

**COLLECTIVE AGREEMENT**

**between the**

**BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 59 (PEACE RIVER SOUTH)**

**and the**

**B.C. GOVERNMENT AND SERVICE  
EMPLOYEES' UNION (BCGEU)**

**Effective from July 1, 2014 to June 30, 2019**

## TABLE OF CONTENTS

<b>DEFINITIONS.....</b>	<b>1</b>
<b>ARTICLE 1 - PREAMBLE .....</b>	<b>1</b>
1.1 Purpose of Agreement.....	1
1.2 Future Legislation .....	1
1.3 Conflict with Regulations.....	2
1.4 Use of Terms .....	2
1.5 Human Rights Code .....	2
1.6 Sexual Harassment .....	2
1.7 Work Environment.....	2
<b>ARTICLE 2 - UNION RECOGNITION AND RIGHTS .....</b>	<b>2</b>
2.1 Bargaining Unit Defined.....	2
2.2 Union Recognition .....	3
2.3 Correspondence.....	3
2.4 No Other Agreement .....	3
2.5 No Discrimination for Union Activity .....	3
2.6 Recognition and Rights of Stewards .....	3
2.7 Bulletin Boards .....	4
2.8 Union Insignia .....	4
2.9 Right to Refuse to Cross Picket Lines .....	4
2.10 Time Off for Union Business.....	4
2.11 Emergency Services .....	4
<b>ARTICLE 3 - CHECK-OFF OF UNION DUES.....</b>	<b>4</b>
<b>ARTICLE 4 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES .....</b>	<b>5</b>
<b>ARTICLE 5 - RIGHTS OF EMPLOYER.....</b>	<b>5</b>
<b>ARTICLE 6 - EMPLOYER-UNION RELATIONS.....</b>	<b>5</b>
6.1 Representation .....	5
6.2 Union Bargaining Committee .....	6
6.3 Union Representatives .....	6
6.4 Technical Information.....	6
<b>ARTICLE 7 - GRIEVANCES .....</b>	<b>6</b>
7.1 Grievance Procedure .....	6
7.2 Policy Grievance.....	6
7.3 Suspension or Discharge.....	7
7.4 Deviation from the Grievance Procedure .....	7
<b>ARTICLE 8 - ARBITRATION.....</b>	<b>7</b>
8.1 Referral.....	7
8.2 Pre-Arbitration Meeting .....	7
8.3 Costs .....	7
8.4 Decision of the Single Arbitrator .....	7
8.5 Labour Code .....	7
8.6 Grievance Recommendations .....	7
<b>ARTICLE 9 - DISMISSAL, SUSPENSION AND DISCIPLINE.....</b>	<b>8</b>
9.1 Burden of Proof.....	8
9.2 Right to Grieve Other Disciplinary Action .....	8

9.3	Evaluation Reports.....	9
9.4	Adverse Report .....	9
9.5	Right to Have Steward Present .....	9
<b>ARTICLE 10 - SENIORITY .....</b>		<b>9</b>
10.1	Seniority Defined .....	9
10.2	Seniority List.....	10
10.3	Probation for Newly Hired Employees.....	10
10.4	Loss of Seniority.....	10
10.5	Transfer and Seniority Outside Bargaining Unit .....	11
10.6	Retention and Accrual of Seniority .....	11
<b>ARTICLE 11 - SERVICE CAREER POLICY .....</b>		<b>11</b>
11.1	Posting.....	11
11.2	No Outside Appointments.....	12
11.3	Role of Seniority in Promotions and Transfers .....	12
11.4	Trial Period on Promotions or Lateral Transfers.....	12
11.5	On-the-Job Training .....	12
11.6	Training Courses.....	12
11.7	Notification .....	12
11.8	Educational Development.....	13
11.9	Educational Development Support Fund.....	13
11.10	Specialized Training .....	13
<b>ARTICLE 12 - LAYOFF, RECALL AND BUMPING .....</b>		<b>13</b>
12.1	Layoff.....	13
12.2	Role of Seniority in Layoffs .....	14
12.3	Continuation of Benefits.....	15
12.4	Recall Procedure .....	15
12.5	No New Employees.....	15
12.6	Advance Notice of Layoff.....	15
12.7	Grievance on Layoffs and Recalls .....	15
12.8	Severance Pay .....	15
12.9	Bumping .....	16
<b>ARTICLE 13 - HOURS OF WORK .....</b>		<b>16</b>
13.1	Office Employees .....	16
13.2	School Educational Assistants .....	16
13.3	Rest Periods .....	16
13.4	Meal Periods .....	16
13.5	Clean-up Time .....	16
13.6	Flexible Hours of Work .....	17
<b>ARTICLE 14 - OVERTIME.....</b>		<b>18</b>
14.1	Authorization and Application of Overtime.....	18
14.2	Overtime Entitlement.....	18
14.3	Recording of Overtime .....	18
14.4	Sharing of Overtime.....	18
14.5	Overtime Compensation .....	18
14.6	Overtime Meal Allowance .....	19
<b>ARTICLE 15 - GENERAL HOLIDAYS .....</b>		<b>19</b>
15.1	General Holidays.....	19

15.2	Holiday Falling on a Scheduled Workday.....	19
15.3	Holiday Coinciding with Day of Vacation .....	19
15.4	General Holiday Leave .....	19
<b>ARTICLE 16 - ANNUAL VACATIONS.....</b>		<b>19</b>
16.1	Annual Vacation Entitlement .....	19
16.2	Vacation Earnings for Partial Years .....	21
16.3	Vacation Scheduling.....	21
16.4	Vacation Pay.....	21
16.5	Approved Leave of Absence with Pay During Vacations.....	21
16.6	Vacation Carryover .....	21
16.7	Vacation Leave on Retirement .....	22
16.8	Discretionary Leave .....	22
<b>ARTICLE 17 - SICK LEAVE .....</b>		<b>22</b>
<b>ARTICLE 18 - SPECIAL AND OTHER LEAVE .....</b>		<b>22</b>
18.1	Bereavement Leave .....	22
18.2	Family Illness .....	23
18.3	Full-Time Union or Public Duties.....	23
18.4	Leave for Court Appearances .....	23
18.5	Leave for Taking Courses .....	24
18.6	General Leave .....	24
18.7	Leave for Medical and Dental Care .....	24
18.8	Special Leave .....	24
18.9	Care and Nurturing .....	24
18.10	Other Leave.....	25
<b>ARTICLE 19 - MATERNITY LEAVE .....</b>		<b>25</b>
19.1	Maternity/Paternity/Adoption Leave .....	25
19.2	Seniority Rights on Re-instatement .....	25
19.3	Extension of Maternity Leave.....	25
19.4	Sick Leave Credits.....	25
<b>ARTICLE 20 - OCCUPATIONAL HEALTH AND SAFETY .....</b>		<b>25</b>
20.1	Committee Representation .....	25
20.2	Video Display Terminal .....	26
20.3	Communicable Disease Protection .....	26
<b>ARTICLE 21 - CONTRACTING OUT .....</b>		<b>26</b>
<b>ARTICLE 22 - HEALTH AND WELFARE.....</b>		<b>26</b>
22.1	Health Care Plans.....	26
22.2	Premium Payment .....	27
22.3	Workers' Compensation Board Claim.....	27
22.4	Medical Examination .....	27
22.5	Legislative Changes .....	27
22.6	Technological Change .....	27
22.7	Benefit Entitlement.....	27
22.8	Benefits for Ten Month Employees .....	27
<b>ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES.....</b>		<b>28</b>
23.1	Paydays.....	28
23.2	Rates of Pay.....	28

23.3	Pay on Temporary Assignment .....	28
23.4	Reclassification of Position .....	28
23.5	Mileage Allowance.....	28
23.6	Meal Allowance .....	29
23.7	Abnormal Working Conditions.....	29
23.8	Upgrading Qualifications .....	29
23.9	Retirement Pay .....	29
23.10	Cash Payment in Lieu of Health and Welfare Benefits.....	29
23.11	In-service/Consultation Pay.....	29
23.12	Superannuation .....	29
23.13	Recognition of Substitute Employees .....	29
<b>ARTICLE 24 - JOB EVALUATION .....</b>		<b>30</b>
24.1	Position Descriptions .....	30
24.2	Job Evaluation Plan .....	30
24.3	Job Evaluation and Salary Assignment.....	30
24.4	Job Evaluation Appeal.....	30
<b>ARTICLE 25 - UNION/MANAGEMENT COMMITTEES.....</b>		<b>31</b>
<b>ARTICLE 26 - GENERAL CONDITIONS .....</b>		<b>31</b>
26.1	Board Office Parking .....	31
26.2	Copies of Agreement .....	31
26.3	Travel Advance.....	31
26.4	Protective Clothing .....	31
26.5	Positions Temporarily Vacant.....	31
26.6	Temporary Employees (four months or more duration) .....	32
26.7	Security Arrangements .....	32
26.8	Employee Indemnification.....	32
<b>ARTICLE 27 - TERM OF AGREEMENT.....</b>		<b>32</b>
27.1	Duration .....	32
27.2	Notice to Bargain .....	32
27.3	Commencement of Bargaining.....	32
27.4	Changes in Agreement .....	32
27.5	Agreement to Continue in Force.....	33
<b>SCHEDULE A - Rates of Pay .....</b>		<b>35</b>
<b>SCHEDULE B - Rates of Pay (Subs) .....</b>		<b>36</b>
<b>LETTER OF UNDERSTANDING #1 - Re: Practicums/Work Experience .....</b>		<b>36</b>
<b>Letter of Understanding #2 - Re: Agreed Understanding of the Term Education Assistant.....</b>		<b>37</b>

## DEFINITIONS

For the purpose of the agreement:

1. "*Bargaining Unit*" is the unit for collective bargaining described in the certification for which the B.C. Government and Service Employees' Union was certified by the Labour Relations Board of British Columbia on March 6, 1981.
2. "*Child*" is whenever the word "*child*" is used in this agreement, it shall be deemed to include a ward of the Superintendent of Child Welfare currently residing in the employee's household.
3. "*Employee*" means a member of the bargaining unit.

"*Employee*" does not include:

- (a) persons excluded by *The School Act*;
  - (b) incumbents of managerial or confidential positions mutually excluded by the parties per Article 2 of the agreement.
4. "*Employer*" means the School District No. 59.
  5. "*Hours Traveled*" means hours spent travelling from point to point on an hourly or daily basis, laid down by the Employer and does not include meal breaks, lodging time or time spent other than travelling.
  6. "*Rest Period*" is a paid interval which is included in the workday and is intended to give the employee an opportunity to have refreshments or a rest.
  7. "*Travel Status*" with respect to an employee means absence of the employee from her headquarters or geographic location on School District business with the approval of the Employer, but travel status does not apply to employees temporarily assigned to a position outside of her headquarters or geographic location or to field status employees.
  8. "*Union*" means the B.C. Government and Service Employees' Union, Local 710.
  9. "*Vacation year*" for the purposes of this article, a vacation year shall be the year commencing July 1<sup>st</sup> and ending June 30<sup>th</sup>.
  10. "*Workday*" is a period of twenty-four consecutive hours commencing with the starting time of any shift. For the purposes of calculating compensatory overtime rates only, the time worked prior to, but adjoining a shift, shall be deemed as time worked after a shift.

## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

The purpose of this agreement is to establish and maintain orderly collective bargaining to promote and maintain harmonious relations between the Employer and employees, to facilitate the peaceful adjustment of all disputes and grievances, to prevent strikes, lockouts, waste, unnecessary expense and avoidable delays in carrying on the work.

### 1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this agreement, the remaining provisions shall remain in effect for the term of the agreement, and the

parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

### **1.3 Conflict with Regulations**

In the event that there is a conflict between the contents of this agreement and any regulation made by the Employer, or on behalf of the Employer, this agreement shall take precedence over the said regulation.

### **1.4 Use of Terms**

Wherever the feminine or singular is used, the same shall be construed as meaning the masculine or plural unless otherwise specifically stated.

### **1.5 Human Rights Code**

The parties hereto subscribe to the principles of the *Human Rights Code* of British Columbia.

### **1.6 Sexual Harassment**

- (a) The Union and the Employer recognize the right of the employees to work in an environment free from sexual harassment, and the Employer undertakes to discipline any person employed by the Employer engaging in sexual harassment of another employee.
- (b) Sexual harassment shall be defined as:
  - (1) inappropriate touching, including touching which is expressed to be unwanted;
  - (2) suggestive remarks or other verbal abuse with a sexual connotation;
  - (3) compromising invitations;
  - (4) repeated or persistent leering at a person's body;
  - (5) demands for sexual favours;
  - (6) sexual assault.
- (c) In cases of sexual harassment, the employee being harassed has the right to discontinue contact with the alleged harasser without incurring any penalty, pending determination of the grievance. In cases where sexual harassment may result in the transfer of an employee, where possible, it shall be the harasser who is transferred. The employee who is harassed will not be transferred against her will.
- (d) An employee may initiate a grievance under this clause at any step of the grievance procedure. Grievances under this clause will be handled with all possible confidentiality and dispatch.
- (e) An alleged offender under this clause shall not be entitled to grieve disciplinary action taken by the Employer which is consistent with the award of the Arbitrator.

### **1.7 Work Environment**

The Employer recognizes the benefit to be derived from a work environment free from harassment where the conduct and/or language of all employees meets the acceptable social standard of the workplace. The Employer agrees to maintain such an environment.

## **ARTICLE 2 - UNION RECOGNITION AND RIGHTS**

### **2.1 Bargaining Unit Defined**

The bargaining unit shall comprise all employees included in the certification dated March 6, 1981 as defined in this agreement except those employees in positions mutually agreed to between the parties as managerial and/or confidential exclusions.

Incumbents of new positions established by the Employer shall automatically be included in the bargaining unit unless specifically excluded by mutual agreement or by exclusion of the Industrial Relations Council.

- (a) All employees in the bargaining unit, who on July 12, 1978 were members of the Union or thereafter became members of the Union, shall, as a condition of continued employment, maintain such membership.
- (b) All employees hired on or after July 12, 1978 shall, as a condition of continued employment, become members of the Union and maintain such membership, upon completion of thirty days as an employee.
- (c) Nothing in this agreement shall be construed as requiring a person who was an employee prior to July 12, 1978 to become a member of the Union.

## **2.2 Union Recognition**

The Employer recognizes the B.C. Government and Service Employees' Union, Local 710, as the exclusive bargaining agent for all employees to whom the certification issued by the Industrial Relations Council on March 6, 1981 applies.

## **2.3 Correspondence**

Correspondence from the Employer to the Union shall be sent to the President of the Union or her designate. A copy of any correspondence between the Employer and any employee in the bargaining unit pertaining to the interpretation or application of any clause in the agreement, shall be forwarded to the President of the Union or designate.

## **2.4 No Other Agreement**

No employee covered by this agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives which may conflict with the terms of this agreement.

## **2.5 No Discrimination for Union Activity**

There shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union.

## **2.6 Recognition and Rights of Stewards**

The Union agrees to provide the Employer with a list of the employees designated as stewards, by November 1<sup>st</sup> of each year. This list may be amended from time to time.

A steward, or her alternate, shall obtain the permission of her immediate supervisor before leaving her work to perform duties as a steward. Leave for this purpose shall be with pay. Such permission shall not be unreasonably withheld. On resuming her normal duties, the steward shall notify her supervisor. The duties of stewards shall include but not be limited to:

- (a) investigation of complaints of an urgent nature;
- (b) investigation of grievances and assisting any employee which the steward represents in preparing and presenting a grievance in accordance with the grievance procedure;
- (c) carrying out duties within the realm of assigned safety responsibilities for stewards who are members of safety committees;
- (d) attending meetings called by management.

## **2.7 Bulletin Boards**

The Employer shall provide bulletin board facilities for the use of the Union, the sites to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to notices of meetings and other notices of interest to members of the Union.

## **2.8 Union Insignia**

- (a) A union member shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the Employer at least one union shop card, for each of the Employer's places of operation covered by this agreement, to be displayed on the premises.
- (b) The recognized insignia of the Union shall include the designation 'BCGEU'. This designation shall, at the employee's option, be placed on stenography typed by a member of the Union. This designation shall be placed below the signatory initials on typewritten correspondence.

## **2.9 Right to Refuse to Cross Picket Lines**

All employees covered by this agreement shall have the right to refuse to cross a picket line arising out of a labour dispute. Any employee failing to report for duty shall be considered to be absent without pay. Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this agreement nor shall it be grounds for disciplinary action.

## **2.10 Time Off for Union Business**

- (a) The Employer shall, upon written request and reasonable notice from the Union, grant leave of absence without pay and without loss of seniority to an employee who is a representative of the Union to attend to union business or to an employee called by the Union to appear as a witness before an arbitration board.
- (b) Leave of absence with pay and without loss of seniority will be granted to a maximum of four employees who are representatives of the Union on the Union's Bargaining Committee to carry on negotiations with the Employer.

## **2.11 Emergency Services**

The parties recognize that in the event of a strike or lockout, situations may arise of an emergency nature. To this end, the Employer and the Union will agree to provide services of an emergency nature.

### **ARTICLE 3 - CHECK-OFF OF UNION DUES**

- (a) The Employer shall, as a condition of employment, deduct from the monthly wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union. Every employee shall sign a check-off form authorizing this deduction.
- (b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.
- (c) Deductions shall be made for each biweekly period and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.

(d) All deductions shall be remitted to the Union or its assigns not later than twenty-eight days after the date of deduction and the Employer shall also provide a list of names as well as classifications of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee. The Employer shall (if possible) make available to the Union, member information submitted with each dues tape. This information shall include the following: Social Insurance Number, surname and first name, address, biweekly-to-date dues will be provided in ASCII language.

(e) Before the Employer is obliged to deduct any amount under Section (a) of this article, the Union must advise the Employer in writing of the fixed amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the staff representative of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.

(f) From the date of the signing of this agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit.

#### **ARTICLE 4 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES**

(a) The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with union security and dues check-off.

(b) A new employee shall be advised of the name and location of their steward.

#### **ARTICLE 5 - RIGHTS OF EMPLOYER**

For the purpose of the application of this agreement, the "*Employer*" shall be the School District named in the preamble to this agreement.

The Union recognizes the rights of the Employer to operate and manage the schools in accordance with its commitments and responsibilities, and to make and alter from time to time rules and regulations to be observed by employee; such rules and regulations shall not be contrary to any provisions of this agreement.

The Employer shall always have the right to hire, assign, promote, discipline and discharge employees for proper cause subject to the provisions of this agreement.

#### **ARTICLE 6 - EMPLOYER-UNION RELATIONS**

##### **6.1 Representation**

The Union shall supply the Board with the names of its officers and similarly, the Board shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business, by November 1st of each year. This list may be amended from time to time.

## **6.2 Union Bargaining Committee**

The Board agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Board, as well as for the purpose of investigating and assisting in the settlement of a grievance. Members of union staff shall notify the excluded designated supervisory official in advance of their intention and their purpose for entering and shall not interfere with the operation of the section concerned. In order to facilitate the orderly as well as the confidential investigation of grievances, the Board will make available to the union representatives or stewards temporary use of an office or similar facility.

## **6.3 Union Representatives**

The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance.

Members of union staff shall notify the excluded designated supervisory official in advance of their intention and their purpose for entering and shall not interfere with the operation of the section concerned. In order to facilitate the orderly, as well as the confidential investigation of grievances, the Employer will make available to the union representatives or stewards temporary use of an office or similar facility.

## **6.4 Technical Information**

Upon written request the Board will provide the Union with such information that is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes.

# **ARTICLE 7 - GRIEVANCES**

## **7.1 Grievance Procedure**

(a) *Step 1-* Every effort shall be made by an employee and her immediate supervisor to resolve the issue verbally. If unresolved, the employee may, within twenty working days of the original decision or action in dispute, submit a grievance in writing to her immediate supervisor.

(b) *Step 2-* The Personnel Officer or her designate shall meet with the steward, the Bargaining Committee Chairperson or their designate and the employee, if desired, within ten working days after receipt of the grievance. Following such a meeting, the Personnel Officer or her designate shall respond in writing within five working days to the Union's area representative.

(c) *Step 3-* If satisfactory settlement is not reached at Step 2, the Union may submit the grievance to the Superintendent or his/her designate within ten working days of receipt of the Step 2 decision. The union staff representative or his/her designate shall represent the Union at the Step 3 level.

The Superintendent or his/her designate shall meet with the union staff representative and discuss within ten working days of receipt of the Step 2 grievance. Following such a meeting, the Superintendent or designate shall respond in writing within five working days to the Union's area representative.

(d) Nothing in this article prevents the parties from extending the time limits by mutual agreement.

## **7.2 Policy Grievance**

Either party may submit a policy grievance, respecting the general application, interpretation or alleged violation of an article of the agreement, to Step 3 within twenty working days of failing to resolve the issue through discussion.

### **7.3 Suspension or Discharge**

In the event of a grievance arising from a suspension or discharge, the Employer agrees to notify the employee in writing, setting out the precise charges and grounds for the Employer's actions. A copy of such notice shall be sent to the Union's President or designate and the Bargaining Committee Chairperson. Grievances arising from suspension or discharge shall be filed at Step 3.

### **7.4 Deviation from the Grievance Procedure**

The Employer agrees that, after a grievance has been initiated at Step 1, no discussion will be entered into respecting the grievance with the aggrieved employee without the consent of the Union.

## **ARTICLE 8 - ARBITRATION**

### **8.1 Referral**

Within thirty days of receipt of the Step 3 decision, either party to the agreement may refer any grievance, dispute or unresolved difference after exhausting the grievance procedure in Article 7, to a single arbitrator who shall have the power to determine whether any matter is arbitrable within the terms of the agreement and to settle the difference to be arbitrated. Such referral will be in writing, with a copy to the other party.

The Arbitrator will be used on a rotational basis from the following list:

- (1) Ron Keras
- (2) Mark Brown
- (3) Judi Korbin

Alternatively if none of the above is available the Union and the Board may agree upon another arbitrator.

### **8.2 Pre-Arbitration Meeting**

The Superintendent or his/her designate shall meet with the union representative within fifteen working days of receipt of notice of the written referral in Article 8.1. The parties will attempt to resolve the grievance, or alternatively explore common ground respecting the matter.

### **8.3 Costs**

The expenses and compensation of the single Arbitrator shall be shared equally.

### **8.4 Decision of the Single Arbitrator**

The decision of the single Arbitrator shall be final and binding on both parties.

### **8.5 Labour Code**

Nothing in this agreement precludes the parties from utilizing the *Labour Code*, by mutual agreement, to resolve differences.

### **8.6 Grievance Recommendations**

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, Judi Korbin, or a substitute agreed to by the parties, shall at the request of either party:

- (a) investigate the difference,

- (b) define the issue in the difference, and
- (c) make written recommendations to resolve the difference

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

## **ARTICLE 9 - DISMISSAL, SUSPENSION AND DISCIPLINE**

### **9.1 Burden of Proof**

- (a) In all cases of discipline, the burden of proof of just cause shall rest with the Employer.
- (b)
  - (1) An employee who is demoted, suspended or discharged or who has lost her seniority under the layoff and recall provisions shall be retained at, or returned to, active work until any grievance contesting such demotion, suspension or loss of seniority resulting in a break in service is finally resolved through the grievance and arbitration procedure;
  - (2) Grievances involving employees who are retained at work under this provision shall be processed pursuant to an expedited arbitration procedure unless the Union and the Employer mutually agree otherwise;
  - (3) The employee may be removed from active duty pending the resolution of the grievance where the cause for discipline presents a danger to the safety, and well-being, of the employee, school pupils, or other employees or to the public or where she refuses to perform her assigned work;
  - (4) If the arbitration upholds the discipline or break in service, the penalty shall be instituted after receipt of the arbitration decision only.
- (c) The parties agree to arrange to determine the name of an arbitrator who agrees to convene a hearing within ten working days of notification.

### **9.2 Right to Grieve Other Disciplinary Action**

- (a) Disciplinary action grievable by the employee shall include written censures, letters of reprimand, verbal reprimand or criticism of the employee in the presence of other employees or the public and adverse reports or performance evaluation. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in her file, she shall be entitled recourse through the grievance procedure and the eventual resolution thereof shall become part of her personnel record. In the event that the employee's grievance is upheld regarding verbal reprimand or criticism, a written apology shall be required and shall also become part of her personnel record. Upon the employee's request any such document regarding discipline, shall be removed from the employee's file after the expiration of eighteen months from the date it was issued provided there has not been a further infraction.
- (b) The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.
- (c) The staff representative of the Union or her designate, shall, upon the written authority of an employee, be entitled to review an employee's personnel file, in the office in which the file is normally kept during regular office hours, in order to facilitate the investigation of a grievance.

### **9.3 Evaluation Reports**

Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity after the interview to read and review the appraisal. Provision shall be made on the evaluation form for an employee to sign it. The form shall provide for the employee's signature in two places; one indicating that the employee has read and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal. The employee shall sign in one of the places provided. An employee shall, upon request, receive a copy of this evaluation report at time of signing. An evaluation report shall not be changed after an employee has signed it, without the knowledge of the employee, and an additional signature or initial on the amended areas and/or pages.

### **9.4 Adverse Report**

The Employer shall notify an employee in writing of any serious expression of dissatisfaction concerning her work within ten working days of the event of the complaint, with copies to the Union. This notice shall include particulars of the work performance which lead to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of her record for use against her in regards to discharge, discipline, promotion, demotion or other related matters. This article shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the Employer, whether or not it relates to her work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of her record.

The record of an employee shall not be used against her at any time after eighteen months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered an admission that such discipline was justified.

### **9.5 Right to Have Steward Present**

(a) Where a supervisor intends to interview an employee for disciplinary purposes, up to and including discharge, the supervisor shall notify the employee in advance of the purpose of the interview in order that the employee may contact her steward, providing that this does not result in an undue delay of the appropriate action being taken.

(b) A steward shall have the right to consult with a staff representative of the Union and to have a local union representative present at any discussion with supervisory personnel which the steward believes might be the basis of disciplinary action against the steward providing that this does not result in an undue delay of the appropriate action being taken.

## **ARTICLE 10 - SENIORITY**

### **10.1 Seniority Defined**

(a) Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall be used as one of several factors in determining preference or priority for promotion, transfer, vacation, demotion, layoff, permanent reduction of the workforce and recall, as set out in other provisions of this agreement. Seniority shall operate on a bargaining-unit-wide basis.

(b) Employees shall be credited with hours equivalent to full-time up to August 31, 1987, based upon their position at that time. From September 1, 1987, seniority shall be calculated by hours, excluding overtime, for all employees.

(c) Employees who are temporarily working in a non-union position for a period of more than six calendar months, shall not accrue seniority for those days greater than six months in one calendar year.

## 10.2 Seniority List

The Employer shall maintain a seniority list showing hours accrued for each employee. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards twice per year, which are:

November 1<sup>st</sup>

March 1<sup>st</sup>

## 10.3 Probation for Newly Hired Employees

A newly hired employee shall be on probation only for the first sixty working days of her employment. During the probationary period, the employee shall be entitled to all rights and benefits of this agreement. The Board may dismiss a probationary employee for just cause. The test of dismissal for just cause shall be a test of the suitability for the probationary employee for continued employment in the position to which she has been appointed. After completion of the probationary period, seniority shall be effective from the original date of employment.

## 10.4 Loss of Seniority

An employee shall not lose seniority rights if she is absent from work because of sickness, disability, accident, layoff or leave of absence approved by the Employer.

An employee shall only lose her seniority in the event:

- (a) She is discharged for just cause and is not reinstated.
- (b) She resigns in writing or abandons her position. An employee who fails to report for duty for five consecutive working days without informing the Employer of the reason for her absence will be presumed to have abandoned her position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not informing the Employer.
- (c) She fails to return to work within five working days following a layoff and after having been notified by registered mail to do so, unless through sickness or other just cause. The refusal of an employee to accept recall to such employment will not result in termination of employment and will not prejudice her right to recall in the future. Laid off employees engaged in alternate employment and who are recalled shall be permitted to give their current Employer reasonable notice of termination to accept the recall.
- (d) She refuses three recall offers within a school year, except where the employee is unavailable due to:
  - (1) a Workers' Compensation claim;
  - (2) pregnancy;
  - (3) bereavement;
  - (4) illness, which can be substantiated, if requested by the Employer, by a certificate from a

qualified medical practitioner, where a pattern of consistent unavailability for such reason can be shown;

(5) union leave.

(e) She has been on layoff status without interruption for a period of sixteen months.

### **10.5 Transfer and Seniority Outside Bargaining Unit**

If an employee transfers to a position outside of the bargaining unit, she shall retain her seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such employee shall have the right to return to a position in the bargaining unit during her trial period, which shall be a maximum of one year. If an employee returns to the bargaining unit, she shall be placed in a job consistent with her seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

### **10.6 Retention and Accrual of Seniority**

(a) Employees shall accrue seniority when absent for the following reasons:

- (1) any paid leave;
- (2) maternity, paternity, adoption leave;
- (3) sick leave until commencement of Long-Term Disability calculated upon return;
- (4) leave pursuant to Article 18.3;
- (5) leave pursuant to Article 11.6;
- (6) unpaid bereavement/compassionate leave.

(b) Employees shall retain seniority when absent for the following reasons:

- (1) commencement of Long-Term Disability;
- (2) general leave pursuant to Article 18.6;
- (3) care and nurturing leave;
- (4) leave pursuant to Article 10.5;
- (5) layoff pursuant to Article 10.4(d)(e).

## **ARTICLE 11 - SERVICE CAREER POLICY**

### **11.1 Posting**

(a) All positions within the bargaining unit that are vacant more than twenty working days, or all new positions that are to be filled, shall be posted on the bulletin boards for a period of not less than three working days prior to the closing date. Such postings shall contain the following information:

- (1) Classification;
- (2) Hourly Rate;
- (3) Job Duties;
- (4) Anticipated Duration;
- (5) Hours of Work.

If an employee is required to use her own automobile in the performance of her duties, the Employer shall ensure that the position posting or advertisement shall include this requirement.

(b) Job Postings shall commence four weeks prior to the school opening and the last posting shall be June 20<sup>th</sup>.

(c) The Union and the successful applicants shall be notified, in writing. The successful applicants name shall be posted electronically on the School District website under Support Postings to advise unsuccessful applicants.

### **11.2 No Outside Appointments**

No appointments shall be made until the applications of present union members have been fully considered.

### **11.3 Role of Seniority in Promotions and Transfers**

Both parties recognize:

- (a) The principle of promotion within the service of the Employer;
- (b) That job opportunity should increase in proportion to length of service.

Making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 11.1. Appointments from within the bargaining unit shall be made within three weeks of posting. The job shall be filled within one week of appointment.

### **11.4 Trial Period on Promotions or Lateral Transfers**

The successful applicant shall be notified within one week following the end of the posting period. She shall be placed on trial for a period of forty working days. Conditional on satisfactory service, the employee shall be declared permanent after the period of two months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, she shall be returned to her former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to her former position, wage or salary rate, without loss of seniority.

### **11.5 On-the-Job Training**

Employees shall be allowed opportunities to learn the work of higher or equal positions during regular working hours.

### **11.6 Training Courses**

The Employer shall post any training courses and experimental programs for which employees may be selected. The bulletin shall contain the following information:

- Type of course (subjects and material covered)
- Time, duration and location of the course
- Minimum qualifications required for applicants

This bulletin shall be posted for a period of two weeks on bulletin boards in all departments/schools to afford all interested employees an opportunity to apply for such training.

The senior qualified applicant shall be selected.

For the purpose of wages and benefits, time spent in such training shall be considered to be time worked.

### **11.7 Notification**

The name of the successful in-service candidate will be posted. Unsuccessful candidates may request an interview with the appropriate supervisor to discuss the decision if they so desire.

## 11.8 Educational Development

### (a) *Educational Development*

(1) The provisions of this article are intended to assist employees in maintaining, improving, and developing skills and knowledge. It is recognized that the Employer and the employee benefit from Educational Development.

(2) The parties recognize that because of the geographic remoteness of the School District, special efforts must be made to ensure that priority for educational development is made available to employees.

(3) "*Educational Development*" may include, but does not necessarily include, educational programs or courses leading to a diploma, certification, or accreditation. It does not include programs or courses required by the Employer to be taken by the employee to meet the basic requirements of the job for which the employee was hired. Educational development is not a replacement for in-service training.

### (b) *Educational Development Committee*

(1) The Committee shall be comprised of a minimum of three members elected from the membership of Local 710 - School District No. 59. A normal term of office is two years. Initially, however, the member receiving the most votes will hold office for two years, the second and third members, one year only, to ensure continuity in the future. The School District is invited to appoint a liaison person to the Committee who will be a non-voting member.

(2) The Committee shall elect a chairperson from its members.

(3) The Chairperson shall not vote at committee meetings unless it is to cast the deciding vote.

## 11.9 Educational Development Support Fund

(a) An Educational Development Support Fund shall be established by joint agreement of the Board and the Union, to be known as the Educational Development Support Fund.

(b) The Board will contribute five thousand dollars to this fund.

(c) Decisions concerning the utilization of the Educational Development Support Fund will be determined by an approved committee and shall be subject to annual audit by the Board.

(d) Any surplus funds shall be carried forward as a credit to the fund.

## 11.10 Specialized Training

The Employer shall determine and provide the necessary training to all employees who require specialised training to carry out their duties.

## ARTICLE 12 - LAYOFF, RECALL AND BUMPING

### 12.1 Layoff

(a) In the event of the need to lay off an employee(s), which shall include, by definition, a reduction in the regular hours of work as defined in this agreement, or terminate employment for reasons including decreased student enrolment, program redundancy or program elimination, reduction or change; or budget limitation, the Employer shall give the Union and employee(s) notice of the reason; the number of employee(s) affected and the classification grouping(s) in which a layoff of employee(s)

is to take place.

(b) A reduction in hours requested by the employee is not a layoff.

## 12.2 Role of Seniority in Layoffs

The parties recognize that job security shall increase in proportion to length of service.

(a) Where the substantive duties of an employee's position are relocated, he/she may be offered the position at the new location. If the employee is offered the position at the new location, and refuses, he/she will not have bumping rights.

In the event the employee remains at her current worksite, and a support employee must be laid off, it shall be the least senior employee within that classification at that worksite, unless special qualifications are a requirement.

(b) Employees receiving notice of layoff shall notify the Employer of their intention to exercise bumping rights within seven calendar days of receipt of such notice. Such notice shall specify any limitations on the geographic area in which the employee is prepared to work.

(c) Where an employee's job duties substantively change, the employee may be obliged to work during a trial period, as per Article 11.4, but shall have the right to exercise her bumping rights upon the completion of the trial period.

(d) Where an employee holds multiple positions, and one of the positions is eliminated or the number of hours of a position is reduced, the employee will only be permitted to bump into a position for which she is qualified with hours equal to those of the original position. However, an employee who is laid off from one position, and not able to bump in accordance with Step 1 or 2 or 3, shall not be permitted to resign from their other appointment(s) to allow bumping out of the geographical area.

(e) Employees deemed to be laid off due to the elimination of their position, or a reduction in hours of work, shall have the right to bump in accordance with the following procedure, providing they possess the qualifications as set out in the job description.

(1) Employees who are laid off or reduced in time shall bump within their current classification, at their worksite, the least senior employee, unless special qualifications are a requirement, with hours equal to their original position. If they are unable to bump due to their seniority, they shall move to Step 2.

(2) Employees who are laid off or reduced in time shall bump within their current classification the least senior employee, with hours equal to their original position, within their geographical area. Having exhausted their current classification, they shall move to Step 3.

(3) Employees who are laid off shall bump the least senior employee with hours equal to their original position, within any classification within their geographical location, providing they possess the seniority. Having exhausted their geographical location, they shall move to Step 4.

(4) An employee will repeat the above steps in a geographical location of their choice.

(5) Relocated employees shall receive orientation/familiarization with the routines of the worksite. They will not receive training.

(f) For the purpose of this article, it is agreed and understood that, an employee who either resides in or works in a Rural Area shall not be denied bumping rights for refusing to relocate to another Rural School.

Additionally, for the purpose of this article, equal hours means an employee who works in the following hourly categories shall be permitted to bump the least senior employee in that hourly increment;

Weekly Increments: 0 to 5; 5 to 10; 10 to 15; 15 to 20; 20 to 25; 25 to 30; 30 to 35.

For those employees who work total hours that are divisible by five, they shall first bump an employee with the same hours and, secondary to least senior employee in the higher five hour increment.

### **12.3 Continuation of Benefits**

The Employer shall pay monthly premiums, up to two months, to the Medical Services Plan (MSP) for regular employees laid off.

### **12.4 Recall Procedure**

(a) Where spring budget projections indicate that changes to existing staff appointments may be necessitated, staff requests for transfer submitted before an annually announced deadline and minimum dislocation of staff will be considered.

(b) Employees shall be recalled in the order of their bargaining unit wide seniority, providing the employee is qualified and able to perform the work which is available after a period of familiarization. It is understood that familiarization is not job training but orientation to routines of the work location.

(c) At the time of fall reappointment, or on advertisement of new or vacant positions, employees currently within the bargaining unit and those employees subject to recall shall have the first right to fill such positions.

(d) Where the Employer can demonstrate a reasonable attempt to notify an employee entitled to recall, but has been unable to do so, no violation of this article will have taken place.

### **12.5 No New Employees**

New employees shall not be hired until those laid off have been given an opportunity of recall.

### **12.6 Advance Notice of Layoff**

The Employer shall notify employees, who are to be laid off, four calendar weeks prior to the effective date of layoff. The employee shall not suffer any reduction in the compensation which would normally have been received during the notice period, whether they have had the opportunity to work on their normally scheduled days or not.

### **12.7 Grievance on Layoffs and Recalls**

Grievances concerning layoffs and recalls shall be initiated at Step 3 of the grievance procedure.

### **12.8 Severance Pay**

Within twenty days of receipt of notice of layoff, a regular employee will be entitled to elect resignation with severance pay based upon years of service as follows:

- (a) for the first year of completed employment, three weeks current salary;
- (b) for the second year of completed employment, an additional three weeks current salary;
- (c) for each completed year thereafter, one-half months' current salary.

The employee will not receive an amount greater than six months current salary.

In the event that the employee elects to receive severance pay, her name will be removed from the recall list.

### **12.9 Bumping**

- (a) Each spring the Board shall develop staff assignments for the next school year based on educational needs, economic circumstances and operating requirements of each School and the District as a whole.
- (b) Representatives of the Employer and the Union will meet to identify any possible serious difficulties which may arise out of the staffing assignments.
- (c) Should there be further revisions to staffing requirements, a second list of those changed assignments will be produced and be subject to the above procedures. An employee whose appointment was reduced, and whose seniority rights have not been abrogated, will have first right of refusal on her former position should it be increased to its former status.

## **ARTICLE 13 - HOURS OF WORK**

### **13.1 Office Employees**

The normal workweek shall consist of five, seven hour days from Monday to Friday inclusive.

### **13.2 School Educational Assistants**

- (a) The regular workweek shall be comprised of five, seven hour days from Monday to Friday inclusive.
- (b) Should education programming require duties to be performed on Saturdays, the workweek of such positions would be Tuesday to Saturday. Posting for these positions shall clearly delineate this information.
- (c) The regular workweek as described in Article 13.2(a) shall not be arbitrarily altered.

### **13.3 Rest Periods**

All employees shall have two fifteen minute rest periods in each work period in excess of six hours, one rest period to be granted before and one after the meal period. Employees working a shift of three and one-half hours but not more than six hours shall receive one rest period during such a shift. Rest periods shall not begin until one hour after the commencement of work or not later than one hour before either the meal period or the end of the shift. Rest periods shall be taken without loss of pay to the employee.

### **13.4 Meal Periods**

- (a) Meal periods shall be scheduled as closely as possible to the middle of the workday or shift. The length of the meal period shall be established by the supervisor after discussion with employees at the local level and shall be not less than thirty minutes nor more than sixty minutes.
- (b) An employee shall be entitled to take her meal period away from the workstation. Where this cannot be done, the meal period shall be considered as time worked.

### **13.5 Clean-up Time**

Employees shall be allowed reasonable time during the workday or shift for clean-up purposes.

### 13.6 Flexible Hours of Work

The Employer and an employee may mutually agree to implement one of the two flexible hours of work plans:

*Plan 1:*

- Mutually agreed "*averaging period*" of either fourteen days or twenty-eight days, during which employees shall work respectively seventy hours Educational Assistants or one hundred forty hours one hundred twenty for Educational Assistants or the hours of their appointment if less than full-time as the case may be. If mutually agreed, the averaging period may include Saturdays or Sundays.
- Hours to be worked shall be at the discretion of the employee and shall have regard to the work needs of the Employer. No scheduled workday shall exceed ten hours.
- Days to be worked shall be by mutual agreement.
- Overtime shall be remunerated for approved hours which exceed ten in a day, or the maximum hours within the averaging period.

*Plan 2:*

- Mutually agreed "*averaging period*" of either fourteen days or twenty-one days or twenty-eight days, during which employees shall work respectively (sixty for Educational Assistants) or one hundred forty hours, (one hundred twenty for Educational Assistants) or the hours of their appointment if less than full-time as the case may be. Scheduling shall be confined to Monday to Friday.
- Shifts shall be of mutually agreeable equal length and shall not exceed ten hours. Resulting days off within the averaging period shall be pre-scheduled by mutual agreement.
- Overtime shall be remunerated for approved hours which exceed the agreed shift length or the maximum hours within the averaging period.

In both plans the following provisions shall apply:

- Amendments to the agreed schedules shall only be permitted by mutual agreement.
- No amalgamation of averaging periods shall be permitted.
- Meal breaks and rest periods shall be taken and no banking to accumulate time off shall be permitted.
- Statutory holidays shall be considered to be seven hours (six for Educational Assistants) or for part-time employees, the hours currently determined by the agreed formula.
- Vacation days shall be considered to be seven hours (six for Educational Assistants) or for part-time employees the hours as currently calculated. Working hours during averaging periods in which vacation is taken shall be amended by mutual agreement to fulfil the hours required in the averaging period.
- Sick leave shall be deducted on actual hours absent, except as provided in Article 18.7(a).
- All other leave provisions shall be considered to be calculated in days, regardless of the length of the day scheduled.

**ARTICLE 14 - OVERTIME****14.1 Authorization and Application of Overtime**

An employee who is required to work overtime shall be entitled to overtime when:

- (a) The overtime worked is authorized in advance by the Employer; and
- (b) The employee does not control the duration of the overtime worked.

**14.2 Overtime Entitlement**

- (a) An employee will be entitled to compensation for authorized overtime.
- (b) Overtime shall be compensated in thirty minute increments, however, employees shall not be entitled to any compensation for periods of overtime of less than five minutes per day.
- (c)
  - (1) Employees shall earn overtime for all hours in excess of seven hours per day.
  - (2) Employees shall be paid regular hourly rate for days worked in excess of scheduled days, Saturdays and Sundays excepted.

**14.3 Recording of Overtime**

Employees shall record overtime worked in a form determined by the Employer.

**14.4 Sharing of Overtime**

Overtime work shall be allocated on an equitable basis among those employees capable of performing the services required.

**14.5 Overtime Compensation**

- (a) Overtime worked shall be compensated at double-time rate for all hours worked in excess of the regularly scheduled workday
- (b) An employee who works on a designated holiday which is not a scheduled workday shall be considered to have worked overtime and shall receive her regular day's pay, and shall receive additional compensation at the rate of double-time for all hours worked; except for Christmas and New Year's when additional compensation shall be at the rate of double-time and one-half for all hours worked.
- (c) Employees shall have the option of being compensated for overtime in cash or compensatory time off.
- (d) If the employee elects to take compensatory time off the Employer shall make every reasonable effort to schedule such time off by mutual agreement.
- (e) If mutual agreement on the scheduling of compensatory time off cannot be reached the employee may elect to receive overtime in cash for overtime earned within eight days of expiration of pay period.
- (f) Banked overtime will be restricted to a maximum of thirty overtime hours in the overtime bank. Banked overtime will be recorded on timesheets with the signed approval of the supervisor. Overtime not taken by June 15 in any year will be paid out at the applicable hourly rate. Any overtime/banked time in excess of hours at the time of signing of the collective agreement, will be paid out at the applicable hourly rate.

#### 14.6 Overtime Meal Allowance

When an employee is required to work a minimum of two and one-half hours overtime immediately before or after completion of her scheduled daily hours, she shall be provided with a meal or shall be reimbursed on the basis of receipts submitted. A meal break of one-half hour with pay will be given.

### ARTICLE 15 - GENERAL HOLIDAYS

#### 15.1 General Holidays

(a) The following have been designated as general holidays:

New Year's Day	British Columbia Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

or any other day proclaimed by the federal or provincial government as a holiday.

(b) When any of the above holidays fall on a normal non-working day and no other day is declared in substitute thereof, employees shall have the option of:

- (1) receiving a day off work in lieu of the holiday, at their regular rate of pay, with scheduling of such day to be by mutual agreement; or
- (2) adding a day to their annual vacation leave; or
- (3) receiving pay for the holiday at their regular rate of pay.

#### 15.2 Holiday Falling on a Scheduled Workday

An employee who works on a designated holiday which is a scheduled workday shall be compensated at the rate of double-time for hours worked, plus a day off in lieu of the holiday. The scheduling of the lieu day shall be by mutual consent.

#### 15.3 Holiday Coinciding with Day of Vacation

Where an employee is on vacation leave and a day of general holiday falls within that period, the paid holiday shall not count as a day of vacation.

#### 15.4 General Holiday Leave

Payment for holidays will be made at an employee's basic pay, except if an employee has been working in a higher paid position than her regular position for a majority of the sixty working days preceding her holiday in which case she shall receive the higher pay.

### ARTICLE 16 - ANNUAL VACATIONS

#### 16.1 Annual Vacation Entitlement

(a) *Definitions:*

"*First vacation year*" - the first vacation year is the vacation year in which the employee's anniversary falls.

- (b) (1) Employees will be entitled to vacation with pay as per Article 16.1(c).
- (2) School secretaries, Resource Centre Clerks, and Facilities Secretaries shall be considered twelve month employees for purposes of vacation.
- (3) Employees engaged on a part-time basis shall be entitled to annual vacation with pay on a pro rata basis as per Article 16.1(c).
- (c) *Annual Vacation Entitlement:*

12 Month Entitlement		10 Month Entitlement	
Years of Service	Number of Days	Years of Service	Number of Days
1 - 4	15	1 - 4	12.5
5 - 9	20	5 - 9	16.67
10	25	10	20.83
11	26	11	21.67
12	27	12	22.5
13	28	13	23.33
14	29	14	24.17
15	30	15	25
16	31	16	25.83
17	32	17	26.67
18	33	18	27.5
19	34	19	28.33
20	35	20	29.17
21	35	21	29.17
22	35	22	29.17
23	35	23	29.17
24	35	24	29.17
25	35	25	29.17
26	35	26	29.17
27	35	27	29.17
28	35	28	29.17
29	35	29	29.17
30	35	30	29.17
31	35	31	29.17
32	35	32	29.17
33	35	33	29.17

12 Month Entitlement		10 Month Entitlement	
Years of Service	Number of Days	Years of Service	Number of Days
34	35	34	29.17
35	35	35	29.17

Any excess arising from the workday and percentage calculation shall be paid out with the last paycheque of the school year. This shall apply to all employees.

(d) "Workday" shall mean seven hours as per Article 13.1 or 13.2.

(e) *Method of Compensation:*

(1) Vacation scheduled as days off with pay. Front end loading of holidays will be permitted for Christmas and Spring Break and non-instructional days in order to assure paid leave during those times. Ten month employees will not use vacation days on days when school is in session.

(2) Options made pursuant to Article 16.1(e) may be revoked by mutual agreement for unusual or emergency circumstances and such agreement by the Employer may not be unreasonably withheld.

#### **16.2 Vacation Earnings for Partial Years**

(a) During the first partial year of service, a new employee will earn vacation pay at the rate of six percent of gross pay or vacation with pay pursuant to Article 16.1(c) on a pro rata basis.

(b) Subject to Article 16.6, any unused vacation earned during the first partial year of service will be paid to the employee at June 30<sup>th</sup> of that year.

(c) During the first and subsequent vacation years an employee will earn vacation entitlement on a pro rata basis for partial years of work.

(d) Where an employee has taken more vacation than earned, the unearned portion taken shall be charged against future credits or recovered upon termination, whichever occurs first.

#### **16.3 Vacation Scheduling**

(a) The scheduling and taking of holidays shall occur within fourteen months of being earned.

#### **16.4 Vacation Pay**

(a) Payment for vacations will be made at an employee's basic pay except if an employee has been working in a higher paid position than her regular position for a majority of the sixty working days preceding her vacation, in which case she shall receive the higher rate.

#### **16.5 Approved Leave of Absence with Pay During Vacations**

Where an employee is qualified for bereavement, or any other approved leave with pay during her vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreed time. The burden of justification will lodge with the employee.

#### **16.6 Vacation Carryover**

An employee may carry over a maximum of ten days.

**16.7 Vacation Leave on Retirement**

An employee scheduled to retire or who has reached at least fifty-five years of age, shall be granted full vacation entitlement for the final calendar year of service.

**16.8 Discretionary Leave**

(a) In recognition of long and continued service to the School District, the Board shall grant up to three days of special non-cumulative leave per school year with pay to employees on the following basis:

- sixty days accumulated sick leave ..... one day discretionary leave
- ninety days accumulated sick leave ..... two days discretionary leave
- one hundred twenty days accumulated sick leave ..... three days discretionary leave.

The above is based on a regular full-time employment not on a pro rata basis.

**ARTICLE 17 - SICK LEAVE**

(a) All employees shall earn sick leave on the basis of one and one-half days per month; part-time employees on a proportionate basis.

(b) Unused sick leave shall be carried forward to future years and may accumulate to a maximum of one hundred eighty days.

(c) Sick leave advance may be granted upon written request. Such approval shall not be unreasonably withheld.

(d) The Employer may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing.

(e) Sick leave shall be granted to an employee for the purpose of donation of bone marrow or an organ.

(f) To facilitate the Employer payroll system, the percentage calculation of 6.92308% shall be utilized for the earning of sick leave. However, this will not reduce the entitlement referred to in Article 17(a).

(g) If an employee has a cause of action against a third party for income lost as a result of disabilities (i.e.: motor vehicle accident), accrued sick leave will be paid. However, the employee will be required to pay back to the District's Sick Leave Bank, the days reimbursed when a settlement is reached with the third party. The amount to be reimbursed will be equal to the amount of the settlement apportioned to sick leave used. Upon reimbursement sick leave will be reinstated accordingly.

**ARTICLE 18 - SPECIAL AND OTHER LEAVE****18.1 Bereavement Leave**

In the case of bereavement in the immediate family, an employee not on leave of absence without pay shall be entitled to special leave, at her regular rate of pay for five working days. A leave of absence may be granted without pay if additional time off is required. Immediate family is defined as an employee's spouse or equivalent, parent(s), children, spouse's children, brother, sister, father-in-law, mother-in-law, grandparent(s), grandchildren, or any other relative permanently residing in the employee's household or with whom the employee permanently resides, this includes foster children who are residing with the

employee. In the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law or sister-in-law, the employee shall be entitled to special leave for three days.

### **18.2 Family Illness**

(a) In the case of illness of an immediate family member of an employee, and when no one at the employee's home other than the employee can provide for the needs of the employee's immediate family member, the employee shall be entitled, after notifying her supervisor, to use up to a maximum of four days paid leave at any one time for this purpose. Such leave shall be deducted under Article 17- Sick Leave.

(b) The maximum length specified for each circumstance shall not be exceeded, however, the leave may be granted more than once for the same circumstance within a calendar year, providing the total family illness leave, plus leave granted under Article 18.1 does not exceed ten working days per calendar year, unless additional special leave is approved by the Employer.

(c) The Employer may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing.

### **18.3 Full-Time Union or Public Duties**

The Employer may grant, on written request, a leave of absence without pay:

(a) for employees to seek election in a municipal, provincial or federal election;

(b) for employees selected for a full-time position with the Union or anybody to which the Union is affiliated for a period of three years;

(c) for employees elected to a public office for a maximum period of six years;

(d) for an employee elected to a position of the BCGEU, the leave shall be a period of three years and shall be renewed upon request.

For those employees who return to work after utilizing the provisions of (b), (c), or (d), they shall be returned to their original position or one of equal status within the same geographical area provided they remain qualified. Those employees granted a leave for Section (a) shall be returned to their original position.

### **18.4 Leave for Court Appearances**

(a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.

(b) In cases where an employee's private affairs have occasioned a court appearance such leave to attend at court shall be without pay.

(c) An employee in receipt of her regular earnings while serving at court shall remit to the Employer all monies paid to her by the court, except travelling and meal allowances not reimbursed by the Employer.

(d) Time spent at court by an employee in her official capacity shall be at her regular rate of pay.

(e) Court actions arising from employment, requiring attendance at court, shall be with pay.

(f) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.

**18.5 Leave for Taking Courses**

- (a) An employee may be granted leave without pay or leave with partial pay, to take courses in which the employee wishes to enrol.

**18.6 General Leave**

Notwithstanding any provisions for leave in this agreement, the Employer may grant leave of absence without pay to an employee requesting such leave for emergency, unusual circumstances or religious observances. Such request to be in writing and approved by the Employer. Approval shall not be withheld unjustly.

**18.7 Leave for Medical and Dental Care**

- (a) Reasonable time off for medical and dental appointments for employees shall be permitted, but where any such absence exceeds two hours the full-time absence shall be charged to the entitlement in Article 17. Where there is a record of frequent absences, the Board may request supportive documentation from a physician.
- (b) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their credit described in Article 17, the necessary return travelling time to receive personal or immediate family medical and dental care at the nearest medical centre. The Employer may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services available at the employee's place of residence.

**18.8 Special Leave**

An employee shall be entitled to special leave at her regular rate of pay, not to exceed a cumulative total of five days in any one year, for the following:

- (a) Marriage or divorce of the employee .....two days;
- (b) Attend wedding of the employee's child .....one day;
- (c) Birth or adoption of the employee's child .....three days;
- (d) Serious household or domestic emergency.....one day;
- (e) Attend her formal hearing to become a Canadian citizen.....one day;
- (f) Attend funeral as pallbearer or mourner .....one-half day;
- (g) Court appearance for hearing of employee's minor dependant.....one day.

Two weeks' notice is required for leave under Subsection (a), (b), and (e).

**18.9 Care and Nurturing**

Upon completion of the initial probation period, the Employer shall grant, upon request, a leave of absence without pay, for a period not to exceed two years, for the purpose of care and nurturing a family member. Seniority shall be retained but not accrued. The following conditions shall apply:

- (a) The employee shall be required to serve a sixty working day probation period upon returning to work.
- (b) An employee utilizing this provision shall only be able to return to work co-incidental with the beginning of the school year or semester.
- (c) The employee shall confirm her intention of returning to work by May 1<sup>st</sup> in the year which she intends to return, or for semester purposes, by October 31<sup>st</sup>.

- (d) The employee shall be allowed to continue her benefits for twelve months during such leave, at the cost of the employee.

#### **18.10 Other Leave**

Leave of Absence not otherwise provided for in this agreement may be granted with full or partial pay, or without pay. Such leaves shall be requested and granted in writing on the basis of the same terms and conditions as are available to other School District employees in similar circumstances.

### **ARTICLE 19 - MATERNITY LEAVE**

#### **19.1 Maternity/Paternity/Adoption Leave**

An employee shall qualify for maternity/paternity/adoption leave:

- (a) Upon request the employee will be granted leave of absence without pay for a period of not more than six months.
- (b) On return from maternity/paternity/adoption leave, an employee shall be placed in her former position or in one of equal status.
- (c) If an employee maintains coverage for medical, extended health, dental or group life, the Employer agrees to pay the Employer's share of these premiums for a period of five months after the month in which the leave commences and then benefits can continue in the manner described in Board Policy 4220.
- (d) In the case of adoption or paternity leave, the employee shall have to furnish proof of adoption or birth of a child.

#### **19.2 Seniority Rights on Re-instatement**

An employee who makes application for re-instatement, prior to the expiration of maternity leave, shall retain service credits, and seniority rights, accumulated prior to maternity leave of absence; and on return from maternity leave, shall be credited with seniority for the period of time covered by the maternity leave. Upon such return from maternity leave, vacation credits for the period of maternity leave, shall be reinstated. The employee shall be deemed to have resigned on the date upon which leave of absence without pay commenced, if an application for re-instatement is not made prior to the expiration of the leave.

#### **19.3 Extension of Maternity Leave**

Maternity leave shall be extended for up to an additional six months for health reasons where a doctor's certificate is presented.

#### **19.4 Sick Leave Credits**

Illness arising due to pregnancy during employment, and prior to leave of absence, may be covered by normal sick leave credits.

### **ARTICLE 20 - OCCUPATIONAL HEALTH AND SAFETY**

#### **20.1 Committee Representation**

- (a) The BCGEU shall be entitled to have one representative on the District Occupational Health and Safety Committee. The Union shall advise the Secretary Treasurer by September 30<sup>th</sup> of each year, the names of their delegate.

- (b) Representation shall be equal on the Committee.
- (c) All time spent dealing with committee matters shall be considered as time worked.

## **20.2 Video Display Terminal**

The Employer shall comply with Workers' Compensation Board requirements pertaining to employees required to work with Video Display Terminals.

## **20.3 Communicable Disease Protection**

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

## **ARTICLE 21 - CONTRACTING OUT**

The Employer agrees not to contract out any work of the kind regularly performed by a member of the Union as part of her regular duties and responsibilities without mutual agreement from the Union.

## **ARTICLE 22 - HEALTH AND WELFARE**

### **22.1 Health Care Plans**

The Employer shall provide the health care benefits listed below for all employees working a minimum schedule of fifteen hours per week.

- (a) Basic medical insurance (employees covered by basic medical who work less than fifteen hours per week as of June 30, 1991, shall have their coverage grandmothersed).
- (b) *Vision care* of three hundred dollars in any two consecutive years. The Employment Insurance rebate will first be applied to any increase in premiums from coverage going from one hundred and fifty dollars every year to three hundred dollars in any two consecutive years. If the rebate is insufficient to cover the premium increases, the balance will be deducted from the employee.
- (c) *Dental Plan* - Provides benefits of one hundred percent for Plan A, eighty percent for Plan B, and fifty percent for Plan C. The benefit under Plan C is subject to a lifetime cumulative payment of seventeen hundred fifty dollars per patient.
- (d) *Group Life and Accidental Death and Dismemberment* - Plan to provide two hundred percent of an employee's annual salary, with a thirty thousand dollars minimum and double indemnity in the event of accidental death.
- (e) *Weekly Indemnity* - to provide a benefit equal to seventy-five of normal weekly earnings to a maximum of the greater of five hundred fifty dollars or the current EI maximum for a period of up to fifty-two weeks.
- (f) *Long-Term Disability* - to provide a benefit of sixty-six and two-thirds percent of monthly earnings to a maximum of two thousand dollars per month upon expiration of the Weekly Indemnity coverage.
- (g) Employees, as a condition of employment, shall enrol in the Group Life Plan, Long-Term Disability, and Indemnity.

## **22.2 Premium Payment**

The Employer shall pay one hundred percent of the regular premium cost of Basic Medical Insurance, Extended Health Care, Group Life, and Accidental Death and Dismemberment.

The Employer shall pay seventy-five percent and the employee twenty-five percent of the cost of the premiums of the Dental Plan, Weekly Indemnity Plan and Long-Term Disability Plan.

When an employee is receiving benefits from the Long-Term Disability Plan, and opts to maintain coverage for medical, dental, extended health and group life, the Employer and employee will continue to pay their normal share of the premium cost.

## **22.3 Workers' Compensation Board Claim**

Where an employee is on a claim recognized by the Workers' Compensation Board, while the employee was on the Employer's business, the employee shall be entitled to leave, at her regular rate of pay, up to a maximum of one hundred and thirty days for any one claim. Where an employee elects to claim leave with pay under this article, the compensation payable by the Workers' Compensation Board shall be remitted to the Employer.

## **22.4 Medical Examination**

Where the Employer requires an employee to submit to a medical examination or medical interview, it shall be at the Employer's expense, on the Employer's time, and by medical practitioners of the Employer's choice.

## **22.5 Legislative Changes**

If the premiums paid by the Employer for any employee benefit covered by this agreement are reduced as a result of any legislation or other action, the amount of the saving shall be used to increase other benefits available to employees, as may be mutually agreed between the parties.

## **22.6 Technological Change**

Should any displacement of staff be indicated in the result of mechanization, the Board and the Union will meet and discuss the possibility of employing displaced persons in some capacity, sixty days prior to the implementation of such change. In the event that an employee is displaced she shall be offered an opportunity to bid on jobs held by employees with less seniority, providing the displaced employee possesses the qualifications required of the job held by the junior employee. Any employee subsequently laid off as a result of this procedure shall retain seniority and recall rights for a period of twelve months. An employee placed in a lower-rated position as a result of mechanization, shall not have her wages reduced; she shall continue to receive her old rate until such time as the agreement rate for her new position is equal to her actual rate of pay.

## **22.7 Benefit Entitlement**

For the purposes of benefit entitlement, employees who are employed for more than one appointment, whether inside or outside the bargaining unit, shall be entitled to benefits (Health & Welfare, vacation, etc.) based upon the total of their hours worked combined.

## **22.8 Benefits for Ten Month Employees**

"*Ten Month Employees*" shall be maintained on all benefit plans during the summer months by the Employer, and the employee shall have her portion of the premium for this period deducted over ten months.

The benefits under the Short-Term Illness and Long-Term Disability plans shall not, however, be payable during the summer layoff period.

## ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES

### 23.1 Paydays

- (a) Employees shall be paid biweekly.
- (b) Payment shall be made by automatic deposit to the employee's account and in accordance with the requirements of the *Employment Standards Act*.

### 23.2 Rates of Pay

- (a) The rates of pay for classifications covered by this agreement for the effective period of this agreement shall be those as set out in Appendix A attached hereto and forming part of this agreement.
- (b) When an employee temporarily substitutes in or performs the principle duties of a higher paying position, whether it be a position with the bargaining unit, or a position excluded from the bargaining unit, she shall receive the rate for the job.

It is understood that employees substituting temporarily in a position excluded from the bargaining unit shall maintain their membership in the B.C. Government and Service Employees' Union and dues shall be deducted in accordance with the provisions of Article 3 of this agreement.

- (c) The distribution of remuneration information shall be done in such a manner that the details of the paycheque shall be confidential.
- (d) *Long Service Pay*

In addition to the rates provided in Schedule A, all employees shall be entitled to long service pay of twenty-five dollars per month commencing on the first day of the month following completion of five years' service.

- (e) *Educational Assistants in Multiple Classifications and Positions*

Educational Assistants (excluding clerical support) working in more than one Educational Assistant classification in different positions, shall be paid at the higher rate for all hours worked in all such positions. Scheduled work hours shall not exceed ten hours in a day.

When multiple appointments of similar duties at one worksite become vacant, they may be combined and advertised as one position if mutually agreed between the Union and the Employer.

### 23.3 Pay on Temporary Assignment

An employee temporarily assigned by the Employer to a position with a rate of pay lower than her regular rate of pay shall maintain her regular rate of pay.

### 23.4 Reclassification of Position

An employee shall not have her salary reduced by reason of a change in the classification of her position that is caused other than by the employee.

### 23.5 Mileage Allowance

Mileage allowances for all miles traveled on School District business shall be paid to employees required to use their own vehicles in the performance of their duties.

**23.6 Meal Allowance**

Employees on travel status shall be entitled to a meal allowance for the time spent away from headquarters.

- (a) In District, meal costs will be reimbursed on the basis of receipts submitted;
- (b) Out of District, a per diem will be provided in an amount equal to that provided to exempt staff under Board policy.

**23.7 Abnormal Working Conditions**

Premium rates for abnormal working conditions shall be as mutually agreed and a listing of such rates will be attached to this agreement.

Abnormal conditions shall be defined as conditions arising from fire, flood, vandalism or an Act of God; the premium rate of pay shall be fifty cents per hour above the normal hourly rate of pay, with a minimum of three hours and shall be paid only when abnormal work has been requested by the supervisor.

**23.8 Upgrading Qualifications**

Where the Employer requires an employee to upgrade her skills or qualifications in order to operate or maintain new equipment, the cost of training, and normal living and travel expenses as laid down in this agreement will be borne by the Employer.

**23.9 Retirement Pay**

An employee with at least eight years of continuous service shall, upon retirement, death while in the employ of the Board, or termination due to medical reasons, be entitled to receive forty days' pay calculated at the current rate. For the purpose of this section, retirement shall be deemed permissible at the age of fifty.

**23.10 Cash Payment in Lieu of Health and Welfare Benefits**

In lieu of health and welfare benefits, temporary employees, or employees who do not qualify for the above benefits, shall receive fifty cents for each working hour.

**23.11 In-service/Consultation Pay**

The Employer agrees to provide, with pay, a minimum of two non-instructional days for all employees per school year, who shall be credited for a minimum of six hours per day, or their appointed hours, whichever is greater, provided they attend for the full day. Additionally, requested attendance at all in-service, consultations, scheduled meetings and non-instructional days shall be considered as time worked.

**23.12 Superannuation**

All employees, who are required to, shall participate in the Municipal Pension Plan.

**23.13 Recognition of Substitute Employees**

The parties agree that Substitute Employees are entitled to the following articles;

Article 1:	Preamble
Article 2:	Union Recognition and Rights
Article 3:	Check-Off of Union Dues
Article 4:	Employer and Union

Article 7:	Grievances
Article 8:	Arbitration
Article 9:	Dismissal, Suspension and Discipline
Article 13:	Hours of Work
Article 20.2:	OH&S - Video Display Terminal
Article 23.1:	Paydays
Article 23.2 (a), (b), (c) & (e):	Rates of Pay
Article 23.5:	Mileage Allowance
Article 23.6:	Meal Allowance
Article 23.7:	Abnormal Working Conditions
Article 26.2:	Copies of Agreement
Article 26.8:	Security Arrangements
Schedule B:	Rates of Pay, Wages/Hour

## **ARTICLE 24 - JOB EVALUATION**

### **24.1 Position Descriptions**

The Employer agrees to supply the President of the Union or his/her designate with the position descriptions for those classifications in the bargaining unit.

### **24.2 Job Evaluation Plan**

- (a) The administration of the Job Evaluation Plan will be consistent with the Gender Neutral Joint Job Evaluation Manual for Job Description, Classification and Salary/Wage Administration. This Manual is contained in a separate booklet and is considered part of this agreement and its provisions shall apply as set forth therein.
- (b) The Manual explains the preamble, purpose, definitions and the thirteen factors for classifying positions; and the agreed methods for describing and classifying the job; applying the job description and classification and maintaining the job descriptions and classifications.

### **24.3 Job Evaluation and Salary Assignment**

Evaluated positions have been described and classified in accordance with the provisions of Article 24.2 and a rate of pay applied to employees in the position or job in accordance with the salary scale set out in Schedule A of this agreement.

### **24.4 Job Evaluation Appeal**

- (a) All bargaining unit positions have been evaluated by the Joint Job Evaluation Committee.  
The Committee has the responsibility to arrive at an agreement on each position's job description, evaluation and reasons for classification. The signatures of the Committee Co-Chairs confirm their agreement on each job description and classification. In the event they are not able to agree, the issue will be adjudicated by the agreed appeal process.
- (b) An employee who feels his/her position is incorrectly classified shall request through their immediate excluded supervisor a copy of their current job description and classification and a job review questionnaire.
- (c) The employee shall complete the job review questionnaire to outline their current duties and responsibilities and discuss this with their immediate excluded supervisor.

- (d) The employee shall submit a written request for a position classification review and a copy of the review questionnaire to the Human Resources Department with a copy to the union co-Chair of the Joint Job Evaluation Committee.
- (e) Human Resources will review and, where necessary, prepare an updated position description and reasons for classification for discussion at the next scheduled meeting of the Joint Job Evaluation Committee. The Joint Job Evaluation Committee shall mutually agree on a joint meeting schedule.
- (f) Appeals will be adjudicated by the Joint Job Evaluation Committee in accordance with the process outlined in the "*Manual*" described in Article 24.2.

#### **ARTICLE 25 - UNION/MANAGEMENT COMMITTEES**

There shall be established a Union/Management committee composed of members equal in number. This committee may call upon additional persons for technical information or advice. The Committee shall meet at the call of either party at a mutually agreeable time and place. Employees shall not suffer any loss of basic pay for time spent on this committee. The Committee shall not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer.

#### **ARTICLE 26 - GENERAL CONDITIONS**

##### **26.1 Board Office Parking**

Parking spaces shall be made available for BCGEU members.

##### **26.2 Copies of Agreement**

The Union and the Employer desire every employee to be familiar with the provisions of this agreement and her rights and obligations under it. The Union and the Employer will make the agreement available electronically to all employees. A limited number of copies will be printed. The cost of printing shall be shared equally.

##### **26.3 Travel Advance**

Employees who are required to proceed on travel status, shall be provided with an adequate travel advance.

##### **26.4 Protective Clothing**

The Employer shall provide, clean and maintain adequate protective clothing where the need arises.

- (a) This shall normally include smocks, laboratory coats or coveralls where the employee's clothes may be soiled due to work situations.
- (b) Where work is to be performed outdoors in inclement weather pursuant to (a) above, the employee may refuse the assignment unless the necessary rain wear, parkas or gloves are available to her.

##### **26.5 Positions Temporarily Vacant**

The Employer agrees that, except in the case of emergency, an employee's workload will not be increased as a result of positions being temporarily vacant due to illness, vacation, leave of absence or any other reason.

**26.6 Temporary Employees (four months or more duration)**

- (a) Shall be subject to Article 2.1.
- (b) Shall accrue seniority on an hourly basis, to be used only with the temporary employee group. If successful in obtaining permanent employment, seniority shall be credited retroactively.
- (c) Shall be entitled to accumulate sick leave credits pursuant to Article 17(a).
- (d) Probation period of sixty working days will apply.
- (e) All time spent as a temporary employee will be applied to the probation period if employment becomes permanent within same job classification.
- (f) A temporary employee will lose her seniority in the event:
  - discharged for cause;
  - resigns;
  - a break in service of ninety days or more.
- (g) Shall be entitled to benefits if she meets the fifteen hours per week qualifier.

**26.7 Security Arrangements**

The Employer agrees to provide appropriate, adequate facilities for the safekeeping of personal possessions of employees.

**26.8 Employee Indemnification**

The Board agrees to indemnify employees against claims or actions brought against them as a result of the lawful performance of their duties, except where an employee is found guilty of negligence, dishonesty or wilful misconduct.

**ARTICLE 27 - TERM OF AGREEMENT****27.1 Duration**

This agreement is to be effect from, July 1, 2014, to midnight June 30, 2019.

**27.2 Notice to Bargain**

- (a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after March 1, 2019, but in any event not later than midnight, March 30, 2019.
- (b) Where no notice is given by either party prior to March 30, 2019 both parties shall be deemed to have been given notice under this section on March 30, 2019, and thereupon Article 27.3 applies.
- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the Chairperson of the School District.

**27.3 Commencement of Bargaining**

Where a party to this agreement has given notice under Article 27.2 of this agreement, the parties shall, within fourteen days after the notice was given, commence collective bargaining.

**27.4 Changes in Agreement**

- (a) Any change deemed necessary in this agreement may be made by mutual agreement at any time during the life of this agreement.

- (b) No current employees are to lose any existing benefits through this agreement.
- (c) The implementation of all benefit programs of this agreement are conditional on the ability of the Employer to obtain a carrier to carry the Plan under the stated conditions.

**27.5 Agreement to Continue in Force**

Both parties shall adhere fully to the terms of this agreement during the period of bona fide collective bargaining.

IN WITNESS WHEREOF the parties hereto have executed this agreement.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
Stephanie Smith  
President

\_\_\_\_\_  
Brittany Faulkner  
Director of Human Resources

\_\_\_\_\_  
Angie Panoulis  
Bargaining Chair

\_\_\_\_\_  
Flora Christenson  
Assistant Secretary-Treasurer

\_\_\_\_\_  
Marsha Dufresne  
Committee Member

\_\_\_\_\_  
Candace Clouthier  
Assistant Superintendent

\_\_\_\_\_  
Kathy Fossum  
Committee Member

\_\_\_\_\_  
Kathleen Weaver  
Staff Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

**SCHEDULE A  
Rates of Pay**

Job Titles	Grid	July 1, 2015
Aboriginal Ed Support	5	\$23.01
Bookkeeper	6	\$23.53
Computer Managed Instruction	3	\$21.96
Education Support Worker	9	\$25.12
Hearing Support Worker	7	\$24.08
Intervention Support Worker	7	\$24.08
Library Education Support	4	\$21.96
Payroll Clerk	9	\$25.12
Payroll Coordinator	15	\$28.30
Receptionist/Data Entry Clerk	5	\$23.01
Resource Center Clerk	4	\$22.48
Secretary Operations	6	\$23.53
Secretary Set BC	3	\$21.96
Senior Accounting Clerk	8	\$24.61
Senior Secretary	5	\$23.01
Senior Secretary/Bookkeeper	6	\$23.53
Senior Student Admin Systems Operator	13	\$27.19
Special Education Support 1	5	\$23.01
Special Education Support 2 Multiple Needs	7	\$24.08
Special Needs Support Transportation	2	\$21.42
Supervision Attendant	1	\$20.59
Vision Support Worker	8	\$24.61

\*any Economic Stability Dividend (ESD) calculation made in accordance with Appendix A of the Provincial Framework Agreement will be applied as a percentage increase on the current collective agreement wage rates. All future wage increase will be based on the newly revised wage rate with ESD.

An amount of four thousand dollars of the salary paid to the regular employee shall be designated as a Northern Travel Allowance benefit. This benefit shall be in effect within the guidelines of Revenue Canada as they exist and are changed by Revenue Canada from year to year and shall end when Revenue Canada ends the program. Regular part-time employee's Northern Allowance will be prorated proportionate to their appointed hours.

**SCHEDULE B  
Rates of Pay (Subs)**

JOB TITLES	July 1, 2015
Aboriginal Ed Support	*
Bookkeeper	*
Computer Managed Instruction	*
Hearing Support Worker (New 11/01/11)	*
Intervention Support Worker	*
Library Education Support	\$16.36
Payroll Clerk	*
Payroll Coordinator	*
Receptionist/Data Entry Clerk	\$16.76
Resource Center Clerk	\$16.76
Secretary Operations	\$17.14
Secretary Set BC	*
Senior Accounting Clerk	*
Senior Secretary	\$17.14
Senior Secretary/Bookkeeper	\$17.14
Senior Student Admin Systems Operator	*
Special Education Support 1	\$16.76
Special Education Support 2 Multiple Needs	\$17.14
Special Needs Support Transportation	\$16.38
Supervision Attendant	*
Vision Support Worker (New 11/01/11)	*

\*any Economic Stability Dividend (ESD) calculation made in accordance with Appendix A of the Provincial Framework Agreement will be applied as a percentage increase on the current collective agreement wage rates. All future wage increase will be based on the newly revised wage rate with ESD.

Wages will increase by 5.5%. Increases will be effective on the following dates:

- July 1, 2015, 1.0%
- May 1, 2016, Economic Stability Dividend
- July 1, 2016, 0.5%
- May 1, 2017, 1.0% plus Economic Stability Dividend
- July 1, 2017, 0.5%
- May 1, 2018, 0.5%
- July 1, 2018, 1.0% plus Economic Stability Dividend

**LETTER OF UNDERSTANDING #1  
Re: Practicums/Work Experience**

In the event that School District No. 59 (Peace River South) is approached to facilitate Practicum/Work Experience Programs, such programs will not be implemented without consultation with the Union.

**LETTER OF UNDERSTANDING #2**  
**Re: Agreed Understanding of the Term Education Assistant**

For the purpose of this collective agreement, where applicable, the term Education Assistant (EA) has the same meaning as those positions identified in Schedule A as found in the 2012-2014 collective agreement and is not intended to alter or amend any terms of conditions of employment.

The parties will meet to review existing position titles and develop a schedule of position(s) that require the incorporation of the position title Education Assistant (EA).

Signed this 7th day of October, 2014

MoveUP  
07100219