

SOURCE	School	
EFF.	07	01
TERM.	02	30
No. OF EMPLOYEES	300	
NOMBRE D'EMPLOYÉS	LP	

**COLLECTIVE AGREEMENT**

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

**July 1, 2000 to June 30, 2002**

**ENTERED**

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**COLLECTIVE AGREEMENT**

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

**July 1, 2000 to June 30, 2002**

COLLECTIVE AGREEMENT

JULY 1, 2000 TO JUNE 30, 2002

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

JULY 1, 2000 TO JUNE 30, 2002

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, 2000 TO JUNE 30, 2002

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

**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 and to promote the positive morale and the well being of all employees in the bargaining unit;
- (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 work of equal value, the Board and Union have established a Joint Pay Equity Maintenance Committee composed of ~~two~~ (2) members from the Union and two (2) members from Management to maintain and make recommendations regarding the existing Pay Equity plan.

**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.

**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 in the case of Early Childhood Educators, ~~or~~ seven (7) hours daily, in the case of Clerical, Teaching Assistants, Personal Care Attendants, Crossing Guards, Bus Attendants, Lunch Period Monitors, Aboriginal Student Support Workers and Hall Monitors.

**2.02 REGULAR PART-TIME EMPLOYEE**

Shall mean an employee who has successfully completed the probationary period and is employed on a regular basis in a position involving less than eight (8) hours regular daily employment in the case of Early Childhood Educators or less than seven (7) hours daily in the case of Clerical, Teaching Assistants, Personal Care Attendants, Crossing Guards, Bus Attendants, Lunch Period Monitors, Aboriginal Student Support Workers and Hall Monitors.

**2.03 TEMPORARY EMPLOYEE**

Shall mean an employee who has been engaged to augment the regular staff for a specific purpose not to exceed six (6) calendar months, unless the period is extended by mutual consent of both parties in writing.

**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.

**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.

**2.10 REPLACEMENT EMPLOYEE**

Shall mean and include a regular or new employee who is replacing an employee for a period of 6 months or greater.

**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) Supervisor of Safety Services;
- vi) Maintenance Supervisor;
- vii) Confidential Secretaries (3);
- viii) Accountant/Systems Analyst;
- ix) Payroll Officer; and
- x) Plant Superintendent
- xi) Distance Education School Network Consultant
- xii) Early Childhood Education Coordinator/Administrator

- 3.02 The employer, its servants and agents agree that there shall be no discrimination, harassment, 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.

#### 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 who are laid off, taking leaves of absence or maternity leave, for more than twenty (20) working days, must pay in advance directly to the Union the minimum Union dues for the length of their leave.
- (d) Dues will be deducted from all temporary, casual and student employees.

#### 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 and June 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. The seniority lists shall also include the number of hours worked per week for all departments, except the Teaching Assistant Department which includes Personal Care Attendant, Lunch Period Monitor, Crossing Guard, Bus Attendant, Teaching Assistant, Early Childhood Educator, Hall Monitor and Aboriginal Student Support Worker positions;
  - (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 at all school district work sites on 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 Leave to Conduct Union Business
- a) 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.
  - b) The Union President or designate shall be granted 10 days leave, without pay, per contract year, with no loss of seniority or benefits, to conduct Union business.
- 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 six (6) Union members, including the Recording Secretary, 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 the Union is affiliated, shall be granted leave of absence, without pay and without loss of seniority, by the Board for a period of up to one (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.

**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 five (5) Union members

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, as outlined in Article **6.01**, plus a Trustee, shall meet three (3) times per year with the Joint Forum Committee during the months of October, February and May.

**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.

**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** If an employee is absent from work because of sickness or accident, s/he shall accrue seniority rights for a maximum of nine (9) months and shall retain seniority rights for a maximum of four (4) years. For the purpose of calculation, four (4) years shall be deemed to commence from the date of disability.

**7.06** The employee will retain, but not accumulate, seniority rights for periods of layoff or leave of absence beyond six (6) months.

**7.07** 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 twenty (20) calendar months without recall. 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.

**7.08** 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.

**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) The Board shall endeavour to fill temporary summer postings with regular employees who have been laid off for a definite period of time.
- (d) Postings shall be mailed upon request of the laid off employee.
- (e) 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.

Payment of vacation pay for employees who will be laid off for the summer months will be dated July 1<sup>st</sup>.

**8.04 Continuation of Benefits**

During terms of layoff or shutdown, for a period of less than ninety (90) days (excluding July and August), employees shall continue to receive coverage 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: -
- 1 week's pay for three (3) to six (6) consecutive months of employment:
  - 2 week's pay for six months to three years consecutive employment; and
  - 1 additional week's pay for each year beyond three years, to a maximum of 10 weeks.

**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. 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 takes a temporary position, upon completion of the temporary position, the regular employee shall be deemed to be in layoff status.
  - d)    Replacement Positions  
 When a regular employee is on leave for six (6) months or greater, his/her vacated position shall be posted as a replacement (Step 1) position. The employee on leave may return to his/her former position.  
  
 A regular employee may bid on the replacement (Step 1) posting and, if appointed, his/her vacated position will be posted as a replacement (Step 2) position.  
  
 A regular employee may bid on the replacement (Step 2) posting for the position vacated by the replacement (Step 1) employee and, if appointed, his/her vacated position will be posted as a regular position.

A regular employee, if appointed to a replacement (Step 1) or replacement (Step 2) position, shall be paid the rate for the position and suffer no loss of seniority or benefits for the duration of the replacement (Step 1) or replacement (Step 2) posting.

A new employee, if appointed to a replacement (Step 1) or replacement (Step 2) position, will receive seniority for the duration of the replacement (Step 1) or replacement (Step 2) posting and may be eligible for benefits in accordance with Article 18.

Upon the return of the person on leave, the replacement (Step 1) employee may return to his/her former position in the case of a regular employee, or in the case of a new employee, s/he shall be deemed to be in layoff position according to Article 8.01(b), and the bumping provisions do not apply.

Upon return of the replacement (Step 1) employee to his/her former position, the replacement (Step 2) employee shall be deemed to be in layoff position according to Article 8.01(b) and the bumping provisions do not apply.

Once a position has been vacated for longer than two years by a regular employee, the position will be posted as a permanent position. The two year period shall be calculated from the first day 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 rearrangement 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.

Transfers to another location for substantiated medical reasons may be requested by the employee involved. Such transfers must be mutually agreed upon between the Board, the Union and the Employee. Postings for this purpose will not be required.

**9.08 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.

9.09 Terminating employees will provide the Board with ~~two~~ week's notice, whenever possible.

9.10 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. (Locations outside of the 20 kilometre limit include Clearview, Prespatou, Upper Halfway, Wonowon, Hudson's Hope, Upper Pine, and Buick Creek Schools.)

If an employee chooses to commute to a position outside the geographic location as defined, s/he may do so, with the exception of Prespatou and Upper Halfway.

- 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.

## **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, Lunch Period Monitors, Aboriginal Student Support Workers and Hall 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.

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. Amendments to job classifications must be done through the Pay Equity process.

11.03 (a) Where a new job or classification is established, the appropriate rates of pay will be established through the Pay Equity process. 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 request for further review through the Pay Equity process.

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 (7 or 8 hours) shall be considered overtime. Overtime work shall be paid for at the rate of time and one-half for the first ~~two~~ (2) 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 - before the employee's next annual vacation.

(b) Time off in Lieu of Overtime  
Instead of monetary 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 for his/her regular position.

11.08 (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.

An employee shall not use his/her vehicle in the transportation of students during the course of his/her duties, except in the case of a medical emergency.

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

11.09 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.

11.10 Premium Pay

Employees shall receive an additional fifty (50¢) cents per hour in addition to the regular rate of pay while performing work where the enclosed environment is such that a respirator must be worn as outlined in the Workers' Compensation Board Regulations with regard to health hazards.

## ARTICLE 12 - STATUTORY HOLIDAYS

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

New Year's Day  
Labour Day  
Good Friday  
Thanksgiving Day

Easter Monday  
 Remembrance Day  
 Victoria Day  
 Christmas Day  
 Canada Day  
 Boxing Day  
 B.C. Day

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.

**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
2 yrs. but less than 5 yrs.	The greater of: 15 days or 6% of gross pay
5 yrs. but less than 11 yrs.	The greater of: 20 days or 8% of gross pay
11 yrs. but less than 18 yrs.	The greater of: 25 days or 10% of gross pay

18 yrs. but less than 23 yrs.	The greater of: 30 days or 12% of gross pay
23 years or more	The greater of: 35 days or 14% of gross pay

- 13.04 Employees who have received Vacation 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 school year necessitated by days not in session, shall have such days deducted from their vacation entitlement, leave without pay, personal leave or any combination thereof.
- 13.06 If an employee becomes ill 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.

**ARTICLE 14 - SICK LEAVE (Regular Employees - Full Time - 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 in receipt of payments from Workers' Compensation, regular pay is suspended.

**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.)

**ARTICLE 15 - SICK LEAVE / WEEKLY INDEMNITY / LONG TERM DISABILITY (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 Weekly Indemnity or Long Term Disability benefits, the Board agrees to pay the employee, upon request, the equivalent of 70% of his/her salary in the case of Weekly Indemnity and 60% of his/her salary in the case of Long Term Disability, until the employee receives payment from the insurer. This will be done provided that the insurer has approved the employee's claim for payment. 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. This will be done provided that the insurer has approved the employee's claim for payment. 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 will be in accordance with Article 9.01(c).

#### 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 1½ 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.

#### 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 (3) months before the expected date of birth;
- ii) proceed on maternity leave, without pay, at a time chosen by her during the 11 weeks immediately before the estimated date of birth.
- iii) or to an employee who becomes an adoptive parent.

Maternity leave may cover a period of up to six (6) calendar 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.

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

##### 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.

Where employees are on leave of absence pursuant to this article 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.

17.03 Extended Maternity Leave

At the request of the employee, the employer may grant a period of up to six (6) calendar 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 its portion of existing benefit coverage up to a maximum of six (6) calendar 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 18 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, ~~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.

17.11 Family Leave

Employees shall be allowed leave of absence, without pay and without **loss** of seniority and benefits, for the following reasons:

<u>Reason</u>	<u>Leave of Absence</u>
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
Care, health or education of an employee's immediate family	Up to five (5) working days

"Education" refers to any matter directly related to the ongoing education, **such** as:

- meeting with a tutor;
- meeting with a teacher (to discuss progress, etc.);
- meeting with district staff (discipline, etc.).

Attendance at graduation ceremonies, track meets, etc. are not considered in the above and there must be some urgency in the **matter**.

17.12 Illness of Dependents

For the purpose of this clause, dependent shall mean:

- a) minor dependent;
- b) totally dependent live-in designated relative

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 dependents.

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

17.13 Jury or Witness Duty

The Board shall grant Leave of Absence with pay to an employee summoned for jury duty or required to attend any legal proceedings by reason of subpoena. The employee shall pay to the Board any sum received for jury duty or witness fees.

EXCEPTION: Should the payment received for jury duty or witness fees be greater than the employee's regular day's pay, the Leave of Absence will be without pay and the employee will be entitled to keep the payment for jury duty or witness fees.

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-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-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

General Leave will ~~be~~ considered only after all other leaves and vacation entitlement are expended.

The Board may grant leave of absence, without pay, to an employee requesting such leave for family and/or educational purposes. Requests must be submitted in advance, in writing, 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.

An employee on an Extended Leave of Absence shall be entitled to continue benefit coverage by making payments to the Board for the full premium cost of the benefit plans. Payment must be made in advance in no more than two payments and must include payments for the duration of the leave.

- 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 former position, but, at the discretion of the employee, may return to the department by displacing the most junior regular employee with the same number of hours or less or may replace a temporary employee with the same number of hours or less. It is understood that, when the temporary appointment ends, the returning employee may then displace the most junior regular employee in the department.

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

17.18 Deferred Salary Leave Plan

The Board will maintain a Deferred Salary Leave Plan for Local 2397 members.

Components of the Plan are:

- The Plan allows employees to defer a portion of their salary (33 1/3%, 25% or 20%) over a period of 2, 3 or 4 years and to withdraw the deferred amount during a one year leave of absence.
- There is no minimum length of employment required to be eligible to participate in the Plan.
- All employees are eligible to participate two times in the Plan.
- Applications must be received by the Secretary-Treasurer prior to March 31st for contributions to commence the following September (9, 10 and 11 month employees) or July (12 month employees).

**ARTICLE 18 - 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.

All employees covered by this collective agreement shall be treated equally in taking primary coverage for themselves and their families. This coverage will be available to all regular and replacement employees on the first day of the month following the completion of their probationary period. Exception: a temporary employee who has served more than two (2) months and is subsequently hired to fill the posted position permanently shall have benefit coverage commence the first day of the month following the date of permanent employment, if otherwise eligible for benefits.

NOTE:

Unless specifically stated herein, it is understood that benefit plans within Article 18 will be underwritten by carriers that are mutually acceptable to the parties.

**18.01** 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.

**18.02** 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.

**18.03** 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).

**18.04** 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.

**18.05** Dental Plan

All regular employees employed 15 hours or more per week 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.

- 18.06** 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.
- 18.07** 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.
- 18.08** Voluntary Registered Retirement Savings Plan  
The Board shall establish a Voluntary Registered Retirement Savings Plan as a monthly payroll deduction for all regular employees. The Board will have the right to choose the carrier for this plan.

## ARTICLE 19 - TECHNOLOGICAL AND OTHER CHANGES

- 19.01** 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.
- 19.02** 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.
- 19.03** 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.
- 19.04** 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.
- 19.05** Cost  
The cost to employees having to **buy** new tools due to technological and other changes shall be reimbursed by the Board.
- 19.06** 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 first **seek** mutual agreement between the Union and Management. The matter will then be referred to the Pay Equity Process.

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 the Pay Equity process.

19.07 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.

**ARTICLE 20 - 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 4 members of management and 4 members of the Union, shall also discuss activities to be offered on the District-Wide Professional Development Day.

**ARTICLE 21 - GENERAL SECURITIES**

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

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

21.03 Contracting Out

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

21.04 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.

21.05 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 machiner rooms in schools where duplicating or other similar equipment is to be operated.

21.06 Coveralls/Smocks

a) The Board will supply coveralls or smocks for labourers, mechanics, plumbers, painters welders, the Computer Service Department and the Equipment Repair Department.

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

21.07 Every school shall be supplied by the Board with rubber gloves, goggles and dust masks when required for use by the employee in the performance of his/her duties.

21.08 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.

21.09 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 or harassment as a result of such refusal.

21.10 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.

21.11 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.

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

21.13 Travel Allowance

A regular employee shall be eligible for a travel allowance pro-rated at 7% of the employee's annual gross salary to a maximum of \$3,000 per contract year. For income tax purposes, this allowance is deemed to be included in amounts outlined in the salary grid and will not be separated on the monthly pay slip. The accumulated travel allowance shall be reported in the appropriate box on the T-4 slip at the end of the year.

21.14 Steel-Toed Boots

The Board shall reimburse employees up to \$75.00 per year, upon receipt toward the purchase of steel-toed work wear when required for use by the employee in the performance of his/her duties.

**ARTICLE 22 - HARASSMENT/SEXUAL HARASSMENT**

22.01 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.

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

22.03 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.

22.04 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.

22.05 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.

22.06 Investigation

The employer shall investigate the complaint. The investigation shall be conducted by a person who shall have training and/or experience in investigating complaints of harassment. The complainant may request that the investigator shall be of the same gender as the complainant and where practicable, the request will not be denied.

The investigation shall be conducted as soon as is reasonably possible and shall be completed in ten (10) working days unless otherwise agreed to by the parties, such agreement not to be unreasonably withheld.

22.07 Resolution

1. The Board will inform the complainant of action(s) that are being taken in response to the complaint.
2. Where it has been found that harassment has occurred, the violator will be subject to disciplinary actions up to and including suspension and/or dismissal of an employee. Consideration will be given to ensure due process has been followed.
3. The perpetrator(s) of harassment may be required to attend counselling. Programs may be made available for the victim/harasser through utilization of community programs or resources.
4. Where possible or practical, the Board may provide an alternate work setting if working together is found to be intolerable. Consideration will be given only during circumstances where investigation/hearing is prolonged.
5. Any person who registers a complaint which is found to be malicious shall be subject to disciplinary actions up to and including suspension or dismissal.

**ARTICLE 23 - DISCHARGE AND DISCIPLINE**

23.01 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.

23.02 The Union shall be entitled to ~~the~~ use of a tape recorder at disciplinary meetings.

23.03 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 which 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.

23.04 Employees are entitled to receive a written report of all accusations ~~or~~ complaints pertaining to their employment ~~or~~ behaviour 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.

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

#### **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. The Union shall be entitled to the use of a tape recorder at this discussion. 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 of School Trustees of School District No. 60 consisting of at least three (3) representatives of the Board of School Trustees of School District No. 60, 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 of School Trustees of School District No. 60; 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.

The arbitrator shall be mutually agreed upon.

24.06 **Stage Five**

Should the Board of Arbitration find that an employee has been suspended or dismissed for other than just cause, the Board of Arbitration may direct the Board of School Trustees of School District No. 60 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 of Arbitration 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.

**ARTICLE 25 - DURATION OF AGREEMENT AND REMUNERATION**

This Agreement shall be for a term of ~~two~~ years from July 1, 2000 to June 30, 2002 and shall remain in full force from year to year thereafter unless either party, within four (4) months immediately preceding the date of expiry of this agreement (June 30, 2002, or any subsequent June 30th if this agreement is not renegotiated) by written notice requiring the other party to commence collective bargaining.

In the event the Ministry of Education releases additional funding for support staff collective bargaining compensation settlements over and above 2% within the duration of this agreement and is made available to the Employer, the Employer agrees to distribute those funds in consultation with the Union.

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.



## **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.

#### **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.

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.

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) continuous hour of work.

Placement in Special Circumstances:

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

The parties shall identify teaching assistants 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.

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.

**EARLY CHILDHOOD EDUCATOR APPENDIX**

**CLAUSE I- EARLY CHILDHOOD EDUCATOR**

Appointment of Temporary Supervisor

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

When an employee assumes the role of temporary supervisor, s/he will receive 75¢ per hour over his/her own rate.

**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.

**Inclement Weather Conditions**

Crossing Guards located at the Charlie Lake, Duncan Cran and Robert Ogilvie Elementary Schools will be paid \$20.00 per month worked for extra costs incurred for protection against inclement weather conditions.

**AUSE 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.

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

Appointment of Temporary Foreman

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 Temporary Foreman, s/he will receive seventy-five (75¢) cents per hour over his/her own rate or the working foreman rate, whichever is greater. (See Maintenance Appendix Clause II for the construction standard rate.)

Appointment of Leadhand

When an employee oversees up to two (2) other workers, s/he shall be paid leadhand wages. (See rate schedule for leadhand wages.)

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
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:

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

**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 shall be as per the posting.



## TRANSPORTATION APPENDIX

### CL I - TRANSPORTATION STAFF

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

### CLAUSE II - CLASSIFICATION

- a) 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.
- b) 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.
- c) Mechanic - unlicensed.
- d) Mechanic - licensed.
- e) Working Foreman - licensed.

### CLAUSE H- REGULAR HOURS OF WORK

- a) Bus Drivers: - Any eight (8) hours or less (excluding meal breaks) on a regular work day between commencement of employment and twelve (12) hours thereafter.
- b) 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.

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.

#### Relief Transportation Supervisor

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.

#### Overnight School Activity Trios

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

**\$10.00**  
**\$18.00**  
**\$24.00**

Maximum - \$52.00 per day

**SHOP TRIPS:** Drivers taking buses in for shop trips will be paid the greater of \$35.00 per trip or their hourly rate based on travel time spent to and from the School District Bus Garage.

**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.

**A** prospective bus driver who accompanies a School District bus driver to familiarize him/herself with any given bus route will be paid **a flat** rate of \$20.00 for a complete run or \$10.00 for either of the a.m. or p.m. runs.

**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. 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.

#### Appointment of Temporary Head Custodian :

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

#### 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.

#### Teacherages :

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

### CLAUSE V

Upon receipt of substantiated medical evidence indicating that the Head Custodian will be absent for an indefinite period of time, a replacement posting will be issued.

**MONTHLY PAYROLL WILL BE BASED ON 21.75 DAYS PER MONTH.**

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

Work Experience

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 13th day of February 1996, by affixing the signatures of their officers thereunto lawfully authorized in that behalf.

SIGNED FOR:

THE BOARD OF SCHOOL TRUSTEES,  
School District No. 60  
(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

Original signed by Richard Broadbent .

Original signed by Agnes Aikins

\_\_\_\_\_  
CHAIRPERSON OF THE BOARD

\_\_\_\_\_  
PRESIDENT OF THE UNION

Original signed by Edna Barber

Original signed by Debra Kellestine

\_\_\_\_\_  
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

RE: Teacher Assistant Program

1. Placement of trainees in schools or classrooms will be based on the skills and abilities they must develop in order to complete the requirement of their practicum. They may or may not be placed in classrooms or libraries with teachers who have support staff assigned.
2. Trainees will not be used as substitutes for employees.
3. Employees will not have their hours of work decreased or positions eliminated due to practicum placements.
4. The classroom teacher will be responsible for the day-to-day supervision of the trainee.
5. While the college is responsible for evaluating the performance of the trainee, the College may request input from the sponsor teacher.
6. If problems arise with the performance of the trainee, the teacher will notify the Administrative Officer.
7. Trainees have been instructed in the importance of confidentiality, however, trainees must be made aware of individual schools' procedures.
8. When an employee is completing the practicum portion of the Teacher Assistant Program in their regular Union position, they will be given educational leave with pay for the time period that they are required to perform duties that may contravene the Collective Agreement. These employees will not be replaced.

DATED THIS 12TH DAY OF FEBRUARY, 1996

SIGNED FOR

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

PARTY OF THE FIRST PART

Original signed by Richard Broadbent

\_\_\_\_\_  
CHAIRPERSON OF THE BOARD

Original signed by Edna Barber

\_\_\_\_\_  
SECRETARY-TREASURER

SIGNED FOR:

UNITED BROTHERHOOD OF  
CARPENTERS & JOINERS OF  
AMERICA, LOCAL 2397

PARTY OF THE SECOND PART

Original signed by Agnes Aikins

\_\_\_\_\_  
PRESIDENT OF THE UNION

Original signed by Debra Kellestine

\_\_\_\_\_  
SECRETARY

Position	Previous Hourly Rate	Pay Equity April 1/1999	Wage Increase July 1, 2000	Monthly July 1, 2000	Target	Casual
<b>Library Clerk</b>						
	16.93	16.93	17.34	2640.02		16.65
Benefits Clerk / Payroll Assistant	18.60	18.98	19.39	2952.13	19.78	18.61
<b>Secretary</b>	18.43	18.79	19.20	2923.20	19.59	18.43
Head <b>Secretary</b>	19.27	19.94	20.35	3098.29	21.08	
Library Technician	18.25	18.47	18.88	2874.48	19.12	18.12
Teaching Assistant	16.40	16.49	16.90	2389.66	17.00	16.22
Teaching Assistant (Lab Assistant)	17.35	17.79	18.20	2573.48	18.68	17.47
Personal Care Attendant	18.02	18.70	19.11	2702.15	19.87	18.35
Aboriginal Student Support Worker	17.08	17.42	17.83	2521.16	18.21	17.12
Crossing Guard	16.12	16.12	16.53	2337.34		15.87
<b>Bus Attendant (Playground)</b>	16.12	16.12	16.53	2337.34		15.87
Bus Attendant (Special Needs)	17.49	17.98	18.39	2600.35	18.93	17.65
Lunch Period Monitor	16.40	16.49	16.90	2389.66	17.00	16.22
Lunch Period Monitor (School Meals)	16.12	16.12	16.53	2337.34		15.87
Hall Monitor	16.12	16.12	16.53	2337.34		15.87
<b>Maximum - 8 hours/day</b>						
<b>Early Childhood Educator</b>	17.63	17.71	18.12	2928.19	18.21	17.40
Tradesperson - without ticket	19.04	19.04	19.45	3384.30		18.67
Tradesperson - without ticket plus 5 years with SD#60	19.64	19.64	20.05	3488.70		
Leadhand	50¢ per hour in addition to regular rate					
Utility Person	17.70	17.70	18.11	3151.14	18.29	17.39

Position	Previous Hourly Rate	Pay Equity April 1/1999	Wage increase July 1, 2000	Monthly July 1, 2000	Target	Casual
Carpenter	20.42	20.42	20.83	3624.42		20.00
Delivery Person	17.63	17.63	18.04	3138.96		17.32
Joiner	20.42	20.42	20.83	3624.42		20.00
Labourer	17.02	17.02	17.43	3032.82	17.96	16.73
Equipment Serviceperson	19.38	19.38	19.79	3443.46	20.78	19.00
Storeperson / Locksmith	20.42	20.42	20.83	3624.42	18.96	20.00
Electronic Technician	21.31	21.31	21.72	3779.28	21.96	20.85
Electrician	20.67	20.67	21.08	3667.92	21.11	20.24
Plumber/Gasfitter	20.66	20.66	21.07	3666.18		20.23
Grounds Working Foreman	18.91	18.91	19.32	3361.68	19.70	18.55
Lead Painter	20.52	20.52	20.93	3641.82		
Painter	19.64	19.64	20.05	3488.70		19.25
Local Area Network Specialist	21.31	21.31	21.72	3779.28		20.85
Local Area Network Specialist (Senior Technician)	22.30	22.30	22.71	3951.54		
Wide Area Network Specialist	24.31	24.31	24.72	4301.28		23.73
District Computer Support Worker - no 2 year tech. ticket - no experience	17.63	17.63	18.04	3138.96		17.32
District Computer Support Worker - no 2 year tech. ticket - 2 years exp.	18.82	18.82	19.23	3346.02		
District Computer Support Worker - with 2 yr. tech. ticket	20.49	20.49	20.90	3636.60	21.05	20.06
School Bus Driver	18.48	18.48	18.89	3286.86		18.13
Mechanic	20.42	20.42	20.83	3624.42		20.00
Working Foreman - Transportation	21.21	21.21	21.62	3761.88		
Dispatcher	20.95	20.95	21.36	3716.64		20.51
Head Custodian	17.56	17.81	18.22	3170.28	18.49	17.49

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Position	Previous Hourly Rate	Pay Equity April 1/1999	Wage Increase July 1, 2000	Monthly July 1, 2000	Target	Casual
Custodian	16.53	16.53	16.94	2947.56		16.26
Designated Custodian	16.87	16.87	17.28	3006.72	17.33	16.59
Custodian - with boiler ticket *	\$90.00 per month in addition to regular rate					
Student	13.04	13.04	13.45	2340.30		

\* Applicable only to those individuals while they are in their respective positions held as of May, 1989.

Note: Casual employees who are hired to replace Designated Custodians will be paid at the Casual Custodian rate.

\*\* For Teaching Assistants, Personal Care Attendants, Aboriginal Student Support Workers, Crossing Guards, Bus Attendants, Lunch Period Monitors, and Hall Monitors • as per contract language in the applicable appendices, monthly rates are based on:

July 1, 2000 - June 30, 2001 - 20.2 days per month

July 1, 2001 - June 30, 2002 - 20.2 days per month

in accordance with the Ministry of Education calendar (plus statutory holidays).



\*\*\*\*\*

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed  
this 13th day of December, 2000,  
by affixing the signatures of their officers thereunto lawfully authorized in that behalf.

SIGNED FOR:

SIGNED FOR:

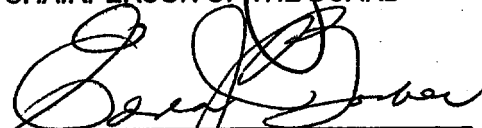
THE BOARD OF SCHOOL TRUSTEES  
School District No. 60  
(Peace River North)

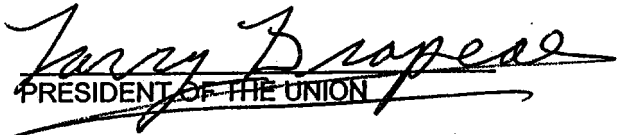
THE UNITED BROTHERHOOD OF  
CARPENTERS & JOINERS OF  
AMERICA, LOCAL 2397

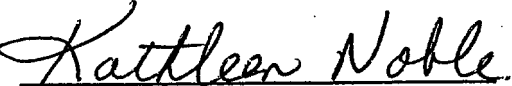
PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

  
\_\_\_\_\_  
CHAIRPERSON OF THE BOARD

  
\_\_\_\_\_  
SECRETARY-TREASURER

  
\_\_\_\_\_  
PRESIDENT OF THE UNION

  
\_\_\_\_\_  
SECRETARY

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