 | \$14.62 |
|--------------|---------|---------|---------|---------|---------|

**Category 2:**

|                   |         |         |         |         |         |
|-------------------|---------|---------|---------|---------|---------|
| Library Asst.     | \$14.12 | \$14.55 | \$15.05 | \$15.53 | \$16.00 |
| Steno 1           |         |         |         |         |         |
| Home/Sch. Co-or.1 |         |         |         |         |         |

**Category 3:**

|                   |         |         |         |         |         |
|-------------------|---------|---------|---------|---------|---------|
| Steno 2           | \$15.38 | \$15.74 | \$16.01 | \$16.38 | \$16.74 |
| Home/Sch. Co-or.2 |         |         |         |         |         |

**Category 4:**

|                   |         |         |         |         |         |
|-------------------|---------|---------|---------|---------|---------|
| Admin. Tech.      | \$16.39 | \$16.82 | \$17.12 | \$17.52 | \$17.92 |
| Home/Sch. Co-or.3 |         |         |         |         |         |

1. Home School Coordinators in the employ of the Board at 1984.06.14 who had their hourly wage frozen at \$16.43, will now be subject to the same negotiated increase as other Home School Coordinators.

|            |   |              |
|------------|---|--------------|
| Sept. 1/92 | - | \$19.52/hour |
| Sept. 1/93 | - | \$20.03/hour |
| Sept. 1/94 | - | \$20.50/hour |

|            |   |              |
|------------|---|--------------|
| March 1/93 | - | \$19.72/hour |
| March 1/94 | - | \$20.20/hour |
| March 1/95 | - | \$20.70/hour |

2. Home School Coordinators hired after 1984.06.14 will be paid in accordance with this contract wage schedule.

1. **BASIC REQUIREMENTS - HOME SCHOOL COORDINATORS**

Home & School Coordinator I

Related experience communicating student educational or behavioural development programs within the school to motivation and support programs with the parents within the home environment

Home & School Coordinator II

Previous experience as a Home School Coordinator or Education Coordinator. Basic requirements of Home & School I plus one first year college level program in either developmental child psychology, early childhood education or human service worker program (10 to 16 month programs).

Home & School Coordinator III

Basic requirements of Home & School II plus additional courses in counselling or other related skills such as up to two year level of N.I.T.E.P., H.N.T.P.P. Program or Human Service Worker Program Level II.

2. **BASIC REQUIREMENTS - TEACHER AIDES**

Teacher Aide I

- Grade 10 minimum with preference given to high school graduates
- directly related experience working with children

Teacher Aide II

- one year experience in the District as a Teacher Aide I
- the equivalent of one years full time attendance at a tertiary institution in a field related to the education of children

**SCHEDULE "A" - WAGE SCHEDULE**

| <b>CLASSIFICATION</b> | <b>START</b> | <b>4 Mths</b> | <b>10 Mths</b> | <b>14 Mths</b> | <b>20 Mths</b> |
|-----------------------|--------------|---------------|----------------|----------------|----------------|
|-----------------------|--------------|---------------|----------------|----------------|----------------|

**SEPTEMBER 1, 1992:**

**Category 1:**

|                     |                |                |                |                |                |
|---------------------|----------------|----------------|----------------|----------------|----------------|
| <b>Teacher Aide</b> | <b>\$11.66</b> | <b>\$12.16</b> | <b>\$12.68</b> | <b>\$13.20</b> | <b>\$13.73</b> |
|---------------------|----------------|----------------|----------------|----------------|----------------|

**Category 2:**

|                     |                |                |                |                |                |
|---------------------|----------------|----------------|----------------|----------------|----------------|
| <b>Teacher Aide</b> | <b>\$12.20</b> | <b>\$12.71</b> | <b>\$13.22</b> | <b>\$13.74</b> | <b>\$14.27</b> |
|---------------------|----------------|----------------|----------------|----------------|----------------|

**MARCH 1, 1993:**

**Category 1:**

|                     |                |                |                |                |                |
|---------------------|----------------|----------------|----------------|----------------|----------------|
| <b>Teacher Aide</b> | <b>\$11.86</b> | <b>\$12.36</b> | <b>\$12.88</b> | <b>\$13.40</b> | <b>\$13.93</b> |
|---------------------|----------------|----------------|----------------|----------------|----------------|

**Category 2:**

|                     |                |                |                |                |                |
|---------------------|----------------|----------------|----------------|----------------|----------------|
| <b>Teacher Aide</b> | <b>\$12.40</b> | <b>\$12.91</b> | <b>\$13.42</b> | <b>\$13.94</b> | <b>\$14.47</b> |
|---------------------|----------------|----------------|----------------|----------------|----------------|

**SEPTEMBER 1, 1993:**

**Category 1:**

|                     |                |                |                |                |                |
|---------------------|----------------|----------------|----------------|----------------|----------------|
| <b>Teacher Aide</b> | <b>\$12.04</b> | <b>\$12.55</b> | <b>\$13.08</b> | <b>\$13.61</b> | <b>\$14.15</b> |
|---------------------|----------------|----------------|----------------|----------------|----------------|

**Category 2:**

|                     |                |                |                |                |                |
|---------------------|----------------|----------------|----------------|----------------|----------------|
| <b>Teacher Aide</b> | <b>\$12.59</b> | <b>\$13.11</b> | <b>\$13.63</b> | <b>\$14.16</b> | <b>\$14.69</b> |
|---------------------|----------------|----------------|----------------|----------------|----------------|

**MARCH 1, 1994:**

**Category 1:**

|                     |                |                |                |                |                |
|---------------------|----------------|----------------|----------------|----------------|----------------|
| <b>Teacher Aide</b> | <b>\$12.14</b> | <b>\$12.66</b> | <b>\$13.19</b> | <b>\$13.73</b> | <b>\$14.27</b> |
|---------------------|----------------|----------------|----------------|----------------|----------------|

**Category 2:**

|                     |                |                |                |                |                |
|---------------------|----------------|----------------|----------------|----------------|----------------|
| <b>Teacher Aide</b> | <b>\$12.70</b> | <b>\$13.22</b> | <b>\$13.75</b> | <b>\$14.28</b> | <b>\$14.81</b> |
|---------------------|----------------|----------------|----------------|----------------|----------------|

**SEPTEMBER 1, 1994:**

**Category 1:**

|                     |                |                |                |                |                |
|---------------------|----------------|----------------|----------------|----------------|----------------|
| <b>Teacher Aide</b> | <b>\$12.32</b> | <b>\$12.85</b> | <b>\$13.39</b> | <b>\$13.94</b> | <b>\$14.48</b> |
|---------------------|----------------|----------------|----------------|----------------|----------------|

**Category 2:**

|                     |                |                |                |                |                |
|---------------------|----------------|----------------|----------------|----------------|----------------|
| <b>Teacher Aide</b> | <b>\$12.89</b> | <b>\$13.42</b> | <b>\$13.96</b> | <b>\$14.49</b> | <b>\$15.03</b> |
|---------------------|----------------|----------------|----------------|----------------|----------------|

**MARCH 1, 1995:**

**Category 1:**

|                     |                |                |                |                |                |
|---------------------|----------------|----------------|----------------|----------------|----------------|
| <b>Teacher Aide</b> | <b>\$12.44</b> | <b>\$12.98</b> | <b>\$13.52</b> | <b>\$14.08</b> | <b>\$14.62</b> |
|---------------------|----------------|----------------|----------------|----------------|----------------|

**Category 2:**

|                     |                |                |                |                |                |
|---------------------|----------------|----------------|----------------|----------------|----------------|
| <b>Teacher Aide</b> | <b>\$13.02</b> | <b>\$13.55</b> | <b>\$14.10</b> | <b>\$14.63</b> | <b>\$15.18</b> |
|---------------------|----------------|----------------|----------------|----------------|----------------|

**SCHEDULE "A" - WAGE SCHEDULE**

| CLASSIFICATION              | SEPT.1/92 | MAR.1/93 | SEPT.1/93 | MAR.1/94 | SEPT.1/94 | MAR.1/95 |
|-----------------------------|-----------|----------|-----------|----------|-----------|----------|
| Student Labourer            | \$11.44   | \$11.64  | \$11.82   | \$11.92  | \$12.10   | \$12.22  |
| Noon Hour Supervisor        | \$12.15   | \$12.35  | \$12.54   | \$12.65  | \$12.84   | \$12.97  |
| Labourer                    | \$15.04   | \$15.24  | \$15.48   | \$15.61  | \$15.84   | \$16.00  |
| Custodian                   | \$15.74   | \$15.94  | \$16.19   | \$16.33  | \$16.57   | \$16.74  |
| Courier Storesperson        | \$16.42   | \$16.62  | \$16.88   | \$17.02  | \$17.28   | \$17.45  |
| Maintenance                 | \$16.86   | \$17.06  | \$17.32   | \$17.47  | \$17.73   | \$17.91  |
| Bus Driver                  | \$17.28   | \$17.48  | \$17.75   | \$17.90  | \$18.17   | \$18.35  |
| <b>Maintenance Trades -</b> |           |          |           |          |           |          |
| Non-certified               | \$18.53   | \$18.73  | \$19.02   | \$19.18  | \$19.47   | \$19.66  |
| Certified                   | \$20.31   | \$20.51  | \$20.83   | \$21.01  | \$21.33   | \$21.54  |

1. Crew Chiefs - Employees who are directing the work of others are to receive a basic rate for the job plus an extra \$92.62 per month. This will apply to one Maintenance Trades and two full-time custodians.
2. Maintenance Coordinator - An employee who expedites maintenance work requests to the District Maintenance Crew at the direction of the Operations Supervisor shall be paid \$1.11 per hour above his normal basic rate for the job.
3. Shift Differential applicable as follows:
 

|           |                 |
|-----------|-----------------|
| Afternoon | \$0.52 per hour |
| Night     | 0.67 per hour   |
4. Scheduled Winter Heating  
 Scheduled winter heating on weekends, if overtime, shall be paid at time and one half.

Date this 3<sup>rd</sup> day of MARCH, 1993.

SIGNED ON BEHALF OF:

The Board of School Trustees  
School District No. 55  
(Burns Lake):

international Union of  
Operating Engineers  
(Local 858):

B A Skillen  
Trustee

Peggy Smalley  
Peggy Smalley, Business Manager

McBrown  
Secretary Treasurer

Tony M Koon

Owen Carlson  
Superintendent of Schools

Helen Jurich

D. Walton

Rich Rust

Sharon Decker