

COLLECTIVE AGREEMENT



AN AGREEMENT BETWEEN

BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 27
(CARIBOO-CHILCOTIN)

AND

THE INTERNATIONAL UNION
OF OPERATING ENGINEERS
LOCAL 959

JULY 1, 1997 TO JUNE 30, 2001

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THIS AGREEMENT, made this 16th day of June, 1998 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").

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 I - DEFINITIONS AND RECOGNITION

I.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.

I.2 Term of Agreement

a) This agreement shall remain in effect for 48 months, commencing July 1, 1997 through the period ending June 30, 2001. 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.

I.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 union.

I.4 Contracting Out

The employer will not contract out work performed by bargaining unit members where it results in a layoff or reduction in hours.

I.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 on a bi-weekly basis and these deductions shall be forwarded to the financial secretary of the Union after the next scheduled accounts payable cheque run.
- 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.

CLAUSE II - BOARD/UNION RELATIONSHIP

II.1 Liaison Committee

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

- a) will consist of five (5) representatives 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.

II.2 Safety Committee

There shall be a District Safety Committee comprised of representatives appointed by the Union, the Employer and other employee groups. The number of Employer representatives shall not exceed the total number of appointees by the Union and other employee groups.

II.3 Professional Development Fund

- a) The Board shall contribute to the I.U.O.E. Professional Development fund an initial amount of \$ 11,500.00 for the 1997/98 school year. On July 1 of each following school year, or on receipt of the schedule of distribution from the Union, whichever is later, the Board will "top up" the Professional Development Fund to \$11,500.00.
- b) The Professional Development Fund shall be controlled and administered by the Union's Professional Development committee.
- c) The cost of a substitute may be paid by:
 - i) the I.U.O.E. Pro-D fund at the discretion of the Union's Professional Development Committee
 - ii) the employee him or herself (leave without pay)
 - iii) the Board at its discretion

- iv) a school at its discretion.
- v) any outside agency
- vi) any combination of the above

d) In the event of no agreement as to how substitute costs are to be paid, the employee will not be released for professional development.

e) By September 30 in each year, the Union will deliver to the Board a schedule of the distribution of the total monies paid out of the Professional Development Fund for the 12 month period ending June in the same year.

f) The Pro-D fund will not be required to finance activities which are required of employees by the employer, but will be used for activities which are directly related to the employment responsibilities of the employee.

II.4 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.

No employee shall be required to make any written or verbal agreement with the Board or its representatives which conflict with the terms of this Collective Agreement.

II.5 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 Director of Instruction, Human Resources. Should this step not settle the matter within 5 working days, step c) shall be invoked.
- c) The grievance shall be discussed between the Director of Instruction, Human Resources, 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) The arbitrator is restricted to dealing with the question in the grievance and shall not have the power to change this agreement by adding, deleting, amending, altering or modifying any of its terms and conditions.

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

II.6 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 Labour Relations Code 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.

II.7 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 cannot 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) If an employee commences work on a normal work day and is then sent home because no work is available he/she shall be paid for the remainder of the regularly scheduled workday at his/her regular rate of pay.
- d) 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.
- e) Employees unable to attend work due to unsafe weather conditions, and work is available, will be considered absent without pay.
- f) **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.

- g) Members of the bargaining unit shall not be required to supervise or train volunteers.

II.8 Job Descriptions

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

II.9 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.

II.10 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.

II.11 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 Director of Instruction, Human Resources 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 Superintendent 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.

CLAUSE III - SALARIES, ALLOWANCES, AND BENEFITS

III.1 Pay Cheques

a) All employees, including casuals when feasible, will be paid through a bank deposit system.

b) All appointed employees will be paid bi-weekly on Fridays in accordance with the hourly rates of pay stated elsewhere in this agreement and the time sheets submitted to the payroll department as verified by the employee's supervisor. In the event that a Friday which would normally be a pay day is a statutory holiday, employees shall be paid on the preceding Thursday.

III.2 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.

III.3 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.

III.4 Job Substitution

If an employee is directed by his/her supervisor to substitute on a job during the absence of another employee and satisfactorily performs all duties of the job for a minimum of one-half day he/she shall receive the level 2 rate of pay for the job they are filling in on or their regular rate of pay, whichever is greater.

III.5 Allowances:

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

- a) i) Leadhand: 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.
- ii) A leadhand, in addition to his/her regular duties, under the direction of the appropriate supervisor, shall be responsible for the general direction and daily work assignments of other employees. A leadhand shall neither formally evaluate the work performance of employees nor discipline employees under his/her direction. Should a leadhand have a concern about the job performance of one of the employees under his/her direction, the leadhand shall first communicate his/her concern with the work to the employee concerned and failing resolution, to the appropriate supervisor.

b) First Aid Attendant: Employees appointed as First Aid attendants with an Occupational First Aid Level 1 Certificate shall receive 20c per hour and those employees appointed as First Aid attendants with a Level 2 or 3 Certificate shall receive 50c per hour in addition to his/her regular wage, 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.

III.6 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 \$ 200 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) Drug & Alcohol Treatment: Employees undergoing medically supervised alcohol and/or drug treatment are entitled to sick leave benefits as provided for by this agreement.

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

i) Benefit Exceptions for Some Employees: Casual employees shall receive 40c per hour in addition to their normal rate of pay in lieu of medical and sick leave benefits.

j) 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 III.6 m)

k) 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, Dog Creek, Likely, Naghtaneqed, Puntzi & Tatla Lake.

l) 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.

m) 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.

Sick leave shall be accumulated while an employee is on sick leave provided he/she has hours in his/her sick leave bank. Once an employee has run out of sick leave entitlement in his/her sick leave bank, the sick leave bank is suspended and no further sick leave is accumulated until the employee returns to work.

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.

CLAUSE IV - RETIREMENT

IV.1

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

IV.2

Employees retiring from the School District shall not be required to take any of their holiday entitlement for that year before their termination date.

CLAUSE V - LEAVES OF ABSENCE

For members taking leaves of absence (other than sick leave and WCB leave) of more than 20 working days, the Board will deduct and remit to the Union, in advance, the per capita Union dues for the length of their leave to a maximum of 2 months. If such leave should be longer than 2 months, the per capita Union dues shall be deducted from the first cheque upon the member returning to work.

V.1 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. If, at the request of the Board, meetings for negotiations, liaison or grievances are held during normal working hours of a Union representative and/or grievor, the Board shall pay the salary costs of an approved substitute for the representative or grievor for the meeting time and necessary travel time. Pre-meetings will be billed to the Union. Where Union members are representatives of the Union and must attend committee meetings during normal working

hours at the request of the Board, the Board will pay wages for the employees in attendance and bill the Union for the cost of substitutes. 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 Director of Instruction, Human Resources, be granted leave of absence without pay, provided such notice is received by the Director 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 Director of Instruction, Human Resources.

V.2 Leave to Work for Union:

In the event the Union deems it necessary to have a full-time or part-time position necessitating a leave of absence for an employee, the employee shall, upon application to the Superintendent of Schools, be granted leave of absence as follows. The leave shall be extended, if necessary.

- a) The Board agrees to release the designate of the Union from his/her position.
- b) The Board agrees to continue to pay the designate's salary and to provide benefits as specified in this

agreement. The Board will provide a monthly statement of the salary and benefit costs including accumulated sick leave to the Union for payment.

c) For purposes of pension, experience, sick leave and seniority, the designate shall be deemed to be in the full employ of the Board.

d) The designate, returning to his/her job, shall be assigned to the same position held prior to the release. If the position no longer exists, the designate shall be given bumping rights.

e) In the event the designate is unable to complete the term of office for whatever reason, other than sick leave, the Board shall grant another Union member, designated by the Union, a leave from duties to fulfill the position. The provision of parts, 1, 2, 3, and 4 of this clause shall apply.

f) In the event the designate is absent due to illness the Board shall grant another Union member, designated by the Union, a leave from assigned duties to fulfill the duties. The Board will *continue* to pay the designate's salary provided that accumulated sick leave is available. The Union will reimburse the Board the salary and benefit costs of the Union member who replaced the designate.

V.3 Leave for Elected Office

a) The Employer shall grant on written request, leave of absence without pay for persons seeking election or elected to the Provincial Legislature or Federal Parliament for **up to 5 years** or as mutually agreed by the parties.

b) Employees elected or appointed to municipal or

regional district or public boards shall be granted leave with pay up to a maximum of 20 days in any one school year. Such days off granted shall be deducted from their annual vacation entitlement or from accumulated banked time. If the employee has no vacation entitlement or banked time to draw on, the leave will be without pay.

V.4 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 III.6 m) 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 Workers' 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.

V.5 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, common-law spouse, 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 V.5 a) Family Member Illness

V.6 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 V.6 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.

V.7 Parenthood Leave Without Pay

a) Employees who have completed two years' service with the Board may request parenthood leave in situations where a parent feels it to be necessary to stay home with a dependent child. Except in crisis situations, parenthood leave may be requested only once in every three years.

b) Both male and female employees shall be eligible for parenthood leave, but it may be granted to only one parent at a time in instances where both parents are employed by the Board. Notice is required, in writing, 3 months prior to commencement of the leave. Less than 3 months notice may be considered in a crisis situation.

c) The length of parenthood leave normally shall not exceed 12 months. For teacher assistants and youth care workers, the leave will normally start at school opening in September and be for the duration of that school year. Employees on parenthood leave do not accumulate seniority while on the leave.

d) Employees granted parenthood leave shall advise the Board of their intentions, at least three months prior to their intended return date. Employees returning from parenthood leave shall be returned to their former position, if it still exists.

V.8 Bereavement

a) 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, common-law spouse, child, brother, sister, parent, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law and sister-in-law.

b) Employees may be granted 1/2 day without loss of wages to attend a funeral as a pallbearer.

V.9 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.

V.10 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.

V.11 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 their Supervisor to attend professional development activities on Professional

Development days will receive their normal rate of pay for the length of activity they attend.

- c) Where a Principal, Vice-Principal or Supervisor requires the attendance of an employee at a Pro-D activity, that requirement shall be in writing.
- d) Teacher Assistants and Bus Drivers attending Pro-D days as approved by the Director of Human Resources, on their one allotted Pro-D day, will be paid for the length of activity they attend.
- e) Youth Care Workers attending Pro-D day activities shall be paid for the length of the activity they attend.

CLAUSE VI - HOURS OF WORK

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

VI.1 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.

VI.2 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 will be paid out in the pay period in which it was worked.

f) Overtime may accumulate for up to one year and must be cleared by the end of the calendar year, except that overtime which is worked during the months of November and December may remain on the record past year-end and must be cleared by the end of the next 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.

- g) Where a part-time employee is called out to work on Saturday or Sunday, he/she shall be paid at overtime rates

VI.3 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 VI.2 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.

VI.4 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.

VI.5 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.

VI.6 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.

VI.7 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.

VI.8 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.

VI.9 Minimum Hours for Noon-Hour Supervisors

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

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.

CLAUSE VII - HOLIDAYS

VII.1 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.

VII.2 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 in Current Year	12-Mos. Employee Entitlements	10&11 Mos. Entitlements
1st	10 days	4.0%
2nd	15 days	6.0%
3rd	17 days	6.8%
4th	18 days	7.2%
5th	19 days	7.6%
6th	20 days	8.0%
7th	21 days	8.4%
8th	22 days	8.8%
9th	23 days	9.2%
10th	24 days	9.6%
11th	25 days	10.0%
12th	26 days	10.4%
13th	27 days	10.8%
14th	28 days	11.2%
15th	29 days	11.6%
16th	30 days	12.0%
17th	31 days	12.4%
18th	32 days	12.8%
19th	33 days	13.2%
20th	34 days	13.6%
21st	35 days	14.0%
22nd	36 days	14.4%
23rd	37 days	14.8%
24th	38 days	15.2%
25th	39 days	15.6%
26th	40 days (max.)	16.0%

(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.

VII.3 Absences That Count Toward Holidays and Seniority:

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

- absence on Workers' Compensation
- 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

VII.4 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) Twelve (12) month 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.

h) Where an employee commences vacation and becomes incapacitated through illness or injury, the period of illness or injury will be charged as sick leave rather than vacation provided that:

- i) the period of incapacity persists for at least 3 normal working days, and
- ii) proof of incapacity is provided

VII.5 Holiday Pay Adjustment

All employees other than 12 month employees with accumulated hours in their vacation time-bank may, upon request, receive vacation pay during Christmas, Spring Break, Pro-D days, and/or after school closes in June. All unused vacation entitlement will be paid out by June 30.

12 month employees shall receive holiday pay on extra hours and overtime in January of each year.

CLAUSE VIII - EXPENSES

VIII.1 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 Supervisor 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.

VIII.2 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.

VIII.3 Tools

- a) Where an employee supplies his/her own tools, as prescribed by the Board, the Board shall pay \$ 300 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.

VIII.4 Vehicle Use

Employees who are requested by their supervisor or as a requirement of their job to use their vehicle for Board business shall be reimbursed mileage according to Board Regulations.

VIII.5 Medicals

The Board shall pay the cost of medical examinations for any employee who is required to have a medical for licences or certificates essential to the performance of his/her duties.

VIII.6 Ambulance Fees:

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall be provided to the employees on the following basis: the employee will first make a claim for any costs incurred to their Extended Health Plan. The Board will reimburse the employee for any costs that are not covered by the plan. If an employee is not covered by an Extended Health Plan, the Board will reimburse the employee for the full cost.

VIII.7 Hepatitis Injections

To protect against the contraction of Hepatitis, the Board will reimburse the employee for the costs incurred for injections or medications that are not covered by the Extended Health Benefits plan. If the employee is *not* covered by the Extended Health Benefits plan, the Board will pay 20% of the cost of the medication/injection. This clause applies only to Personal Care Attendants, Plumbers, Custodial staff or those working in a demonstrated at-risk situation. This treatment is on a voluntary basis.

VIII.8 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.

**CLAUSE IX - POSTINGS,
APPOINTMENTS, _____,
TRANSFERS, DISCIPLINE, DISMISSALS**

All employees, as a condition of employment, are required to comply with the Criminal Records Review Act. If through the application of the Criminal Records Review Act, an employee is found to be unsuitable for unsupervised contact with children, the Board may then terminate the employment of that person immediately.

IX.1 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 may reduce the workforce and a process is to be agreed upon to resolve conflicts resulting from technology.

constitutes a promotion or an advancement.

IX.2 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) Any new position being filled by a casual employee shall be posted after a period of 90 calendar days.

g) 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.

h) 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.

i) 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.

IX.3 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 Director of Instruction, Human Resources for decision.

d) The employment of probationary employees may be terminated at any time during this period.

e) An employee assigned to a job according to Clause IX.3 may not apply for another job during the probationary period, unless his/her assignment

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

**IX.4 Existing Employees - Appointment/Transfer/
Promotion/Lay-off/Evaluation/Probation**

- 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) Notwithstanding the provision concerning lay-offs, any permanent or temporary employee who is appointed to a position in a higher category within the same department, or to a position in another department 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.

If a permanent employee is in a new position and probation does not apply, the employee may revert to the position previously held and will give notice to the employer of his/her intention to do so within 30 days of being appointed to the new position.

IX.5 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.

IX.6 Job-Sharing:

- a) Definitions:
Sharer - the incumbent of the permanent full-time position that is shared.
Sharee - the employee who shares the position held by the incumbent.
- b) i) Job-sharing arrangements are limited to permanent full-time twelve or ten month positions.
- ii) Job-sharing arrangements will not exceed a maximum of one twelve-month period, unless approved by the Director of Instruction, Human Resources
- iii) Job-sharing arrangements are available to permanent employees only.
- iv) 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.

- v) The employer agrees not to increase the work load of the position because of the introduction of job-sharing.
 - vi) There will be no reduction of the sharee's full-time position as a consequence of the related job-sharing arrangements.
 - vii) Employee participation in job-sharing arrangements is totally voluntary.
- c) Process:
- i) **An** employee who wishes to enter into a job-sharing arrangement must have approval of the proposal from their supervisor and the Director of Instruction, Human Resources.
 - ii) The time distribution will be mutually determined by the supervisor and the sharer.
 - iii) 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.
 - iv) **The** cost of benefits to the Board shall not increase as a result of job-sharing.
 - v) The approved job-sharing proposal will **be** posted as per the term of Clause IX.2. The position will be clearly identified as a temporary job-sharing arrangement.
 - vi) 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.

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

d) Termination of job-sharing arrangements:

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

ii) 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.

iii) Where the sharer in the job-sharing arrangement resigns or transfers or is the successful applicant for a posted position the job-sharing arrangement will be terminated. The sharee will resume their former position.

iv) 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.

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

e) 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.

IX.7 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 c) above.

- e) i) If an employee is promoted to an excluded position not covered by this agreement, the employee shall retain his/her seniority in the position from which he/she was promoted.
 - ii) An employee joining the bargaining unit after holding an excluded position shall not bump a member of the bargaining unit and shall have the right to apply for vacant positions which have been posted. This shall not prevent a member of the bargaining unit from returning to his/her former position upon the conclusion of a temporary assignment to an excluded position for 60 days or less. If the temporary assignment is to extend beyond 60 days, the extension will be considered by the Liaison Committee and that Committee will determine whether the temporary assignment may continue.
 - iii) 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 IX.4, 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 IX.4. 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.

IX.8 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. Geographic areas are defined in Appendix A.
 - 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.
 - 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.
- h) If, during the bumping process and prior to exercising his or her bumping rights an employee is the successful applicant for a posted position, the employee's current bumping rights are ended.
- i) Deferred bumping rights will be accorded to employees who return to work following an approved Leave of Absence of at least one month's duration and have been laid off or bumped from their position while on Leave of Absence. On return to work the employee will exercise his/her bumping rights in accordance with clause IX.8 g), and the seniority which will apply will be the seniority that applied on the date the employee was laid off.

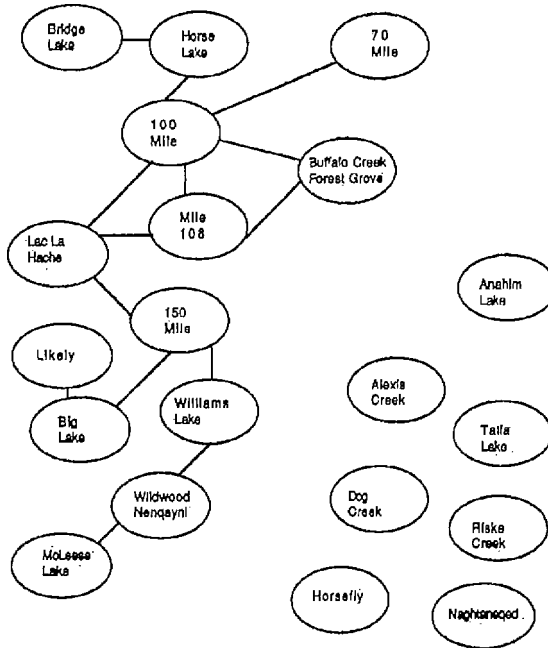
IX.9 Recall

- 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.
- c) A laid off employee will remain on the recall list in accordance with Clause IX.7 g) & h) and be eligible to apply for any posted position.
- d) Permanent and temporary 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 III.6 I) i & ii) 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.

An employee's "geographic area" is defined by reference to this diagram.

Find the employee's location circle. The "geographic area" for that employee is that circle and any other circle(s) to which it is connected by a single line.



IX.10 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) Where a supervisor intends to interview an employee for disciplinary purposes the supervisor will notify the employee in advance of the purpose of the interview in order that the employee may have his Union representative present.
- d) An employee who has successfully completed a probationary period may be dismissed only on the authority of the Board. A supervisor may suspend an employee, but will immediately report such action to the Director of Human Resources. Such employee and the Union shall be advised immediately in writing of the reason for the suspension or dismissal.
- e) 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.

IX.11 Personnel Files

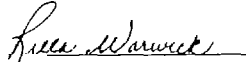
- a) The District Office file of an employee shall be the only file relied upon by the Board. The Board agrees that only material verified by due process, including

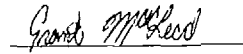
formal evaluation reports, and relevant to the employment of the employee shall be maintained in the district file.

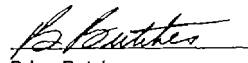
b) Employees may attach a rebuttal to any information in their file. Where material critical of the employee is placed in the file, the employee may request to have the material removed two years after the filing, provided that no further material of that nature has been subsequently filed. Such requests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

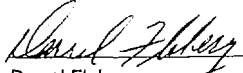
BOARD OF SCHOOL
TRUSTEES, SCHOOL
DISTRICT NO. 27
(CARIBOO-CHILCOTIN)

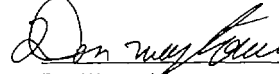
INTERNATIONAL UNION
OF OPERATING
ENGINEERS, LOCAL 959

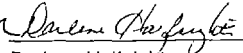

Rilla Warwick
Chair

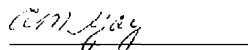

Grant MacLeod
President

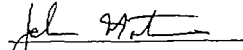

Brian Butcher
Superintendent of Schools

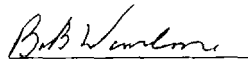

Darrol Floberg

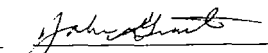

Don Woytowich
Secretary Treasurer

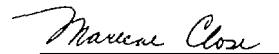

Darlene Halfnights


Anne Goyette
Trustee


John Mortensen


Bob Wanless
Director of Instruction


John Grant


Marlene Close
Personnel Officer

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.
3. Employees will normally have their work scheduled from Monday to Friday with the exception of Dormitory employees, the Central Dispatch Clerk and any other employees that are scheduled to work on Saturday or Sunday as of June 16, 1998.

**AUXILIARY SERVICES
Hourly Rates:**

SCHEDULE 'A'

		1 July/97	1 July/99	1 Jan/00	1 July/00	1 Jan/01
CATEGORY I	Level 1	13.89	14.03	14.17	14.31	14.45
Kitchen Utility	Level 2	15.48	15.63	15.79	15.95	16.11
CATEGORY II	Level 1	14.67	14.82	14.96	15.11	15.27
Cook Utility	level2	16.28	16.44	16.61	16.77	16.94
CATEGORY III	level 1	15.43	15.58	15.74	15.90	16.06
Head Cook	level2	17.07	17.24	17.41	17.59	17.76
CATEGORY IV	Level 1	14.67	14.82	14.96	15.11	15.27
Second Dorm Assistant	level2	15.36	15.51	15.67	15.83	15.98
CATEGORY V	Level 1	14.83	14.98	15.13	15.28	15.43
First Dorm Assistant	level2	16.47	16.63	16.80	16.97	17.14
CATEGORY VI	level 1	18.35	18.53	18.72	18.91	19.10
Cafeteria Coordinator	level2	20.39	20.59	20.80	21.01	21.22
CATEGORY VII	Level 1	18.66	19.05	19.24	19.43	19.63
Dorm Attendant	Level 2	20.66	20.87	21.08	21.29	21.50

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 and 1700 hours.

**CLERICAL DEPARTMENT
Hourly Rates:**

SCHEDULE 'B'

		1 July/97	1 July/99	1 Jan/00	1 July/00	1 Jan/01
CATEGORY I	Level 1	14.80	14.95	15.10	15.25	15.40
library Aide, Switchboard, Clerk I	level2	16.59	16.76	16.92	17.09	17.26
CATEGORY II	Level 1	15.28	15.43	15.59	15.74	15.90
Accounting Clerk I	Level2	17.11	17.28	17.45	17.63	17.80
CATEGORY III	level1	16.16	16.32	16.48	16.65	16.82
School Secretary Accounting Clerk II Resource Centre Secretary Education Division Secretary Career Prep Assistant Community Work Experience/Skills liaison	Level2	17.98	18.16	18.34	18.52	18.71
CATEGORY IV	Level 1	17.02	17.19	17.36	17.54	17.71
Booking Clerk, Accounting Clerk III Division Head Secretary Rural Secondary library Technician	level2	18.92	19.11	19.30	19.49	19.69
CATEGORY V	level 1	20.52	20.73	20.93	21.14	21.35
Payroll Clerk Purchasing Clerk	level2	22.36	22.58	22.81	23.04	23.27

CATEGORY IV Assistant Accountant	level 1	23.50	23.74	23.97	24.21	24.45
	level 2	25.61	25.87	26.12	26.39	26.65

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 and 1700 hours, excluding meal break except during July and August when the hours of work shall be between 0600 and 1800.

2. Full-time School Secretaries shall be replaced when absent due to illness.

**TEACHER ASSISTANT DEPARTMENT
Hourly Rates: SCHEDULE 'C'**

		1 July/97	1 July/99	1 Jan/00	1 July/00	1 Jan/01
CATEGORY I Teacher	Level 1	14.80	14.95	15.10	15.25	15.40
Assistant I	level 2	16.59	16.76	16.92	17.09	17.26
CATEGORY II Teacher	Level 1	15.28	15.43	15.59	15.74	15.90
Assistant II	level 2	17.11	17.28	17.45	17.63	17.80

1. HOURS OF WORK: All Teacher Assistants, except those working at the Williams lake GROW Centre and the 100 Mile CROW Centre, shall work no more than a consecutive seven hour day, 35 hours per week, between 0800 hours and 1700 hours. 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 III.6 a).

**YOUTH CARE WORKER DEPARTMENT
Hourly Rates: SCHEDULE 'D'**

		1 July/97	1 July/99	1 Jan/00	1 July/00	1 Jan/01
CATEGORY I	Level 1	15.28	15.43	15.59	15.74	15.90
Youth Care Worker	level2	17.11	17.28	17.45	17.63	17.80

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

**FIRST NATIONS SUPPORT WORKER DEPARTMENT
Hourly Rates: SCHEDULE 'E'**

		1 July/97	1 July/99	1 Jan/00	1 July/00	1 Jan/01	
CATEGORY I	first Nations Classroom	Level 1	14.80	14.95	15.10	15.25	15.40
Support Worker	level2	16.59	16.76	16.92	17.09	17.26	

		1 July/97	1 July/99	1 Jan/00	1 July/00	1 Jan/01	
CATEGORY II	First Nations Youth liaison Worker	level 1	15.28	15.43	15.59	15.74	15.90
	level 2	17.11	17.28	17.45	17.63	17.80	

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 of 0800 and 1700 hours.

CUSTODIAL DEPARTMENT

SCHEDULE 'F'

Hourly Rates:

		1 July/97	1 July/99	1 Jan/00	1 July/00	1 Jan/01
CATEGORY I	level 1	15.69	15.85	16.01	16.17	16.33
Janitor	level2	17.40	17.57	17.75	17.93	18.11
CATEGORY II	Level 1	16.38	16.54	16.71	16.88	17.05
Senior Janitor	level2	18.09	18.27	18.45	18.64	18.82
Custodian III - 15, 500 or less						
CATEGORY III	Level 1	16.76	16.93	17.10	17.27	17.44
Custodian II - 15, 500 - 40,000	level2	18.48	18.66	18.85	19.04	19.23
Utility/Rural Delivery						
CATEGORY IV	level 1	17.04	17.21	17.38	17.56	17.73
Custodian I - 40,000 or more	level2	18.76	18.95	19.14	19.33	19.52

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

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

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

NIGHT SHIFT - Seven (7) consecutive hours between 2400 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 VI.3 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.

3. In the event of an absence due to illness of one Janitor for one day or less in any school there shall not necessarily be a replacement.

MAINTENANCE DEPARTMENT SCHEDULE 'G'
Hourly Rates:

		1 July/97	1 July/99	1 Jan/00	1 July/00	1 Jan/01
CATEGORY I	level1	15.61	15.77	15.92	16.08	16.24
	labourer level2	17.30	17.47	17.65	17.82	18.00
CATEGORY II	level1	17.33	17.50	17.68	17.86	18.03
	Semi-Skilled Tradesman level2	19.06	19.25	19.44	19.64	19.83
CATEGORY III	level1	18.86	19.05	19.24	19.43	19.63
	Storesman Level2	20.66	20.87	21.08	21.29	21.50
CATEGORY IV	level1	20.52	20.73	20.93	21.14	21.35
	Certified Tradesman level2	22.36	22.58	22.81	23.04	23.27

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

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

	1 July/97	1 July/99	1 Jan/00	1 July/00	1 Jan/01
Level 1	15.61	15.77	15.92	16.08	16.24
level2	16.70	16.87	17.04	17.21	17.38
level3	18.50	18.68	18.87	19.06	19.25
level4	20.09	20.29	20.49	20.70	20.91

TRANSPORTATION DEPARTMENT SCHEDULE 'H'
Hourly Rates:

		1 July/97	1 July/99	1 Jan/00	1 July/00	1 Jan/01
CATEGORY I	level 1	15.61	15.77	15.92	16.08	16.24
Mechanic Helper	level 2	17.30	17.47	17.65	17.82	18.00
CATEGORY II	Level 1	18.58	18.77	18.95	19.14	19.33
Bus Driver	level 2	20.35	20.55	20.76	20.97	21.18
CATEGORY III	level 1	18.86	19.05	19.24	19.43	19.63
Mechanic	Level 2	20.66	20.87	21.08	21.29	21.50
CATEGORY IV	Level 1	19.55	19.75	19.94	20.14	20.34
Bus Dispatcher	level 2	21.36	21.57	21.79	22.01	22.23
CATEGORY V	level 1	20.52	20.73	20.93	21.14	21.35
Certified						
Mechanic	level 2	22.36	22.58	22.81	23.04	23.27

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 and 1800 hours, excluding meal break. Mechanics shall work an eight-hour day, forty hours per week five consecutive days, between 0600 and 1800 hours, excluding meal break or 1400 and 2400 hours, including meal break.

2. On regular posted runs, no bus driver will be paid less than four hours per day for completed day's work.

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

	1 July197	1 July/99	1 Jan/00	1 July100	1 Jan/01
level 1	15.61	15.77	15.92	16.08	16.24
Level2	16.70	16.87	17.04	17.21	17.38
level3	18.50	18.68	18.87	19.06	19.25
Level 4	20.09	20.29	20.49	20.70	20.91

LETTER OF UNDERSTANDING

June 16, 1998

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

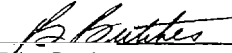
Bus Drivers employed by the School District to transport students on field and athletic trips shall be paid as follows:

1. Departure Day - Straight time at the applicable rate for the hours of driving on the field and athletic trip. Overtime rates shall apply for any hours driving in excess of 8 hours on the field and athletic trip.
2. Layover Days - For every full day away from home the driver shall be paid a minimum of 8 hours. If the driver is required to drive for a "short callout" on the layover day, he/she shall be credited a minimum of 2 hours. If the "short callouts" accumulate to more than 8 hours that day, overtime rates shall apply.
3. Return Day - Return Day refers to the day following a night spent away from home. The driver shall be paid for a minimum of 8 hours on the return day of a 2 day trip. On trips of 3 days or more the driver shall be paid straight time at the applicable rate for the hours of driving on the return trip. Overtime rates shall apply for any hours driven in excess of 8 hours. If the driver is required to drive for a "short callout", he/she shall be credited a minimum of 2 hours. This "short callout" credit is in addition to the hours paid for the return day trip.
4. If, at any time, driving exceeds past midnight, this

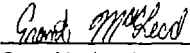
shall be deemed an extension of the previous day.

5. Bus drivers shall be paid expenses in accordance with Board Policy and Regulations.

6. Dormitory Run (to Anahim Lake) - Bus Drivers shall be paid 8 hours straight time for each day of the dormitory run.



Brian Butcher
Superintendent of Schools



Grant MacLeod
President, IUOE, Local 959

LETTER OF UNDERSTANDING

June 16, 1998

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, 1997 to June 30, 2001.

CLERICAL FORMULA

The School District agrees the following is a staffing formula for School Secretaries:

Elementary Schools

<u>No. of F.T.E. Pupils</u>	<u>Entitlement - F.T.E.</u>	<u>Hours/week</u>
0 - 50	.23	8
51 - 75	.3	10.5
76 - 100	.4	14
101 - 125	.5	17.5
126 - 150	.6	21
151 - 200	.7	24.5
201 - 250	.8	28
251 - 300	.9	31.5
301 - 350	1.0	35
351 - 400	1.2	42
401 - 450	1.3	45.5
451 - 500	1.4	49

Rural Secondary School

<u>No. of F.T.E. Pupils</u>	<u>Entitlement - F.T.E.</u>	<u>Hours/week</u>
0 - 50	.3	10.5
50 - 75	.5	17.5
76 - 100	.6	21
101 +	.8	28

Junior Secondary Schools

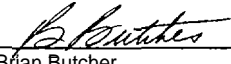
<u>No. of F.T.E. Pupils</u>	<u>Entitlement - F.T.E.</u>	<u>Hours/week</u>
0 - 300	1	35
301 - 400	1.5	52.5
401 - 500	2	70
501 - 600	2.5	87.5
601 - 700	3	105

Senior Secondary Schools

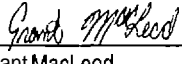
400 - 650	2.5	87.5
651 - 800	3	105
801 - 950	3.5	122.5

Secondary Schools with off-site campuses are allocated .20 (7) hours per week additional time for each off-site campus.

Entitlements are based on the September 30 enrollment.



Brian Butcher
Superintendent of Schools



Grant MacLeod
President, IUOE, Local 959

LETTER OF UNDERSTANDING

June 16, 1998


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.

CUSTODIAL FORMULA

The School District agrees there will be no change to the staffing formula for the Custodial Department as negotiated on June 16, 1998. This formula shall remain in place until June 30, 2001. This Letter of Understanding will expire and will be without force and effect as of July 1, 2001 and thereafter.



Brian Butcher
Superintendent of Schools



Grant MacLeod
President, IUOE, Local 959

LETTER OF UNDERSTANDING

June 16, 1998

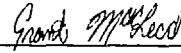
This letter serves as a "Letter of Understanding" in addition to the Collective Agreement between the Board of School Trustees of School District No. 27 (Cariboo-Chilcotin) and the International Union of Operating Engineers, Local 959.

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 in accordance with the pay equity programme guidelines established by the government.



Brian Butcher
Superintendent of Schools



Grant MacLeod
President, IUOE, Local 959


LETTER OF UNDERSTANDING

February 28, 1996

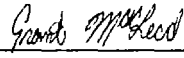
This letter serves as a "Letter of Understanding" in addition to the Collective Agreement between the Board of School Trustees of School District No. 27 (Cariboo-Chilcotin) and the International Union of Operating Engineers, Local 959.

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.



Brian Butcher
Superintendent of Schools



Grant MacLeod
President, IUOE, Local 959