

AGREEMENT

BETWEEN

THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 57 (PRINCE GEORGE)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 4991

JULY 1, 2019 TO JUNE 30, 2022

INDEX

ARTICLE	PAGE
1. Objectives	4
2. Definition of Employees	5
3. Recognition of Bargaining Agency	5
4. Management Rights	5
5. Union Security	6
6. Seniority	7
7. Lay-Off and Recall Procedure	8
8. Job Postings	10
9. Hours of Work and Shifts	10
10. Remuneration	11
11. Statutory Holidays	12
12. Annual Vacations With Pay	13
13. Sick Leave	14
14. Leave of Absence	16
15. Employee Benefits	17
16. Technological and Other Changes	18
17. General Securities	19
18. General Conditions	19
19. Grievance Procedure	25
20. Duration of Agreement	27
21. Classification and Wage Scale	28
22. Apprentices	30
23. Contracting Out Severance Provisions for Bargaining Unit Members Employed on March 25, 2000	30

## LETTERS OF UNDERSTANDING

Letter of Understanding #1 (Preventative Maintenance)	32
Letter of Understanding #2 (Seasonal Employees)	33
Letter of Understanding #3 (Grandfathered Chargehands)	34
Letter of Understanding #4 (Appliance Repair Duties)	35
Letter of Understanding #5 (Benefits Participation)	36
Letter of Understanding #6 Backhoe Operator Allowance	37
Letter of Understanding #7 (Sick Leave)	38
Letter of Understanding #8 (Utility Person Allowance)	39
Memorandum of Settlement	
Provincial Framework Agreement Appendix A	

## **ARTICLE 1 – OBJECTIVES**

- 1.01 It is the desire of both parties to this Agreement:
- (a) to maintain and improve the harmonious relations and settled conditions of employment between the Board and the Union;
  - (b) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions and employment;
  - (c) to encourage efficiency in operation;
  - (d) to promote the morale, well-being, and security of all the Employees in the bargaining unit of the Union;
  - (e) to recognize that the principle of equal pay for equal work shall apply, regardless of sex;
  - (f) to acknowledge that the implementation of the Agreement shall in no case operate to lower the wages and conditions paid to any Employee;
  - (g) to recognize that wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party, or parties, hereto so require;
  - (h) to acknowledge that during the life of this Agreement, or while either party is under notice, or while negotiations for a further agreement are in progress, there shall be no strikes, slowdowns or stoppages of work on the part of the Employees, nor any lock-out on the part of the Board.
- 1.02 The Board recognizes the benefit to be derived from a work environment free from harassment where the conduct and/or language of all employees of the Board meets the acceptable social standard of the workplace. Both parties agree to promote an environment free from personal or sexual harassment. For the purpose of this clause, 'harassment' means any improper behaviour that is directed at and offensive to any person and which the alleged offender knew or ought reasonably to have known would be unwelcome.
- 1.03 It is desirable that methods of bargaining and all matters pertaining to the working conditions of the Employees be drawn up in this Agreement.
- 1.04 Wherever in the Agreement a gender specific term is used, it is understood that the reference shall include the alternative where the context so requires.
- 1.05 Wherever in the Agreement the term Board is referenced it shall mean the Board of Education or its designate.

## **ARTICLE 2 - DEFINITION OF EMPLOYEES**

- 2.01** REGULAR EMPLOYEE shall mean an Employee who has successfully completed his probationary period.
- 2.02** PROBATIONARY EMPLOYEE shall mean an Employee serving a 5 month probation period of continuous employment. Previous periods of service with the Board in a similar position within the 12 month period immediately preceding the probationary appointment shall qualify towards completion of the probation period
- 2.03** STUDENT EMPLOYEE shall mean an Employee who is attending or returning to an educational institution and who is engaged temporarily on a day-to-day basis to augment the regular staff or is engaged to work on a short-term project during the period May 1 to August 31. These students shall not operate tractors and gang mowers unless properly trained. The total number of such Employees shall not exceed fifteen (15) percent of the Regular Employees covered by this Agreement.
- 2.04** TEMPORARY EMPLOYEE shall mean an employee hired for a period of less than 20 days.
- 2.05** **LIMITED DURATION EMPLOYEE shall mean a *Regular Employee* hired for a period of less than five (5) months or to replace an employee on an approved parental or medical leave of up to eighteen (18) months. Limited duration employees are entitled to the conditions of the collective agreement where eligible.**

## **ARTICLE 3 - RECOGNITION OF BARGAINING AGENCY**

- 3.01** The Board recognizes the Union as the sole bargaining agency for Employees covered by the certification save and except those excluded by the Labour Relations Code.
- 3.02** No written or verbal agreement will be made between the Board and any Employee which may conflict with the terms of this Collective Agreement.

## **ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.01** The Union recognizes the right and responsibility of the Board to manage and operate the school district, and agrees that the employment, assignment, direction and determination of employment status of the work force is vested exclusively in the Board, except as otherwise specifically provided in this agreement or applicable legislation.
- 4.02** It is mutually agreed that no third party shall have the right to amend, modify or expand the provisions of the collective agreement and any issue arising during the term of the agreement on which the Board has not specifically agreed to some limitation on the exercise of its authority will be conclusively determined by the judgement of the Board until otherwise established through subsequent collective bargaining.

## ARTICLE 5 - UNION SECURITY

- 5.01 The Board agrees to deduct from the earnings of each Employee in the bargaining unit, Union dues, fees and assessments legally levied and in the amount communicated to the Board by the Union from time to time. All Regular Employees will be required to become members of the Union no later than the completion of their probationary period and remain members in good standing as a condition of continued employment. Probationary employees shall be liable for an amount equal to monthly dues, but shall not be liable for fees and assessments until they become Union members. Student employees shall be liable for an amount equal to the monthly dues, but shall not be liable for fees and assessments.
- 5.02 REMITTANCE: The Board agrees to deduct the Union's initiation fee and membership dues from the pay of each Employee and to remit them to the Union no later than the fifteenth (15th) day following the end of the pay period in which the deductions were made, together with a list of Employees which shall indicate the amount of deductions in each case. Dues shall be charged beginning the first day of employment.
- 5.03 NEGOTIATION: Any five (5) Employees of the Board on the Bargaining Committee of Local 4991 shall be allowed leave of absence with pay for the purpose of contract negotiations with the School District.
- 5.04 GRIEVANCE PROCEEDINGS: Employees shall be allowed leave of absence with pay for the purpose of discussions and other proceedings carried out in accordance with the grievance procedure.
- 5.05 UNION CONVENTIONS AND SEMINARS: On prior notice in writing, and after discussion with the Board as to distribution of representation, leave of absence without pay and without loss of seniority will be granted by the Board to a maximum of five (5) Employees elected or appointed to represent the Union at conventions or seminars.
- 5.06 GENERAL: The Board recognizes the President of Local 4991 or his designate as spokesman for the Union with the Board on Union-Management matters. Reasonable time for discussion of Union-Management matters will be allowed by the Board.
- (a) A Union-Management Committee meeting will be held quarterly at a mutually agreeable time and will normally include shop stewards from each department.
  - (b) In addition, the Union-Management Committee will meet monthly at a mutually agreeable time. Both parties agree that normally no more than four representatives from each party shall be present at these meetings.
  - (c) The topic of contracting out will be a structured part of every Union-Management Committee monthly and quarterly meeting. A discussion will take place about anticipated and completed contract work.
  - (d) The Union-Management Committee will establish its own procedures for determining the cost of completing the work in-house and through contracting out. In addition to determining the cost of the work, the Union-Management Committee will consider matters such as: job quality, timeliness, and equipment costs.
  - (e) Where the Union-Management Committee finds that the cost of work is more efficient to be done in-house, due consideration will be given to hiring

additional CUPE members. If no qualified member is on the recall list the union will, upon recommendation of the Committee, waive the external posting procedure.

(f) Minutes of meetings will be recorded and distributed as required.

5.07 UNION POSITIONS: It is agreed that any Employee who is elected or selected for a full-time position with the Union or any Body with which the Union is affiliated, shall be granted leave of absence without pay and without loss of seniority by the Board for a period of up to one year and may be renewed each year on request during his term of office.

5.08 SHOP STEWARDS: Shop Stewards shall not be discriminated against. Business Agents or representatives shall have access to all School District work areas in carrying out their regular duties after first obtaining permission from the Supervisor and such permission shall not be unreasonably withheld.

5.09 WORK JURISDICTION: Except in extraordinary or emergency circumstances, it is mutually agreed that other employee groups or volunteers will not be asked by the Board to carry out work that is ordinarily and normally performed only by members of this union as part of their assigned duties and responsibilities.

5.10 BULLETIN BOARDS: The Board shall provide bulletin boards in suitable locations upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the Employees.

5.11 Upon the employee's request, disciplinary documentation involving infractions which have not been repeated for a period of twenty-four (24) months may be removed from the employee's personnel file provided that the document is not:

- (i) part of a formal performance evaluation;
- (ii) material related to any pending disciplinary action;
- (iii) related to any action which compromises the safety or well-being of students;  
or
- (iv) part of the work record.

Employees will receive copies of all written materials that are of a negative or adverse nature that will be entered into the employee's personnel file.

## **ARTICLE 6 - SENIORITY**

6.01 For determining promotions and transfers, seniority is defined as length of service in the bargaining unit and shall be applied on a bargaining unit basis. For purposes of layoff and recall, seniority is defined as length of service in the department. Seniority is maintained but not added to during Board approved unpaid leaves exceeding ten working days. Seniority is maintained but not added to during layoffs of less than one year.

6.02 Probationary Employees shall not be granted seniority until they have successfully completed their probationary period, at which time their seniority will be made retroactive to date of hire.

6.03 Student Employees shall not be granted seniority.

- 6.04 The Board shall maintain a Seniority List showing the date upon which each employee's service commenced, listing both bargaining unit and departmental standings. A copy of the Seniority List shall be posted on all bulletin boards and sent to the Union and shall be kept up-to-date by the Employer quarterly.
- 6.05 In instances where accumulated seniority is equivalent, the application date of the most recent position hired for will be used as the determining factor. This will be done at the time seniority is gained, immediately following the probation period.
- 6.06 If an Employee is transferred to a Supervisory position or any other position not covered by this Agreement, he shall retain his seniority for a period of one year, provided he keeps up his union dues. This period may be extended by agreement between the Employee, the Board and the Union.
- 6.07 If an Employee is absent from work because of sickness or accident, he shall retain and accumulate seniority rights.
- 6.08 An Employee will not lose his seniority except in the event of:
- (a) discharge for just cause;
  - (b) resignation or retirement;
  - (c) lay-off for a period of one year without recall;
  - (d) repeated absence from work without notification to the Board, unless such notice was not reasonably possible. For the purposes of this section, each day shall be considered a separate absence.
  - (e) failure to return to work on recall from lay-off after notice as outlined in Clause 7.07.
  - (f) election to withdraw sick leave under Clause 7.05 and Clause 13.02.
  - (g) election to terminate and receive severance pay in accordance with Clause 7.06 covering severance pay.
- 6.09 In the event the Board shall merge, amalgamate or combine any of its operations or functions with another School District, the Board agrees to the retention of seniority rights for all its Employees within the new District, insofar as is legally possible.

#### **ARTICLE 7 - LAY-OFF AND RE-CALL PROCEDURE**

- 7.01 The following procedures are intended to give the maximum security to Employees according to their seniority in each Board. If layoffs are anticipated out of seniority, the Board shall first meet with the Union committee to attempt to determine the application of the following seniority rules.
- 7.02 LAY-OFF: In the event of lay-offs, the Employee with the least seniority shall be the first to be laid off and the last to be re-hired in each Department. No new Employees will be hired until laid off personnel on the Seniority List have had an opportunity to apply for available work for which they have the required knowledge, skills and ability. In the event of a lay-off, an Employee may not displace a Regular Employee of any other Department. A laid off Employee, however, or a Regular Employee who is about to be laid off, shall be offered a position in any Department that is being filled by a Probationary Employee, provided that the Regular Employee has the required knowledge, skills and abilities to fill such position. Employees who are laid off shall

have the job postings mailed to them.

7.03 NOTICE OF LAY-OFF: The Board will give Regular Employees who are to be released by the Board for other than gross misconduct notice in the following manner:

- (i) Fourteen (14) calendar days' notice, or ten (10) days' pay in lieu of notice where the employee has completed a period of employment of at least 6 consecutive months, or in accordance with the Employment Standards Act, whichever is greater.
- (ii) After the completion of a period of employment of three (3) consecutive years, one (1) additional week's notice, and for each subsequent completed year of employment, an additional week's notice up to a maximum of eight (8) week's notice.

7.04 TEMPORARY ASSIGNMENTS: The notice of layoff in Clause 7.03 shall be waived when laid-off regular employees are recalled to work for a temporary period of less than twenty (20) continuous days of work. The agreement is subject to:

- i) the Union's prior agreement to the recall(s), but such agreement shall not be unreasonably withheld.
- ii) the Board paying the full cost of the recalled employee's benefits for the month in which he returns to work.
- iii) the exclusion of laid-off employees from the provisions of Clause 7.09 - Failure to Report on Recall.

Such periods of temporary employment shall not alter the employee's original date of lay-off.

7.05 UNION NOTIFICATION OF TERMINATION OF EMPLOYMENT: In the case of Regular Employees, written notice of termination will be given by the Board to both the Union and the Employee concerned. If the Employee affected wishes, the Board will provide the Employee with a letter giving the reason for the termination.

7.06 PAYMENT AT LAY-OFF: An Employee will receive on the day of lay-off all monies due him, including holiday pay if he so requests. Those Employees eligible for payment under Clause 13.02 may choose to withdraw the value of their sick leave accumulation at their option within a three (3) month period.

7.07 SEVERANCE PAY: In the event of an indefinite layoff, an employee will have ninety (90) calendar days to choose whether to remain on layoff status as per Article 7 or to choose termination and receive severance pay as follows, which is prorated for regular employees:

- |     |  |              |
|-----|--|--------------|
| (a) | After 3 consecutive months of service  | 5 days' pay  |
| (b) | After 12 consecutive months of service | 10 days' pay |
| (c) | After 36 consecutive months of service | 15 days' pay |
| (d) | After 48 consecutive months of service | 20 days' pay |
| (e) | After 60 consecutive months of service | 25 days' pay |
| (f) | After 72 consecutive months of service | 30 days' pay |
| (g) | After 84 consecutive months of service | 35 days' pay |
| (h) | After 96 consecutive months of service | 40 days' pay |

For the purposes of this article, a days' pay is equivalent to 1/5 of the normal weekly

earnings (exclusive of overtime allowances) of the employee.

If the Human Resources Department is not advised of the employee's choice in writing within the ninety-day (90) period calendar, the employee will automatically continue on layoff status in accordance with Article 7.

- 7.08 **RECALL:** Wherever possible Employees at the time of lay-off will be notified of the date of recall. In the case of Employees who are laid off for an indefinite period and recalled to work, the Board will give the Employee at least two (2) weeks notice of recall by certified mail addressed to the last known address of the Employee. It shall be the responsibility of the Employee to keep the Board notified of his current address.
- 7.09 **FAILURE TO REPORT ON RECALL:** Except in the case of illness or other extenuating circumstances, failure to return to work at the time specified will be regarded as voluntary termination of employment.

### **ARTICLE 8 – JOB POSTINGS**

- 8.01 A job posting shall precede any new hiring or status changes of any Employee in the bargaining unit for all work in excess of twenty (20) working days. In order that all members will know about available positions and be able to make written application, the closing date for applications will be no less than five (5) working days from the date of the electronic posting. Such notices shall contain the following information: nature and location of the position, required knowledge and education, ability and skills, date of commencement of job, and hourly rate. No advertisement for additional Employees shall be made until after such posting has been initiated. Notification of the successful applicant will be sent to the Senior Shop Steward within five (5) working days of the hiring. Postings will be cancelled if not filled within thirty (30) calendar days.
- 8.02 The senior Employee having the qualifications necessary for the position shall be appointed.
- 8.03 Conditional on satisfactory service, the trial period shall become permanent after the period of sixty (60) calendar days. In the event the successful applicant proves unsatisfactory, or the position proves unsatisfactory to the applicant, during the aforementioned trial period, he shall return to his former position without loss of the seniority and salary of his former position, and any other Employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position without loss of seniority and salary of his former position.
- 8.04 The Union shall be notified in writing of all postings, appointments, hirings, lay-offs or re-hirings within five (5) working days.

### **ARTICLE 9 - HOURS OF WORK AND SHIFTS**

- 9.01 **Local School Calendar:** “ Any provision in this collective agreement that limits or restricts or purports to limit or restrict the Board’s right to implement a local school calendar is void to the extent that the provision limits or restricts or purports to limit or restrict the Board’s right to implement a local school calendar.”

Note: the following proposal is intended to extend application of section 78.1 of the

*School Act* to this collective agreement in the same manner as it applies to the collective agreement between the BC Teachers' Federation and the BC Public School Employer's Association. This extension of the application of section 78.1 does not mean that the Board does not otherwise have the management right to modify the school calendar:

- 9.02 HOURS OF WORK: A normal work day and work week for employees covered by this agreement shall be eight (8) continuous hours of work per day, forty (40) hours per week.
- 9.03
- (a) WORK SCHEDULES: A normal work day for the Maintenance Employees shall be between the hours of eight o'clock (8:00) a.m. and four-thirty o'clock (4:30) p.m. Times may be varied for specific occasions by mutual agreement between the employees, the Board and the Union.
  - (b) A normal work day for the Grounds Department Employees shall be between seven o'clock (7:00) a.m. and three-thirty o'clock (3:30) p.m. Times may be varied for specific occasions by mutual agreement between Employees, the Board and the Union.
- 9.04 CALL OUT: If an Employee is recalled to do overtime work, then he shall receive no less than two (2) hours pay at double time.
- 9.05 The Board may designate one tradesperson per trade to do call duty on weekends or Statutory Holidays. Such tradesperson will be supplied with a School District vehicle while on such duty. Such tradesperson shall be paid an additional four (4) hours straight time for each twenty-four (24) hours of standby duty if he is not called out.
- 9.06 Any Employee being called to do a job and not being required shall be paid four (4) hours at his normal rate of pay.
- 9.07 REST PERIOD: All Employees working eight (8) hours or more shall be allowed two (2) fifteen (15) minute uninterrupted paid rest periods each working day. Rest periods shall normally be taken at approximately the half-way point of each half of the shift.
- 9.08 All employees in the bargaining unit shall receive a 1/2 hour uninterrupted lunch break.

#### **ARTICLE 10 - REMUNERATION**

- 10.01 The Board shall pay salaries and wages due to Employees bi-weekly and such pay shall be deposited to the bank of the Employee's choice every second Friday. A full statement of wages and benefits shall be provided at each pay period.
- 10.02 OVERTIME: All hours worked in excess of regular shifts shall be paid at double the regular rate of pay. On Saturdays and Sundays and Statutory Holidays (or days observed as such) double the regular rate will be paid,
- (i) Notwithstanding the provisions of Article 10, equivalent time off may be granted in lieu of pay for overtime worked.

- (ii) If time off is elected by the Employee, such time off may be accumulated in minimum units of one-half (1/2) hour and then taken at a time mutually agreed to by the Supervisor and the Employee. Time off must be requested at least forty-eight (48) hours in advance.
- (iii) Employees may receive a payout of their accumulated banked overtime on their next scheduled pay upon written request.

- 10.03 All Employees working on jobs beyond the maintenance shop shall receive motor transportation. In cases of emergency, Employees using their own vehicles shall receive travel allowance in accordance with Board policy.
- 10.04 Employees will use SD #57 credit cards for out of town expenses in accordance with the SD #57 Travel Policy and Guidelines.
- 10.05 In the event of any Employee taking a course of instruction with prior approval of the Board, in order that the Employee will be better qualified to perform his job, the Board will, on the Employees successful completion of the course, reimburse the Employee in the full amount of the tuition fee and books.
- 10.06 Expenses incurred by an Employee for courses required by the Board will be borne by the Board.

**ARTICLE 11 - STATUTORY HOLIDAYS**

- 11.01 All Employees shall have the following statutory holidays off with pay at the rate of pay earned on the last day worked preceding the holiday:

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

and any other day proclaimed by the Federal, Provincial or Municipal Governments, provided such holidays are proclaimed and observed on normal working days, and any special school holiday proclaimed by the Minister of Education and observed on normal working days.

Employees not actively at the service of the Board will not be entitled to payment for statutory holidays, unless:

- (a) they are on paid leave or
- (b) they are on approved unpaid leaves of 10 days or less or
- (c) they are on a Board paid absence due to sickness or accident

- 11.02 All Employees required to work on a paid statutory holiday shall receive his regular day's pay plus double time for all time worked on the statutory holiday.
- 11.03 When any of the above holidays fall on a normal day of rest or during an Employee's annual vacation, and no other day is declared in substitution thereof, Employees shall receive a day off in lieu of the holiday at their regular rate of pay, such day to be determined by mutual agreement between the Employee and his Supervisor but not later than the conclusion of the Employee's annual vacation.

- 11.04 During specified term lay-offs and shut-downs, Employees shall continue to hold seniority rights, receive pay for any statutory holiday, and benefit plan coverage; payments for union dues and benefit plans will be made by the Board and recovered from a subsequent pay cheque.
- 11.05 The Board shall make payments to the medical, dental and extended health benefit plans for a period of ninety (90) days at fifty (50) percent of the premiums during indefinite layoffs for employees who have one year continuous employment and who continue to hold seniority rights.

**ARTICLE 12 - ANNUAL VACATIONS**

- 12.01 Annual holiday entitlement shall accrue to each employee based on the employee's years of service with the School District, at the following rate:

Years of Service	Annual entitlement
Less than 1 year	4% of Gross Pay
	The greater of:
1 year and less than 2 years	10 days or 4% of Gross pay
2 years and less than 6 years	15 days or 6% of Gross pay
6 years and less than 13 years	20 days or 8% of Gross pay
13 years and less than 21 years	25 days or 10% of Gross pay
21 years and over	30 days or 12% of Gross pay

- 12.02 For the purpose of the Article, years of service will be accrued according to bargaining unit seniority. The application of annual entitlement is to be pro-rated in accordance with the proportion of the year worked. The entitlement is not reduced by:
  - (a) Paid leaves or
  - (b) Approved unpaid leaves of 10 days or less or
  - (c) Board paid absence due to sickness or accident.
- 12.03 Each earning statement will include the amount of holiday entitlement currently accrued.
- 12.04 With prior agreement of the Supervisor, an employee may take vacation at any time, up to the maximum of his current accumulated entitlement. Where there is more than one employee in a trade, at least 50% of the trade group shall be available for work at any time unless mutually agreed to do otherwise. Employees shall provide a written request to their Supervisor at least 21 calendar days prior to the proposed commencement of their holidays.
- 12.05 Effective December 31, 2006 an employee may not have accrued more than one year's accumulation in his current vacation bank. Any accrual in excess of one year's accumulation in his current vacation bank will be transferred to a grandfathered vacation bank, to be used as per Article 12.

On December 31 of each year thereafter, an employee may not have accrued more

than one year's accumulation in his current vacation bank. Any accrual in excess of one year's accumulation in his current vacation bank will be paid out to the employee via payroll processing.

### **ARTICLE 13 - SICK LEAVE PREREQUISITE**

13.01 Employees shall be granted one and one-half (1-1/2) days sick leave for every month worked without wage deduction. The unused portion of such sick leave is to be accumulated. Proof of sickness, upon request, is to be provided after **four (4)** working days. Where there is a prior record of frequent absences, the Board may request proof of sickness at any time, following consultation with the Union. Where deemed necessary by the Board, Employees may be required to undergo an examination by the School District Medical Officer or a Doctor of their own choice who, following the examination, will be required to review the results with the School District Medical Officer. Employees must notify their supervisor, or his office, if they are going to be absent. Where the Board requests a proof of sickness letter, other than those letters required to support a claim for disability coverage, the employee covered under this agreement shall be reimbursed to a maximum of \$30.00 upon presentation of a receipt.

(a) Effective the first pay period in each year one third (1/3) of each employee's unused sick leave entitlement for the previous year will be transferred to his or her vacation entitlement. The maximum number of days that can be transferred is five. Sick time rollover will not cause payout as per Article 12.05

13.02 Payout of sick leave will be in accordance with the following:

(a) Death - upon death of an Employee, the estate shall be paid the existing sick leave entitlement up to a maximum of 120 days.

(b) Retirement - upon retirement in accordance with the Municipal Superannuation Act, the Employee shall be paid the existing sick leave entitlement up to a maximum of 120 days.

(c) Termination other than for cause -

(i) An Employee having five (5) years of seniority who is terminated because his position has been deleted and who does not wish to retain recall rights, shall receive the existing sick leave entitlement up to a maximum of 120 days.

(ii) An Employee having five (5) years of seniority who is laid off for a period exceeding three (3) months, or an Employee having five (5) years of seniority who, when laid off, is informed that he will not be recalled for a period of three (3) months, may elect to receive his existing sick leave entitlement up to a maximum of 120 days. Such Employee shall lose his seniority and recall rights.

(iii) An Employee with five (5) years of seniority who is laid off for a period of one (1) year without recall shall receive the existing sick leave entitlement up to a maximum of 120 days.

(d) Resignation – an Employee who resigns from the Board shall receive a sick

leave pay out according to the following schedule:

5 years' service - 50% of all sick leaves up to a maximum of 60 days.

10 years' service - 100% of all sick leaves up to a maximum of 120 days.

- (e) The sick leave accumulated by Employees will be frozen, for payout purposes only, at the amount earned as of April 5, 1984, up to a maximum of 120 days. Should this amount be eroded through usage, Employees will be allowed to re-accumulate sick leave for payout purposes up to the amount originally frozen. Payouts will be based on the Employee's regular hourly rate as at April 5, 1984.
  - (f) New Employees hired after December 29, 1983, will not be entitled to a sick leave payout.
- 13.03 DEDUCTION FROM SICK LEAVE: A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave.
- 13.04 WORKSAFE BC: If an Employee sustains an injury in the course of his duties and is eligible for Worksafe BC compensation, he shall be paid that amount necessary to make up the difference between what he receives as compensation and his full salary so long as his accumulation of sick leave credits permit. Sick Leave benefits will be used on a pro rata basis based on the difference in salary paid by the Board.
- 13.05 STATUS: An Employee's accumulated sick leave status will accompany all earnings statements in hours and portions of hours.
- 13.06 Where an employee is absent for medical reasons, and all sick leave credits have expired, and the employee is not eligible for short-term disability or long-term disability, the Board will pay the full monthly premiums for all of the employee's benefit plans up to a maximum period of twelve (12) months. If the Employee is absent on Workers' Compensation, the Board will pay the full monthly premiums for all of the Employee's benefit plans for a maximum period of twelve (12) months.
- 13.07 SUBROGATION
- a) If the employer pays or is obliged to pay to an employee an amount of salary from sick leave credits, then the employer shall have the right to be subrogated to the rights, powers, privileges and remedies of the employee to whom the payment is made in any claim or cause of action the employee may have for compensation for lost income against other parties to the extent of the amount paid or obliged to be paid by the employer to the employee.
  - b) Where an employee is involved in an accident and as a result is paid sick leave during the absence from work, any sick leave compensation recovered from an insurer or court award shall be repaid by the employee to the employer. The employer shall thereupon reinstate the number of days of sick leave credit represented by the repayment.

## ARTICLE 14 - LEAVE OF ABSENCE

- 14.01 LEAVE WITHOUT PAY: Leave without pay may be granted to an Employee upon one (1) week's notice to the immediate Supervisor. Where extenuating circumstances exist the time of notice may be waived.
- 14.02 MATERNITY LEAVE/PATERNITY LEAVE:
- (a) Maternity/Parental Leave without pay shall be granted in accordance with the Employment Standards Act.
  - (b) All employee benefits shall continue while on Maternity/Parental Leave in accordance with the Employment Standards Act.
  - (c) An employee shall be granted, on request, two (2) days' leave of absence with pay for the needs directly related to the birth or adoption of his/her child.
  - (d) Employees on approved Maternity/Parental Leave will accrue seniority.
- 14.03 JURY DUTY: An Employee who is subpoenaed for jury duty or subpoenaed or summoned to act as a court witness shall continue to receive their regular hourly rate of pay while so engaged, providing he turns over to the Board any monies he received for serving as a juror or witness on days he would normally be working.
- 14.04 APPEARANCE AS A WITNESS: An Employee who is required to appear as a witness on behalf of the Board will qualify under the provisions of the preceding paragraph, and will be reimbursed for any reasonable expenses on production of receipts.
- 14.05 COMPASSIONATE LEAVE:
- a) Compassionate Leave of up to five (5) days shall be granted with pay upon request of a Regular Employee in the event a serious illness of a member of the immediate family. The Board retains discretion, acting reasonably to approve a shorter leave than that requested but it must not completely reject the request. Travel time, including all other circumstances of the Regular Employee must be considered by the Board in exercising its discretion. The Board shall give reasonable consideration to special requests regarding persons outside the immediate family or to extended time under special circumstances. Any time granted in excess of five (5) days may be deducted from **any leave accruals available to the employee.**
  - b) Serious Illness in Article 14.05 (a) shall not include the mere possibility that unforeseen circumstances may occur. "Serious Illness" shall mean the day(s) on which major surgery or a medical procedure(s) requiring general anesthesia is performed and days confined in a hospital intensive care unit or emergency room. It shall not include any time after the day(s) on which major surgery or a medical procedure requiring general anesthesia is performed unless the attending physician recommends in writing that the family member remain in a hospital and that the Regular Employee remain with the immediate family member due to their illness. If a Regular Employee wishes to provide care to an ill family member in other circumstances he or she may apply for

Family Responsibility pursuant to Article 14.06 of the Collective Agreement.

- c) **Bereavement leave of up to five (5) days shall be granted with pay upon request of** a Regular Employee in the event of a death of a member of the immediate family. **The days will be used as needed, not necessarily consecutively.** The Board retains discretion, acting reasonably to approve a shorter leave than that requested but it must not completely reject the request. Travel time, including all other circumstances of the Employee, must be considered by the Board in exercising its discretion.
- d) Immediate Family under Article 14.05 shall include a
- Spouse
  - Children
  - Parents
  - Siblings
  - Guardians
  - Grandchildren
  - Grandparents
  - Child in Law
  - Siblings in Law
  - Parent in Law
  - Any relative who lives in the home of the Regular Employee

14.06 FAMILY RESPONSIBILITY LEAVE: Employees shall be entitled to family responsibility leave provisions in accordance with the Employment Standards Act.

### **ARTICLE 15 - EMPLOYEE BENEFITS**

The Parties have agreed to participate in the Public Education Benefits Trust (PEBT) and to place their dental, extended health and group life insurance coverage specified in this Article. Participation in the PEBT will be in accordance with the May 22, 2006 Letter of Understanding between the BC Public School Employers' Association and School Boards who are Signatories to this LOU and Support Staff Unions who are Signatories to this LOU.

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

15.01 All eligible Regular Employees shall, as a condition of employment, participate in the following Employee Benefit Plans as soon as eligible and all premium costs shall be borne by the Board:

- (a) **GROUP LIFE INSURANCE:** The Prudential of America plan, or its equivalent, beginning the first day of the month following completion of 2 months service with the board.
- (b) **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE:** The Home Life plan, or its equivalent, beginning the first day of the month following completion of 2 months service with the board.
- (c) **BASIC MEDICAL/HOSPITAL INSURANCE:** The Medical Services Plan of British Columbia beginning the first day of the month following the date employed.

- (d) EXTENDED HEALTH CARE INSURANCE: The Medical Services Association basic and supplemental plans, or their equivalent, beginning the first day of the month following the date employed.
  - (e) DENTAL INSURANCE: Employees are eligible to participate beginning the first day of the month following the completion of six (6) months of employment or as per the requirements of the PEBT. Effective June 1, 1992 orthodontic benefits will be enhanced to reimburse up to 60% of costs up to a lifetime maximum of \$ 2,100.00.
  - (f) VISION CARE INSURANCE: The Medical Services Association plan, or its equivalent, beginning the first day of the month following completion of the probationary period. Effective June 1, 1992, vision care benefits will be enhanced to provide reimbursement for eye glasses or contact lenses to a maximum of \$200.00, and one such expense in any two (2) consecutive calendar years for each insured person.
  - (g) LONG TERM DISABILITY INSURANCE; Effective 1 June, 1990 the Board will provide a Long Term Disability Benefit Plan which will pay up to sixty percent (60%) of regular earnings for Regular employees. This Plan will provide benefits only after sick leave credits have been used or 30 days leave without pay has occurred, whichever is the longer.
- 15.02 Regular Employees who show proof of being covered by insurance plans similar to those indicated in Clauses 15.01 (c), (d), (e) and (f) will not be required to participate in those plans sponsored by the Board.
- 15.03 PENSION: All eligible Regular Employees shall, as a condition of employment, participate in the B.C. Municipal Superannuation Plan beginning the first day of the month following completion of 2 months service with the board.
- 15.04 TRANSPORTATION OF ACCIDENT VICTIMS: Transportation to the nearest physician or hospital for Employees requiring medical care as a result of a job-related accident shall be at the expense of the Board, to the extent that it is not recoverable from other sources.

#### **ARTICLE 16 - TECHNOLOGICAL AND OTHER CHANGES**

- 16.01 UNION TO BE NOTIFIED OF PROPOSED CHANGES: Thirty (30) days before the introduction of any changes or methods of operation which affect wage rates or work loads, the Board will notify the Union of the proposed changes. Any such change shall be made only after the Union and the Board has reached an agreement on such change through collective bargaining. If the Board and Union fail to agree on the results of the changes, the matter will be referred to arbitration.
- 16.02 SEVERANCE PAY FOR DISPLACED EMPLOYEES: If, by reason of any changes in operating methods, the Board will be unable to provide work for displaced Employees, the displaced Employee shall receive thirty (30) days notice and severance pay of one month's pay at the regular rate of the position last occupied in addition to all other benefits which the Employee may be entitled to under the contract.

- 16.03 TRAINING PROGRAM: In the event that the Board should introduce new methods or machines which require new or greater skills than are possessed by Employees under the present methods of operation, such Employees shall, at the expense of the Board, be given a reasonable period during which time they may perfect or acquire the skills necessitated by the new methods of operation. There shall be no change in wage or salary rates during the training period of any such Employee and no reduction in pay upon being reclassified in the new position. Should the parties be unable to agree as to what is a reasonable period, the question shall be referred to arbitration.
- 16.04 COST: The cost to Employees having to buy new tools due to technological and other changes shall be reimbursed by the Board.

### **ARTICLE 17 - GENERAL SECURITIES**

- 17.01 The Board shall keep all its buildings and grounds up to WorkSafe BC, Fire Department and Health Department requirements.
- 17.02 Employees will not be required to operate the Board's leased or owned equipment in contravention of any B. C. regulation.
- 17.03 If a classification is created or changed the Union School Board Committee will be notified, prior to posting, with proposed rates of pay. Such classification changes shall be subject to Article 19 of this Agreement.
- 17.04 Union members have the right not to cross legal picket lines without being discriminated against.

### **ARTICLE 18 - GENERAL CONDITIONS**

- 18.01 All new Employees will be given a Union Contract on date of hiring, supplied by the Board.
- 18.02 The tools of an Employee starting a new job shall be in good condition and shall be kept so on the Board's time and expense. An employee shall register his personal tools with the employer. Lost, stolen, broken and damaged hand tools shall be replaced by the Board without undue delay, unless there is evidence of misuse. In order to receive a replacement for a lost or stolen tool, the employee will be required to fill out a lost or stolen tool report. In order to receive a replacement for a broken or damaged tool, the employee shall present the broken or damaged tool to the employer. If the use of patent mitre boxes, stapling guns or power machines for the better carrying out of work is desirable, they shall be supplied by the Board.
- 18.03 A suitable heated lockup must be provided by the Board for use of the Employees' tools against fire and burglary while in his employ, provided the Employee when commencing employment submits to his immediate Supervisor an inventory of tools brought to the job. On all major jobs where shift work is being worked, an exclusive lockup for Employees' tools for each shift will be provided. A suitable individual locker shall be provided for Employees' clothing.
- 18.04 It is understood that the parties to this Agreement shall at all times comply with the Accident Prevention and Regulations of the Worksafe BC. The Board is to supply all equipment to the Employees, except personal apparel, at no cost to the Employees.

18.05 PROTECTIVE FOOTWEAR: All employees shall be granted once every two calendar years a refund on the purchase of approved suitable protective footwear up to a maximum of \$120.00 (one hundred and twenty dollars) until December 31, 2014.

Employees will present the unworn footwear and the receipt for purchase to their Supervisor. The Supervisor will confirm the suitability of the footwear, verify the cost and submit a memo to the Human Resources Department requesting reimbursement for the named employee.

PROTECTIVE CLOTHING: Effective January 1, 2015 the board agrees to supply employees with protective clothing up to a maximum of \$320.00 each calendar year. Employees working less than a calendar year shall have their clothing amount pro-rated.

18.06 EMPLOYEE GROWTH AND DEVELOPMENT: The Board and the Union agree that employee growth and development should be encouraged and supported.

#### REQUIRED COURSE WORK (Employer Initiated)

It is agreed that the employer may require an employee to attend course work or training programs to perform work better.

- (a) For required training and course work the employer will pay for the course or program registration fees, required textbooks and materials, and required laboratory fees.
- (b) For required training and course work the employer will assist with travel expenses as per the School District travel policy No. 4133.1. The employer will pre-pay transportation and accommodation expenses. The employee may request through the immediate supervisor an advance on per diem expenses as per travel policy No. 4133.1 dated May 21, 1996.
- (c) It is recognized that required course work or training occurs both on regular work hours and outside of regular work hours.
- (d) For course work or training occurring outside an employee's regularly scheduled work hours, attendance will be voluntary.
- (e) With the prior approval of the supervisor, attendance at courses outside of the employee's regularly scheduled work hours will be compensated either:
  - (i) at the employee's regular rate of pay for the course hours attended;
  - (ii) or the employee will be given equivalent time off for the course hours attended.

#### VOLUNTARY COURSE WORK OR TRAINING (Employee Initiated)

Regular employees shall be eligible for some training or course work reimbursement. The amount of reimbursement will be 50% of the cost of the approved course provided that:

- (a) The courses or training are accepted by the Property Maintenance Manager, in consultation with the Secretary-Treasurer, as properly relating to the employee's current responsibilities or are determined to be specific skills necessary for meeting future district staffing needs.
- (b) The course or training is approved in advance, in writing, by the Property Maintenance Manager.
- (c) Proof of successful course completion is presented to the Property Maintenance Manager within one month following notification from the instructor or the educational or training institution, prior to reimbursement by the Board to the employee, and
- (d) The employee is actively at work. In cases where the employee is not actively at work (i.e., on a leave of absence), reimbursement will be payable when the employee returns to active duty.

If the employee voluntarily leaves the employ of the Board before the end of the school year in which the reimbursement for voluntary course work or training is received, this reimbursement may be deducted from the final pay on a pro-rate basis.

#### PROFESSIONAL DAYS (Employee Initiated)

All regular employees, with the approval of the Property Maintenance Manager, may participate in school, zone, or district professional days, provided that the program of activities on such days is relevant to the employee's assigned duties. Such approval shall not be unreasonably withheld. Such attendance during the regularly scheduled work hours will be considered part of the regular work time. Attendance at such activities outside of regularly scheduled work hours will be without pay.

Regular employees shall be granted time off with pay, during regular work hours, to write exams for approved courses.

#### **SERVICE IMPROVEMENT ALLOCATION**

**The parties agree that, commencing July 1, 2020, the \$15,000 of funding provided for in the 2019-2022 Provincial Framework Agreement item 3, will be used to establish a professional learning fund for all CUPE 4991 employees.**

**The purpose of these funds will be to provide access to professional learning opportunities to provide access to specific training agreed upon by the parties. This professional learning will support the development of professional competence, and enhance the ability of employees to provide high quality service in the district.**

**The joint Labour Management Committee will administer the Professional Learning Funds. Any remaining funds available at the conclusion of the year, will be rolled over to the following year.**

18.07 A five (5) minute pick up period will be allowed prior to quitting time.

## 18.08 HARASSMENT/SEXUAL HARASSMENT

### GENERAL

- a) The employer recognizes the right of all employees to work, to conduct business and otherwise associate free from harassment or sexual harassment.
- b) The employer considers harassment in any form to be totally unacceptable and will not tolerate its occurrence. Proven harassers shall be subject to discipline and/or corrective actions. Such actions may include counseling courses that develop an awareness of harassment, verbal warning, written warning, transfer, suspension or dismissal.
- c) No employee shall be subject to reprisal, threat of reprisal, or discipline as the result of filing a complaint of harassment or sexual harassment which the complainant reasonably believes to be valid.
- d) All parties involved in a complaint agree to deal with the complaint expeditiously and to respect confidentiality.
- e) The complainant and/or the alleged offender, if a member(s) of the local may at the choice of the employee be accompanied by a representative(s) of the Local at all meetings in this procedure.
- f) This article shall not affect the District's right to manage its business, direct its workforce or implement employment and performance practices.
- g) Complaints under Articles 19 and 18.10 of the Collective Agreement shall not be pursued simultaneously.

### DEFINITIONS

- a) For the purpose of this Article "harassment" shall be defined as including:
  - i. Sexual harassment; or
  - ii. Any improper behaviour that is directed at or offensive to any person, is unwelcome, and which the person knows or ought reasonably to know would be unwelcome; or
  - iii. Objectionable conduct, comment, materials or display made on either a one-time or continuous basis that demeans, belittles, intimidates, or humiliates another person; or
  - iv. The exercise of power or authority in a manner which serves no legitimate work purpose and which a person ought reasonably to know is inappropriate; or
  - v. Such misuses of power or authority as intimidation, threats, coercion and blackmail.
- b) The definition of "sexual harassment" shall include:

- i. Any comment, look, suggestion, physical contact, or real or implied action of a sexual nature which creates an uncomfortable working environment for the recipient, made by a person who knows or ought reasonably to know such behaviour is unwelcome; or
- ii. Any circulation or display of visual material of a sexual nature that has the effect of creating an uncomfortable working environment; or
- iii. An implied promise of reward for complying with a request of a sexual nature; or
- iv. A sexual advance made by a person in authority over the recipient that includes or implies a threat or an expressed or implied denial of an opportunity which would otherwise be granted or available and may include a reprisal or a threat of reprisal made after a sexual advance is rejected.

## RESOLUTION PROCEDURE

### a) Step 1

- i. The Complainant, if comfortable with that approach, may choose to speak to or correspond directly with the alleged harasser to express his/her feelings about the situation.
- ii. Before proceeding to Step 2, the complainant may approach his/her administrative officer, a representative of the Union or other contact person to discuss potential means of resolving the complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved.

### b) Step 2

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

### c) Step 3

- i. The Employer shall investigate the complaint. The investigation shall be conducted by a person who shall have training and/or experience in the investigation of complaints of harassment. The complainant may request that the investigator shall be of the same gender as the complainant and where

practicable the request will not be denied.

- ii. The investigation shall be conducted as soon as is reasonably possible and shall be completed in ten (10) working days unless otherwise agreed to by the parties, such agreement shall not be unreasonably withheld.
- d) Should a resolution be reached between the complainant and the respondent at Step One, it shall be written up and signed by both. Only the complainant and the respondent shall have copies of the resolution and they shall be used only for the purpose of establishing that a resolution was reached. No other copies of the resolution shall be made.
- e) In the circumstances where a respondent has acknowledged responsibility pursuant to (d) above, the employer may advise a respondent of the expectations of behaviour pursuant to Article 18.10 in a neutral, circumspect memo. Such memo shall be non-disciplinary in nature and shall not form part of any record. Only the respondent shall retain a copy of the memo. That the memo was sent can be referred to as proof that the respondent has been advised about the standard of conduct.
- f) The form of a complaint at Step Two should include specific behaviours which form the basis of the complaint and the definitions of sexual harassment/harassment which may apply; however, the form of the complaint will in no way restrict the investigation or its conclusions.

## REMEDIES

- a) Where the investigation determines harassment has taken place, the complainant shall, when appropriate, be entitled to but not limited to:
  - i. Reinstatement of sick leave used as a result of the harassment.
  - ii. Any necessary counseling where EFAP services are fully utilized or where EFAP cannot provide the necessary services to deal with the negative effects of the harassment.
  - iii. Redress of any employment opportunity denied due to the negative effects of the harassment.
  - iv. Recovery of other losses and/or remedies which are directly related to the harassment.
- b) Where the investigator has concluded that harassment or sexual harassment has occurred, and the harasser is a member of the bargaining unit, any disciplinary sanctions that are taken against the harasser shall be done in accordance with provisions in the agreement regarding discipline for misconduct.
- c) The Local and the complainant shall be informed in writing that disciplinary action was taken or not taken.
- d) If the harassment results in the transfer of an employee, it shall be the harasser who is transferred, except where the complainant requests to be transferred.

- e) If the employer fails to follow the provisions of the Collective Agreement, or the complainant is not satisfied with the remedy, the complainant may initiate grievance at Step 3 of Article 19 (Grievance Procedure). In the event the alleged harasser is the Superintendent, the parties agree to refer the complaint directly to expedited arbitration.

## TRAINING

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

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

- b) The program shall include but not be limited to:
  - i. The definitions of harassment as outlined in this Agreement;
  - ii. Understanding situations that are not harassment or sexual harassment, including the exercise of an employer's managerial and/or supervisory rights and responsibilities;
  - iii. Developing an awareness of behaviour that is illegal and/or inappropriate;
  - iv. Outlining strategies to prevent harassment and sexual harassment;
  - v. A review of the resolution of harassment and sexual harassment as outlined in this Agreement;
  - vi. Understanding malicious complaints and the consequences of such;
  - vii. Outlining any Board policy for dealing with harassment and sexual harassment;
  - viii. Outlining laws dealing with harassment and sexual harassment which apply to employees in BC.

## **ARTICLE 19 - GRIEVANCE PROCEDURE**

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

### STAGE 1:

The Shop Steward with or without the Employee(s) shall discuss the matter with the Employee's Supervisor within ten (10) working days of the alleged grievance first arising. If the matter is not resolved within five (5) working days, then:

**STAGE 2:**

In cases involving employees in the Property Maintenance Department, the matter shall be submitted within five (5) working days in writing prior to discussion with the General Manager or designate. Should the matter not be resolved at this stage within ten (10) working days, then:

**STAGE 3:**

The matter shall be discussed within five (5) working days between a grievance committee of the Board consisting of at least three (3) representatives of the Board and a grievance committee of the Union consisting of at least three (3) representative of the Union. Should the matter not be resolved within ten (10) working days, then:

**STAGE 4:**

The matter shall be referred to a Board of Arbitration of three (3) members. One (1) member shall be appointed by the Board and one (1) by the Union. The third member, who shall be Chairman of the Arbitration Board, shall be appointed by the parties' appointees. Should the parties' appointees be unable to agree on a Chairman within five (5) days of the appointment of the member last appointed, the Chairman shall be appointed by the Minister of Labour for the Province of British Columbia. By mutual agreement, both parties may agree on a single arbitrator.

- 19.02 Wherever a stipulated time limit is mentioned in this Article, the said time limit may be shortened or extended by the mutual written agreement of both parties.
- 19.03 Where a grievance involves a question of general interpretation or application of this Agreement or where a large group of Employees are involved in a grievance, Stage 1 may be by-passed and the grievance referred by either party directly to Stage 2.
- 19.04 **GRIEVANCE MEDIATION:** The parties agree to the concept of Grievance Mediation and wish to employ it to assist the parties in settling grievances prior to arbitration based on the following:
1. All grievances arising out of this agreement shall be subject to the grievance mediation process except where either party disagrees in a particular dispute.
  2. Where the grievances mediation process is used it will occur after Stage 3 of the grievance procedure. The ten day time limit in Clause 19.01 (d) is suspended for the duration of the grievance mediation process.
  3. Should a grievance not be resolved in stage 3, the initiating party shall, within ten (10) working days, make application to the Associate Chair, (Mediation), Labour Relations Board for the appointment of a grievance mediator.
  4. The parties shall meet with the mediator within twenty (20) working days of the appointment to attempt to resolve the dispute. This period can be extended by mutual agreement of the parties.
  5. At any time both parties may agree jointly to request and be bound by the recommendations of a mediator should the grievance mediation process fail otherwise to provide a resolution to the grievance.
  6. Should the grievance mediation process fail to lead to a resolution of the grievance and the parties not exercise their option under (5) above, the matter shall be referred to stage 4 of the grievance procedure for binding arbitration. The ten (10) day time line in Clause 19.01 (d) shall apply.

## **ARTICLE 20 - DURATION OF AGREEMENT**

20.01 This Agreement shall be for a term of five years, from **July 1, 2019** to **June 30, 2022**, both dates inclusive and shall remain in full force and effect from year to year thereafter unless either party gives to the other party notice in writing within the four (4) months immediately preceding the expiry date of this Agreement, or the 31st of May in any subsequent year, that it desires its termination.

DRAFT

## ARTICLE 21 - CLASSIFICATION AND WAGE SCALE

21.01 Wages of Employees covered by this Agreement shall be:

	2.0%	2.0%	2.0%
	Effective	Effective	Effective
<b><u>Classification:</u></b>			
<b><u>Maintenance Department Tradesperson</u></b>	July 1, 2019	July 1, 2020	July 1, 2021
Gasfitter, Millwright, Plumber, Refrigeration Mechanic	33.50	34.17	34.85
Electrician, Mechanic, Electronic Technician, Equipment Repairman	33.41	34.08	34.76
Audio Visual Technician	30.94	31.56	32.19
Band Instrument Repairman, Brick Layer, Carpenter, Locksmith, Painter, Appliance Repairman, Welder, Industrial Warehouseperson, Roofing Inspector, Roofer, Gardener	31.86	32.50	33.15
Apprentice (as per Article 22)			
<b><u>Classification:</u></b>			
<b><u>Maintenance Department Non - Tradesperson</u></b>			
Utility Person	24.32	24.81	25.31
Laborer	22.43	22.88	23.34
Student (75% of Laborer Rate)			
<b><u>Classification:</u></b>			
<b><u>GROUNDS DEPT NON-TRADESPERSON</u></b>			
Grounds person 1	24.32	24.81	25.31
Gang Mower Operator	24.46	24.95	25.45
Student (75% of Laborer Rate)	16.82	17.16	17.50

The Board agrees to continue to pay at the tradesman rate those employees:

- (a) who have been in the employ of the School District prior to May 15, 1981 and
- (b) who maintain continuous employment in School District No. 57, and
- (c) who are hired as tradesmen, and
- (d) who do not have a valid Tradesman Certificate.

It is agreed that subsequent to May 15, 1981, new employees must have a valid Tradesman Certificate to obtain tradesman status and tradesman pay. A copy of the valid Tradesman Certificate is to be submitted to the Human Resources Department and filed in the employee's personnel file.

- 21.02 It is understood that no Employee covered by this Agreement will be required to perform regular or substantial amounts of work covered by other classifications within this Agreement.
- 21.03 The employer will provide a chargehand for each grounds crew of 3 or more personnel in addition to the chargehand appointments in Valemount, and Mackenzie. Chargehand positions will be posted and filled in accordance with Article 8.01, 8.02, and in the event of no applications for a posting the employer may appoint the chargehand.
- 21.04 Chargehands will be paid \$1.00 per hour in addition to their regular wage rate. This premium will be paid for all hours actually worked, including overtime, This premium will also be paid on statutory holidays.
- 21.05 The employer will designate replacement chargehands during temporary absences of regular chargehands, due to vacation or illness, without any posting process, provided the absence does not exceed 60 days. Designation will be in accordance with Regular Employee preferences, within crews, if practicable. Replacement chargehand requirements in excess of 60 days will be posted.
- 21.06 Employees designated to provide Occupational First Aid attendant services, as required by the Workers' Compensation Board Occupational First Aid Regulations, will be paid a premium of sixty dollars (\$60.00) for each pay period.

Designated backup Occupational First Aid attendants will receive a premium of fourteen dollars (\$14.00) for each pay period.

## ARTICLE 22 - APPRENTICES

22.01 All apprentices shall be employed in accordance with the provisions of the British Columbia Apprenticeship Act, and the parties hereto agree to observe all provisions of said Act. All apprentices shall become members of the Union. Rates of pay shall be:

### 3 Year Apprentice:

1 <sup>st</sup> nine months of indenture	70% of journeyman's rate
2 <sup>nd</sup> eighteen months of indenture	75% of journeyman's rate
3 <sup>rd</sup> four and a half months of indenture	80% of journeyman's rate
4 <sup>th</sup> four and a half months of indenture	90% of journeyman's rate

### 4 Year Apprentice:

1 <sup>st</sup> six months of indenture	70% of journeyman's rate
2 <sup>nd</sup> six months of indenture	70% of journeyman's rate
3 <sup>rd</sup> six months of indenture	75% of journeyman's rate
4 <sup>th</sup> six months of indenture	75% of journeyman's rate
5 <sup>th</sup> six months of indenture	75% of journeyman's rate
6 <sup>th</sup> six months of indenture	75% of journeyman's rate
7 <sup>th</sup> six months of indenture	80% of journeyman's rate
8 <sup>th</sup> six months of indenture	90% of journeyman's rate

22.02 While attending an approved Vocational School, the Apprentice will receive from the appropriate Government authorities allowances and school expenses in accordance with the Government's schedule of grants pertaining to Apprenticeship Training. In addition, subject to successful completion, the Employee shall receive from the Board an allowance comprised of the difference between his regular straight time rate, based on a forty (40) hour week, and the total weekly allowances granted by the appropriate Government authorities.

## ARTICLE 23 – CONTRACTING OUT SEVERANCE PROVISIONS FOR BARGAINING UNIT MEMBERS

23.01 The parties recognize that, due to changing needs of School District No. 57 (Prince George), positions may be added, changed or deleted from time to time. The Board agrees that prior discussion of such alterations shall be held with the Union through Labor Management deliberations.

If as a result of such alterations any work that is presently performed by current members of the bargaining unit will be performed by persons outside the bargaining unit, then the Board shall be required to pay to those employees indefinitely laid off, (as per the declaration in Article 7.07), as a result of this action the following severance pay:

Severance pay at the rate of six (6) percent of one year's pay for each 12 months of continuous service to a maximum of one and one half year's pay.

For the purposes of the above:  
“a maximum of one year’s pay” shall mean the employee’s actual hourly rate times the number of hours in a work year.  
each (12) months of continuous service shall be calculated by dividing the employee’s total months of service pro-rated for part year’s service.

23.02 An employee laid off under this article is not eligible to receive severance under the provisions of Article 7 or Article 16.

23.03 An employee who is eligible to be laid off under this article may opt to be laid off under the provisions of Article 7 or the severance provisions of Article 16.02.

DRAFT

LETTER OF UNDERSTANDING #1

BETWEEN: THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 57 (PRINCE GEORGE)

AND: CUPE LOCAL 4991

-----  
PREVENTATIVE MAINTENANCE

It is mutually agreed between the parties that preventative maintenance will be done only by Employees having recognized tradesman status.

DATED AT Prince George, British Columbia this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 4991:

\_\_\_\_\_  
\_\_\_\_\_  
Witness: \_\_\_\_\_

SIGNED ON BEHALF OF THE BOARD OF  
SCHOOL TRUSTEES OF SCHOOL  
DISTRICT NO. 57 (PRINCE GEORGE):

\_\_\_\_\_  
\_\_\_\_\_  
Witness: \_\_\_\_\_

LETTER OF UNDERSTANDING #2

BETWEEN: THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 57 (PRINCE GEORGE)

AND: CUPE LOCAL 4991

-----  
SEASONAL EMPLOYEES

In order to provide additional summer grounds work to Prince George and area, we agree to the following:

A new definition of regular seasonal employee shall mean an Employee who has successfully completed his probationary period who is engaged to augment the regular staff or is engaged to work on a short-term project during the period May 1 to September 30.

A new definition of seasonal probationary employee shall mean an Employee serving a five (5) month trial period of continuous employment. Previous periods of service with the Board in a similar position within the twelve month period immediately preceding the probationary appointment shall qualify towards completion of the trial period provided that the first period of such qualifying employment shall be a continuous period of not less than one month.

The parties also agree that the use of seasonal employees shall be restricted to two (2) grounds positions without written permission from the union.

DATED AT Prince George, British Columbia this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 4991:

\_\_\_\_\_  
\_\_\_\_\_

SIGNED ON BEHALF OF THE BOARD OF  
SCHOOL TRUSTEES OF SCHOOL  
DISTRICT NO. 57 (PRINCE GEORGE):

\_\_\_\_\_  
\_\_\_\_\_

LETTER OF UNDERSTANDING #3

BETWEEN: THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 57 (PRINCE GEORGE)

AND: CUPE Local 4991

-----  
GRANDFATHERED CHARGEHANDS

It is mutually agreed between the parties, with respect to Article 21.05 Chargehand positions in the Grounds Department, that each of the following employees currently remunerated for the chargehand rate will continue to do so for the duration of his employment with School District No. 57 Prince George:

Blaine Hampton  
Jan Danilec  
Dean Wilson  
Mike Dryden  
Darryl Zerr

DATED AT Prince George, British Columbia this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 4991:

\_\_\_\_\_  
\_\_\_\_\_

SIGNED ON BEHALF OF THE BOARD OF  
SCHOOL TRUSTEES OF SCHOOL  
DISTRICT NO. 57 (PRINCE GEORGE):

\_\_\_\_\_  
\_\_\_\_\_

LETTER OF UNDERSTANDING #4

BETWEEN: THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 57 (PRINCE GEORGE)

AND: CUPE LOCAL 4991

-----  
APPLIANCE REPAIR DUTIES

It is mutually agreed between the parties, that Bob Hardwick will perform Appliance Repair duties on school district appliances. It is also agreed that these duties are not to be included in the Refrigeration Mechanic/Gasfitter job description and his wages will remain at his current classification. Bob Hardwick has more than 10 years experience in the commercial appliance industry and is deemed qualified to diagnose and perform repairs as required.

DATED AT Prince George, British Columbia this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 4991:

\_\_\_\_\_  
\_\_\_\_\_

SIGNED ON BEHALF OF THE BOARD OF  
SCHOOL TRUSTEES OF SCHOOL  
DISTRICT NO. 57 (PRINCE GEORGE):

\_\_\_\_\_  
\_\_\_\_\_

LETTER OF UNDERSTANDING #5

BETWEEN: THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 57 (PRINCE GEORGE)

AND: CMAW L. 2106

-----

PROBATIONARY PERIOD EXTENSION-BENEFITS PARTICIPATION

It is mutually agreed between the parties that the negotiated extension of the probation period from 2 months to 5 months was to increase the amount of time to evaluate the employee's performance and was not put in place to affect enrolment of new employees in the Benefits Plan.

Therefore, participation in the Benefit Plan (Life Insurance, AD&D, LTD and Pension) will be as per the original intent of Article 15 Employee Benefits. Benefits commence the first day of the month following 60 days of service with the Board.

*Original Signed:*

Dated at Prince George, British Columbia this 24 day of January, 20 07.

SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 4991:

"Dave Sewell"

"P. Mike Finnegan"

SIGNED ON BEHALF OF THE  
SCHOOL TRUSTEES OF SCHOOL  
DISTRICT NO. 57 (PRINCE GEORGE):

"Cynthia Mangan"

"Rob Little"

LETTER OF UNDERSTANDING #7

BETWEEN: THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 57 (PRINCE GEORGE)

AND: CMAW Local 2106

-----  
Re: Article 13.01 Sick Leave

It is mutually agreed between the parties, with respect to Article 13.01 that the term "... Proof of  
Sickness ..." is interpreted as a note from a licensed medical practitioner.

Agreed on the 19th day of September, 20 07 by:

"Original Signed September 7, 2007"  
For the Union

"Original Signed September 7, 2007"  
For School District No. 57

"Original Signed September 7, 2007"  
For the Union

Original Signed September 7, 2007"  
For School District No. 57