

School District # 60 (Peace River North) UBCJA #2397 Contract

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|-------------------|-------------|----|----|
| SOURCE | B R P S F A | | |
| EFF. | 95 | 07 | 01 |
| TERM. | 97 | 06 | 30 |
| No. OF EMPLOYEES | 250 | | |
| NOMBRE D'EMPLOYÉS | 250 | | |

BACK TO SUPPORT STAFF CONTRACTS INDEX

COLLECTIVE AGREEMENT

THE UNITED BROTHERHOOD OF CARPENTERS & JOINERS
OF AMERICA, LOCAL 2397

July 1, 1995 to June 30, 1997

COLLECTIVE AGREEMENT

JULY 1, 1995 TO JUNE 30, 1997

BETWEEN: THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 60
(PEACE RIVER NORTH)

AND: THE UNITED BROTHERHOOD OF CARPENTERS & JOINERS OF
AMERICA, LOCAL NO. 2397

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COLLECTIVE AGREEMENT

EFFECTIVE JULY 1, 1995 TO JUNE 30, 1997

BETWEEN: THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 60
(PEACE RIVER NORTH)

(hereinafter referred to as "The Board")

PARTY OF THE FIRST PART

AND: THE UNITED BROTHERHOOD OF CARPENTERS & JOINERS OF
AMERICA, LOCAL NO. 2397

(hereinafter referred to as "The Union")

PARTY OF THE SECOND PART

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ARTICLE I - OBJECTIVES

1.01 WHEREAS it is the desire of both Parties to this Agreement:

(a) To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union;

(b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions and employment;

(c) To encourage efficiency in operation;

(d) To recognize the principle of equal pay for equal work shall apply regardless of sex.

The Parties agree to strike a committee of four (4) consisting of two (2) members representing the Board and two (2)

members representing the Union to investigate and make recommendations on the principle of equal pay for work of equal value regardless of sex.

1.02 It is desirable that methods of bargaining, and all matters pertaining to, the working conditions of the Employees be drawn up in a Collective Agreement.

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ARTICLE 2 - DEFINITIONS

2.01 REGULAR EMPLOYEE

Shall mean an employee who has successfully completed the probationary period and is employed on a regular basis up to a maximum of eight (8) hours daily, or seven (7) hours daily, in the case of clerical, teaching assistants, personal care attendants, crossing guards, bus attendants and lunch period monitors.

2.02 REGULAR PART-TIME EMPLOYEE

Shall mean an employee who has successfully completed the probationary period and has been assigned to a position involving less than eight (8) hours regular daily employment or less than seven (7) hours daily in the case of clerical, teaching assistants, personal care attendants, crossing guards, bus attendants, and lunch period monitors.

2.03 TEMPORARY EMPLOYEE

Shall mean an employee who has been engaged to augment or replace the regular staff for a specific purpose not to exceed three (3) calendar months, unless the period is extended by mutual consent of both parties in writing. In the cases of persons replacing employees on Maternity Leave, Long Term Disability, Workers' Compensation, Deferred Salary Leave or Extended Leave of Absence, the time limits shall not exceed the length of the leave.

An employee who has served more than two (2) months, in the same job, and subsequently is hired to fill the posted position permanently, shall have benefits commence immediately, if otherwise eligible for the benefits.

2.04 CASUAL EMPLOYEE

Shall mean an employee who is employed on a day-to-day basis to substitute for regular staff.

2.05 PROBATIONARY EMPLOYEE

Shall mean and include those employees employed in any position within the scope of this Agreement who have not yet worked forty-five (45) shifts or ninety (90) shifts in the case of lunch period monitors.

2.06 STUDENT EMPLOYEE

Shall mean a student who is attending or returning to school and has been engaged to augment the regular staff for a period not exceeding four (4) calendar months.

2.07 CONTINUOUS EMPLOYMENT

Shall mean and include all time spent in the employ of the Board between the date of hire and the date of discharge or termination including periods of temporary layoff such as, but not limited to, Easter, Summer and Christmas school closures, and

all periods of leave of absence approved by the Board, whether paid or unpaid.

2.08 Successful work experience within the preceding calendar year will be taken into consideration in the event that a temporary or casual employee applies for a permanent position.

2.09 TRIAL PERIOD

Shall mean a familiarization period of forty (40) shifts worked when making staff changes or promotions.

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ARTICLE 3 - RECOGNITION AND EMPLOYER RIGHTS

3.01 The employer recognizes the Union as the sole bargaining agency for all employees except as follows:

- i) Secretary-Treasurer;
- ii) Assistant Secretary-Treasurer;
- iii) Personnel/Administrative Assistant;
- iv) Transportation Supervisor;
- v) Custodial Supervisor;
- vi) Maintenance Supervisor;
- vii) Confidential Secretaries (3);
- viii) Accountant;
- ix) Payroll Officer; and
- x) Plant Superintendent

3.02 The employer, its servants and agents agree that there shall be no discrimination, interference, restriction, or coercion exercised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, discipline, discharge or otherwise by reason of race, creed, color, sex, age, sexual orientation, marital status, including common-law relationships, ancestry, place of origin, political affiliation, nor by reason of membership in a labour union and the employees shall at all times and in like manner act in good faith toward the employer.

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

3.04 Management Rights:

(a) Management and Direction

The management and the operation of, and the direction and promotion of the working forces is vested exclusively in the Board, except as modified elsewhere in this Collective Agreement, and as may be subject to grievance procedure.

(b) Hiring and Discipline

The Board shall have the right to select its employees and to discipline or discharge them for just cause, subject to the terms of this Agreement, which may be subject to grievance procedure.

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ARTICLE 4 - UNION SECURITY

4.01 All regular and regular part-time employees will become members of the Union upon the completion of their probationary period, and remain members in good standing as a condition of

continued employment.

4.02 Check-off of Union Dues

The Board agrees to deduct from the earnings of each employee in the Bargaining Unit, initiation fees, Union dues and assessments legally levied and in the amount communicated to the Board by the Union, from time to time.

4.03 Remittance

(a) The Board agrees to deduct the Union's initiation fee on the first pay period after completion of the probationary period.

(b) Deductions will be forwarded to the Union Financial Secretary no later than ten (10) days following the end of the pay period, together with a list of employees which shall indicate the amount of deduction in each case.

(c) Members taking leaves of absence or maternity leave, for more than twenty (20) working days, must pay in advance the minimum Union dues for the length of their leave.

(d) Dues will be deducted from all temporary, casual and student employees.

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ARTICLE 5 - UNION RIGHTS & UNION ACTIVITY

5.01 The Board recognizes the incumbent President of the Union as the senior shop steward and spokesperson for the Union. Reasonable time for the discussion of Union/Management matters will be allowed by the Board.

5.02 The Union shall notify the Board in writing of the names of its representatives as follows within ten (10) days following elections or appointments: Officers, Stewards, Bargaining Committee Members and Grievance Committee Members.

5.03 The Union agrees to pay for one-half of the costs for typing and printing of the Contract.

A copy of this collective agreement shall be forwarded by the Board to all members of the union. This shall be accomplished by sending sufficient copies to each school and to each building where members are employed.

5.04 The Board shall provide the Union with all necessary information relating to the following matters for employees within the Bargaining Unit:

(a) By January 15th of each year, eight (8) seniority lists, showing the names of each regular employee in order of seniority by department and stating the commencement date of employment;

(b) job postings;

(c) names of Union members who apply for job postings within five (5) working days of the closing date;

(d) hirings, discharges, suspensions, written warnings, resignations, leaves of absence, retirements and deaths, within five (5) working days of the occurrence;

(e) financial and actuarial information and all other technical information and reports, records, studies, surveys, and directives required for collective bargaining purposes pertaining to Pension Plans.

5.05 Upon request in person, employees in the Bargaining Unit shall have access to their personnel records at reasonable times and shall, upon request, be provided with copies of material contained in such records, which shall be corrected if inaccurate.

5.06 The Board agrees to inform new employees of dues deductions as provided for in Article 4.02. New employees shall be presented with a copy of the existing Collective Agreement by the Board.

5.07 The Board shall provide bulletin boards in suitable locations in the schools, maintenance buildings and Board Office which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

5.08 The Board agrees that any reports or recommendations about to be made to the Board dealing with matters of policy and/or conditions of employment and which affect employees within this Bargaining Unit, shall be communicated to the Union in time to afford the Union a reasonable opportunity to consider them and, if deemed necessary, of speaking to them when they are dealt with by the Board.

5.09 Union representatives shall be entitled to leave their work during working hours in order to carry out their functions under the Agreement including the investigation and processing of grievances, attendance at meetings with management, participation in negotiations, conciliation, mediation and arbitration. Permission to leave work during working hours for such purposes shall first be obtained from their Supervisor; such permission shall not be unreasonably withheld. An employee shall not suffer any loss of pay or benefits for time involved.

5.10 Grievances

Employees directly involved in grievance proceedings shall be allowed leave of absence, with pay, for the purpose of discussion and other proceedings in accordance with the grievance procedure.

5.11 Negotiations

The Union's Bargaining Committee shall consist of one (1) employee from each department, not to exceed six (6), plus the incumbent President and Business Agent. The above School District employees shall be granted leave for the purpose of negotiations and shall not suffer any loss of pay or benefits for time involved.

5.12 Union Conventions and Seminars

On prior notice in writing, leave of absence, without pay and without loss of seniority or other benefits, may be granted to elected or appointed employees who are absent for the purpose of attending Union functions, such as conventions, schools, seminars, etc. Such leave of absence may not be granted to more than seven (7) Union members at one time and such permission shall not be unreasonably withheld.

5.13 Union Postings

It is agreed that any employee who is elected or selected for a full-time position with the Union, or any body with which

th Union is affiliated, shall be granted leave of absence, without pay and without loss of seniority, by the Board for a period of up to one (1) year and may be renewed each year upon request to a maximum of three (3) years.

5.14 Union Officers and Shop Stewards

Union Officers and Shop Stewards shall not be discriminated against. Business Agents, Shop Stewards and representatives shall have access to all School District work areas in carrying out their regular duties after first obtaining permission from the supervisor.

5.15 Shift Work re Union Meetings

Afternoon shift employees will be allowed time off, with pay, to attend one (1) Union Meeting per month, excluding Executive Meetings, provided the employee ensures that this shift will be completed and the school building will be ready for the next day's regular activity. Time away will be reported on the monthly absentee sheet.

In certain schools designated by the Board, one employee will remain on shift. The application of this clause shall not cause the Board to incur any overtime liability.

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ARTICLE 6 - LABOUR MANAGEMENT COMMITTEE

6.01 A Labour Management Committee shall be established consisting of the incumbent President and Recording Secretary of the Union, plus the Shop Steward from each department and seven (7) members from the Board.

The Committee shall enjoy the full support of both parties in the interests of improved service to the public and job security for the employees.

6.02 Function of the Committee

(a) Considering constructive criticisms of all activities so that better relations shall exist between the employer and employees.

(b) Increasing operating efficiency by promoting co-operation in effecting economy moves.

(c) Promoting safety and sanitary practices and the observance of safety rules.

(d) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service),

(e) Promoting education and training of the staff.

6.03 Meetings of Committee

The Committee shall meet in September, December, March and June at a mutually agreeable time and place, or at the special written request of either Party.

6.04 Chairperson of the Meeting

A Board and a Union representative shall be designated as joint Chairpersons and shall alternate in presiding over

meetings.

6.05 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint Chairpersons as promptly as possible after the close of the meeting. The Union and Board shall each receive one (1) signed copy of the Minutes within ten (10) days following the meeting.

6.06 Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of Collective Bargaining, including the administration of the Collective Agreement.

The Committee shall not supersede the activities of any other Committee of the Union or Board and does not have the power to bind either the Union or its members or the Board to any decisions or conclusions reached in their discussions.

The Committee shall have the power to make suggestions to the Union and the Board with respect to its discussions and conclusions.

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ARTICLE 7 - SENIORITY

7.01 Seniority is defined as length of service in the Bargaining Unit and shall be applied on a bargaining unit-wide basis. Seniority shall be applied in determining preference for promotions, transfers, layoffs, and as set out in other provisions of this Agreement.

7.02 The Board shall maintain a seniority list showing the date upon which each employee's service commenced. The up-to-date seniority list made in January and June of each year shall be sent to each school and each department for posting on the Union bulletin boards.

7.03 For purpose of prevention and settlement of grievances, in respect of the administration of foregoing clauses, in instances where the date and time of hire is equivalent, a random draw will be made to pick the successful candidate.

7.04 If an employee is transferred to a supervisory position or any other position not covered by this Collective Agreement, s/he shall retain his/her seniority for the length of the probationary period, provided s/he keeps up his/her Union dues.

7.05 (a) If an employee is absent from work because of sickness or accident, s/he shall accumulate seniority rights for a maximum of seventeen (17) weeks and shall retain seniority rights for a maximum of five (5) years.

(b) The employee will retain, but not accumulate, seniority rights for periods of layoff or leave of absence beyond three (3) months.

7.06 An employee will not lose his/her seniority except in the event of termination. Termination shall mean:

(a) Discharge for just cause;

(b) Resignation or retirement;

(c) Layoff for a period of fifteen (15) calendar months without recall except for teaching assistants and personal care attendants whose period of layoff will be twenty (20) calendar months. For the purpose of calculation, layoff shall be determined from the first of the following month from the date of layoff.

(d) Absence from work without notification to the Board, unless such notice was not reasonably possible;

(e) Failure to return to work on recall from layoff after due notice as outlined in Article 8.

7.07 In the event that the Board shall merge, amalgamate or combine any of its operations or functions with another School District, the Board agrees to the retention of seniority rights for all its employees within the new District.

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ARTICLE 8 - LAYOFF AND RECALL PROCEDURES

8.01 Layoff

(a) In the event of layoffs, the employee with the least seniority shall be the first to be laid off and the last to be rehired. No new employees will be hired until laid off personnel on the seniority list have had the opportunity to apply for available work for which they have the required knowledge, skill and ability.

(b) A regular employee who is about to be laid off for an indefinite period of time shall be offered a position in any department that is being filled by a probationary employee provided the regular employee has the required knowledge, skill and ability to fill such a position.

(c) Postings shall be mailed upon request of the laid off employee.

(d) An employee must continue to pay Union dues directly to the Union to maintain seniority during an indefinite layoff for a period longer than one month.

8.02 Notice of Layoff

The Board shall give regular employees, who are about to be laid off, twenty-eight (28) calendar days' notice. If the employee has not had the opportunity to work the twenty-eight (28) days, s/he shall be paid for those days for which work was not made available. This provision does not apply in situations of strike or lockout.

8.03 Payment at Layoff

For payment of layoff in excess of four (4) days, an employee will receive, on the day of layoff, all monies due to him/her and a separate holiday pay cheque will be issued at the same time. Cheques for employees who have worked the month of June, but will be laid off for the summer months, will be dated July 1st.

8.04 Continuation of Benefits

During term of layoffs and shutdowns, for a period of less

th ninety (90) days, employees shall continue to receive
cc rage for all benefits.

In the event of indefinite layoff, employees so affected shall have the right to continue this coverage through direct payment, provided the plans permit such coverage.

8.05 Recall

Employees at the time of layoff will be notified of the date of recall. Employees who are laid off for an indefinite period, and recalled to work, shall be given at least three (3) weeks written notice of recall, by double registered mail addressed to the last known address of the employee. The employee must notify the Board, in writing, of the intent to return to work not later than two (2) weeks from the date of notice. It shall be the responsibility of the employee to keep the Board notified of his/her current address.

8.06 Failure to Report on Recall

Except in the case of illness or other extenuating circumstances, failure to return to work at the time specified will be regarded as voluntary termination of employment.

8.07 Rehiring

When rehiring a regular employee within three (3) months of termination, that employee will be considered as a regular employee. Anyone hired after the three (3) months time will be considered as a new employee.

8.08 Severance Pay

With the exclusion of Personal Care Attendants and Teaching Assistants who are only working on a one on one basis, in the event of an indefinite layoff, the employees would have ninety (90) days to choose whether to remain on recall as per Articles 7 and 8 of the Collective Agreement or to choose termination and receive payment as follows: -

2 week's pay for six months to three years consecutive service; and

1 additional week's pay for each year beyond three years, to a maximum of 10 weeks.

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ARTICLE 9 - PROMOTION AND STAFF CHANGES

9.01 Job Postings

a) Where a job vacancy occurs, the Board shall immediately notify the Union in writing and provide notices for posting on all Union bulletin boards. So that all members will know about the vacancy and be able to make written application, the closing date of such position will be no sooner than ten (10) working days from date of posting.

b) When a position is increased one (1) hour or less per day, and the incumbent accepts the increase, a job posting will not be required. All new positions shall be posted.

c) When a regular employee is on deferred salary leave or extended leave of absence, Article 2.03 shall be waived and his/her vacated position shall be posted as a replacement position. The employee on leave may return to his/her former

position.

A regular employee within the same department may bid on the replacement posting and, if appointed, his/her vacated position will be posted as a temporary position. Upon the return of the person on leave, the replacement employee* may return to his/her former position.

A regular employee within the same department may bid on the temporary posting for the position vacated by the replacement employee and, if appointed, his/her vacated position will be posted as a regular position. Upon return of the replacement employee, the person filling the second temporary position shall be deemed to be in layoff position according to article 8.01(b) and the provisions of the Letter of Understanding dealing with bumping do not apply.

A regular employee, if appointed, shall be paid the rate for the position and suffer no loss of seniority or benefits for the duration of the replacement or temporary posting.

A new employee, if appointed, will not receive seniority or benefits for the duration of the replacement or temporary posting.

* Replacement Employee - a regular employee who is replacing an employee on Deferred Salary Leave or Extended Leave of Absence.

9.02 Information on Postings

Such notice shall contain the nature of the position, qualifications required by the job, shift, date of commencement and hourly wage rate.

9.03 Notification of Successful Applicant

Notice of appointment made from within the bargaining unit will be bulletined within (10) working days after the closing date of posting.

9.04 In making staff changes, the senior employee applying shall be appointed provided the employee has the skill and ability to perform the work.

9.05 Trial Period

A regular employee who is the successful applicant shall be placed on a trial period for a period of forty (40) shifts worked. In the event the employee is not able or does not wish to complete the limited training and familiarization or trial period, s/he shall be returned to his/her former position and wage rate, without loss of seniority; and any other employee who has been promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position, wage rate and without loss of seniority.

9.06 Non-Bargaining Staff Appointments

The Board agrees that it will give consideration in non-bargaining unit staff appointments, including new positions, to members of the Union.

9.07 Personality Conflicts

In cases of personality conflict, transfers to another location within their category may be requested by the employees involved; such transfers must be mutually agreed between the Board, the Union and the employees. Postings for this purpose will not be required.

9. Employees Holding Two Positions

Subject to (a) and (b), employees will be considered for a second part time position where the two positions have different supervisors and all provisions of the collective agreement between the parties will apply to all such applications:

(a) An employee will not be considered for a second part time position if there is not sufficient time between the scheduled working times of the two positions to permit the employee to report to work on time and to have any normal discussions with his/her supervisor.

(b) An employee is not entitled to hold two positions with the Board if the combined scheduled working hours exceed eight hours in any day or 40 hours in a week and no overtime pay shall be payable for such regularly scheduled working hours.

It is understood that the Secretary-Treasurer acting on behalf of the Board may select professional development sessions to be attended on a non-instructional date by an employee who holds more than one part time position.

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ARTICLE 10 - HOURS OF WORK AND SHIFTS

10.01 Hours of work shall be designated by the Principal or Supervisor concerned.

10.02 Day Shifts

Any continuous eight (8) hours (excluding meal breaks) between the hours of 7:00 a.m. and 7:00 p.m. In the case of clerical, teaching assistants, personal care attendants, crossing guards, bus attendants and lunch period monitors, seven (7) hours will apply instead of eight (8).

10.03 Afternoon Shifts

Any continuous eight (8) hours (including one-half hour meal break) between the hours of 12:00 noon and 12:00 midnight.

10.04 Night Shifts

Any continuous eight (8) hours (including one hour meal break) between the hours of 8:00 p.m. and 7:00 a.m.

10.05 4/10 Hour Shifts - Maintenance

By mutual consent of the Board, Union and employee, on special out of town maintenance projects, for a duration of four (4) consecutive days, the employer may request an employee to work four 10 hour shifts with one regular work day off within a normal work week, in which case Article 10.02 will be waived. In addition, the employee will bank two (2) hours in accordance with Article 11.05(b).

10.06 Exception - Bus Drivers

Hours of work are referred to in the Transportation Appendix.

10.07 Notice of Hours of Work

Except in emergencies, regular employees' hours of work schedule, in appropriate categories, will not be changed except upon forty-eight (48) hours notice. If forty-eight (48) hours notice is not given, all time worked outside the hours of work

schedule will be paid at the appropriate overtime rate.

10.08 Call Back Time

If an employee has been notified during his/her shift that s/he will be called back after completion of such shift, s/he will be paid a minimum of two (2) hours at the overtime rates, provided for in Article 11. If no such prior notice is given, s/he shall be paid a minimum of four (4) hours at double the regular rate of pay.

10.09 Intruder Alarm Call Back

An employee may be requested by the employer to take calls for intruder alarms. The employee will have the option of refusing. Prior notice will be given, in which case the employee shall be paid a minimum of two (2) hours at double the regular rate. A rotating list will be compiled by a Supervisor.

10.10 Minimum Hours

In the event of an employee starting work in any day and being sent home before s/he has completed four (4) hours, s/he shall be paid for four (4) hours at the regular rate of pay. In the event that an employee reports for work but is sent home before commencing work, s/he shall be paid for two (2) hours at regular rates. No pay entitlement will apply if the employee is incapable of performing his/her duties.

10.11 By mutual agreement of the Board, the Union and the employees, 11 and 12 month employees may work a four (4) day work week during the months of July and August, during Spring Break and during Christmas Break. It is understood that the employees' regular hours will be worked within four (4) days instead of five (5) days.

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ARTICLE 11 - REMUNERATION

11.01 Regular rates of pay for categories covered by this Collective Agreement shall be as provided for in schedules attached hereto and forming part of this Collective Agreement,

11.02 Job classifications are set out as in the attached Appendices. They shall not be changed or deleted without the agreement of the Union.

11.03 (a) Where a new job or classification is established, the appropriate rates of pay shall be negotiated between the Board and the Union. The new rate will become retroactive to the time the new position was first filled by the employee or the date of change in job duties.

(b) Where an employee feels s/he is incorrectly classified or that his/her existing job duties are substantially changed or the volume of work increased, s/he may file a grievance.

11.04 For the purposes of computing overtime rates for personnel, the following conversion figures will apply:

| | |
|--------------------------------|---------------------|
| Regular Day Shift | 174 hours per month |
| Clerical & Teaching Assistants | 152 hours per month |
| Afternoon Shift | 174 hours per month |
| Night Shift | 174 hours per month |

11.05 (a) Overtime

All time worked in excess of the normal work day shall be considered overtime. Overtime work shall be paid for at the rate of time and one-half for the first two hours and double time after two (2) hours in any one day or shift.

For all hours worked on the first day of rest and the second day of rest, double the regular rate will be paid.

The Board, where possible, will equally distribute overtime work, including call back time, among willing employees who normally perform the work.

Work on a Statutory Holiday (or day observed as such) shall be paid for at the rate of double time for the work performed plus another day off without loss of pay at a time designated by the employee - but no later than the conclusion of the employee's next annual vacation.

(b) Time off in Lieu of Overtime

Instead of cash payment for overtime and banked straight time, an employee may choose to receive time off at the overtime rate or straight time rate no later than the fiscal year in which it was accrued and at a mutually agreeable time. The time to be taken at the conclusion of the employee's next annual vacation. No more than three (3) days may be banked at one time and any overtime or straight time in excess of the three (3) days must be paid in cash at the applicable rate. Call-outs to be excluded from the banked overtime hours.

11.06 (a) Exception - Bus Drivers

For weekend school activity trips, double time will be paid for driving time. Straight time will be paid for waiting time.

For overnight school activity trips, as above, plus room and meals will be paid, less sixteen (16) hours rest time.

(b) Teaching Assistants and Personal Care Attendants Accompanying Children on out of Town Events

For Teaching Assistants and Personal Care Attendants who attend out of town events, the Board will grant equivalent time off in lieu of overtime. Such time off will be calculated after the regular shift, less ten (10) hours rest time, and taken at a mutually acceptable time.

The Board also agrees to pay the costs of receipted child care expenses for the period over and above the regular work day where such expenses are incurred for employees accompanying children on out of town events.

11.07 Substitution in a Higher or Lower Classification

An employee who is temporarily assigned to a higher paying classification shall be paid the rate and benefits for that classification for the time s/he performs such job. An employee who is temporarily assigned to a lower paying classification shall continue to be paid the rate and benefits of his/her regular job.

11.08 Appointment of a Temporary Foreman / Appointment of Leadhand

If a Department Supervisor or Foreman supervising three (3) or more workers is absent for any reason for a period exceeding two (2) days, or if said position is vacant, a temporary Foreman will be appointed for the period of absence.

When an employee assumes the role of supervisor, s/he will receive seventy-five (75¢) per hour over his/her own rate or the Working Foreman rate or the construction standard agreement rate, whichever is greater.

When an employee supervises two (2) or less workers, s/he shall be paid leadhand wages. (See rate schedule for leadhand wages).

Appointment of a Temporary Head Custodian

If a Head Custodian is absent for any shift, a replacement will be appointed.

11.09 (a) Travel Allowance

Except on written authorization of the Secretary-Treasurer, no employee will be allowed to use his/her private vehicle on behalf of the Board which shall include all travel in the performance of his/her duties. Use of the vehicle must be mutually acceptable. If authorized, s/he shall be reimbursed at the rate set by Board Policy.

(b) Excess Automobile Liability Coverage

School District No. 60 (Peace River North) carries Excess Automobile Liability Coverage in the amount of \$10,000,000.00.

The Excess Liability Coverage is in addition to the driver's own coverage. That is, in the event of an accident, should the Driver's insurance coverage be expended, the School District insurance will take over to a maximum of \$10,000,000.00.

In accordance with Article 11.09(a) of the Agreement, this coverage would apply to those individuals who receive authorization to use their personal vehicles on behalf of the Board.

11.10 Upgrade Training

In the event of an employee taking a course of instruction, as approved by the Board, in order that the employee will be better qualified to perform his/her job, the Board will, on the employee's successful completion of the course, reimburse the employee for the agreed upon costs.

11.11 Premium Pay

Employees shall receive an additional fifty (50¢) cents per hour in addition to the regular rate of pay while performing the following work where the enclosed environment is such that a respirator must be worn:

1. operating a paint spray gun;
2. operating a tractor with broom;
3. installing or repairing torginal floors;
4. hot roofing;
5. any other jobs as outlined in Workers' Compensation Board Regulations with regard to health hazards.

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ARTICLE 12 - STATUTORY HOLIDAYS

12.01 All regular employees shall have the following statutory holidays off with pay:

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

Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

or any other day proclaimed by the Federal, Provincial or Municipal governments or the Minister of Education.

Ten (10) month employees who do not perform any work during the period from July 10th to August 10th in any year will not be entitled to Statutory Holiday on B.C. Day unless so entitled by Provincial Statute.

All casual and temporary employees shall receive Statutory Holidays within the provisions of the General Holidays Act.

12.02 When any of the above holidays fall on a normal non-working day, and no other day is declared in substitution thereof, employees shall receive a day off in lieu of the holiday at their regular rate of pay; such day to be determined by mutual agreement between the employee and his/her supervisor.

12.03 If a Statutory Holiday falls, or is observed, during an employee's annual vacation, s/he shall be granted an additional day's vacation with pay.

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ARTICLE 13 - ANNUAL VACATIONS WITH PAY

13.01 For the purpose of this section, the calendar year shall be the twelve (12) month period from July 1 to June 30, inclusive.

13.02 All employees must give adequate notice for annual vacation leave.

Adequate notice is considered to be one day's notice for one day's vacation; one week's notice for one week's vacation - to a maximum of one month.

Consideration shall be given to special circumstances.

13.03 All employees covered by this Agreement shall receive an annual vacation, with pay, on the following basis:

| YEARS OF SERVICE | ANNUAL ENTITLEMENT |
|-------------------------------------|---|
| Less than one year as at June 30 | The greater of: - 1 day for each month of service at June 30 up to a maximum of 10 days or 4% of gross pay. |

For further computation, employees who have been continuously employed for less than a twelve (12) month period, but are on the payroll at July 1st shall be considered to have completed their first calendar year of service.

| YEARS OF SERVICE | ANNUAL ENTITLEMENT |
|--|----------------------------|
| The greater of: 2 yrs. but less than 5 yrs. | 15 days or 6% of gross pay |

The greater of:

5 yrs. but less than 11 yrs. 20 days or 8% of gross pay

The greater of:

11 yrs. but less than 18 yrs. 25 days or 10% of gross pay

The greater of:

18 yrs. but less than 23 yrs. 30 days or 12% of gross pay

The greater of:

23 years or more 35 days or 14% of gross pay

13.04 Employees who have received Holiday Pay at their time of layoff, in accordance with the provisions of Article 8.03, shall have the amount of such holiday pay deducted from the pay to which they are otherwise entitled under the provisions above.

13.05 Regular employees who receive days off during the vacation year necessitated by school holidays shall have such days deducted from their vacation entitlement.

13.06 If an employee becomes ill or is involved in an accident during his/her annual vacation, s/he may, if s/he chooses, use accumulated sick leave. When no sick leave is accumulated, his/her holidays, if s/he chooses, will be extended or granted at another time. The Board may require a Medical Certificate.

13.07 No employee shall be required to work during his/her scheduled vacation period. However, should an employee agree to work when requested during his/her scheduled vacation, s/he shall be paid at double the regular rate of pay plus one (1) vacation day off in lieu of each day s/he performed any work.

13.08 Where a conflict arises between employees within a department over dates for annual leave, seniority will prevail, unless the senior member has signed for a previous date and is wishing to change,

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ARTICLE 14 - SICK LEAVE (Regular Employees Working Less Than 15 Hours Per Week)

14.01 Employees are entitled to a proportionate percentage of one and one-half (1 1/2) days sick leave for every month of employment, to a maximum accumulation of 180 days, which may be claimed for any period of sickness, disability or medical or dental examination. The unused portion of an employee's sick leave shall accrue as a future benefit.

14.02 Employees on sick leave for more than three (3) days may be required to provide a medical certificate. Where there is a prior record of frequent absences, the employer may request proof of sickness at any time after consultation with a committee of four consisting of two members from the Union and two members from management.

14.03 In the case of out of town medical or dental appointments, up to two (2) days travelling time may be allowed and charged to sick leave.

14.04 An employee using all his/her sick leave entitlement, and then leaving the Board's employ before the end of the year, will have unearned sick leave deducted from his/her final pay cheque.

14.05 Employees with accrued sick leave entitlement at the time of signing this Collective Agreement will retain such credit and add to it on the basis set out above.

14.06 The Board will supply to each employee, by March 15 of each year, a statement of accumulated sick leave as at December 31st of the previous year.

14.07 Sick leave credits will not be earned during periods of leave of absence, without pay, or maternity leave.

14.08 Workers' Compensation

When an employee is injured and is on Workers' Compensation, then payment from his/her sick leave will be made to give him/her full wage payment at this option; however, actual deduction from sick leave credit will be made only on the basis of 25% of the total sick days used. Recipients of Workers' Compensation must turn in their cheque stubs or photostat copy to the Administration Office.

14.09 Payment of Sick Leave Upon Retirement and/or Termination

(a) After three (3) years of service, pay to him/her in cash an amount equal to one-half (1/2) of his/her unused sick leave entitlement at his/her current rate of pay.

(b) After five (5) years of service, pay to him/her in cash an amount equal to three-quarters (3/4) of his/her unused sick leave entitlement at his/her current rate of pay.

14.10 Special Payment in Case of an Employee's Death

In the event of the death of an employee, who at the time of death had completed six (6) months of service with the Board, the Board shall pay to the estate of the employee a sum equal to seventy-five (75%) of the unused accumulated sick leave. After completing five (5) years service with the Board, the Board will pay to the estate of the employee a sum equal to one hundred (100%) percent of the unused accumulated sick leave. (To be calculated at the daily rate of 1/260 of the annual salary if such calculation is required.)

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ARTICLE 15 - SICK LEAVE / WEEKLY INDEMNITY / LONG TERM DISABIL (Regular Employees Working 15 Hours or More Per Week)

15.01 Upon completion of the probationary period, employee's sick leave bank will be credited fifteen (15) full-time equivalent days. Four (4) days per contract year will be added to the sick leave bank at the beginning of each contract year.

The amount of sick days issued per contract year will be pro-rated for:

.. new employees starting part way through the contract year;

.. leaves of absence, without pay, **in** excess of one month.

15.02 Employees working fifteen (15) hours or more per week will be covered on the Weekly Indemnity (Short Term Disability) and Long Term Disability Plans. The benefits of these plans are outlined in the Benefits Plan Book which will be distributed to

all permanent employees.

All monies will be paid directly to the employee by the insurer.

Should there be a delay in payment of Long Term Disability benefits, the Board agrees to pay the employee, upon request, the equivalent of 60% of his/her salary until the employee receives payment from the insurer. This will be done provided that the employee has submitted the required documentation to the insurer. The employee shall turn over any cheques received from the insurer upon receipt of same until the Board has been fully reimbursed for the advanced funds.

15.03 Workers' Compensation

Where an employee suffers from a disease or illness or incurs personal injury on the job and s/he is entitled to Workers' Compensation, s/he shall not be entitled to use his/her sick leave credits for time lost.

Wages for the day of injury will be covered by the Board. Any employee in receipt of benefits from the Workers' Compensation Board will continue to accumulate increments as if s/he was working during this period. The Board will pay its share of the employee benefits provided the employee pays his/her share where applicable.

All monies will be paid directly to the employee by the Workers' Compensation Board.

Should there be a delay in payment of Workers' Compensation benefits, the Board agrees to pay the employee, upon request, the equivalent of 75% of his/her gross salary until such time as the employee receives payment from Workers' Compensation. The employee shall turn over any cheques received from the Workers' Compensation Board upon receipt of same until the Board has been fully reimbursed for the advanced funds. Such payment by the Board without reimbursement will cease after two (2) months.

15.04 Procedures for replacement of employees on weekly indemnity and long term disability as agreed to in June, 1989 will remain in full force and effect for the duration of this Agreement.

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ARTICLE 16 - SICK LEAVE (Temporary Employees)

16.01 A temporary employee who has been on staff for a period of more than thirty (30) calendar days, is entitled to 1 1/2 days sick leave for every month of employment. For part-time temporary employees, the sick leave entitlement will be prorated based on percentage of time worked. Sick leave entitlement will not be advanced.

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ARTICLE 17 - LEAVES OF ABSENCE

(At least the minimum provisions under Part 7 of the Employment Standards Act shall apply.)

17.01 Maternity Leave

Maternity Leave shall be granted to an employee who becomes pregnant and who shall:

- i) officially notify the Board of her pregnancy at least three months before the expected date of birth;
- ii) proceed on maternity leave, without pay, at a time chosen by her during the eleven (11) weeks immediately before the estimated date of birth.

Maternity leave may cover a period of up to six (6) months for the birth or adoption of a child. Where a medical certificate is provided stating that a longer period of maternity leave is required for health reasons, the employer shall grant the required unpaid maternity leave.

iii) Supplemental Unemployment Benefits

When a pregnant employee takes maternity leave to which she is entitled pursuant to the Employment Standards Act, the Board shall pay the employee:

a) Seventy-five (75%) percent of her current salary for the first two (2) weeks of the leave, where the employee is entitled to receive UIC maternity benefits.

b) The difference between seventy-five (75%) percent of her current salary and the amount of UIC maternity benefits received by the employee, for a further fifteen (15) weeks.

c) The Board agrees to enter into the Supplemental Unemployment Benefit (SUB) Plan agreement required by the Unemployment Insurance Act in respect of such maternity payment.

d) The Board agrees to establish the SUB Plan as soon as possible.

17.02 Early Maternity Leave Required by the Board

The Board may require the employee to commence leave of absence where the duties of the employee cannot reasonably be performed because of the pregnancy.

17.03 Extended Maternity Leave

At the request of the employee, the employer may grant a period of up to six (6) months unpaid extended maternity leave.

17.04 Return to Duty

The employee shall provide at least one (1) month's written notice of return to original position held, but may return earlier than the six (6) months.

If the employee returns to work before six (6) weeks following the actual date of birth, she must furnish the Board with a medical certificate stating that she is able to resume work.

17.05 Benefits/Seniority During Maternity Leave

During the period of maternity leave, the employee shall retain her full employment status, shall continue to accumulate seniority and the Board shall continue to pay medical, dental or other plans beneficial to the employee up to a maximum of six (6) months, plus an additional period of time if a medical certificate is provided. The Board shall also continue to remit payment to the Pension Plan on behalf of the employee if the

employee elects to continue to pay her share of the cost.

17.06 Benefits/Seniority During Extended Maternity Leave
An employee taking the extended leave and wishing to retain benefits as provided for under Article 19 must pay the full cost of the benefits prior to the commencement of the leave.

Seniority will not be accumulated during extended leave.

17.07 Paternity Leave
On the birth of a child, the father shall receive three (3) days leave with pay, if requested. These days must be taken during the period from two (2) weeks before delivery, to two (2) weeks after delivery.

17.08 Adoption Leave
Where an employee seeks leave due to legal adoption, the employee shall receive three (3) days leave with pay.

17.09 Compassionate Leave
(a) In the case of serious illness of an employee's parent or guardian, step-parent, spouse, including common-law spouse, or named individual, brother, sister, child, grandparent, grandchild, parent-in-law, sister-in-law, brother-in-law, son-in-law and daughter-in-law, five (5) regularly scheduled days per contract year for each of the aforementioned relatives will be granted, without loss of pay or benefits.

In the case of serious illness of an employee's aunt, uncle, niece and nephew, three (3) regularly scheduled days per contract year for each of the aforementioned relatives will be granted, without loss of pay or benefits.

In the case of serious illness of a relative of a spouse, unpaid leave will not be unreasonably withheld.

(b) In the case of an employee attending the funeral of or for extenuating circumstances prohibiting attendance at the funeral of parent or guardian, step-parent, spouse, including common-law spouse, or named individual, brother, sister, child, grandparent, grandchild, parent-in-law, sister-in-law, brother-in-law, son-in-law and daughter-in-law, five (5) regularly scheduled days per contract year for each of the aforementioned relatives will be granted, without loss of pay or benefits.

In the case of death of an employee's aunt, uncle, niece and nephew, three (3) regularly scheduled days per contract year for each of the aforementioned relatives will be granted, without loss of pay or benefits.

In the case of death of a relative of a spouse, unpaid leave will not be unreasonably withheld.

17.10 Mourner's Leave
i) Employees will be allowed four (4) hours off, with pay, to attend the funeral of an employee of the Board or an immediate family member of an employee, or a student.

ii) Employees will be allowed four (4) hours off, with pay, when acting as a pallbearer.

iii) Employees will be allowed four (4) hours off, without pay, to attend a funeral other than the above.

17. Family Leave
 Employees shall be allowed leave of absence, without pay and without loss of seniority and benefits, for the following reasons:

| Reason | Leave of Absence |
|---|------------------------------|
| Marriage of employee | Three (3) working days |
| Divorce hearing of employee | One (1) working day |
| Marriage of employee's child, brother, sister, parent | The day of the wedding |
| Birth or adoption of employee's child | Two (2) working days |
| Serious fire or flood in employee's home | Up to three (3) working days |
| Moving employee's household | One (1) day per year |
| Court hearing of an employee or employee's spouse or dependent child | One (1) day per year |
| Attendance at a child's school function | Up to three (3) working days |
| Emergency leave for illness of a family member other than a minor dependent | Up to three (3) working days |
| Medical out of town trips to accompany a member's immediate family, other than minor dependents | Up to three (3) working days |
| A subpoenaed witness in legal proceedings | Up to two (2) working days |

17.12 Illness of Minor Dependents

Leave with pay to a maximum of three (3) days per any one (1) contract year will be granted in cases of illness, out of town medical/dental assistance, medical/dental appointments and/or medical/dental emergencies of minor dependents.

The foregoing three (3) days will be allowed per employee and may be used for any combination of the above cases relating to minor dependents.

17.13 Jury or Witness Duty

The Board shall pay an employee who is required to serve as a juror or subpoenaed court witness the difference between his/her normal earnings and the payment received for jury service or court witness. The employee will present proof of service and the amount of pay received.

An employee who is required to appear as a witness in a case in which the Board is involved, will qualify under the provision of the preceding paragraph, and will be reimbursed for any reasonable expenses on production of receipts.

17.14 Citizenship Leave

An employee shall be allowed the necessary time off, but not more than eight (8) hours, with pay, to process his/her Canadian citizenship application.

17.15 Personal Discretionary Days

A maximum of two (2) discretionary days will be granted per contract year for the purpose of conducting personal business. Employees who have worked in the district from four years to seven years shall be eligible to receive one (1) personal discretionary day per contract year, without loss of pay. This is non-accumulative and non-chargeable to sick leave. Employees who have worked in the district for seven years or more shall be eligible to receive two (2) personal discretionary days per contract year without loss of pay. This is non-accumulative and non-chargeable to sick leave.

Notification for such leave must be given to the Principal or Supervisor at least one (1) day prior to the leave, except in cases where such notice is not reasonably possible.

One week's notification is required when taking personal discretionary days in conjunction with holiday weekends and annual vacation. Consideration shall be given to special circumstances.

A maximum of one (1) day of accrued personal leave days not used by an employee during the contract year will be carried forward into the future and placed into a personal leave bank. The minimum carried forward into the personal leave bank per contract year will be one-half (1/2) day. Days placed in the personal leave bank shall not exceed eight (8) days. These days will be carried forward into the future until they are used.

17.16 General Leave

The Board shall grant leave of absence, without pay, to any employee requesting such leave for good and sufficient cause and the Board shall not withhold such consent unreasonably. Requests for leave of absence must be submitted in advance, in writing, except in cases of emergency, to the Secretary-Treasurer.

An employee must continue to pay Union dues directly to the Union to maintain seniority during a leave of absence for a period longer than one month.

17.17 Extended Leave of Absence

a) Notwithstanding any other language in this agreement, upon request, employees with seven (7) consecutive years of service may be granted one leave of absence for a period of six (6) to twelve (12) months, without pay. To stay on the benefit plans, the employee will have to prepay the Board the full costs on a month to month basis.

b) Upon three (3) months written request, employees with fifteen (15) consecutive years of service may be granted a second leave of absence for a period of six (6) to twelve (12) months, without pay. To stay on the benefit plans, the employee will have to prepay the Board the full costs prior to the leave.

Employees taking consecutive leaves of absence will not be guaranteed to return to their same position, but may return to the department by displacing the most junior person.

c) An employee must continue to pay Union dues directly to the Union to maintain seniority during an Extended Leave of Absence.

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ARTICLE 18 - DISCHARGE AND DISCIPLINE

18.01 The Board reserves the right to discipline any employee for an infraction of rules and regulations as laid down by the Board, subject to the employee's right to appeal through grievance procedure as outlined in Article 24.

18.02 An employee may be dismissed or disciplined, but only for just cause. An employee shall have the right to have a

Steward present at any discussion with supervisory personnel when the employee believes might be the basis of disciplinary action. Where a Supervisor intends to interview an employee for disciplinary purposes, the Supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact a Steward to be present at the interview. Such interviews shall be conducted during working hours.

18.03 Employees are entitled to receive a written report of all accusations or complaints pertaining to their employment or behavior when such accusations or complaints result in disciplinary action, or are to be used as evidence at any subsequent time. The record of any disciplinary action shall not be referred to or used against the employee at any time after eighteen (18) months following such action. It is understood that the above records will not be destroyed.

18.04 Any employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 24.

18.05 Terminating employees will provide the Board with two week's notice whenever possible.

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ARTICLE 19 - HEALTH AND WELFARE

No employee shall be permitted to carry primary coverage and also be covered as a dependent under the Medical or Dental insurance plans covered by this agreement.

For all regular full-time employees, the Board shall pay one hundred (100%) percent of the premiums required for the following benefits:

- .. Medical and Extended Health Benefits Plan
- .. Group Life Insurance
- .. Dental Plan

It is agreed that part-time employees who have been receiving full benefits up until June 30, 1987 shall continue receiving full benefits. Any subsequent appointments to part-time positions filled by a new employee will have to bear a prorated share of the cost of his/her benefits.

NOTE:

Unless specifically stated herein, it is understood that benefit plans within Article 19 will be underwritten by carriers that are mutually acceptable to the parties.

19.01 Medical and Extended Health Insurance

Employees covered by this collective agreement shall be treated equally in taking coverage for themselves and their families. This coverage will be available to all employees on the first day of the month following the completion of their probationary period.

Extended Health Benefit Plan

The Extended Health Benefit Plan shall include a travel rider and an eye glass rider:

Travel Rider -

This provides travel for three (3) out of town medical referrals per calendar year for either the employee or an insured dependent. This plan also provides for a maximum of \$40.00 per day for commercial accommodation.

When the employee is the one going out of town for a medical referral, the Board will pay a per diem of \$75.00 per day in lieu of wages for full time employees and a prorated portion for part-time employees for a maximum of three (3) days per referral.

Visual Care Rider -

Eligible expenses under this provision shall include charges for eye glasses or contact lenses and their fitting, up to a maximum of \$125.00, and a maximum of one such expense in any 2 consecutive calendar years, for each insured person.

19.02 Group Life Insurance

For new regular employees under age 65 enrollment is compulsory after completion of the probationary period. Coverage during employment is three (3) times annual basic earnings. Coverage terminates the end of the month in which the employee terminates, but may be converted to an individual policy as indicated in the certificate. The premium is subject to change each year.

19.03 Living Life Insurance Benefits

Employees who are terminally ill may apply for withdrawal of up to 50% of their life benefit or \$50,000, whichever is less. The amount withdrawn for the living life benefit will be deducted from the life insurance paid to the beneficiary(ies).

19.04 Pension Plan

The Board agrees to contribute fifty (50%) percent of the premiums to a maximum of five (5%) percent of the salary. The Pension Plan was implemented January 1, 1979. Participation will be a condition of employment with School District No. 60 (Peace River North) after the completion of one (1) year of service for regular employees appointed to positions of one-half (1/2) time or greater. The Board agrees to continue any pension provisions currently in effect.

19.05 Dental Plan

All regular employees employed half-time or more shall be entitled to enrol in the Dental Plan after completion of the probationary period. Coverage commences on the 1st of the month following the probationary period.

19.06 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident on the job shall be at the expense of the Board.

19.07 District Safety Committee

As required by the Industrial Health and Safety Regulations, Local 2397 will be represented on the District Safety Committee. It is understood that this will not incur overtime nor replacement. If during regular working hours, time spent will be considered as time worked.

19.08 The Board may wish to tender the benefit package from time to time, but before any change is implemented, it will first be mutually agreed between the Parties.

19 ? Communicable Disease Protection

To protect against the contraction of Hepatitis, the Board will pay any cost not covered by an employee's own medical insurance coverage for injections or medications for prevention of Hepatitis. This clause only applies to Personal Care Attendants or those working in a demonstrated at-risk situation. This treatment is on a voluntary basis.

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ARTICLE 20 - TECHNOLOGICAL AND OTHER CHANGES

20.01 Definition

"Technological Change" means the introduction of equipment or processes different in nature or type from that previously utilized, a change, related to the introduction of this equipment, in the manner in which the employer carries on his/her operations and any change in work methods and operations affecting one or more employees.

20.02 Union Notification of Changes

The Board shall notify the Union three (3) months before the introduction of any technological change which adversely affects the rights of employees or their wages or working conditions. Any such change shall be made only after the Union and the Board have negotiated an agreement, on such change, through Collective Bargaining.

20.03 Training Program

In the event that the Board should introduce new methods or machines which require new or greater skills than are possessed by employees under the present method of operation, such employees shall, at the expense of the Board, be given a minimum period not to exceed one (1) year during which they may perfect or acquire the **skills** necessitated by the new methods of operation. There shall be no change in wage or salary rates during the training period of any such employee, and no reduction in pay upon being reclassified in the new position.

20.04 Additional Training

Should the introduction of new methods of operation create a need for the perfection or acquisition of skills requiring a training period longer than one (1) year, the additional training time shall be a subject for discussion between the Board and the Union.

20.05 No New Employees

No additional employees shall be hired by the Board until the employees already working shall be notified of the proposed technological changes and allowed a training period to acquire the necessary knowledge or skill for retaining their employment.

20.06 cost

The cost to employees having to buy new tools due to technological and other changes shall be reimbursed by the Board.

20.07 New Classification Due to Technological Change

All new classifications or positions created as a result of technological change or current job classifications which are changed as a result of technological change shall be automatically included in the bargaining unit unless the Union and the employer mutually agree to exclude them.

If the parties are unable to agree on the classification and/or rate of pay for the job in question, the issue shall be resolved through Arbitration.

20.08 Pregnant Employees Monitoring Display Video Terminals
Pregnant employees shall have the option not to continue monitoring display terminals.

When a pregnant employee chooses not to monitor video display terminals, if other work at the same or lower level is available within the offices of her area, she shall be reassigned to such work and paid at her regular rate of pay.

Where work reassignment above is not available, a regular employee will be considered to be on leave of absence without pay until she qualifies for maternity leave.

Where employees are on leave of absence pursuant to the above, and opt to maintain coverage for medical, dental, extended health, group life and long term disability plans, the employer will continue to pay the employer's share of the required premiums.

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ARTICLE 21 - PROFESSIONAL DEVELOPMENT FUND

The Board shall contribute \$10,000 per contract year to a Professional Development Fund to provide professional development for members of Local 2397. The Professional Development Committee, consisting of 3 members of management and 3 members of the Union, shall also discuss activities to be offered on the District-Wide Professional Development Day.

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ARTICLE 22 - GENERAL SECURITIES

22.01 Volunteer workers shall not replace the regular employees covered by this Agreement.

22.02 Supervisors shall not perform Bargaining Unit work except in the case of emergency.

22.03 Contracting Out
No regular employee shall be laid off or terminated as a result of the employer contracting out.

22.04 Retirement
All employees may retire when eligible for Canada Pension Plan Retirement Benefits but may retire later than the age of sixty-five (65), with Board approval.

22.05 The Board agrees to issue for use (but to remain the property of the Board) gum boots and rubber clothing, hard hats, goggles and welders gloves and an apron for each employee whose job normally requires same. Four (4) spare pair of coveralls will be kept in the Maintenance Shop and smocks will be provided in the store area and in the machine rooms in schools where duplicating or other similar equipment is to be operated.

22.06 Coveralls/Smocks
a) The Board will supply coveralls for mechanics,

plumbers, painters and welders.

b) The Board shall supply two (2) smocks for each Personal Care Attendant. Cleaning of the smocks will be the responsibility of the employees.

22.07 Every school shall be supplied by the Board with rubber gloves, goggles and dust masks when required for the use of the Custodial Staff.

22.08 Tools
The tools of an employee starting a new job shall be in good condition and shall be kept so on the Board's time and expense. Broken and damaged hand tools shall be replaced by the Board without undue delay, unless there is evidence of misuse.

22.09 Crossing Picket Lines
It is hereby agreed between the parties to this Agreement, that Employees shall have the right to refuse to cross any picket line, enter any building, property or business where such a picket line is established under the Statutes of B.C. or Canada, Employees so doing shall not incur disciplinary action as a result of such refusal.

22.10 Fire and Theft Insurance
The employer shall provide fire and theft insurance covering tools and equipment owned by employees and used in performance of their duties with the employer.

22.11 Bargaining Authority
The party of the First Part agrees that the Bargaining Authority of the Second Part shall not be impaired during the term of this Collective Agreement. The Party of the First Part agrees that the only certification that they will recognize during the term of this Agreement is that of the Party of the **Second Part**, unless ordered by **due process of law** to recognize some other bargaining authority.

22.12 The Board's Policy, conditions of employment and rules and regulations shall not be in conflict with the Collective Agreement.

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ARTICLE 23 - SEXUAL HARASSMENT

23.01 The Union and the Board recognize the right of the employees to work in an environment free from sexual harassment, and the Board undertakes to discipline any person employed by the Board engaging in the sexual harassment of another employee.

23.02 Sexual harassment shall be defined as:

- a) inappropriate touching, including touching which is expressed to be unwanted;
- b) suggestive remarks or other verbal abuse with a sexual connotation;
- c) compromising invitations;
- d) repeated or persistent leering at a person's body;
- e) demands for sexual favours;
- f) sexual assault.

23.03 The employer recognizes the benefit to be derived from a work environment free from harassment where the conduct and/or

le wage of all employees of the Board meets the acceptable social standard of the workplace. Both parties agree to promote an environment free from personal or sexual harassment.

For the purpose of this clause, "harassment" means any improper behaviour that is directed at and offensive to any person and which the alleged knew or ought reasonably to have known would be unwelcome.

23.04 An employee may initiate a grievance under this clause at Step 3 of the grievance procedure. Grievances under this clause will be handled with all possible confidentiality and dispatch.

23.05 An offender under this clause shall not be entitled to grieve disciplinary action taken by the Board which is consistent with the Award of the Arbitrator.

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ARTICLE 24 - GRIEVANCE PROCEDURE

24.01 Difference

Any difference arising between the Parties as to the interpretation, application, operation or alleged violation of the Agreement, including any difference arising over the suspension or dismissal of an employee, and including the question as to whether a matter is arbitrable, shall be finally and conclusively resolved without stoppage of work in the following manner:

24.02 Stage One

The Shop Steward, with the employee, shall first discuss the incident with the Supervisor within thirty (30) days of the occurrence of the incident. If the matter is not resolved within five (5) working days, then;

24.03 Stage Two

The matter will be submitted within (3) working days in writing to and discussed with the Secretary-Treasurer, or in his/her absence the Assistant Secretary-Treasurer. Should the matter not be resolved at this stage within five (5) working days, then;

24.04 Stage Three

The matter will be discussed within five (5) working days between the Grievance Committee of the Board consisting of at least three (3) representatives of the Board, including at least one (1) Trustee, and a Grievance Committee of the Union consisting of at least three (3) representatives of the Union. Should the grievance not be resolved within ten (10) working days, then the matter shall be submitted to a Board of Arbitration appointed in the following manner;

24.05 Stage Four

Within five (5) working days, each Party shall appoint one (1) member to the Board of Arbitration. The third member, who shall be Chairperson of the Arbitration board, shall be appointed by the Parties' appointees. Should the Parties' appointees be unable to agree on a Chairperson within five (5) days of the appointment of the member last appointed, then the Chairperson shall be appointed by the Minister of Labour of the Province of British Columbia. The Parties may, as an alternative, choose to

have a single arbitrator to resolve the issue; in either case the appointment shall be made within thirty (30) days of referral. The majority decision of the Board of Arbitration or single arbitrator shall be final and binding upon the Board, the Union and the employee(s) concerned. Each Party shall pay the cost of its appointee and one-half (1/2) of the cost of the Chairperson, or one-half (1/2) of the cost of the single arbitrator.

It is agreed that one of the following arbitrators shall act as chairperson for any arbitration board(s) that may arise throughout the term of this Agreement, or another chairperson(s) as may be mutually agreed upon:

Allan Hope
Bob Blasina
Colin Taylor

24.06 Stage Five

Should the Board of Arbitration find that an employee has been suspended or dismissed for other than cause, the Board of Arbitration may direct the Board to reinstate the employee and pay to the employee a sum equal to the wages or salary lost by such suspension or discharge, or such lesser sum as in the opinion of the Board is fair and reasonable, or make such other order as it considers fair and reasonable, provided always that any order the Board of Arbitration may make is made with due regard to the terms of this Agreement, and that any order relative to lost wages shall be less any wages or salary earned by an employee during a period of suspension or dismissal.

24.07 Mutual Consent

Wherever a stipulated time limit is mentioned in this Article, the said time limit may be shortened or extended by **mutual consent** of both Parties.

WAGE RATE APPENDICES BY CLASSIFICATION

CASUALS

Effective July 1, 1989, the wage calculation for casual employees will be based on 96% of the wage applicable for the classification in which the casual is working.

CLERICAL APPENDIX

CLAUSE I - CLERICAL STAFF

Shall include all personnel under the supervision of the Clerical and Administrative Department.

CLAUSE II - SALARY SCHEDULE

See Rate Schedules at back of contract.

Clerical Staff - the Board may recognize closely related experience in determining initial placement on scale to a maximum of Step 2.

Library Technicians - the Board may recognize closely related experience in determining initial placement on scale to a

maximum of Step 3.

CLAUSE III - TESTING

A permanent employee will not be required to take the Board's clerical test if transferring within the clerical department unless the new position is deemed to be significantly different from the former position.

No employee shall be required to test more than once for a specific skill or requirement.

MONTHLY PAYROLL WILL BE BASED ON 21.75 DAYS PER MONTH.

TEACHING ASSISTANT/PERSONAL CARE ATTENDANT APPENDIX

CLAUSE I - TEACHING ASSISTANT/PERSONAL CARE ATTENDANT

Shall include all personnel working as Teaching Assistants or Personal Care Attendants.

Teaching Assistants/Personal Care Attendants working in a casual or temporary position within their department shall accumulate seniority.

Teaching Assistants are required by individual need.

Teaching Assistants will be paid for all school year Statutory Holidays which occur during their term of employment.

In the case of non-instructional days, Teaching Assistants and Personal Care Attendants will be required to attend the inservice or perform other assigned work and will get paid for their regular hours of work.

A Teaching Assistant/Personal Care Attendant who works fifteen (15) hours per week or more is deemed to be half-time for the purpose of establishing benefit entitlements.

Teaching Assistants, previously employed in the District, will be given first option on any Teaching Assistant position for which they have the qualifications.

Teaching Assistants shall be paid in ten (10) equal monthly instalments from September to June of each year.

Salary will be determined by the number of teaching days in the current school year per the Ministry of Education calendar, plus the Statutory Holidays that would be included in that term.

Those Teaching Assistants or Personal Care Attendants involved in a one-to-one situation shall be assigned other duties when the student is absent, unless twenty-four (24) hours notice is given if services are not required.

Postings shall be mailed to all teaching assistants, personal care attendants, crossing guards, lunch period monitors and bus attendants beginning June 20th of each year.

The work period will consist of a minimum of one (1)

or inuous hour of work.

Placement in Special Circumstances:

Both parties agree that in special circumstances, the needs of the student, a one-on-one teaching assistant and/or a one-on-one personal care attendant may warrant a new placement.

The parties identify teaching assistant and/or personal care attendants who are working one-on-one to be offered new placements. This shall be done after full consultation with all affected parties.

In such a case then, should the permanent employee not be offered placement with the same child, such employee shall be offered a new position in the same department with no less hours per week than the former position, unless fewer hours are agreed to by the employee.

This new placement shall be subject to:

1. Notice being given by the first Friday in May.
2. Consent by the employee which shall not be unreasonably withheld.
3. A trial period as described elsewhere in this Agreement.
4. It is understood by the parties that these positions will not be posted.

A permanent employee is not subject to discharge during the trial period.

Transfer *of* duties shall not be used as a disciplinary procedure.

At no time will any Teaching Assistant/Personal Care Attendant receive less than his/her normal day's pay if a student is absent and other duties are unavailable, unless twenty-four (24) hours notice is given if services are not required.

There shall be no permanent transfer of duties of any Teaching Assistant/Personal Care Attendant without agreement of the employee involved.

The parties agree that the procedure outlined above will be reviewed annually at which time either party may abrogate the clause.

CLAUSE II - SALARY SCHEDULE

See Rate Schedules at back of contract.

CROSSING GUARDS/BUS ATTENDANTS APPENDIX

CLAUSE I - CROSSING GUARDS/BUS ATTENDANTS

Shall include all personnel working as Crossing Guards or Bus Attendants. Seniority is retroactive to the start date.

Crossing Guards and Bus Attendants shall be employed for a minimum of one (1) hour per day.

In the case of non-instructional days, Crossing Guards and Bus Attendants will not be required to attend the inservice and not be required to perform other assigned work and will not receive pay for these days.

A Crossing Guard or a Bus Attendant who works fifteen (15) hours per week or more is deemed to be half-time (1/2) for the purpose of establishing benefit entitlements.

The work period will consist of a minimum of one (1) continuous hour of work.

CLAUSE II - SALARY SCHEDULE

See Rate Schedules at back of contract.

LUNCH PERIOD MONITORS APPENDIX

CLAUSE I - LUNCH PERIOD MONITORS

The Union agrees that the traditional usage of teachers may continue.

The Parties agree that this function may also be provided by students at the junior and senior secondary levels as part of a large program of student leadership and participation.

The Parties agree that all paid Lunch Period Monitor jobs will be posted as per the Collective Agreement.

Notwithstanding any other provision in this Agreement, Lunch Period Monitors shall accumulate seniority on the number of hours worked. Seven (7) hours shall constitute a day's seniority. A Lunch Period Monitor's seniority **shall** not be recognized for the purpose of selection until s/he has worked ninety (90) shifts. The probationary period for a Lunch Period Monitor will be ninety (90) shifts worked.

In the case of non-instructional days, Lunch Period Monitors will not be required to attend the inservice and not be required to perform other assigned work and will not receive pay for these days.

The work period will consist of a minimum of one (1) continuous hour of work.

CLAUSE II - SALARY SCHEDULE

See Rate Schedules at back of contract.

MAINTENANCE APPENDIX

CLAUSE I - MAINTENANCE STAFF

Will include all employees under supervision of the Maintenance Department.

CLAUSE II - CLASSIFICATION AND WAGE AND SALARY SCHEDULE

See Rate Schedules at back of contract.

When a Foreman is supervising construction workers, s/he will receive seventy-five (75¢) cents more than the supervised

or construction worker under Clause III of the Maintenance Appendix or the construction standard agreement rate, whichever is greater.

CLAUSE III

All Maintenance employees working on new construction or on major repair work where the portion of work done by the School District employees exceeds \$65,000 (labour and materials) are to be paid the Union rate of wages prevailing in the Standard Construction Trades Agreements of B.C. as per United Brotherhood of Carpenters & Joiners of America, Local No. 1237. It is understood that only the portion of the original contract that is deleted and done by School District employees will be paid at the construction rates.

Travel time to and from projects where the construction rate applies will be at the regular rate of pay as stated in Clause II of the Maintenance Appendix.

Travel times to schools will be as follows:

| | |
|------------------------|------------------|
| Baldonnel | .5 hour return |
| Buick Creek | 2.0 hours return |
| Charlie Lake | .5 hour return |
| Clearview | 1.0 hour return |
| Hudson's Hope | 2.0 hours return |
| Osborn | 2.0 hours return |
| Outdoor Education Site | 2.5 hours return |
| Prespatou | 2.5 hours return |
| Taylor | 1.0 hour return |
| Upper Halfway | 3.0 hours return |
| Upper Pine | 1.0 hour return |
| Wonowon | 2.0 hours return |

APPRENTICE

To be paid according to the following as to the class employed:

| | | | |
|----------------------|---|-----|---------------|
| PRIOR TO: | | | |
| 1st Anniversary rate | - | 75% | of Journeyman |
| 2nd Anniversary rate | - | 80% | of Journeyman |
| 3rd Anniversary rate | - | 85% | of Journeyman |
| 4th Anniversary rate | - | 90% | of Journeyman |

MONTHLY PAYROLL WILL BE BASED ON 21.75 DAYS PER MONTH.

REGULAR EMPLOYEES who may be laid off during the summer school closure may, if they are required by the Board, be fitted into Maintenance positions. The rate of pay will be the higher of the rate for the labourer or the individual's regular rate.

TRANSPORTATION APPENDIX

CLAUSE I - TRANSPORTATION STAFF

Shall include all personnel under the supervision of the Transportation Department.

CLAUSE II - CLASSIFICATION

- a) Combination Driver: - A regular part-time school bus driver who is employed by the Board in any additional capacity for the balance of a full regular shift.
- b) Regular Part-time Driver: - Employed solely as a school bus driver for up to eight (8) hours per day except when required to undertake extra-ordinary trips.
- c) Rural Bus Drivers: - Employed solely as a school bus driver for the duration of the school season only whose regular hours of work are determined by the length of his/her scheduled bus route.
- d) Mechanic - unlicensed.
- e) Mechanic - licensed.
- f) Working Foreman - licensed.

CLAUSE III - REGULAR HOURS OF WORK

- a) Combination Driver: - Any eight (8) hours (excluding meal breaks) on a regular work day between commencement of employment and twelve (12) hours thereafter.
- b) All Other Drivers: - Any eight (8) hours or less (excluding meal breaks) on a regular work day between commencement of employment and twelve (12) hours thereafter.
- c) Mechanics, Licensed, Unlicensed and Working Foreman
As defined in Article 10 of this Agreement.

CLAUSE IV - WAGE AND SALARY SCHEDULE

See Rate Schedules at back of contract.

The Relief Transportation Supervisor will receive seventy-five (75¢) cents per hour over his/her own rate or the Working Foreman rate, whichever is greater.

Where the driver is not required to work due to school closure, each day will be deducted from the employee's holiday entitlement. Where school closure days exceed the holiday entitlement under Article 13, no further deduction will be made to compensate the Board.

Bus drivers attending scheduled activities on a non-instructional day will **be** paid for time in attendance.

In cases of inclement weather conditions or adverse road conditions, drivers will be paid in accordance with Article 10.10.

Overnight School Activity Trips

For overnight school activity trips, the Board will reimburse all reasonable expenses for meals and single occupancy lodging supported by receipts for each 24 hour period - maximums according to Board Policy.

Drivers who require expense money prior to departure on a trip

shall be advanced expense money in accordance with the number of days they will be away from their home terminal.

Footnote:

Breakfast
Lunch
Dinner

Present Board Policy

\$ 7.50
\$12.00
\$15.50

Maximum - \$35.00 per day

SHOP TRIPS: Drivers taking buses in for shop trips will be paid \$35.00 per trip.

PLUG-INS: Rural bus drivers will be paid \$125.00 per year for the use of their plug-ins for the buses. (Reviewed March, 1995. To be reviewed every two years.)

The amount as calculated shall be paid to each driver at the end of March of each year.

MONTHLY PAYROLL WILL BE BASED ON 21.75 DAYS PER MONTH.

CUSTODIAL APPENDIX

CLAUSE I - CUSTODIAL STAFF

Shall include all personnel under the supervision of the Custodial Department.

CLAUSE II - CLASSIFICATIONS

a) Custodian

b) Head Custodian: In district buildings where there is more than one Custodian, one will be called a Head Custodian and will receive an allowance for each person s/he is responsible for. The Head Custodian will work the same shift as the rest of the crew.

c) Designated Custodian: In district buildings where there is only one custodian.

CLAUSE III - HOURS OF WORK

As provided for in Article 10.

CLAUSE IV - WAGE AND SALARY SCHEDULE

See Rate Schedules at back of contract.

Head Custodian Allowance:

\$10.00 per month for supervision of each custodian working four (4) hours or less per day.

\$15.00 per month for supervision of each custodian working more than four (4) hours but less than eight (8) hours per day.

\$20.00 per month for supervision of each custodian working eight (8) hours per day.

Effective July 1, 1993, the incumbents in the Head Custodian positions at North Peace Senior Secondary School, Bert Bowes Junior Secondary School and Dr. Kearney Junior Secondary School will continue to receive the rate of pay in effect at that time (\$16.40 per hour) and will also continue to receive the negotiated rate increases applicable to the Head Custodian rate.

F.

The foregoing is applicable only to those individuals while they are in their respective positions held as of July 1, 1993.

Half-Time Custodians:

Wage differential to be 1/4 hour per day in excess of regular working hours. ie. 3 3/4 hours work - 1/4 hour lunch.

Relief Custodial Supervisor:

This position is to receive his/her normal base rate plus 75¢ (cents) per hour or the Working Foreman rate, whichever is greater.

Teacherages:

In rural areas, the cleaning of teacherages will be paid by the hourly rate.

MONTHLY PAYROLL WILL BE BASED ON 21.75 DAYS PER MONTH.

ARTICLE 25 - DURATION OF AGREEMENT

This Agreement shall be for a term of two (2) years from July 1, 1995 to June 30, 1997 with a wage reopener for the second year ~~(1996-97), both dates inclusive~~, and shall remain in full force from year to year thereafter unless either party within four months immediately preceding the date of expiry of this agreement (June 30, 1997, or any subsequent June 30th if this agreement is not renegotiated) by written notice requiring the other party to commence collective bargaining.

Should either party give written notice to the other to commence collective bargaining in good faith, pursuant to the above preceding the terms and conditions of, this agreement will continue to have force and effect until the parties conclude and execute a new or revised collective agreement, without prejudice to the right of either party to take action permitted by Part 5 of the Labour Relations Act, and without prejudice to the provisions of the new agreement.

ARTICLE 26 - RETROACTIVITY

There was a 0% salary increase for the 1995/96 contract year. Any salary adjustments for the 1996/97 contract year will be in accordance with the wage reopener.

IN WITNESS WHEREOF the Parties have caused this Agreement to

be executed this _____ day of _____, 19____, by affixing the signatures of their officers thereunto lawfully authorized in that behalf.

SIGNED FOR:
THE BOARD OF SCHOOL TRUSTEES
School District No. 60
OF
(Peace River North)

SIGNED FOR:
THE UNITED BROTHERHOOD OF
CARPENTERS & JOINERS
AMERICA, LOCAL 2397

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

CHAIRPERSON OF THE BOARD

PRESIDENT OF THE UNION

SECRETARY-TREASURER

SECRETARY

LETTER OF UNDERSTANDING

BETWEEN: THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 60
(PEACE RIVER NORTH)

AND THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF
AMERICA, LOCAL 2397

The Board and the Union agree as follows:

1. It is understood that the Board will provide opportunities for students and other members of the community to gain experience by working in our schools and/or departments.
2. The work experience workers shall not replace the regular employees covered by this agreement.
3. The parties agree that this Letter of Understanding may be abrogated by either party following a discussion of the concerns.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed this _____ day of _____, 19____, by affixing the signatures of their officers thereunto lawfully authorized in that behalf.

SIGNED FOR:
THE BOARD OF SCHOOL TRUSTEES,
School District No. 60
OF
(Peace River North)

SIGNED FOR:
THE UNITED BROTHERHOOD OF
CARPENTERS & JOINERS
AMERICA, LOCAL 2397

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

CHAIRPERSON OF THE BOARD

PRESIDENT OF THE UNION

SECRETARY-TREASURER

SECRETARY

LETTER OF UNDERSTANDING

BETWEEN: THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 60 (PEACE RIVER NORTH)

AND THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, LOCAL 2397

The Board and the Union agree as follows:

1. It is understood that there will be no layoffs or reductions in hours of work for the 1995-97 contract, with the following exceptions:

a) provided that the Board does not receive a reduction in funding or anticipated funds are not forthcoming during that period of time (1995-97 contract);

b) the Board may, through its normal operations, make changes in the hours of work as required in such cases as, but not limited to, changes in the bus routes which necessitates manpower requirements; and use of facilities which change the requirements for the custodial and maintenance workers;

c) the Board may make reductions in hours or layoffs as demanded by fluctuations in students (ie. student leaves district - requirements for TA/PCA may change);

d) the Board may continue to make reductions through attrition.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed this day of , 199 , by affixing the signatures of their officers thereunto lawfully authorized in that behalf.

SIGNED FOR: THE BOARD OF SCHOOL TRUSTEES, School District No. 60 OF (Peace River North)

SIGNED FOR: THE UNITED BROTHERHOOD OF CARPENTERS & JOINERS OF AMERICA, LOCAL 2397

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

CHAIRPERSON OF THE BOARD

PRESIDENT OF THE UNION

SECRETARY-TREASURER

SECRETARY

LETTER OF UNDERSTANDING
FOR THE 1995-97 COLLECTIVE AGREEMENT

BETWEEN: THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 60
(PEACE RIVER NORTH)

AND: THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF
AMERICA, LOCAL 2397

BUMPING:

a) The Board shall determine which positions are to be eliminated or reduced in hours. Where positions are interchangeable and not tied to geographic location, Article 8.01 shall apply. Geographic location is defined as being within 20 kilometres of the School Board Office.

b) An employee whose position is subject to layoff or reduction of hours shall be entitled to bump the junior employee within the same classification within his/her department, subject to geographic location as defined in (a) above. Should the employee be last on his/her department seniority list, s/he will be able to bump any junior employee within the bargaining unit provided the senior employee has the skill and ability to perform the work. Conditional on satisfactory service, the position shall become permanent after forty (40) working days.

c) Full-time employees may bump any employee with equal or less number of hours and in accordance with (b) above. Part-time employees may bump only part-time employees with equal or less number of hours.

d) The employee shall exercise his/her bumping rights within five (5) working days of receiving layoff or reduction notice. Where an employee declines to exercise this right, it shall be forfeited for that layoff or reduction.

e) This bumping provision does not apply to Teaching Assistants and Personal Care Attendants; that is, no one can bump into this department, however, Teaching Assistants and Personal Care Attendants may bump outside their department as laid out in Article 8.01.

f) Notice Period

i) In the case of layoff, see Article 8.02.

ii) In the case of a reduction in hours of work, an employee will be given a minimum of twenty-eight (28) calendar days notice, except in case of an emergency. (This does not apply to Teaching Assistants and Personal Care Attendants).

g) An employee is entitled to reinstatement to a former position if that position had previously been entirely cut and has subsequently been reinstated within a one year period. No posting is required.

DATED THIS 29th DAY OF JUNE, 1994.

SIGNED FOR:

SIGNED FOR:

BOARD OF SCHOOL TRUSTEES
School District No. 60
OF
(Peace River North)

UNITED BROTHERHOOD OF
CARPENTERS & JOINERS

AMERICA, LOCAL 2397

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

Original signed by Richard Broadbent
Dorothy Embreus

Original signed by

CHAIRPERSON OF THE BOARD

PRESIDENT OF THE UNION

Original signed by Edna Barber
Wellard

Original signed by Katharine

SECRETARY-TREASURER

SECRETARY

RATE SCHEDULE

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