

# School District # 34 (Abbotsford) Teamsters #31 Contract

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## COLLECTIVE AGREEMENT

EFFECTIVE January 1, 1994 to June 30, 1996

SOURCE	Board		
EFF.	94	01	01
TERM.	96	06	30
No. OF EMPLOYEES	380		
NOMBRE D'EMPLOYÉS	df		

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### 0:1 INTRODUCTION:

#### 0:1.1 THIS AGREEMENT SHALL BE BETWEEN:

The Board of School Trustees, School District No. 34 (Abbotsford),  
(hereinafter referred to as the "Board")

#### 0:1.2 AND:

Teamsters' Local Union No. 31  
(hereinafter referred to as the "Union")

### 0:2 PREAMBLE:

0:2.1 WHEREAS the Union has been certified as the bargaining agent for all employees in School District No. 34 (Abbotsford) except teachers as defined in the School Act and bus drivers, mechanics and mechanics helpers and those excluded by the Labour Relations Code

0:2.2 AND WHEREAS it is the responsibility of both parties to this Agreement to promote the effective and efficient operation of this School District recognizing meanwhile the parties' responsibilities and obligations each to the other;

0:~ ^ AND WHEREAS both parties desire to maintain an harmonious relationship between the Board and the employees;

0:2.4 AND WHEREAS both parties recognize the Human Rights Act of British Columbia and will not condone nor tolerate any expression of racism or other forms of discrimination as detailed by the Act, they have provided herein for all matters of mutual interest;

0:2.5 NOW THEREFORE, THIS AGREEMENT WITNESSETH that the parties agree each with the other as follows:

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## 1: DEFINITIONS

1:1 **"Regular' Employee"**: shall mean an employee who has successfully completed the prescribed period of probation and who is normally employed to work on a full-time or part-time shift basis within his/her classification on an on-going basis during a 12-month period.

1:2 **"School Term" Employee**: shall mean an employee who has successfully completed the prescribed period of probation and who is normally employed each school day during the school year on a full-time or part-time shift basis, and to include the following criteria:

1:2.1 School term clerical employees classified as Administrative, Intermediate Administrative, and Library Technicians may work one (1) week after school closing and one (1) week prior to school opening.

1:2.2 School term clerical employees shall work during the Christmas and spring breaks but may be moved to alternative positions as directed by the Director of Human Resources.

1:2.3 All school term clerical employees will be offered available clerical work during the summer break by seniority, providing such employees possess the required qualifications. School term clerical employees wishing to work cannot displace regular staff and must register their availability for the summer break with the Human Resources Department, in writing, prior to June 15th.

1:2.4 Notwithstanding Article 1:2.3, it is understood that when clerical placement for summer employment is required at secondary schools, the first opportunity to work will be given to the senior qualified clerical employee at the particular school by way of recognized call back procedures. Other secondary school term clerical staff will be given recall opportunities prior to other elementary school term and casuals being utilized. Secondary clerical employees are exempt from Article 6:5-Failure to Report on Recall.

1:2.5 School term employees classified a.-, Special Education, Food Service Worker and Kitchen Assistant are excluded from the opportunity to work during recognized Christmas, spring and summer breaks with their work requirements recognized as being aligned to students being in school. Professional Development days will be recognized as having students in school. Lay off notice as outlined under Article 6 is not required. School term clerical employees shall not require layoff notice for the summer break as outlined under Article 6.

1:2.6 School term employees (Special Education) assigned to a class or student(s) during the regular school year will be given first preference to work during the summer school session with that class or student(s). School term employees (Special Education) wishing to work must register their availability for the summer break with the Human Resources Department, in writing, prior to June 15th.

1:2.7 School term employees working less than full-time shifts shall be eligible to receive monetary benefits on a pro rata basis, or as specified.

1:3 **"Casual"**: shall mean an employee who is employed on a day-to-day basis to augment regular and

school term employees for a limited duration within any 12-month period.

1:3.1 **"Extended Service Casual"**: shall mean a casual employee who has been assigned and has worked sixty (60) days or 420 hours for a seven (7) hour employee, 480 hours for an eight (8) hour employee, and 330 hours for Instructional Support Staff, whichever comes first. Such casual employee shall, for the purposes of this Agreement, be considered an "Extended Service Casual".

1:4 **"Probationary"** Employee: shall mean a new employee serving a forty (40) regular working day trial period of continuous scheduled employment in an approved position prior to appointment to the staff as a "regular" or "school term" employee. Time worked as a casual employee shall not qualify towards the probationary period.

1:5 **"Board"**: shall mean the Board of School Trustees of School District No.34 (Abbotsford) or authorized delegated authority through the Secretary-Treasurer.

1:6 **"Union"**: shall mean Teamsters' Local Union No. 31.

1:7 **"Classification(s)"**: shall mean any position(s) within the jurisdiction of the bargaining unit included in Schedules A.1 to A.6.

1:8 **"Qualification(s)"**: shall mean to possess the knowledge, skills, ability and efficiency and to have demonstrated competence through relevant testing procedures.

1:9 **"Familiarization"**: is a trial period whereby an employee is provided the opportunity to establish his/her suitability to that position.

1:10 **"Approved Position"**: shall mean any regular or school term position approved by the Board.

1:11 **"Calendar Year"**: for vacation purposes, shall be the twelve (12) month period from July 1st to June 30th.

1:12 **"Work Week"**: The work week for regular and school term employees is set out in Article 7:4-Work Week.

1:13 **Plural or Feminine Terms**: may apply whenever the singular or masculine is used in the Agreement, and shall be considered as the plural or feminine used with the context the party or parties hereto so requires.

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## 2: MANAGEMENT RIGHTS

2:1 The management of the work force and methods of operation shall be vested exclusively in the Board, except as otherwise specifically provided in this Agreement and as may be subject to grievance procedure.

## 3: APPOINTMENTS AND TRANSFERS

### 3:1 JOB POSTINGS

3:1.1 When a regular or school term position becomes vacant or a new approved position in an existing classification is created, the Board shall post notice of vacancies at least four (4) working days prior to filling the position. This in no way restricts the Board from making casual appointments.

3:1.2 The Board shall post each vacancy in the School Board Office and each District facility. At the same time, the posting shall be sent to the Union.

3:1.3 The employer shall have the option to post any vacancy created due to illness, non-compensable injury or temporary reassignment to another position or classification in excess of sixty (60) consecutive working days.

3:1.3.1 Where an employee whose position has been posted in accordance with Article 3:1.3 is able to return to his/her regular scheduled duties, the employee shall be returned to a comparable position.

3:1.4 **An** employee who has changed positions through the posting procedure shall not be eligible for any further posting for a period of ninety (90) working days, except in cases of promotion or by mutual agreement of the parties. For the purposes of this article, promotion shall mean an increase in the regular scheduled shift, or a permanent increase in classification, or a permanent change in worksite from two (2) or more locations to one (1) location.

3:1.5 Upon selection of the successful candidate to fill a vacancy, the Board will post a list of the names of the successful candidates. This list will be posted within five (5) working days of the close of the notice of vacancy(ies). Such lists will be posted in the School Board Office and each District facility. At the same time, the list shall be sent to the Union.

### **3:2 FAMILIARIZATION**

3:2.1 All approved positions being filled shall be made on the basis of the first thirty (30) working days being served as a familiarization period.

3:2.2 During the familiarization period, if the employee wishes to be relieved of that position, the employee shall advise the Board, in writing, within the first ten (10) working days of the familiarization period. Where the employee cannot be returned to his/her previous position, or where continuity **and** stability in the assignment may be affected, the employee shall be returned to a comparable position without loss of seniority.

3:2.3 During the familiarization period, if the employee does not prove satisfactory after access to the grievance procedure, the employee shall be returned to his/her former position without loss of seniority. Where the employee cannot be returned to his/her previous position, or where continuity and stability in the assignment may be affected, the employee shall be returned to a comparable position without loss of seniority. Where the employee cannot be returned to his/her previous position, the Board will endeavor to seek the agreement of the employee prior to the placement in such a position. The employee shall have recourse to the grievance procedure.

### **3:3 EFFECTIVE DATE OF PROMOTIONS, TRANSFERS, DEMOTIONS**

3:3.1 Regular and School Term employee pay rates pertaining to promotion, transfer and demotion shall become effective from the date of appointment to the position.

### **3:4 CONDITIONS GOVERNING SELECTION AND APPOINTMENTS**

3:4.1 Qualified regular or school term employees are eligible to apply for a vacant posted position. Where qualifications are equal, the seniority provisions of the Agreement shall be the determining factor in selection.

3:4.2 In the event that there are no qualified applicants from within the bargaining unit interested in a vacancy, notwithstanding Article 3:1.1, the Board may, at its discretion, hire a new employee.

3:4.2.1 The Board may, after consultation with the Union, transfer a present employee. This transfer will only be done where necessary and provided it does not involve any loss of earnings.

3:4.2.2 The employee shall have recourse to the grievance procedure.

### **3:5 PROBATIONARY PERIOD**

3:5.1 A new employee hired to fill an approved position shall serve as a probationary employee for the first forty (40) working days of continuous employment (excluding lay off if applicable). During the probationary period an employee may be transferred, laid off or terminated on one day's notice, subject to statutory regulations. The Board may, in extenuating circumstances, after consultation with the Union, extend the probationary period by an additional forty (40) working days. In all such instances the Union will be advised.

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### **3:6 SPECIAL EDUCATION**

3:6.1 Should a student(s) leave or program(s) or funding cease for a parti will be made to place this employee in a classification under Special Education, providing the employee possesses the required qualifications.

3:6.2 In the event an employee in a classification under Special Education must be moved in accordance with this article, forty eight (48) hours written notice will be given.

3:6.3 Where no such position exists, the seniority clause as outlined in this Agreement shall be the determining factor.

## **4: CONDITIONS OF EMPLOYMENT**

### **4:1 UNION SECURITY**

4:1.1 The Board recognizes the Union as the sole and exclusive bargaining agent for all employees affected by this Agreement and for whom the Union has been certified.

4:1.2 The Board agrees not to enter into any agreement or contract with employees of the Board who are members of the Union, individually or collectively, which in any way conflicts with the items and provisions of this Agreement. Any **such** agreement will be null and void.

### **4:2 UNION MEMBERSHIP**

4:2.1 All employees will be required to become members of the Union and remain members in good standing as a condition of continued employment, in accordance with the Local Union No. 31 constitution and By-Laws.

### **4:3 DUES CHECK OFF**

4:3.1 The Board agrees to deduct from the earnings of each employee in the bargaining unit, union dues, fees and assessments legally levied, and in the amount communicated to the Board by the Union from time to time. The Board will supply a list of employees and deductions with each remittance. All new employees hired for positions for which the Union has been certified will be deducted from wages an amount equal to union dues and assessments.

4:3.2 When an employee is absent through illness or injury or has been terminated and a grievance is pending, the Board shall continue to pay the employee's union dues so that the employee shall be protected to the utmost, provided:

4:3.2.1 the employee reimburses the Board for such contributions made on his/her behalf and is at no time more than five (5) months in arrears, and

4:3.2.2 the period of such coverage shall not exceed twelve (12) months except by mutual agreement of the two (2) parties.

4:3.2 When an employee returns to work, the Board shall deduct from his/her earnings any monies owing that the Board has paid out in respect of his/her union dues.

4:3.4 In the event an employee does not return to work, and the employee refuses or neglects on demand at his/her last known address to make restitution for such monies paid out, the Union shall then reimburse the Board for said amount.

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#### 4:4 REMITTANCE

4:4.1 Deductions will be forwarded to Local Union No. 31 no later than the 15th day following the end of the pay period in which such deductions were made, together with a list of employees which shall indicate the amount of deductions in each case.

#### 4:5 UNION REPRESENTATIVE BUSINESS

4:5.1 The Union shall inform the Supervisor or designate whenever designated representative(s) of the Union intend to visit District facilities for the purpose of conducting Union business during working hours and as such shall have access and be provided with a letter of introduction for the purpose of conducting Union business. Such visits shall not disrupt or interfere with instruction and/or District operations.

4:5.2 The Union shall provide the Secretary-Treasurer or designate with a list of names of the shop stewards by October 15 of each year and shall advise the Secretary-Treasurer in writing of changes to the list.

#### 4:6 EMPLOYEE REPRESENTATION

4:6.1 The Union shall appoint or elect Shop Stewards from regular or full-time school term employees in the bargaining unit who have completed their probationary period. The Board will recognize Shop Stewards and not discriminate against them for lawful Union activity.

4:6.2 No shop steward shall leave his/her place of work without obtaining the permission of his/her immediate supervisor. Employee/shop steward discussions shall take place where instruction and/or District operations are not affected. Shop stewards shall be permitted to represent an employee's interests without loss of pay when such meetings are scheduled during the shop steward's hours of work.

4:6.3 Where an employee has asked or is obliged to be represented by the Union in relation to the presentation of a grievance, the Shop Steward and the employee, where operational requirements permit, shall be given reasonable time off without loss of pay for the purpose of discussion/presentation when the discussion takes place at the employer's place of business.

4:6.4 Shop Stewards will endeavor to complete Union business in as short a time as possible.

#### 4:7 MEDICAL EXAMINATIONS

4:7.1 Potential new employees being hired may be required to provide the Board with a medical statement certifying that the employee is physically and mentally fit for work and free of infections or contagious disease.

4:7.2 The Board reserves the right to require employees on staff to produce a certificate of medical fitness or to be examined by the Board's physician. In such cases, the Board will bear the cost of required examinations plus time off with pay when it is impossible for such examination to take place other than during normal working hours. The employee may request that an examination required by the Board be undertaken by a physician other than the Board's designated physician by mutual agreement of the parties.

4:7.3 When an employee is examined by a physician paid by the Board, and it is found that such employee is not fit to carry on his employment, the physician shall first consult with the employee's personal physician. If, after such consultation, it is found that the employee involved is capable of carrying on in his present classification, he will be reinstated forthwith.

4:7.3.1 If, after consultation, the two physicians do not reach an agreement, then a third physician shall be selected by the two physicians to make an examination of the employee and his decision shall be final and binding.

4:7.3.2 The cost of the third physician shall be paid equally by both parties to this Agreement.

#### **4:8 TUBERCULOSIS(T.B.) TESTS**

4:8.1 Employees are required as a condition of continued employment, to take T. B. tests in accordance with policies recommended by the Regional/District Medical Health Officer, and forward the results to the Director of Human Resources for record purposes.

#### **4:9 TERMINATION OF EMPLOYMENT**

4:9.1 Termination of an employee's employment with the Board will occur as a result of just cause.

4:9.2 Written notice of termination will be given by the Board to both the Union and the employee concerned. If the employee affected wishes, the Board will provide the employee with a written letter giving the reasons for termination.

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#### **4:10 CASUAL EMPLOYEES**

4:10.1 Casual employees, as defined in Article 1:3, are entitled to a percentage of their straight time pay in lieu of statutory **and** non-statutory benefits in accordance with Schedule 'A.5'. The casual wage rate is stated on Schedule "A.5".

4:10.1.1 Effective July 1, 1995, Article 4: 10.1 will no longer be in effect. Casual employees will be paid statutory benefits in accordance with Article 9:1.5. 1 and Article 10:1. 3. 1.

4:10.2 All casual employees are excluded from Article 5-Seniority.

4:10.3 Casual employees are assigned exclusively from the Human Resources Department and are exempt from Article 6-Lay Off and Recall Procedure.

4:10.4 A casual employee shall remain on the casual list provided his/her performance is satisfactory and he/she is otherwise suitable.

4:10.4.1 A casual employee, excluding extended service casuals, may be removed from the casual list:

4:10.4.1.1 where the casual employee is called by the Human Resources Department and no response is received or the employee is not available for assignment, or

4:10.4.1.2 the casual employee has not been assigned to a casual assignment in the last sixty (60) calendar days, or

4:10.4.1.3 the casual employee is offered a regular or school-term position and refuses said assignment.

#### **4:10.5 Extended Service Casual**

4:10.5.1 The following provisions shall apply only to employees designated as extended service casuals, in accordance with Article 1:3. I.

4:10.5.2 The Board shall endeavor to assign extended service casuals on the basis Of Seniority, provided the employee possesses the requisite qualifications, including suitability.

4:10.5.3 For the purposes of calculating seniority, the date on which the employee has accumulated the requisite service in accordance with Article 1:3-Casual shall be considered the seniority date.

4:10.5.4 The Board shall, on a quarterly basis, forward to the Union a list of extended service casual employees.

4:10.5.5 Extended service casual employees will be required to post on all posted positions within their classification.

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#### **4:11 CASUAL ASSIGNMENT**

4:11.1 In the event a casual employee is not selected for a posted position, at the written request of the casual employee, the Board will provide, in writing, the reasons the casual employee was not the successful applicant for the posted position. A copy of this letter will be forwarded to the Union.

#### **4:12 TECHNOLOGICAL AND OTHER CHANGES**

4:12.1 During the life of this Agreement, any dispute arising out of technological changes or methods of operation shall be referred to under the provisions of the Labour Relations

### **5: SENIORITY**

#### **5:1 SENIORITY**

5:1.1 Seniority is defined as the length of continuous service in the bargaining unit of all employees and shall be calculated from the commencement of their regular or school-term position. "Continuous" will mean unbroken in terms of not involving resignation and re-appointment.

5:1.2 Where seniority of two (2) or more employees is equal, the employee with the greatest continuous employment with the Board shall be deemed to have the greatest seniority. Continuous employment with the Board shall be calculated on the basis of hours worked per annum and full time equivalent (FTE).

5:1.3 When Article 5:1.2. of this article has been applied, and there are still two (2) or more employees with equal seniority, the employee with the greatest seniority will be determined by random selection.

#### **5:2 SENIORITY LISTS**

5:2.1 The Board shall by September 1 of each year forward to the Union and to each facility, a list of employees in order of seniority, setting out the length of seniority as of June 30 of that year. Such seniority dates shall be subject to correction for error on proper representation, in writing, by the Union,

#### **5:3 LOSS OF SENIORITY**

5:3.1 An employee shall only lose his/her seniority in the event:

5:3.1.1 he/she is discharged for just cause and is not reinstated;

5:3.1.2 he/she resigns;



5:2.3 he/she fails to report on recall;

5:3.1.4 he/she is laid off for a period longer than one (1) year.

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## **5:4 SENIORITY DURING TRANSFER OUTSIDE THE BARGAINING UNIT**

5:4.1 When an employee within the bargaining unit covered by this Agreement receives leave of absence, in writing, with a copy to the Union, to take a position within the Board which is beyond the sphere of the bargaining unit, he/she may retain his/her seniority for a maximum of one (1) year within the former bargaining unit. The starting date of such an appointment shall be posted in the appropriate section. During this leave of absence such employee shall continue to be covered by any benefits provided in this Agreement.

5:4.2 At the end of this period of one (1) year the employee must exercise his/her seniority rights by returning to his/her former unit and position or relinquish all such seniority rights. Should the employee return or be returned to the bargaining unit for any reason, he/she must remain with the unit for a minimum period of one hundred and twenty (120) calendar days prior to exercising that privilege again.

## **6: LAY OFF AND RECALL PROCEDURE**

### **6:1 LAY OFF**

6:1.1 When in the opinion of the Board, conditions warrant the reduction of the working force, the Board may designate and lay off employees covered by this Agreement in order to effect such reduction. The Board shall designate the employees to be laid off and such employees shall be laid off in accordance with the provisions below.

6:1.1.1 In the event of a lay off due to a reduction of the regular and school term working force, seniority of affected employees shall be the guiding factor when the required qualifications to fill the relevant position(s) are equal.

6:1.1.2 Where an employee is the incumbent in a position designated for reduction, the employee shall first be given the opportunity to displace an employee possessing the least seniority (Article 7-Seniority) within the designated employee's level of classification.

6:1.1.3 Where, through the application of Article 6:1.1.2, the designated employee's seniority does not permit the employee to assume a position within his/her level of classification, the designated employee shall be given the opportunity to displace an employee possessing the least seniority within a lower level of the designated employee's classification.

6:1.1.4 Where, through the application of Article 6:1.1.2 and Article 6:1.1.3, the designated employee's seniority does not permit the employee to assume a position within the classification, the designated employee shall be the senior extended service casual within his/her classification, or be deemed to be laid off.

6:1.1.5 The level of classification shall be in accordance with Schedules A. I through A.4 (General Classifications).

### **6:2 NOTICE OF LAY OFF**

6:2.1 The Board will give regular and school term employees who are laid off or terminated for reason other than just cause, fourteen (14) calendar days' notice, or ten (10) working days' pay in lieu of notice of such lay off or termination except where specified.

6:3 **PAYMENT AT LAY OFF** p 6:3.1 A regular employee shall be entitled to receive on the day of lay

off all monies due to him/her including vacation pay.

6:3.2 A school term employee shall be entitled to receive all monies due him/her, including vacation pay, no later than fourteen (14) calendar days following the day of lay off.

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**6:4 RECALL**

6:4.1 Whenever possible, employees at the time of lay off will be notified of the date of recall

6:4.2 In the case of regular or school term employees who are laid off for an indefinite period and recalled to work, the Board will give the employee at least one week's written notice of recall by registered mail addressed to the last known address of the employee. It shall be the responsibility of the employee to keep the Board notified of his/her current address and telephone number.

**6:5 FAILURE TO REPORT ON RECALL**

6:5.1 Except in the case of illness or other extenuating circumstances, failure to return to work at the time specified will be regarded as voluntary termination of employment. Failure to return to work after seven (7) calendar days of mailing will be grounds for dismissal. The employee affected is held responsible to make a written submission outlining the reasons and be given due consideration as to why his/her employment should be continued.

**6:6 EMPLOYMENT ON LAY OFF**

6:6.1 It shall not be cause for discharge for any employee to secure and/or accept gainful employment when on lay off provided the employee complies with Article 6:5. 1.

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**7: HOURS OF WORK**

**7:1 HOURS OF WORK/WORK WEEK**

7:1.1 The normal work day and work week for employees covered by the Agreement shall be as follows:

7:1.2 Day Shift

7:1.2.1 Up to eight (8) hours per day, forty (40) hours per week, exclusive of meal times for classifications included on the following schedules - Wages & Allowances:

A. 1: Maintenance

A.2: Custodial

A.6: Miscellaneous - as designated

7:1.2.2 Up to seven (7) hours per day, thirty-five (35) hours per week, exclusive of meal times for classifications included on the following schedules - Wages & Allowances:

A. 3: Clerical

A.4: Instructional Support

A. 6: Miscellaneous - as designated

7:1.3 Afternoon Shift

7:1.3.1 Up to seven and one-half (7 1/2) hours per day, thirty-seven and one-half (37 1/2) hours per week, exclusive of meal times for classifications included on the following schedules - Wages &

**Advances:**

- A. 1: Maintenance
- A.2: Custodial
- A.6: Miscellaneous - as designated

7:1.3.2 Up to seven (7) hours per day, thirty-five (35) hours per week, exclusive of meal times for classifications included on the following schedules - Wages & Allowances:

- A.3: Clerical
- A.4: Instructional Support
- A.6: Miscellaneous - as designated

**7:1.4 Night Shift**

7:1.4.1 Up to seven (7) hours per day, thirty-five (35) hours per week, exclusive of meal times for classifications included on the following schedules - Wages & Allowances:

- A. 1: Maintenance
- A.2: Custodial
- A. 6: Miscellaneous - as designated.

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**7:2 EXCEPTIONS**

7:2.1 The following positions shall be exempt from Article 7: 1 -Hours of Work/Work Week:

- 7:2.1.1 Clerical employees working in the Substitute/Casual dispatch position;
- 7:2.1.2 Clerical employee(s) working in "The King Training and Conference Centre";
- 7:2.1.3 Custodian(s) working in "The Abbey Arts Centre";
- 7:2.1.4 Custodian(s) working in "The King Training and Conference Centre"; and
- 7:2.1.5 The Theatre Assistant working in "The Abbey Arts Centre'.

7:2.2 Hours of work for custodians during Christmas and spring break shall be 8:00 a.m. to 4:30 p.m., and 7:00 a.m. to 3:30 p.m. during summer break.

**7:3 WORK SCHEDULES**

7:3.1 Shifts shall be scheduled as follows unless varied by mutual agreement of the Board and the Union:

**7:3.2 Day Shift**

7:3.2.1 Day shift shall be between the hours of 6:00 a.m. and 5:30 p.m. with all hours of work consecutive.

**7:3.3 Afternoon Shift**

7:3.3.1 Afternoon shift shall be between the hours of 2:30 p.m. and 12:00 a.m. with all hours of work consecutive.

**7:3.4 Night Shift**

7:3.1.1 Night shift shall be between the hours of 11:30 p.m. and 7:00 a.m. with all hours of work consecutive.

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#### **7:4 WORK WEEK**

7:4.1 The work week for regular and school term employees shall be defined as either:

7:4.1.1 Monday through Friday - Saturday and Sunday off, or;

7:4.1.2 Tuesday through Saturday - Sunday and Monday off.

7:4.2 In the event the Board's operational requirements necessitate a change in the scheduled Monday through Friday work week for regular and school term employees, fourteen (14) calendar days written notice shall be given by the Supervisor or designate to effect such change.

7:4.3 Forty-eight (48) hours notice is required upon return to the normal Monday through Friday work week.

7:4.4 Employees working on the afternoon or night shifts shall be paid the appropriate shift differential allowance as provided in Schedule 'A.6' - Miscellaneous.

#### **7:5 NOTICE OF HOURS OF WORK**

7:5.1 Daily hours of work for regular and school term employees shall not be changed except upon forty-eight (48) hours written notice. If forty-eight (48) hours notice is not given, all time worked outside the hours of work schedule will be paid at the appropriate overtime rate. Daily hours of work for casual employees may be changed upon one (1) day's notice. Custodian(s) working in "The Abbey Arts Centre" is (are) exempt from this article.

#### **7:6 CALL OUT**

7:6.1 When an employee has completed his/her regular day or weekly work and is called back to work, the same shall constitute a call out. In such instance, the employee shall be paid a minimum of two (2) hours pay at the applicable overtime rate for the period commencing at the time the employee leaves his/her residence and terminating at the time of return to residence, provided that the employee proceeds to and returns directly from the place of work.

#### **7:7 REST PERIODS**

7:7.1 All employees working seven (7) hours or more shall be allowed two fifteen (15) minute uninterrupted paid rest periods each working day (one in each half of their shift). Employees working less than seven (7) hours shall receive one fifteen (15) minute rest period.

7:7.2 If an employee is requested to extend his/her shift prior to the end of his/her regular day's work such a request shall not constitute a call out. However, in such cases the employee shall be entitled to a fifteen (15) minute paid rest break before extending his/her shift.

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#### **7:8 EMERGENCY CONDITIONS**

7:8.1 When weather conditions or emergency situations make regular work impractical or impossible, employees may be required to perform work not normally required in his/her job and, therefore, the requirement-, of the moment shall determine the type of work to be performed. Such work shall be

will be in the scope of the certified unit. It is understood that an employee shall not be expected to perform a task for which he/she is not adequately trained. Employees with a physical impairment shall not be assigned to such work where the impairment endangers themselves or others.

7:8.2 Where an employee is scheduled and reports for work and no work is available such employee shall be paid for a minimum two (2) hours or, he/she may elect to be employed elsewhere, if work is available. In the event that an employee commences work, a minimum of four (4) hours shall be paid. All casual employees who are scheduled and report to work shall be paid for two (2) hours and may not elect to continue working.

## **8: REMUNERATION**

### **8:1 WAGES AND SALARIES**

8:1.1 Employees will be paid on a four-week payroll basis; an advance for the first two weeks of the period and the balance of the pay entitlement following the end of the period. All payments will be made by direct deposit to the bank or credit union of the employee's choice located within the School District on the Friday following the second and fourth Saturdays of the pay period. A pay statement will be provided following the end of each four-week period detailing the gross pay and deductions. It is the employee's responsibility to keep the Human Resources Department notified of his/her current address, telephone number and bank account number.

8:1.2 Regular rates of pay for categories covered by this Agreement shall be provided for in Schedules 'A'-Wages and Allowances, which follows and forms part of this Agreement. These Schedules shall not bind the Board to create or fill any position within the classifications set out therein.

8:1.3 When a new classification of employment is established or a new position(s) is created within an existing classification for which rates of pay are not included in Schedules "A" of this Agreement, such position(s) shall be subject to negotiation between the parties. The rate(s) established shall be retroactive to the date of implementation.

8:1.4 No employee shall suffer a loss of his/her hourly rate of pay, because of the signing of this Agreement.

### **8:2 OVERTIME**

8:2.1 Authorized overtime shall be paid in accordance with the following provisions and all overtime will be on a voluntary basis except in the case of real emergency.

8:2.2 All hours worked in excess of a full shift as outlined in Article 7:1 shall be paid at the rate of time and one-half (1-1/2) for the first three (3) hours and thereafter double (2) the employee's regular hourly rate of pay.

8:2.3 All hours worked outside the employee's hours of work schedule and qualifying for overtime in accordance with the provisions of Article 7:3 shall be paid at the rate of time and one-half (1-1/2) for the first four (4) hours and thereafter double the employee's regular hourly rate of pay.

8:2.4 Work performed on an employee's first day of rest (normally Saturday) shall be at time and one-half (1-1/2) for the first four (4) hours and thereafter double the employee's regular hourly rate of pay.

8:2.4.1 Work performed on an employee's seventh (7th) shift shall be paid at double the employee's regular hourly rate of pay.

8:2.4.2 Work performed on statutory holidays or days observed as such shall be paid at double the employee's regular hourly rate of pay in addition to pay for such statutory holiday.

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8:2.5 Except as provided elsewhere in this article, employees working less than a full shift shall not be entitled to the overtime provisions of this article until they have worked the number of hours applicable to the related full shift.

### **8:3 BANKING OF OVERTIME**

8:3.1 Where a regular employee desires to bank his/her overtime a,% outlined in Article 8:2- Overtime, for the purpose of additional vacation (hereinafter referred to as 'V/O", Vacation Overtime), he/she shall request, complete and return a form (Form HR26SS) supplied by the Board to the Human Resources Department.

8:3.1.1 Where an employee has requested banking of his/her overtime in accordance with Article 8:3.1, the employee shall indicate on his/her timesheet overtime hours which are to be banked as 'V/O" in accordance with this Agreement, and overtime hours which are to be paid as overtime in accordance with this Agreement.

8:3.2 Overtime which is accumulated as V/0 shall be credited in terms of hours, and when taken as time off, shall be paid out at the same hourly rate as accumulated. (For example, one II] hour worked at time and one half equals one and one half 11-1/21 hours banked V/0.) When a regular employee leaves the Board, all accumulated hours in the employee's V/0 bank will be paid out in total.

8:3.3 A regular employee will be allowed to accumulate a maximum of ten (10) days V/0, of which one (1) day minimum must be taken at one time. The employee will provide fourteen (14) days prior written notice of the days to be taken.

9:3.4 Should too many regular employees request their V/0 at the same time, seniority would be the deciding factor. All V/0 must be taken by December 31st of the current year, and completed by the next payroll thereafter.

8:3.5 The Board will keep a record of all banked V/0 which will be made available to the employee through his/her Supervisor or the Human Resources Department for clerical employees.

8:3.6 Banked Overtime does not take priority over Article 9:2-Vacation Periods.

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### **8:4 SPECIAL ALLOWANCES**

8:4.1 A Special Allowance as provided for in Schedule 'A.6' - Miscellaneous, shall be paid as follows:

#### **8:4.1.1 Shift Differential**

8:4.1.1.1 A special allowance will be granted to employees required to work afternoon and/or night shifts.

#### **8:4.1.2 Chargehand**

8:4.1.2.1 A Chargehand, when so designated by the Director of Physical Plant or designate, shall be defined as an employee who shall direct the work of other employees while performing similar work himself. He shall not have the authority to hire, fire, suspend or discipline employees and shall be a member of the Union in accordance with Article 4 herein. Such designation shall be on the basis of qualifications and ability with due regard to seniority.

### **8:5 PAY FOR CHANGE IN CLASSIFICATION**

8:1 When a qualified employee is assigned, in writing, to substitute in a position and perform the duties in a higher wage category, he/she shall receive the rate of pay for the higher rated wage category.

8:5.2 A copy of the above correspondence must be forwarded to Payroll in conjunction with the employee's time sheet for recognition.

8:5.3 If an employee from a higher rated wage category is assigned to work temporarily at a lower rated wage category, he/she shall continue to be paid at the rate paid for the higher rated wage category.

## 9: ANNUAL VACATIONS

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#### 9:1 ANNUAL VACATIONS WITH PAY

9:1.1 Regular employees covered by this Agreement shall receive in each calendar year, an annual vacation with pay based on length of continuous employment to the last day of the previous calendar year.

9:1.2 Regular and school term employees who have been continuously employed for less than a twelve (12) month period but are on the payroll at June 30th, shall be considered to have completed, for vacation purposes only, their first calendar year of service.

9:1.3 Except as provided In Article 9: 1.8, regular employees who have completed their first calendar year of service shall receive a vacation up to a maximum of ten (10) working days with pay equivalent to four percent (4%) of their gross earnings for the period.

9:1.4 School term employees shall receive the applicable percentage of vacation entitlement (i.e. 4%, 6%, 8%) of their gross earnings for the calendar year payable at the conclusion of each four (4) week pay period.

9:1.5 Casual employees shall receive four percent (~~4%~~) vacation entitlement calculated on their gross earnings for each 4-week payroll period.

9:1.5.1 Effective July 1, 1995, Article 9:1.5 will no longer be In effect and casual employees shall receive vacation entitlement in accordance with the Employment Standards Act. calculated on their gross earnings for each 4-week payroll period.

9:1.6 Regular and school term employees leaving the service of the Board shall receive vacation pay on the basis of the applicable percentage of their gross earnings for the calendar year In which they leave the service of the Board, as outlined in the vacation table, less any vacation pay received under Article 6:3; and If termination occurs before the regular employee has taken the annual vacation due under this section, the regular employee shall receive the vacation pay due.

9:1.7 Regular employees who have completed two (2) or more years of continuous service shall receive annual vacation at regular rates of pay or the percentage of gross earnings, whichever is greater, as shown in the following table:

COMPLETE	NUMBER OF DAYS IN ANNUAL VACATION	PERCENTAGE OF GROSS EARNINGS
		YEAR
2	10	4
3 to 5	15	6
6 to 12	20	8
13 to 17	25	10
18	26	10.4
19	27	10.8
20	28	11.2
21	29	11.6
22	30	12
23	31	12.4
24	32	12.8
25	33	13.2
26	34	13.6
27 and over	35	14

9:1.8 Regular employees who, due to lay off or unpaid leave of absence, have not received pay during a 4-week pay period of the preceding calendar year shall not be entitled to pay at their regular rate of pay but only at the percentage of their gross earnings for the preceding calendar year applicable to their years of continuous employment.

**9:2 VACATION PERIODS**

9:2.1 Wherever possible, annual vacations shall be arranged at the time requested by the regular employee. In cases where two or more regular employees request the same time and it is not possible to grant the request to all the regular employees concerned, seniority shall be the guiding factor.

9:2.2 On or before April 1st of each calendar year, regular employees shall make application for annual vacation on forms supplied by the Board, and on or before April 30th the relevant Supervisor shall notify the regular employees of the approved annual vacation. Applications made after April 30th may not be approved as requested and it should be understood that a senior regular employee within a department or school who requests a change to his/her vacation period subsequent to April 30th cannot override a junior regular employee whose vacation period(s) has been approved in accordance with the above.

9:2.3 In the event of promotion, transfer or demotion to another position, the regular employee's vacation period will be subject to review and may be changed by mutual agreement of both parties.

9:2.4 Annual vacations are not accumulative and must be taken in the calendar year of entitlement.

**10: GENERAL HOLIDAYS**

**10:1 QUALIFICATIONS**

10:1.1 Each regular and school term employee who has received remuneration for at least fifteen (15) days in the thirty (30) day period immediately prior to or immediately following the general holiday, shall receive at the time of the general holiday one (1) day's pay based on the employee's regular daily



employees holiday pay for each of the following holidays or days observed in lieu thereof:

New Year's Day    Labour Day  
 Good Friday        Thanksgiving Day  
 Easter Monday     Remembrance Day  
 Victoria Day        Christmas Day  
 Canada Day         Boxing Day  
 B. C. Day

and any other general holiday proclaimed by the Federal or Provincial Government.

10:1.2 School term employees working less than full-time hours shall receive holiday pay based on the average daily hours worked in the qualifying period as outlined in Article 10:1.1.

10:1.3 Casual employees shall receive four percent (4%) statutory holiday entitlement calculated on their gross earnings for each four (4) week payroll period.

10:1.3.1 Effective July 1, 1995, Article 10:1.3 will no longer be in effect and casual employees shall receive payment for statutory holidays in accordance with Article 10:1.2.

## 10:2 HOLIDAYS AND REGULAR SCHOOL DAYS

10:2.1 Should the schools be required to be in session on any general holiday, regular employees required to work on such a holiday will be granted an alternate day off in lieu of the general holiday worked. The alternate day off will be taken at a mutually acceptable time, but not later than the conclusion of the regular employee's next annual vacation.

10:2.2 School term and casual employees required to work on such a holiday will be paid.

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## 10:3 DAY OFF IN LIEU

10:3.1 When any of the above holidays fall on a regular employee's normal day of rest or during a regular employee's annual vacation, and no other day is declared in substitution thereof, the regular employee shall receive a day off in lieu of the holiday at his/her regular daily rate of pay, such day to be determined by mutual agreement between the regular employee and his/her Supervisor but not later than the conclusion of the regular employee's annual vacation.

10:3.2 Should one of the above holidays fall on a school term employee's normal day of rest he/she shall receive a day off in lieu of the holiday at his/her daily rate of pay.

## 10:4 UNAUTHORIZED ABSENCE

10:4.1 In the case of an unauthorized absence on the day before or the day after a general holiday, entitlement to the provisions of this article will be forfeited.

## 11: LEAVE OF ABSENCE

### 11.1 UNION BUSINESS

#### 11.1.1 Negotiations

11.1.1.1 One (1) employee from each classification plus other officials as designated by the Union, not exceeding six (6) in total, being members of the bargaining committee of the Union, shall be allowed

leave of absence with pay for the purpose of contract negotiations with the Board.

### 11:1.2 Union Conventions and Seminars

11:1.2.1 Upon written request from the Union, the Board will grant leave of absence without pay for attendance at Union conventions and/or seminars to not more than four (4) employees at any one time provided representation is by mutual agreement of both parties. Total absence allowed for this purpose shall not exceed forty (40) man-days in one year. It is understood that the Board will bill the Union for the cost of wages and benefits of such employees.

### 11:1.3 Union Positions

11:1.3.1 It is agreed that any employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, Shall be granted leave of absence without pay and without loss of seniority by the Board for a period of up to one year. This leave may be renewed for an additional period of up to one year by mutual agreement. It is understood that the Board will bill the Union for the cost of wages and benefits of such employees.

11:1.3.2 At the end of the period granted in Article 11: 1. 3. 1, the employee must exercise his/her seniority rights by returning to his/her former unit or relinquish all such seniority rights. Should the employee return or be returned to the bargaining unit for any reason, he/she must remain with the unit for a minimum period of one hundred and twenty (120) calendar days prior to exercising that privilege again.

11:1.3.3 Where an employee exercises his/her seniority rights by returning to his/her former unit, he/she will be returned to a comparable position.

## 11:2 PERSONAL INJURY

11:2.1 When an employee meets with a personal injury while on duty which prevents him/her from completing his/her scheduled shift and the injury requires medical care, the employee will be compensated for his/her scheduled shift on that day. The employee is required to complete and submit an 'Employee's Report of Injury on Duty" form (Form HR13) not later than the following day. Compensation payments will be made directly to the employee by the Workers' Compensation Board upon acceptance of claim.

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## 11:3 MATERNITY/PARENTHOOD LEAVE

11:3.1 A pregnant employee shall be granted upon request a leave of absence as provided for in Part 7 of the Employment Standards Act

11:3.1.1 Such requests shall be made in writing to the Human Resources Department accompanied by a certificate from the employee's physician estimating the date of birth. Employees wishing extended leave must make application in accordance with the provisions of this article.

11:3.2 The Board reserves the right to require the employee to commence maternity leave when the employee's duties cannot be reasonably performed.

11:3.2.1 Such a leave must continue until the Board is provided with a medical certificate indicating that the employee can resume the regular duties of his/her position.

11:3.2.2 While an employee is on maternity leave, employment is considered to be continuous for the purpose of establishing entitlement to annual vacations, etc. During the absence all pension, medical and other plans continue provided the employee pays the requisite costs of any jointly paid benefit plans.

## 11:4 PARENTAL LEAVE

11:4.1 An employee shall be granted upon request a parental leave as provided for in Part 7 of the Employment Standards Act

11:4.2 In accordance with Article 11:3-Maternity/Parenthood Leave, leave shall be granted upon written application, to only one (1) parent at any one time, in the event that both parents are employees of the District. Such leave granted under Article 11:4 must be continuous.

## 11:5 EXTENDED PARENTAL LEAVE

11:5.1 An employee granted leave under 11:3.1 of this article, who chooses not to return to work at the expiration of that leave, must apply in writing to the Human Resources Department for extended parental leave without pay four (4) weeks prior to the expiration of their leave;

11:5.1.1 Leave without pay shall be granted upon request for a period of up to a maximum of twelve (12) consecutive weeks as extended parental leave;

11:5.1.2 An employee returning from extended parental leave without pay shall do so at a time when continuity and stability in the assignment may not be affected and shall notify the Board four (4) weeks in advance.

## 11:6 USE OF SICK LEAVE

11:6.1 If, at the end of the agreed upon period of leave, an employee is unable to return to duty because of ill health, the employee shall present the Board with an acceptable medical certificate and shall qualify for the sick leave provisions subject to Article 12:4-Sick Leave.

## 11:7 EARLY RETURN AND EMERGENCY SITUATIONS

11:7.1 In the case of an incomplete pregnancy, death of the child, or other special situations, an employee may return to duty earlier than provided in the agreed upon leave to their previous position;

11:7.1.1 an employee intending to make an earlier return to duty will submit a written application to the Human Resources Department and a medical certificate twenty-one (21) calendar days in advance;

11:7.1.2 in emergency situations, the employee's application for leave will be considered on seven (7) calendar days notice;

11:7.1.3 a terminated pregnancy shall be treated as provided for in Part 7 of the Employment Standards Act.

## 11:8 ASSIGNMENT

11:8.1 An employee returning from short-term maternity or parental leave shall be assigned to the same position held prior to the leave. Where the employee cannot be returned to his/her previous position, or where continuity and stability in the assignment may be affected, the employee shall be returned to a comparable position.

11:8.2 An employee returning from extended parental leave shall be assigned to a comparable position within the District.

11:8.3 These items notwithstanding, an employee may choose to apply for another position subject to Article 3: 1 -Job Postings.

## 11:9 PATERNITY LEAVE

11 ^ 1 On the birth of a child or in the case of adoption or legal guardianship, the father may apply in writing to the Secretary-Treasurer or designate and shall be granted one (1) day paternity leave with pay.

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#### 11:10 BEREAVEMENT

11:10.1 Regular and school term employees shall be granted up to five (5) days leave of absence with pay following notification of a death in their immediate family, being spouse, son or daughter, parent or guardian.

11:10.2 Regular and school term employees shall be granted up to three (3) days leave of absence with pay following notification of a death in their immediate family (i.e. brother, sister, mother-in-law, father-in-law, grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law). Provided the employee attends the funeral and that day is one other than one of the days above, the employee shall be compensated at his/her regular straight time hourly rate for hours lost from his/her regular schedule on the day of the funeral. Days taken are to be consecutive and cannot be split once notice of death is received by employee.

11:10.3 If necessary, additional leave without pay shall be granted for travel and estate affairs.

11:10.4 If necessary, up to one-half (1/2) day will be granted without loss of pay to attend a funeral as a pall-bearer provided such employee notified, in writing, his/her Supervisor or the Human Resources Department for Clerical and Special Education employees.

#### 11:11 JURY DUTY

11:11.1 The Board will pay a regular or school term employee who is required to serve as a juror or is subpoenaed as a witness, the difference between his/her normal daily earnings and the payment he/she received for jury or witness service. The employee will present proof of service and the amount of pay received before payment is made.

11:11.2 A regular or school term employee on any shift other than day shift, shall be given sufficient time after court to have reasonable time to rest or to prepare himself/herself for work.

11:11.3 Period of rest shall not be greater than the prescribed time spent in court, including traveling time *to* a maximum of two (2) hours.

11:11.4 Employee(s) involved may be reassigned by his/her Supervisor.

11:11.5 Regular and school term employees shall be compensated for such time at his/her regular rate of pay.

#### 11:12 OTHER

11:12.1 Leave of absence without pay may be granted to any employee requesting such leave for good and sufficient cause. All employees must abide by the current policy and procedure of Leave of Absence, Unpaid, by completing Form HRI4.

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#### 11:13 LEAVE FOR PERSONAL BUSINESS

11:13.1 An employee may utilize one-half (1/2) day total accumulated sick leave credit each calendar year for personal business leave.

11:13.2 For the purposes of this article, Personal Business Leave shall be defined as medical, dental,

leave for financial appointments or pressing family matters such as the birth of a child, bereavement not covered under Article 11:10, or accompanying a family member for an appointment, where such business cannot be conducted outside the employee's regular hours of work.

11:13.3 The employee must apply, in writing, to his/her supervisor with a copy to the Human Resources Department with reasonable notice prior to the time requested, stating the reasons for the request. Approval of such requests will be subject to work schedules and continuity of assignment in the assignment.

11:13.3.1 In the event notice cannot be given, the employee shall advise his/her supervisor prior to leaving the worksite and shall submit confirmation of the request upon return. The problem must be one of major importance, not a mere convenience.

11:13.4 It is not the intent of this provision to provide extension of vacations and/or holidays. If, however, due to factors outside the employee's control, the leave for personal business is required immediately preceding or following a vacation and/or holiday, then such leave shall be granted provided the provisions of this article are adhered to.

11:13.5 Employees working less than 1.0 M will be granted such leave on a pro rata basis. Leave shall not be granted if an employee has depleted his/her accumulated sick leave credits.

#### **11:14 LEAVE FOR ELECTIVE OFFICE OR PUBLIC SERVICE**

11:14.1 When a regular or school-term employee is nominated to contest a municipal, provincial or federal election and requires leave, he/she shall provide a written application for leave of absence, without pay, during the election campaign. The employee shall be responsible for benefit premiums while on unpaid leave of absence.

11:14.2 Should the employee be elected as a Member of the Legislative Assembly or Member of Parliament, he/she shall resign his/her position thirty (30) calendar days following his/her election.

#### **11:15 EARLY RETIREMENT INCENTIVE PLAN**

11:15.1 The Board will pay an allowance to regular or school-term employees who resign from the School District before reaching age 65, subject to the following conditions:

The employee must:

- be age 55 or over,
- have completed ten (10) years of service in this District,
- submit an application to the Human Resources Department no later than June 30 in the year in which they wish to retire,
- retire from employment in this District.

11:15.2 An employee shall receive a financial incentive of \$10,000, pro-rated to his/her average FIFE over his/her total years of service. The financial incentive for regular and school-term employees shall be paid once only.

11:15.3 Employees are no longer eligible to participate in the benefit plans.

11:15.4 Employees are not eligible for rehire to regular, school-term, or casual positions within the District.

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## **12: EMPLOYEE BENEFITS**

### **12:1 TEAMSTER - B. C. MASTER EMPLOYEES' PENSION PLAN**

12...1 Teamster - B.C. Master Employees Pension Plan - (Effective January 1, 1982 and including changes made January 1, 1987)

Pension Contributions shall be in accordance with Schedule "A.6".

12:1.2 A regular or school term employee shall join the plan effective on the first day of the month immediately following appointment date.

12:1.3 The Trustees shall establish benefits from time to time in conformity with the sound financial applications of the negotiated contributions.

## 12:2 BENEFITS - COVERAGE

12:2.1 The Board shall pay one hundred per cent (100%) of the premium cost for benefits as established under the Teamsters' Transport Health and Welfare Trust Plan.

12:2.2 A regular or school term employee shall join the plan effective on the first day of the month immediately following appointment date.

12:2.3 The Trustees of the Health and Welfare Trust Plan shall from time to time establish benefits in conformity with the sound financial applications of the negotiated contributions.

## 12:3 EMPLOYEE ASSISTANCE PLAN

12:3.1 The Board shall pay one hundred per cent (100%) of the cost of an Employee Assistance Plan.

12:3.2 Access of the employee's family physician.

12:3.3 Each eligible regular or school-term employee and their eligible dependents will be entitled

## 12:4 SICK LEAVE

12:4.1 Subject to Article 12:4.6, all regular, school term and probationary employees shall be entitled to annual sick leave accumulation on the following basis:

12:4.1.1 regular full-time employees shall be granted **six** (6) days on January 1st, non-accumulative;

12:4.1.2 full-time school term employees shall accumulate on the same basis as a regular employee. School term employees working less than full-time shall accumulate on a pro rata basis in the same manner as above.

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12:4. Paid sick leave shall be applied as follows:

12:4.2.1 one-half (1/2) day's paid sick leave for the first day of absence provided that day is a regular work day;

12:4.2.2 in the event an employee has worked less than half his/her regularly scheduled shift and is unable to continue work due to illness, upon approval by his/her supervisor, the employee may access his/her annual sick leave accumulation. The employee will receive regular pay for the hours worked and paid sick leave for the number of hours required **to** pay the employee the equivalent of up to a total of one half day's regular pay for that day. For the purposes of this article, this day shall be considered the first day of absence.

12:4.2.3 in the event **an** employee has worked one-half (1/2) of his/her regularly scheduled shift or

greater, but less than a full shift, and is unable to continue work due to illness, upon approval by his/her supervisor the employee may access his/her annual sick leave accumulation. The employee will receive regular pay for the hours worked and paid sick leave for the number of hours required to pay the employee the equivalent of one (1) day's regular pay for that day. For the purposes of this article, this day is to be considered a day worked.

12:4.2.3.1 It is not the intent of this provision to provide leave for appointments or reasons other than bona fide illness necessitating absence from work. Prior to exercising this provision, the employee must receive approval and such approval must be recorded on the employee's time sheet.

12:4.2.4 one (1) full day's paid sick leave for each of the second (2nd) and third (3rd) days of sickness provided those days are regular work days;

12:4.2.5 in the event an employee is absent on the fourth (4th) day and is eligible and approved for Weekly Indemnity benefits, the employee will receive paid sick leave for the number of hours required to pay the employee up to a total of one-half (1/2) day's paid sick leave for the first day of absence.

12:4.2.6 A day's pay for employees will be the normal daily hours scheduled.

12:4.2.7 It shall be the responsibility of the employee to claim for accredited sick leave on such forms as the Board may prescribe.

12:4.3 Any proven abuse of the Sick Leave provisions may subject the employee to immediate dismissal without recourse to the Grievance Procedure.

12:4.4 A medical certificate may be required to claim benefits under this provision.

12:4.4.1 Such medical certificates shall include the date of the examination, the nature of the illness, and the estimated date of return to work.

12:4.5 The employee's share of the Unemployment Insurance Premium reduction resulting from registration of the cumulative sick leave plan with the Unemployment Insurance Commission as a Wage Loss Replacement Plan qualifying for premium reduction shall be applied to the Board's share of the cost of increased employee benefits.

12:4.6 Leave will only be granted due to illness or medical reasons. Maternity leave is excluded from this section (See Article 11:3-Maternity/Parenthood Leave). Regular and school term employees will notify the Board as soon as possible if they are absent from duty because of illness or medical reasons, and are expected to give the Board reasonable notice of their anticipated return to work.

12:4.7 To receive consideration for sick leave/weekly indemnity entitlement, written approval must accompany the time sheet (Article 12:4.4). The regular and school term employee may be required to contact his/her immediate Supervisor or designate each day while absent from work. Clerical and Special Education staff are required to notify the Human Resources Department in this instance.

12:4.8 An employee, at a designated time during the employee's scheduled hours of work, including when in receipt of weekly indemnity benefits, may be required to be examined by the Board's physician. The Board will bear all medical expenses and compensate the employee for all time absent from work while attending the physician.

12:4.9 If there is no unused sick leave accumulation in accordance with the Sick Leave Plan, leave will be granted without pay until eligibility requirements are met for weekly indemnity benefits, providing a doctor's letter specifying the reason for the continuing unpaid absence and anticipated return date is received.

## **12:5 AUGMENTATION OF PERSONAL BUSINESS LEAVE**

12:5.1 A regular, school-term, or probationary employee may carry over to the subsequent calendar year unaccrued sick leave credits (Article 12:4.1.1-Sick Leave) on a full-time equivalent (FTE) basis, for the purposes of augmenting his/her leave for personal business (Article 11:13). Sick leave credits carried over for the purposes of leave for personal business shall not accumulate and must be utilized within the following calendar year. Such carry over shall be in accordance with the following schedule:

12:5.1.1 three (3) but less than four (4) non-accumulated sick leave credits as of December 31 of the calendar year, the employee shall be entitled to carry over one-half (1/2) day for the purposes of leave for personal business;

12:5.1.2 four (4) but less than five (5) non-accumulated sick leave credits as of December 31 of the calendar year, the employee shall be entitled to carry over one (1) day for the purposes of leave for personal business;

12:5.1.3 five (5) or more, to a maximum of six (6), non-accumulated sick leave credits as of December 31 of the calendar year, the employee shall be entitled to carry over one and one-half (1-1/2) days for the purposes of leave for personal business.

12:5.2 It is not the intent of this article to provide for the accumulation of sick leave credits.

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## **13: GENERAL PROVISIONS**

### **13:1 TRAVEL**

13:1.1 An employee who is requested by the employer to use his/her vehicle for School Board purposes and consents to such use will be reimbursed at the rate set by the Board in Board Policy. All mileage must be certified by the employee's immediate Supervisor on the form provided.

13:1.2 Employees will not be expected to use their cars for the purpose of transporting equipment or material that would normally be delivered by truck.

### **13:2 TOOLS**

13:2.1 No employee other than a Journeyman/Tradesman will be required to supply hand tools. Such employees may store the required tools, when not in use, on Board property in a place approved by the Supervisor.

13:2.2 A list of such tools shall be given to the Supervisor prior to the Board accepting responsibility for replacement of these tools in case of fire or theft.

13:2.3 The Board shall bear the expense of sharpening tools and of repairing and replacing tools damaged or broken in the service of the Board with tools of the same or equivalent manufacture, quality and value. Such repair or replacement shall be made provided the employee advises the Board of the damage at the time of occurrence. The cost of such repair or replacement shall be borne by the Board, subject to verification, and provided the employee advises the Board of the damage at the time of the occurrence.

### **13:3 PROTECTIVE CLOTHING**

13:3.1 Employees working in any unsanitary or dangerous job where normal clothing may be soiled shall be supplied with all the necessary protective clothing by the Board, i.e. smocks, coveralls, gloves, hard hats, rainwear, knee pads and safety toes.

13:3.2 An employee working in the foreman, journeyman/tradesman, general maintenance, gardener, warehouse and delivery classifications shall receive a yearly allowance, in accordance with Schedule



"A", for the purpose of supplying and wearing safety footwear and rubber boots. Such safety footwear and rubber boots shall conform to the Industrial Health and Safety Regulations of the Workers' Compensation Act. This allowance will be pro-rated for employees commencing work in these classifications subsequent to July 1.

### 13:4 BULLETIN BOARDS

13:4.1 The Board shall make available Bulletin Boards at all places of employment for the posting of job vacancies and Union notices.

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### 13:5 EDUCATION ALLOWANCE

13:5.1 The employer shall pay the tuition costs of any course of instruction required and approved by the employer for an employee to better qualify himself/herself to perform his/her job upon successful completion of the course. The employee shall be compensated and reimbursed for any time absent from his/her regular scheduled work day.

### 13:6 PICKET LINES

13:6.1 It shall not be considered a violation of his/her employment when an employee refuses to cross a legal picket line at a place where a legal strike is in progress. Any employee failing to report to work for this reason shall be considered to be absent without pay.

13:6.2 In the event of a picket line, the employee shall contact his/her immediate supervisor or designate to advise he/she does not intend to cross the picket line.

13:6.3 The Board shall initiate the required action to establish the legality of the picket line. The picket line will be deemed to be legal until proven illegal.

13:6.4 During the life of this Agreement there shall be no strike or stoppage of work on the part of the members of the Union, nor any lockout of any employees on the part of the Board.

13:6.5 In the event of a violation of Article 13:6.4, the Union and the Board will instruct their members and representative officers who may be involved to cease such activity and comply with the terms of the Agreement.

### 13:7 ACCESS TO PERSONNEL FILE

13:7.1 An employee may, upon written application to the Human Resources Department, have access to and review his/her personnel file. The file will be made available at a time convenient to the Human Resources Department, however, an employee will not be denied access before seven (7) calendar days have expired.

13:7.2 Access shall also be given to the Union representative provided written permission from the employee(s) is produced.

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### 13:8 NO DISCRIMINATION OR HARASSMENT

13:8.1 Consistent with the provisions of the Human Rights Act of British Columbia, the Board and the Union recognize the right of employees to work in an environment free from discrimination and/or harassment, including sexual harassment.

13:8.2 The Board and the Union shall take such actions as are required with respect to any person

er ging in harassment, including sexual harassment, at the work place.

13:8.3 Further, the Board and the Union support the fostering of a non-sexist environment in all District facilities.

13:8.4 Procedures under this article will be covered under Board policy. Nothing in this policy shall limit an employee's access to the grievance procedure.

### 13:9 OCCUPATIONAL HEALTH AND SAFETY

13:9.1 A District Occupational Health and Safety Committee shall be established by the Board.

13:9.2 In accordance with regulations established by the Workers' Compensation Board the committee shall have joint representation with equal numbers of Union and Board representatives.

13:9.3 The committee shall include no fewer than two (2) members, chosen by and representing the Union.

13:9.4 The committee shall be responsible for:

13:9.4.1 ensuring that the District is in compliance with all Workers' Compensation Board (WCB) regulations,

13:9.4.2 promoting safety,

13:9.4.3 considering recommendations and proposing implementation where warranted, and

13:9.4.4 ensuring that the District is in compliance with the requirements of the Work Place Hazardous Materials Information System (WHMIS).

13:9.5 Committee minutes shall be forwarded promptly to the Union.

13:9.6 The Board shall endeavor to eliminate or reduce specific problems which could endanger the health and safety of the occupants of a facility, when recommended by the Occupational Health and Safety Committee.

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### 13:10 FIRST AID CERTIFICATE

13:10.1 Each facility in the District shall have an employee designated as the First Aid Attendant.

13:10.2 Providing an employee holding a valid First Aid Certificate is designated in writing by the Board and is required to act as a First Aid Attendant in a facility, the Board shall pay the designated employee an allowance in accordance with Schedule 'A' of this agreement for performing duties of the First Aid Attendant:

13:10.2.1 in a facility as determined by the Board requiring basic First Aid and Cardio-Pulmonary Resuscitation (CPR);

13:10.2.2 in a facility as determined by the Board requiring Industrial First Aid and Cardio-Pulmonary Resuscitation (CPR).

13:10.3 Determination of the First Aid levels in each facility shall be the responsibility of the Board and be in accordance with the Workers' Compensation Act and Regulations.

13:10.4 The allowance shall be considered a premium only for services rendered and shall not bear a

direct relationship to an employee's hourly rate of pay.

13:10.5 Where the designated employee is required by the Board to obtain or renew a First Aid Certificate recognized by the Workers' Compensation Board of British Columbia, the Board shall reimburse the employee, upon written application to the Human Resources Department, for the full cost of the course, including examination fees.

#### **14: GRIEVANCE PROCEDURE**

14:1 In the event a difference arises between the Board and an employee(s) concerning the interpretation, application, operation or any alleged violation of this Agreement, the employee(s) will continue to work and the dispute shall be adjusted in accordance with the following procedures.

##### **14:2 DISCUSSION STAGE**

14:2.1 Within ten (10) calendar days of the knowledge of the occurrence, the employee(s) shall first discuss the difference with the appropriate Supervisor/Principal. The employee(s) may elect to be accompanied by a Shop Steward.

##### **14:3 GRIEVANCE PROCEDURE**

###### **14:3.1 Step 1**

14:3.1.1 Within ten (10) calendar days of this discussion, if the grievance is not resolved, the grievance shall be submitted in writing to the employee's(s') Supervisor/Principal, giving a statement of the grievance and the circumstances from which it arose, including the article(s) of the collective agreement allegedly violated.

###### **14:3.2 Step 2**

14:3.2.1 If the grievance is not resolved within ten (10) calendar days of the submission of the grievance in writing, a meeting shall be arranged between the grievor, a representative of the Union or Shop Steward and the relevant Manager or designate. One (1) witness authorized by the Secretary-Treasurer may attend at this step.

###### **14:3.3 Step 3**

14:3.3.1 Failing settlement under Step 2, such grievance shall be referred within ten (10) calendar days to two (2) authorized representatives of the Union and two (2) authorized representatives of the Board.

###### **14:3.4 Step 4**

14:3.4.1 Failing settlement under Step 3, the party alleging the grievance may refer the matter to arbitration within ten (10) calendar days.

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#### **14:4 ARBITRATION**

14:4.1 Where a grievance is formally referred to arbitration in accordance with Article 14:3.4. 1, both parties shall propose, in writing, the name(s) of those acceptable to them as arbitrator(s).

14:4.2 The parties shall agree within seven (7) calendar days of such notice. In the event that the parties are unable to agree on an arbitrator within seven (7) calendar days of the reference to arbitration, the arbitrator shall be appointed by the Minister of Labour, upon request of either party.

14:4.3 The arbitrator shall determine his/her own procedure in accordance with the relevant legislation

ar shall give full opportunity to all parties to present evidence and make representations. The arbitrator shall hear and determine the difference or allegation and shall attempt to render a decision within sixty (60) days of the conclusion of the hearing. The arbitrator will have the power to determine whether the matter is arbitrable within the terms of the Collective Agreement and to settle the question to be arbitrated. The decision of the arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.

#### 14:5 ARBITRATOR'S DECISION

14:5.1 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure except by mutual agreement of the parties.

#### 14:6 COSTS

14:6.1 The costs of the Arbitrator will be borne equally by the Union and by the Board.

#### 14:7 MUTUAL CONSENT

14:7.1 Wherever a stipulated time limit is mentioned in this Article, the said time limit may be shortened or extended by mutual consent of the parties.

14:7.2 Discussion of differences may be waived by mutual consent of the parties.

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#### 14:8 EXPEDITED ARBITRATION

14:8.1 Any grievance that has not been resolved at the conclusion of Step 3, Article 14:3.3, may be referred to expedited arbitration in accordance with the following provision:

14:8.1.1 No matter may be referred to expedited arbitration which has not been properly carried through all previous steps of the grievance procedure, except by mutual agreement of the parties.

14:8.2 The Director of ~~Human~~ Resources and the Union President or Business Representative shall meet within five (5) calendar days of the conclusion of Step 3 (Article 14:3.3) to determine by mutual agreement whether the grievance is suitable for expedited arbitration.

14:8.3 Where the grievance is mutually agreed to be suitable for expedited arbitration the parties shall agree on a single arbitrator within seven (7) calendar days of the referral to expedited arbitration. In the event the parties are unable to agree to a single arbitrator within the seven (7) calendar days, the arbitrator shall be chosen by lot from the list of names proposed by the parties.

14:8.3.1 Within ten (10) calendar days of being appointed, the arbitrator shall hear the grievance and render a final and binding decision within five (5) days of the hearing.

14:8.3.2 The decision of the arbitrator shall be in writing and will set forth in an abbreviated form his/her findings of fact, reasoning and conclusion. The decision shall be in a form deemed appropriate by the arbitrator to convey a decision.

14:8.4 The location of the hearing shall be King Training and Conference Centre or other facility of the Board.

14:8.5 As the process is intended to be non-legal, lawyers shall not be used to represent either party or be present at the arbitration.

14:8.6 All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.



14:8.7 The parties shall equally share the costs of the fees and expenses of the arbitrator.

14:8.8 The expedited arbitrator shall have the same powers and authority as established under the provisions of Article 14:4.

14:8.9 All decisions of the arbitrator are to be limited in application to the particular dispute and are without prejudice. These decisions shall have no precedential value.

14:8.10 It is understood that it is not the intention of either party to appeal the decision of an expedited arbitration proceeding.

14:8.11 No matter may be referred to arbitration in accordance with Article 14:4 where the parties have mutually agreed to refer the matter to expedited arbitration in accordance with Articles 14:8.1 and 14:8.1.1.

#### 14:9 DISCIPLINARY ACTION/ADVERSE REPORT

14:9.1 The Board shall notify an employee of its dissatisfaction in writing and this written reprimand from the appropriate Supervisor/Principal or designate shall become part of the employee's personnel record with a copy forwarded to the Union Business Representative.

14:9.2 An employee will receive a copy of any written reprimand or warning letter placed on his/her personnel file with a copy to the Union. Such written reprimand or warning letter shall become a permanent part of the employee's personal work history. However, any incident causing such written reprimand or warning letter over a period of eighteen (18) months will not be used to compound other disciplinary action against the employee.

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#### 15: DURATION OF AGREEMENT

15:1 This Agreement shall be for the period from and including January 1, 1994, to and including June 30, 1996, and from year to year thereafter, subject to the right of ~~either party to the Agreement~~, at any time within four (4) months immediately preceding the date of the expiry of this Agreement (June 30, 1996) or immediately preceding the last day of June in any year thereafter, by written notice, to require the other ~~party~~ to the Agreement to commence collective bargaining.

15:2 Should either party give written notice as aforesaid, this Agreement shall thereafter continue in full force and effect and neither party shall make any changes in the terms of the said Agreement (or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted or alter any other terms or conditions of employment) until:

15:2.1 the Union shall give notice of strike (or goes on strike), or

15:2.2 the Board shall give notice of lock-out (or the Board shall lock out its employees), or

15:2.3 the parties shall conclude a renewal or revision of this Agreement, or enter into a new collective agreement, whichever is the earliest.

15:3 Should any statute or regulation render any part of this Agreement null and void, the remainder of the term of the Agreement shall continue in effect and in that event, or in the event that legislation or regulation substantially alters the operation or effect of any provision of this Agreement, the parties agree that they will meet forthwith to negotiate in good faith modifications to the agreement which will achieve the original intent of the agreement to the fullest extent legally possible.

IN WITNESS THEREOF the parties have caused this Agreement to be executed this day of, 19 - by

affixing the signature of their officers thereunto lawfully authorized in that behalf.

Board's Proposals - Not presented - Draft Only

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