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COLLECTIVE AGREEMENT

BETWEEN

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

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3757**

September 1, 1995 - August 31, 1997

990902



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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

1.01 Manasement 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.

1.02 Hiring and Discipline

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

1.03 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

2.01 Recognition

The Board recognizes the Canadian Union of Public Employees, Local 3757, as the sole and exclusive collective bargaining agent for all of its employees as certified by the British Columbia Labour Relations Board.

2.02 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.

2.03 Bargaining Authority

The Board agrees that the bargaining authority of CUPE Local 3757 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 CUPE Local 3757 unless ordered by due process of law to recognize some other bargaining authority, within the bargaining unit.

2.04 Management Exclusions

It is agreed that the following positions are excluded from the bargaining unit: Chief Executive Officer (CEO), Assistant Secretary Treasurer, Operations Supervisor, Confidential Secretary (Education) and Confidential Secretary (Business).

2.05 Union Membership

- (a) 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.
- (b) New employees commencing employment with the Board shall become members of the Union within fifteen (15) days.

2.06 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.

2.07 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.

2.08 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.

2.09 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

- (a) 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.
- (b) 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.
- (c) 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

3.01 Employee Definitions

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

- (a) 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.

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.

- (b) Regular employee shall mean 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.

Sessional employees are regular employees who work only when school is in session.

Yearly employees are twelve-month employees.

- (c) Maintenance staff shall include or mean, unless the context is more clearly specified or limited, Tradesmen, Storesmen and other employees working in the Maintenance Department.
- (d) Transportation staff shall mean and include persons employed by the Board to either drive, service or repair buses.
- (e) Custodial staff shall mean and include, unless the context is more clearly specified or limited, custodians working in School District facilities.
- (f) Clerical staff shall mean and include persons employed by the Board to work in school offices and libraries, the School Board Office, or the District Resource Centre.
- (g) Instructional Support staff shall mean and include **persons** employed by the Board to work in District schools in support of the educational/instructional program.

3.02 Use of Employees from Other Government Agencies - Family Support Worker

A Family Support worker is defined as a worker hired by other government agencies who directly supports a child in a particular family within School District No. 55.

- (a) Upon the prior mutual consent of the Union and the Board, a Family Support Worker may work with a child in District schools for up to twenty-one (21) working days.
- (b) If circumstances require, the time may be extended by mutual consent for an additional twenty-one (21) working days.
- (c) If the services of the Family Support Worker are required beyond forty-two (42) working days, the Board will post the position as a regular Instructional Support staff position in accordance with Article 6 of this Agreement.

ARTICLE 4 - HOURS OF WORK

4.01 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.

- (a) 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.

- (b) The normal hours of work for all Clerical and Instructional Support staff shall be up to seven (7) consecutive hours per day, thirty-five (35) hours per week, exclusive of meal periods.

4.02 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.

4.03 Rest Periods

All regular employees shall be permitted a fifteen (15) minute rest period during each continuous work period of three (3) hours or more, to be taken on the premises at a time designated by the employee's supervisor.

4.04 Assignment of Extra Work

Current regular employees shall be given the first opportunity to perform extra hours of work. If extra or unassigned hours of work become available these shall be offered first to a regular employee up to a normal work day/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 incumbent in the position will first be offered the extra work. Any extra work offered shall be within the scope of the work that the employee regularly holds or extra work that the employee can be reasonably expected to perform satisfactorily. Determination of the scope of such extra work and the suitability of applicants shall be at the sole discretion of the Board. These assignments of extra work shall include periods when school is not in session. The Union shall provide a list of regular employees who may wish to work extra hours.

4.05 Hours of Work

The normal daily hours of work will be 8:00 a.m. to 4:30 p.m., or 3:00 p.m. to 11:00 p.m. Starting and stopping times may be amended by mutual consent. These requests shall be in writing and shall not be unreasonably withheld.

ARTICLE 5 - SENIORITY

5.01 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 provided the employee possesses the qualifications.

5.02 Noon Hour Supervisor Seniority

Noon Hour Supervisors shall accumulate seniority based on hours worked. This provision shall be effective September 1, 1995, for new employees in this category. Noon Hour

Supervisors shall work a minimum of five (5) hours to receive credit for one (1) working day.

5.03 New Employees

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 be eligible for benefits. After completion of the probationary period, seniority shall be effective from the original date of employment.

5.04 Loss of Seniority

An employee shall lose his seniority in the event of:

- (a) discharge for cause and not being reinstated;
- (b) his resignation;
- (c) absence from work in excess of three (3) working days without notifying his Supervisor, unless such notice was not reasonably possible;
- (d) failure to return to work after a layoff: 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 CEO/designate within the seven (7) day calendar period and so inform the CEO/designate. It shall be the responsibility of the employee to maintain his current address with the CEO/designate;
- (e) being laid off for a period of twelve (12) months.

5.05 Employees Rehired

Employees rehired after loss of seniority shall be treated as new employees of the Board.

5.06 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.

5.07 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 President of the Union and the Shop Stewards around August 1 and January 1 of each year. A list will also be sent to all operating locations.

ARTICLE 6 - EMPLOYMENT OPPORTUNITIES

6.01 Job Posting

In the event of a vacancy occurring in any classification covered by this Agreement, or in the event of a new position being created, or a position exceeding forty-five (45) days or a position in which a twenty-five percent (25%) increase in hours is added or a position that is changed from sessional to yearly, notice thereof shall be posted **for** five (5) working days in all operating locations, and a copy shall be mailed to all Shop Stewards and the President 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 five (5) working days following his appointment.

- (a) Noon Hour Supervisor vacancies may be posted with the Union and public concurrently upon the prior mutual agreement of the Board and the Union.
- (b) 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.
- (c) 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.
- (d) Nothing in this section shall prevent the Board from filling positions becoming vacant during July and August on a temporary basis.
- (e) Any departure from this procedure will be by mutual agreement with the Board and the Union.

6.02 Hiring

- (a) The Board agrees that in the case of applicants possessing the essential qualifications, seniority shall be the governing factor in filling posted job vacancies. The Board shall determine qualifications and ability in a fair and equitable manner. In instances where seniority is equal, a name draw shall determine the successful applicant. 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.
- (b) 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 casual employees their anticipated termination date.
- (c) If the successful applicant **is** a regular employee he shall **be** placed on trial for a period of forty-five **(45)** working days.
- (d) 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.

6.03 Temporary Postings

A regular employee filling a temporary **posting** of **less** than one year shall be returned to his regular position at the expiry of the posting and all other regular employees shall revert back to their original positions. A one-year leave **is** one day less than **a** calendar year, or as defined in Article 9.05(b).

ARTICLE 7 - WAGES

7.01 Pay Dates

- (a) 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.

- (b) Time sheets will only be changed after consultation with the employee and any such changes confirmed in writing.

7.02 Classification Changes & New Positions

- (a) 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 13.05 of this Agreement. The new rate shall become retroactive to the time the position was first filled by an employee.
- (b) The Board 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.
- (c) In changing to a higher clerical category the clerical employee shall be placed at the step in the new range that is at least fifteen cents (\$0.15) per hour higher than the employee's current pay rate.

7.03 Overtime Entitlement

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

- (a) All time worked over eight (**8**) hours per day (**40** hours per week) for general staff (maintenance, custodial and transportation personnel), or seven (**7**) hours per day (35 hours per week) for clerical and instructional support 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).

- (b) 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 7.03(a).
- (c) Should an employee be required to work on a Statutory Holiday, the employee shall receive overtime pay in addition to Holiday pay.
- (d) 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.

7.04 Where No Work Is Available

- (a) 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.
- (b) 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.
- (c) Notwithstanding anything to the contrary in the foregoing, no employee will be paid more than his regular wage for such days.

7.05 Call Out

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

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

7.06 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

8.01 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:

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) Employees with eighteen (18) or more years continuous service, thirty (30) work days with pay at the employee's current rate of pay.

8.02 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:

- (a) Employees with less than two (2) years of continuous service - four percent (4%) of employee's gross annual earnings.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) Employees with eighteen (18) or more years of continuous service - fifteen percent (15%) of the employee's gross annual earnings.

8.03 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.

8.04 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.

8.05 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.

8.06 Statutory Holidays

- (a) 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	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
B.C. 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.

- (b) 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.
- (c) 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.

ARTI 9 - LEAV OF ABSENCE

9.01 Union Business

- (a) 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.
- (b) The Board agrees that time spent by Union Shop Stewards in settling grievances during regular working hours, pursuant to Article 13, Grievance Procedure of this Agreement, shall be considered as time worked and paid at regular rates of pay.

- (c) In order that the work of the Board shall not be unreasonably interrupted, no Shop Steward shall leave his work without obtaining permission of his supervisor, which permission shall not be unduly withheld.
- (d) 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.
- (e) The President 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.
- (f) 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. The employee shall be placed in an equivalent position upon returning from such leave. Equivalent is defined as: same essential qualifications; same hourly rate of pay; and equal hours.

9.02 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 (Article 10.01, Sick Leave) accrued time-in-lieu, or leave without pay.

9.03 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.

9.04 Maternity Leave

(a) Short Term Maternity Leave

- (i) 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 School Board Office and shall be available upon request.
- (ii) 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.
- (iii) 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.
- (iv) The employee shall notify the Board at least fifteen (15) working days prior to returning to the job.

(b) Extended Maternity Leave

- (i) 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.
- (ii) The written application for extended maternity leave must reach the office of the CEO/designate 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.

(iii) The Board will continue to administer coverage for all employee benefit plans provided the employee pays the full premiums.

(iv) 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.

(v) 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.

9.05 General Leave

- (a) 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.
- (b) 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. One year leave is understood **as** being from the beginning of a school year to the beginning of the next school year.

- (c) If any position changes are effected to cover this position during the leave those employees will be returned to their original positions.
- (d) 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.

9.06 Adoption Leave

- (a) 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.
- (b) This leave is granted so that the employee may transact the legal business, interviews, etc. as required by the adoption agency.
- (c) If both of the adopting parents are employees each is entitled to the leave referred to in paragraph 9.06(a).
- (d) 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.
- (e) Adoption Leave does not cover the formalization of guardianship for dependent children of a bonded family.

9.07 Parenthood Leave

"Parenting" is fulfilling the role of principal **care giver** to the dependent child/children in the home or institution if the child is institutionalized.

"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:

- (a) Requests for such leave must reach the office of the Chief Executive Officer at least one (1) full calendar

month prior to the commencement date requested. The request for leave shall set out the period of leave requested and the employee's preferred return date.

- (b) 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.
- (c) 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.
- (d) Employees on Parenthood Leave may accept temporary assignments in District No. 55 if no other acceptable temporary employee is available.
- (e) The employee on Parenthood Leave must formally notify the CEO/designate of his intention to resume work in the District. This notice must reach the office of the Chief Executive Officer 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.

- (f) 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.
- (g) If the period of leave is greater than one (1) full 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.
- (h) 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.
- (i) 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.

- (j) The number of employees on Parenthood Leave at any one time shall not exceed five percent (5%) of the Current F.T.E. employees covered by this Agreement.
- (k) Notwithstanding the foregoing, an employee may return to **work** at an earlier date at the Chief Executive Officer'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.
- (l) An employee granted Parenthood Leave may make arrangements to continue his fringe benefit package at his own expense.

9.08 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 CEO/designate.

9.09 Discretionary Leave

- (a) An employee with six (6) continuous years of service shall be granted one (1) days leave with pay in each contract year at his discretion.
- (b) An employee with ten (10) continuous years of service shall be granted one (1) additional days leave with pay in each contract year at his discretion.
- (c) 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.
- (d) Discretionary leave entitlements shall be used subject to the following conditions:
 - (i) The leave days are not cumulative. Unused discretionary days have no cash equivalent. However, one (1) day may be carried forward into the next contract year only.

- (ii) Where possible the employee will schedule these leaves beforehand with his immediate supervisor.
- (iii) If the employee requires a substitute it shall be the employee's responsibility to ensure that a substitute has been arranged.
- (iv) 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

10.01 Sick Leave

- (a) "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.
- (b) Paid sick leave shall be granted to regular employees on the basis of nine (9) days per year.
- (c) 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).
- (d) The Board will permit employees to accumulate and carry forward unused sick leave days.
- (e) 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.
- (f) Employees must serve a waiting period of three consecutive working days **before** becoming eligible for the Weekly Indemnity Plan Coverage (Clause 10.03).

- (g) 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 Board 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.

- (h) 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.

10.02 Sick Days Accumulation Pay Out - February 1, 1987

- (a) The sick days accumulated and frozen at February 1, 1987 shall be paid out upon resignation or retirement as follows:
- (i) 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.
- Twenty-five percent (25%) of unexpended sick leave after ten (10) years service
 - Forty percent (40%) of unexpended sick leave after fifteen (15) years service
 - Sixty percent (60%) of unexpended sick leave after twenty (20) years service
- (ii) "Unexpended sick leave" refers to the number of days accumulated and frozen on February 1, 1987.
- (b) 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 10.02(a) once the condition of continuous service is satisfied.
- (c) Days accumulated can be used to supplement the 66 2/3 Long Term Disability Plan as covered in Article 10.04 of this Agreement. This feature shall provide

entitlement to a minimum of twenty-five percent (25%) of current days banked. The employee shall have the option to supplement his income and shall disclose that option to the Board.

- (d) 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.

- (e) 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.

10.03 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.

- (a) 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.
- (b) 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.
- (c) 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.

10.04 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.

10.05 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.

10.06 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 Union.

10.07 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. The Board shall pay for Board requested medical forms.

10.08 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.

10.09 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 11.02 - Pension, 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

11.01 Eligibility

- (a) All present employees, except those working solely as Noon Hour Supervisors, are eligible to receive full benefits.
- (b) 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.
- (c) 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.

11.02 Pension

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

11.03 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:

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

11.04 Groux, 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%).

11.05 Death Benefits

- (a) 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 ten percent (10%) 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.
- (b) 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.

11.06 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.

11.07 Continuation of Benefit Premiums

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, Extended 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 Workers' Compensation, but the employee shall bear the full cost of the premiums.

11.08 Deferred Salary Leave Plan

The Board shall offer a Deferred Salary Leave Plan which will be administered by a mutually agreed-upon carrier under a separate agreement.

During the period of leave, the employee shall continue to receive medical, extended health, group life insurance and dental benefits in accordance with the Agreement.

ARTICLE 12 - GENERAL

12.01 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 his job. The employee shall receive full wages and benefits and continue to accrue seniority.

12.02 Clothing

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

(a) Coveralls and goggles for mechanical staff in the bus garage.

(b) Coveralls, goggles, gloves and hearing protection devices for maintenance, custodial and teacher assistant staff as required.

12.03 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.

- (a) The Board will pay an annual safety footwear allowance of seventy-five dollars (**\$75**) to such employees.
- (b) The allowance will be paid in September of each year.
- (c) The safety footwear purchase must be C.S.A. approved.
- (d) New employees must provide their own safety footwear as a condition of initial employment.
- (e) The Board will pro-rate the annual payment to these employees after the conclusion of their probationary period.

12.04 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.

12.05 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 technology 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.

12.06 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 behaviour 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 CEO/designate.

In the event the issue remains unresolved after intervention of the CEO/designate, the provisions of Article 13 - Grievance Procedure of this Agreement may be exercised.

12.07 No Discrimination

The Board agrees that there shall be no discrimination exercised or practised 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**, marital

or parental status, nor by reason of his membership in the Union.

12.08 Liaison Committee

A committee of five (5) Union Officers, the Board's CEO/designate, and the Operations Supervisor 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.

12.09 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 CEO/designate. Employees directed to attend professional development sessions shall be paid for the greater of regular hours of work or hours in attendance in sessions. The Board will reimburse the employee for travel costs if the session is not held at the normal job location.

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.

12.15 Driving Record

Any employee involved in the transportation of students will be required, from time to time, to produce a current driving record. Such a request will normally not be made more than once every year. The results of such a request will not adversely affect the employ of the employee with the Board. Any **costs** associated by these requests shall be borne by the Board.

ARTICLE 13 - GRIEVANCE PROCEDURE

13.01 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 CEO/designate. This notification must be finalized within five (5) working days of the conclusion of Step 1.

The CEO/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 three (3) 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.

13.02 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.

13.03 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 CEO/designate and the Grievance Committee shall meet and decide if the Board did what it ought reasonably and contractually to 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.

13.04 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.

13.05 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 chairperson within five (5) working days, the appointment shall be made by the Director, Collective Agreement Arbitration Bureau, 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.

13.06 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.

13.07 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 Chairperson 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.

13.08 Expenses

Each party shall pay the fees and expenses of the arbitrator it appoints and one-half the fees and expenses of the chairperson.

13.09 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.

13.10 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

14.01 Layoffs and Rehiring

- (a) 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.

(b) The Board agrees to notify regular employees and the Union of layoffs in accordance with the following periods of notice:

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

(ii) 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.

(c) **The** layoff notification shall contain the following information:

the effective date of the layoff;

(ii) a current Union seniority list;

(iii) the latest date by which the employee can advise the CEO/designate of his intention to bump; and

(iv) information relative to the severance pay option.

14.02 Principle of Security

(a) 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.

"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.

(b) In the event of a layoff or reduction in hours of twenty percent (20%) or more, a regular employee is eligible to bump if he so desires. Determination in exercising a bump shall be seniority, qualifications,

- and unit (unit being school, Board Office, maintenance/transportation). In the event no identical position is available in the employee's unit, the employee may bump in any other unit provided he has, in the Board's opinion, the necessary qualifications.
- (c) An employee who is being laid off must advise the CEO/designate'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. This notice must be formalized in writing within the ten (10) working day period.
 - (d) The CEO/designate 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.
 - (e) 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.

14.03 Layoff/Bumping Provisions

- (a) It is mutually agreed that the following provisions shall apply when layoffs occur:
 - (i) Employees shall be laid off in reverse order of their seniority.

(Reverse order means: least senior - first off.)
 - (ii) Laid off employees may accept the layoff and bid on **jobs** for which they have the necessary qualifications, as vacancies occur.
 - (iii) 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 CEO/designate and the Union.

- (iv) 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.
- (v) Employees on layoff shall be recalled in the order of their seniority and qualifications.
- (b) The layoff notification will contain the following information:
 - (i) the effective date of the layoff.
 - (ii) list of those employees who are less senior to the laid-off employee and the hours of work per week for each of those employees.
 - (iii) the latest date by which the employee can advise the CEO/designate of his intention to bump and the name of the less senior employee he intends to bump.
 - (iv) information relative to the severance pay option.
- (c) 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 Article 14.02(b).
- (d) Only if there is no opportunity to bump under the provisions in 14.03(c), the employee then has the option of bumping anyone in the system with less seniority, provided he has the necessary qualifications.
- (e) 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. An equivalent position is defined as: same essential qualifications, same hourly rate of pay, and equal hours.
- (f) An employee who has bumped another employee under Article 14.03 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

- (g) 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.
- (i) In the event that an employee vacates a position within the twenty (20) working day adjustment period after a bump, or proves unsuitable for the position in the determination of the Board, for up to three (3) months after the start date of the employee in the bumped position the displaced employee will have first right to be recalled to the position.
- (ii) An employee who is on layoff or bumped from his position shall have the right to return to that position if it becomes vacant or is reinstated within forty-five (45) days.
- (h) Noon hour supervisors are restricted to bumping within their type of work.
- (i) Regular sessional employees returning to work after the summer will return to the position they held the previous June. Where their original position no longer exists, these employees may apply for any posted vacancies or exercise their bumping rights. Where the employee is unsuccessful in obtaining any posted position and no further positions are available, the employee will be laid off.

- (j) The Board is not required to issue a notice of layoff to regular sessional employees for the periods when school is not in session.

14.04 Severance Pay

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

- (a) Ten (10) days' pay where the employee has completed a period of employment of at least six (6) consecutive months, and;
- (b) 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.
- (c) 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.
- (d) An employee choosing severance pay forfeits his right to recall as provided in this Article.
- (e) 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

15.01 Regular Bus Driver

A regular employee or a regular part-time employee who is employed as a bus driver on a specified daily route.

- (a) The regular work week shall be Monday to Friday when schools are open.
- (b) 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.

- (c) 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 related 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.

A list defining other related duties that may be assigned shall be submitted to the Union by November 1st each year and may be reviewed and/or adjusted by February 1st each year.

- (d) Bus route driving times will be established by the School Board 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.
- (e) Bus drivers may take on additional assignments on a voluntary basis as Special Trip Drivers in accordance with the provisions of Article 15.02. 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.
- (f) 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.

15.02 Special Trips

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

(a) Day Trip

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

(b) Extended Day Trip

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

(c) Extended Trip

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

(d) Posted Notice of Special Trips

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.

(e) Hours and Pay Rates

(i) 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 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.

(ii) 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 overtime rates.

(iii) 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.

15.03 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.

The hours of work for the spare driver will be the same hours of work as the driver replaced.

15.04 Premium Time Allowance

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:

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

15.05 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.)

15.06 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",

15.07 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, 1995 and up to and including the ~~thirty-first~~ (31st) day of August, 1997, 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.

Should either party give written notice to the other party pursuant hereto, the Collective Agreement shall thereafter continue in full force and effect until the Union shall strike, or the Employer lock out, or the parties shall conclude a renewal or revision of this Collective Agreement or a new Collective Agreement.

Dated this 26 day of October, 1995

FOR THE BOARD OF TRUSTEES
School District No. 55
(Burns Lake) :

FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, Local 3757:

Jana C. Selley

Rick Rutherford

[Signature]

Louise Dushin

R. Murray

Leanne Olson

SCHEDULE "A" - WAGE SCHEDULE

<u>CLASSIFICATION</u>	<u>Effective</u> <u>Sept. 1</u>	<u>Start</u>	<u>3 Mo.</u>	<u>9 Mo.</u>	<u>16 Mo.</u>	<u>RATE</u> <u>24 Mo.</u>
Student Labourer	1995					12.42
	1996					12.58
Noon Hour Supervisor	1995					13.17
	1996					13.33
Meal Worker	1995					13.72
	1996					13.88
Clerk Typist	1995	12.64	13.18	13.72	14.28	14.82
Rehabilitation Worker	1996	12.80	13.34	13.88	14.44	14.98
Teacher Assistant 1						
Teacher Assistant 2	1995	13.22	13.75	14.30	14.83	15.38
	1996	13.38	13.91	14.46	14.99	15.54
Labourer	1995					16.20
	1996					16.36
Admin. Asst. 1	1995	14.32	14.75	15.25	15.73	16.20
Home/School Coord. 1	1996	14.48	14.91	15.41	15.89	16.36
Library Assistant						
Admin. Asst. 2	1995	15.58	15.94	16.21	16.58	16.94
Home/School Coord. 2	1996	15.74	16.10	16.37	16.74	17.10
Custodian	1995					17.46
	1996					17.62
Courier Storesperson	1995					17.65
	1996					17.81
Maintenance	1995					18.11
	1996					18.27
Admin. Asst. 3	1995					
	1996					
Admin. Technician	1995	16.59	17.02	17.32	17.72	18.12
Home/School Coord. 3	1996	16.75	17.18	17.48	17.88	18.28
Work Exp. Facilitator						
Bus Driver	1995					18.55
	1996					18.71
Maintenance Trades						
Non-certified	1995					19.86
	1996					20.02
Certified	1995					21.74
	1996					21.90

-
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

1. SALARY CLASSIFICATION - 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 Native Indian Training Education Program (NITEP), HNTPP Program or Human Service Worker Program Level II.

2. SALARY CLASSIFICATION - TEACHER ASSISTANT

Teacher Assistant I

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

Teacher Assistant II

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

LETTER OF UNDERSTANDING
 BETWEEN
 THE BOARD OF TRUSTEES OF SCHOOL DISTRICT NO. 55 (BURNS LAKE)
 AND
 CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3757

Re: HOME SCHOOL COORDINATOR

Rick Rushton, the Home School Coordinator in the employ of the Board as of 1977.10.17 will have his hourly wage red-circled at \$20.70 per hour and will continue to receive all negotiated increases for the duration of his employ with the Board.

Signed at BURNS LAKE, B.C., this 26th day of October, 1995

FOR THE BOARD OF TRUSTEES
 School District No. 55
 (Burns Lake):

FOR CANADIAN UNION OF PUBLIC
 EMPLOYEES, Local 3757:

Jana A. Willey

Rick Rushton

[Signature]

Laurie Keshu

R. Murray

Sharon Olson

LETTER OF UNDERSTANDING
BETWEEN
THE BOARD OF TRUSTEES OF SCHOOL DISTRICT NO. 55 (BURNS LAKE)
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3757

Re: WAGE RE-OPENER

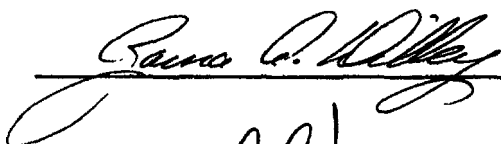
The parties agree that should the guidelines and/or calculations set by the B.C. Public School Employers' Association change at any time during the term of this Collective Agreement, then the parties will conduct negotiations for wages only, to be effective September 1, 1996.

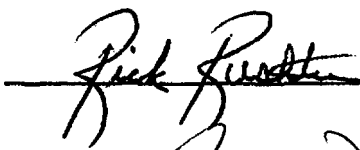
It is understood that the amount negotiated on June 29, 1995 as an increase on September 1, 1996, shall not be decreased.

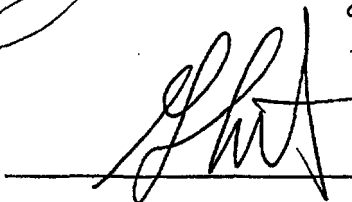
Signed at BURNS LAKE, B.C., this 26th day of October, 1995

FOR THE BOARD OF TRUSTEES
School District No. 55
(Burns Lake):

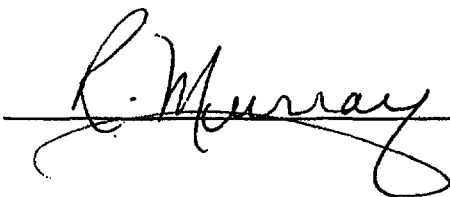
FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, Local 3757:













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