

# COLLECTIVE AGREEMENT



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**JULY 1, 2006 – JUNE 30, 2010**

*BETWEEN*

**SCHOOL DISTRICT NO. 91  
(NECHAKO LAKES)**

*AND*

**CANADIAN UNION OF PUBLIC  
EMPLOYEES (LOCAL 4177)**

11968 (04)

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## COLLECTIVE AGREEMENT

EFFECTIVE JULY 1, 2006 TO JUNE 30, 2010

**BETWEEN:**

**THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 91 (NECHAKO LAKES)**

(hereinafter called the "Board")

PARTY OF THE FIRST PART

**AND:**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
(LOCAL 4177)**

(hereinafter called the "Union")

PARTY OF THE SECOND PART

### PREAMBLE

The purpose of this Agreement is to secure for the Board, the Union, and the employees the full benefits of legal collective bargaining and to ensure to the utmost extent possible fair and reasonable remuneration, working conditions, job security, economy of operation, maintenance of essential services and protection of property. It is recognized by this Agreement to be the duty of the Board and the Union and the employees to cooperate fully, individually and collectively for the advancement of said conditions. The Board and the Union agree to abide by the terms set out in this Agreement. The Union further agrees it will at all times instruct its members to act in accordance with the terms contained in this Agreement. The Board agrees, in the exercise of the functions of management, the provisions of this Agreement will be carried out.

### ARTICLE I - BOARD'S RIGHTS

#### Sec. 1 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 Agreement.



Sec. 2 **Hiring and Discipline**

The Board shall have the right to select its employees and to discipline, transfer, demote or discharge them for proper cause.

Sec. 3 **Supervisory Staff**

The selection and promotion of supervisory officials shall be entirely a matter for the Board's decision, but in making such selection or promotion, length of continuous service shall be given due consideration.

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**II - UNION RECOGNITION AND SECURITY**

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Sec. 1 **Bargaining Authority**

The Board agrees the bargaining authority of Local 4177, as certified by the Labour Relations Board, shall not be impaired during the term of this Collective Agreement. The Board agrees the only certification that it will recognize during the term of this Agreement is that of Local 4177, unless ordered by due process of law to recognize some other bargaining authority.

It is agreed that the following are excluded from the bargaining unit:  
Secretary-Treasurer, Director of Human Resources, Director of Technology and Information Services, Assistant Secretary-Treasurer and/or Accountant, Operations Manager, Payroll Manager, Manager of Facilities, Manager of Transportation, First Nations Coordinator, District Psychologist, Executive Assistant to the Superintendent of Schools, Administrative Assistant to the Secretary-Treasurer, Administrative Assistant to the Assistant Superintendent of Special Education, Administrative Assistant to Maintenance, Confidential Secretary to Education, Confidential Secretary to Business, and Program Assistant, Career and Technology.

Sec. 2 **Union Membership**

- (a) The Board agrees all employees, who, at the date of the signing of this Agreement, are members of the Union, or any employees who hereafter during the life of this Agreement, become members shall as a condition of continued employment, maintain membership in good standing with the Union.
- (b) A new employee commencing employment with the Board shall become a member of the Union within fifteen (15) days.

Sec. 3 **Check-off**

An employee of the bargaining unit will as a condition of employment, sign a check-off card authorizing the Board to deduct from his/her earnings in each month, dues legally levied, and in the amount communicated to the Board by the Union from time to time. The Board shall remit the dues deducted pursuant to such assignment to the Financial Secretary of the Union not later than the fifteenth (15<sup>th</sup>) of the month following that in which such deductions are made, with a written statement of names of the employees for whom the deductions were made and the amount of each deduction.

Sec. 4 **Financial Responsibility**

Notwithstanding any provisions contained in this section, there shall be no financial responsibility on the **part** of the Board for the dues of an employee, unless there are sufficient unpaid wages of that employee in the Board's hands.

Sec. 5 **Notification**

The Union shall be notified of all appointments, hirings, layoffs, rehiring and terminations of employment with the month-end check off statement. Notification of hirings shall contain classification and rate of pay.

Sec. 6 **Excluded Staff Orientation**

Prior to October 30 of each school year, an orientation on the current Collective Agreement will be given at an Administrators' Meeting.

Sec. 7 **Strikes - Walkouts**

An employee covered under this Agreement may refuse to cross or work behind a legally constituted picket line as defined under the Labour Relations Code. Failure to cross such a picket line shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action by the Board unless the picket line has been deemed to be illegal under the Labour Relations Code. Discipline shall not be retroactive.

An employee failing to report to work when faced with a picket line shall be considered absent without pay.

It is the responsibility of the Board to determine the legal status of the picket line through the procedures set out in the Labour Relations Code or the courts.

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The Board shall not request, require, nor direct an employee covered under this Agreement to do work or carry out duties normally performed by an employee engaged in a strike or locked out, nor shall an employee request, require, or direct others not covered by this Agreement to carry out such duties.

Sec. 8 **No Other Agreements**

No employee or group of employees shall be required or permitted to make a written or verbal agreement with the Board or its representatives which conflicts with the terms of this collective agreement, except by mutual agreement between the Union and the Board.

Sec. 9 **Orientation of New Employees**

The Board agrees to advise a new employee that a Union Agreement is in effect and to provide him/her with a new employee hiring kit. The kit shall contain a Collective Agreement, Union by-laws, CUPE National Constitution (when supplied by the Union), a list of Union Officers and Stewards, as well as any other items agreed by the parties.

Sec. 10 **Union Business**

- (a) The Board agrees to grant time off without pay during any working day to officers of the Union in the employ of the Board for Union business purposes.
- (b) The Board agrees time spent in settling grievances, joint committees and Board initiated meetings, held during the employee's regular working hours, is without loss of remuneration.
- (c) In order that the work of the Board shall not be unreasonably interrupted, no steward shall leave his/her work without obtaining the permission of his/her supervisor, which permission shall not be unduly withheld.
- (d) Bargaining representatives in the employ of the District shall have the privilege of attending collective bargaining meetings with the Board if held during regular working hours, without loss of remuneration. The Union agrees to notify the Board of the names of such employees, whose number for the purpose of this section shall not exceed a total of six (6) employees at any one time.

- (e) The Board will reimburse Union Officers for mileage at the remuneration rate as per Board policy, and pre-approved accommodation costs. The Union will pay for Union Officers' meals. The Board and Union agree to mitigate costs by using a variety of cost-saving measures.

Sec. 11 **Liaison Committee**

- (a) A Liaison Committee consisting of four (4) representatives of the Union and two (2) representatives of the Board, shall be formed to discuss matters relating to interpretation and operation of this Agreement. Should these meetings be held during regular working hours, this shall be without loss of remuneration to the employee.
- (b) The Board will reimburse Union Officers for mileage at the remuneration rate as per Board policy, and pre-approved accommodation costs. The Union will pay for Union Officers' meals. The Board and Union agree to mitigate costs by using a variety of cost-saving measures.

**ARTICLE III – DEFINITIONS**

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

Sec. 1 **Probationary Employees**

A probationary employee shall be defined as a person who is serving a probationary period of sixty (60) working days for a permanent appointment with the Board and whose employment may be terminated at any time during the probationary period with notice.

Sec. 2 **Casual Employees**

- (a) A casual employee shall be defined as a person who is employed on a day to day basis and who has an anticipated termination date, or for short continuous assignments when the anticipated termination date does not exceed thirty (30) calendar days at any one time. If necessary, assignments may be extended by mutual agreement between the Union and the Board.
- (b) Subject to the following, a casual employee shall only be entitled to the provisions of this Agreement relating to seniority, wage rates, hours of work, rest periods, and those benefits to which he/she is entitled by

virtue of Federal or Provincial Government statutes. With the exception of seniority, this shall also apply to student employees.

Sec. 3 **Regular Employees**

A regular employee shall be defined as a person who has satisfactorily completed sixty (60) working days service with the Board and who is employed on a regular full-time or part-time basis. Regular full-time employees shall be entitled to all benefits of the Agreement. Regular part-time employees shall receive, when eligible, benefit entitlement on a pro-rata basis.

Sec. 4 **Relief and Limited Duration Employees**

- (a) A relief employee is engaged in employment specifically to replace a regular employee who is absent on an authorized leave of absence that is anticipated to exceed thirty (30) calendar days. When the employee replaced returns to work, the relief employee is to be laid off.
- (b) Limited duration employees not to exceed twenty (20) in any school year and not to exceed a total of twenty (20) jobs in any school year may be engaged in employment that has been developed for a period that is anticipated to exceed thirty (30) calendar days but will not exceed one hundred and fifty (150) calendar days in any school year. Any program cannot be activated more than once in a school year. By mutual consent of both parties, the length of the program may be extended beyond one hundred and fifty (150) calendar days.
- (c) Relief and limited duration employees: all the terms and conditions of the Agreement as provided for in Section 3 above, apply; except that he/she shall not be entitled to bump when laid off. He/She is also required to be at the job-site at the assigned starting time and is not eligible for traveling time or mileage to or from the job-site.

A regular employee may bid into a relief or limited duration position and return to his/her regular position upon termination of the relief or limited duration position.

- (d) A laid-off relief or limited duration employee who has gained seniority and is qualified, shall be offered casual work before a casual is called.

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## **ARTICLE IV - HOURS OF WORK**

### Sec. 1 **Work Week**

The regular work week shall be Monday to Friday. The regular working week may be varied by mutual agreement between the Board and the Union.

### Sec. 2 **General Staff**

The normal hours of work for day shift employees shall be eight (8) consecutive hours per day, forty (40) hours per week.

The normal hours of work for custodians on day shift on those days schools are in session for pupils and employees on all other shifts shall be up to eight (8) consecutive hours per day, forty (40) hours per week, inclusive of a one-half (1/2) hour period for a meal to be taken on the job.

### Sec. 3 **Clerical Staff**

The regular work week for all office personnel shall consist of five (5) consecutive work days of seven (7) hours each, from Monday to Friday inclusive.

### Sec. 4 **Four (4) Hour Minimum**

- (a) The District is committed to providing a minimum of four (4) hours of work for all employees reporting for work.
- (b) Exemptions from the four (4) hour minimum:
- Noon/Morning/Bus/Playground Supervisor;
  - Exemption for small schools with enrolment of seventy-five (75) students in which case a two (2) hour minimum will apply;
  - Casual replacements for multi-site positions, combined positions, emergent situations for sick employees; replacements for employees taking part-day leaves of absence; replacements for exempted positions;
  - Employees hired with Aboriginal funding, and/or employees hired under funding from other agencies, where additional provincial funds to top up hours is not available;
  - Other positions by mutual agreement.

- (c) Hours will be consecutive where provincial funding for this purpose is available.
- (d) Bus Drivers are exempt from the requirement for consecutive hours. The daily hours shall be completed within a period of twelve (12) consecutive hours.
- (e) The four (4) hour minimum shall be implemented no later than September 1, 2001.
- (f) The Board will implement the four (4) hour minimum consistent with Sec. (g) below and provisions of the Collective Agreement:
  - If either the Board or the Union identifies that the criteria was not followed, or they disagree with the decision, the issue shall be referred to the Liaison Committee;
  - If the Liaison Committee determines the criteria (Sec. (g) below) was not followed the Board will correct the situation; and
  - If, subsequent to this process, either party determines that the criteria was not followed, that party may move the issue into either the grievance or expedited arbitration process as appropriate.

The parties agree to implement the above four (4) hour minimum to the extent that any additional costs are fully funded by specific additional provincial funding, as per the Industrial Inquiry Commission #2 requirement for the implementation and maintenance of the four (4) hour minimum.

(g) **Criteria for Attaining the Four (4) Hour Minimum**

In providing and maintaining an appropriate service level to students, management may consider the following points when implementing a four (4) hour minimum.

- Compression of work week;
- A combination of positions;
- The elimination of current positions of less than four (4) hours in duration and the layoff of employees in those positions;

- The reassignment of hours of current positions less than four (4) hours;
- The rate of pay for any combined position;
- The funding available for the implementation of the four (4) hour minimum from the provincial four (4) hour minimum fund;
- The posting requirements, if any, for combined positions;
- The applicability of other articles in the Collective Agreement;
- Other positions that an exemption may apply to.

Sec. 5 **Assignment of Extra Work**

A part-time regular or part-time relief employee at the work-site will be offered first opportunity for any extra employment of less than thirty (30) days.

Preference will be given to a candidate at the work-site who is qualified and available to work for the full duration, within that classification. Secondary consideration will be given to a candidate who is not working within the classification, but who has appropriate qualifications. This extra work does not constitute overtime premiums or call-outs.

An employee interested in extra employment must submit his/her name and qualifications to the HR Department as an indication of his/her interest.

Sec. 6 **Definition of Shifts**

Day Shift	- 7 a.m. to 3:59 p.m.
Afternoon Shift	- 4 p.m. to 10:59 p.m.
Night Shift	- 11 p.m. to 6:59 a.m.

Any employee working the majority of that employee's regularly scheduled hours in that day should be considered to be on that shift on that day.

If there is a change and/or difference in hours or shifts the senior employee shall have preference as to those hours of work unless there are valid reasons that a particular employee be available during specified hours.



Starting and stopping times may be amended by mutual consent between the Board and the employee. In the event of a continued variance of this section, the Union shall be notified in writing.

Sec. 7 **Maintenance**

Where a maintenance employee, who normally performs day work is requested by the Board to temporarily perform work outside his/her regularly scheduled hours, and performs such work, the employee shall be entitled to receive an additional fifty cents (\$0.50) per hour for each hour worked until such temporary work assignment is completed. Where such temporary work is performed beyond midnight, the employee shall receive seventy cents (\$0.70) per hour for each hour worked. The foregoing applies only in those cases where the Board changes the maintenance employee's regularly scheduled hours of work to alternative hours to perform temporary maintenance work.

The preceding is not to be included in regular overtime nor is it to be compounded at overtime rates.

Sec. 8 **Rest Periods**

A full-time employee shall be permitted a fifteen (15) minute rest period both in the first half and in the second half of a shift, to be taken on the premises at a designated time. These rest periods shall be considered working time.

A part-time employee will be entitled to the following rest breaks:

- from 3.5 - 5.5 consecutive hours per day: one (1) fifteen (15) minute break,
- any time worked over 5.5 consecutive hours per day: two (2) fifteen (15) minute breaks.

Sec. 9 **Where No Work Is Available**

A regular full-time employee starting work in any day and being sent home before he/she has completed four (4) hours work, shall be paid for four (4) hours of his/her regular rate of pay. In the event that an employee reports for work but is sent home before commencing work, he/she shall be paid for two (2) hours at regular rate, unless he/she was advised by the Board not to report to work.

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**ARTICLE V – SENIORITY**

Sec. 1 **Seniority Defined**

Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to certification of CUPE (Local 4177). Seniority shall be used as set out in other provisions of this agreement. Seniority shall operate on a bargaining-unit-wide-basis.

Sec. 2 **New Employee – Probationary Period**

A newly hired regular, relief or limited duration employee shall be hired on probation, the probationary period to continue for sixty (60) working days, during which time he/she shall be considered a temporary worker only, and during this same period no seniority rights shall be recognized. After completion of the probationary period, seniority shall be effective from the original date of employment.

Sec. 3 **Seniority List**

The Board shall maintain a seniority list showing the current classification and the date upon which each regular employee's service commenced. A current seniority list shall be provided to the Union and the site steward shall post on all bulletin boards by January 31 of each year.

Sec. 4 **Loss of Seniority**

An employee shall lose his/her seniority in the event that:

- (a) He/She is discharged for just cause and is not reinstated; or
- (b) He/She resigns in writing; or
- (c) He/She is absent from work in excess of three (3) working days without notifying his/her supervisor, unless such notice was not reasonably possible; or
- (d) He/She is laid-off for a period of twelve (12) months.

Sec. 5 **No Loss of Seniority**

**An** employee absent from work because of sickness, accident, WCB, Union Leave or any other leave of absence approved by the Board, shall not lose his/her seniority.

**ARTICLE VI – CASUAL SENIORITY (RECOGNIZED SECONDARY SENIORITY)**

Sec. 1 **Casual Employees' Seniority (Recognized Secondary Seniority)**

- (a) This secondary seniority system shall commence effective September 1, 2000.
- (b) Such an employee shall earn one (1) day of secondary seniority for each shift or portion of a shift worked.
- (c) Secondary seniority shall be recognized once an employee has worked sixty (60) shifts within a twenty-four (24) month period.

Sec. 2 **Assignment of Casual Work**

An employee who has recognized secondary seniority will be responsible for providing the employer with his/her current phone number and preferred work locations.

An employee who has recognized secondary seniority shall be offered work for which he/she is qualified on the basis of his/her secondary seniority.

Once an employee's assignment is completed the employee's name shall be returned to the secondary seniority list.

Sec. 3 **Use of Recognized Secondary Seniority for Posted Positions**

For the purpose of filling posted positions, an employee who has recognized secondary seniority and who applies for such a position shall be considered after regular employees and prior to outside applicants.

If such an employee is awarded a posted position and successfully completes a probationary period under the terms of this Agreement his/her secondary seniority shall not apply. His/Her date-of-hire shall be the date on which the posted position commenced.

Sec. 4 **Loss of Recognized Secondary Seniority**

Recognized secondary seniority shall be lost only in the event the employee fails to respond to five (5) consecutive call-ins or call-outs. It is understood that an employee who is unavailable for call-in or call-out shall notify the employer one (1) week in advance in writing where reasonable.

Sec. 5      **Secondary Seniority List**

A separate seniority list shall be supplied on January 31 showing casual employees who have attained recognized secondary seniority.

**ARTICLE VII – LAYOFF AND RECALL**

Article VII provisions do not apply to relief and limited duration employees.

Sec. 1      **Definition of Layoff**

Layoff shall be defined as the reduction of any hours for regular full-time employees and a twenty percent (20%) reduction for regular part-time employees. A layoff of indefinite duration does not include the Summer period, Christmas and Spring breaks.

It is agreed between the Union and Management, that when an employee is laid off for Christmas, Spring and Summer breaks, he/she will assume his/her posted position(s) when school is back in session.

Sec. 2      **Advance Notice of Layoff**

The employer shall notify an employee, as per Labour Standards, prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in this Article, he/she shall be paid for the days for which work was not made available.

Sec. 3      **Laid-off Employee Options**

An employee who receives notice of layoff shall be afforded one of the following options and must notify the Board within the working days stated of his/her elected choice:

- (a) If hours of work are reduced, accepting reduction in the position; or
- (b) Taking a layoff from employment, applying for posted vacancies and being recalled if his/her position is reinstated; or
- (c) Bumping, must notify the Board within five ( 5 ) working days of the position he/she elects to bump; or

- (d) Terminating employment and receiving applicable severance following the conclusion of the layoff notice period and within ninety (90) working days.

An employee, who has replaced another employee under (c) above, will not have his/her salary reduced for a period of six (6) months, after which time his/her salary will be according to the position he/she then occupies. If an employee bumps up he/she will get an immediate raise. If an employee bumps across nothing changes. If an employee bumps down, the above paragraph applies.

Sec. 4 **Bumping**

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, an employee shall be laid-off in the reverse order of his/her bargaining-unit-wide seniority in the work location where the layoff is required. An employee about to be laid-off or bumped may only bump the most junior employee in the same classification and/or similar hours (two (2) hours + or – of affected position) for which he/she is qualified, in his/her choice of location. If any employee is unable to bump in the same classification, he/she may choose to bump outside of his/her classification providing the employee exercising his/her right is qualified to perform the work of the employee with less seniority.

Sec. 5 **Bumping – Personal Attendants**

If a personal attendant receives notice of layoff after September 30, he/she may exercise seniority rights and bump any position he/she is qualified to perform, except another personal attendant, for the balance of the school year.

If a personal attendant receives notice of layoff in September and before September 30, he/she may exercise seniority rights and bump any position he/she is qualified to perform, including another personal attendant position. Any laid-off, qualified employee may exercise seniority rights and bump a personal attendant only in September.

In September of the following school year, a displaced personal attendant may elect to bump a less senior personal attendant or remain in the position of his/her original bump.

A displaced personal attendant shall have recall rights to his/her personal attendant position for the balance of the school year.

Sec. 6 **Trial Period**

An employee who bumps into a position will serve a trial period of twenty (20) working days. In the event the employee proves unsatisfactory in the position or the position proves unsatisfactory to the employee during the trial period, he/she may return to his/her original position if available or be afforded another bump.

Sec. 7 **Recall Procedure**

An employee shall have recall rights under Section 3(b) to the position he/she was laid-off from for a period of **six (6)** months. In all other instances, recall shall be in order of seniority.

Sec. 8 **Notice of Postings**

The employer agrees to send out copies of all job postings to laid-off employees. The employee shall keep the Board informed of his/her current address and phone number.

Sec. 9 **No New Employees**

A new employee, or casual employee shall not be hired until a laid-off employee has been given the opportunity of recall to positions he/she is qualified to perform.

Sec. 10 - **Severance Pay**

In the event of indefinite layoff, a regular employee will have ninety (90) working days to choose termination and receive severance pay as follows, which is to be pro-rated for part-time regular employees:

One (1) week's pay for one (1) to five (5) years of consecutive service.

Two (2) week's pay for five (5) to ten (10) years of consecutive service.

Three (3) week's pay for more than ten (10) years of consecutive service.

Sec. 11 **Grievances on Layoff and Recall**

Grievances concerning layoffs and recalls shall be initiated at Step Two (2) of the Grievance Procedure.

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**ARTICLE VIII – PROMOTIONS AND STAFF CHANGES**

**Sec. 1      Job Posting**

- (a) In the event of a vacancy of a permanent or temporary nature occurring in any classification covered by this Agreement, or in the event of a new position being created, notice thereof shall be posted for ten (10) working days in all operating locations, and a copy shall be mailed to the Secretary of the Union.
- (b) For the sake of this Article a relief or limited duration vacancy shall be a period of thirty (30) days or more as per Article III, Section 4 of this Agreement.
- (c) All positions to be filled must be posted within ten (10) working days of the Board becoming aware of the vacancy. All posted positions shall be filled within five (5) working days from the date of closure or the Union advised of the reason for the delay. In any event, the Union shall be advised in writing of the name of the successful candidate within seven (7) calendar days following the filling of the posting.
- (d) Information on Posting

Such postings and notices shall contain the following information: location; bus route; nature of the position; required qualifications and ability; hours of work and wage rate; and closing date for accepting applications. Applications must be made in writing.

**Sec. 2      No Outside Advertising**

No outside advertising for any vacancy shall be placed until the applications of present Union members, including those on layoff and casual employees with recognized secondary seniority have been processed. Where a position is not expected to be filled internally, agreement from the Union will be obtained to expedite immediate advertising.

**Sec. 3      Selection Process**

It is agreed and understood that, in the matter of applicants, current service employees (those employees with regular or recognized secondary seniority) shall be given preference over other applicants.

For the purpose of this Article, a casual employee's seniority shall only apply against other casual employees.

In making promotions, demotions, lateral changes and when filling vacancies, the most senior qualified applicant will be selected on the basis of his/her skill, knowledge and ability as per the official job description for the position.

Sec. 4 **Trial Period**

- (a) If the successful applicant is a regular employee, he/she shall be placed on trial for a period of forty-five (45) working days. Conditional on satisfactory service, such trial promotion shall become permanent after the period of forty-five (45) working days.
- (b) In the event the successful applicant proves unsatisfactory in the position, he/she shall be returned to his/her former position at the prevailing rate without loss of seniority, and any other employee promoted or transferred because of the rearrangement of positions may also be returned to his/her former position.
- (c) In the event the successful applicant finds the position unsatisfactory within twenty (20) working days, he/she shall return to his/her position(s).
- (d) If an employee returns to his/her former job within twenty (20) working days the job does not have to be re-posted but will be offered to the next senior qualified applicant.
- (e) This section shall also apply to temporary replacements necessitated by illness, injury, or leave of absence, or replacement of employees on vacation or for temporary filling of vacancies.

Sec. 5 **July and August Vacancies**

In the event the Board has sufficient prior knowledge of a position becoming available during July or August, the position will be posted and the successful candidate will be advised prior to the end of June. Where the Board does not have sufficient prior knowledge of a position becoming available during July or August, the position will be posted in September.

Nothing in this section shall prevent the Board from filling positions becoming vacant during July and August on a temporary basis. Any departure



from this procedure will be by mutual agreement between the Board and the Union.

## **ARTICLE IX - JOB SECURITY**

### **Sec. 1 Technological Change**

Should any displacement of staff be indicated as the result of technological change, the Board and the Union will meet and discuss the possibility of employing displaced employees in some other capacity, three (3) months prior to the implementation of such change. In the event that a regular employee is displaced, he/she shall be offered an opportunity to bump a junior employee. Any employee subsequently laid off as a result of this procedure shall retain seniority and recall rights for a period of twelve (12) months.

Any employee placed in a lower-rated position as a result of mechanization shall not have his/her wages reduced, but shall continue to receive his/her old rate until such time as the agreement rate for his/her new position is equal to his/her annual rate of pay. Any employee whose services are terminated by the Board because of technological change shall be entitled to severance pay equivalent to one (1) week's pay for each year of service.

### **Sec. 2 Contracting Out**

No regular or part-time employee shall be laid-off or have his/her regular income reduced as a consequence of contracting out.

Except for emergencies, the Union shall be advised as to the nature of the work and contractor in the event of a sub-contract, prior to the work commencing.

## **ARTICLE X - WAGES**

### **Sec. 1 Pay Dates**

The Board shall pay salaries and wages every second Friday, in accordance with the Wage Schedules attached hereto and forming part of this Agreement. Employees shall be classified as per the Wage Schedules attached hereto and forming part of this Agreement.

The setting out of a job classification and accompanying wage rate in the Wage Schedules attached to this Agreement shall not bind the Board to create or fill such position.

All C.U.P.E. employees will be paid by Electronic Funds Transfers. An employee is to be advised in writing of any change made to his/her timesheets that would decrease his/her earnings.

Where possible, and without affecting payroll deadlines, timesheets may be changed after consultation with the employee. Any such changes will be confirmed in writing. Such changes will be brought to the attention of the supervisor, and where necessary, be forwarded as per the grievance and arbitration procedure in this Agreement.

Sec. 2 **Classification Changes and New Positions**

When duties in any classification are substantially changed, or when a new position is created, the Board shall notify the Union prior to the time the new positions are posted or changed. The rate of pay shall be subject to negotiation between the Board and the Union.

If the parties are unable to agree as to the classification and/or rate of pay of the job in question, such dispute shall be submitted to arbitration in accordance with Article XX of this Agreement. The new rate shall become retroactive to the time the position was first filled by an employee.

Sec. 3 **Assignments and Substitutes**

An employee who is assigned to or substitutes on any job during the absence of another employee, or who performs the duties of a higher classification, shall receive the rate for the job, or his/her own rate, whichever is the greater.

Sec. 4 **Compensation for Voluntary Work**

Employees who are members of Volunteer Fire Departments, Search and Rescue, etc. will be compensated by the Board for lost time during an emergency within the School District boundaries.

## **ARTICLE XI – OVERTIME**

### **Sec. 1 Overtime**

For all overtime worked as hereinafter defined, all employees covered under the Wage Schedules of this Agreement shall be paid as follows:

All time worked over eight (8) hours or seven (7) hours per day, or forty (40) hours or thirty-five (35) hours per week whichever is applicable, shall be paid for at time and one-half (1 1/2) the regular rate for the first three (3) hours of overtime worked in any one (1) day, and double the regular rate thereafter until the commencement of the employee's next scheduled shift.

For all time worked on a Saturday or Sunday, or where shift work is in effect, on those days constituting the employee's rest days in lieu of Saturday or Sunday, time and one-half (1 1/2) the regular rate shall be paid for the first eight (8) hours worked and double (2) the regular rate thereafter.

Should an employee be required to work on a Statutory Holiday, the employee shall receive overtime pay in addition to holiday pay.

### **Sec. 2 Call-Out**

An employee called out and required to work outside his/her regular working hours shall be paid for a minimum of two (2) hours at his/her regular rate plus time and one-half (1 1/2) for time worked.

### **Sec. 3 Banking of Overtime Hours**

Overtime compensation shall be monetary or in time off at the employee's option. If the employee chooses time off, such time off shall be scheduled by mutual agreement of the employee and the employer. Such banked overtime shall be taken by June 30, of the current school year or the employee shall be compensated in money. Under special circumstances and by mutual agreement, the employee may carry over his/her banked overtime hours beyond June 30 of the current school year, provided the employee has agreed in writing to take such banked overtime hours during a specific period agreeable to the Board.

**ARTICLE XII – VACATIONS** - (SEE APPENDIX “A” NO. 2 REGARDING BURNS LAKE)

**Sec. 1 Vacation Entitlement – 12 Month Employees**

A full-time employee working a twelve (12) month year:

- (a) Less than one (1) year of service - ten (10) working days off per annum, prorated monthly, at current rate of pay.
- (b) After one (1) full year of service and less than two (2) full years - ten (10) working days off, prorated monthly, at current rate of pay.
- (c) After two (2) full years of service and less than six (6) full years - fifteen (15) working days off, prorated monthly, at current rate of pay.
- (d) After six (6) full years of service and less than twelve (12) full years - twenty (20) working days off, prorated monthly, at current rate of pay.
- (e) After twelve (12) full years of service and less than twenty (20) full years, twenty-five (25) working days off, prorated monthly, at current rate of pay.
- (f) After twenty (20) full years of service and over, thirty (30) working days off, prorated monthly at current rate of pay.
- (g) After twenty-five (25) full years of service, an employee may also have off the days between December 25 and January 1 that are regular working days, without loss of pay.

**Sec. 2 Vacation Entitlement – 10 Month Employees**

- (a) For the purposes of determining vacation entitlement or vacation pay for a regular ten (10) month employee, ten (10) months employment shall be considered to be equal to one (1) year's service. A regular ten (10) month employee shall receive vacation pay as a percentage of his/her gross earnings upon qualifying for vacation pay as reflected in Section 1 above, namely:

- (a) - four (4) percent
- (b) - four (4) percent
- (c) - six (6) percent

- (d) - eight (8) percent
- (e) - ten (10) percent
- (f) - twelve (12) percent

- (b) Vacation pay will be paid out on request at Christmas, school year-end, absences of one (1) week or more, or when requested with reasonable notice to the payroll department.

Sec. 3 **Pay Procedure**

**An** employee shall receive on the last office day preceding commencement of his/her annual vacation any monies which may fall due during the period of his/her vacation if requested by the employee at least two (2) weeks prior to commencement of the vacation. A lump sum vacation payout will be paid on the last pay cheque of the school year.

Sec. 4 **Vacation Period**

Vacations shall be taken at a time most convenient to the operation of the School District and where practical at least two (2) weeks will be granted during the months of July and August, or at a mutually acceptable time arranged between the Board and the employee. In the event of conflicting vacation date preferences, the choice shall be determined in accordance with seniority.

Sec. 5 **Leaving Board Service**

An employee leaving the service at any time in his/her vacation year before he/she has had his/her vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. Should **an** employee die, his/her estate shall be credited with the value of vacation credits owing him/her.

**ARTICLE XIII – STATUTORY HOLIDAYS**

Sec. 1 **Entitlement**

- (a) **An** employee shall be entitled to a holiday with pay at his/her regular rate for each of the Statutory Holidays hereinafter set forth:

New Year's Day  
Good Friday  
Easter Monday  
Victoria Day

Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day

Canada Day  
BC Day

Boxing Day

or any day proclaimed by the Federal or Provincial Governments as a holiday and, any special school holiday proclaimed by the Minister of Education.

Only an employee regularly working within the municipal boundary shall be entitled to a municipal holiday.

- (b) When any of the above-mentioned holidays fall on an employee's scheduled day off, or is observed during an employee's vacation period, or falls on a day when school is in session, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Board.
- (c) Ten (10) month employees shall be paid for Canada Day and Labour Day.

A new employee who assumes his/her position after Labour Day is not entitled to Labour Day. If a regular employee resigns or is terminated prior to a Statutory Holiday, he/she is not entitled to payment for the holiday.

The School District and CUPE agree a ten (10) month employee will only be paid for the BC Statutory Holiday if that employee actually works fifteen (15) or more days in the preceding thirty (30) calendar days. Vacation leave and other leaves of absences will not be counted in determining if the employee meets the threshold of fifteen (15) days worked.

CUPE agrees the School District can assign summer work in such a manner as to reduce its liability to pay employees for the BC Statutory Holiday.

- (d) An employee will be paid for his/her regular shift or if his/her regular shift was increased for the four (4) consecutive days prior to the holiday he/she will be paid **as** though that was his/her regular shift.
- (e) An employee on leave-without-pay must have worked fifteen (15) days in the preceding thirty (30) calendar days before a statutory holiday to qualify for the statutory holiday.

## **ARTICLE XIV – LEAVES OF ABSENCE**

### **Sec. 1. Sick Leave**

- (a) "Sick Leave" means the period of time a regular employee is permitted to be absent from work with or without pay by virtue of his/her sickness, unavoidable quarantine, or accident for which compensation is not payable under the Workers' Compensation Act.
- (b) Employees shall receive 0.7 days sick leave with pay for each two (2) week period of completed service accumulated. The day shall be defined as a normal recognized shift of the employee. **An** employee may be required to produce a certificate from a duly qualified medical practitioner for any illness in excess of three (3) days. If there is a cost for obtaining the medical certificate, the cost shall be borne by the Board, if requested.
- (c) When an employee is granted leave-of-absence without pay for any reason, or is laid-off on account of lack of work and returns to the service of the Board upon expiration of such leave-of-absence, he/she shall not receive sick leave credit for the period of such absence, but shall retain his/her cumulative credit, if any exists at the time of such leave or layoff.
- (d) A record of all unused sick leave will be kept by the Board. An employee is to be advised, on application, of the amount of sick leave accrued to his/her credit.
- (e) In the event an employee becomes seriously ill while on vacation for a period in excess of five (5) continuous days, such employee shall be granted sick leave and the vacation period so displaced shall be added to the vacation period if requested by the employee and by mutual agreement shall be reinstated for use at a later date. **An** employee must submit a certificate specific to the above illness from a qualified medical practitioner. The cost of this certificate shall be borne by the employee.

### **Sec. 2 Compassionate Leave**

"Compassionate Leave" means the period of time a regular employee is permitted to be absent from work with or without pay because of the serious illness of a parent, spouse, or child. Requests for compassionate leave must be in writing and be approved by the Superintendent or designate.

The Board shall give reasonable consideration to special requests for compassionate leave regarding persons outside of immediate family.

Sec. 3 **Bereavement**

An employee shall be granted up to five (5) regularly scheduled consecutive work days leave without loss of salary or wages, in the case of the death of a parent, wife, husband, brother, sister, child, grandparent, mother-in-law, father-in-law, grandchild, common-law spouse, brother-in-law, sister-in-law or any person with whom the employee permanently resides. Any extended time may be granted as either vacation or leave-without-pay.

Sec. 4 **Sick Leave Payout** - (SEE APPENDIX "A" NO. 1 REGARDING BURNS LAKE HISTORY)

(a) An employee entitled to leave under this Article shall receive, upon retirement, the following percentum of his/her unused accumulated leave after a minimum of ten (10) years continuous service:

- Twenty-five (25) percent of unexpended leave after ten (10) years of service;
- Thirty-five (35) percent of unexpended leave after fifteen (15) years of service;
- Fifty (50) percent of unexpended leave after twenty (20) years of service.

Retirement is considered to occur only when an employee has reached a minimum age of fifty-five (55) years old.

(b) Union dues are not assessed on this pay-out.

Sec. 5 **WCB Top-Up**

An employee prevented from performing his/her regular work with the Board on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Act, shall receive from the Board the difference between the amount payable by the Workers' Compensation Board and his/her regular salary. Such difference shall be deducted from the employee's accumulated sick leave provided the employee has such benefits to his/her credit. Should the employee have no sick leave to his/her credit, then he/she shall only be entitled to the amount paid by the Workers' Compensation Board.



Sec.6 **Jury Duty**

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

Sec. 7 **Maternity Leave**

a) **Short-term Maternity Leave**

Statutory Maternity Leave shall be granted by the Board in accordance with the provisions of the Employment Standards Act and any other Federal or Provincial statutes. A copy of the Act shall be retained on file at the District Office and shall be available upon request.

b) **Extended Maternity Leave**

- i) Employees granted Short-term Maternity Leave and who opt not to return to work at the expiration of that leave may apply for Extended Maternity Leave of up to an additional six (6) months.
- ii) The written application for Extended Maternity Leave must be filed prior to taking Maternity Leave or must reach the Board Office at least twenty (20) working days before the expiration of the Short-term Maternity Leave. The application must state the period of Extended Maternity Leave requested and the date the employee intends to return to work.
- iii) During Extended Maternity Leave, the employee may continue on benefit plans but will reimburse the District for the cost of the premiums.
- iv) The employee shall notify the Board at least four (4) weeks prior to return to work. The Board shall place the employee in the position held at the commencement of the leave. If the position has been abolished, the employee may exercise her bumping rights.
- v) Where the mother dies before or following the birth of the child or she becomes disabled and a male employee qualifies for benefits under the Employment Insurance Act (spousal maternity benefits) the provisions of this Article shall, upon request, be granted to him.

c) Supplemental Unemployment Benefits on Maternity Leave

When a pregnant employee takes a Maternity Leave to which she is entitled pursuant to the Employment Standards Act, and Sec. 7 of this Article, the Board shall pay the employee ninety percent (90%) of her normal weekly salary for the first (1st) two (2) weeks of the leave.

d) Maternity Supplemental Unemployment Benefit Plan:

- i) The objective of the plan is to supplement the Employment Insurance benefits received by an employee for temporary unemployment caused by Maternity Leave as prescribed herein.
- ii) **An** employee may not use sick leave during Maternity Leave if the MAT-SUB plan has been accessed for that leave.
- iii) The employee must apply for Employment Insurance benefits before the MAT-SUB becomes payable.
- iv) An employee disentitled or disqualified from receiving E.I. benefits is not eligible for MAT-SUB.
- v) The maximum benefit level paid under this plan, including E.I. benefits and the supplemental amount is sixty percent (60%) of the employee's normal weekly salary for fifteen (15) weeks. It is understood that in any week, the total amount of MAT-SUB, unemployment insurance gross benefits and other insurable earnings received by the employee will not exceed ninety percent (90%) of the employee's normal weekly earnings.
- vi) The maximum number of weeks for which MAT-SUB is payable during a Maternity Leave-of-Absence is seventeen (17), including the two (2) week waiting period.

(e) Video Display Terminals

**An** employee whose job requires the operation of video display terminals may request a transfer to alternate work during pregnancy. If a suitable transfer is not available, the employee may request unpaid leave of absence for the period of her pregnancy.

**Sec. 8     Paternity Leave**

Upon the birth of a child, the employee may apply for, and shall be granted, Paternity Leave with pay to a maximum of two (2) days. In the event of birth complications affecting either the mother or child, Compassionate Leave may be used to extend the Paternity Leave.

**Sec. 9     General Leave**

The Board may, upon receiving a written request, grant leave of absence, with or without pay, and without loss of seniority to a regular employee requesting such leave for good and sufficient cause. The employee will be returned to his/her former position on completion of the leave provided that position has not been abolished. If the position has been abolished, the employee may exercise his/her bumping rights.

**Sec. 10    Arbitration Witness Leave**

The Board will grant leave with pay to any employee called as a witness by an Arbitrator.

**Sec. 11    Parenthood Leave**

- (a) An employee (who has completed two (2) years' service with the Board) may request Parenthood Leave in situations where a parent feels it to be necessary to stay home with a dependent child. Except in crisis situations, Parenthood Leave may be requested only once in every five (5) years.
- (b) Both male and female employees shall be eligible for Parenthood Leave, but it may be granted to only one (1) parent at a time in instances where both parents are employed by the Board. Notice is required in writing, six (6) months prior to commencement of the leave. Less than six (6) months' notice may be considered in a crisis situation.
- (c) The length of Parenthood Leave normally shall not exceed twelve (12) months, and such leave is without pay.
- (d) An employee granted Parenthood Leave shall advise the Board of his/her intentions, at least four (4) months prior to his/her intended return date. An employee returning from Parenthood Leave may be returned to his/her former position or a comparable position.

**RTIC E XV - EM EE BENEFITS**

Sec. 1 **Pension**

- (a) An eligible employee covered by the Agreement shall participate in and be covered by the provisions of the Municipal Superannuation Act
- (b) The minimum retirement age and maximum retirement age shall be as defined in the Municipal Superannuation Act.
- (c) An employee working half-time (1/2) or greater (who is not full-time) has the option of contributing to the Municipal Superannuation Plan.

Sec. 2 **Medical Coverage**

An employee who has completed his/her probationary period may participate in the mutually approved Medical Plan and in The Extended Health Benefit Plan offered by the Medical Plan. The costs of the premium payments shall be paid one hundred percent (100%) by the Board.

After February 4, 1993, any new employee working ten (10) hours per week or less, shall have his/her premiums prorated.

Sec. 3 **Dental Plan**

The Board will pay one hundred percent (100%) of the annual premium of employees enrolled in the Pacific Blue Cross Dental Plan. Membership in the plan will be compulsory to an employee commencing employment with the Board after January 1, 1973.

After February 4, 1993, any new employee working ten (10) hours per week or less, shall have his/her premiums prorated.

Those covered by a plan elsewhere do not have to join.

Sec. 4 **Group Life Insurance**

An eligible regular employee, who has completed his/her probationary period, will as a condition of employment be covered under the terms and conditions of the Manulife Group Life Insurance Plan. The costs of the premium payments shall be paid one hundred percent (100%) by the Board.

Sec. 5 **Low-Term Disability Plan**

An eligible employee (working half (1/2) time or more) shall be covered by an employer/employee-paid Long-term Disability Plan upon completion of the probationary period. The Plan provides for sixty percent (60%) pay after ninety (90) calendar days, and extending to age sixty-five (65) subject to carrier limitations.

Superannuation contributions continue to be shared by the employer and employee during the paid sick leave period. An eligible employee will receive a pension based upon salary increases indexed to the Consumer Price Index for the L.T.D. period through to age sixty-five (65) through the Superannuation Commission.

The cost of the premium payments shall be shared fifty/fifty (50/50).

Sec. 6 **Benefit Continuation**

Employee benefits referred to in Sections 2, 3 and 4 above shall be maintained by the Board for all employees on authorized leaves of absence for reasons of sickness for a period of twelve (12) months after the expiration of sick leave. (Article XIV).

In the case of an employee's death, benefits will be extended six (6) months.

Sec. 7 **Benefit Information**

The Board shall provide an eligible new employee commencing a regular, relief or limited duration position with copies of the current Collective Agreement, Municipal Superannuation Plan, Dental Plan, Medical Plan, Life Insurance, Long-term Disability Plan and Extended Health Benefit Plan.

Sec. 8 **Benefit Carrier Information**

The Board shall notify the Union prior to making any changes to the carriers of the employee benefit package.

Sec. 9 **Benefits Trust**

The Parties have agreed to participate in the Public Education Benefits Trust (PEBT) and to place their dental, extended health, group life insurance and accidental death and dismemberment benefit coverage specified in this Article with the PEBT.

The Parties have further agreed to participate in the government funded “Core” long-term disability plan and the Joint Early Intervention Service provided through the PEBT.

The parties agree that they will participate on the following conditions:

1. If there is no penalty clause in the current contract(s) with existing benefits carriers(s)/consultant(s), as soon as possible; or,
2. If there is a penalty clause, the benefits will be transferred when the current contract(s) expires.

Participation in the benefits trust will be in accordance with the Industrial Inquiry Commissioners Reports made by Irene Holden and Vincent Ready dated May 30, 2000 and June 7, 2000 which specify the basis upon which school districts participate in the trust and as clarified in their Recommendations Regarding Outstanding Accord Matters dated March 21, 2001.

The parties further agree to participate in a government funded long term disability plan and early return to work program in accordance with the Industrial Inquiry Commission Report(s) identified in the preceding paragraph.

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.

## **ARTICLE XVI – HEALTH AND SAFETY**

### **Sec. 1 Health and Safety Committee**

The parties agree to have a Health and Safety Committee that shall govern itself in accordance with the provisions of the Occupational Health and Safety Regulations made pursuant to the Workers’ Compensation Act.

### **Sec. 2 Medical Examinations**

The Board will pay the cost of a medical examination requested for a school bus driver to maintain his/her licensed status, or fifty percent (50%) of the cost if required on a yearly basis.

**Sec. 3 First Aid Certificate**

The Board shall pay an allowance to an employee designated as a First Aid Attendant by the Board who has a valid First Aid Certificate. The certificate level is determined by the Workers' Compensation regulations for each site. The Board shall reimburse a designate the applicable course fees for the acquisition or renewal of the certificate, subject to successful completion of the course. It will be the responsibility of the employee to apply for this reimbursement and provide proof of payment and proof of successful completion of the course.

The following full-time monthly rates are applicable based on level required:

Level 1	Thirty dollars (\$30.00) per month
Level 2	Forty dollars (\$40.00) per month
Level 3	Fifty dollars (\$50.00) per month

A less-than-full-time designate shall have a prorated allowance based on his/her designated first aid schedule.

As a designate, student coverage may be required.

**Sec. 4 Clothing and Safety Footwear**

(a) Clothing

The Board shall provide and clean protective clothing, overalls, and smocks and shall provide gloves, earplugs and dust masks as required.

(b) Safety Footwear

The Occupational Health and Safety Regulations prescribes that an employee whose work presents a potential hazard to his/her toes, metatarsal area or soles of his/her feet must wear safety footwear.

- (i) The Board will pay an annual safety footwear allowance of seventy five dollars (\$75.00) to such employees.
- (ii) The allowance will be paid in September each year.
- (iii) The safety footwear purchased must be CSA approved.
- (iv) A new employee must provide his/her own safety footwear as a condition of initial employment.
- (v) The Board will prorate the annual payment to a new employee after the conclusion of his/her probationary period.

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**ARTICLE XVII – GENERAL**

Sec. 1 **Courses of Instruction and Professional Development**

(a) **Courses of Instruction**

The Board agrees to pay the full cost of instruction required and/or approved by the Board for any employee to better qualify the employee to perform his/her job. The employee shall receive full wages and benefits and continue to accrue seniority. In such instances, costs may also include travel and other related costs.

(b) **Professional Development**

The Board recognizes the value of professional development and will provide courses on non-instructional days as appropriate. When workshops are offered on the non-instructional days, an employee will be paid for the time of the course, standard traveling time, plus the actual time spent on his/her regular job or related duties, provided it does not create an overtime situation.

Where an employee chooses to take a pre-approved course not directly related to meeting the requirements of his/her current position, full tuition costs will be paid by the Board as per Board policy in effect at the time of the reimbursement. Such payment shall be made upon the successful completion of the course.

Sec. 2 **Notice for Transportation Employees**

Notice of all professional days shall be posted on the bulletin board at least two (2) weeks before the day, when possible.

Sec. 3 **Reimbursement for Vehicle Expenses**

An employee who is authorized to use his/her personal vehicle on Board business will be reimbursed for expenses of the vehicle in accordance with the rates established for such purpose from time to time in Board policy. Such reimbursements do not include time in going from one location to another including an employee who successfully applies for postings in more than one location and travels to different site(s).



**ARTICLE XVIII – DISCIPLINE**

**Sec. 1 Disciplinary Notice**

Except in cases of dismissal for cause, notice of termination may be given to a regular employee only after the employee has received written warnings setting forth reasons for dissatisfaction with the employee's services. Such warnings must provide for at least a two (2) week period for the employee to show satisfactory improvement, and copies of all such warnings shall be forwarded to the Union.

Written reprimands or other disciplinary action shall be removed from an employee's file eighteen (18) months after the incident provided there are no further written reprimands or disciplinary actions within that eighteen (18) month period.

**ARTICLE XIX - GRIEVANCE PROCEDURE**

In the event that any difference arises between the parties out of the interpretation, application, operation or any alleged violation of this Agreement, including any difference arising from the suspension or dismissal of any employee, and including any question or difference, shall be finally and conclusively settled without stoppage of work in the following manner:

**Sec. 1 Steps to Settlement**

**Step 1**

Such difference or grievance shall first be reduced to writing and taken up by the employee or a representative of the Union with the employee's supervisor within fourteen (14) calendar days.

**Step 2**

Should the supervisor be unable to effect a settlement, within five (5) working days of receipt of such grievance, it shall be submitted to the employee's department head or the Secretary-Treasurer of the Board.

**Step 3**

Failing settlement within five (5) working days, such grievance shall be referred to a Grievance Committee comprised of two (2) members each from the Board and the Union. The Committee shall, if it so desires, have its

advisors in attendance. Failing settlement within ten (10) days by the Committee, the matter shall be promptly referred to and dealt with by Arbitration as set forth in Article XX.

Sec. 2 **Abandonment of Dispute**

If a dispute is not submitted within thirty (30) calendar days after the occurrence of the act or decision giving rise to the dispute, then the dispute shall be deemed to be abandoned, and all rights of recourse to the dispute procedure shall be at an end.

Sec. 3 **Communication During Grievances**

Grievances and replies to grievances shall be in writing at all stages and grievances settled satisfactorily within the time allowed shall date from the time that the grievance was filed.

Sec. 4 **Time Limit**

If a grievance has not advanced to the next stage under Step 2 or 3 within fourteen (14) days after completion of the preceding stage, then the grievance shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end.

**ARTICLE XX – ARBITRATION/MEDIATION PROCEDURES**

Sec. 1 **Arbitration/Mediation**

- (a) If a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, a government appointed mediator or a substitute agreed to by the parties, shall at the request of either party:

- investigate the difference
- define the issue in the difference; and
- make written recommendations to resolve the difference;

within thirty (30) days of the date of receipt of the request, and, for those thirty (30) days from the date, time does not run in respect of the grievance procedure.

Unless mutually agreed otherwise, disputes may be referred to this Section only after completion of Step 3 of the grievance procedure.

- (b) When either party requests that a grievance be submitted to arbitration, the request shall be made in writing, addressed to the other party of the agreement. Within five (5) days thereafter, each party shall name an arbitrator to an arbitration board and notify the other party of the name and address of its appointee. If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a chairman within five (5) days, the appointment shall be made by the Minister of Labour upon request of either party.
- (c) The Arbitration Board may determine its own procedure, shall give full opportunity to all parties to present evidence and make representations to it. The Arbitration Board shall endeavor to commence its proceedings within forty-eight (48) hours after the chairman is appointed. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the chairman is appointed. The decision of the majority shall be the decision of the Board of Arbitration.
- (d) The decision of the Board of Arbitration shall be final and binding on all parties, but in no event shall the Board of Arbitration have the power to alter, modify or amend this Agreement in any respect. Should the parties disagree as to the meaning of the decision, either party may apply to the Chairman of the Board to reconvene the Board of Arbitration to clarify the decision, which it shall do within three (3) days.
- (e) Each party shall pay:
  - the fees and expenses of the arbitrator it appoints;
  - one-half (1/2) the fees and expenses of the chairman.
- (f) The time limits fixed in both the grievance and arbitration procedures may be extended by mutual consent of the parties of this Agreement.
- (g) At any stage of the grievance or arbitration procedures, the parties may have the assistance of the employee(s) concerned as witnesses, and any other witnesses, **and** all reasonable arrangements will be made to permit the conferring parties or arbitrator(s) to have access to any part of the Board's premises to view the working conditions which may be relevant to the settlement of the grievance.

Sec. 2 **Expedited Arbitration**

- (a) The parties shall determine by mutual agreement those grievances suitable for expedited arbitration.
- (b) Those grievances agreed to be suitable for expedited arbitration shall be scheduled within one (1) month if possible.
- (c) The hearings shall be held at a mutually agreed to location and facility.
- (d) All presentations are to be short and concise, and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- (e) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.
- (f) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- (g) The decision of the arbitrator shall be completed and sent to the parties within ten (10) working days of the hearing if possible.
- (h) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- (i) The expedited arbitrators who shall act as sole arbitrators will be agreed upon by the Board and the Union.
- (j) The expedited arbitrator shall have the same powers and authority as an arbitrator established under the applicable labour legislation in the Province of British Columbia.
- (k) The decision of the arbitrator shall be final and binding on the parties.
- (l) All decisions of the arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no presidential value and shall not be referred to by either party in any subsequent proceeding.
- (m) The parties agree that there shall be no use of lawyers in these hearings.

**ARTICLE XXI- DURATION OF AGREEMENT**

This Collective Agreement shall be in full force and effect from and including July 1, 2006, to and including June 30, 2010, and shall continue in full force and effect from year to year thereafter subject to the right of either party to this Collective Agreement pursuant to Section 46(1) of the Labour Relations Board by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of this Collective Agreement or a new Collective Agreement.

Should either party give written notice to the other party pursuant hereto, this Collective Agreement shall thereafter continue in full force and effect until the Union shall strike, or the Company lock-out, or the parties shall conclude a renewal or revision of this Collective Agreement or a new Collective Agreement.

The operation of Section 50(2) and (3) of the Labour Relations Code of British Columbia is hereby excluded.

**WAGES**

Refer to Letter of Understanding #9 between BCPSEA & CUPE & School Boards

**Note:** Pay equity compensation is not included in this reference.

**APPENDIX “A”**

**HISTORY RETAINED FROM THE BRIDGING AGREEMENT:**

*On December 6, 1996, School District No. 55 (Burns Lake) and School District No. 56 (Nechako) were amalgamated into School District No. 91 (Nechako Lakes). In 1998, CUPE became the bargaining representative for all support staff previously covered by CUPE, Local 3757 and CUPE, Local 4177 formerly IUOE, Local 882-B). From this consolidation, a Bridging Agreement was negotiated between School District No. 91 (Nechako Lakes) and the Canadian Union of Public Employees which came into effect January 31, 1999. In November, 1999, the parties met again to negotiate an inaugural contract.*

*The four (4) clauses below, from the Bridging Agreement, are being retained for continuity.*

**1. Sick Leave:**

*DETAILED INFORMATION ON SICK LEAVE PAYOUTS HAS BEEN ARCHIVED BY THE BOARD AND THE UNION FOR FUTURE REFERENCE.*

- a) For employees who were employed in former School District No. 55 (Burns Lake) prior to February 1, 1987 and who have frozen sick leave credits, will be entitled to carry these frozen sick leave credits over to the new School District No. 91 (Nechako Lakes). The entire provisions of Clause 10.02 of the collective agreement covering former School District No. 55 (Burns Lake) employees shall continue to apply to these employees.
- b) Effective October 1, 1999, these employees will be credited with an amount of sick leave credits which will be equivalent to the amount of sick leave credits each employee would have earned (under the collective agreement of former School District No. 56) between February 1, 1987 and September 30, 1999 minus the amount of sick leave credits each employee would have utilized between February 1, 1987 and September 30, 1999. This number of credits shall be recorded.

The employees may utilize these sick leave credits under the collective agreement of former School District No. 56 (Nechako); however, these sick leave credits will not be eligible or apply to the sick leave pay-out stipulated in Article 8, Section 1, part g, h and (i) of former School District No. 56 (Nechako) collective agreement.

- c) Effective October 1, 1999, employees of former School District No. 55 (Burns Lake) will fall under the sick leave provisions of the collective agreement of former School District No. 56 (Nechako) and any sick leave credits earned after this date, remaining and which meet the requirements of Article 8, Section 1, parts g, h and i of the collective agreement of

former School District No. 56 (Nechako) shall be eligible for the pay-out under this clause.

- d) When sick leave usage requires the deduction of sick leave credits, the sick leave credits will first be deducted from the accrual transferred and calculated on October 1, 1999 until such time as the balance of the transfer is reduced to zero; thereafter, deductions shall be from the accrual earned after September 30, 1999.

## 2. Vacation Leave

*DETAILED INFORMATION ON VACATION LEAVE PAYOUTS HAS BEEN ARCHIVED BY THE BOARD AND THE UNION FOR FUTURE REFERENCE.*

Vacation leave entitlement contained in clause 8.01 and 8.02 of the collective agreement covering employees of former School District No. 55 (Burns Lake) shall continue to be in effect until September 30, 1999. Effective October 1, 1999, these employees shall then fall under the vacation leave provisions of the collective agreement covering employees of former School District No. 56 (Nechako). These employees shall maintain the level of vacation leave or percentage that they are entitled to effective September 30, 1999 under the collective agreement covering employees of former School District No. 55 (Burns Lake); however, they will only move to a higher increment level of entitlement as dictated by the collective agreement of former School District No. 56 (Nechako).

## 3. Wages and Red-Circling

*DETAILED INFORMATION ON RED-CIRCLING PAYOUTS HAS BEEN ARCHIVED BY THE BOARD AND THE UNION FOR FUTURE REFERENCE*

- a) The parties acknowledge that there is a difference in wage rates between that of former School District No. 55 (Burns Lake) and former School District No. 56 (Nechako). In recognition that some of the classifications of former School District No. 55 (Burns Lake) have a higher wage schedule rate, the parties have agreed to red circle the applicable wage schedule rates under the following conditions:
- b) Employees from former School District No. 55 (Burns Lake) who have a wage rate higher than that of the same classification of employees from former School District No. 56 (Nechako) shall maintain their present rate of pay contained in their wage schedule. These employees shall not be eligible to receive any future wage increases in School District No. 91 (Nechako Lakes) until the wage rate of the same classification of employees from former School District No. 56 (Nechako) has reached



their level;

- c) if an employee, who is red circled posts into another classification, the employee shall lose their red circling protection and the applicable wage rate of School District No. 56 (Nechako) shall apply;
- d) if an employee who is red circled posts into the same classification in the geographical area of former School District No. 56 (Nechako), the employee shall lose their red circling protection and the applicable wage rate of School District No. 56 (Nechako) shall apply;
- e) if an employee who is red circled posts into the same classification in the geographical area of former School District No. 55 (Bums Lake), that employee shall continue to have the red circling protection of wages;
- f) if an employee who is red circled, due to a defined layoff, decides to bump, the following shall apply:
  - (a) If the bump is lateral (same classification), then the employee shall continue to have the red circling protection apply, regardless of which geographical area the employee bumps into;
  - (b) If the bump is into a different classification, regardless of geographical location, the employee shall receive the red circling protection of that classification;
- g) The wage rates utilized for the purpose of red circling shall be the wage rates in effect for employees of former School District No. 55 (Bums Lake) on January 31, 1999. The attached list of employees, classifications and rates of pay shall be signed off by the parties and become Schedule "B" of this Memorandum of Agreement. Schedule "B" shall be used for the application of this clause. It is understood that the year 1 pay equity allowance has been incorporated into the hourly base rates of employee's of former School District No. 55 (Burns Lake). Future pay equity amounts shall not apply as they shall be applied to the base rates contained in the collective agreement covering employees of former School District No. 56 (Nechako).
- h) For the purpose of this clause, the definition of classification contained in Appendix "A", "B" and "C" of the collective agreement of former School District No. 56 (Nechako) shall apply.

#### 4. Discretionary Days

The following one time offer shall be made to all regular employees of the entire bargaining unit who are on staff on January 31, 1999.

*DETAILED INFORMATION ON DISCRETIONARY DAYS (SCHEDULE "D") HAS BEEN ARCHIVED BY THE BOARD AND THE UNION FOR FUTURE REFERENCE.*

- a) Each regular employee of the bargaining unit shall choose whether or not to have Clause 9.09 - Discretionary Leave (see below) of the collective agreement which covered employees of former School District No. 55 (Burns Lake) apply to him/her.
- b) Should a regular employee who is in the bargaining unit on January 31, 1999 choose this option, the employee shall have Clause 9.09 (Discretionary Leave) of the collective agreement which covered employees of former School District No. 55 (Burns Lake) apply on the following condition:
- c) For regular employees of former School District No. 56 (Nechako), this entitlement would take effect October 1, 1999 and the first years discretionary leave entitlement would be pro-rated (date of service and October 1, 1999). Employees of former School District No. 55 (Burns Lake) would have this entitlement continue uninterrupted.
- d) Article VIII, Section 1(g) of the collective agreement covering employees of former School District No. 56 (Nechako) shall not apply to these employees, i.e., upon retirement, these employees under no circumstances would be entitled to receive a percentum of their unused accumulated sick leave.
- e) No later than October 1, 1999, the Union shall provide the Board with a list of employees in the bargaining unit who have chosen the option of "discretionary days" as described in Clause 12 of this Memorandum of Agreement. This list of employees shall be signed off by the parties and shall become Schedule "D" of this Memorandum of Agreement.
- f) It is understood that this decision is irrevocable. Once an employee has chosen the option of "discretionary days" and has given up their right to any sick leave payout of unused accumulated sick leave, the decision of the named employees on Schedule "D" is final and irrevocable.

It is agreed by the parties, that Clause 4, Discretionary Days is intended to form part of all succeeding collective agreements, so long as any of the named employees on Schedule “D” are employed by School District No. 91 (Nechako Lakes).

**FROM FORMER SCHOOL DISTRICT NO. 55 (BURNS LAKE) COLLECTIVE AGREEMENT**

**9.09 Discretionary Leave**

- a) An employee with six (6) continuous years of service shall be granted one (1) days leave with pay in each contract year at his discretion.
- b) An employee with ten (10) continuous years of service shall be granted one (1) addition days leave with pay in each contract year at his discretion.
- c) An employee who has an accumulation of fifteen (15) sick leave days on 31 August of each year shall be granted one (1) additional day in the following contract year at his discretion.
- d) Discretionary leave entitlement shall be used subject to the following conditions:
  - i) The leave days are not cumulative. Unused discretionary days have no cash equivalent. however, one (1) day may be carried forward into the next contract year only.
  - ii) Where possible, the employee will schedule these leaves beforehand with his immediate supervisor.
  - iii) If the employee requires a substitute, it shall be the employee’s responsibility to ensure a substitute has been arranged.
  - iv) The employee shall only use one (1) day’s leave in conjunction with a statutory holiday or vacation. If the leave is to extend a statutory leave or vacation, consideration must be given to its impact upon the service aspect of the individual employee’s role in the District.

**APPENDIX “B”**

**CRITERIA FOR ATTAINING THE FOUR (4) HOUR MINIMUM**

Moved to the body of the Agreement, **Article IV – HOURS of Work, Section 4 Four (4) Hour Minimum (g).**

**APPENDIX “C”**

June 6, 2000

Ref. No. 116240

Irene Holden  
Labour Relations Board  
900 – 360 West Georgia Street  
Vancouver, BC V6B 6B2

and

Vince Ready  
650 – 475 West Georgia Street  
Vancouver, BC V6B 4M9

Dear Irene Holden and Vince Ready:

**Re: Industrial Inquiry Commission concerning settlement Collective Agreement  
Between British Columbia Public School Employers’ Association  
(and Member School Districts) and School District Support Staff Trade Unions  
(IIC #2)**

I am writing concerning IIC #2 and your recommendations for settlement dated May 30, 2000 (the “Report”) and provided to the parties and government. Some of these issues were also referenced in the Commission’s letter of May 31, 2000 to CUPE representative Gary Johnson.

I understand that you intend to use those recommendations ~~for~~ the basis of your binding decision in accordance with your powers under the Public Education Support Staff Collective Bargaining Assistance Act (the “Act”).

I note, as well, that you make reference to certain items which the government has agreed to fund. I wish to affirm, for all parties to the collective agreement or to the documents deemed to be a collective agreement under the Act, that the government commits to fund as follows:

1. The monies committed by government and recommended by IIC #2 for the Four Hour Minimum Work Day Fund (**\$5 million, annually**) on each of July 1, 2000, July 1, 2001 and July 1, 2002, as described in the IIC #2 Report.

.../2

- Page 2 -

2. Should the \$5 million in the fund identified in paragraph #1 above not be entirely expended for purposes related to the Four Hour Minimum Work Day Fund, any surplus will be transferred to the employment security fund on a yearly basis. That fund is identified in paragraph #3 below. This arrangement is also recommended by IIC #2 and described in the Report.
3. The monies committed by government and recommended by IIC #2 for employment security (3.5 million, annually) on each of July 1, 2000, July 1, 2001 and July 1, 2002 to the Support Staff Job Security Fund as described in the IIC #2 Report.
4. The monies committed by government and recommended by IIC #2 to fund the LTD plan (\$11.8 million, annually) on January 1, 2002, January 1, 2003 and each January 1, thereafter, to the Joint Benefits Trust fund mentioned in the IIC #2 Report and the Accords.

The government also agrees that it would be appropriate for IIC #2 to retain jurisdiction regarding implementation of these items over the course of the collective agreement.

Sincerely,

Paul Ramsey  
Minister of Finance and  
Corporate Relations

\*Copied as per letter signed by Paul Ramsey

**APPENDIX “D” – CHARTER OR SPECIAL TRIPS**

1. (a) Drivers on charter or special trips of less than fifty (50) kilometers (one way) will be paid at the prescribed hourly rate. Upon arrival at the destination point, the driver shall automatically be placed on standby for the first (1st) hour and receive his full hourly rate of pay. Thereafter, if the driver is not required to remain on standby, but must return to duty at a later specified time the period of time between one (1) hour after arrival or the termination of the standby period to the time of the driver's return to duty shall be paid at the rate of one-half (1/2) the full hourly rate.
  - (b) The drivers for trips of less than fifty (50) kilometers (one way) will be selected from the part-time staff by seniority. (This will afford the part-time staff an opportunity to accumulate hours to equal eight (8) hours in any working day.)
  - (c) Should the special trip of less than fifty (50) kilometers (one way) create an overtime situation, the spare-board drivers should be given the opportunity to take the trip. (This will allow the spare-board drivers to accumulate hours and keep them earning funds and interested in staying in their position.)
  - (d) In the event all available part-time drivers and spare-board drivers have been canvassed and no driver is found, and the trip is going to create an overtime situation if taken by another part-time driver, the part-time driver with the most seniority would take the trip and receive time and one-half for hours worked over eight (8) hours. (Special trips of less than fifty (50) kilometers (one way) would include trips to outlying schools, or short field trips in the driver's area.)
2. (a) Drivers on charter or special trips over fifty (50) kilometers (one way) will be paid at a composite kilometer rate for actual driving time. These trips will be offered by seniority to the available part-time driver should the trip be slated to fit within their regular working day and a total of eight (8) hours. If the trip is going to create overtime then the spare-board drivers should be afforded the opportunity to bid on the trip. If the trip requires a part-time driver to book off part of their regular run and their shortened run hours and special trip hours still do not exceed eight (8) hours, the trip should be afforded to the part-time driver with seniority. This will allow part-time drivers to take trips to neighboring communities if the trip fits within an eight (8) hour day. Should no part-time driver and no spare-board driver be available to take the special trip during an eight (8) hour period the trip shall be afforded to the part-time

- driver with the most seniority. The pay for stand-by hours would be the same as item 1(a).
- (b) Any driver who wishes to bid on a charter or special trip over fifty (50) kilometers (one way) must book off their regular run or a portion thereof where it will interfere with the charter or special trips, as agreed to by Management.
- (c) The regular run or portion thereof would then be filled by a spare-board casual driver.
3. (a) Upon arrival at the destination point, the driver shall be informed of whether he is to be placed on standby and the duration of the standby period. During any period of standby, the bus driver shall be paid at the full hourly rate for all hours or a portion thereof while on standby.
4. Drivers on charter or special trips exceeding one (1) day shall be guaranteed not less than their normal daily rate of pay while on assignment. Excluding the day of departure and the day of return no driver shall receive less than eight (8) hours pay per day while on charter or special trips.
5. Where it is necessary for a driver to drive for more than eight (8) hours, he/she will not drive for more than twelve (12) hours without taking an eight (8) hour rest period, without pay.
6. (a) Drivers will be provided with a per diem of \$35 and upon receipt of a statement will be reimbursed to a maximum of eighty dollars (\$80) for lodging expenses for each twenty-four (24) hour period.
- (b) For partial days, meal allowance as follows:
- |           |                 |
|-----------|-----------------|
| Breakfast | \$ 7.50 maximum |
| Lunch     | \$10.00 maximum |
| Dinner    | \$17.50 maximum |
7. The composite mileage rate for drivers on charter or special trips over fifty (50) kilometers one way shall be paid thirty cents (\$0.30) per kilometer to be reviewed at the end of one year for adjustments.
8. When due to driving conditions, claims at thirty cents (\$0.30) per kilometer result in a driver earning less than the hourly rate, the hourly rate shall apply.



9. Drivers who are required to **park** buses at their residences shall receive **an** allowance of fifteen dollars (\$15.00) per month for the months of November through February to compensate them for electricity used for plug-ins.



**LETTER OF UNDERSTANDING - #1**

**Accelerated School Apprenticeship Program (ASAP)**

BETWEEN:

**THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 91 (NECHAKO LAKES)**

(hereinafter called the "Board")

AND:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
(LOCAL 4177)**

(hereinafter called the "Union")

WHEREAS the School District is now offering a program of studies to students entitled the *Accelerated School Apprenticeship Program* (ASAP) that includes alternating academic education periods and paid, work-place training periods; and,

WHEREAS it is seen as appropriate and beneficial to all involved parties to have training stations "in-house."

It is mutually agreed that:

1. the student apprentice will not be used as a replacement for any other worker regardless of circumstance;
2. the student apprentice will work under the supervision of a qualified tradesperson and therefore will not be expected or asked to work in isolation at any time;
3. there will be a mechanism in place to facilitate the immediate removal of the student apprentice from the work placement should a problem arise;

4. the student apprentice will be covered by WCB at all times while in the work place;
5. the student apprentice will not earn seniority while participating in the ASAP as this is not a Union position;
6. participation in the **ASAP** is optional and the program will not be initiated without the full agreement and cooperation of the appropriate CUPE member trades person; and
7. the ASAP is intended to be in effect for the duration of the student apprentice's high school career, but that after graduation from school, the student may, upon agreement of both the Board and the Union and after appropriate posting, continue as a certified apprentice in accordance with Provincial Apprenticeship Guidelines and employer requirements.

Signed in Vanderhoof this \_\_\_\_ day of \_\_\_\_\_, 2006.

SIGNED ON BEHALF OF THE BOARD

SIGNED ON BEHALF OF THE UNION

\_\_\_\_\_  
Sterling Olson, Secretary-Treasurer

\_\_\_\_\_  
Sandi Taylor, President



**LETTER OF UNDERSTANDING - #2**

**Mechanical Staff Operating Buses**

BETWEEN:

**THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 91 (NECHAKO LAKES)**

(hereinafter called the "Board")

AND:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
(LOCAL 4177)**

(hereinafter called the "Union")

WHEREAS, due to special circumstances, the Board would like to clarify specific conditions regarding mechanical staff operating school buses, the parties agree as follows:

Occasionally the need arises for buses to be shuttled back and forth from one location to another due to service required or availability of spare buses. Shuttling of this nature may be conducted by mechanical staff rather than bus drivers.

Signed at Vanderhoof, B.C. this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

SIGNED ON BEHALF OF THE BOARD

SIGNED ON BEHALF OF THE UNION

\_\_\_\_\_  
Sterling Olson, Secretary-Treasurer

\_\_\_\_\_  
Sandi Taylor, President



**LETTER OF UNDERSTANDING- #3**

**Bus Drivers' Hours of Work**

BETWEEN:

**THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 91 (NECHAKO LAKES)**

(hereinafter called the "Board")

AND:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
(LOCAL 4177)**

(hereinafter called the "Union")

**WHEREAS**, due to special circumstances, the Board would like to clarify specific conditions regarding hours of work for bus drivers, the parties agree as follows:

1. Appendix D, Paragraph 1(a) - *charter or special trips* applies to trips of less than **fifty** (50) kilometers (one way) where the driver is not able to return to his/her home base immediately upon dropping off passengers. If the driver is able to return to his/her home base after dropping off passengers, that driver is not considered to be on standby and waiting time does not apply.

**Examples of Non-Application:**

- If a Fort St. James bus driver transports students from Fort St. James to Murray Ridge Ski Hill at 9:00 a.m. and returns at 2:00 p.m. to transport the students back to the appropriate school, the driver does not get paid waiting time as he/she was not required to stay at Murray Ridge Ski Hill.
- If a Fraser Lake bus driver transports students from Fraser Lake to the Stellako River at 10:00 a.m. and returns at 1:00 p.m. to transport the students back to the appropriate school, the driver does not get paid waiting time as he/she was not required to stay at the river.
- If a Vanderhoof bus driver transports students from Sinkut View Elementary School to Evelyn Dickson Elementary School for a play day at 9:30 a.m. and returns at 1:30 p.m. to transport the students back to Sinkut View, the driver does

not get paid waiting time as he/she was not required to stay at the school.

- If a Burns Lake bus driver transports students from L.D.S.S. to the Omineca Ski Trails at 9:00 a.m. and returns at 2:00 p.m. to transport the students back to school, the driver only claims two (2) hours for the two (2) way trip [one (1) hour each way]. If the driver is required to stay at the trails because the teacher/supervisor wants some form of emergency transportation available, then the driver claims the time spent at the trails as full-time. The school will be billed for all the time (driving and waiting), at full rate.

Example of Application:

- Bus drivers from any of the four (4) locations (Vanderhoof, Burns Lake, Fraser Lake, or Fort St. James) who transport students from a school to a location within **fifty** (50) kilometers (one way) and who are required to remain at the site for a period of time will be on standby. If the driver is then released from standby and asked to return at a specific time but distance and time do not permit driving back to the home base and returning, the driver will be paid waiting time.
2. There will be a minimum time payment of two (2) hours for drivers on *charter or special trips* of less than **fifty** (50) kilometers.

i.e: a trip from one school to another school and return, or a trip from a school to the arena and return

If the trip takes-fifteen (15) minutes each way the driver will be paid the minimum of two (2) hours. If the *charter or special trip* does not include a return trip; there will only be a payment of one (1) hour for the one way trip.

i.e: the school utilizes the bus to travel to the arena but walks back to the school

Signed at Vanderhoof, British Columbia, this \_\_\_\_ day of \_\_\_\_\_, 2006.

SIGNED ON BEHALF OF THE BOARD

SIGNED ON BEHALF OF THE UNION

\_\_\_\_\_  
Sterling Olson, Secretary-Treasurer

\_\_\_\_\_  
Sandi Taylor, President



**LETTER OF UNDERSTANDING - #4**

**ABORIGINAL EDUCATION HIRING**

**BETWEEN:** SCHOOL DISTRICT NO. 91 (NECHAKO LAKES)  
(hereinafter called the "Board")

**AND:** CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4177  
(hereinafter called the "Union")

**RE:** ABORIGINAL EDUCATION HIRING

This letter of understanding applies to the following positions funded from Aboriginal funding and others as mutually agreed to:

**Aboriginal Home-School Coordinator ♦ Aboriginal Education Worker  
Aboriginal Classroom Assistant**

- Postings will include a caveat stating:

"Preference will be given to qualified applicants with Aboriginal ancestry and knowledge of the Carrier and/or Wet'suwet'en Nations."
- First preference will be given to Union members with regular seniority. Inside this group, preference will be given to qualified applicants of Aboriginal ancestry and knowledge of the Carrier and/or Wet'suwet'en Nations.
- Second preference will be given to Union members with recognized secondary seniority. Inside this group, preference will be given to qualified applicants of Aboriginal ancestry and knowledge of the Carrier and/or Wet'suwet'en Nations.
- Once hired, the parties agree that the employee's position will be subject to all conditions of the collective agreement, including bumping.

This letter of understanding is only intended to alter the selection process of the above identified positions and others as mutually agreed to.

SIGNED ON BEHALF OF THE BOARD

SIGNED ON BEHALF OF THE UNION

\_\_\_\_\_  
Sterling Olson, Secretary-Treasurer

\_\_\_\_\_  
Sandi Taylor, President



**LETTER OF UNDERSTANDING #5**

**“WORKING FOREMAN”**

BETWEEN:

**THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 91 (NECHAKO LAKES)**

(hereinafter called the “Board”)

AND:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
(LOCAL 4177)**

(hereinafter called the “Union”)

**WHEREAS**, due to special circumstances, the Board would like to clarify the status of “Working Foreman” currently held by members of the union who also hold positions of school bus driver, the parties agree as follows:

Should any of the four (4) working foremen wish to discontinue their position of “working foreman” they may do so without relinquishing their existing posted position of school bus driver provided the Board is able to find a suitable, qualified replacement in conjunction with another established bus run. The Board can hold this change of position until the working foreman position is filled.

Subsequent bumps and/or permanent reassignments are not contemplated from this agreement. The parties agree to meet and find solutions that would minimize potential impacts.

Signed at Vanderhoof this \_\_\_\_ day of \_\_\_\_\_, 2006.

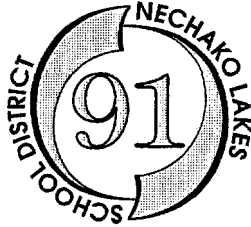
SIGNED ON BEHALF OF THE BOARD

SIGNED ON BEHALF OF THE UNION

\_\_\_\_\_  
Sterling Olson, Secretary-Treasurer

\_\_\_\_\_  
Sandi Taylor, President





**LETTER OF UNDERSTANDING #6**

**EX J ME I**

BETWEEN: THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT #91 (NECHAKO LAKES)  
(hereinafter called the "Board")

AND: CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 4177  
(hereinafter called the "Union")

**WHEREAS**, the Board would like to clarify its agreement with the Union on a flat rate percentage for the reimbursement of benefits costs for members who are on leave for Union business approved and paid by the Union. The Board would also like to clarify its agreement with the Union on the issue of payment for the President's Leave.

The Union will be billed and pay for the number of hours absent on Union business, times the hourly rate, plus this average benefit rate. The Board will calculate the average benefit rate by taking the weighted average benefit cost of the President, Vice President and Treasurer of the CUPE executive. The Board will re-calculate this average benefit rate on an annual basis, at the beginning of each school year. This new flat rate percentage will be implemented as of September 7, 2004.

The Board agrees to accommodate the Union in its decision to pay their President up to 8 hours per day at the highest hourly rate of the CUPE positions when the President is dealing with Union business. The increase in payment, plus the average benefit rate, will be the sole responsibility of the Union. The Union agrees to pay all outstanding receivables and maintain their account in a current status.

Signed at Vanderhoof, this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

SIGNED ON BEHALF OF THE BOARD      SIGNED ON BEHALF OF THE UNION

\_\_\_\_\_  
Sterling Olson, Secretary-Treasurer

\_\_\_\_\_  
Sandi Taylor, President Local 4177

LETTER OF UNDERSTANDING #7

**BETWEEN:**

**BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT #91 (Nechako Lakes)**

**THE “EMPLOYER”**

**AND:**

**CUPE, LOCAL 4177**

**THE “UNION”**

The parties have agreed to interpret and apply Article X – Wages, Section 3, Assignments and Substitutes as follows:

- 1) An employee who is working as part of their regularly scheduled posted assignment, and is directed to perform work of a higher classification, shall receive the rate of pay for the higher classification.
- 2) An employee who is working as part of their regularly scheduled posting assignment, and is directed to perform work of a lower classification, shall continue to receive their regular rate of pay.
- 3) An employee who is awarded work over and above their regular posted positions shall be paid the wage rate for that classification of work.
- 4) Notwithstanding item 1 or 2 above, an employee who substitutes for an absent employee shall be paid the wage rate for that classification of work.
- 5) This Letter of Understanding is on a without prejudice basis to the one current outstanding related grievance.

AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2006

SIGNED ON BEHALF OF THE BOARD

SIGNED ON BEHALF OF THE UNION

\_\_\_\_\_  
Sterling Olson, Secretary-Treasurer

\_\_\_\_\_  
Sandi Taylor, President

**E OF UNDERSTANDING #8**

**BETWEEN:** THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT #91 (NECHAKO LAKES)  
  
(hereinafter called the "Board")

**AND :** CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 4177  
  
(hereinafter called the "Union")

**Forest Fire Season & School District Drivers**

**Purpose**

The purpose of this letter of understanding is to provide clarification for payment to CUPE bus drivers for the work that results when the Ministry of Forest utilizes our vehicles during forest fire seasons.

**School District Involvement**

1. SD91 will provide bus drivers to assist the MoF during forest fire fighting season.
2. SD91 will top-up the bus driver's wages to their regular rate of pay for time spent driving, as per the Collective Agreement
3. SD91 will pay the drivers one-half(1/2) of their regular rate of pay during waiting time, as per the Collective Agreement.
4. Depending on the fire's location, it may be necessary for the drivers to spend the night at a forest fire camp. In this event, the driver's waiting time will stop once the bus has arrived at camp.
5. There is no provision for Over-Time wages.
6. If the bus driver's regular schedule is interrupted, then a junior driver will back-fill their route.
7. Drivers will be selected using a sign-up sheet (located in the bus garage) and then through seniority.
8. Drivers who are interested in working during the fire season will sign a sheet as designated by the Manager of Transportation.

Signed at Vanderhoof, this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

SIGNED ON BEHALF OF THE BOARD

SIGNED ON BEHALF OF THE UNION

\_\_\_\_\_  
Sterling Olson, Secretary-Treasurer

\_\_\_\_\_  
Sandi Taylor, President Local 4177

**LETTER OF UNDERSTANDING #9**

**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. a 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**

27. 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:

1. 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

**LETTER OF UNDERSTANDING #10**

**MEMORANDUM of AGREEMENT**

Between

THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT No.91 (NECHAKO LAKES)

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 4177

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**RE: Vacation Pay on Incentive Payment**

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1. The parties have agreed that vacation pay will not be payable on the incentive payment agreed to in Letter of Understanding #9.

AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2006

\_\_\_\_\_  
On behalf of the Board

\_\_\_\_\_  
On behalf of the Union

**LETTER OF UNDERSTANDING #11**

**MEMORANDUM of AGREEMENT**

Between

THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT No.91 (NECHAKO LAKES)

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 4177

---

RE: PAY EQUITY IMPLEMENTATION AND MAINTENANCE AGREEMENT

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The parties agree to the following:

1. That the comparison of the jobs in Nechako lakes was done utilizing a plan accepted by CUPE and the Board.
2. That Appendix 'A' sets out the results of the pay equity ratings.
3. That the job Maintenance Plan attached as Appendix 'B' is agreed to.
4. That the implementation of the Gender-Neutral Job Evaluation Plan will be done as outlined in the Memorandum of Agreement Re Consolidation of the bargaining Units, dated February 9, 1999.
5. That the Maintenance Agreement is meant to ensure that identified inequities in pay between male and female dominated jobs will not be increased.
6. That the Employer and the Union agree to apply general wage increases in such a way that gender inequalities are not increased.
7. That the above is subject to PSEC's approval of the pay equity plan and subject to the provincial government funding and continuing to fund these pay equity plans.

Signed at Vanderhoof, BC, this \_\_\_\_\_ day of \_\_\_\_\_, 1999

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For the Employer

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For the Union

**APPENDIX “A”**  
**Pay Equity Adjustments**  
 School District No.91 (Nechako Lakes) and  
 The Canadian Union of Public Employees, Local 4177

Group	Job Title	Current Contract Wage	Pay Equity Target Rates	Adjustment to Reach Pay Equity	First 1% Lift	Second 1% Lift	Third 1% Lift	Adjusted Wage Rate Inc. Pay Equity
1	Clerical - General Clerical	15.76	16.27	0.51	0.20	0.04	0.04	16.04
1	Support - Classroom Assistant	15.76	16.27	0.51	0.20	0.04	0.04	16.04
2	Specialty Support - Native Classroom Assistant	15.76	16.75	0.99	0.20	0.06	0.06	16.08
2	Support - Noon/Morning/Bus/Playground Sup	15.51	16.75	1.24	0.20	0.08	0.08	15.87
3	Support - Library Assistant			1.95	0.20	0.13	0.13	16.22
4	Clerical - School Meals Coordinator	15.76	18.19	2.43	0.20	0.17	0.17	16.30
4	Maintenance - Custodian	16.81	18.19	1.38	0.20	0.09	0.09	17.19
4	Specialty Support - Native Education Worker	16.70	18.19	1.49	0.20	0.10	0.1	17.10
5	Specialty Support - ESL ESD	16.70	18.67	1.97	0.20	0.14	0.14	17.18
5	Support - School Meal Worker	15.76	18.67	2.91	0.20	0.21	0.21	16.38
5	Clerical - School Receptionist - Elementary	16.70	18.67	1.97	0.20	0.14	0.14	17.18
5	Clerical - School Receptionist - Secondary	16.70	18.67	1.97	0.20	0.14	0.14	17.18
5	Clerical - Receptionist - School Board Office	16.70	18.67	1.97	0.20	0.14	0.14	17.18
5	Specialty Support - Severe Learning Disabled	16.70	18.67	1.97	0.20	0.14	0.14	17.18
5	Specialty Support - EMH	16.70	18.67	1.97	0.20	0.14	0.14	17.18
5	Clerical - District Resource Centers	17.25	18.67	1.42	0.20	0.09	0.09	17.63
5	Clerical - CA/ Receptionist - Other Learning Centers	16.70	18.67	1.97	0.20	0.14	0.14	17.18
5	Specialty Support - Native Home School Coordinator	16.70	18.67	1.97	0.20	0.14	0.14	17.18
6	Specialty Support - Child Care Worker	16.70	19.15	2.45	0.20	0.17	0.17	17.24
6	Clerical - Accounting Clerk I	16.70	19.15	2.45	0.20	0.17	0.17	17.24
7	Specialty Support - Personal Attendant - Autistic	15.76	19.63	3.87	0.20	0.28	0.28	16.52
7	Specialty Support - Personal Attendant - MH/TMH/CI/PH	15.76	19.63	3.87	0.20	0.28	0.28	16.52
7	Specialty Support - Severe Behaviour	16.70	19.63	2.93	0.20	0.21	0.21	17.32
7	Specialty Support - Hearing Impaired	16.70	19.63	2.93	0.20	0.21	0.21	17.32
7	Specialty Support - Visually Impaired	16.70	19.63	2.93	0.20	0.21	0.21	17.32
8	Specialty Support - Child Minder	15.76	20.11	4.35	0.20	0.32	0.32	16.60
9	Clerical - Human Resources - Secretarial	17.25	20.59	3.34	0.20	0.24	0.24	17.93
9	Clerical - CA/Clerical Support - Other Learning Locations	17.25	20.59	3.34	0.20	0.24	0.24	17.93
9	Bus Garage - Bus Driver	19.06	20.59	1.53		0.12	0.12	19.30
9	Clerical - Secretary or Bookkeeper - Secondary Schools	17.25	20.59	3.34	0.20	0.24	0.24	17.93
9	Clerical - Accounting Clerk - II	17.25	20.59	3.34	0.20	0.24	0.24	17.93
10	Clerical - Human Resources - Benefits	17.25	21.07	3.82	0.20	0.28	0.28	18.01
10	Clerical - Secretary - Elementary Schools	17.25	21.07	3.82	0.20	0.28	0.28	18.01
10	Clerical - Head School Secretary - Elementary Schools	17.25	21.07	3.82	0.20	0.28	0.28	18.01
11	Clerical - Payroll Clerk	17.25	21.55	4.30	0.20	0.31	0.31	18.07
11	Clerical - Head School Secretary - Secondary Schools	17.25	21.55	4.30	0.20	0.31	0.31	18.07

**APPENDIX “B”**

**MAINTENANCE AGREEMENT**

**(For Job Descriptions, Classifications and Changes of Classifications)**

**between**

**SCHOOL DISTRICT NO. 91 (NECHAKO LAKES)**

**And**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 4177**



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## THE JOINT JOB EVALUATION COMMITTEE (JJEC)

### ARTICLE I

- 1.1. There will be a Joint Job Evaluation Committee (JJEC) which shall have equal representation and participation from the parties, consisting of two (2) representatives from the Employer and two (2) representatives from the local Union. The purpose of the Committee will be to maintain the established Gender-Neutral Job Evaluation Plan.
- 1.2. The Employer and the Union shall each designate one of its representatives to act as Co-chairperson.
- 1.3. Each party may appoint alternate representatives to serve as replacements for absent members or to assist the Committee in its work, from time to time. The names of alternate representatives shall be submitted to the Committee.
- 1.4. CUPE, Local 4177 Committee members and any alternates appointed by CUPE, Local 4177 shall be granted leave of absence with pay and without loss of seniority for periods of time spent working on the Committee. These members shall continue to have all rights and privileges of the collective agreement including access to the grievance procedure, promotional opportunities and salary increments to which the employee would normally be entitled, including any increase that may occur as a result of an evaluation of their present position. The Employer shall invoice the Union for the cost of wages and benefits and the Union shall be responsible for any expenses incurred by its members.
- 1.5. Routine business decisions of the Committee shall be made by a simple majority. Job rating decisions shall require unanimous decision of the full Committee and shall be final and binding on the parties, subject to the reconsideration procedure set out in Article II. Alternate members shall have the right to vote only when replacing a regular Committee member who is absent.
- 1.6. The Committee shall meet as necessary at a mutually agreed upon time and place. Each member shall receive notice and the agenda for the meeting at least forty-eight (48) hours before the meeting. Either party may call a meeting by giving written notice and this meeting shall take place within seven (7) working days of the delivery of the notice to the other party.
- 1.7. Either party to the Maintenance Agreement may engage advisors to assist its representatives on the JJEC. Any such advisor shall be entitled to voice but not to vote and shall not be considered to be a member of the Committee.

## MAINTAINING THE JOB EVALUATION PROGRAM

### ARTICLE II

- 2.1. The Gender-Neutral Job Evaluation Plan will be used when reviewing and evaluating all existing or new jobs. It is important to maintain accurate job descriptions and job ratings on an ongoing basis. Failure to do so will serve to damage the integrity of the pay equity program. In order to maintain the program, the Union and the Board agree to adopt the following process:
  - 2.1.1. The Joint Job Evaluation Committee will divide all jobs into groups and will address approximately twenty percent (20%) of the jobs covered by the Plan in each subsequent year.
  - 2.1.2. Employees in the group of jobs subject to review in a given year will be surveyed to determine if any changes have occurred to their jobs since the job description was last revised.
  - 2.1.3. The results of the survey will be reviewed by the Joint Job Evaluation Committee and if substantial change has occurred to a position, the job description will be updated and re-evaluated in accordance with the established Gender-Neutral Job Evaluation procedure.
- 2.2. Whenever the employer changes the duties and responsibilities of a job or the incumbent(s)/Union feel that the duties and responsibilities of a job have been changed, or that the job description does not reflect the duties and responsibilities of the job, the following procedures shall be followed:
  - 2.2.1. The incumbent(s)/Union or the supervisor/employer may request a job evaluation review by completing and submitting a *Job Evaluation Reconsideration Form* {Addendum to Appendix “B” (i)}, a completed Job Analysis Questionnaire and revisions to the job description. The applicant must show which of the above three criteria pertain to the application for consideration.
    - 2.2.1.1. A maximum of three (3) job descriptions to be under review at any one time. This number can be increased by mutual agreement.
    - 2.2.1.2. Reviews will be initiated within thirty (30) days of the written request.

- 2.2.2. Upon receipt of a completed *Job Evaluation Reconsideration Form*, the Committee shall proceed to gather accurate, up-to-date information on the job. The gathering of information shall involve requesting the incumbent(s) and supervisor to complete an up-to-date *Job Analysis Questionnaire*. Where further information is required, interviews shall be held with incumbents and/or supervisors and/or visits to the job site. Based on this information, the employer shall update the job description, as necessary;
- 2.2.3. Where it has been determined by the JJEC that the job description has changed, the job shall be rated by the JJEC, using the Gender-Neutral Job Evaluation procedure. A new rating for the job shall be established. The incumbent(s) and supervisor shall be advised of the Committee's decision per the *Advice of Rating Form* {Addendum to Appendix "B" (ii)}. The rating of the job shall determine the pay rate for the job;
- 2.2.4. If the job is rated at a pay grade higher than the existing pay grade, the incumbent's rate of pay shall be adjusted retroactive to the date the *Job Evaluation Reconsideration Form* was submitted. The incumbent(s) shall retain the same place on any increment grid;
- 2.2.5. If the job is rated at a pay grade lower than the existing pay grade, all incumbents of such job shall be identified as "Red-Circled" and shall continue to receive all negotiated increases and shall continue to progress (increment) through the salary range to the job rate of his or her previous pay grade;
- 2.2.6. No incumbent will have their wages reduced following the re-evaluation of their job and the establishment of a new wage structure;
- 2.2.7. All economic adjustments negotiated from time to time shall be calculated upon the higher of the revised or previously existing job rate.
- 2.3. Whenever the employer wishes to establish a new job, the following procedures shall apply:
  - 2.3.1. The employer shall prepare a draft job description for the job;
  - 2.3.2. The JJEC shall meet and establish a temporary pay grade for the job, based on the draft job description;

- 2.3.3. The job shall be posted and any person appointed to the job shall be paid the temporary pay grade;
- 2.3.4. After six (6) months from the appointment of an incumbent to the job, the incumbent(s) and the supervisor shall complete a *Job Analysis Questionnaire* which shall be submitted, along with an updated job description to the JJEC. The employer shall develop a final job description and rate the job according to the Gender-Neutral Job Evaluation Plan. The rate of pay increases shall be paid to each incumbent effective the date of his/her appointment to the job. In the event that the pay rate of the job decreases as the result of this six (6) month re-examination of the job, the reduced rate of pay will be paid at the beginning of the next pay period following completion of any appeal processes and the notification to the incumbent and the Union by the Board.
- 2.4. Either the incumbent(s) or the supervisor may request reconsideration of the job rating by completing and submitting a *Job Evaluation Reconsideration Form*, stating the reason(s) for disagreeing with the job description and/or the rating of the job. Any such request shall be submitted within sixty (60) days of receipt of the *Advice of Rating Form*. Both the incumbent(s) and the supervisor shall be permitted to make a presentation to the Committee. The JJEC shall consider the request and make a decision, which shall be considered final and binding upon the parties and all employees affected. The Committee shall inform both the incumbent(s) and the supervisor of its decision using the *Job Evaluation Review Decision Form* (Addendum to Appendix "B" (iii)).
- 2.5. After a job evaluation review has been completed for an existing job, there shall be no further review for a period of twelve (12) months.

## DISPUTE RESOLUTION

### ARTICLE III

- 3.1. Parties may consider alternatives in dispute resolution to arbitration. In the event the JJEC is unable to reach agreement on any matter relating to the interpretation, application or administration of the job evaluation program, the Co-chairpersons of the Committee shall request, within ten (10) working days, that each party designate an advisor to meet with the Committee. The two (2) advisors shall meet with the Committee and attempt to assist in reaching a decision.

- 3.2. If, after meeting with the two (2) advisors appointed pursuant to Article 3.1, the Committee remains unable to agree upon the matter in dispute, the Co-chairpersons shall advise, in writing, the union and the employer of this fact, within fifteen (15) days.
- 3.3. Either party may, by written notice to the other party, refer the dispute to a single arbitrator who shall be selected by agreement of the parties. If the parties are unable to agree, either party may request the Minister of Labour to appoint an arbitrator.
- 3.4. The arbitrator shall decide the matter upon which the JJEC has been unable to agree and his/her decision shall be final and binding on the JJEC, the Employer, the Union, and all affected employees. The arbitrator shall be bound by this Maintenance Agreement and the Gender-Neutral Job Evaluation Plan and shall not have the power to notify or amend any of their provisions. The jurisdiction of the arbitrator shall be limited to the matter in dispute, as submitted by the parties.
- 3.5. The Employer and Union shall be the parties to the arbitration hearing and shall have the right to present evidence and argument concerning the matter in dispute. The arbitrator shall have the powers of an arbitrator appointed pursuant to the Collective Agreement and, in addition, shall have the authority to require the parties to present additional information and to require other person(s) to present evidence, as deemed necessary by the arbitrator.
- 3.6. The arbitrator's fees and expenses shall be borne equally between the parties.
- 3.7. The time limits contained in this article may be extended by mutual agreement of the parties.

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