

COLLECTIVE AGREEMENT

BETWEEN: THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION
ACCREDITED FOR AND REPRESENTING:

THE BOARD OF SCHOOL TRUSTEES - SCHOOL DISTRICT NO. 52 (PRINCE
RUPERT)

AND: INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 882-B

PREAMBLE

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

ARTICLE 1 - BOARD'S RIGHT

Sec. 1 **Management and Direction**

The management and the operation of, and the direction and promotion of the working forces is vested exclusively in the Board, except as modified elsewhere in this agreement.

Sec. 2 **Hiring and Discipline**

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

Sec. 3 **Supervisory Staff**

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

ARTICLE 2 – UNION RECOGNITION & SECURITY

Sec. 1 **Bargaining Authority**

The Board agrees that the bargaining authority of Local 882-B, as certified by the B.C. Labour Relations Board, shall not be impaired during the term of this collective agreement. The Board agrees that the only certification that it will recognize during the term of this Agreement is that of Local 882-B, unless ordered by due process of law to

recognize some other bargaining authority.

S.D. 52 (Prince Rupert) - It is agreed that the following are excluded from the bargaining unit: Secretary-Treasurer, Chief Accountant/Purchasing Agent, Accountant, Confidential Secretary to the Secretary-Treasurer, Confidential Secretary to the Superintendent of Schools.

Sec. 2 **Union Membership**

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

Sec. 3 **Check-Off**

- (a) All employees of the bargaining unit will as a condition of employment, sign check-off cards authorizing the Board to deduct from their earnings in each month, dues levied, and in the amount communicated to the Board by the Union from time to time. The Board shall remit the dues deducted pursuant to such assignment to the Financial Secretary of the Union not later than the 15th of the month following that in which such deductions are made, with a written statement of names of the employees for whom the deductions were made and the amount of each deduction.
- (b) In the case of a new employee, the deductions shall be made from his/her cheque covering the 15th to the end of the month pay period, and such deductions will be made upon the completion of employment for one full pay period.
- (c) At the time that income tax (T-4) slips are made available the Board shall type on the amount of union dues paid by each union member in the previous year.

Sec. 4 **Financial Responsibility**

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

Sec. 5 **Notification**

The Union shall be notified of all appointments, hirings, lay-offs, rehiring and terminations of employment with the month-end check off statement. The Union will supply the Board with the names of its officers. Likewise, the Board shall supply the Union with a list of its supervisory personnel.

Sec. 6 **New Employees**

The Board agrees to advise new employees that a Union Agreement is in effect, to

provide them with a copy of the Collective Agreement and to advise them of the name of their Union Steward. Every employee shall be notified of the name of his/her immediate designated supervisor(s).

Sec. 7

Strikes - Walkouts

- (a) All employees covered under this agreement shall have the right to refuse to cross or work behind a picket line. Any employee failing to report for duty for this reason shall be considered to be absent without pay.
- (b) Failure to cross a picket line encountered in carrying out Board business shall not be considered a violation of this agreement nor shall it be grounds for disciplinary action by the Board.
- (c) Employees covered under this agreement shall not be expected to carry out the duties of other employees engaged in a strike or locked out by the Board.

ARTICLE 3 - DEFINITION

Sec. 1 That for the purpose of this Agreement and unless the context otherwise requires:

Probationary employees shall be defined as a person who is serving a probationary period of sixty (60) calendar days, for a permanent appointment with the Board.

Sec. 2

- (a) Casual Employee - a person who works from time to time on an on-call basis, to perform specific short-term or occasional assignments. Assignments shall not exceed forty-five (45) calendar days.
- (b) Casual employees shall only be entitled to the provisions of this Agreement relating to wage rates, hours of work, rest periods, and those benefits to which they are entitled by virtue of Federal or Provincial Government statutes.
- (c) Temporary Employee - an employee who is hired or assigned to fill a specific work requirement which is anticipated to be of limited duration. However, a temporary employee with sixty (60) calendar days continuous service in the same position shall be considered as a "Regular" employee.

Sec. 3

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

Sec. 4

Maintenance staff shall include or mean, unless the context is more clearly specified or limited, Tradesmen, Storemen and other employees working under the Maintenance Department.

Sec. 5

Transportation staff shall mean and include persons employed by the Board to either drive, service or repair buses.

Sec. 6

Custodian staff shall mean and include unless the context is more clearly specified or limited, Custodians whether engaged part-time or full-time by the Board.

Sec. 7 Office staff shall mean and include persons employed by the Board to work in the Board Offices, Resource Centre or school offices.

ARTICLE 4 - HOURS OF WORK

Sec. 1 **General Staff**

- (a) The normal hours of work for the day shift maintenance employees shall be eight (8) consecutive hours per day, forty (40) hours per week inclusive of meal periods.
- (b) The normal hours of work for custodians at secondary schools in Prince Rupert shall be eight (8) hours per day, 40 hours per week inclusive of one half hour (1/2) period for a meal to be taken on the job.
- (c) The normal hours of work for custodians at elementary schools in Prince Rupert and Port Edward shall be up to 7.5 hours per day, 37.5 hours per week inclusive of one half hour (1/2) period for a meal to be taken on the job.
- (d) The normal hours of work for custodians in the Villages shall be up to eight (8) consecutive hours per day, forty (40) hours per week inclusive of a one half hour (1/2) period for a meal to be taken on the job.
- (e) The Board may choose to assign custodial work on weekends for clean up duties after weekend extra curricular events.
- (f) This section does not apply to bus drivers.

Sec. 2 **Clerical Staff**

- (a) The regular work week for all office personnel shall consist of five (5) consecutive work days of seven (7) hours each, exclusive of a meal period, from Monday to Friday inclusive.
- (b) The parties hereby agree that a letter shall be written by the Board no later than the 15th of May to the School Principals advising when secretaries will be required to report to work. Secretaries shall be available for work if requested by the Board before school opens or after school closes. School clerical staff will be consulted in the development of a clerical work plan for the next school year.

Sec. 3 **Work Week**

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

Sec. 4 **Rest Periods**

An employee shall be allowed a fifteen (15) minute paid rest period at the worksite in each of the first half and the second half of a full-time shift. An employee working less than a full-time shift shall have one paid rest period during each continuous three-and-one-half (3 1/2) or four (4) hours of regular working time.

Sec. 5

Definition of Shifts

| | | |
|-----------------|---|-------------------------|
| Day Shift | - | 7:00 a.m. to 3:59 p.m. |
| Afternoon Shift | - | 4:00 p.m. to 10:59 p.m. |
| Night Shift | - | 11:00 p.m. to 6:59 a.m. |

Any employee working the majority of that employee's regularly scheduled hours in a day within the shift shall be paid the appropriate shift differential for all regular hours worked that day.

Sec. 6

Noon Hour Supervision

- (a) Current employees shall have the option of the additional ~~hour of~~ work in accordance with seniority and with the provisions of Article 5 - Section 4(i). Current rate of pay and benefits shall apply.
- (b) Term of Employment - September to June.
- (c) Hours of Work - Up to one (1) hour.
- (d) Seniority (Casual)

Shall neither exercise seniority nor accumulate seniority. Casual employees shall be considered for regular employment if they are qualified.
- (e) Benefits (Casual) - Noon Hour Supervisors - Only Statutory

ARTICLE 5 - SENIORITY

Sec. 1

Principle

Seniority is the length of service that an employee has with the district. The application of seniority shall be on a district-wide basis, except in cases of lay-off, when seniority will apply provided the qualifications required for the position are possessed by the employee.

Sec. 2

New Employees - Probationary Period

New hired employees shall be hired on probation, the probation period to continue for sixty (60) calendar days, during which time he/she shall be considered a temporary worker only, and during this same period no seniority rights shall be recognized. After completion of the probationary period, seniority shall be effective from the original date of employment.

Sec. 3

Lay-Offs & Recall

- (a) Although the Board does not desire to reduce the work force or hours of work, it is recognized that circumstances may require such action.

Prior to any lay-offs or reduction in hours of work of regular employees exceeding thirty percent (30%) in any classification, the Board will consult with the Union through a Labour Management Liaison Meeting. Consultation may include discussion of options other than lay-offs or reduction in hours of work.

- (b) A layoff is defined as a reduction in the workforce. A reduction in the regular weekly hours exceeding thirty percent (30%) of their regular weekly hours shall also constitute a layoff.

This section does not apply to the elementary school custodian job classifications in Prince Rupert and Port Edward. For these classifications the following terms will apply:

A reduction of one hour or more shall constitute a lay-off and the lay-off bumping process of the Collective Agreement shall apply.

- (c) The Board agrees that in the event of a lay-off, regular employees shall, where practical, be laid off in order of their seniority. When it is necessary to rehire, employees shall be re-employed in the inverse order in which they were laid off. No new employees shall be hired to fill a vacancy until those laid off, who are qualified for the vacancy, have been given the right of first refusal for the position.

- (d) In the event of lay-offs, such lay-offs will be initiated within the Department first concerned, and the employees with the least seniority shall be the first laid off, provided however, that such employee laid off may exercise his/her seniority with another Department and provided he/she has the qualifications to undertake such work.

- (e) Lay-off notice shall be in accordance with the Employment Standards Act as follows:

| | | |
|--------|---|-----------------|
| [i] | after three consecutive months of employment | one (1) week |
| [ii] | after twelve consecutive months of employment | two (2) weeks |
| [iii] | after three consecutive years of employment | three (3) weeks |
| [iv] | after four consecutive years of employment | four (4) weeks |
| [v] | after five consecutive years of employment | five (5) weeks |
| [vi] | after six consecutive years of employment | six (6) weeks |
| [vii] | after seven consecutive years of employment | seven (7) weeks |
| [viii] | after eight or more consecutive years of —employment | eight (8) weeks |

- (f) A regular employee, if qualified, may exercise his/her seniority rights to bump bargaining-unit-wide to the equivalent or lower classification. An employee entitled to bump in accordance with this Article shall advise the Secretary-Treasurer of his/her intention, in writing, of which position they wish to bump into within seven (7) calendar days.
- (g) Employees in Category No. 1 cannot bump employees in Category No. 2, unless

they have completed the approved courses or work unsupervised as per Addendum No. 1 - Page 3.

- (h) If an employee has been bumped or his/her position has been eliminated and the position from which he/she has been bumped or eliminated comes open or is reinstated within seventy-five (75) calendar days from the time of being bumped or eliminated, then that employee has the right of first refusal to revert to his/her former position. An employee wishing to exercise this option shall advise the Secretary-Treasurer of his/her intentions with seven (7) calendar days.
- (i) Employees laid off shall receive their final pay and record of employment in accordance with the Employment Standards Act and EI requirements.

Sec. 4

Job Postings

- (a) In the event of a vacancy occurring in any classification covered by this agreement, or in the event of a new position being created, notice thereof shall be posted for ten (10) calendar days and a copy shall be mailed to the Secretary of the Union. Such postings and notice shall contain the following information: nature of the position, required ability, hours of work and wage rate or salary range, and the closing date for accepting applications. Applications must be made in writing. The Union shall be advised in writing of the name(s) of the successful applicant(s) within ten (10) calendar days following his/her or her appointment.

This Sub-Section shall not apply to vacancies that will be filled in accordance with Sub-Sections (f) and (g) below or for casual work assignments.

- (b) The Board agrees that seniority shall govern in all cases of promotions and demotions when the qualifications and ability of the employees concerned, in the opinion of the Board, are equal. The Board shall determine qualifications and ability, in a fair and equitable manner.
- (c) [i] If the successful applicant is a regular employee he/she shall be placed on trial for a period of forty-five (45) calendar days. Conditional on satisfactory service, such trial promotion shall become permanent after the period of forty-five (45) calendar days.
- (c) [ii] If the successful applicant has previously completed a trial period for the position applied for they shall be placed on a fifteen (15) calendar day reorientation period. Conditional on satisfactory service, such reorientation period shall become permanent after the period of fifteen (15) calendar days.
- (c) [iii] In the event that the successful applicant proves unsatisfactory in the position, or in the event the successful applicant chooses not to remain in the position and advises the employer by letter that he/she wishes to be returned to his/her previous position at the prevailing rate without loss of seniority, then the employee will be returned to his/her former position and any other employees promoted or transferred because of the rearrangement of position may also be returned to

their former position.

If the employee has advised the employer of his/her decision to return to his/her former position, the return to the former position will occur within fifteen (15) calendar days of the date of receipt of a letter from the employee.

- (c) [iv] Employees shall be notified in writing by the Secretary-Treasurer if their trial period was successful or unsuccessful.
- (d) Vacancies occurring in July and August will not be permanently assigned until after school commences in September.
- (e) Regular part-time and temporary employees who want to increase their hours or gain full-time employment by accepting a temporary position shall submit their name to the Secretary-Treasurer by the last day of each month. A Temporary Pool List will be maintained on a monthly basis by seniority of regular part-time and temporary employees.
- (f) Temporary positions of an anticipated duration of more than forty-five (45) calendar days but less than seventy-five (75) calendar days shall be offered to employees on the list in order to allow them to increase their hours or gain full employment.
- (g) When a temporary vacancy exceeds seventy-five (75) calendar days the position shall be posted and the one subsequent vacancy shall also be posted. Any further vacancy shall be filled from the Temporary Pool List.
- (h) It is understood that the temporary positions in Article (f) and (g) shall be offered to the employee who has the greatest seniority and has the required qualifications for the temporary position. Following the temporary appointment, the employee shall revert back to his/her former position.
- (i) Regular part-time and temporary employees who combine positions to increase their hours of work shall only be allowed to combine hours:
 - (a) that do not conflict with the normal day-to-day operation of the school, classroom, and/or worksite;
 - (b) up to the normal maximum work day/work week hours.
- (j) Calendar days for the purpose of this section (Section 4) shall not include days off for the Christmas Break or Spring Break.
- (k) Job postings will be mailed to employees on leave of absence, layoff, and short term disability. Employees who are on WCB or LTD will be asked if they want to receive postings.

Sec. 5

Loss of Seniority

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

- (a) discharge for cause and not being reinstated;

- (b) his/her resignation;
- (c) absence from work in excess of three (3) working days without notifying the Board Office unless such notice was not reasonably possible;
- (d) after a lay-off, failing to return to work within seven (7) calendar days, after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Board Office informed of his/her current address;
- (e) being laid off for a period of twelve (12) months.

Sec. 6 **No Loss of Seniority**

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

Sec. 7 **Seniority List**

The Board shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the secretary of the Union, secretary of each school and all shop stewards in January, May and September of each year.

ARTICLE 6 - WAGES

Sec. 1 **Pay Dates**

The Board shall pay salaries and wages bi-weekly, in accordance with the Wage Schedules attached hereto and forming part of this agreement.

All overtime earned shall be paid bi-weekly or as per Section 3(e). Employees shall be classified as per the Wage Schedules attached hereto and forming part of this agreement.

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

Employees working a bi-weekly pay period will have one week banked in each pay period. This week will be paid in each subsequent pay period. The employee's final banked week will be paid within one week of termination or lay-off.

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

When duties in any classification are substantially changed, or when a new position is created the District shall notify the Union prior to the time the new positions are posted or changed. The rate of pay shall be subject to negotiation between the Board and the Union. If the parties are unable to agree as to the classification and/or rate of pay of the job in question, such dispute shall be submitted to arbitration in accordance with Article 12

of this agreement. The new rate shall become retroactive to the time the position was first filled by an employee.

Sec. 3

Overtime Entitlement

- (a) For all overtime worked as hereinafter defined, all employees covered under the Wage Schedules of this Agreement shall be paid as follows:
 - [i] All time worked over eight (8) hours or seven (7) hours per day, or forty (40) hours or thirty-five (35) hours per week (whichever is applicable), shall be paid for at double (2) the regular rate until the commencement of the employee's next scheduled shift.
 - [ii] For all time worked on a Saturday or Sunday, or where shift work is in _____ effect, on those days constituting the employee's rest days in lieu of _____ Saturday or Sunday, double (2) the regular rate shall be paid.
 - [iii] Should an employee be required to work on a statutory holiday, the employee shall receive 2 times pay in addition to holiday pay.
 - [iv] Employees shall have the option to accumulate overtime and call time. All overtime shall be converted to straight time off at the regular rate of pay (in periods of not less than one (1) scheduled day and taken at a time mutually agreed upon).
 - [v] Employees shall have the option to request a payout of banked overtime upon providing the Secretary-Treasurer with two (2) weeks written notice prior to a regular pay period. Such payments will be made on a regular pay period.

Sec. 4

Where No Work is Available

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

A part-time or casual employee starting work in a day and being sent home before he/she has completed four (4) hours work shall be paid for four (4) hours at his/her regular rate of pay proportional to the percentage of hours worked to full-time or thirty (30) minutes, whichever is greater. In the event that an employee reports for work, but is sent home before commencing work, he/she shall be paid for two (2) hours at the regular rate of pay proportional to the percentage of hours worked full-time or thirty (30) minutes whichever is greater, unless he/she was advised by the Board not to report to work.

Examples:

An employee who regularly works five (5) hours per day would receive 5/7ths of four hours if they commenced work.

5/7ths of 4 hours = 2.86 hours (rounded)

An employee who regularly works five (5) hours per day would receive 5/7ths of two hours if they were sent home before commencing work, unless he/she worked more than thirty minutes prior to being sent home.

5/7ths of 2 hours = 1.43 (rounded)

Sec. 5 **Call Out**

An employee called and required to work outside his/her regular working hours shall be paid for a minimum of two (2) hours, at his/her regular rate plus overtime rates for time worked.

An employee who is on a rotating monthly call out will be paid \$100.00 per month for being on standby.

Sec. 6 **Assignments & Substitutes**

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

Sec. 7 **Shift Differential**

Shift differential to be paid for all statutory holidays, when worked.

ARTICLE 7 - VACATIONS AND STATUTORY HOLIDAYS

Sec. 1 **Entitlement**

- (a) Annual vacations will be granted as follows:
 - (i) Employees who have not completed one year of continuous service: one work day for each completed month of service, to a maximum of ten (10) work days with pay or four percent (4%) of earnings.
 - (ii) Employees in their second (2nd) year of employment but less than five (5) years continuous service, fifteen (15) work days with pay based on the employee's gross annual earnings or six percent (6%) of earnings, whichever is greater.
 - (iii) Employees with five (5) or more years but less than twelve (12) years continuous service, twenty (20) work days with pay based on the employee's gross annual earnings or eight percent (8%) of earnings, whichever is greater.
 - (iv) Employees with twelve (12) or more years but less than twenty (20) years continuous service, twenty-five (25) work days with pay based on the

employee's gross annual earnings or ten percent (10%) of earnings, whichever is greater.

- (v) Employees with twenty (20) or more years of continuous service, thirty (30) work days with pay based on the employee's gross annual earnings or twelve percent (12%) of earnings, whichever is greater.

(b) Part-Time Employees

For the purpose of determining vacation entitlement or vacation pay for regular part-time employees, ten (10) months employment shall be considered to be equal to a year's service. Regular part-time employees shall receive vacation pay on the basis of 4%, 6%, 8%, 10% or 12% of their gross earnings upon qualifying for vacation pay based on their years of service as detailed in this Article, Section 1.

- (c) Any annual vacation payment determined by the percentage top up formula shall be paid to the employee on the last pay period payment date in July of each year.
- (d) Earned vacation pay will be shown on bi-weekly pay statements. Twelve month employees will have vacation pay reported in days earned. All other employees will have vacation pay reported as a dollar amount.

Note 1 For the purpose of this Section, entitlement to vacation shall be based upon the employee's anniversary date of employment.

Sec. 2 **Vacation Period**

- (a) Vacations shall be taken at a time most convenient to the operation of the school district and where practical, at least two weeks will be granted during the months of July and August, or at a mutually acceptable time arranged between the Board and the employee. In the event of conflicting vacation date preferences, the choice shall be determined in accordance with seniority.
- (b) 10 month employees (other than school secretaries) will be paid vacation pay for all working days, not worked, during the Christmas Break and Spring Break, subject to sufficient accumulated vacation pay entitlement. All unused vacation pay entitlement will be paid out on the last pay period payment date in May of each year.
- (c) School secretaries will be paid vacation pay for all working days, not worked, during the Christmas Break and Spring Break, subject to sufficient accumulated vacation pay entitlement. All unused vacation pay entitlement will be paid out on the last pay period payment date in May of each year.

Sec. 3 **Pay Procedures**

Employees shall receive on the last office day preceding commencement of their annual vacation any monies which may fall due during the period of their vacation if requested by

the employee at least two weeks prior to commencement of the vacation.

Sec. 4 **Leaving Board Service**

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

Sec. 5 **Statutory Holiday**

- (a) Employees shall be entitled to a holiday with pay at their regular rate for each of the statutory holidays hereinafter set forth:

| | | |
|----------------|------------------|-----------------|
| New Year's Day | Dominion Day | Remembrance Day |
| Good Friday | B.C. Day | Christmas Day |
| Easter Monday | Labour Day | Boxing Day |
| Victoria Day | Thanksgiving Day | |

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

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

- (b) When any of the above mentioned holidays fall on an employee's scheduled day off, or is observed during an employee's vacation period, the employee shall receive another day off with pay at a mutually agreed upon time between the employee and the Board.
- (c) Ten month employees are entitled to receive statutory holidays falling within their period of employment. Regular part-time employees shall be paid for statutory holidays on the basis of their hours relative to a full-time employee.

ARTICLE 8 - LEAVES OF ABSENCE

Sec. 1 **Sick Leave**

- (a) "Sick Leave" means the period of time a regular employee is permitted to be absent from work with or without pay, by virtue of sickness, unavoidable quarantine, or accident for which compensation is not payable under the Workers' Compensation Act.
- (b) Sick leave shall be granted to regular employees on the following basis:
- Eight (8) days sick leave will be available for all employees subject to a payback on a pro rata basis if unearned.
- Nine (9) days sick leave will be available to 12 month employees subject to a payback on a pro rata basis if unearned.

Sick leave days may be used to Top Up sick leave payment for weekly indemnity to 85% of usual wages out of the annual sick leave days allowable.

- (c) Regular part-time employees shall receive sick benefits on a pro rata basis proportional to hours worked relative to a full-time employee.
- (d) Remuneration for the sick leave payable under parts (b) and (c) above shall be at one hundred (100) percent of the employee's regular daily pay.
- (e) Leave without pay of one year because of illness may be granted to an employee who does not qualify for sick leave with pay, or who is unable to return to work at the termination of the period for which sick leave with pay is granted. At the end of one year, an extension may be granted by the Board.
- (f) When an employee is granted leave of absence without pay for any reason, or is laid off on account of lack of work and returns to the service of the board upon expiration of such leave of absence, he/she shall not receive sick leave credit for the period of such absence, but shall retain his/her cumulative credit, if any, existing at the time of such lay-off.
- (g) An employee prevented from performing his/her regular work with the Board on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Act, shall receive from the Board the difference between the amount payable by the Workers' Compensation Board and his/her regular salary. Such difference shall be deducted from the employee's accumulated sick leave, provided the employee has such benefits to his/her credit. Should the employee have no sick leave to his/her credit, then he/she shall only be entitled to the amount paid by the Workers' Compensation Board.
- (h) An employee may be required to produce a certificate from a duly qualified medical practitioner for any illness in excess of three (3) days. Where an employee has taken uncertified sick leave in excess of seven (7) days in a period of twelve (12) months, the employee may be required to produce a medical certificate for any subsequent illness. If there is a cost for obtaining the medical certificate the cost shall be borne by the Board if requested.
- (i) A record of all unused sick leave will be kept by the Board. An employee is to be advised on application of the amount of sick leave accrued to his/her credit.
- (j) When an employee becomes ill while on annual vacation, sick time will not count as part of the vacation. Illness must be substantiated by a doctor's certificate if requested by the Board.
- (k) (i) An employee entitled to sick leave under this Article, shall receive, upon termination of employment, the following percentum of his/her unused accumulated sick leave after a minimum of ten (10) years continuous service:
 - 25% of unexpended sick leave after 10 years of service;
 - 40% of unexpended sick leave after 15 years of service;
 - 60% of unexpended sick leave after 20 years of service.

- (ii) Sick leave accumulated pursuant to this part shall be frozen at the entitlements established on December 31, 1987.
- (iii) Employees with less than ten (10) years of service on January 1, 1988 shall be entitled to the provisions of part (ii) above on completion of the required periods of service except that payout shall only be paid on termination after age 55 or on layoff.
- (iv) Sick days accumulated and vested in accordance with part (ii) may be used to top up or supplement the one hundred (100) percent pay under part (d) and Weekly Indemnity Plan under part (l), on the request on the employee.
- (l) Eligible regular employees shall be covered by an Employer paid Weekly Indemnity Plan upon completion of the probationary period. The Plan provides remuneration for a period commencing on the fourth day of illness or first day of accident and extending to twenty-six (26) weeks, subject to Carrier limitations.
- (m) Eligible regular employees shall be covered by an employee paid Long Term Disability Plan upon completion of the probationary period. The Plan provides for 66 2/3% pay (non-taxable) upon conclusion of the Weekly Indemnity Plan and extending to age sixty-five (65) subject to Carrier limitations.
- (n) Superannuation continues to be shared by the Employer and employee during the Wage Indemnity period and paid by the Superannuation Commission during the Long Term Disability period. Eligible employees will receive a pension based upon salary increases indexed to the Consumer Price Index for the L.T.D. period through to age sixty-five (65) through the Superannuation Commission.

Sec. 2

Union Business

- (a) The Board agrees to grant time off without pay during any working day to officers of the Union in the employ of the Board for Union business.
- (b) The Board agrees that time spent in settling grievances during the regular working hours, pursuant to Article 12 hereof by Union Stewards, shall be considered as time worked and paid at regular rates of pay.
- (c) In order that the work of the Board shall not be unreasonably interrupted, no Steward shall leave his/her work without obtaining permission of his/her supervisor, which permission shall not be unduly withheld.
- (d) Bargaining representatives in the employ of each district shall have the privilege of attending collective bargaining meetings with the Board if held during regular working hours, without loss of remuneration. The Union agrees to notify the Board of each of the names of such employees, whose number, for the purpose of this section, shall not exceed a total of four (4) employees at any one time.
- (e) Bargaining unit employees appointed by the Board to represent the Board on

Community and/or City Committees will not suffer a loss of remuneration for attending meetings held during the employee's regular working hours.

Sec. 3 **Bereavement**

Leave up to five (5) days shall be granted with pay on request of the employee in the event of death and/or serious illness of a parent, wife, husband, brother, sister, child, grandparent, mother-in-law, father-in-law, step parent, common-law spouse, step child, step grandparent, sister-in-law and brother-in-law. The Board shall give reasonable consideration to special requests regarding persons outside the immediate family or extended time under special circumstances and any time approved shall be taken as either vacation or leave without pay.

Any further bereavement leave will be considered by the Employer under Article 8 Section 15 - General Leave.

Sec. 4 **Jury Duty**

The ~~School District Board~~ shall ~~continue to pay to pay an employees their regular daily pay if the employee is called upon to perform jury duty or to appear as a subpoenaed witness at either a coroner's inquest or a criminal court.~~

~~The employee shall turn over to the School District any funds received for performing jury duty or appearing as a crown witness.~~

~~Subpoenaed employees who await jury duty are not expected to work their afternoon shift if selection has not been made by noon.~~

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

~~Jurors will receive pay for days Court is in session. Subpoenaed employees who await juror selection are not expected to work their afternoon shift if selection has not been made by noon.~~

Sec. 5 **Pregnancy Leave**

1. The Board will grant Unpaid Pregnancy Leave. Pregnancy leave shall be the greater of 17 weeks or the number of weeks allowed pursuant to the British Columbia Employment Standards Act.
2. Unless medical conditions do not permit, the Board shall be given two (2) weeks notice of the commencement of such leave.
3. The Employee shall notify the Board at least three (3) weeks prior to returning to the job.
4. Supplemental Employment Benefits on Pregnancy Leave
 - (a) When a pregnant employee takes a maternity leave to which she is entitled pursuant to the Employment Standards Act, the Board shall pay

the employee 95% of her current salary for the first and second weeks of her leave.

(b) Upon ratification, a top up to 95% of current salary for the third through twelfth weeks of her leave will be paid.

(c) Upon presentation of an EI benefit statement, the employee will be paid according to established pay cutoffs and schedules.

5. The Board agrees to enter into the Supplementary Unemployment Benefit (SUB) Plan agreement in respect of such maternity payment.

Sec. 6

Parental Leave

a) The Board will grant Unpaid Parental Leave. Unpaid Parental Leave shall be the greater of 37 weeks or the number of weeks allowed pursuant to the British Columbia Employment Standards Act. Parental Leave will be granted pursuant to the British Columbia Employment Standards Act.

b) The Board will continue to provide coverage for all employees benefits plans, provided the employee pays the premiums.

c) The employee shall notify the Board at least four (4) weeks prior to wishing to return to work. The Board shall endeavour to place the employee at a job equivalent to the position held at the commencement of the leave. Where this is not possible, the Board will place the employee in a job consistent with her qualifications and seniority that is acceptable to the employee.

d) In the event that the mother should die before or following the birth of the child or she becomes disabled and a male employee qualifies for benefits under the Employment Insurance Act (spousal maternity benefits) the provisions of the Article shall, upon request, be granted to him.

Sec. 7

Paternity Leave

On the birth of his child, a male employee may apply for and shall be granted paternity leave with pay up to two (2) days. In the event of birth complications affecting either the mother or child the leave may be extended up to a further five (5) days with or without pay upon the prior approval of the Secretary-Treasurer.

Sec. 8

Adoption Leave

a) Adoption leave of four (4) days with pay will be granted an employee who is adopting a dependent child. If both adopting parents are employees, each is entitled to this four (4) day leave with pay.

b) The Board will grant Unpaid Adoption Leave. Unpaid Adoption Leave shall be the greater of 37 weeks or the number of weeks allowed pursuant to the British Columbia Employment Standards Act.

c) Should adoption leave be taken, the employee shall be eligible to receive

payment for such leave up to a maximum of ten (10) days pay at 95% of full salary.

- d) Adoption leave does not cover the formalization of guardianship for dependent children of a bonded family.

Sec. 9

Parenthood Leave

- (a) "Parenting" is fulfilling the role of principal care-giver to the dependent child/children in the home or institution if the child is institutionalized.
- (b) _____ (b) _____ "Parenthood Leave" will be considered for any employee who has served _____ continuously in the district for at least three (3) years prior to the school year in _____ which the leave is to commence. The Board shall grant such requests within the _____ limits of the following procedures.
- (c) Requests for such leave must reach the office of the Secretary-Treasurer by March 1st for leave commencing July 1st or by October 1st for leave commencing January 1st. The request for leave shall set out the period of leave requested and the employee's preferred return date, September 1st or January 1st.
- (d) An employee who is on Parenthood Leave and who accepts employment elsewhere shall be deemed to have resigned from this district effective the date of commencement of the new position.
- (e) Employees on Parenthood Leave may accept temporary assignments in School District No. 52 if no other acceptable temporary employee is available.
- (f) Employees on Parenthood Leave must formally notify the Secretary-Treasurer by March 15th/October 15th in the school year in which the leave terminates regarding their intention to resume work in the district on September 1st/January 1st. Failure to give such notification shall be construed as notice of resignation, effective June 30th/December 31st immediately following that March 15th/October 15th.
- (g) If both parents are employees covered by this agreement, only one parent is eligible for the leave at any one time. Neither is it the intent of this leave that one parent may be on Parenthood Leave while the other is on Long Term Maternity Leave.
- (h) An employee who is on a Long Term Maternity Leave may also request Parenthood Leave but the combined leaves must not exceed thirty (30) continuous working months and the employee must return to work on the first day of a school term (as defined by the School Act).
- (i) An employee returning to work from Parenthood Leave shall be assigned to a position equivalent to that previously held.
- (j) The number of employees on Parenthood Leave at any one time shall not exceed 5% of the current F.T.E. employees covered by this agreement.

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- (k) Notwithstanding the foregoing return dates and provisions, an employee may return to work at an earlier date at the Secretary-Treasurer's discretion. In such an instance the Board is not bound to offer the employee a position equivalent to that previously held. The position offered will be governed by the positions available at that time.
- (l) Employees granted Parenthood Leave may make arrangements to continue their fringe benefit package at their own expense.

Sec. 10

Personal/Discretionary Leave

An employee with one (1) year of continuous service shall be entitled to five (5) days discretionary leave without pay, annually.

Leave of absence without pay will be granted to a maximum of five (5) days per year at the request of an employee in writing, for personal reasons, subject to the availability of a suitable substitute.

This leave may, at the discretion of the Secretary Treasurer, be used to extend regular vacation periods, provided that the leave request is received four (4) weeks prior to the start of the leave.

Sec. 11

Medical Care Leave

- (a) When medical services and/or medical facilities are not available in the community of residence or work, an employee or his/her dependents may be referred by a doctor or dentist to a medical practitioner or medical facility in another municipality.

When such referrals are made and the appointment cannot be scheduled in a way that avoids disruption of work or vacation, the employee shall be allowed paid leave of absence of up to three (3) days in order to attend or to accompany dependents if medically required. Proof of need for such medical leave is required. Additional leave shall be deducted from the employee's sick leave bank on request. In the event the employee has no sick leave to his/her credit, the leave shall be without pay.

- (b) **Medical/Dental Appointments**

Provided that medical or dental care is required and appointments are not available outside of the employee's normal working hours an employee shall be granted time off with pay, subject to the Supervisor's approval and the submission of a leave of absence form. Time off will be charged against accumulated sick leave if the absence is beyond 2 hours. The Board may request proof of an employee's attendance at a specific medical or dental appointment.

Sec. 12

Video Display Terminals

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

Sec. 13 **Illness of a Family Member**

Leave of absence with pay shall be granted to a maximum of five (5) days per school year to enable an employee to care for their spouse, children or a family member of his/her household who has become ill. A doctor's certificate may be required.

Sec. 14 **Time Off to Attend a Funeral**

At the discretion of the supervisor an employee shall be granted leave of absence with pay for up to half (1/2) a day to attend a funeral of a close friend or relative not defined in Section 3. A leave of absence form must be completed by the employee, signed by the appropriate supervisor and submitted to the Secretary-Treasurer.

Sec. 15 **General Leave**

The Secretary-Treasurer may, upon receiving a written request, grant leave of absence with or without pay and without loss of seniority to a regular employee requesting such leave for good and sufficient cause. When the leave of absence is for a period of up to one year the employee will be returned to his/her normal position on completion of the leave. When the leave of absence is for a period of more than one year the employee shall, on his/her return, be placed in a position equivalent to the position previously held.

ARTICLE 9 - EMPLOYEE BENEFITS

Sec. 1 **Pension**

- (a) All eligible employees covered by the Agreement shall participate in and be covered by the provisions of the Pension (Municipal) Act.
- (b) The minimum retirement and maximum retirement age shall be as defined in the Pension (Municipal) Act.

(Note: The current minimum retirement age is sixty-five (65) and the current maximum retirement age is seventy (70).

Sec. 2 **Medical Coverage**

- (a) Employees who have completed their probationary period may participate in the mutually approved Medical Plan and in the Extended Health Benefit Plan offered by the Medical Plan. The costs of the premium payments shall be shared 75% by the Board and 25% by the employee. Eyeglass option at \$200 per 24 months. Hearing aid option at \$1,500.00 per twenty-four (24) months when prescribed by a Certified Ear, Nose and Throat Specialist or supplied by a recognized Audiologist on the recommendation of a Physician or Surgeon.
- (b) A Medical Travel Plan on a premium shared basis of 50/50.

Sec. 3 **Group Life Insurance**

All eligible regular employees, who have completed their probationary period will, as a condition of employment, be covered under the terms and conditions of the Group Life Insurance Plan or equivalent at two times salary. The cost of the premium payments shall be shared 75% by the Board and 25% by the employee.

The Board shall continue to provide medical, extended health and dental benefits to the dependents of the deceased employee for the period of four (4) months following the death of the employee. The dependents shall be notified in writing of the terms of this provision when severance and other benefits are paid.

Sec. 4 **Dental Plan**

Regular employees, who have completed their probationary period, may participate in a mutually approved Dental Plan. The costs of the premium payments shall be shared 75% by the Board and 25% by the employee. The plan will include Part C Orthodontic at 50% co-insurance. The orthodontic maximum limit is \$2,000.00/lifetime per insured person.

Sec. 5 **Changes to Carriers**

The Board shall notify the Union prior to making any changes to the carriers of the employee benefit package. Changes shall only be made by mutual agreement.

ARTICLE 10 - GENERAL

Sec. 1 **Courses of Instruction**

- (a) The Board agrees to pay the full cost of any course of instruction required and approved by the Board for any employee to better qualify the employee to perform his/her job. Such payment shall be made upon the successful completion of the course.

The Board shall provide an adequate training and/or familiarization period for new employees and in cases of new technology.

- (b) The Union has established an Education Fund for all IUOE members of School District No. 52. The Union has allocated \$0.01/hour worked for each member of School District No. 52 which will be contributed to the Education Fund. The cap on the fund is \$5,000.00.

The School District will also match the Union's contribution which will be retroactive to the month of June, 1994. The employer's contribution to be capped at \$5,000.00.

_____ A four (4) person Joint Committee consisting of two (2) representatives of the Union and two (2) representatives of the Board will be formed to mutually agree on the distribution criteria for the Education Fund.

Sec. 2 **Clothing and Footwear**

The Board shall provide and clean all protective clothing, coveralls and gloves as required. Employees when instructed to wear safety footwear by management will have the cost shared 80/20 with the Board.

The employer will provide lab coats to Lab Assistants at the secondary schools and

raingear and/or umbrellas for Noon Hour Supervision Assistants.

The employer will provide an annual allowance of \$30.00 per school year for the purchase of swimwear for childcare workers who are regularly assigned to and accompany students, enrolled in the School District swimming program, into the pool.

Sec. 3 **Disciplinary Notice**

- (a) Except in cases of dismissal for cause, notice of termination may be given to regular employees only after the employee has received a written warning setting forth reasons for dissatisfaction with the employee's services. Such warning must provide for at least a two week period for the employee to show satisfactory improvement and copies of all such warnings shall be forwarded to the Union.
- (b) Written warnings shall be copied to the Union and shall not be a part of the employee's file without their knowledge.
- (c) Where a letter of warning to an employee is placed on file as a consequence of progressive disciplinary action, and where there has been no recurrence of the cause of that progressive disciplinary action, then the letter of warning shall be removed two (2) years after the filing. Letters not removed from an employee's file in accordance with this clause shall be deemed null and void.

Sec. 4 **Technological Change**

Should any displacement of staff be indicated as the result of technological change, the Board and the Union will meet and discuss the possibility of employing displaced employees in some other capacity, three (3) months prior to the implementation of such change. In the event that a regular employee is displaced, he/she shall be offered an opportunity to 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 (12) months. Any employee placed in a lower rated position as a result of mechanization, shall not have his/her wages reduced; but shall continue to receive his/her old rate until such time as the agreement rate for his/her new position is equal to his/her actual rate of pay.

Any employee whose services are terminated by the Board because of technological change shall be entitled to severance pay equivalent to one (1) week's pay for each year of service.

Sec. 5 **General**

Wherever the singular of the masculine is used in this agreement, it shall be deemed to include the plural or the feminine or the body politic or corporate, as the case may require.

Sec. 6 **Labour Management Liaison Meetings**

The Board or the Union may request a joint meeting to discuss matters of mutual interest

regarding the interpretation of this Agreement, matters of safety, etc. The Union representatives shall be the Shop Stewards elect and they shall be entitled to attend such meetings without loss of pay.

Sec. 7 **Mileage Allowance**

In addition to insurance coverage employees who are required to use their personal vehicles in order to carry out their regular duties or other Board business shall be reimbursed at the rate prescribed by Board policy. This includes travel between work-sites as required on a regular basis, if such travel is stipulated as a condition of employment.

Sec. 8 **Vandalism Compensation - Employees' Motor Vehicles**

The Board will pay up to one hundred dollars (\$100.00) of the deductible portion for insurance claims on employees' vehicles which have been damaged through vandalism at a school or approved school function.

Before payment is made, the employee shall provide the Board with the monthly RCMP File Number for the incident and demonstrate that repairs have been carried out.

Sec. 9 **First Aid**

- (a) The Board shall reimburse Union members for approved course fees charged against the acquisition/renewal of a first aid certificate including Industrial First Aid upon successful completion of the course. It is the responsibility of the Union member to apply for this benefit and provide proof of payment and successful completion.
- (b) An employee holding a valid first aid certificate and acting as a designated first aid attendant shall be paid an allowance of \$50.00 per month.

Sec. 10 **Sexual Harassment**

The Board and the Union recognize the right of all employees to work in an environment free from sexual harassment.

Sec. 11 **No Discrimination**

The Board agrees that there shall be no discrimination exercised or practised with respect to any employee in the administration of this Collective Agreement by reason of age, race, creed, colour, ancestry, natural origin, religion, political affiliation or activity, sex, marital or parental status, nor by reason of his/her membership in the Union.

Sec. 12 **Hearing Medical Checks**

The Board shall arrange for and pay for necessary Hearing Medical checks not covered by MSP or WCB.

Sec. 13 **Pay Equity**

A Joint Committee shall be formed to study pay equity and provided that there is

~~Government funding for pay equity and subject to any applicable legislation, implement a mutually agreed upon Pay Equity Plan effective July 1, 1993. The parties agree that if the time outlined is insufficient to complete the process adequately, the time line will be extended.~~

Sec. 134

Credits for Pay Category 2

Teacher Assistants or Childcare Workers who complete three (3) approved courses equal to nine (9) credits will qualify for pay category 2.

The courses must be approved by the Director of Instruction or the Secretary-Treasurer before commencing the courses.

Sec. 145

In-Service Training

The Board agrees to provide an in-service training seminar on a minimum of one (1) day per school year designated as a professional development day for I.U.O.E. employees. The date and agenda shall be subject to the approval of the Director of Instruction and/or the Secretary-Treasurer. For purposes of attendance and pay, the day shall be treated as a regular work day.

A Joint Committee representing management and the union will be formed to organize and arrange in-service training for employees to cover additional days, if any, when students are not in school. The program must be approved by the Director of Instruction and/or the Secretary-Treasurer.

ARTICLE 11 - GRIEVANCE PROCEDURE

Sec. 1

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

Step 1

Such difference or grievance shall first be reduced to writing and taken up by the employee or a representative of the Union with the employee's supervisor. At each step of the grievance procedure the grievor shall have the right to be present.

Step 2

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

Step 3

Failing settlement within five (5) working days, such grievance shall be referred to a grievance committee comprised of two (2) members of the Union and two (2) representatives of the Board. The committee shall, if it so desires, have its advisors in attendance. Failing settlement within ten (10) days by the committee the matter shall be

promptly referred to and dealt with by arbitration as set forth in Article 12.

Sec. 2 If a dispute is not submitted within thirty (30) calendar days after the occurrence of the act or decision giving rise to the dispute, then the dispute shall be deemed to be abandoned, and all rights of recourse to the dispute procedure shall be at an end.

Sec. 3 Grievances and replies to grievances shall be in writing at all stages, and grievances settled satisfactorily within the time allowed shall date from the time that the grievance was filed.

Sec. 4 Time Limit

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

ARTICLE 12 - ARBITRATION PROCEDURE

Sec. 1 When either party requests that a grievance be submitted to arbitration, the request shall be made in writing, addressed to the other party of the agreement. Within five (5) days thereafter, each party shall name an arbitrator to an arbitration board and notify the other party of the name and address of its appointee. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairman within five (5) days, the appointment shall be made by the Minister of Labour upon request of either party.

Sec. 2 The arbitration board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it. The arbitration board shall endeavour to commence its proceedings within forty-eight (48) hours after the chairman is appointed. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the chairman is appointed. The decision of the majority shall be the decision of the board of arbitration.

Sec. 3 The decision of the board of arbitration shall be final and binding on all parties, but in no event shall the board of arbitration have the power to alter, modify or amend this Agreement in any respect. Should the parties disagree as to the meaning of the decision, either party may apply to the chairman of the board to reconvene the board of arbitration to clarify the decision, which it shall do within three (3) days.

Sec. 4 Each party shall pay:

- (a) the fees and expenses of the arbitrator it appoints;
- (b) one-half the fees and expenses of the chairman.

Sec. 5 The time limits fixed in both the grievance and arbitration procedures may be extended by mutual consent of the parties to this Agreement.

Sec. 6 At any stage of the grievance or arbitration procedures, the parties may have the assistance of the employee(s) concerned as witnesses, and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or arbitrator(s) to have access to any part of the Board's premises to view the working conditions which may be relevant to the settlement of the grievance.

Sec. 7 Sole Arbitrator

Upon mutual agreement the parties may use a sole arbitrator. Failing agreement on a sole arbitrator, the provisions of the three (3) person board shall apply.

Sec. 8 Witnesses

At any stage of the grievance or arbitration procedure the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

Sec. 9 Employee Protection

No employee shall suffer any form of discipline or discrimination as a result of having filed a grievance or having taken part in any proceedings under this article.

Sec. 10 Industry Troubleshooter

Share of cost of 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, Stephen Kelleher, 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 30 days of the date of receipt of the request and, for those 30 days from that date, time does not run in respect of the grievance procedure the Minister of Finance and Corporate Relations, on the Minister's requisition, shall pay out of the consolidated revenue fund 1/3 of the cost incurred by the parties for payment of reasonable remuneration, travelling and out of pocket expenses of the person named or his or her substitute.

ARTICLE 13 - CONTRACTING OUT

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

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

ARTICLE 14 - DURATION OF AGREEMENT

_____This Collective Agreement shall be in full force and effect from and including **July 1, 2006**, to and including **June 30, 2010**, and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this Collective Agreement within four (4) months immediately preceding June 30, 2010, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of this Collective Agreement or a new Collective Agreement.

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

IN WITNESS WHEREOF THE PARTIES UNDERSIGNED HAVE EXECUTED THIS AGREEMENT,

SIGNED THIS _____ DAY OF _____ 200702.

For and on behalf of:

SCHOOL DISTRICT NO. 52 (PRINCE RUPERT)

INTERNATIONAL UNION OF OPERATING
ENGINEERS - LOCAL 882B

Secretary-Treasurer

President

Secretary

Business Manager

School District No. 52 (Prince Rupert)

ADDENDUM NO. 1 - PAGE 1

WAGE SCHEDULE

| CLASSIFICATION | <u>01 July 2006</u> |
|--|---------------------|
| Student Worker | 13. <u>5327</u> |
| Base Rate – Labourer | 17. <u>3804</u> |
| Custodian I (starting rate) | 17. <u>6834</u> |
| Custodian II (after 3 months) | 17. <u>8954</u> |
| Custodian III (after 6 months) | <u>18.117.76</u> |
| Head Custodian | 18. <u>44.08</u> |
| Head Custodian with "B" Ticket | 19. <u>5416</u> |
| Head Custodian with "A" Ticket | 19. <u>7032</u> |
| Foreperson - Custodian | 21. <u>5614</u> |
| Maintenance I | 18. <u>5620</u> |
| Maintenance II | <u>19.328.95</u> |
| Maintenance III | 19. <u>6123</u> |
| Tradesperson Uncertified | <u>21.220.80</u> |
| Tradesperson TQ - Computer Tech/Mechanical | <u>24.153.5409</u> |
| Tradesperson TQ - Electrician | <u>24.153.5409</u> |
| Tradesperson TQ - Carpenter | <u>24.153.5409</u> |
| Tradesperson TQ - Plumber | <u>24.153.5409</u> |
| Tradesperson TQ - Painter | <u>24.153.5409</u> |
| Foreperson - Maintenance | <u>25.60004.51</u> |

School District No. 52 (Prince Rupert)
 ADDENDUM NO. 1 -- PAGE 2
 WAGE SCHEDULE

Consolidated Pay Equity Pay Scale

Effective July 1, 2006

| <u>Band</u> | <u>JOB TITLE</u> | <u>Gender</u> | <u>First 8 Months</u> | <u>After 8 Months</u> |
|-------------|--|---------------|-----------------------|-----------------------|
| 1 | School Meals Program Worker 1 | F | 16.68 | 18.13 |
| - | Accounts Clerk | F | 16.68 | 18.13 |
| 2 | Library Assistant Resource Center | F | 17.43 | 18.95 |
| - | Attendance Clerk / Secretary | F | 17.43 | 18.95 |
| - | Teacher Asst. 1 (Bilangue) | F | 17.43 | 18.95 |
| - | Library Assistant 1 | F | 17.43 | 18.95 |
| 3 | Teacher Assistant Clerical | F | 18.18 | 19.76 |
| - | Library Assistant 2 | F | 18.18 | 19.76 |
| - | Library Asst. (Resource Centre and TOC Dispatch) | F | 18.18 | 19.76 |
| - | Library Assistant 1 (Bilangue) | F | 18.18 | 19.76 |
| - | School Meals Program Worker 2 | F | 18.18 | 19.76 |
| - | First Nations Education Secretary | F | 18.18 | 19.76 |
| 4 | Laboratory Assistant | F | 18.92 | 20.57 |
| - | Teacher Assistant. 2 (Bilangue) | F | 18.92 | 20.57 |
| - | Library Assistant 2 (Bilangue) | F | 18.92 | 20.57 |
| - | Student Services Secretary (Secretary 1) | F | 18.92 | 20.57 |
| - | 1st Nations Elementary Program Resource Worker | F | 18.92 | 20.57 |
| - | Child Care Worker 1 | F | 18.92 | 20.57 |
| - | Activities Coordinator | F | 18.92 | 20.57 |
| 5 | Community School Program Assistant. | F | 19.68 | 21.39 |
| - | Child Care Worker 2 | F | 19.68 | 21.39 |
| - | Student Support Services Secretary | F | 19.68 | 21.39 |

| | | | | |
|---|--|---------|-----------------------|-----------------------|
| - | Study Centre Worker | F | 19.68 | 21.39 |
| - | Childcare Worker (Hearing) | F | 19.68 | 21.39 |
| - | Childcare Worker (Visual) | F | 19.68 | 21.39 |
| - | Childcare Worker (Speech Language Assistant) | F | 19.68 | 21.39 |
| - | Childcare Worker (Amplification Assistant) | F | 19.68 | 21.39 |
| - | Senior Accounts Clerk Payroll | F | 19.68 | 21.39 |
| 6 | Senior Resource Centre Clerk | F | 20.43 | 22.21 |
| - | 1st Nations Family Resource Worker | F | 20.43 | 22.21 |
| - | Trades - Computer Uncertified | F | 20.43 | 22.21 |
| - | Payroll/Dispatch | New Job | 20.43 | 22.21 |
| - | Childcare Worker (Autistic) | F | 20.43 | 22.21 |
| - | Childcare Worker (Physical) | F | 20.43 | 22.21 |
| 7 | School Secretary 2 | F | 21.17 | 23.01 |
| - | Secretary 3 | F | 21.17 | 23.01 |
| - | Childcare Worker (Intensive Behaviour Support) | F | 21.17 | 23.01 |
| - | Community School Coordinator | F | 21.17 | 23.01 |
| - | Administrative Secretary | F | 21.17 | 23.01 |
| 8 | no current positions | | 21.93 | 23.84 |
| 9 | Computer Technican | New Job | 22.67 | 24.64 |

Category No. 1 **01 July 2001**

| | | |
|---|-----------------|-------|
| Activities Co-ordinator | Starting Rate | 14.59 |
| Childcare Worker I | After 9 months | 14.95 |
| Childcare Worker I (Intensive — Behavioural Support) | After 16 months | 15.66 |
| Community School Program Asst Library Assistant I Noon Hour Supervision Assistant School Meals Program Worker Teacher Assistant I | | |

Category No. 2

| | | |
|---|-----------------|-------|
| Attendance Clerk/Secretary | Starting Rate | 15.75 |
| Childcare Worker II | After 3 months | 15.91 |
| Childcare Worker II (Intensive — Behavioural Support) | After 9 months | 16.29 |
| | After 16 months | 17.04 |
| Lab Assistant Library Assistant II Teacher Assistant II | | |

Category No. 3

| | | |
|--|-----------------|-------|
| Accounts Clerk | Starting Rate | 16.34 |
| Childcare Worker (Deaf & — Hard of Hearing Program) | After 3 months | 16.70 |
| | After 9 months | 17.04 |
| Childcare Worker (Speech — Language Assistant) | After 16 months | 17.95 |
| Childcare Worker (Visually Impaired) Childcare Worker (Amplification Assistant) | | |

Category No. 3A

| | | |
|-------------|-----------------|-------|
| Secretary I | Starting Rate | 16.92 |
| | After 3 months | 17.31 |
| | After 9 months | 17.66 |
| | After 16 months | 18.56 |

Category No. 4

| | | |
|------------------------------------|-----------------|-------|
| First Nations Secretary | Starting Rate | 17.48 |
| Resource Centre Clerk | After 3 months | 17.91 |
| Student Support Services Secretary | After 9 months | 18.26 |
| | After 16 months | 19.17 |

Category No. 4A

| | | |
|--------------|-----------------|-------|
| Secretary II | Starting Rate | 17.82 |
| | After 3 months | 18.26 |
| | After 9 months | 18.60 |
| | After 16 months | 19.44 |

Category No. 5

| | | |
|--|-----------------|-------|
| Community School Coordinator | Starting Rate | 18.16 |
| First Nations Family Resource Worker | After 3 months | 18.59 |
| First Nations Elementary Resource Worker | After 9 months | 18.94 |
| Home School Coordinator | After 16 months | 19.73 |

Category No. 5A

| | | |
|---------------|-----------------|-------|
| Secretary III | Starting Rate | 18.48 |
| | After 3 months | 18.91 |
| | After 9 months | 19.27 |
| | After 16 months | 20.06 |

Category No. 6

| | | |
|---------------------------|-----------------|-------|
| Dispatch/Payroll Clerk | Starting Rate | 18.80 |
| Sr. Resource Centre Clerk | After 3 months | 19.23 |
| | After 9 months | 19.65 |
| | After 16 months | 20.38 |

Category No. 7

| | | |
|--------------------------------------|-----------------|-------|
| Secretary to Director of Instruction | Starting Rate | 19.56 |
| | After 3 months | 20.00 |
| | After 9 months | 20.39 |
| | After 16 months | 21.23 |

School District No. 52 (Prince Rupert)

ADDENDUM NO. 1 - PAGE 3

TERM AND WAGE SCHEDULES

TERM: As per Letter of Understanding (LOU) between
BC Public Schools Employers Association
and School Boards who are Signatories to this LOU²
and Support Staff Unions who are Signatories to this LOU
Year Agreement
July 1, 2001 to June 30, 2003

WAGE SCHEDULES:
As per Letter of Understanding (LOU) between
BC Public Schools Employers Association
and School Boards who are Signatories to this LOU
and Support Staff Unions who are Signatories to this LOU
First Year: July 1, 2001 - June 30, 2002 — 2% Retroactive
Second Year — July 1, 2002 - June 30, 2003 — 0% Increase

1. ~~The only secretary (i.e. works alone) in a school will be classified in Category 4A.~~

Note: ~~Category No. 3A — Secretary I — supervised~~
~~Category No. 4A — Secretary II — in charge/working alone~~
~~Category No. 5A — Secretary III — in charge/supervising~~

- 2.(a) Suitable past experience of a new employee in office routines may be recognized in setting the starting salary.
2. (b) Suitable past experience of a current employee may be recognized by placing the employee in "after three (3) month" increment. This clause is not applicable to employees in Pay Category No. 1.
3. An employee who is absent from duty at Port Simpson, Kitkatla or Hartley Bay because of inclement weather which prohibits travel from Prince Rupert to their place of employment, shall not be deducted for any time lost.
4. ~~Childcare Worker I and Teacher Assistant I who complete 3 approved courses will be reclassified to Childcare Worker II and Teacher Assistant II and will be paid the Category 2 rate of pay.~~
5. A library employee will be paid as a Library Assistant II, if they work 50% or more of their time unsupervised.
6. Childcare Workers who are assigned to students who are not toilet trained or assist with personal hygiene will receive an allowance of \$35.00 per month.

7. When a Childcare Worker considers that the posted time for his/her position is not sufficient to complete the assigned duties of the position, the Childcare Worker should discuss the matter with the School Based Team. When the School Based Team, which includes the school Administrative Officer, concludes that additional time is required, the School Based Team shall [submit](#) a request in writing to the Director of Instruction.
8. It is agreed that a course of studies will be jointly established for Library Assistants so that they may qualify for Pay Category 2 if they are not entitled to the rate under 5. above.

School District No. 52 (Prince Rupert)

ADDENDUM NO. 1 - PAGE 4

PSYCHOMETRICIAN, SPEECH & HEARING THERAPISTS

5 Year Salary Grid. Salary listed in monthly amounts to be paid for 12 months.

The Salary Grid rates will mirror the current last five steps of the PRDTU Salary Grid.

| <u>Years of Work</u> <u>Experience</u> | <u>5 Year Degree</u> | <u>6 Year Degree</u> |
|---|----------------------|----------------------|
| 0 | 4,773,353 | 5,211,475 |
| 1 | 4,973,543 | 5,437,496 |
| 2 | 5,172,733 | 5,664,176 |
| 3 | 5,372,923 | 5,890,391 |
| 4 | 5,571,513 | 6,116,506 |

Increments:

2. Work week shall consist of an average of 35 hours per week.
3. Work year shall be the same as teachers between September and June.
4. Flex Time: Extra hours worked may be banked for use as time off during the school year, but is limited to no more than 3 flex days per school year and must be approved in advance.
5. In the event that the Speech-Language Pathologist is unable to work the full school year, (i.e. due to a late hire date, summer school, etc.):
 - (a) Pay will be pro rated accordingly during the summer months.
 - OR
 - (b) Time shall be made up during the school year and/or summer months.
6. In the event of resignation at the end of the school year, summer wages due will be paid on the last working day.
7. Service Bonus - After four (4) years in the School District a service bonus of \$100.00 per month (\$1,200.00 per year) will be added to the scale at each position.

1. 9 Year Salary Grid. Salary listed in monthly amounts to be paid for 12 months.
 The Salary Grid rates will mirror the PRDTU Salary Grid to 9 steps (0-8).

Effective July 1, 2001:

| | | | |
|-------------|------------|------------|------------|
| 0 | \$3,210 | \$3,506 | \$3,788 |
| 1 | 3,362 | 3,691 | 3,999 |
| 2 | 3,514 | 3,877 | 4,209 |
| 3 | 3,666 | 4,062 | 4,419 |
| 4 | 3,818 | 4,247 | 4,629 |
| 5 | 3,970 | 4,433 | 4,839 |
| 6 | 4,122 | 4,618 | 5,049 |
| 7 | 4,274 | 4,803 | 5,260 |
| 8 | 4,426 | 4,989 | 5,470 |
| Increments: | \$1,852/12 | \$2,224/12 | \$2,522/12 |

Effective July 1, 2002:

| | | | |
|-------------|------------|------------|------------|
| 0 | \$3,290 | \$3,593 | \$3,883 |
| 1 | 3,446 | 3,783 | 4,099 |
| 2 | 3,601 | 3,973 | 4,314 |
| 3 | 3,757 | 4,163 | 4,529 |
| 4 | 3,913 | 4,353 | 4,745 |
| 5 | 4,069 | 4,543 | 4,960 |
| 6 | 4,225 | 4,733 | 5,176 |
| 7 | 4,381 | 4,923 | 5,391 |
| 8 | 4,537 | 5,113 | 5,606 |
| Increments: | \$1,871/12 | \$2,280/12 | \$2,585/12 |

2. Work week shall consist of an average of 35 hours per week.
 3. Work year shall be the same as teachers between September and June.
 4. Flex Time: Extra hours worked may be banked for use as time off during the school year, but is limited to no more than 3 flex days per school year and must be approved in advance.
 5. In the event that the Speech-Language Pathologist is unable to work the full school year, (i.e. due to a late hire date, summer school, etc.):
 (a) Pay will be pro-rated accordingly during the summer months.
 OR
 (b) Time shall be made up during the school year and/or summer months.
 6. In the event of resignation at the end of the school year, summer wages due will be paid on the last working day.
 7. Service Bonus—After four (4) years in the School District a service bonus of \$100.00 per month (\$1,200.00 per year) will be added to the scale at each position.

School District No. 52 (Prince Rupert)

ADDENDUM NO. 2 - Page 1

1. **SERVICE BONUS**

That all employees be granted five dollars (\$5.00) or part thereof per month increase after five (5) years continuous service and that a further five dollars (\$5.00) per month be granted for such subsequent five (5) years of continuous service.

2. **HEAD CUSTODIAN AND HEAD CUSTODIAN/LEAD HAND**

- (a) A Head Custodian will be named in each school.
- (b) A Lead Hand will be named in each school where two (2) or more custodians are assigned.
- (c) Lead Hand Supervisory Allowance
 - [i] A Lead Hand will be paid \$10.07 per month for part-time custodians supervised (other than the Lead Hand).
 - [ii] A Lead Hand will be paid \$19.88 per month for each full-time custodian supervised (other than the Lead Hand).
- (d) During July and August, when the afternoon shift custodians work the same shift as a Head Custodian, the Lead Hand Supervisory Allowance will be paid to the Head Custodian. (This clause is applicable at PRSS, CHSS and King Edward Elementary Schools.)

3. **SHIFT DIFFERENTIAL**

Afternoon Shift: \$0.68 per for each hour on the shift

Graveyard Shift:\$0.89 per hour for each hour on the shift

Midnight to 5:59 a.m.: Instead of the shift differential specified above, employees will be paid a special differential of \$0.89 per hour for each hour worked between midnight and 5:59 a.m.

4. **DIRTY MONEY**

Dirty Money at \$1.33 per hour will be paid to employees doing the following work:

- (a) Cleaning domestic hot water tanks
- (b) Rebricking boilers
- (c) Cleaning fuel tanks
- (d) Spray painting
- (e) While exposed to raw sewage
- (f) Toxic chemicals
- (g) Head lice checks

5. Employees who are required to work at more than one location will be paid a mileage allowance for using their car as per Board Regulation 6.6.

6. **RELIEF PAY PREMIUM**

Employees assigned to relieve a person excluded from the Bargaining Unit will receive a ten percent (10%) premium above their regular hourly wage rate as contained in the Wage Schedule of the Collective Agreement.

APPENDIX 1
LETTER OF UNDERSTANDING

BETWEEN: SCHOOL DISTRICT NO. 52 (PRINCE RUPERT)

AND: INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 882-B, in the Municipality of Burnaby,
in the Province of British Columbia

The parties agree that a study of providing the option of a Deferred Salary Leave Plan for long term employees be undertaken to determine if such a plan would be viable and could be accommodated.

DATED AND SIGNED THIS 7TH DAY OF OCTOBER, 1999

For and on behalf of:

SCHOOL DISTRICT NO. 52 (PRINCE RUPERT)

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 882-B

Appendix II _____ **Letter of Understanding (LOU)**

Between

BC Public School Employers' Association

And

School Boards who are Signatories to this LOU

And

Support Staff Unions who are Signatories to this LOU

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

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

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

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

Term

July 1, 2006 to June 30, 2010

General Wage Increase

July 1, 2006 2%

July 1, 2007 2%

July 1, 2008 2%

July 1, 2009 2%

Incentive Payment

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

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

- The incentive payment shall be up to \$ 3,700 for each full-time equivalent employee and shall be pro-rated for part-time employees.
- For the purpose of the determination of the amount of the incentive payment, a full-time equivalent employee is an employee who worked on a full-time basis for the period of July 1, 2005 to June 30, 2006. For the purposes of this payment, "full-time" means the greater of 35 hours per week or the definition of "full-time" employee set out in the collective agreement. If ratification occurs prior to June 30, 2006, the incentive payment would be based from September 1 2005 to the date of ratification. The incentive payment for an employee who worked less than full-time over this period shall be pro-rated for the fraction of full-time work over this period that the employee worked.
- The one-time payment is subject to normal statutory deductions.
- Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's incentive payment:
 - maternity or parental
 - short-term disability
 - long-term disability that commenced within the twelve (12)-month period ending on the incentive eligibility date
 - leaves granted to employees in receipt of workers' compensation benefits

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

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

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

1. The parties agree to establish a Support Staff Skills Enhancement, Apprenticeship and Workforce Adjustment Committee which shall consist of four (4) representatives of support staff unions who are signatories to this LOU, and four (4) representatives of BCPSEA.
2. By no later than September 30, 2006, the Committee shall develop specific criteria to be used in allocating the funds provided to it under this Letter of Understanding, including the processes and deadlines under which Districts and local unions may jointly seek to access funds held by the Committee. These processes will include a requirement that Districts and local unions seeking to access the funds provide the Committee with:
 - a. an employee demographic analysis; and
 - b. a human resource plan which provides for the development and maintenance of a qualified and sustainable support staff workforce.

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

Skills Enhancement and Retraining Funding

3. The Committee will be provided with a one-time payment equal to a province-wide maximum of \$3,000,000, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with \$1.5 million). These monies will be used to support skills training, retraining, or professional enhancement for support staff employees.
4. The funding will be available to all support staff employees whose support staff unions become signatories to this Letter of Understanding.
5. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

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Apprenticeship Opportunities Funding

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

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Apprentice Sponsor Funding

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

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| | |
|---------------------|------------------|
| <u>July 1, 2007</u> | <u>\$828,000</u> |
| <u>July 1, 2008</u> | <u>\$828,000</u> |
| <u>July 1, 2009</u> | <u>\$828,000</u> |

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

Workforce Adjustment Committee Funding

- 14. The Committee will be provided with a one-time payment equal to a maximum of \$4,000,000, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with \$2 million). These monies will be used to facilitate and support workforce adjustment issues arising from non-routine and fundamental restructuring within a given school district, including shared services and regionalization. Any unused portion of the money from this fund will be reallocated (in the discretion of the Committee) to either the Skills Enhancement and Retraining Fund and/or the Apprentice Opportunities Fund.
- 15. The funding will be available to all support staff employees whose bargaining agents become signatories to this Letter of Understanding.
- 16. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

Labour Market Adjustment Fund

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

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

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

| | |
|---------------------|--------------------|
| <u>July 1, 2007</u> | <u>\$1,656,000</u> |
| <u>July 1, 2008</u> | <u>\$828,000</u> |
| <u>July 1, 2009</u> | <u>\$828,000</u> |

19. The funding will be available to all support staff employees whose bargaining agents become signatories to this Letter of Understanding.

20. In order to access the funding set out in paragraph 18 above, districts and locals must make joint application to the Committee and must demonstrate that the funding sought will be used to address recruitment and retention issues on the basis of the criteria set out in paragraph 17 above. The provision of this funding will be subject to the approval of PSEC.

21. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

22. The continuation of the Labour Market Adjustment Fund beyond July 1, 2009 shall be determined during the next round of collective bargaining between the parties.

Trades Adjustment

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

| | |
|---------------------|--------------------|
| <u>July 1, 2006</u> | <u>\$1,656,000</u> |
| <u>July 1, 2007</u> | <u>\$828,000</u> |
| <u>July 1, 2008</u> | <u>\$828,000</u> |

24. The amount of the wage increase shall be determined by dividing the available monies in each year equally between employees with Trades Qualifications in signatory bargaining units.

25. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

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Liaison on Education Policy Matters

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

Education Assistants Committee

28. During this round of collective bargaining, representatives of the support staff unions raised concerns with educational assistants working hours and not being paid.

29. The parties agree to establish an Educational Assistants Committee which shall consist of two (2) representatives of support staff unions who are signatories to this LOU and two (2) representatives of BCPSEA by no later than July 1, 2006. The committee shall investigate and make recommendations concerning this issue, including directions for resolution to Districts and locals.

Long Term Disability and Joint Early Intervention

30. Employers whose bargaining units become signatories to this LOU and who are not currently members of the Public Education Benefits Trust (PEBT) shall become members of the PEBT (including the operation of the Joint Early Intervention Service). It is understood that Government will provide the PEBT with funding in the maximum amount of \$7.9 million dollars annually for this purpose, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the maximum financial commitment of Government shall be \$3.95 million). Subject to the above, funding will be provided on the first business day after July 1, 2006, and on the first business day after January 1 in each calendar year commencing January 1, 2007. The parties further agree that in order to access the government funded LTD plan and the Joint Early Intervention Service they shall place their dental, extended health, group life insurance and, where applicable, accidental death and dismemberment benefit coverage as soon as the PEBT is able to take on this responsibility.

31 Once the PEBT is able to do so, the parties agree that they will participate on the following conditions:
If there is no penalty clause in the current contract(s) with existing benefit carrier(s)/consultants, as soon as possible; or
If there is a penalty clause, the benefits will be transferred when the current contract(s) expires.

23 The Parties agree that any references to specific benefit carriers providing the benefits identified above will be effective only until the date of participation in the benefits trust.

Fiscal Dividend

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

THE PARTIES AGREE AS FOLLOWS:

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

financial statements, for the fiscal year 2009-10.

1.0 Fiscal Dividend:

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

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

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The Fund will be determined as follows:

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

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

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

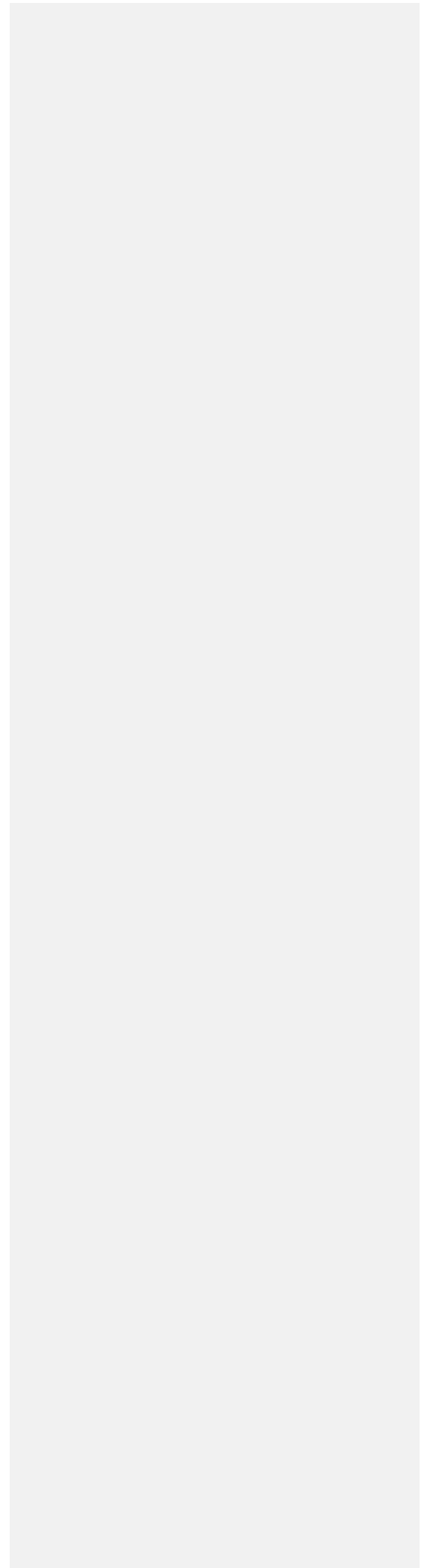
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- All leaves with pay
- Maternity and parental leave
- All unpaid medical leaves that commenced between July 1, 2009 and June 30, 2010

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Appendix III

PAY EQUITY IMPLEMENTATION AGREEMENT

BETWEEN:

SCHOOL DISTRICT NO. 52 (PRINCE RUPERT)

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 882-B

1. The parties have now completed evaluating all jobs in accordance with the "Joint Gender-Neutral Job Evaluation Program" set out in the "Terms of Reference" dated 1997-04-08 (Appendix 1). This agreement sets out the methods by which that Program is to be implemented.
2. Appendix 2 (Pay Equity Rating Record) shows the results of the evaluations. This spreadsheet lists the title of each job class, the job evaluation score on each of the eleven factors, the corresponding points for each factor, and the total points for each job class. The points are based on the agreed-upon weights also shown on the spreadsheet.
3. Appendix 3 (Pay Equity Regression Analysis) shows the regression analysis used to generate target pay equity rates based on the male wage line. This spreadsheet lists each job class ranked in ascending order by total point score. It shows the gender predominance of each class (M or F) and the resulting wage rate based on regression to the existing male wage line. The regression formula is shown on the right-hand side of the spreadsheet. These wage rates are then placed in point bands (or pay categories) according to the formula also shown on the right-hand side of the spreadsheet. The net increase in wage rates is then calculated as a percentage of the existing wage rate. This percentage increase is used to calculate the total cost of pay equity based on the cost of wages paid.
4. Appendix 4 (Pay Equity Costing) shows the cost of implementing pay equity. This spreadsheet lists each job by incumbent name, employee number, position title, the annual wages earned from September 1, 1999 to December 31, 2002, and the pay equity target percentage rate. The cost of pay equity is calculated by multiplying the wages earned by the percentage increase. Because the percentage increase is calculated on the 2001 pay scale, the wages earned in 1999 and 2000 have to be grossed up by two percent (2%) to reflect a wage increase Local 882-B received. Pay Equity funding must also cover the cost of wage driven benefit premiums. Accordingly, eighteen percent (18%) of funding received has been held for payment of benefits. This amount will be adjusted as determined by actual experience.
5. Thereafter, subject to continuation of pay equity funding, any further pay equity adjustments shall be applied, according to the procedure set out in Appendix 5, to all female-dominated jobs until each job achieves its target rate. Should pay equity funding cease, the wage rates will no longer include pay equity increases.

6. Appendix 6 is the wage schedule in the Collective Agreement and shows the first pay equity increment. As more funding is received this schedule shall be updated and included in future Collective Agreements. When a general pay increase is bargained, that pay increase will be applied to both the current rates and the pay equity target rates. The wages costs of increases in pay equity target rates will be borne by pay equity funding.
7. For the purpose of implementation, pay equity funding shall include the year 1 (interim adjustment) maintenance funding which has accumulated over years 2 to 7. Pay equity funding shall also include retroactive adjustments for years 2 to 6, subject to funding by the Provincial Government (see 21 June 2001 letter to BPSEA, cc. PSEC).
8. The following four jobs, which had outstanding requests for reclassification prior to the commencement of the pay equity review. The general application of the first pay equity lift (paragraph 8 above) is retroactive to 1999 and includes adjustments to these four jobs. These adjustments satisfy the requirements of Mediator John Thorne's May 18, 2000 recommendation.

 - School Meals Program Worker
 - Community School Program Assistant
 - Community School Coordinator
 - Senior Accounts Clerk / Payroll
9. Male-dominated jobs were described and evaluated in order to determine the pay equity adjustments required for female-dominated jobs. The rates of pay for male job classes will not be adjusted as a result of this review.
10. Employees hired, promoted or transferred into existing female-dominated jobs after the target rates have been agreed to, shall be paid at the interim rate for the job B that is, the current rate plus any pay equity adjustments applied to date. Thereafter, any further pay equity adjustments shall continue to be applied until the target rate for the job is achieved.
11. Any existing employees as of the date of the agreement in female-dominated jobs above the established target rate shall continue to receive their current rate of pay as well as any negotiated increases.

12. When new jobs are established, or where existing jobs are changed, such jobs shall be reviewed in accordance with the Maintenance Agreement and, once a job is evaluated, the job shall be paid at the highest existing interim rate of pay in the resulting pay band. Any further pay equity adjustments shall be applied until the target rate for the job is achieved.

13. The Joint Pay Equity Committee has determined that the following premiums are gender neutral and will continue to be applied:

Article 10.9 - First Aid

b) An employee holding a valid first aid certificate and acting as a designated first aid attendant shall be paid an allowance of \$50.00 per month.

Addendum 1 - Page 3 - Term and Wage Schedule

5. A library employee will be paid as a Library Assistant II, if they work 50% or more of their time unsupervised.

6. Childcare workers who are assigned to students who are not toilet trained or assist with personal hygiene will receive an allowance of \$35.00 per month.

Addendum 2 - Page 1

1. Service Bonus

That all employees be granted five dollars (\$5.00) or part thereof per month increase after five years continuous service and that a further five dollars (\$5.00) per month be granted for such subsequent five (5) years of continuous service.

2. Head Custodian and Head Custodian/ Lead Hand

c) Lead Hand Supervisory Allowance

i) A Lead Hand will be paid \$10.07 per month for part-time custodians supervised (other than the Lead Hand).

ii) A Lead Hand will be paid \$19.88 per month for each full-time custodian supervised (other than the Lead Hand).

d) During July and August, when the afternoon shift custodians work the same shift as a Head Custodian, the Lead Hand Supervisory Allowance will be paid to the Head Custodian. (This clause is applicable to PRSS, CHSS and King Edward Elementary Schools.)

3. **Shift Differential**

Afternoon Shift: \$0.68 per for each hour on the shift

Graveyard Shift:\$0.89 per hour for each hour on the shift

Midnight to 5:59 am: Instead of the shift differential specified above, employees will be paid a special differential of \$0.89 per hour for each hour worked between midnight and 5:59 a.m.

4. **Dirty Money**

Dirty money at \$1.33 per hour will be paid to employees doing the following work:

a) Cleaning domestic hot water tanks

b) Re-bricking boilers

c) Cleaning fuel tanks

d) Spray painting

e) While exposed to raw sewage

f) Toxic chemicals

g) Head lice checks

5. Employees who are required to work at more than one location will be paid a mileage allowance for using their car as per Board regulation 6.6.

14. The following premiums are affected by the Pay Equity process. The current wording will be put on hold.

Article 10.14 - Credits for Teacher Assistant II or Childcare Worker II

Addendum 1 - Page 3 Term and Wage Schedules

1. and 4.

15. Should pay equity funding be discontinued, the wording put on hold in sections 14 will come back into effect.

[Note: the above premiums should stay in effect until the pay equity adjusted rate is higher than the premium rate.]

16. The Pay Equity process has resulted in revised, and in some cases new, job descriptions. Employees hired before the signing of this agreement are subject to the training and experience requirements in the job description under which they were hired. This is not meant to restrict the Employers right to require additional job related training provided that employees are given reasonable opportunity to obtain such training in accordance with Article 10.1 of the Collective Agreement.

17. Upon agreement to this Implementation Agreement, the Joint Job Evaluation Committee (JJEC) shall distribute the results of the pay equity review to all affected employees.

18. Requests for Reconsideration must be submitted within (14) CALENDAR days of receipt of the "Advice of Rating Form," and shall be processed by the JJEC. Either the incumbents(s) or the supervisor may request reconsideration of the job description and/or the job rating by completing and submitting a Job Evaluation Reconsideration Form (Appendix B), stating the reason(s) for disagreeing with the job description and / or the rating of the job. Any such request shall be submitted within (14) CALENDAR days of receipt of the Advice of Rating Form (Appendix A). Both the incumbents(s) and the supervisor may be permitted to make a presentation to the Committee. The JJEC shall consider the request and make a decision which shall be considered final and binding upon the parties and all employees affected. The Committee shall inform both the incumbent(s) and the supervisor of its decision using the Review Decision Form (Appendix C).

Any disputes shall be processed in accordance with Article 7 of the Terms of Reference:

7.1 The parties may consider alternatives in dispute resolution to arbitration. In the event the JJEC is unable to reach agreement on any matter relating to the interpretation, application, or administration of the job evaluation program, the Co-chairpersons of the Committee shall request, within ten (10) working days, that each party designate an advisor to meet with the Committee. The two (2) advisors shall meet with the Committee and attempt to assist in reaching a If, after meeting with the two (2) advisors appointed pursuant to Article 3.0, the Committee remains unable to agree upon the matter in dispute, the Co-chairpersons shall advise, in writing, the Union and the Employer of this fact, within fifteen (15) days.

7.2 Either party may, by written notice to the other party, refer the dispute to a single arbitrator who shall be selected by agreement of the parties. If the parties are unable to agree, either party may request the Minister of Labour to appoint an arbitrator.

7.3 The arbitrator shall decide the matter upon which the JJEC has been unable to agree and his/her decision shall be final and binding on the JJEC, the Employer, the Union, and all affected employees. The arbitrator shall be bound by this Maintenance Agreement and the Job Evaluation Plan and shall not have the power to modify or amend any of their provisions. The jurisdiction of the arbitrator shall be limited to the matter in dispute, as submitted by the parties.

7.4 The Employer and Union shall be the parties to the arbitration hearing and shall have the right to present evidence and argument concerning the matter in dispute. The arbitrator shall have the powers of an arbitrator appointed pursuant to the Collective Agreement and, in addition, shall have the authority to require the parties to present additional information and to require other person(s) to present evidence, as deemed necessary by the arbitrator.

7.5 The arbitrator's fees and expenses shall be borne equally between the parties.

19. Once the Pay Equity review is completed, pay equity shall be maintained through use of the gender neutral Job Evaluation Plan in accordance with the Maintenance Agreement (Appendix 7). The current wording of Article 6.2 shall be put on hold and replaced with the following (the changes are italicized):

Article 6 Sec. 2 Classification Changes & New Positions

When duties in any classification are substantially changed, or when a new position is created the District shall notify the Union prior to the time the new positions are posted or changed. The rate of pay shall be determined through the application of the gender neutral Job Evaluation Plan in accordance with the Maintenance Agreement. If the Joint Job Evaluation Committee is unable to agree as to the classification and/or rate of pay of the job in question, such dispute shall be subject to the Maintenance Agreement. Should pay equity funding be discontinued, the wording put on hold will come back into effect.

- 20. The JJEC shall prepare a Job Evaluation Manual. The Manual shall include the Maintenance Agreement, which sets out the process for the evaluation of new or changed jobs and includes the forms used in the process; the Job Evaluation Plan, including the factor weights and degree progressions; the Job Analysis Questionnaire; up to date job descriptions and rating rationales; the pay equity spreadsheets showing the rating, target rate and costing information (Appendices 2, 3 and 6 referenced above); and any other documents required for an understanding of the Plan and the work of the JJEC.
- 21. Any jobs which were significantly changed after June 15, 2001, or jobs that were newly established after June 15, 2001, will be reviewed by the JJEC only after all reconsiderations are completed. Any changes to the evaluation resulting from the review of changed jobs will be effective when the changed job duties were implemented, if that date can be established, or in any case no later than the request for review. The results of reviews of newly established jobs will be effective on the date the job was first filled.
- 22. The Psycho-metrician and the Speech & Hearing Therapists are female dominated classes paid on the Teacher=s wage schedule and were not evaluated as part of this review.
- 23. The time limits contained in this agreement may be extended by mutual agreement of the parties.

SIGNED ON BEHALF OF
SCHOOL DISTRICT 52

SIGNED ON BEHALF OF
IUOE, LOCAL 882-B

Date: _____ Date: _____

1.9 The Committee shall meet as necessary at a mutually agreed upon time and place. Each member shall receive notice and the agenda for the meeting at least forty-eight (48) hours before the meeting. Either party may call a meeting by giving written notice and this meeting shall take place within seven (7) working days of the delivery of the notice to the other party.

1.9.1 In the event that the parties mutually determine that training is required for the JJEC, the parties agree to share the expenses of mutually agreed upon trainers.

ARTICLE 2 - MAINTAINING THE JOB EVALUATION PROGRAM

2.0 It is important to maintain accurate job descriptions and job ratings on an ongoing basis. Failure to do so will serve to damage the integrity of the program. Therefore, all job descriptions will be reviewed once every five years. The initial review shall commence twenty-four months following the finalization of all reconsiderations and problems that may arise with the implementation of this job evaluation program.

2.1 Any employee and/or supervisor, or the union, or the employer, who disagrees with the job description and/ or rating established for the job, may request reconsideration of the job description and/or rating by completing a Job Evaluation Reconsideration Form.

2.1.0 Changes in job descriptions, duties and responsibilities must be assigned in writing by Employer/Designate.

2.1.1 deleted

2.1.2 Upon receipt of a completed Job Evaluation Reconsideration Form, the incumbent(s) and supervisor shall be requested to complete a Job Analysis Questionnaire (to be developed and attached as Appendix B). The completed questionnaire shall be submitted to the JJEC, along with a copy of the current job description. The questionnaire should detail any changes to the job resulting from new or changed circumstances of the job. Where further information is required, interviews may be held. Where the JJEC determines that the job has changed significantly from the existing job description the Committee shall request that the Employer update the job description as necessary.

2.1.3 Where the job description has been updated, the Committee shall meet to rate each subfactor of the job, and to establish a new rating for the job and advise the incumbent(s) and/or supervisor of its decision (can be done by way of a form which if developed should be attached as Appendix C). The rating of the job shall determine the wage band for the job;

- 2.1.4 If the job is rated at a wage band higher than the existing wage band, the incumbent(s) wage rate shall be adjusted retroactive to the date the Job Evaluation Reconsideration Form was submitted;
- 2.1.5 If the job is rated at a wage band lower than the existing wage band, the incumbent(s) shall identified as Red-Circled and their wage rate shall remain at the current amount until passed by the wage band determined by the above process;
- 2.1.6 No incumbent(s) wage rate will be reduced following the re-evaluation of their job and the assignment of a new wage band.
- 2.2 Whenever the Employer wishes to establish a new job, the following procedures shall apply:
- 2.2.1 The Employer shall prepare a job description and assign a temporary wage band for the job;
- 2.2.2 The job shall be posted and any person appointed to the job shall be paid according to the temporary wage band;
- 2.2.3 After six (6) months from the appointment of an incumbent to the job, the incumbent(s) and the supervisor shall complete a Job Analysis Questionnaire (Appendix B) which shall be submitted to the JJEC. The Committee shall request that the Employer revise the job description as necessary. The JJEC will rate the job. Should the Employer not wish to revise the job description, the employee will be directed to adhere to the existing job description.
- 2.2.4.1 In the event of an increase in wage band after the six (6) month review, the incumbent(s) shall be paid at the higher wage band retroactive to the date of appointment to the position.
- 2.2.4.2 In the event that there is a decrease in the wage band after the six (6) month review, the incumbent(s) shall be paid at the lower wage band commencing with the first full pay period after the new wage band is agreed upon and there shall be no retroactive adjustment.
- 2.3 Either the incumbent(s) or the supervisor may request reconsideration of the job description and/or the job rating by completing and submitting a Job Evaluation Reconsideration Form (Appendix A), stating the reason(s) for disagreeing with the job description and/or the rating of the Job. Any such request shall be submitted within sixty (60) days of receipt of the Advice of Rating Form (Appendix C). Both the incumbent(s) and the supervisor may be permitted to make a presentation to the Committee. The JJEC shall consider the request and make a decision which shall be considered final and binding upon the parties and all employees affected. The Committee shall inform both the incumbent(s) and the supervisor of its decision using the Review Decision Form (to be developed and attached as Appendix D).

ARTICLE 3 - DISPUTE RESOLUTION

- 3.0 In the event the JJEC is unable to reach agreement on any matter relating to the interpretation, application, or administration of the job evaluation program, the Co-chairpersons of the Committee shall request, within ten (10) working days, that each party designate an advisor to meet with the Committee. The two (2) advisors shall meet with the Committee and attempt to assist in reaching a decision.
- 3.1 If, after meeting with the two (2) advisors appointed pursuant to Article 3.0, the Committee remains unable to agree upon the matter in dispute, the Co-chairpersons shall advise, in writing,

the Union and the Employer of this fact, within fifteen (15) days.

3.2 Either party may, by written notice to the other party, refer the dispute to a single arbitrator who shall be selected by agreement of the parties. If the parties are unable to agree, either party may request the Minister of Labour to appoint an arbitrator.

3.3 The arbitrator shall decide the matter upon which the JJEC has been unable to agree and his/her decision shall be final and binding on the JJEC, the Employer, the Union, and all affected employees. The arbitrator shall be bound by this Maintenance Agreement and the Job Evaluation Plan and shall not have the power to modify or amend any of their provisions. The jurisdiction of the arbitrator shall be limited to the matter in dispute, as submitted by the parties.

3.4 The Employer and Union shall be the parties to the arbitration hearing and shall have the right to present evidence and argument concerning the matter in dispute. The arbitrator shall have the powers of an arbitrator appointed pursuant to the Collective Agreement and, in addition, shall have the authority to require the parties to present additional information and to require other person(s) to present evidence, as deemed necessary by the arbitrator.

3.5 The Arbitrators fees and expenses shall be borne equally between the parties.

3.6 The time limits contained in this article may be extended by mutual agreement of the parties.

ARTICLE 4 - APPLYING THE RATING TO THE WAGE BANDS

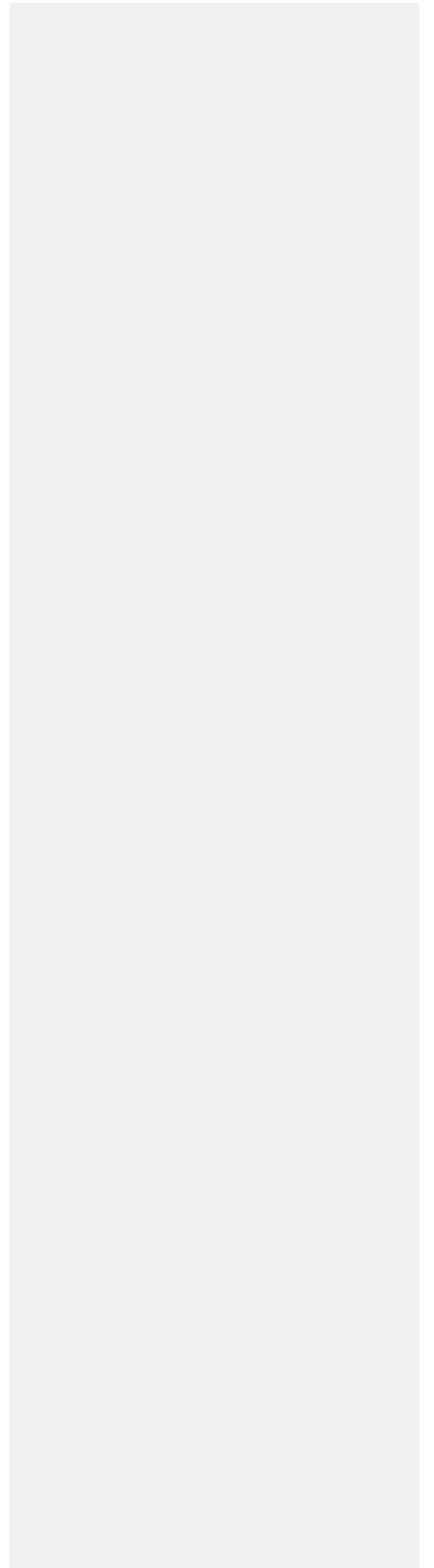
4.1 The total point allocation shall be used to determine the salary range for the positions based on the agreed upon point bands.

SIGNED ON BEHALF OF
SCHOOL DISTRICT 52

SIGNED ON BEHALF OF
IUOE, LOCAL 882-B

Date: _____ Date: _____

|



Appendix V

MEMORANDUM OF AGREEMENT

For the Canadian Joint Grievance Panel Inc.
Schedule 1 and Schedule 2

BETWEEN:

SCHOOL DISTRICT 52 – PRINCE RUPERT

(The Company")

- and -

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 882

(the Union)

WHEREAS the Company and the Union have agreed to a grievance procedure, as provided in Article 11 of the Collective Agreement, and:

WHEREAS the Company and the Union wish to institute an additional procedure for the resolution of grievances:

THEREFORE, the Company and the Union agree as follows:

1. Prior to proceeding to arbitration, the grieving party can request and if mutually agreed, that the grievance be referred to The Canadian Joint Grievance Panel Inc., established for this purpose by the Company and the Union. The grieving party will advise the other party in writing of its intention to proceed to The Canadian Joint Grievance Panel Inc. within fourteen (14) days after the completion of Step 3 of the Grievance Procedure.
2. The Canadian Joint Grievance Panel Inc. shall be composed of four (4) persons, two (2) of whom shall be selected by the Company and two (2) by the Union. In the event that four (4) persons are not available, The Canadian Joint Grievance Panel inc. shall be composed of two (2) persons, one (1) of whom shall be selected from the Company and one (1) from the Union. The Company shall not select a representative from the Company involved nor will the Union select a representative from the Local involved.
3. The Canadian Joint Grievance Panel Inc. shall meet to hear and determine the grievance and render a decision after hearing the matter brought before it.

4. The majority decision of The Canadian Joint Grievance Panel Inc. on the disposition of a grievance shall be final and binding upon the parties and shall have the same effect as a decision rendered by an Arbitrator. Decisions of The Canadian Joint Grievance Panel Inc. shall not be used as precedents.
5. If The Canadian Joint Grievance Panel Inc. is unable to reach a majority decision as outlined in Schedule 1 pursuant to paragraph (3) above, the grieving party may proceed to Schedule 2 of The Canadian Joint Grievance Panel Inc. or an Outside Board of Arbitration by informing the other party in writing within fourteen (14) days after The Canadian Joint Grievance Panel Inc. advises the parties that it is unable to reach a majority decision.
6. Should the parties agree to proceed to Schedule 2 of The Canadian Joint Grievance Panel Inc. they may proceed as outlined in the Rules and Procedures of Schedule 2.
7. The Canadian Joint Grievance Panel Inc. shall be governed by the Rules of Procedure and the Conduct of Proceedings established for the Panel, with necessary modifications, as set out in Schedule I and Schedule 2, attached hereto.
8. The parties agree that this Memorandum of Agreement and the attached Schedule I and Schedule 2, do and will form part of the Collective Agreement between the parties and will continue to form part of the Collective Agreement through successive Agreements until mutually changed by the parties.

Dated at: _____, BC, this _____ day of _____, 200 ____.

(City)

For the Company

For the Union