

COLLECTIVE AGREEMENT

RECEIVED
OCT 25 2007

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

July 1, 2006 to June 30, 2010

11067 (06)

ARTICLE 1 - OBJECTIVES.....	3
ARTICLE 2 -DEFINITIONS.....	3
ARTICLE 3 - RECOGNITION AND EMPLOYER RIGHTS.....	4
ARTICLE 4 - UNION SECURITY.....	5
ARTICLE 5 - UNION RIGHTS & UNION ACTIVITY.....	5
ARTICLE 6 - LABOUR MANAGEMENT COMMITTEE.....	7
ARTICLE 7 - SENIORITY.....	8
ARTICLE 8 - LAYOFF AND RECALL PROCEDURES.....	9
ARTICLE 9 - PROMOTION AND STAFF CHANGES.....	10
ARTICLE 10 - HOURS OF WORK AND SHIFTS.....	13
ARTICLE 11 - REMUNERATION.....	14
ARTICLE 12 - STATUTORY HOLIDAYS.....	16
ARTICLE 13 - ANNUAL VACATIONS WITH PAY.....	16
ARTICLE 14 - SICK LEAVE - (Regular Employees Working Less Than 15 hours per week).....	17
ARTICLE 15 - SICK LEAVE/WEEKLY INDEMNITY/LONG TERM DISABILITY (Regular Employees Working 15 Hours or More Per Week.....	18
ARTICLE 16 - SICK LEAVE (Temporary Employees).....	19
ARTICLE 17 -LEAVES OF ABSENCE.....	19
ARTICLE 18 - HEALTH AND WELFARE.....	24
ARTICLE 19 - TECHNOLOGICAL AND OTHER CHANGES.....	25
ARTICLE 20 - PROFESSIONAL DEVELOPMENT FUND.....	26
ARTICLE 21 - GENERAL SECURITIES.....	26
ARTICLE 22 - HARASSMENT/SEXUAL HARASSMENT.....	28
ARTICLE 23 - DISCHARGE AND DISCIPLINE.....	30
ARTICLE 24 - GRIEVANCE PROCEDURE.....	30
ARTICLE 25 - DURATION OF AGREEMENT AND REMUNERATION.....	31
LETTERS OF UNDERSTANDING.....	43
1. The second paragraph of Article 11.08(a) will not apply.	46
2. The difference between business and personal insurance on their vehicles will be paid.	46
3. When the students to be transported exceed three (3), alternate modes of transportation such as a bus will be sought.....	46
4. Care will be taken to ensure the safety of the above workers in so for as possible - when possible and when deemed necessary more than one worker will be in the vehicle driven by a Youth Care worker.	46
5. Letter of Understanding between Signatory School Boards and Signatory Support Staff Unions signed May 22, 2006.	47
RATE SCHEDULE.....	53
INDEX.....	58

COLLECTIVE AGREEMENT

EFFECTIVE JULY 1, 2006 TO JUNE 30, 2010

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 Procedural 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, Maintenance, Custodial, and Transportation, or seven (7) hours daily, in the case of Clerical, Educational Assistants, Crossing Guards, Bus Attendants, Lunch Period Monitors, Aboriginal Student Support Workers, Youth Care 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, Maintenance, Custodial, and Transportation, or less than seven (7) hours daily in the case of Clerical, Educational Assistants, Crossing Guards, Bus Attendants, Lunch Period Monitors, Aboriginal Student Support Workers, Youth Care 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 whose enrolment is confirmed for a full one year term at a Post Secondary Institution 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;
 - x) Plant Superintendent
 - xi) Distance Education School Network Consultant
 - xii) Systems Analyst/Programmer

xiii) 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, colour, 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 and stating the commencement date of employment. The Board will provide the Union with a seniority list showing the hours worked per week, when requested.
 - (b) job postings;
 - (c) names of Union members who apply for job postings within five (5) working days of the closing date;
 - (d) hiring's, 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 Meetinas
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 Meetinas 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.

ARTICLE 7 - SENIORITY

- 7.01 Seniority is defined as length of service in the Bargaining Unit and shall be applied on a bargaining unit-wide basis. Seniority shall be applied in determining preference for promotions, transfers, layoffs, and as set out in other provisions of this Agreement.
- 7.02 The Board shall maintain a seniority list showing the date upon which each employee's service commenced. The up-to-date seniority list made in January and June of each year shall be sent to each school and each department for posting on the Union bulletin boards.
- 7.03 For purpose of prevention and settlement of grievances, in respect of the administration of foregoing clauses, in instances where the date and time of hire is equivalent, a random draw will be made to pick the successful candidate.
- 7.04 If an employee is transferred to a supervisory position or any other position not covered by this Collective Agreement, s/he shall retain his/her seniority for the length of the probationary period, provided s/he keeps up his/her Union dues.
- 7.05 If an employee is absent from work because of sickness or accident, s/he shall accrue seniority.
- 7.06 An employee will not lose his/her seniority except in the event of termination. Termination shall mean:
- (a) Discharge for just cause;
 - (b) Resignation or retirement;
 - (c) Layoff for a period of 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.
- 7.07 In the event that the Board shall merge, amalgamate or combine any of its operations or functions

with another School District, the Board agrees to the retention of seniority rights for all its employees within the new District.

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 or temporary employee provided the regular employee has the required knowledge, skill and ability to fill such a position.
- (c) The Board will 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 1st.

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 by the plan (currently 12 months).

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 Educational 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 five (5) working days from date of posting. Upon the expiration of the five (5) day posting, the position shall be awarded within the following five (5) working days, where practicable.
- 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. Where the incumbent does not accept the increase, the hours shall be offered, where practicable, to the most senior qualified on site employee. 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.

- e) 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.
- f) Upon approval of LTD, a replacement position will be posted.
- g) In the case of Long Term Disability, 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.

h) Duty to Accommodate

Transfers under the Duty to Accommodate provisions of the British Columbia Labour Code are required from time to time.

When deemed so by both parties, a posted or a non-posted position may be filled by an individual under these provisions. This transfer can only take place as the result of mutual agreement by both parties and will be done without the usual posting arrangement under Article 9.01 of the Collective Agreement.

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.

Notwithstanding, the employee will have five (5) working days from the date of offer of the position to notify the Board of his/her acceptance.

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

9.05 Trial Period

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

9.06 Non-Bargaining Staff Appointments

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

9.07 Personality Conflicts

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

9.08 Transfers

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.

9.09 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.

9.10 Terminating employees will provide the Board with two weeks= notice, whenever possible.

9.11 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 in writing within five (5) working days of receiving layoff or reduction notice. The Board will give the employee his/her options for bumping within five (5) working days and the employee will have five (5) working days to inform the board of his/her intended action.
- e) Where an employee declines to exercise this right, it shall be forfeited for that layoff or reduction

No one may bump into an Educational Assistant, Bus Attendant (Special Needs), Early Childhood Educator, Youth Care Worker or Aboriginal Student Support Worker position. Employees in these positions may bump outside their department as laid out in Article 8.01.

However, the bumping provision applies to the balance of that department, being Lunch Period Monitor, Lunch Period Monitor (Meals), Crossing Guard, Bus Attendant (Playground) and Hall

Monitor classifications. That is, someone may bump into a Lunch Period Monitor, Lunch Period Monitor (Meals), Crossing Guard, Bus Attendant (Playground), or Hall Monitor position.

- f) If a new position classification is deemed to be in the Educational Assistant Department, the Board and Union will jointly determine how the bumping clause will apply to the new classification.
- g) 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 Educational Assistants positions).
- h) 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, Educational Assistants, Crossing Guards, Bus Attendants, Lunch Period Monitors, Aboriginal Student Support Workers, Youth Care 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 1 10.05(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 by mutual consent at the location level, or upon forty-eight (48) hours written notice. If forty-eight (48) hours written 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.

10.12 Four Hour Minimum

Whenever possible, throughout the school term, the Employer will endeavour to provide a minimum of four (4) hours of work for regular employees by combining several posted positions or adding additional hours in accordance with the Collective Agreement.

Exemptions from the four (4) hour minimum:

- a) **Noon hour/playground supervisors**
- b) **Crossing guards/Bus attendants**
- c) **Small schools with fewer than 75 students, in which case a two hour minimum will apply.**
- d) **School Meals program Aides**
- e) **Other positions by mutual agreement will be paid for actual hours worked**
- f) **Educational Assistant aide positions to support kindergarten students, which are currently 12.5 hours per week**

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 Procedural Committee.

11.03 (a) Where a new job or classification is established, the appropriate rates of pay will be established through the Pay Equity Procedural Committee.

- (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 Procedural Committee.

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 & Educational 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.

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) Educational Assistants Accompanying Children on out of Town Events

For Educational Assistants 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. This clause does not apply to Youth Care Workers.

- (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.

1 ■ 09 Upgrade Training

- (a) In the event of an employee taking a course of instruction initiated by the employer in order that the employee will be better qualified to perform his/her job, the Board will pay all course costs in advance.
- (b) In the event of an employee taking a course of instruction initiated by the employee and approved by the Board in order that the employee will be better qualified to perform hi/her job, the employee will pay all costs in advance and will be reimbursed by the employer upon successful completion.

1 ■ 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 annual vacation, s/he may choose to use accumulated sick leave and defer the holidays to 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 Working Less Than 15 hours per week)

- 14.01 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.
- 14.02 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.
- 14.03 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.
- 14.04 Sick leave credits will not be earned during periods of leave of absence, without pay, or maternity leave.
- 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 Workers' Compensation
- When an employee is in receipt of payments from Workers= Compensation, regular pay is suspended.

Sick Leave - Regular Employees Working Less Than 15 hours per week.

- 14.07 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.
- 14.08 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.
- 14.09 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. 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 their share of the cost.

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 90% of his/her expected net 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 long term disability will be in accordance with Article 9.01(d).

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 12 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 one (1) year 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 twelve (12) calendar months unpaid extended maternity leave.

17.04 Return to Duty - Maternity Leave

The employee shall provide at least one (1) month's written notice of return to original position held, but may return earlier than the twelve (12) 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 Durinu 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 twelve (12) 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 Durinu 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.

17.07 Paternity Leave

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

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

17.09 Compassionate Leave

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

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

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

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

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

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

17.10 Mourner's Leave

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

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

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

17.11 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

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 is 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

Eligibility for personal discretionary days shall be calculated on years of service as per Article 13.01. A maximum of two (2) discretionary days will be granted per calendar 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 calendar 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 calendar 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 calendar 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 calendar 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 Extended Compassionate Leave

General Leave may be granted to an employee who is absent from work because of serious illness or accident of a family member, as defined in Article 17.09(a). Seniority will continue to accrue during this leave.

17.17 General Leave

The employee shall provide at least one (1) month's written notice of return to original position held.

General Leave will be considered only after all other leaves and vacation entitlements 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.

17.18 Extended Leave of Absence

The employee shall provide at least one (1) month's written notice of return to original position held.

- 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.

17.19 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 \$140.00 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 enrolment 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(s).

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 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.

E 19 OGIC) 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 Procedural Committee.
- 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 2 members of management and 2 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 machine 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, carpenters, electricians, the Technology Department and the Equipment Repair Department.
 - b) The Board shall supply two (2) smocks for each Educational Assistant II 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 recognizeduring 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

After six (6) months of continuous employment, 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. If the \$75.00 is not used, it may be carried over for one (1) year.

ARTICLE 22 - HA

RA

22.01. General

- a. The employer recognizes the right of all employees to work, to conduct business and otherwise associate free from harassment or sexual harassment.
- b. The employer considers harassment in any form to be totally unacceptable and will not tolerate its occurrence. Proven harassers shall be subject to discipline and/or corrective actions. Such actions may include counselling, courses that develop an awareness of harassment, verbal warning, written warning, transfer, suspension or dismissal.
- c. No employee shall be subject to reprisal, threat of reprisal or discipline as the result of filing a complaint of harassment or sexual harassment which the complainant reasonably believes to be valid.
- d. All parties involved in a complaint agree to deal with the complaint expeditiously and to respect confidentiality.
- e. The complainant and/or the alleged offender, if a member(s) of the Local, may at the choice of the employee be accompanied by a representative(s) of the Local at all meetings in this procedure.

22.02 Definitions

- a. For the purpose of this article harassment shall be defined as including:
 - i. sexual harassment; or
 - ii. any improper behaviour that is directed at or offensive to any person, is unwelcome, and which the person knows or ought reasonably to know would be unwelcome; or
 - iii. objectionable conduct, comment, materials or display made on either a one-time or continuous basis that demeans, belittles, intimidates, or humiliates another person; or
 - iv. the exercise of power or authority in a manner which serves no legitimate work purpose and which a person ought reasonably to know is inappropriate; or
 - v. such misuses of power or authority as intimidation, threats, coercion and blackmail.
- b. The definition of "sexual harassment" shall include:
 - i. any comment, look, suggestion, physical contact, or real or implied action of a sexual nature which creates an uncomfortable working environment for the recipient, made by a person who knows or ought reasonably to know such behaviour is unwelcome; or
 - ii. any circulation or display of visual material of a sexual nature that has the effect of creating an uncomfortable working environment; or
 - iii. an implied promise of reward for complying with a request of a sexual nature; or

- iv. a sexual advance made by a person in authority over the recipient that includes or implies a threat or an expressed or implied denial of an opportunity which would otherwise be granted or available and may include a reprisal or a threat of reprisal made after a sexual advance is rejected.

22.03. Resolution Procedure

a. Step 1

The complainant, if comfortable with that approach, may choose to speak to or correspond directly with the alleged harasser to express his/her feelings about the situation.

Before proceeding to Step 2, the complainant may approach his/her supervisor, staff rep or other contact person to discuss potential means of resolving the complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved.

b. Step 2

- i. If a complainant chooses not to meet with the alleged harasser, or no agreement for resolution of the complaint has been reached, or an agreement for resolution has been breached by the alleged harasser, a complaint may be filed with the Secretary-Treasurer or designate.
- ii. The employer shall notify in writing the alleged harasser of the complaint and provide notice of investigation.
- iii. In the event the Secretary-Treasurer is involved either as the complainant or alleged harasser, the complaint shall, at the complainant's discretion, be immediately referred to a third party as mutually agreed, who shall have been named by prior agreement of the employer and the Local who shall proceed to investigate the complaint in accordance with Step 3 and report to the board.

c. Step 3

- i. 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.
- ii. 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.

22.04. Remedies

- a. Where the investigation determines harassment has taken place, the complainant shall, when appropriate, be entitled to but not limited to:
 - i. reinstatement of sick leave used as a result of the harassment;
 - ii. any necessary counselling where EFAP services are fully utilized or where EFAP cannot provide the necessary services to deal with the negative effects of the harassment;
 - iii. redress of any career advancement or success denied due to the negative effects of the harassment;
 - iv. recovery of other losses and/or remedies which are directly related to the harassment.

- b. Where the investigator has concluded that harassment or sexual harassment has occurred, and the harasser is a member of the bargaining unit, any disciplinary sanctions that are taken against the harasser shall be done in accordance with provisions in the agreement regarding discipline for misconduct.
- c. The Local and the complainant shall be informed in writing that disciplinary action was or was not taken.
- d. If the harassment results in the transfer of an employee it shall be the harasser who is transferred, except where the complainant requests to be transferred.
- e. If the employer fails to follow the provisions of the Collective agreement, or the complainant is not satisfied with the remedy, the complainant may initiate a grievance at Stage 3 of Article 24 (Grievance Procedure). In the event the alleged harasser is the Secretary-Treasurer, the parties agree to refer the complaint directly to expedited arbitration.

22.05. Training

- a. The employer, in consultation with the Union, shall be responsible for developing and implementing an ongoing harassment and sexual harassment awareness program for all employees.

Where a program currently exists and meets the criteria listed in this agreement, such a program shall be deemed to satisfy the provisions of this article. This awareness program shall initially be for all employees and shall be scheduled at least once annually for all new employees to attend.

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 Both the Union and the Board 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 and the Board 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 Accountant/Systems Analyst. 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, 2006 to June 30, 2010 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, 2010, or any subsequent June 30th if this agreement is not renegotiated) by written notice requiring the other party to commence collective bargaining.

The compensation mandate, under which this collective agreement effective July 1, 2006 to June 30th, 2010 was negotiated, provides for a 2% increase per year in each of the four years of the contract.

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.

EDUCATIONAL ASSISTANTS APPENDIX

The Board is committed to working towards a four (4) hour minimum to increase the hours in this department.

CLAUSE I- EDUCATIONAL ASSISTANTS

Shall include all personnel working as Educational Assistants working in a casual or temporary position within their department shall accumulate seniority.

Educational Assistants are required by individual need.

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

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

An Educational Assistant who works fifteen (15) hours per week or more is deemed to be half-time for the purpose of establishing benefit entitlements.

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

Educational 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 Educational Assistants 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 Educational Assistants 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 Educational Assistant without agreement of the employee involved.

Postings shall be mailed to all Educational Assistants, crossing guards, youth care workers, 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 educational assistant the needs of the student may warrant a new placement.

The parties shall identify educational assistants 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 or supervisor 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 \$0.75 per hour over 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.

CLAUSE II - SALARY SCHEDULE

See Rate Schedules at back of contract.

LUNCH PERIOD MONITORS APPENDIX

CLAUSE I - LUNCH PERIOD MONITORS

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

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

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

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 and Technology 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:

PRIOR TO:	
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

CLAUSE 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 III - 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. (This applies only to employees hired before July 1st, 2002).

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 Trips

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

Drivers who require expense money prior to departure on a trip shall be advanced expense money in accordance with the number of days they will be away from their home terminal.

<u>Footnote:</u>	<u>Present Board Policy</u>
Breakfast	\$10.00
Lunch	\$18.00
Dinner	\$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.

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 custodial personnel under the supervision of the Site Administrator or Supervisor.

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. i.e. 3 3/4 hours work - 1/4 hour lunch.

Teacherages:

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

MONTHLY PAYROLL WILL BE BASED ON 21.75 DAYS PER MONTH.

LETTERS 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

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: Aboriginal Student Support Workers

Preamble: It is understood that the Provincial funding for Aboriginal Education Program is intended to support aboriginal students in three distinct programs: Aboriginal Language and Culture, Aboriginal Support Services and Other Approved Aboriginal Programs which improve the demonstrated success of Aboriginal students. To this end it is deemed necessary to have these programs staffed by individuals from Aboriginal descent. If Aboriginal persons are not available, positions will not be filled.

It is therefore agreed that: The following individuals are grand-fathered and may continue to work as Aboriginal Student Support Workers:

Janet Shawchek
Margaret Maull
Sylvia Zettergreen

Charlie Lake
Dr. Kearney

DATED THIS 5th DAY OF JUNE, 2002.

SIGNED FOR:

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

PARTY OF THE FIRST PART

Original signed by Mike Pomeroy
CHAIRPERSON OF THE BOARD

Original signed by Edna J. Barber
SECRETARY-TREASURER

SIGNED FOR:

UNITED BROTHERHOOD OF
CARPENTERS & JOINERS OF
AMERICA, LOCAL 2397

PARTY OF THE SECOND PART

Original signed by Larry Drapeau
PRESIDENT OF THE UNION

Original signed by Kathleen Noble
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: Youth Care Workers

It is understood that:

1. The following youth care worker will be brought straight across into the Local 2397 Bargaining Unit with her current seniority from BCGEU that is BCGEU start date will **be** used for School District No. 60 start date.

Carol Berg

For the above and all future Youth Care Workers:

1. The second paragraph of Article 11.08(a) will not apply.
2. The difference between business and personal insurance on their vehicles will be paid.
Mileage will be paid in accordance with Policy #4401.
3. When the students to be transported exceed three (3), alternate modes of transportation such as a bus will be sought.
4. Care will be taken to ensure the safety of the above workers in so far as possible -when possible and when deemed necessary more than one worker will be in the vehicle driven by a Youth Care worker.

DATED THIS 27th DAY OF August, 2002.

SIGNED FOR:

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

PARTY OF THE FIRST PART
(Original signed by Edna J. Barber)

SECRETARY-TREASURER

SIGNED FOR:

UNITED BROTHERHOOD OF
CARPENTERS & JOINERS OF
AMERICA, LOCAL 2397

PARTY OF THE SECOND PART
(Original signed by Larry Drapeau)

PRESIDENT OF THE UNION

Letter of Understanding (LOU)

Between

BC Public School Employers' Association

And

School Boards who are Signatories to this LOU

And

Support Staff Unions who are Signatories to this LOU

The parties to this Letter of Understanding are the BC Public School Employers' Association (BCPSEA), school boards who are signatories to this LOU, and the support staff unions who are Signatories to this LOU.

The terms set out below represent a full and final settlement of all outstanding cost issues between the parties who are signatories to this LOU. All outstanding cost demands not specifically addressed below are deemed to be withdrawn.

Subsequent to the execution of this document, the local parties will prepare and execute a Memorandum of Agreement incorporating the terms set out herein, together with any other non-cost issues agreed to between the parties.

It is understood and agreed that the obligations of school districts set out in this Letter of Understanding shall be of no force and effect unless a collective agreement has been reached by the affected local parties prior to June 30, 2006, and subsequently ratified.

Term

July 1, 2006 to June 30, 2010

General Wage Increase

July 1, 2006 2%

July 1, 2007 2%

July 1, 2008 2%

July 1, 2009 2%

Incentive Payment

Should the parties conclude an agreement by June 30, 2006 and the settlement is subsequently ratified, each bargaining unit member who is an employee of the School District at the earlier of the date of ratification or June 30, 2006 shall be eligible to receive a one time lump sum incentive payment.

The following principles for distribution shall guide the parties in the distribution of this one-time funding:

- The incentive payment shall be up to \$ 3,700 for each full-time equivalent employee and shall be pro-rated for part-time employees.
- For the purpose of the determination of the amount of the incentive payment, a full-time equivalent employee is an employee who worked on a full-time basis for the period of July 1, 2005 to June 30, 2006. For the purposes of this payment, "full-time" means the greater of 35 hours per week or the definition of "full-time" employee set out in the collective agreement. If ratification occurs prior to June 30, 2006, the incentive payment would be based from September 1 2005 to the date of ratification. The incentive payment for an employee who worked less than full-time over this period shall be pro-rated for the fraction of full-time work over this period that the employee worked.
- The one-time payment is subject to normal statutory deductions.
- Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's incentive payment:

maternity or parental
short-term disability
long-term disability that commenced within the twelve (12) month period ending on the
incentive eligibility date
leaves granted to employees in receipt of workers' compensation benefits

The incentive payment shall be paid to employees as soon after the date of ratification as is practicable for the institution to determine and pay the payment amounts to employees, The employer shall make every reasonable effort to make the incentive payment to employees no later than June 30, 2006.

Subject to the allocated funding above, the local and the district may also choose to allocate the funds in a manner consistent with the district's staffing structure.

Public Education Support Staff Skills Enhancement, Apprenticeship and Workforce Adjustment Committee

1. The parties agree to establish a Support Staff Skills Enhancement, Apprenticeship and Workforce Adjustment Committee which shall consist of four (4) representatives of support staff unions who are signatories to this LOU, and four (4) representatives of BCPSEA.
2. By no later than September 30, 2006, the Committee shall develop specific criteria to be used in allocating the funds provided to it under this Letter of

Understanding, including the processes and deadlines under which Districts and local unions may jointly seek to access funds held by the Committee. These processes will include a requirement that Districts and local unions seeking to access the funds provide the Committee with:

- a) an employee demographic analysis; and
- b) human resource plan which provides for the development and maintenance of a qualified and sustainable support staff workforce.

In the event the Committee cannot agree on any of the matters within its jurisdiction, these matters will be referred to Mark Brown for mediation and, if, necessary final adjudication.

Skills Enhancement and Retraining Funding

3. The Committee will be provided with a one-time payment equal to a province wide maximum of \$3,000,000, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with \$1.5 million). These monies will be used to support skills training, retraining, or professional enhancement for support staff employees.

4. The funding will be available to all support staff employees whose support staff unions become signatories to this Letter of Understanding.
5. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

Apprenticeship Opportunities Funding

6. The Committee will be provided with a one-time payment equal to a maximum of \$3,000,000, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with \$1.5 million). These monies will be used to facilitate and support apprenticeship opportunities in British Columbia school districts.
7. The funding will be available to all support staff employees whose bargaining agents become signatories to this Letter of Understanding.
8. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

Apprentice Sponsor Funding

9. The Committee shall be provided with funding in the following maximum amounts, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with 50% of the funding set out below), to provide a wage increase to all employees with Trades Qualifications:

July 1, 2007 \$828,000
July 1, 2008 \$828,000
July 1, 2009 \$828,000

10. It is understood that employees with Trade Qualifications will provide guidance and support to apprentice employees as directed by their employer.
11. The funding will be available to all support staff employees whose bargaining agents becomes signatories to a Letter of Understanding containing the terms and conditions outlined herein.
12. The amount of the wage increase shall be determined by dividing the available monies in each year equally between employees with Trades Qualifications in signatory bargaining units.
13. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner as prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

Workforce Adjustment Committee Funding

14. The Committee will be provided with a one-time payment equal to a maximum of \$4,000,000, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with \$2 million). These monies will be used to facilitate and support workforce adjustment issues arising from non-routine and fundamental restructuring within a given school district, including shared services and regionalization. Any unused portion of the money from this fund will be reallocated (in the discretion

of the Committee) to either the Skills Enhancement and Retraining Fund and/or the Apprentice Opportunities Fund.

15. The funding will be available to all support staff employees whose bargaining agents become signatories to this Letter of Understanding.
16. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

Labour Market Adjustment Fund

17. Subject to the approval of the Committee, a district may address demonstrated recruitment or retention issues that can be objectively determined with reference to specific criteria, including:
 - I. Demonstrating evidence of recruitment or retention difficulties;
 - II. Providing relevant market data that specifically includes employers likely to recruit from the public sector employer and employers that the public sector employer has recruited from;
 - III. Identifying which occupations and the number of employees that will be affected by the adjustment;
 - IV. Identifying options for the size of the market adjustments, and identify the risks associated with each of the options; i.e. collective bargaining;
 - V. Demonstrating that the employer has provided significant training to employees in an occupation, and that a business case can be made for an adjustment.

Adjustments proposed under this paragraph must be funded through demonstrable cost neutral trade-offs.

18. In addition, the Committee shall be provided with Labour Market Adjustment funding in the following maximum amounts, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with 50% of the funding set out below):

July 1, 2007	\$1,656,000
July 1, 2008	\$828,000
July 1, 2009	\$828,000

19. The funding will be available to all support staff employees whose bargaining agents become signatories to this Letter of Understanding.
20. In order to access the funding set out in paragraph 18 above, districts and locals must make joint application to the Committee and must demonstrate that the funding sought will be used to address recruitment and retention issues on the basis of the criteria set out in paragraph 17 above. The provision of this funding will be subject to the approval of PSEC.
21. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.
22. The continuation of the Labour Market Adjustment Fund beyond July 1, 2009 shall be determined during the next round of collective bargaining between the parties.

Trades Adjustment

23. The Committee shall be provided with funding in the following maximum amounts, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of

Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with 50% of the funding set out below), to provide a wage increase to all employees with Trades Qualifications:

July 1, 2006	\$1,656,000
July 1, 2007	\$828,000
July 1, 2008	\$828,000

24. The amount of the wage increase shall be determined by dividing the available monies in each year equally between employees with Trades Qualifications in signatory bargaining units.
25. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

Liaison on Education Policy Matters

26. The Minister of Education will establish scheduled opportunities for representatives of support staff unions to discuss education policy matters that have employment implications for their bargaining unit members.

Education Assistants Committee

28. During this round of collective bargaining, representatives of the support staff unions raised concerns with educational assistants working hours and not being paid.
29. The parties agree to establish an Educational Assistants Committee which shall consist of two (2) representatives of support staff unions who are signatories to this LOU and two (2) representatives of BCPSEA by no later than July 1, 2006. The committee shall investigate and make recommendations concerning this issue, including directions for resolution to Districts and locals.

Long Term Disability and Joint Early Intervention

30. Employers whose bargaining units become signatories to this LOU and who are not currently members of the Public Education Benefits Trust (PEBT) shall become members of the PEBT (including the operation of the Joint Early Intervention Service). It is understood that Government will provide the PEBT with funding in the maximum amount of \$7.9 million dollars annually for this purpose, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the maximum financial commitment of Government shall be \$3.95 million). Subject to the above, funding will be provided on the first business day after July 1, 2006, and on the first business day after January 1 in each calendar year commencing January 1, 2007. The parties further agree that in order to access the government funded LTD plan and the Joint Early Intervention Service they shall place their dental, extended health, group life insurance and, where applicable, accidental death and dismemberment benefit coverage as soon as the PEBT is able to take on this responsibility.
31. Once the PEBT is able to do so, the parties agree that they will participate on the following conditions:
 - a. If there is no penalty clause in the current contract(s) with existing benefit carrier(s)/consultants, as soon as possible; or
 - b. If there is a penalty clause, the benefits will be transferred when the current contract(s) expires.
32. The Parties agree that any references to specific benefit carriers providing the benefits identified

above will be effective only until the date of participation in the benefits trust.

Fiscal Dividend

33. Each Memorandum of Agreement shall include a Letter of Agreement for a Fiscal Dividend Bonus.

THE PARTIES AGREE AS FOLLOWS:

Having agreed the term of the Collective Agreement to be from July 1, 2006 to June 30, 2010 a Fiscal Dividend Bonus may be paid from a one-time fund (the "Fund") generated out of monies, in excess of \$150 million, surplus to the BC government, as defined in the Province's audited financial statements, for the fiscal year 2009-10.

1.0 Fiscal Dividend:

1.1 If fiscal dividend funds are determined to be available, upon receipt of funding from the government, a fiscal dividend will be paid to employees as soon as practicable for the school district to calculate the individual payment amounts and distribute the funds.

1.2 The quantum of the Fund accessible for the parties to this agreement will be based on the Province's audited financial statements as at March 31 2010.

The fund will be determined as follows:

- i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of \$150 million.
- ii. Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.
- iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus; i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.
- iv. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.

1.3 Each bargaining unit member who is a regular employee of the School District on March 31, 2010 shall be eligible to receive the Fiscal Dividend Bonus.

1.4 The fiscal dividend payment shall be an amount as described in clause 1.2 above for each regular full time equivalent employee and shall be pro-rated for regular part time employees. For the purpose of the determination of the amount of the fiscal dividend payment, a full time equivalent employee is a regular employee who worked on a full time basis for the period September 1, 2009 - June 30, 2010. The fiscal dividend payment for a regular employee who worked less than full time over this period of time shall be pro-rated based on the actual straight-time hours worked as a percentage of full time hours. Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's dividend payment:

- All leaves with pay
- Maternity and parental leave
- All unpaid medical leaves that commenced between July 1, 2009 and June 30, 2010

RATE SCHEDULE

Position	Previous hourly Rate	Hourly July 1, 2006	Monthly July 1, 2006	Hourly July 1, 2007	Monthly July 1, 2007	Hourly July 1, 2008	Monthly July 1, 2008	Hourly July 1, 2009	Monthly July 1, 2009
Library Clerk	17.71	18.06	2749.64	18.42	2804.45	18.79	2860.78	19.17	2918.63
Benefits Clerk / Payroll Assistant	22.17	22.61	3442.37	23.06	3510.89	23.52	3580.92	23.99	3652.48
Accounts Payable Clerk	19.19	19.57	2979.53	19.96	3038.91	20.36	3099.81	20.77	3162.23
Secretary	19.96	20.36	3099.81	20.77	3162.23	21.19	3226.18	21.61	3290.12
Head Secretary	21.45	21.88	3331.23	22.32	3398.22	22.77	3466.73	23.23	3536.77
Secretary(Technology Facilitator)	20.76	21.18	3224.66	21.60	3288.60	22.03	3354.07	22.47	3421.06
Library Technician	19.49	19.88	3026.73	20.28	3087.63	20.69	3150.05	21.10	3212.48
Educational Assistant I	17.37	17.72	243.20	18.07	2542.45	18.43	2805.97	18.80	2862.30
Educational Assistant I (Lab Assistant)	19.05	19.43	2733.80	19.82	2788.67	20.22	3078.50	20.62	3139.40
Educational Assistant II	20.24	20.64	2904.05	21.05	2961.74	21.47	3268.81	21.90	3334.28
Aboriginal Student Support Worker	18.58	18.95	2666.27	19.33	2719.73	19.72	2729.84	20.11	2784.65
Crossing Guard	16.90	17.24	2425.67	17.58	2473.51	17.93	2729.84	18.29	2784.65
Bus Attendant (Playground)	16.90	17.24	2425.67	17.58	2473.51	17.93	3118.08	18.29	3180.50
Bus Attendant (Special Needs)	19.30	19.69	2770.38	20.08	2825.26	20.48	2805.97	20.89	2862.30
Lunch Period Monitor	17.37	17.72	2493.20	18.07	2542.45	18.43	2729.84	18.80	2784.65
Lunch Period Monitor (School Meals)	16.90	17.24	2425.67	17.58	2473.51	17.93	2729.84	18.29	2784.65
Hall Monitor	16.90	17.24	2425.67	17.58	2473.51	17.93	3002.37	18.29	3061.75
Youth Care Worker	22.00	22.44	3157.31	22.89	3220.62	23.35	3555.04	23.82	3626.60
Site Based Computer Support Worker	20.07	20.47	3561.78	20.88	3633.12	21.30	3242.93	21.73	3308.39
Early Childhood Educator	18.58	18.95	2666.27	19.33	2719.73	19.72	3002.37	20.11	3061.75
Tradesperson - without	19.82	20.22	3518.28	20.62	3587.88	21.03	3201.82	21.45	3265.76

Position	Previous hourly Rate	Hourly July 1, 2006	Monthly July 1, 2006	Hourly July 1, 2007	Monthly July 1, 2007	Hourly July 1, 2008	Monthly July 1, 2008	Hourly July 1, 2009	Monthly July 1, 2009
Tradesperson-w/o ticket plus 5 years with SD#60	20.42	20.83	3624.42	21.25	3697.50	21.68	3300.78	22.11	3866.52
Leadhand	.50 per hour in addition to regular rate								
Utility Person	18.66	19.03	3311.22	19.41	3377.34	19.80	3014.55	20.20	3075.45
Carpenter *	21.20	22.22	3866.28	23.26	4047.24	24.33	3704.24	25.12	3824.52
Delivery Person	18.41	18.78	3267.72	19.16	3333.84	19.54	2974.97	19.93	3034.34
Joiner *	21.20	22.22	3866.28	23.26	4047.24	24.33	3704.24	25.12	3824.52
Labourer	18.33	18.70	3253.80	19.07	3318.18	19.45	2961.26	19.84	3020.64
Equipment Serviceperson	21.15	21.57	3753.18	22.00	3828.	22.44	3600.71	22.89	3717.95
Storeperson/Locksmith *	21.20	22.22	3866.28	23.26	4047.24	24.33	3704.24	25.12	3824.52
Electronic Technician	22.33	22.78	3963.72	23.24	4043.76	23.70	3608.33	24.17	3679.88
Electrician *	21.48	22.51	3916.74	23.56	4099.44	24.63	3749.92	25.42	3870.20
Plumber/Gasfitter *	21.44	22.47	3909.78	23.52	4092.48	24.59	3743.83	25.38	3864.11
Grounds Working Foreman	20.07	20.47	3561.78	20.88	3633.12	21.30	3240.00	21.0	3308.39
Lead Painter *	21.30	22.33	3885.42	23.38	4068.48	24.45	3722.51	25.24	3842.79
Painter *	20.42	21.43	3728.82	22.46	3908.04	23.51	3579.40	24.28	3696.63
Local Area Network Specialist	22.09	22.53	3920.22	22.98	3998.52	23.44	3568.74	23.91	3640.30
Local Area Network Specialist (Senior Technician)	24.87	25.37	4414.38	25.88	4503.12	26.40	4019.40	26.93	4100.09
Wide Area Network Specialist	25.09	25.59	4452.66	26.10	4541.40	26.62	4052.96	27.15	4133.59

Position	Previous hourly Rate	Hourly July 1, 2006	Monthly July 1, 2006	Hourly July 1, 2007	Monthly July 1, 2007	Hourly July 1, 2008	Monthly July 1, 2008	Hourly July 1, 2009	Monthly July 1, 2009
Dist. Comp. Supp. Worker - no ticket - no exp.	18.41	18.78	3267.72	19.16	3333.84	19.54	2974.97	19.93	3034.34
Dist. Comp. Supp. Worker - no ticket - 2 years exp.	19.60	19.99	3478.26	20.39	3547.86	20.80	3166.80	21.22	3230.75
District Computer Support Worker - with 2yr. tech. ticket	21.42	21.85	3801.90	22.29	3878.48	22.74	3462.17	23.19	3530.68
School Bus Driver	19.26	19.65	3419.10	20.04	3486.96	20.44	3111.99	20.85	3174.41
Mechanic *	21.20	22.22	3866.28	23.26	4047.24	24.33	3704.24	25.12	3824.52
Working Foreman - Transportation	21.99	22.43	3902.82	22.88	3981.12	23.34	3553.52	23.81	3625.07
Dispatcher	21.73	22.16	3855.84	22.60	3932.40	23.05	3509.36	23.51	3579.40
Head Custodian	18.86	19.24	3347.76	19.62	3413.88	20.01	3046.52	20.41	3107.42
Custodian	17.31	17.66	3072.84	18.01	3133.74	18.37	2796.83	18.74	2853.17
Designated Custodian	17.70	18.05	3140.70	18.41	3203.34	18.78	3859.26	19.16	2917.11
Student	13.82	14.10		14.38		14.67		14.96	

*Trades Adjustment /Apprentice Sponsor Funding included in the grid as follows:
 July 1/06 - .60/hr July 1/07 - .60/hr July 1/08 - .60/hr July 1/09 - .30/hr

Note: Casual employees who are hired to replace Designated Custodians will be paid at the Casual Designated Custodian rate.
 Note: Casual employees will be paid at 96% of the rate for the position they cover.

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

July 1, 2006 - June 30, 2007 - 20.1 days per month
 July 1, 2007 - June 30, 2008 - 20.1 days per month

July 1, 2008 - June 30, 2009 - 20.1 days per month

available at this time.

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

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed
this **20th** day of June, **2006**
by affixing the signatures of their officer's thereunto lawfully authorized in that behalf.

SIGNED FOR:

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

PARTY OF THE FIRST PART

Original signed by **E.C. Inglehart**
SECRETARY-TREASURER

SIGNED FOR:

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

PARTY OF THE SECOND PART

Original signed by Larry Drapeau
PRESIDENT OF THE UNION

INDEX

ANNUAL VACATIONS WITH PAY	17	Chairperson of the Meeting.....	8
CASUALS	34	Function of the Committee.....	8
CLERICAL APPENDIX	34	Jurisdiction of Committee.....	8
CROSSING GUARDS/BUS ATTENDANTS APPENDIX	38	Meetings of Committee.....	8
CUSTODIAL APPENDIX	44	Minutes of Meeting.....	8
DEFINITIONS		LAYOFF AND RECALL PROCEDURES.....	9
CASUAL EMPLOYEE.....	4	Continuation of Benefits	10
CONTINUOUS EMPLOYMENT.....	4	Failure to Report on Recall	10
PROBATIONARY EMPLOYEE.....	4	Layoff	9
REGULAR EMPLOYEE	3	Notice of Layoff	10
REGULAR PART-TIME EMPLOYEE	4	Payment at Layoff.....	10
REPLACEMENT EMPLOYEE	4	Recall	10
STUDENT EMPLOYEE.....	4	Rehiring	10
TEMPORARY EMPLOYEE	4	Severance Pay.....	10
TRIAL PERIOD.....	4	LEAVE OF ABSENCE	
DISCHARGE AND DISCIPLINE	32	Benefits/Seniority During Extended Maternity Leave 22	
DURATION OF AGREEMENT AND REMUNERATION	33	Return to Duty - Maternity Leave.....	21
<u>Duty to Accommodate</u>	11	LEAVES OF ABSENCE	
EARLY CHILDHOOD EDUCATOR APPENDIX	37	Adoption Leave.....	22
EDUCATIONAL ASSISTANTS APPENDIX	35	Benefits/Seniority During Maternity Leave.....	21
GENERAL SECURITIES		Citizenship Leave	24
Bargaining Authority	29	Compassionate Leave	22
Contracting Out	28	Deferred Salary Leave Plan	25
Coveralls/Smocks	29	Early Maternity Leave Required by the Board	21
Crossing Picket Lines	29	Extended Compassionate Leave	24
Fire and Theft Insurance.....	29	Extended Leave of Absence.....	24
Retirement	28	Extended Maternity Leave.....	21
Steel Toed Boots	29	Family Leave	23
Tools.....	29	General Leave	24
Travel Allowance	29	Illness of Dependents	23
GRIEVANCE PROCEDURE.....	32	Jury or Witness Duty	23
HARASSMENT/SEXUAL HARASSMENT		Maternity Leave.....	20
Definitions.....	29	Mourner's Leave	22
General	29	Paternity Leave	22
Remedies	31	Personal Discretionary Days.....	24
Resolution Procedure.....	30	LUNCH PERIOD MONITORS APPENDIX.....	39
Training	32	MAINTENANCE APPENDIX	40
HEALTH AND WELFARE	25	OBJECTIVES	3
Communicable Disease Protection	27	PROFESSIONAL DEVELOPMENT FUND.....	28
Dental Plan	27	PROMOTION AND STAFF CHANGES	
Extended Health Benefit Plan	26	Bumping	13
Group Life Insurance.....	26	Employees Holding Two Positions.....	12
Living Life Insurance Benefits.....	26	Information on Postings.....	12
Medical and Extended Health Insurance	26	Job Postings	10
Pension Plan	26	Non-Bargaining Staff Appointments	12
Travel Rider.....	26	Notification of Successful Applicant	12
Visual Care Rider	26	Personality Conflicts.....	12
Voluntary Registered Retirement Saving Plan	27	Replacement Positions	11
HOURS OF WORK AND SHIFTS		Trial Period	12
4/10 Hour Shifts - Maintenance.....	14	RATE SCHEDULES	55
Afternoon Shifts.....	14	RECOGNITION AND EMPLOYER RIGHTS	5
Call Back Time.....	14	Management Rights	5
Day Shifts	14	REMUNERATION.....	15
Exception - Bus Drivers	14	<u>Educational Assistants</u> Accompanying Children on out	
Intruder Alarm Call Back.....	14	of Town Events.....	16
Minimum Hours	15	Exception - bus Drivers	16
Night Shifts	14	Excess Automobile Liability Coverage	17
Notice of Hours of Work	14	Overtime	15
LABOUR MANAGEMENT COMMITTEE.....	8	Premium Pay.....	17
		Substitution in a Higher or Lower Classification	16
		Time off in Lieu of Overtime.....	16

Travel Allowance	16	Pregnant Employees Monitoring Display Video	
Upgrade Training	17	Terminals	28
SENIORITY	8	Training Program	27
SICK LEAVE	19	Union Notification of Changes	27
Payment of Sick Leave Upon Retirement and/or		Transfers	12
Terminations	19	TRANSPORTATION APPENDIX	42
Regular Employees Working Less than 15 hours per		UNION RIGHTS & UNION ACTIVITY	6
week	19	Grievances	7
Special Payment in Case of an Employee's Death	19	Leave to conduct Union Business	6
SICK LEAVE (Temporary Employees)	20	Negotiations	7
SICK LEAVE WEEKLY INDEMNITY/LONG TERM		Shift Work re	
DISABILITY	19	Union Meetings	7
STATUTORY HOLIDAYS	17	Union Conventions and Seminars	7
TECHNOLOGICAL AND OTHER CHANGES	27	Union Officers and Shop Stewards	7
Additional Training	27	Union Postings	7
cost	27	UNION SECURITY	5
Definition	27	Check-off of Union Dues	5
New Classification Due to Technological Change	28	Remittance	5

59