

School District # 27 (Cariboo-Chilcotin) - IUOE # 959 Contract

BACK TO SUPPORT STAFF CONTRACTS INDEX

SOURCE	School
EFF.	95/07/01
TERM.	97/06/30
No. OF EMPLOYEES	300
NOMBRE D'EMPLOYÉS	AF

THIS AGREEMENT, made this 31st day of October, 1995 between the BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 27 (CARIBOO-CHILCOTIN), Williams Lake, B. C. (hereinafter referred to as "the Board") and THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 959, Williams Lake, B. C. (hereinafter referred to as "the Union"), and ratified on the 1st day of December, 1995 by the British Columbia Public School Employers' Association.

PREAMBLE

WHEREAS the Union has represented to the Board that it is authorized on behalf of all non-teaching employees of the Board as bargaining agent in the matter of rates of pay, salary and working conditions covering the employment of persons engaged by the Board for the carrying out of various services provided by the said Board;

AND WHEREAS the Board recognizes the said Union as the only bargaining agent of the said employees except those excluded by the Act;

AND WHEREAS it is the desire of both parties to this agreement to maintain the existing harmonious relationships between the Board and the Union, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to collective bargaining, and to promote morale, well-being and security of those employees included in the bargaining unit.

NOW THEREFORE this agreement witnesseth and the parties hereto agree with each other as follows:

- CLAUSE 1. Definitions
- CLAUSE 2. Term of Agreement
- CLAUSE 3. Management Responsibilities
- CLAUSE 4. Contracting Out
- CLAUSE 5. Union Recognition and Dues
- CLAUSE 6. Liaison Committee
- CLAUSE 7. Unauthorized Soliciting/Representation
- CLAUSE 8. Grievance Procedure
- CLAUSE 9. Picket Lines
- CLAUSE 10. Working Conditions
- CLAUSE 11. Job Descriptions
- CLAUSE 12. Funding Information
- CLAUSE 13. False Accusation
- CLAUSE 14. Sexual Harassment
- CLAUSE 15. Pay Cheques
- CLAUSE 16. Records of Employment
- CLAUSE 17. New Categories
- CLAUSE 18. Job Substitution
- CLAUSE 19. Allowances:
- CLAUSE 20. Benefits
- CLAUSE 21. Retirement
- CLAUSE 22. Union Business
- CLAUSE 23. Sick Leave
- CLAUSE 24. Family Illness
- CLAUSE 25. Maternity/Paternity/Adoption
- CLAUSE 26. Bereavement
- CLAUSE 27. Jury/Witness Duty
- CLAUSE 28. Voting on Election Day
- CLAUSE 29. Professional Development Activities
- CLAUSE 30. Rest Periods
- CLAUSE 31. Overtime/Overtime Approval
- CLAUSE 32. Call-Outs

CLAUSE 33. Shift Work (afternoon/night/Sunday)
CLAUSE 34. Additional Time
CLAUSE 35. Flex Time
CLAUSE 36. Change of Scheduled Hours
CLAUSE 37. Teacher Assistant Consultation
CLAUSE 38. Minimum Hours for Noon-Hour Supervisors
CLAUSE 39. Statutory Holidays
CLAUSE 40. Holiday Entitlements/Holiday Pay
CLAUSE 41. Absences That Count Toward Holidays and Seniority:
CLAUSE 42. Holiday Periods
CLAUSE 43. Holiday Pay Adjustment
CLAUSE 44. Travel/Accommodation
CLAUSE 45. Coveralls/Rubber Clothing/Gloves
CLAUSE 46. Tools
CLAUSE 47. Medicals
CLAUSE 48. Private Vehicle Damage
CLAUSE 49. Union Notification
CLAUSE 50. Vacancies/Postings
CLAUSE 51. New Employees
CLAUSE 52. Existing Employees - Appointment/Transfer/Promotion/Lay-Off/Evaluation
CLAUSE 53. Apprenticeships
CLAUSE 54. Seniority
CLAUSE 55. Layoff/Bumping
CLAUSE 56. Recall
CLAUSE 57. Discipline/Dismissal
CLAUSE 58. Personnel Files
AUXILIARY SERVICES - SCHEDULE "A"
CLERICAL DEPARTMENT - SCHEDULE "B"
TEACHER ASSISTANT DEPARTMENT - SCHEDULE "C"
YOUTH CARE WORKER DEPARTMENT - SCHEDULE "D"
FIRST NATIONS YOUTH LIAISON WORKER DEPARTMENT - SCHEDULE "E"
CUSTODIAL DEPARTMENT - SCHEDULE "F"
MAINTENANCE DEPARTMENT - SCHEDULE "G"
TRANSPORTATION DEPARTMENT - SCHEDULE "H"
VIDEO DISPLAY TERMINALS
JOB-SHARING
BUS DRIVERS
CLERICAL AND CUSTODIAL FORMULA
PAY EQUITY
NOON-HOUR SUPERVISION
HOLIDAY PAY ADJUSTMENT
MINIMUM HOURS OF WORK

TOP ^

DEFINITIONS AND RECOGNITION

CLAUSE 1. Definitions:

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

- a) "Probationary Employee" shall be defined as a person who is serving a probationary period of ninety (90) calendar days with the Board.
- b) "Permanent Employee" shall be defined as a person who has satisfactorily completed the probationary period and is entitled to all benefits of this agreement.
- c) "Casual Employee" shall be defined as a person who is employed on a day-to-day basis.



d) "Temporary Employee" shall be defined as a person assigned for a definite pre-determined period of over 90 days or for illness, with a probationary period and full benefits including seniority rights while employed. Temporary employees do not have bumping rights at the end of their temporary appointment.

e) "Noon Hour Supervisor" shall be defined as an employee hired on a casual basis to whom no benefits apply except the level 1 rate of pay for a Teacher Assistant, plus statutory holiday pay.

TOP ^

CLAUSE 2. Term of Agreement

a) This agreement shall remain in effect for 24 months, commencing July 1, 1995 through the period ending June 30, 1997. Either party may, within a period of four months immediately preceding the date of expiry of this agreement, require by notice the other party to the agreement to commence collective bargaining.

b) In the event that the parties are unable by the expiry date of this agreement to conclude a collective agreement for the subsequent period, the parties agree that the terms and conditions of employment provided for in this agreement, will continue to apply during bargaining without prejudice to the right of either party to action permitted by Part 5 of the Labour Relations Code, and without prejudice to the provisions of this agreement.

c) In the event that future legislation conflicts with one or more of the terms and conditions of this contract or renders any part of this agreement null and void, both parties agree to meet within one month of either party's request, to determine mutually satisfactory provisions under the new legislation. The remainder of the contract will remain in effect during this process.

d) In the event that there is a conflict between the contents of this Agreement and regulations made by the Board, this Agreement shall take precedence over the said regulation.

TOP ^

CLAUSE 3. Management Responsibilities

The Union recognizes the right of the Board to operate and manage the operation of the school district in accordance with its commitments and responsibilities, and to make and alter, from time to time, rules and regulations to be observed by employees. Such rules and regulations shall not be contrary to the provisions of this agreement.

The Board shall always have the right to hire, assign, discipline, demote, and discharge employees for proper cause, subject to the provisions of this agreement and the Union's right to institute grievance procedure.

a) The Board agrees in exercising its personnel management responsibilities that there shall be no discrimination exercised or practiced with respect to any employee in the matter of hiring, wages, training, upgrading, promotion, assignment, transfer, layoff, recall, discipline, classification, or discharge by reasons of race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation not forbidden by law, sex, marital or parental status, family relationship, place of residence, handicap, nor by reason of his/her membership or activity in the

ur on.

TOP ^

CLAUSE 4. Contracting Out

The employer will not contract out work where it results in a layoff or reduction in hours.

TOP ^

CLAUSE 5. Union Recognition and Dues

a) Every employee who is now or hereinafter becomes a member of the Union, shall maintain his/her membership in the Union as a condition of his/her employment, and every new employee shall, within 15 days of employment become a member of the Union as a condition of continued employment with the provision that the Union will not deny any employee the right to join in accordance with the local bylaws or constitution of the International Union of Operating Engineers.

Deductions shall be made from the payroll at the end of each month, and shall be forwarded to the financial secretary of the Union not later than the fifth day of the month following that for which deductions have been made.

b) Notwithstanding the Board's obligation to provide notice of suspension, layoff or termination, should the Union suspend the membership of an employee the Union will notify the Board in writing at least 5 working days before such suspension and the Board will not employ the suspended member for the duration of the suspension, nor will the Board be liable for any wages during the period of suspension.

c) The Board, at the end of each month, will provide a complete list of Union employees to the Financial Secretary of the Union, showing:

1. Union dues deducted;
2. The name, address and starting date of any new employee;
3. The name, address, and termination date of all

permanent and temporary employees leaving the employment of the School District.

TOP ^

BOARD/UNION RELATIONSHIP

CLAUSE 6. Liaison Committee

The Liaison Committee will exist between the Board and the Union with the following Terms of Reference:

a) Will consist of four (4) representatives and one (1) secretary of the Union and four (4) representatives of the Board, one of whom must be a trustee.

b) Meetings to be held at least monthly during the school year (September to June) unless mutually agreed to meet less frequently. The meetings will be chaired by the Board. Minutes shall be circulated within five (5) working days of a meeting and approved at the next meeting.

c) Discuss matters relating to the interpretations of the

agreement, and when mutually agreed, develop letters of understanding regarding contract issues.

d) Discuss job descriptions for any new positions and changes for existing positions within the Union.

e) Establish salaries for any new positions within the Union.

f) Discuss organizational changes and position re-categorization requests.

g) Discuss, and recommend to the Board, policy items of mutual concern.

h) Establish ad hoc committees to investigate and make recommendations on matters of mutual concern. An agreement for sharing expenses will be established at the time the ad hoc committee is set up.

i) If, at the request of the Board, meetings are held during the normal working hours of a Union representative, the Board will pay the salary costs of a substitute, if approved, for the representative for the meeting time and necessary travel time.

TOP ^

CLAUSE 7. Unauthorized Soliciting/Representation

There shall be no unauthorized lobbying by any member or members of the Union or any member or members of the Board in respect to any matter covered by the agreement.

No employee or group of employees shall undertake to represent the Union at meetings with the Board or supervisory personnel without the proper authorization.

TOP ^

CLAUSE 8. Grievance Procedure

In any differences arising between the parties bound by this agreement concerning its interpretation, application, operation or alleged violation thereof, there shall be no stoppage of work because of such differences, and an earnest effort shall be made to settle the matter promptly in the following manner:

a) An employee who believes that he/she has a justifiable request or complaint may, alone or with his/her shop steward or a member of the grievance committee, discuss the matter with his/her immediate supervisor or departmental supervisor and if it be settled, that shall end the matter. Should the matter not be settled within 10 working days, step b) shall be invoked.

b) The grievance shall be stated in writing together with the redress sought and submitted by the Union's grievance committee to the Secretary-Treasurer. Should this step not settle the matter within 5 working days, step c) shall be invoked.

c) The grievance shall be discussed between the Secretary-Treasurer, the aggrieved employee, and the Grievance Committee of the Union. Should this step not settle the matter within five working days, step d) shall be invoked.

d) The grievance shall be discussed between a Grievance Committee of the Board, the aggrieved employee, and the Grievance Committee of the Union. Failing settlement within 15 working days, step e) shall be invoked.

e) A Board of Arbitration shall be formed to hear the grievance. Either party shall notify the other in writing of the question(s) to be arbitrated, and the name of and the address of its chosen representative on the Arbitration Board. After receiving such notification and statement, the other party shall within five days appoint its representative on the Arbitration Board and give notice in writing of such appointment to the other party. Such representatives shall try to select a third member who shall be the chair. Should the representatives fail to select such a third member within five days from appointment of the last representative, either party may request the Minister of Labour of the Province of British Columbia to appoint a chair. The expenses and compensation of the representatives selected by the parties shall be borne by the respective parties. The expenses and compensation of the chair shall be shared equally between the parties.

f) The Board of Arbitration shall report its decision on the grievance(s) as soon as possible after the appointment of the chair. The majority decision of the Board of Arbitration shall be final and binding on all persons bound by this agreement.

g) Whenever a stipulated time is mentioned herein, the said time may be extended by mutual consent of both parties

TOP ^

CLAUSE 9. Picket Lines

All employees covered by this agreement shall have the right to refuse to cross a legal picket line arising out of a dispute as defined in the Industrial Relations Act of British Columbia. Any employee failing to report for duty shall be considered to be absent without pay. Failure to cross a picket line encountered in carrying out the employer's business shall not be considered a violation of this agreement, nor shall it be grounds for disciplinary action.

TOP ^

CLAUSE 10. Working Conditions

a) **Unsafe Working Conditions:** No employee shall be disciplined for refusal to work on an assignment which has unsafe working conditions or with unsafe equipment that does not meet the standards established pursuant to the Workers' Compensation Act. An inspection shall be carried out by a representative of the Board and the Union to determine the validity of the complaint. In the event that the matter can not be resolved, work shall cease on that assignment or equipment until the WCB can investigate.

b) Employees sent home due to emergency school or facility closure will be paid for the remainder of the employee's normal work day.

c) In the event bus runs are cancelled due to unsafe road conditions or cold temperatures, bus drivers will be paid for the normal work day.

d) Employees unable to attend work due to unsafe weather conditions, and work is available, will be considered absent without pay.

e) Bank Deposits: Employees who are responsible for making bank deposits may, if the amount to be deposited exceeds one thousand dollars (\$1,000.00), decline to make the deposit unless the employee is accompanied by a second employee during working hours.

TOP ^

CLAUSE 11. Job Descriptions

The Board will give the Union a copy of all new and changed job descriptions as they are prepared.

TOP ^

CLAUSE 12. Funding Information

The Board agrees to provide the Union with costing and salary information directly applicable to the contract which is readily available and in a format normally prepared by the Board.

TOP ^

CLAUSE 13. False Accusation

When an employee has been accused of physical or sexual misconduct involving a student, in the course of exercising their duties as an employee of the Board, and if:

a) the Board found the allegations have not been established to be true, and no criminal charges have been laid, or

b) the Board concludes that the allegations have not been established to be true and should criminal charges result, the employee is acquitted of criminal charges in relation to the allegation, or

c) an Arbitrator considering discipline or dismissal of the employee finds the allegation to be false, and no criminal charges are laid, or

d) an Arbitrator considering discipline or dismissal of the employee find the allegation to be false, and, should criminal charges result, the employee is acquitted of criminal charges in relation to the accusation,

the Board and Union shall assist the employee and employee's family with counselling or appropriate assistance as mutually agreed upon to deal with the negative effects of the false allegations. Should an employee be suspended pursuant to this clause, and, a,b,c,d, apply, then the employee shall be reinstated and receive retro-active pay for the time they were suspended.

TOP ^

CLAUSE 14. Sexual Harassment

The Board and the Union do not condone and shall not tolerate any expression of sexual harassment.

a) Sexual harassment is defined as a repeated and unwelcome sexual comment, look, suggestion, request for sexual favours, or any other verbal or physical conduct of a sexual nature made by a person who knows or ought to know it is unwelcome; but may include a single sexual advance made by a person in a position of authority over the recipient when:

i) submission to such conduct is made whether explicitly or implicitly a term or condition of an employee's employment;

ii) submission to or rejection of such conduct by an employee is used as a basis for employment decisions affecting such employee; or

iii) such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile, offensive, or uncomfortable working environment.

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

c) An employee who makes a complaint of sexual harassment shall have the right to apply to the Secretary-Treasurer for a leave of absence at any time after making the complaint. If approved, the leave shall be with pay unless the complaint is found to be without foundation.

d) 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.

e) If desired by the complainant, 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, with or without the presence of a Union representative, at the complainant employee's choice.

If desired by the complainant, a written allegation of sexual harassment within the school district will be investigated by the Secretary-Treasurer and the results reported to the Board.

f) If no agreement for resolution of the complaint has been reached or an agreement for resolution has been reached by the alleged offender, a complaint may be filed with a senior Board official. The senior Board official shall convene a meeting of the complainant and the alleged offender and each may be accompanied by a representative of the Union or another Board employee. Both parties shall attempt to reach agreement on a course of conduct.

g) In the event that the issue remains unresolved after f) above, a grievance may be submitted.

h) An employee 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, transfer of the offending party and/or dismissal.

TOP ^

SALARIES, ALLOWANCES, AND BENEFITS

CLAUSE 15. Pay Cheques

a) All employees, including casuals when feasible, will be

paid through a bank deposit system.

b) All appointed employees will be paid monthly on the last working day of the month with a mid-month advance, if requested by the employee, to be paid on the fifteenth of the month, or, should the fifteenth fall on a weekend or holiday, on the last working day prior to the fifteenth.

c) The Board shall send out all appointed employees' mid-month advance cheques so that all employees shall receive such cheques on the 15th day of each month or the closest working day prior to the 15th. The end-of-month payment shall be received by all employees on the last working day of the month. Salaries, wages, allowances and classifications of personnel shall be in accordance with the schedule(s) attached to this agreement.

TOP ^

CLAUSE 16. Records of Employment

Upon notification to the payroll department, records of employment shall be prepared within five working days of the last day worked, except when mass lay-offs occur, in which case records of employment shall be prepared within 15 working days of the last day worked.

TOP ^

CLAUSE 17. New Categories

If it is found necessary to engage the services of a permanent employee in a category not provided for in this agreement, the matter shall be determined by the Board and the Liaison Committee. This shall not apply to casual employees who shall be paid at a rate not less than the basic rate paid in the department in which he/she is employed.

TOP ^

CLAUSE 18. Job Substitution

If an employee is directed by his/her supervisor to substitute on a job of a higher classification during the absence of another employee and satisfactorily performs all duties of the job for one-half of a day as decided by his/her supervisor, he/she shall receive the rate for the job from the first day of the substitution, or

if an employee is directed by his/her supervisor to substitute on any job during the absence of another employee for a period of 10 consecutive days or more, he/she shall receive the rate for that job or his/her regular rate, whichever is greater, retroactive to the first day of the substitution.

TOP ^

CLAUSE 19. Allowances:

(NOTE: the lead hand and first aid attendant appointments shall be at the discretion of the Board.)

a) Lead Hand: An employee appointed to a lead hand position shall receive, in addition to his/her regular wage, \$150 per month

for the duration of such appointment.

b) First Aid Attendant: An employee appointed as a first aid attendant with an Industrial First Aid Certificate shall receive, in addition to his/her regular wage, 50c per hour for the duration of such appointment.

An employee appointed as a first aid attendant (Survival First Aid) in a school shall receive, in addition to his/her regular wage, 20c per hour for the duration of such appointment.

c) Additional Trade Certification: Certified tradesmen (other than casual employees) possessing more than one valid trade certification, that additional trade being relevant for use in the maintenance department, will receive an allowance of 25c per hour for each additional trade certification.

d) In recognition of the School District's current need of one individual with a Class "A" Electrical Ticket and one individual with a Class II Gas Certificate, the Board will pay \$250 each per month in addition to the certified tradesman rate.

TOP ^

CLAUSE 20. Benefits

a) Pro-Rating of Benefits: Benefits will be pro-rated for permanent and temporary employees that are less than half time.

b) Medical: The Board will pay 100% of the premiums in the Medical Services Plan of B. C.

c) Extended Health: The Board will pay 100% of an approved Extended Health Benefits Plan, including vision care at \$100 (\$200 effective November 1, 1993) every two year period per dependent; and hearing aid benefit for adults and children in the amount of \$500 every five calendar years. Only one coverage per family within the School District will be allowed.

d) Dental: The Board will pay 65% of a recognized dental plan for eligible employees and dependents; this dental coverage will be in three categories: single, married couple, married with children, with a \$1000 orthodontics lifetime limit. Only one coverage per family within the School District will be allowed.

e) Life: The Board will pay 65% of the premiums in the Great West Life Group Insurance Plan (the amount of insurance is 3 x annual salary) for permanent and temporary employees employed 50% or more.

f) Short/Long Term Disability: The Board will obtain Short and Long Term Disability Insurance coverage for employees in consultation with the Union. Employees will pay the full premium costs for the Long Term Disability in order that the benefit, when received, is non-taxable.

The Board will continue to pay its share of premiums for other benefit plans while an employee is on short term disability and for one year while on long term disability.

g) Employee and Family Assistance Plan: The Board will pay 50% of the premiums for an Employee and Family Assistance Program.

h) Benefit Exceptions for Some Employees:

Casual employees shall receive 40c per hour in addition to the normal rate of pay in lieu of medical and sick leave benefits.

i) Death Benefits: Benefit premiums will be paid on behalf of an employee's family for three months after the death of an employee. The full month's salary for the month during which an employee's death occurred, will be paid to the employee's family.

Upon the death of an employee, his/her estate shall be paid two days for each year of service to a maximum of 50 working days, pro-rated. Accumulated sick leave benefit also will be paid to an employee's estate under the provision of Clause 20 .1.

j) Rural Days: Rural permanent employees shall have 2 days off with pay (pro-rated) each year to attend to business in the City, as authorized by the departmental supervisor. The relevant schools are: Alexis Creek, Anahim Lake, Big Creek, Dog Creek, Likely, Naghtaneqed, Puntzi, & Tatla Lake.

k) Long Service Recognition:

i) Employees will receive a salary increase of \$20 per month for every four years of service pro-rated to their full time appointment. Payment will be made in the month following the anniversary date.

ii) After 10 years of continuous service an employee who resigns, retires or is terminated without proper cause shall be paid two days for each year of service to a maximum of 50 working days, pro-rated to their full time appointment.

l) Sick Leave Benefit: Sick leave will be accumulated at the rate of one day per month from commencement date of employment on a pro-rata basis for all employees except casual. If the Board cancels its contract covering short and long term disability benefits, sick leave will be accumulated at the rate of 1.5 days per month.

Accumulated sick leave shall be paid to an employee on a pro-rata basis upon termination or resignation, or in the case of death, to an employee's beneficiary as follows:

i) After five years continuous service, a person leaving the employ of the Board shall receive 25% of his/her accumulated sick leave to a maximum of 30 days.

ii) After 10 years of continuous service, a person leaving the employ of the Board shall receive 50% of his/her accumulated sick leave to a maximum of 60 days.

iii) After 15 years of continuous service, a person leaving the employ of the Board shall receive 75% of his/her accumulated sick leave to a maximum of 90 days.

iv) After 20 years of continuous service, a person leaving the employ of the Board shall receive 100% of his/her accumulated sick leave to a maximum of 120 days.

If an employee reaches the age at which retirement is mandatory and that employee is within six (6) months of receiving the next increment in sick leave benefit payment, the employee will receive payment as if that next increment had been achieved.

TOP ^

ARTICLE 21. Retirement

Employees shall resign their position on attaining their sixty-fifth (65th) birthday.

TOP ^

LEAVES OF ABSENCE

CLAUSE 22. Union Business

a) Authorized representatives of the Union who are in the employ of the Board shall have the right to attend meetings between the Board and the Union held during working hours without loss of pay when processing grievances or negotiating a revision or renewal of this agreement. The number of Union representatives who are employees of the Board shall not exceed five for grievances, plus the aggrieved and five for negotiations.

b) Any member of the union who is required to attend a Union convention or perform any other function on behalf of the Union and its affiliation, necessitating a leave of absence, shall, upon application to the Secretary-Treasurer of the Board, be granted leave of absence without pay, provided such notice is received by the Secretary-Treasurer not less than 24 hours prior to the commencement of the leave. Such leaves shall not be unreasonably withheld. For the President, such leaves shall not exceed 50 working days in any one school year. For all other Union members, such leaves shall not exceed 25 working days individually and 50 working days in total in any school year. For Union members other than the President, additional time may be granted by the Secretary-Treasurer.

TOP ^

CLAUSE 23. Sick Leave

a) Pay will be granted for sick leave. The Board may require a medical certificate at any time. (physicians, dentists, optometrists or Public Health nurses are considered "medical" personnel.)

b) An employee will notify his/her supervisor promptly in all cases of sick leave and will also notify his/her supervisor when ready to return to work in time for relief to be notified.

c) See Clause 20.k) for information re: accumulation and pay-out of sick leave.

d) Accumulated sick leave may be used to top up approved short-term disability coverage and Worker's Compensation Board coverage to equal full pay.

e) Employees with accrued sick leave shall retain such credit in the event of a layoff while they have seniority rights.

f) An employee who is injured during working hours, and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at his/her regular rate of pay without deduction from sick leave. The Board may require a medical certificate stating that the employee is unfit to return to work to finish that shift from a doctor, nurse or first aid attendant.

g) An employee on short term disability shall contact his/her supervisor at least bi-weekly to update the status of his/her leave. At least one week's notice shall be given to return to work.

h) An employee who has used up any portion of his/her sick leave entitlement because of a non-compensable sickness or accident, may at his/her option have all or part of the sick leave entitlement restored upon repayment to the Board of salary paid while on sick leave, if and within six months of the time that the employee receives a settlement from a third party.

TOP ^

CLAUSE 24. Family Illness

a) Family Member Illness: Employees will be allowed to use three days of accumulated sick leave per year for family member illness for travel to specialists, providing there is a medical certificate. Family is defined as wife, husband, child, brother, sister, parent, grandparent, father-in-law, mother-in-law.

b) Family Care: employees may be granted up to five (5) days per calendar year of their sick leave entitlement if their presence is required during an illness in the immediate family. Immediate family is defined as per Clause 26, Bereavement.

TOP ^

CLAUSE 25. Maternity/Paternity/Adoption

a) Maternity, paternity, and adoption leaves will be approved upon request for up to 12 months with seniority rights recognized; a further 6 months of maternity leave will be approved with no seniority rights recognized.

b) If the mother dies before or following the birth of the child or she becomes disabled and a male employee qualifies for benefits under Unemployment Insurance Maternity benefits, the provisions in Clause 25. a shall be granted to him.

c) Male employees will be allowed two days of paid paternity leave per year for birth or adoption of their child.

TOP ^

CLAUSE 26. Bereavement

In the event of death in an employee's immediate family, an employee may be absent with pay for a period not to exceed five working days. Immediate family is defined as wife, husband, child, brother, sister, parent, grandparent, father-in-law, mother-in-law, and other persons where authorized by the divisional head.

TOP ^

CLAUSE 27. Jury/Witness Duty

The Board shall pay an employee who is required to serve as a juror

or subpoenaed court witness the full amount of wages he/she would normally receive during such period and the employee shall submit to the Board any money paid for his/her services as a juror or court witness. The employee shall present proof of service and the amount of payment received.

TOP ^

CLAUSE 28. Voting on Election Day

An employee eligible to vote in a Federal, Provincial, or Municipal election or a referendum shall have four consecutive hours during the hours in which the polls are open in which to cast his/her ballot.

TOP ^

CLAUSE 29. Professional Development Activities

a) The Board will pay 100% of course costs when an employee is required to take a course.

b) Employees required by the Board to attend professional development activities on professional days will receive their normal rate of pay for the length of activity they attend.

c) Teacher Assistants and Bus Drivers attending Pro-D days as approved by the Secretary-Treasurer, on their one allotted Pro-D day, will be paid for the length of activity they attend.

HOURS OF WORK

(NOTE: The hours of work for each department are shown in the appropriate schedule to this agreement.)

TOP ^

CLAUSE 30. Rest Periods

a) Rest periods of not longer than 15 minutes duration shall be allowed both in the first half and the second half of each shift of at least 3 hours duration and shall be taken where the employee is actually working.

b) Lunch periods shall not exceed one hour for permanent or temporary employees who work full-time.

TOP ^

CLAUSE 31. Overtime/Overtime Approval

a) Employees will be paid overtime, provided it is authorized by the departmental supervisor.

b) All hours worked up to two hours in excess of regular hours shall be paid for at time and one-half (1.5) the regular hourly rate. All hours worked in excess of two hours of the regular hours shall be paid for at double the hourly rate. All hours worked on Statutory Holidays shall be paid for at triple the hourly rate. When overtime is worked on a Statutory Holiday and work continues past midnight, the triple hourly rate of pay shall apply until the work is completed.

c) Where a permanent employee working on a part-time basis is required to work an extension of his/her regular shift, the employee shall be paid at the applicable rate for the actual hours worked.

d) Overtime rates shall be determined by dividing the gross monthly pay of the employee who works an eight hour day by 174 hours; and by dividing the gross monthly pay of the employee who works a seven hour day by 152 hours.

e) Approved overtime received by the payroll department on or before the 20th of each month will be paid on that month's end cheque.

f) Overtime may accumulate for up to one year and must be cleared by the end of the calendar year.

The balance accumulated may not exceed 80 hours at any time.

Employees will not be required to take time off in lieu of payment for overtime.

The employee must specify whether he/she wishes to take payment or time off when the time sheet is submitted.

TOP ^

CLAUSE 32. Call-Outs

Any employee called in to work outside the employee's normal working hours shall be paid a minimum of four hours pay at the applicable rate as provided in Clause 31 above. If an employee is called out again within four hours of the first call-out, no further payment will be paid unless actual working time extends beyond the original four hours. Payment will then be made for actual time worked beyond the four hours at the applicable overtime rate.

TOP ^

CLAUSE 33. Shift Work (afternoon/night/Sunday)

a) In the event any employee is required to work an afternoon shift, the regular half-hour lunch period shall be considered as a portion of the total hours worked. This payment for the half-hour lunch period is recognized in lieu of and a substitute for any other form of remuneration for a shift differential.

b) Any employee on night shift shall work seven hours, inclusive of a one-half hour lunch period, and shall be paid for eight hours.

c) Sunday afternoon shift workers shall receive an additional 50c per hour.

d) Afternoon and night shift differentials will be available to four-hour appointments or greater, on a pro-rata basis.

TOP ^

CLAUSE 34. Additional Time

If during the school year it is required that additional time in

excess of one hour per day be granted to a part-time employee, such hours may be granted on a temporary basis without posting. If these hours are to continue beyond the current school year, the position will be posted prior to the start of the next school year, and shall become the regular hours.

TOP ^

CLAUSE 35. Flex Time

The Board agrees that wherever possible, an employee's hours may be adjusted by mutual consent so long as the employee's regular hours' total is not reduced.

TOP ^

CLAUSE 36. Change of Scheduled Hours

During school breaks where twelve (12) month employees are normally scheduled to work, the current work practice at each work site will not be changed except with the mutual agreement of the Union, the Board, and a majority of the employees involved.

TOP ^

CLAUSE 37. Teacher Assistant Consultation

Teacher Assistants who work six (6) hours or less per day and who are required by the teacher for consultation, and who otherwise are unable to meet during their normal working hours for whatever reason may be granted up to one hour per week with pay at the request of the teacher and with the prior approval of the principal in order to meet for consultation at a mutually agreeable time.

TOP ^

CLAUSE 38. Minimum Hours for Noon-Hour Supervisors

Noon-Hour Supervisors shall be paid for a minimum of one hour for each lunch break they work.

HOLIDAYS

TOP ^

CLAUSE 39. 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, Good Friday, Easter Monday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, British Columbia Day, or the days proclaimed under the laws in their stead or other days proclaimed by Provincial or Federal law.

b) At no time may a Statutory Holiday be exchanged for whatever reason.

TOP ^

CLAUSE 40. Holiday Entitlements/Holiday Pay

The following applies to permanent and temporary employees only.

a) During a calendar year in which an employee has been employed by the Board for less than one year prior to January 1 of the following year, he/she shall be entitled to a vacation equal to 4% of the number of days worked prior to the above-stated January 1, with pay.

b) Except for a) above, paid holiday entitlements are as follows:
 Years of Service 12-Mos. Employee

Entitlements	10&11 Mos. in Current Year	Entitlements
4.0%	1st	10 days
6.0%	2nd	15 days
6.8%	3rd	17 days
7.2%	4th	18 days
7.6%	5th	19 days
8.0%	6th	20 days
8.4%	7th	21 days
8.8%	8th	22 days
9.2%	9th	23 days
9.6%	10th	24 days
10.0%	11th	25 days
10.4%	12th	26 days
10.8%	13th	27 days
11.2%	14th	28 days
11.6%	15th	29 days
12.0%	16th	30 days
12.4%	17th	31 days
12.8%	18th	32 days
13.2%	19th	33 days
13.6%	20th	34 days
14.0%	21st	35 days
14.4%	22nd	36 days
14.8%	23rd	37 days
15.2%	24th	38 days

15.6%	25th	39 days
16.0%	26th	40 days (max.)

(The percentages shown above apply to the "year's" total earnings)

Accumulated holiday time will be shown as hours accumulated.

c) The final cheque for wages issued to an employee whose services are terminated by the employee or the Board will include a holiday pay adjustment, plus or minus, to reflect the current year's entitlement.

d) Employees whose jobs involve work days of different lengths during the week will receive Statutory Holiday pay equivalent to the average of their normal working days. Casual employees will receive 4.2% of salary on each cheque in lieu of Statutory Holiday pay.

TOP ^

CLAUSE 41. Absences That Count Toward Holidays and Seniority:

The following absences with pay shall be considered as days actually worked for determining vacation with pay:

- absence on Worker's Compensation up to a period of one year.
- absence due to illness up to a period of one year
- absence due to bereavement in accordance with this agreement
- absence due to time served on jury duty in accordance

with this agreement

- any other paid leaves of absence
- vacation with pay

TOP ^

CLAUSE 42. Holiday Periods

a) An employee's vacation shall, where practicable, be granted at the time requested, but in all cases, the commencement date must be at the convenience of the Board.

b) Holiday entitlements are to be taken in at least 1/2 day increments.

c) Employees who have commenced their annual vacation shall not be called back to work.

d) Preference in choice of individual employee's vacation dates shall be determined by seniority of service.

e) Employees may carry over up to 10 days of vacation to the next year.

f) All twelve (12) month school secretaries and custodial staff covered by this agreement shall be allowed to take any holiday entitlement in excess of twenty-five (25) days during the school year.

g) When an employee is on vacation and a statutory holiday falls within that period, the statutory holiday shall not count as a day of vacation.

TOP ^

CLAUSE 43. Holiday Pay Adjustment

10-month employees shall receive holiday pay with each month-end cheque

12-month employees shall receive holiday pay on extra hours and overtime paid at each month end.

EXPENSES

TOP ^

CLAUSE 44. Travel/Accommodation

a) When employees are required to work out of town, attend workshops or seminars, expenses will be paid in accordance with Board policy.

b) Out-of-town accommodation shall be provided for employees. Where possible, such accommodation will be separate and will be either hotel or motel, with bath.

c) The Board shall pay expenses for toiletry items as approved by the Secretary- Treasurer for unexpected overnight trips on Board business.

d) When an employee supplies his own transportation, reimbursement of expenses shall be in accordance with Board policy

TOP ^

CLAUSE 45. Coveralls/Rubber Clothing/Gloves

a) The Board shall maintain a reasonable number of coveralls and suits of rubber clothing in the maintenance shop(s) for the use of maintenance employees engaged in abnormally dirty or wet working conditions.

b) The Board shall pay 100% of the cost of a coverall service (provision and laundering scheme) for mechanics, painters, and roofers in School District garages.

c) Work gloves will be provided on the agreed basis for those employees requiring them for safety's sake.

TOP ^

CLAUSE 46. Tools

a) Where an employee supplies his/her own tools, as prescribed by the Board, the Board shall pay a \$250 annual tool replacement fee to the employee.

b) Where the Board requires an employee to supply his/her own tools, should the employee have any or all of his/her prescribed tools lost through theft or fire in the course of employment, the Board agrees to replace them at no cost to the employee.

TOP ^

CLAUSE 47. Medicals

The Board shall pay the cost of medicals required by bus drivers to obtain and maintain their licenses.

TOP ^

CLAUSE 48. Private Vehicle Damage

a) Where an employee's vehicle is damaged or caused to be damaged by a person in the care and custody of the employee working as directed by the Board, or as a direct result of the employee being employed by the Board and there is no negligence by the employee, the Board shall reimburse the employee the cost of any deductible portion of insurance coverage on the vehicle to a maximum of \$ 100.

b) The Board will reimburse an employee whose motor vehicle is damaged due to vandalism, subject to the following:

i) At the time the vandalism occurs, the employee is in attendance performing the duties directly related to the employee's position.

ii) The damage has been reported in writing to the supervisor or principal; and the police not later than the first school day following the vandalism incident.

iii) The employee agrees to fully cooperate in efforts to identify, prosecute and/or seek restitution from the individual(s) responsible.

iv) The employee is not eligible for compensation for the damage under another fund or insurance policy.

v) The damage is repaired within 3 months.

vi) The amount of reimbursement will be the lesser of:

- the actual repair cost
- the deductible amount of the employee's insurance to a maximum of \$ 100

c) When an employee is required to use his/her own vehicle for School District business, the cost of upgrading from "to and from work" to "business" insurance shall be paid by the board to a maximum of one hundred dollars (\$100.00) per year.

POSTINGS, APPOINTMENTS, PROMOTIONS, TRANSFERS, DISCIPLINE, DISMISSALS

TOP ^

CLAUSE 49. Union Notification

a) The Union shall be notified of all appointments, hirings, rehiring, lay-offs, retirements, terminations, letters of suspension, and letters of reprimand that affect permanent and temporary employees.

b) The Union shall be notified of disciplinary action taken against an employee within five days.

c) The Union will be notified of technological changes which

me reduce the workforce and a process is to be agreed upon to resolve conflicts resulting from technology.

TOP ^

CLAUSE 50. Vacancies/Postings

a) Postings will normally occur within 30 days of a vacancy. The Union will be notified of the reasons in writing when this does not occur.

A decision will be made within 10 working days of the closing date of the posting except for summer vacation and reviewing of departmental structure.

b) The Board will post all vacancies by FAX to all Board offices, schools and shops for 5 general office working days, and if a suitable applicant is not found, the Board may advertise by other means.

c) Postings will contain nature of position, qualifications and skills required, salary rates and hours of work, and the requirements for weekend work, student transportation, shift work, driver's licence.

d) No conditions or qualifications will be added to job requirements on postings without prior discussion with the union.

e) Temporary postings shall occur when vacancies due to illness are expected to be more than 60 calendar days. The Board will post a position as permanent if the position is available due to an illness which is longer than three years in duration. The employee who is ill will retain seniority for the purpose of exercising deferred bumping rights should he/she return to work.

f) The Union will receive 30-day notice of a planned vacancy or change of status of any position due to organizational review. The Board will then advise the Union within a further 30 days of the decision reached.

g) Unsuccessful candidates who have more seniority than the individual appointed to a position will be advised of the reasons(s) for not obtaining the position within 7 days of the appointment, a copy of which will be sent to the Union.

h) Temporary postings occurring due to illness may be terminated with one week's notice. An employee given less than one week's notice shall be given payment in lieu of notice.

TOP ^

CLAUSE 51. New Employees

a) With the exception of casual employees, it is mutually agreed that all employees are hired on probation. The probationary period of employment shall continue for a period of not more than 90 calendar days.

b) If, during the probationary period, the employee is absent on sick leave for more than 10 working days, the probationary period will be extended by that number of days.

c) Extension of probationary periods for a further 90 days, for reasons other than illness, shall be referred to the division head for decision.

d) The employment of probationary employees may be terminated at any time during this period without recourse to the grievance procedure.

e) An employee assigned to a job according to Clause 51 may not apply for another job during the probationary period, unless his/her assignment constitutes a promotion or an advancement.

(In the above paragraph, "promotion" means an appointment to any position of a supervisory nature; "advancement" means an upward change of job category.)

TOP ^

CLAUSE 52. Existing Employees - Appointment/Transfer/Promotion/Lay- Off/Evaluation

a) Probationary, permanent, temporary, and casual employees shall be given preference over outside applicants for all job vacancies, provided he/she has equal knowledge, ability, skills, and experience. Seniority rights are not recognized for casual employees.

b) In making promotions, transfers, and demotions, as well as lay-offs, the required knowledge, ability, skills and efficiency of the employees concerned shall be the primary consideration, and where two or more applicants are capable of filling the position, seniority based on length of continuous service with the Board shall be the determining factor.

c) If an existing employee is transferred to or is the successful applicant for a similar position in the same category, he/she will not serve a probationary period.

d) An employee applying for and appointed to a lesser paying position shall have his/her salary reduced to level two of the category applied for, provided it is within the same department.

e) With the exception of a) above, and notwithstanding the provisions concerning lay-offs, any regular employee who is promoted or transferred will be on probation for a period of 60 calendar days. If, during this probationary period, the employee is absent on sick leave for more than 10 working days, the probationary period will be extended by that number of days.

f) In cases of promotion requiring higher qualifications or certification, the Board shall give consideration to employees who do not possess the required formal qualifications but who are preparing for qualifications or are willing to qualify prior to filling a vacancy. Such an employee will be given six months to qualify and revert to his/her former position if the required qualifications are not met within such time. This may be extended only at the option of the Board.

g) Within the same department, should the probation wage level be lower than that of the employee's previous wage level, then that employee shall be red circled at the higher wage rate for the duration of the probationary period.

h) Once existing employees pass a probationary period in a new position, level two pay will be retroactive to the first day in the new position.

i) In the event the successful applicant proves unsatisfactory, or the position proves unsatisfactory to the applicant during the 60-day probationary period, he/she shall return to his/her former position and salary without loss of seniority. The employee shall give 30-days notice of his/her desire to revert.

TOP ^

CLAUSE 53. Apprenticeships

a) The Board will sponsor an Apprenticeship Training Program if possible and deemed by the Board to be appropriate. An apprentice shall be paid in accordance with the scales shown in Schedules "D" and "E" of this agreement. At no time is a permanent position assured at the completion of the apprenticeship program.

b) When attending government-approved courses connected with the scheme, the apprentices will be paid the difference between their regular salary and the amount paid by Canada Manpower.

TOP ^

CLAUSE 54. Seniority

Seniority is the length of current service that a permanent or temporary employee has with the Board and shall be accrued on a district-wide basis within the bargaining unit.

a) Seniority List:

i) The Board shall maintain a seniority list showing the years of current service, the date upon which each permanent and temporary employee's service commenced, and the department the employee is currently working in. An up-to-date list shall be sent to the financial secretary of the Union and be posted in all departments in January and July of each year.

b) No seniority rights are recognized during a new employee's probationary period, however, upon satisfactory completion of the probationary period, the employee shall then be entitled to seniority dating from the day on which he/she entered the service of the Board

c) Seniority rights are recognized for the first 12 months of approved maternity, paternity, and adoption leaves; any further extension will accumulate no seniority.

d) Years of Service for seniority purposes will be adjusted for a leave of absence without pay in excess of one month, except for Maternity Leave as per part (iii) above.

e) If an employee is promoted to a supervisory position not covered by this agreement, the employee shall retain his/her seniority in the position from which he/she was promoted. Only the employee's service within the bargaining unit will be considered for length of service.

f) In the event of lay-offs subject to Clause 52, such layoffs shall be initiated within the department first concerned, and the employee with the least seniority shall be the first laid off, provided however that such employee laid off, as aforementioned, may exercise his/her seniority with another department, provided he/she is qualified as outlined in Clause 52.b).

g) Permanent and temporary employees who are laid off after less than one year of service shall retain their seniority for a period equal to their months of service.

h) Permanent and temporary employees who are laid off after one year of service shall retain their seniority for a period of one year.

TOP ^

CLAUSE 55. Layoff/Bumping

a) Except as described in d) below, a layoff shall be defined as one of the following:

i) a reduction in the number of permanent employees

ii) a reduction in the regular hours of work of permanent employees as defined in this agreement.

b) Increased length of service in the employment of the Board entitles employees to increased security of employment.

In the event of the elimination of a specific position, the individual in that position will be laid off.

In the event of a general layoff under a) above, permanent employees shall be laid off in the reverse order of their seniority.

c) Permanent and temporary employees with less than two years of service will receive 2 weeks notice of layoff, or pay in lieu.

After two years of service, an employee will receive one month's notice of layoff, or pay in lieu of. All permanent employees will receive written notice of lay-off.

d) In the matter of re-hiring following a lay-off, the employee shall be rehired on the basis of the "last laid off shall be the first re-hired".

e) Permanent employees laid off or bumped may choose one of the following options:

i) Exercise seniority for any position within their department and within their geographic area for which they are qualified in accordance with Clause 52.b).

ii) Should a position as per i) above not be available, then exercise seniority for any position in any department for which they are qualified in accordance with Clause 52.b).

iii) A permanent employee having the hours in their position reduced may choose one of the following options:

1) Accept the reduction in hours and remain in the position,

2) Exercise seniority in accordance with i) and ii)

iv) The right to bump shall not include the right to bump up in job category.

v) Notwithstanding parts i), ii), iii), and iv) above, a Teacher Assistant who works in a one-on-one capacity as a Personal Care Attendant may not be bumped except at the end of a school year.

f) Elimination of Personal Care Attendant position during the school year:

i) Teacher Assistants, who work in a one-on-one capacity as Personal Care Attendants, who are laid off during the school year will:

1) if the student for whom they provide care moves to another school in the district, be given the option of moving with the student or being placed on the recall list, or

2) be offered any long term assignments presently filled with a casual employee and for which they are qualified.

3) be given bumping rights as in e) above, with the provision that they may not bump another Personal Care Attendant except at the end of a school year, and that they may not bump another Teacher Assistant except at Christmas break, Spring break or at the end of the school year.

g) An employee must notify the Board of their wish to exercise their seniority, or be placed on the recall list, or accept a reduction in hours or receive severance pay within 2 days of being notified of being laid off, displaced, or having their hours reduced.

TOP ^

CLAUSE 56. Recall

a) The Board will maintain a recall list, in seniority order, for all permanent and temporary employees who are laid off or have their term expire and have not received severance pay.

b) The Board will hire from the recall list before hiring casuals or anyone from the public provided the employee is qualified as outlined in Clause 52.b).

c) A laid off employee will remain on the recall list in accordance with Clause 54. g) & h) and be eligible to apply for any posted position.

d) Permanent employees who are laid off will be entitled to continue their applicable benefit coverage for 3 months provided they pay the full premium costs.

e) A laid off employee may elect to receive severance pay in accordance with Clause 20. k)(ii) and 1) at the time of layoff or at any time while on the recall list and will be removed from the list at that time.

f) A laid off employee who is not rehired by the end of their recall period will be paid severance pay at that time and will be removed from the list.

g) Employees who are laid off or have their term expire and choose to receive severance pay will not be put on the recall list and will not be entitled to any benefit coverage.

TOP ^

CLAUSE 57. Discipline/Dismissal

a) The Board shall not discipline or dismiss any employee save and except for just and reasonable cause. Should the Board discipline or dismiss an employee, the employee shall be so informed by letter. The letter shall state the reasons for the discipline or dismissal. A copy of the letter shall be forwarded to the Union.

b) The Union will be notified of discipline action taken against an employee within five days.

c) Employees may have a union representative present during an interview involving some disciplinary action or if the employee feels intimidated.

d) A permanent employee may be dismissed only on authority of the Board. The division head or departmental supervisor may suspend an employee, but will immediately report such action to the Board. Such employee and the Union shall be advised immediately in writing of the reason for the suspension or dismissal.

f) At an arbitration in respect of the discipline or dismissal of an employee, no material from the employee's file may be presented unless the material was brought to the employee's attention at least three (3) working days prior to the arbitration hearing.

TOP ^

CLAUSE 58. Personnel Files

a) The District Office file of an employee shall be the only file relied upon by the Board. The Board agrees that only material verified by due process, including formal evaluation reports, and relevant to the employment of the employee shall be maintained in the district file.

b) Employees may attach a rebuttal to any information in their file. Where material critical of the employee is placed in the file, the employee may request to have the material removed two years after the filing, provided that no further material of that nature has been subsequently filed. Such requests will not be unreasonably denied.

BOARD OF SCHOOL TRUSTEES INTERNATIONAL UNION OF
SCHOOL DISTRICT NO. 27 OPERATING ENGINEERS
(CARIBOO-CHILCOTIN) LOCAL 959

Fred Schoennagel
Chair President

Grant MacLeod

Pr. Penner John Mortensen

Rilla Warwick Darrol Floberg

Brian Butcher John Grant
 Superintendent of Schools

Joanne Regush
 Director of Instruction

Judy Oliver

Bob Wanless
 District Principal

ALL PAY SCHEDULES:

1. Level 1 represents the rate payable to employees during their probationary period.
 Upon satisfactory completion of the probationary period, they will progress to level 2.
2. Casual employees may accumulate hours equivalent to three months' continuous service for service with less than a one year break in order to progress to level 2.

TOP ^

AUXILIARY SERVICES SCHEDULE "A"

	July 1, 1996		July 1, 1995	
	Hourly Rate	Monthly Rate	Hourly Rate	Monthly Rate
CATEGORY I				
Kitchen Utility				
Level 1 2389	13.73	2417.67	13.89	
Level 2 2662	15.30	2693.94	15.48	
CATEGORY II				
Cook Utility				
Level 1 2523	14.50	2553.28	14.67	
Level 2 2799	16.09	2832.59	16.28	
CATEGORY III				
Head Cook				
Level 1 2653	15.25	2684.84	15.43	
Level 2 2936	16.87	2971.23	17.07	

CATEGORY IV
 Student Dorm Assistant
 Level 1 2523 14.50 2553.28 14.67
 Level 2 2641 15.18 2672.69 15.36

CATEGORY V
 First Dorm Assistant
 Level 1 2550 14.66 2580.60 14.83
 Level 2 2832 16.28 2865.98 16.47

CATEGORY VI
 Dorm Attendant
 Level 1 3243 18.64 3281.92 18.86
 Level 2 3552 20.41 3594.62 20.66

1. The dormitory attendant and assistant dormitory attendants' hours of work shall be eight hours per day in the period of 0700 to 2300 hours.

All other full time employees in this department shall work eight consecutive hours between 0700 hours and 1700 hours.

TOP ^

CLERICAL DEPARTMENT SCHEDULE "B"

	July 1, 1995		July 1, 1996	
Hourly Rate	Monthly Rate	Hourly Rate	Monthly Rate	

CATEGORY I
 Library Aide
 Switchboard
 Clerk I
 Level 1 2223 14.63 2249.67 14.80
 Level 2 2492 16.39 2521.90 16.59

CATEGORY II
 Accounting Clerk I
 Level 1 2295 15.10 2322.54 15.28
 Level 2 2570 16.91 2600.84 17.11

CATEGORY III
 School Secretary
 Accounting Clerk II
 Resource Centre Secretary
 Education Division Secretary
 Level 1 2428 15.97 2457.14 16.16
 Level 2 2700 17.76 2732.40 17.98

CATEGORY IV
 Booking clerk
 Accounting Clerk III
 Division Head Secretary
 Rural Secondary Library Technician
 Level 1 2556 16.82 2586.67 17.02
 Level 2 2842 18.70 2876.10 18.92

CATEGORY V
 Payroll Clerk

Purchasing Clerk
 Level 1 3083 20.28 3120 00 20.52
 Level 2 3359 22.10 3399 31 22.36

CATEGORY VI
 Community Work Experience/Skills Liaison
 Level 1 3250 21.39 3289 00 21.64
 Level 2 3500 23.03 3542 00 23.30

CATEGORY VII
 Assistant Accountant
 Level 1 3529 23.22 3571.35 23.50
 Level 2 3846 25.30 3892.15 25.61

1. HOURS OF WORK: All regular clerical employees, except Central Dispatch Clerk, shall work a consecutive seven hour day, 35 hours per week, between 0800 hours and 1700 hours, excluding meal break, except during July and August when the hours of work shall be between 0600 and 1800.

TOP ^

TEACHER ASSISTANT DEPARTMENT SCHEDULE "C"

July 1, 1995

July 1, 1996
 Hourly Rate Monthly Rate Hourly Rate Monthly Rate

CATEGORY I
 Teacher Assistant I
 Level 1 2223 14.63 2249.67 14.80
 Level 2 2492 16.39 2521.90 16.59

CATEGORY II
 Teacher Assistant II
 Level 1 2295 15.10 2322.54 15.28
 Level 2 2570 16.91 2600.84 17.11

1. HOURS OF WORK: All Teacher Assistants, except those working at the Williams Lake GROW Centre and the 100 Mile GROW Centre, shall work no more than a consecutive seven hour day, 35 hours per week, between the hours 0800 hours and 1700. GROW Centre T.A.'s hours of work shall be consecutive between 0800 and 2200 hours.

2. Teacher Assistants with certification and/or working in a position requiring special skills will be paid at Category II.

3. All Teacher Assistants working between 12.5 hours/week and 17.5 hours/week as of February 21, 1996 will be considered to be working half-time for benefit purposes under Clause 20.a).

TOP ^

YOUTH CARE WORKER DEPARTMENT SCHEDULE "D"

July 1, 1995

July 1, 1996
 Hourly Rate Monthly Rate Hourly Rate Monthly Rate

CATEGORY I

Youth Care Worker

Level 1 2295	15.10	2322.54	15.28
Level 2 2570	16.91	2600.84	17.11

1. HOURS OF WORK: All Youth Care Workers shall work no more than a consecutive seven hour day, 35 hours per week, between the hours 0800 hours and 1700.

TOP ^

FIRST NATIONS YOUTH LIAISON WORKER DEPARTMENT SCHEDULE "

July 1, 1995

July 1, 1996

Hourly Rate	Monthly Rate	Hourly Rate	Monthly Rate
-------------	--------------	-------------	--------------

CATEGORY I

First Nations Youth Liaison Worker

Level 1 2295	15.10	2322.54	15.28
Level 2 2570	16.91	2600.84	17.11

1. HOURS OF WORK: All First Nations Youth Liaison Workers shall work no more than a consecutive seven hour day, 35 hours per week, between the hours 0800 hours and 1700.

TOP ^

CUSTODIAL DEPARTMENT SCHEDULE "F"

July 1, 1995

July 1, 1996

Hourly Rate	Monthly Rate	Hourly Rate	Monthly Rate
-------------	--------------	-------------	--------------

CATEGORY I

Janitor

Level 1 2698	15.51	2730.38	15.69
Level 2 2991	17.19	3026.89	17.40

CATEGORY II

Senior Janitor

Custodian III - 15,500 or less

Level 1 2817	16.19	2850.80	16.38
Level 2 3110	17.87	3147.32	18.09

CATEGORY III

Custodian II - 15,500 - 40,000

Utility/Rural Delivery

Level 1 2881	16.56	2915.57	16.76
Level 2 3178	18.26	3216.14	18.48

CATEGORY IV

Custodian I - 40,000 or more

Level 1 2930	16.84	2965.16	17.04
Level 2 3225	18.53	3263.70	18.76

1. HOURS OF WORK: All regular custodial employees shall work a forty (40) hour work week of five (5) consecutive days as follows:

DAY SHIFT - eight (8) consecutive hours between 0600 hours and 1800 hours excluding meal break.

AFTERNOON SHIFT - Eight (8) consecutive hours between 1400 hours and 2400 hours including meal break.

NIGHT SHIFT - Seven (7) consecutive hours between 2400 hours and 0700 hours including meal break.

Custodial staff required to open or close schools for any function after school hours will be paid a minimum of two (2) hours pay at the applicable rate per call-out or call-in. If cleaning duties are required, the four (4) hour call-out provisions of Clause 32 shall apply.

2. Custodians shall receive a basic salary plus \$20.00 for the first person supervised and \$10.00 for each additional person supervised.

Custodians in charge of two or more buildings shall be paid \$15.00 per month in addition to their regular monthly wage rate or mileage, whichever is greater.

When a school or building has been determined to have sufficient square footage to establish more than one person (in addition to the custodian) on the same shift, a position of senior janitor shall be established. The senior janitor shall receive a basic salary plus \$10.00 for each person supervised on the same shift.

TOP ^

MAINTENANCE DEPARTMENT SCHEDULE "G"

		July 1, 1995	
July 1, 1996	Monthly Rate	Hourly Rate	Monthly Rate
Hourly Rate			
CATEGORY I			
Labourer			
Level 1 2684	15.43	2716.21	15.61
Level 2 2974	17.09	3009.69	17.30
CATEGORY II			
Semi-Skilled Tradesman			
Level 1 2980	17.13	3015.76	17.33
Level 2 3277	18.83	3316.32	19.06
CATEGORY III			
Storesman			
Tradesman			
Level 1 3243	18.64	3281.92	18.86
Level 2 3552	20.41	3594.62	20.66
CATEGORY IV			
Certified Tradesman			
Level 1 3529	20.28	3571.35	20.52
Level 2 3846	22.10	3892.15	22.36

1. HOURS OF WORK: All regular maintenance employees shall work a consecutive eight (8) hour day, forty (40) hours per week, between 0600 hours and 1800 hours, excluding meal break, or between 1400 hours and 2400 hours, including meal break.

2. There is a separate category for apprentices which contains four annual levels:

Hourly Rate	July 1, 1995		July 1, 1996	
	Monthly Rate	Hourly Rate	Monthly Rate	Hourly Rate
Level 1 2684	15.43	2716.21	15.61	
Level 2 2872	16.51	2906.46	16.70	
Level 3 3181	18.28	3219.17	18.50	
Level 4 3455	19.86	3496.46	20.09	

TOP ^

TRANSPORTATION DEPARTMENT SCHEDULE "H"

Hourly Rate	July 1, 1995		July 1, 1996	
	Monthly Rate	Hourly Rate	Monthly Rate	Hourly Rate
CATEGORY I				
Mechanic Helper				
Level 1 2684	15.43	2716.21	15.61	
Level 2 2974	17.09	3009.69	17.30	
CATEGORY II				
Bus Driver				
Level 1 3195	18.36	3233.34	18.58	
Level 2 3499	20.11	3540.99	20.35	
CATEGORY III				
Mechanic				
Level 1 3243	18.64	3281.92	18.86	
Level 2 3552	20.41	3594.62	20.66	
CATEGORY IV				
Bus Dispatcher				
Level 1 3362	19.32	3402.34	19.55	
Level 2 3672	21.10	3716.06	21.36	
CATEGORY V				
Certified Mechanic				
Level 1 3529	20.28	3571.35	20.52	
Level 2 3846	22.10	3892.15	22.36	

1. HOURS OF WORK: All regular transportation employees, except mechanics, shall work an eight-hour day, 40 hours per week, five consecutive days, between 0600 hours and 1800 hours, excluding meal break. Mechanics shall work an eight-hour day, forty hours per week, five consecutive days, between 0600 hours and 1800 hours, excluding meal break or 1400 hours and 2400 hours, including meal break.
4. On regular posted runs, no bus driver will be paid less than four hours per day for a completed day's work.
5. There is a separate category for apprentices which contains four annual levels:

		July 1, 1995		July 1, 1996	
	Hourly Rate	Monthly Rate	Hourly Rate	Monthly Rate	Hourly Rate
Level 1	2684	15.43	2716.21	15.61	
Level 2	2872	16.51	2906.46	16.70	
Level 3	3181	18.28	3219.17	18.50	
Level 4	3455	19.86	3496.46	20.09	

TOP ^

LETTER OF UNDERSTANDING

July 1, 1992

This letter serves as a "Letter of Understanding" in addition to the collective agreement between the Board of School Trustees of School District No. 27 (Cariboo-Chilcotin) and the International Union of Operating Engineers, Local 959.

VIDEO DISPLAY TERMINALS

The Board and the Union will meet and develop, if required, contract language dealing with employees working with and exposed to Video Display Terminals.

SIGNED AND DATED THIS 4th day of March, 1996.

Brian Butcher
Superintendent of School

Grant MacLeod
President, IUOE, Local 959

TOP ^

LETTER OF UNDERSTANDING

July 1, 1993

This letter serves as a "Letter of Understanding" in addition to the collective agreement between the Board of School Trustees of School District No. 27 (Cariboo-Chilcotin) and the International Union of Operating Engineers, Local 959.

JOB SHARING

1. Definitions:

Sharer - the incumbent of the permanent full-time position that is shared.

Sharee - the employee who shares the position held by the incumbent.

a) Job-sharing arrangements are limited to permanent full-time twelve or ten month positions.

b) Job-sharing arrangements will not exceed a maximum of one twelve-month period, unless approved by the Secretary-Treasurer.

c) Job-sharing arrangements are available to permanent employees only.

d) The sharee may request a leave of absence from their position to accept a job-sharing arrangement. Such leaves of absence shall not be approved beyond one twelve month period.

e) The employer agrees not to increase the work load of the position because of the introduction of job-sharing.

f) There will be no reduction of the sharee's full-time position as a consequence of the related job-sharing arrangements.

g) Employee participation in job-sharing arrangements is totally voluntary.

3. Process:

a) An employee who wishes to enter into a job-sharing arrangement must have approval of the proposal from their supervisor and the Secretary-Treasurer.

b) The time distribution will be mutually determined by the supervisor and the sharer.

c) Eligibility for participation in benefit plans may be affected by a reduction in the work assignment. Participants in a job-sharing arrangement are advised to seek the advice of the Personnel department in this matter.

d) The cost of benefits to the Board shall not increase as a result of job-sharing.

e) The approved job-sharing proposal will be posted as per the term of Clause 50. The position will be clearly identified as a temporary job-sharing arrangement.

f) The sharer and the supervisor will have the opportunity to be involved with the selection process. The sharer will have the option of requesting a cancellation of the staffing process at any point up until the offer of employment is made to the candidate.

g) The distribution of work load of the shared position will be mutually agreed to by the sharer, the sharee and the supervisor.

4. Termination of job-sharing arrangements:

a) A job-sharing arrangement may be terminated without a specific period of notice by mutual consent of all parties to the

arrangements.

b) At the end of the job-sharing arrangement the shared position will revert back to the incumbent of the position. The sharee will return to their former position.

c) Where the sharer in the job-sharing arrangement resigns or transfers, the shared position will be posted, provided that the need for the position still exists. The sharee will resume their former position.

d) Where the sharee in the job-sharing arrangement resigns or transfers, the shared position will revert back to the incumbent who may begin the job-sharing process again.

e) At the conclusion of the job-share arrangement the sharee will have no bumping rights because of a reduction in hours.

5. Extensions to job-sharing arrangements.

Job-sharing arrangements will be reviewed on an annual basis. Where the job-sharing partners and the supervisor mutually agree that an extension to the job-sharing arrangement is desired, such an extension may be approved by the Employer.

SIGNED AND DATED THIS 4th day of March, 1996.

Brian Butcher
Superintendent of School

Grant MacLeod
President, IUOE, Local 959

TOP ^

LETTER OF UNDERSTANDING

January 29, 1980

This letter serves as a "Letter of Understanding" in addition to the collective agreement between the Board of School Trustees of School District No. 27 (Cariboo-Chilcotin) and the International Union of Operating Engineers, Local 959.

BUS DRIVERS

Bus Drivers employed by the School District to transport students on field and athletic trips shall be paid as follows:

1. Straight time only at the applicable rate for the first eight (8) hours driving on the trip in any one particular day and overtime

at the applicable rate for any hours driving on the trip in excess of the at eight (8) hours. When a driver's hours of continuous driving extend past midnight, on a particular trip, this will be deemed an extension of the previous day.

2. For every full day of "lay-over" on a trip, the driver will receive eight (8) hours pay at the straight time rate. e.g. leave on Friday, lay-over Saturday, return Sunday will result in eight (8) hours pay at straight time for Saturday.

3. When overnight stays are involved, the driver will be paid "lay-over" time on the day of returning from a trip starting at 8:00 a.m. until he/she begins driving to a maximum of eight (8) hours. The driver will then be paid for actual driving on the return trip. When "lay-over" time and driving time are combined, drivers will be paid overtime at the applicable rate for hours in excess of eight (8) hours on that day. e.g. Overnight stay and begins driving on the return trip at 2:00 p.m. and drives four (4) hours. Pay will be 6 hours (8 a.m. - 2 p.m.) "lay-over" time at straight time, plus four (4) hours for driving (2 hours at straight time, 2 hours at overtime).

4. The driver will be reimbursed out-of-pocket expenses for lodging and meals while on a trip, in accordance with Board regulations.

SIGNED AND DATED THIS 4th day of March, 1996.

Brian Butcher
Superintendent of School

Grant MacLeod
President, IUOE, Local 959

TOP ^

LETTER OF UNDERSTANDING

October 31, 1995

This letter serves as a "Letter of Understanding" in addition to the collective agreement between the Board of School Trustees of School District No. 27 (Cariboo-Chilcotin) and the International Union of Operating Engineers, Local 959 for the period July 1, 1995 to June 30, 1997.

CLERICAL AND CUSTODIAL FORMULA

The School District agrees that there will be no changes to the clerical formula dated February 23, 1996 or the custodial formula dated September 1, 1994 and revised March 15, 1995.

SIGNED AND DATED THIS 4th day of March, 1996

Brian Butcher
Superintendent of School

Grant MacLeod
President, IUOE, Local 959

TOP ^

LETTER OF UNDERSTANDING

October 31, 1995

This letter serves as a "Letter of Understanding" in addition to the collective agreement between the Board of School Trustees of School District No. 27 (Cariboo-Chilcotin) and the International Union of Operating Engineers, Local 959.

PAY EQUITY

The School District agrees to apply to the appropriate ministry for funds made available for an approved pay equity programme. The Board agrees to disburse any funds granted for the period July 1, 1995 to June 30, 1996 in accordance with the pay equity programme guidelines established by the government.

SIGNED AND DATED THIS 4th day of March, 1996.

Brian Butcher
Superintendent of School

Grant MacLeod
President, IUOE, Local 959

TOP ^

LETTER OF UNDERSTANDING

]

December 1, 1995

This letter serves as a "Letter of Understanding" in addition to the collective agreement between the Board of School Trustees of School District No. 27 (Cariboo-Chilcotin) and the International Union of Operating Engineers, Local 959.

NOON-HOUR SUPERVISION

Notwithstanding Clause 38. (Minimum Hours For Noon-Hour Supervisors), if two employees are employed in a school in capacities other than as noon-hour supervisors (for example, as teachers' assistants) and those two employees share the noon-hour supervision duties, each of them will be paid for one-half hour per day for the days upon which they supervise at the lunch break.

SIGNED AND DATED THIS 4th day of March, 1996.

Brian Butcher
Superintendent of School

Grant MacLeod
President, IUOE, Local 959

TOP ^

LETTER OF UNDERSTANDING

February 20, 1996

This letter serves as a "Letter of Understanding" in addition to the collective agreement between the Board of School Trustees of School District No. 27 (Cariboo-Chilcotin) and the International Union of Operating Engineers, Local 959.

HOLIDAY PAY ADJUSTMENT

Notwithstanding Clause 43. (Holiday Pay Adjustment), all twelve month employees shall receive holiday pay on extra hours and overtime in January of each year.

SIGNED AND DATED THIS 4th day of March, 1996.

Brian Butcher
Superintendent of School

Grant MacLeod
President, IUOE, Local 959

TOP ^

LETTER OF UNDERSTANDING

February 28, 1996

This letter serves as a "Letter of Understanding" in addition to the collective agreement between the Board of School Trustees of School District No. 27 (Cariboo-Chilcotin) and the International Union of Operating Engineers, Local 959.

MINIMUM HOURS OF WORK

All employees in the following departments: Auxiliary, Clerical, Youth Care Worker, First Nations Youth Liaison Worker, and Custodial shall be paid a minimum of one hour at the regular wage if the employee reports for work on any day as regularly scheduled by the Board of School Trustees.

SIGNED AND DATED THIS 4th day of March, 1996.

Brian Butcher
Superintendent of School

Grant MacLeod
President, IUOE, Local 959