

COLLECTIVE AGREEMENT

EFFECTIVE JULY 1, 2006 TO JUNE 30, 2010

between

THE BOARD OF SCHOOL TRUSTEES OF

SCHOOL DISTRICT NO. 54 (BULKLEY VALLEY)

and

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 2145

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ARTICLE 1 PREAMBLE

1.01 Purpose of parties to this Agreement.

It is the purpose of both parties to this Agreement:

- (a) To seek to maintain and improve harmonious relations between the Board and the Union.
- (b) To recognize the mutual value of joint discussions and negotiations with regard to wages, hours of work and working conditions.
- (c) To encourage efficiency in operations.
- (d) To promote the morale, well-being and security of all employees in the bargaining unit of the Union.

1.02 Desirability of a Collective Agreement.

It is now desirable that methods of bargaining and matters pertaining to the working conditions of the employees be drawn up in a collective agreement.

ARTICLE 2 MANAGEMENT RIGHTS

2.01 Management and direction.

The management and the operation of and the direction and promotion of the working forces is vested exclusively in the Board, subject to the terms of this agreement.

2.02 Hiring and discipline.

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

2.03 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.

2.04 Recognition.

The Board shall exercise its rights in a fair and reasonable manner.

2.05 Board shall not discriminate.

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

AND NEGOTIATION

3.01 Recognition of the Union.

The Board recognizes the Canadian Union of Public Employees and its Local 2145 as the sole and exclusive collective bargaining agent for all its employees as certified by the Labour Relations Board to be part of said Local.

3.02 No other agreements.

No employee or group of employees shall be required or permitted to make a written or verbal agreement with the Board or its representatives which may conflict with the terms of this Collective Agreement.

3.03 Exclusions.

The parties to this Agreement hereby agree to exclude the position of Confidential Secretary to the Secretary-Treasurer and Superintendent of Schools from the terms and conditions of this agreement.

The parties further agree to exclude the payroll position from the terms and conditions of this agreement on the understanding that the person holding the position at the time of signing this agreement may opt to remain under the provisions of this agreement.

3.04 Representative of Canadian Union.

The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Board. Such representative/s may request access to the employer's premises in order to investigate and assist in the settlement of a grievance.

3.05 Representation.

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.

ARTICLE 4 UNION MEMBERSHIP REQUIREMENTS

4.01 Union membership.

The Board agrees that all employees who, at the date of 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.

New employees commencing employment with the Board shall become members of the Union within fifteen (15) days.

4.02 Human service workers.

The parties agree that the position of human service worker will be included in the bargaining unit on the understanding that the individuals holding the position at the time of signing this agreement may opt to remain outside of the bargaining unit for as long as they hold the position.

Any newly hired human service worker will be required to join the Union.

4.03 Community volunteers & work experience programs

The Board and the Union agree that volunteers bring a positive community involvement and their contribution is a valuable addition to the education of students.

The use of community volunteers and work experience programs shall not displace in full or in part or reduce the hours of work of any member of the Bargaining Unit.

ARTICLE 5 CHECK OFF OF UNION DUES

5.01 Check-off payments.

As a condition of employment, every employee shall sign a check-off form authorizing the Board to deduct from the employee's earnings and pay to the Union any dues, initiation fees or assessments legally levied.

The Board shall remit the dues deducted pursuant to such assignment to the secretary-treasurer 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.

Dues deductions shall commence upon the date of hire of a new employee.

5.02 Dues receipts.

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.

5.03 Notification.

The Union shall be notified of all appointments, hirings, lay-offs, re-hirings and terminations of employment with the month-end check-off statement. Notification of hirings shall contain classification and rate of pay and in the case of casual employees, the anticipated termination date.

5.04 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.

ARTICLE 6 NEW EMPLOYEES

6.01 Acquainting new employees.

The Board agrees to acquaint new employees with the fact 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 or representative.

ARTICLE 7 CORRESPONDENCE

7.01 Correspondence between the parties.

All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the Secretary-Treasurer of the Board and the Secretary of the Union.

ARTICLE 8 LABOUR MANAGEMENT MEETINGS

8.01 Joint meetings.

The Board or the Union may request a joint meeting to discuss matters of mutual concern regarding the application, interpretation or implementation of the Collective Agreement.

The committee shall not supersede the activities of other committees and does not have the power to bind either the Union or its members or the Board to any decision.

ARTICLE 9 LABOUR MANAGEMENT BARGAINING RELATIONS

9.01 Union bargaining committee.

Union bargaining committee shall be elected or appointed and consist of not more than four (4) members of the Union. The Union will advise the Board of the Union nominees to the Committee.

9.02 Function of the bargaining committee.

The Union bargaining committee shall be responsible for negotiating with the Board and/or their agents to establish wages, hours of work and other working conditions.

9.03 Time off for meetings.

Up to four (4) representatives of the Union on the bargaining committee, who are in the employ of the Board, shall have the right to attend meetings held within working hours without loss of remuneration.

ARTICLE 10 EMPLOYEE

DEFINITIONS

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

10.01 Probationary employee.

Probationary employee shall be defined as a person who is serving a probationary period of forty five (45) working days, for a regular appointment with the Board.

10.02 Casual employee.

Casual employee shall be defined as a person who is employed on a day to day basis and who has an anticipated termination date. Casual employee shall usually be hired as a temporary replacement necessitated by illness, injury, leave of absence, vacation or temporary filling of a vacancy.

In all cases, duration of employment shall not exceed sixty (60) continuous working days, unless the period is extended by mutual agreement. Such extension shall not be unreasonably withheld.

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.

10.03 Regular employee.

Regular employee shall be defined as a person who has satisfactorily completed forty five (45) working days service with the Board and who is employed on a regular full-time or part-time basis and includes those employees assigned to normal ten (10) month positions.

Regular part-time employees, working fifteen (15) hours or more a week shall receive benefit entitlement equal to full-time employees except as otherwise specified.

ARTICLE 11 GRIEVANCE PROCEDURE

11.01 Recognition of Union stewards and grievance committee.

In order to provide an orderly and speedy procedure for the settling of grievances, the stewards may assist any employee whom the steward represents in preparing and presenting the employee's grievance, in accordance with the grievance procedure.

11.02 Names of stewards and grievance committee.

The Union shall notify the Board in writing of the name of each steward and the department(s) the employee represents and the name of the chief steward. The Union will notify the Board of the members on the grievance committee.

11.03 Permission to leave work.

Union representatives shall be permitted time off without loss of pay to handle grievances, provided they have first sought and obtained permission from their immediate supervisor to absent themselves from their regular duties for that purpose, which permission shall not be unreasonably withheld.

11.04 Grievances and replies in writing.

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

11.05 Definition of grievance.

A grievance is defined as any difference that 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. The employee and a representative of the Union, if desired by the employee, shall first seek to settle the dispute with the employee's supervisor. At each step of the grievance procedure the grievor shall have the right to be present.

Step 2 - Failing satisfactory settlement within five (5) working days of receipt of such grievance, it shall be submitted to the Secretary-Treasurer of the Board.

Step 3 - Failing satisfactory settlement within five (5) working days, such grievance shall be referred to a grievance committee comprised of two (2) members each from the Board and the Union. The Committee shall, if it so desires, have its advisors in attendance. Failing satisfactory settlement within ten (10) days, the matter may be referred to arbitration.

11.06 Time limits.

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 grievance procedure shall be at an end.

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

11.07 Group Grievance.

Two (2) or more employees having the same grievance may process one group grievance through the grievance procedure.

11.08 Unsafe working conditions.

A claim by an employee or group of employees that they are working under unsafe working conditions shall be investigated as quickly as possible by the Board. No employee will be required to work on an assignment which is unsafe.

Such employee/s shall not be subject to disciplinary action and temporary alternative work at no loss in pay shall be provided until the matter is resolved.

ARTICLE 12 ARBITRATION PROCEDURE12.01 Composition of Board of Arbitration.

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.

By mutual agreement of the Union and the Board, a single arbitrator may be appointed by the parties.

12.02 Board procedure.

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.

12.03 Decision of the Board.

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.

12.04 Expense of the Board.

Each party shall pay:

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

12.05 Amending of time limits.

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

12.06 Witnesses.

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.

ARTICLE 13 DISCHARGE, SUSPENSION AND DISCIPLINE13.01 Right to have Union representative present.

Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview so that the employee may contact their Union representative to be present at the interview.

13.02 Discipline procedure.

The employee shall be notified in writing by the employer, with full disclosure of the reasons and/or penalty, with a copy to the president of the Union.

13.03 Warnings.

Whenever the Board or its authorized agent deems it necessary to censure an employee, in a manner indicating that dismissal or discipline may follow any further infraction or may follow if such employee fails to bring their work up to a required standard by a given date, the Board shall, within five (5) days thereafter, give written particulars of such censure to the employee involved, with a copy to the secretary of the Union.

13.04 Burden of proof.

In cases of discharge and/or discipline, the burden of proof of just cause shall rest with the Board.

13.05 Designation of supervisor.

Every employee shall be notified of the name of their immediate designated supervisor.

13.06 Crossing of picket lines during strike.

An employee covered by this Agreement may refuse to cross a legal picket line arising out of labour disputes. Failure to cross such a picket line by a member of this Union shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action, other than loss of pay for time not worked.

13.07 Personnel records.

An employee shall have the right to have access to and review their personnel record at a mutually agreeable time. Such access shall be arranged within a reasonable time of the request being made. An employee shall have the right to copy any material in their personnel file that pertains to the individual.

An appropriate School Board official shall be present when an employee is reviewing their file.

An employee shall be permitted to file a written response with respect to any information contained in the personnel file at the School Board Office. Such response shall become part of the personnel file.

ARTICLE 14 SENIORITY14.01 Principle of seniority.

Seniority is the length of service that an employee has with the District. The application of seniority shall be on a bargaining-unit-wide basis.

14.02 Probation for newly hired employees.

A newly hired employee shall be on probation for a period of forty five (45) working days from the date of hiring, during which time the employee shall be considered temporary with no seniority rights.

Upon satisfactory completion of the probationary period, seniority shall be retroactive to the date of hire to the regular position.

14.03 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 by October 31 of each year.

14.04 No loss of seniority.

An employee shall not lose seniority rights if the employee is absent from work because of sickness, accident, layoff other than provided in Article 14.05, or leave of absence approved by the Board.

14.05 Loss of seniority.

An employee shall only lose their seniority in the event:

- (a) He is discharged for just cause and is not reinstated.
- (b) He resigns.
- (c) He is absent from work in excess of three (3) working days without sufficient cause or without notifying their supervisor, unless such notice was not reasonably possible.

- (d) He fails to return to work within seven (7) calendar days following a layoff and 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 informed of their current address.
- (e) He is laid off for a period longer than twelve (12) months.
- (f) Employees re-hired after loss of seniority shall not retain any benefits for past service.

14.06 Transfers and seniority outside Bargaining Unit.

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside of the bargaining unit, the employee shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority.

14.07 Casual Employees – Secondary Seniority

Effective February 8, 2001, casual employees shall have secondary seniority for the purposes of job posting and shift assignment.

Secondary seniority shall be recognized once a casual employee works a total of 60 shifts in any six-month period.

- a. For the purposes of implementing the secondary seniority of an employee, the total number of shifts worked since September 1, 2000 shall be used.
- b. A shift shall be defined as any day on which an employee has worked.

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

Secondary seniority shall be lost in the event the employee:

- Refuses or fails to respond to 6 call-ins or call-outs within a 12 month period.
- The employee is terminated and not reinstated.
- The employee terminates employment with the Board.

A list showing the secondary seniority of each casual employee by number of shifts completed will be sent to the Union and posted as at February 23, 2001. This list will be used for job posting and shift assignment until the next update.

An up-to date list showing the position for which the employee is available, seniority date and number of shifts completed for each employee shall be sent to the Union and posted at each worksite in October and April of each year. The lists will be effective as at the first of the month.

A casual/temporary employee with secondary seniority shall notify the Employer as soon as possible when the employee is unable to accept a call-in because of illness. If the employee notifies the employer before a call-in the employee shall not be charged with a refusal. If the employee notifies the Employer after or at the time of a call-in the employee shall be charged with a refusal.

A casual/temporary employee with secondary seniority shall provide written notice in advance to the Employer when the employee is unavailable for work due to vacation or family responsibilities. Failure to do so will result in the employee being charged with a single refusal.

14.08 Casual Employees

The amount and type of casual employment will be considered in making any permanent appointment; however, this will not limit the Board's ability to appoint the most qualified person.

When a casual or temporary employee is confirmed in a position the employee filled on a temporary basis, the employee's seniority will be back dated to the first day when the employee started in that position on a temporary basis.

Effective July 1, 2006, a casual employee who has attained Secondary Seniority and is successful in obtaining a permanent position and passing the probationary period in the permanent position, shall have their seniority credited retroactively by the amount of the employee's accumulated Secondary Seniority

The amount of Secondary Seniority credited to the employee shall be used only for seniority purposes. It is not to be used for the purpose of calculating any other entitlements, including but not limited to vacation and sick leave, contained in this Agreement.

ARTICLE 15 PROMOTIONS AND STAFF CHANGES

15.01 Job postings.

When a vacancy occurs in any classification covered by this Agreement, or in the event of a new position being created, notice thereof shall be posted for five (5) working 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 closing date for accepting applications. Applications must be made in writing.

Postings shall state: "This is an internal posting only. Outside applicants shall be considered only after the position remains unfilled by internal applicants."

The Union shall be advised in writing of the name/s of the successful applicant/s within fourteen (14) days following the closing date of the posting where possible, but not later than thirty (30) days in unusual circumstances.

15.02 Vacancies occurring inJuly and August.

Vacancies occurring in July and August may be posted and filled prior to school opening in September. Any vacancies during the summer months shall be posted for a minimum of five (5) working days during the first three weeks in August in a visible location at all work sites. Employees out of town during this time may contact the School Board office, by telephone, for information on any postings.

15.03 Temporary vacancies.

This Article shall not apply to temporary replacements necessitated by illness, injury or leave of absence, or replacement of employees on vacation or for temporary filling of vacancies.

An employee who has been filling a temporary vacancy shall not be confirmed as permanently assigned to that position until the job has been posted and the successful applicant selected in accordance with this Article.

15.04 Trial period.

If the successful applicant is a regular employee the employee shall be placed on trial for a period of thirty (30) working days, during which time the employee shall receive the necessary familiarization for the position. Conditional on satisfactory service, such trial promotion shall become permanent after the period of thirty (30) working days.

In the event the successful applicant proves unsatisfactory in the position, or if the employee is unable or unwilling to continue to perform the duties of the job classification, the employee shall be returned to their former position at the prevailing rate without loss of seniority, and any other employees promoted or transferred because of the rearrangement of position shall also be transferred to their former position.

Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage, or salary rate, without loss of seniority and benefits.

15.05 Method of making appointments

In making promotions, transfers and demotions, the applicant with the greatest seniority and having the required qualifications, skills and abilities to perform the job applied for shall be awarded the position. The Board shall determine qualifications, skills and ability in a fair and equitable manner.

An employee who is bypassed in favour of a less senior employee to fill the vacant job shall be notified in writing as to the reason the employee was not accepted.

15.06 Aboriginal Support Services Worker

Due to the unique requirements of the position, additional special provisions will apply with respect to the posting and selection process for the position of Aboriginal Support Services Worker as follows:

- a) Priority will be given to candidates who are of Aboriginal heritage and who have a working knowledge of the local Aboriginal culture and traditions.
- b) Any appointment will be subject to the approval from representatives of the Aboriginal community as designated by the Aboriginal Education Council.

ARTICLE 16 LAYOFFS AND RECALLS

16.01 Role of seniority in layoffs

Both parties recognize that job security shall increase in proportion to length of service. In the event of a layoff the Board shall notify the incumbent employee and the Union when their position is subject to layoff.

For the purposes of this clause, a layoff shall be defined as the elimination of a position or a reduction in assigned hours in excess of thirty (30) percent.

When the employees' hours of work have been reduced the employee has the option of retaining the position with the reduced hours.

Where there are two or more identical positions at the same work site the position laid off shall be the person(s) in the junior position.

16.02 Bumping rights

Employees notified of a layoff may exercise their seniority rights to bump other employees, other than an education assistant, with less seniority provided the employee exercising the right has the necessary qualifications to perform the duties of the position held by the less senior employee. The employee shall notify the Board in writing within three working days of being notified in writing that the employee is laid off, of their intention to bump.

A education assistant who has received a layoff notice during the school year may only bump a less senior person in the same job classification the following September if that education assistant did not get an assignment and was unsuccessful in applying for posted vacancies.

The Board reserves the right to deny an employee to bump into a special needs assistant position if this would create a negative impact on the students served or the program to which the employee is assigned.

16.03 Recall procedure.

Employees shall be recalled in the order of their seniority, provided they are qualified to do the regular work available.

16.04 Education assistant recall.

Education assistants returning to work after the summer will return to the position they held in the previous June. Where their original position does not exist anymore, education assistants may apply for any posted vacancies. Where an education assistant is unsuccessful in obtaining any posted position and no further jobs are available, the education assistant will be laid off.

16.05 No new employees.

No new employees shall be hired until those laid off have been given an opportunity of recall.

16.06 Notice of lay-off.

The Board agrees to notify regular employees and the union of layoffs in accordance with the following periods of notice:

- (a) Two (2) weeks notice where the employee has completed a period of employment of at least six (6) consecutive months, and
- (b) After the completion of a period of employment of three (3) consecutive years, one additional week's notice, and for each subsequent completed year of employment, an additional week's notice up to a maximum of eight weeks' notice.
- (c) If an employee has not had the opportunity to work the days as provided in this Article, the employee shall be paid for the days for which work was not available.

ARTICLE 17 HOURS OF WORK17.0 1 Regular work day and work week.(a) Clerical.

The regular work day shall consist of a scheduled period of seven (7) hours of work between the hours of 8:00 a.m. and 5:00 p.m., plus a one-half hour or one hour unpaid interval for a meal.

(b) Maintenance.

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

(c) Custodial.

The regular work day for custodial employees shall be eight (8) consecutive hours per day, forty (40) hours per week inclusive of a one-half hour period for a meal to be taken on the job.

(d) Bus Drivers.

Bus drivers shall be paid a minimum of four (4) hours pay per driving day. The four (4) hours must be spent on the job in actual driving time and/or other duties as may be assigned.

(e) Regular workweek.

The regular work week shall consist of five (5) such days, Monday to Friday inclusive. The regular work week may be varied by mutual agreement between the Board and the Union.

(f) Theatre Technician

The theatre technician is expected to work flexible hours, including weekends and evenings up to the established hours within the following parameters:

- Overtime will be paid after 10 hours per day or 40 hours per week.
- The overtime rate will be 1.5 times the hourly rate for the first three hours and 2 times the hourly rate thereafter.

The average number of hours has been established at 20 hours per week; however, the actual hours may fluctuate depending on the need at the theatre.

17.02 Paid rest periods.

All employees shall be permitted a fifteen (15) minute rest period during each continuous work period of three hours or more.

17.03 Where no work is available.

A regular full-time employee or a regular part-time employee starting work on their regularly scheduled shift in any day and being sent home before the employee has completed four (4) hours work, shall be paid for the lesser of four (4) hours or the length of the regularly scheduled shift at their regular rate of pay.

In the event that an employee reports for work but is sent home before commencing work on their regularly scheduled shift, the employee shall be paid for the lesser of two (2) hours or the length of the regularly scheduled shift at their regular rate of pay, unless the employee was advised by the Board not to report to work.

17.04 Assignment of extra work.

Part-time employees shall be given an opportunity to perform extra hours of work, including that of temporary replacements, to reach a regular work day or week before hiring new employees. Such extra work will be first offered to part-time employees within the same building location and then to others within that geographical region where feasible. The Union shall provide a list of part-time employees who may wish to work extra hours.

17.05 Shift differential entitlement:

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 regular scheduled hours in a day within the shift shall be paid the appropriate shift differential for all regular hours worked that day.

17.06 Shift changes.

When it is necessary to change an employee's shift, twenty-four (24) hours prior notice shall be provided. When shifts are being changed there must be a minimum rest period of nine (9) hours between shifts. When an employee does not receive the minimum rest period, the employee shall be paid at overtime rates of pay for all hours worked on the subsequent shift.

17.07 Redistribution of custodial work.

The Board agrees that where it implements a reduction or an increase in hours of work in a Board building and where feasible, it shall redistribute the work as necessary so as to reduce or increase the employee's hours within the building so as to recognize bargaining-unit-wide seniority.

17.08 Determination of education assistant hours.

The Board shall endeavour to establish education assistant hours on or before September 15th of each year.

17.09 Education assistants.

When a student, who is assigned to an education assistant, is temporarily absent, the affected education assistant shall be provided alternate work for the first day of such absence.

Education assistants shall not assume any direct instructional responsibility for providing educational programs but may assist in:

- (a) providing assistance to individual students and groups of students;
- (b) maintaining student records or reports to parents;
- (c) the supervision of students.

Education assistants are under the general supervision of the school principal.

17.10 Education assistant time

Time required for education assistants to complete assigned duties will be included within the time allocated for the position.

17.11 Aboriginal Support Services Worker

This is a ten month position and is subject to all provisions of this collective agreement as they apply to education assistant positions.

The Aboriginal Support Services Worker shall be under the direct supervision of the District Principal and report to the school principals of students served.

Until a new job description is completed as per Schedule "E" of the Collective Agreement, the position will be governed by the job description as per Board Policy No. 8.180 with the exception of Regulation No. 1.

17.12 Four hour minimum workday

The Employer is committed to providing a minimum of 4 hours of work for a regular employee reporting for work.

Exemptions from the Four hour minimum:

- a. Noon/morning/bus/playground supervisors
- b. Crossing guards
- c. Small schools with fewer than 75 students in which case a two hour minimum will apply
- d. Other positions by mutual agreement

The four hours shall be consecutive but may be interrupted by a lunch period not to exceed one (1) hour.

Bus drivers are exempt from the requirement for consecutive hours. The daily hours shall be completed within a period of 12 consecutive hours.

Where posting is required, additional hours of less than four hours may be posted as "additional hours" and are available to employees who are able to accept the hours in addition to their current assignment. Where posting is not required, additional hours shall be assigned per the collective agreement.

In order to incorporate this clause into the collective agreement, current contract provisions shall be examined by the parties and the necessary amendments to the collective agreement shall be identified and completed.

ARTICLE 18 OVERTIME18.01 Overtime entitlement.

All overtime worked shall be paid as follows:

- (a) For the purpose of calculating overtime, overtime shall be paid on all hours worked over (a) seven (7) hours per day for clerical and education assistants, (b) eight (8) hours per day for all others, or (c) over thirty-five (35) hours in a week for clerical and education assistants, (d) over forty (40) hours in a week for all other employees.
- (b) All time worked over the regular work day shall be paid for at time and one-half (1 1/2) the regular rate for the first three (3) hours of overtime worked in any one day, and double (2) the regular rate thereafter until the commencement of the employee's next scheduled shift.
- (c) Overtime work on Saturday or the first day of rest in the case of shift work, shall be paid at the rate of time and one-half (1 1/2) the employee's regular rate for the first three (3) hours worked and two (2) times the regular rate thereafter.
- (d) Overtime work on Sunday or the second day of rest in the case of shift work, shall be paid at the rate of two (2) times the regular rate of the employee.

18.02 Overtime for part-time

employees.

A part-time employee working less than the regular working hours per day shall not qualify for overtime rates until the regular hours have been exceeded.

18.03 Time off in lieu of overtime.

Instead of cash payment for overtime an employee may request to receive time off at the appropriate overtime rate at a mutually agreeable time.

In the event time off cannot be operationally accommodated by August 31 following the date the overtime was worked, payment will be made in cash on August 31. In the case of ten-month employees, cash payment will be made on June 30.

18.04 Compensation for work on paid holidays.

If an employee is required to work on a statutory or public holiday, the employee shall be paid at double (2) their regular hourly rate, plus be given another day off with pay at a mutually agreeable date in lieu of the statutory holiday.

18.05 Call out pay guarantee.

An employee, who is called out to work outside their regular working hours, shall be paid for a minimum of three (3) hours at overtime rates.

ARTICLE 19 STATUTORY HOLIDAYS

19.01 Statutory holidays recognized.

An eligible employee shall be entitled to a holiday with pay at their regular rate for each of the following statutory holidays:

- New Year's Day
- Labour Day
- Dominion Day
- Good Friday
- Thanksgiving Day
- B.C. Day
- Easter Monday
- Remembrance Day
- Boxing Day
- Victoria Day
- Christmas 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, except where the statutory holiday falls within a period during which the employee is on a leave of absence without pay.

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

19.02 Eligibility.

- (a) A regular employee shall be eligible for each of the statutory holidays.
- (b) A ten (10) month employee shall be eligible for each of the statutory holidays falling within their period of employment.
- (d) A casual employee shall be eligible for a statutory holiday provided the employee has completed fifteen (15) days of work within the thirty (30) calendar days immediately preceding the holiday.
- (e) An employee who works less than full days or full weeks shall have their statutory holiday prorated on the basis of hours worked per week relative to a full time employee.

19.03 Statutory holidays during time off.

When any of the above-mentioned holidays fall on a 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 time mutually agreed upon between the employee and the Board.

19.04 When a holiday falls on a non-working day.

If a statutory or public holiday should fall on a non-working day, the Board shall declare that the working day immediately preceding the holiday or the working day immediately following the holiday or any other day mutually agreed to, shall be observed in lieu of the holiday. Should the Provincial Government choose another date, then that date shall be observed.

ARTICLE 20 VACATIONS**20.01 Length of vacations.**

A regular employee shall receive an annual vacation with pay in accordance with their years of employment as set out below. The time entitlement is as set out and the vacation pay shall be based on the percentage of annual gross earnings.

It is understood that leaves without pay, increased hours, overtime, etc., may mean that an employee's vacation pay may be more or less than the employee's regular pay for the vacation period.

Schedule:

Less than 1 year of employment	1-1/4 working days for each month to a maximum of 15 days.	6% of annual earnings
In the 2nd year of employment and each year thereafter	15 working days.	6% of annual earnings
In the 6th year of employment and each year thereafter	20 working days.	8% of annual earnings
In the 13th year of employment and each year thereafter	25 working days.	10% of annual earnings
In the 21st year of employment and each year thereafter	30 working days.	12% of annual earnings

Vacations shall be taken in the year in which they are earned.

A casual employee shall be entitled to 4% vacation pay, to be paid in the period in which it is earned.

The vacation year shall be September 1st to August 31st annually.

20.02 Leaving Board service.

- (a) An employee leaving the service of the Board before the employee has taken their vacation shall be entitled to a proportionate payment of wages in lieu of such vacation. An employee leaving the service of the Board after the employee has taken their vacation may be required to repay a proportionate amount. A deceased employee's estate shall be credited with the value of vacation credits owing them.
- (b) A regular employee, who terminates their service before completing one year of service, shall only receive 4% vacation pay.

20.03 Vacation period.

Vacations shall be taken at a mutually agreeable time arranged between the Board and the employee subject to operational requirements. In the event of conflicting vacation date preferences, the choice shall be determined in accordance with seniority. Except as otherwise provided in this Collective Agreement, an employee is entitled to schedule their vacation in one continuous period.

(a) Ten (10) month clerical

These employees will take their annual vacations during Christmas and Spring Breaks when the schools are closed in accordance with the school calendar as approved by the Board.

Employees entitled to additional days will take them after the end of the school year and receive any remaining accrued holiday pay in the last pay period prior to June 15.

(b) Twelve (12) month clerical.

At least three (3) weeks annual vacations will be granted during July and August.

(c) Maintenance.

At least three (3) weeks annual vacations will be granted during July and August.

(d) Custodians

Custodians will normally take at least four (4) weeks of their holiday's entitlement during July and August. However, a custodian may request to displace any casual employee doing extra work during July and August in order to reschedule up two (2) weeks of their vacation to another time during the school year.

20.04 Approved leaves during vacation.

Where an employee qualifies for sick leave, bereavement, or any other approved leave during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date as mutually agreed.

20.05 Vacation carry over

All employees are expected to schedule and use their vacation entitlement in the year it is accrued. The employer's permission is required for any employee to be able to carry over vacation entitlement and pay to a future vacation year.

20.06 Vacation year end pay out

No employee shall be permitted to take vacation pay out rather than take vacation time with pay. Any monies left in vacation accrual, except any amount permitted to be carried over, shall be paid out annually on the first paycheque in September.

ARTICLE 21 SICK LEAVE21.01 Sick leave defined.

- (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, while enrolled in a recognized treatment centre for substance abuse or accident for which compensation is not payable under the Workers' Compensation Act.
- (b) Regular part-time employees shall receive sick leave prorated in accordance with hours of work per month relative to hours of work of a regular full-time employee.

21.02 Accumulation of sick leave.

Sick leave shall be granted to regular employees on the basis of one and one-half (1 1/2) days for every month of service. On January 1st of every year the board will deposit to the credit of the employee the sick leave entitlement for the whole of that year. Any credit not earned in service shall be recovered from the employee. The unused portion of an employee's sick leave shall accrue for their future benefits to a maximum of 120 days. A deduction shall be made from accumulated sick leave of all normal working days (exclusive of statutory holidays) absent for sick leave.

21.03 Sick leave during leave or layoff.

When an employee is given leave of absence for any reason or is laid off on account of lack of work, the employee shall not receive sick leave credits for the period of such absence but shall retain their cumulative credit, if any, existing at the time of such layoff.

21.04 Extension of sick leave.

- (a) An employee who has exhausted their sick leave credits or does not qualify for sick leave with pay shall be allowed up to one (1) year's leave of absence without pay. At the end of one (1) year, an extension may be granted by the Board.
- (b) An employee who is on leave under the provision of this Article may maintain benefit coverage under Articles 25.01 and 25.03 provided the employee pays 100% of the cost. These benefit costs must be prepaid by the employee in order to maintain enrolment.
- (c) An employee who returns to work within one (1) year of medical leave shall return to the position held prior to the leave. An employee absent for more than one (1) year may use their seniority to bid on postings.

21.05 Proof of illness.

An employee may be required to produce a certificate from a duly qualified medical practitioner for any illness in excess of 3 days or after 5 sick days have been taken in the last year. The Board shall pay for medical certificates upon presentation of a receipt.

21.06 Sick leave records.

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 their credit.

21.07 Illness in the family.

Where an immediate member of the family of an employee, who lives in the residence of the employee, becomes ill and where alternate care can not be arranged or is not practical, an employee may be entitled after notifying their supervisor to use up to three days of their accumulated sick leave, per illness, to provide the care required.

21.08 Payment of unused sick leave.

An employee entitled to sick leave under this Article shall receive, upon termination of employment, the following percentum of their unused accumulated sick leave after a minimum of ten (10) years continuous service.

25% of unused sick leave after 10 years of service;

40% of unused sick leave after 15 years of service;

60% of unused sick leave after 20 years of service.

Payment of unused sick leave as entitled will be made to the estate in case of death of an employee.

ARTICLE 22 LEAVE OF ABSENCE22.01 Union business.

The Board agrees to grant time off without pay during any working day to officers of the Union in the employ of the Board for Union business purposes.

This shall include release time for the president or designate of the Union for the purpose of conducting Union business. The amount of release time shall be determined annually by the local and requests for such leave shall be in writing to the Employer no later than September 30.

Where the Board is unable to adequately fill the resulting part-time position, the release time may be cancelled at any time.

22.02 Grievance pay provisions.

The Board agrees that time spent in settling grievances during regular working hours, pursuant to Article 11 or 12 hereof by up to two (2) Union representatives shall be considered as time worked and paid at regular rates of pay.

22.03 Negotiation payprovisions.

Bargaining representatives in the employ of the District shall have the privilege of attending collective bargaining meetings with the Board if held during regular working hours without loss of remuneration. The Union agrees to notify the Board of the names of such employees, whose number, for the purpose of this section, shall not exceed a total of four (4) employees at any one time.

22.04 Leave of absence for Union functions.

- (a) Upon request to the Board, two (2) employees elected or appointed to represent the Union at conventions shall be allowed leave of absence.
- (b) Upon request to the Board, employees may be granted leave of absence to attend executive and committee meetings and seminars of CUPE, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated. Such leave shall not be unreasonably withheld.
- (c) An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without pay and without loss of seniority for a period of up to two years.
- (d) During leave of absence for union functions, the Board agrees to maintain the employee's regular wages and benefits. The Union shall reimburse the Board the employee's regular wage and fourteen percent (14%) for benefits for such leave.

22.05 Bereavement leave.

An employee shall be granted between one (1) and five (5) regularly scheduled consecutive work days leave without loss of salary or wages, in the case of the death of a parent, spouse, common law spouse, grandchild, brother, sister, child, grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law or daughter-in-law as required under the circumstances. Reasonable leave of absence may be granted with or without pay for travel and estate affairs. Any other request for bereavement leave shall be considered under Article 22.12.

22.06 Pregnancy Leave.

Pregnancy Leave shall be granted in accordance with the Employment Standards Act.

22.07 Adoption leave.

A period of three (3) days paid leave shall be provided for the purpose of adoption of a child. A further period of up to six (6) months unpaid leave will be provided under the conditions specified under Article 22.06 Maternity leave.

22.08 Parental leave.

Parental Leave shall be granted in accordance with the Employment Standards Act.

22.09 Paid jury or court witness duty leave

The Board shall grant leave of absence to an employee who serves as a juror or as a subpoenaed court witness other than on their own behalf. The Board shall pay such an employee the difference between their normal earnings and the payment the employee receives for jury service or court witness, excluding payment for traveling, meals or other expenses. The employee will present proof of service and the amount of pay received.

22.10 Medical care leave.

In recognition of the absence of adequate medical and dental facilities, employees shall be allowed paid leave of absence in order to engage in personal medical and dental care when the employee, or their dependents, is referred by their doctor or dentist to a medical practitioner or medical facility in another municipality. On request, employees may be required to show proof of medical or dental care. Such leave shall be deducted from the employee's accrued unused sick leave.

22.11 Special leave.

- (a) Employee's marriage – three (3) days paid leave
- (b) Birth of male employee's child - 1 day paid leave

22.12 General leave.

The Board may, upon 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. Such leave shall not be for taking up employment elsewhere. Accepting employment elsewhere shall be cause for immediate cancellation of such leave.

22.13 Leave for public duties.

The Board recognizes the right of employees to participate in public affairs. Upon request to the Secretary-Treasurer, an employee shall be granted leave of absence without pay to allow that employee to stand as a candidate in federal, provincial or municipal elections.

An employee who is elected to federal or provincial office shall, upon request, be granted leave of absence without pay and without seniority accumulation during the term of office.

An employee who is elected to municipal office may be allowed leave of absence without pay during the term of office. Such leaves shall not be unreasonably withheld.

22.14 Family Responsibility Leave.

Family Responsibility Leave shall be granted in accordance with the Employment Standards Act.

22.15 Compassionate Care Leave.

Compassionate Care Leave shall be granted in accordance with the Employment Standards Act.

ARTICLE 23 PAYMENT OF WAGES AND ALLOWANCES

23.01 Pay days.

The Board shall pay salaries and wages bi-weekly in accordance with schedules "A" and "B" attached hereto and forming part of this agreement. On each pay day each employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions. The Board is not required to create or fill such positions set out in schedules "A" and "B".

23.02 Assignments and Substitutes

(a) Clerical

An employee who, for a period of one (1) working day or longer, 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, from the beginning, the rate as if promoted to the job or the employee's rate, whichever is the greater.

(b) Maintenance/Custodial.

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 their regular rate, whichever is the greater.

23.03 Pay procedure.

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 (2) weeks prior to commencement of the vacation.

23.04 Increments - promotion,demotion.

An employee who is promoted or demoted (moves to a classification with higher or lower maximum respectively) will be placed at the next higher dollar figure on the new range in the case of promotion, and the next lower dollar figure on the new range in the case of demotion. In either case, the new increment date is the date of the change.

23.05 Premium pay.

A custodian, for purposes of determining sick leave benefits, shall have the head custodian premium included as part of regular wages.

23.06 Use of personal vehicle.

Where an employee is required and agrees to use their personal vehicle as part of their regular duties, the Board will reimburse the additional insurance costs and applicable mileage rates as per Board Policy.

23.07 Personal care allowance

The Board shall pay a 50 cents per hour allowance to education assistants working with students identified for funding purposes within the Ministry defined categories of autistic, severe to profound and/or multi-handicapped students for the hours they are assigned to these students.

ARTICLE 24 JOB CLASSIFICATION AND RECLASSIFICATION24.01 Classification changes and new positions.

When duties in any classification are substantially changed, or when a new position is created, 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.

ARTICLE 25 EMPLOYEE BENEFITS25.01 Health plans.

The Board and the employees shall share the cost of the following plans for those regular employees who have completed their probationary period and do not have other similar coverage:

- (a) B.C. Government Medical Plan (Board pays 80% of the premium) – effective January 1, 2001 (Board pays 100% of the premium);
- (b) Extended Health Benefit Plan, eyeglass option \$200.00. (Board pays 90% of the premium) – effective January 1, 2001 (Board pays 100% of the premium);
- (c) Dental Plan, which provides 90% A, 60% B and 60% C, maximum \$1,500.00. (Board pays 90% of the premium);

(d) Medical Travel Benefits (Extended Health Benefit Plan Supplement), hotel cost limit \$50.00 per night, (Board pays 90% of the premium) – effective January 1, 2001 (Board pays 100% of the premium).

25.02 Municipal Pension Plan.

- (a) All eligible employees covered by the Agreement shall participate in and be covered by the provisions of the Municipal Pension Plan.
- (b) An employee reaching the maximum retirement age may, at the discretion of the Board, continue in the Board's employment on a year to year basis following their 65th birthday.

25.03 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 BCSTA Non-Academic Group Life Insurance Plan or equivalent with benefits at two (2) times salary. (Board pays 90% of the premium) – effective January 1, 2001 (Board pays 100% of the premium).

The union will be given an opportunity to verify that a new plan is equivalent prior to its being changed.

25.04 Workers' Compensation pay supplement.

An employee prevented from performing their 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 upon request receive from the Board the difference between the amount payable by the Workers' Compensation Board and their regular salary. Such difference shall be deducted from the employee's accumulated sick leave, provided the employee has such benefits to their credit. Should the employee have no sick leave to their credit, then the employee shall be entitled only to the amount paid by the Workers' Compensation Board.

25.05 Continuation of benefits.

An employee receiving the benefits under Articles 25.01 and 25.03 shall continue to do so at regular sharing rates for the premiums during the summer months, provided the regular assignment of the employee is on the basis of ten (10) months a year and provided the employee returns to the job in September.

25.06 Long Term Disability.

- (a) The Board agrees to administer a Union sponsored Long Term Disability Plan for eligible employees. The Plan and the carrier shall be determined by the Union.
- (b) Upon completion of the probation period, all regular employees working fifteen (15) or more hours per week and not otherwise covered by a wage loss replacement plan shall participate in the Plan as a condition of employment.

(c) The Board agrees to deduct the premium from the earnings of each enrolled employee and forward the premiums and required reports once a month to the carrier of the Plan with a copy to the Union.

25.07 Death benefits

In the event of the death of an employee, their benefits will remain in effect for three (3) months following the month in which the death occurred. The employee's salary will continue for two pay periods at regular rates without any bonuses following the pay period in which the death occurred.

25.08 Pre-retirement counselling.

The employer agrees to provide two (2) unpaid days to the members of Local 2145 for a seminar for pre-retirement counselling purposes.

25.09 Employee Assistance Plan.

All regular employees with a continuing appointment of 15 hours per week or more will be included in a mutually agreeable Employee Assistance Plan. The Board will pay 60% and the employee will pay 40% of the premium cost for the plan.

25.10 Benefits Trust

The Parties have agreed to participate in a jointly trustee benefits trust and shall place their dental, extended health, group life insurance and accidental death and dismemberment benefit coverage specified in this Article (note – districts without AD&D would not include reference to that benefit) as soon as the trust is able to take on that responsibility.

Once the trust is able to take on that responsibility, the parties agree that they will participate on the following conditions:

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

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

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

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

ARTICLE 26 SAFETY AND**HEALTH****26.01 Visual Display Terminals (VDT).**

Where a pregnant employee who regularly works with VDT's requests a transfer away from the equipment for medical reasons and where the Board can accommodate it, the Board will grant such a transfer. If the transfer cannot be arranged the employee may take an unpaid leave of absence until she qualifies for maternity leave. Upon qualifying for maternity leave the benefits of Article 22.06 (a) are initiated.

26.02 Clothing.

The Board shall provide and clean all protective clothing, coveralls and gloves as required.

26.03 Injury pay provisions

An employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at their regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift. An employee who has received payment under this section shall receive pay for time necessarily spent for further medical treatment of the injury during regularly scheduled working hours, subsequent to the day of the accident.

26.04 Transportation of accident victims.

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Board.

26.05 Health and Safety Committee.

A Health and Safety Committee shall be established as follows:

The Committee shall be composed of not fewer than six (6) members chosen by and representing the Educations' Association, the Employer and CUPE equally.

Proposed terms of reference for the Committee:

- (a) meet monthly, except July and August to discuss safety-related matters;
- (b) minutes shall be circulated and posted at each work site and a copy shall be submitted to the W.C.B.;
- (c) promote safety in the district through the distribution of information;
- (d) develop and maintain a safety awareness program;
- (e) perform safety inspections in all district buildings, work and play areas;
- (f) make recommendations for enhancing safety with respect to procedures, equipment, buildings vehicles, etc.;
- (g) investigate safety-related accidents and make recommendations with respect to prevention of these accidents;

(h) The Committee shall follow the nationally recognized program as approved by Workers' Compensation Board.

26.06 Violence in the workplace

The Union and the Board agree that the School District No. 54 Policy on Health and Safety and Violence in the Workplace is a part of the Collective Agreement

ARTICLE 27 TECHNOLOGICAL CHANGE

27.01 Definition.

"Technological change" means

- (a) The introduction by the Board of a change in their work, undertaking or business, or a change in their equipment or material from the equipment or material previously used by the Board in their work, undertaking or business; or
- (b) Change in the manner the Board carries on their work, undertaking or business (related to the introduction of that equipment or material).

27.02 Advance notice.

Three (3) months before the introduction of technological change the Board shall notify the Union of the proposed change. The Board and the Union will meet to discuss the changes.

27.03 Income protection and transfers.

A regular employee who is displaced as a result of technological change 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.

An employee placed in a lower-rated position as a result of technological change shall not have their wages reduced but shall continue to receive their old rate until such time as the agreement rate for their new position is equal to their actual rate of pay.

An 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.

27.04 Training benefits.

Where new or greater skills are required than those already possessed by affected employees, where feasible such employees shall, at the expense of the Board, be given a reasonable period of time, during which they may perfect or acquire the skills necessitated by the technological change. There shall be no reduction in salary or benefits during the training period and no reduction in pay upon being reclassified in the new position.

ARTICLE 28 GENERAL**CONDITIONS****28.01 Courses of instruction.**

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 their job. Such payment shall be made upon the successful completion of the course.

28.02 Sexual harassment and personal harassment

The Board agrees that an employee has the right to work in an environment free of sexual and personal harassment.

A claim of sexual or personal harassment shall be considered as a grievance.

For the purpose of this Article, personal harassment will be defined as repeated intentional, unconstructive comments or actions which demean, belittle and humiliate a person, and includes threats or acts of direct physical violence.

Sexual harassment is defined as:

- a) inappropriate touching, including touching which is expressed to be unwanted.
- b) verbal abuse with a sexual connotation or any unwanted sexual remarks;
- c) compromising invitations;
- d) demands for sexual favours; or
- e) sexual assault

28.03 Bulletin boards.

The Board shall supply bulletin boards in the schools, Board office and maintenance shops so that the Union may post information of interest to its members.

28.04 Contracting out.

No regular employee shall be laid off or have their hours reduced as a consequence of contracting out work normally performed by members of the bargaining unit. This Article shall also apply to Article 17.04.

28.05 Driver records.

Any employee involved in the transportation of students may be required, from time to time, to produce a current driving record. Such request will normally not be made more than once every year unless serious concerns arise about the employee's driving habits.

28.06 Medical procedures.

Employees required to perform routine medical procedures shall be given child-specific training in accordance with the Inter-Ministerial Protocol and any updates thereto. A copy of the record of such training shall be maintained by the Board.

28.07 Administration of medication

An employee will normally not be required to administer medication to a student unless the following conditions are met:

- (a) The medication is required while the child is attending school.
- (b) A parent has requested the school's assistance and has signed a waiver concerning administration of the medication by the school or a district employee.
- (c) The employee has received training concerning the administration of the medication.
- (d) A medication log is maintained documenting the administration of the medication.

28.08 Internal mail.

The Union shall have access to the District mail service and employee mail boxes for communication to Union members, free of charge, provided any increased volume does not add extra costs to the employer.

28.09 Meal allowance.

Any employee required to work outside of their scheduled work area on the business of the Board shall receive reimbursement for meals, up to the maximum set in Board Policy, upon submission of receipts to their supervisor.

28.10 Appeals under the Schools Act

- (a) Where a pupil or parent/guardian files an appeal under the School Act (Section 11), upon receipt of notice of appeal, the employee and the Union shall be notified, be provided with a copy of the notice of appeal, and have the opportunity to provide a written reply to any allegations contained in the appeal.
- (b) The employee shall be entitled to attend any meeting in connection with the appeal where the appellant is present and shall have the right to representation by the Union.
- (c) The Board shall not make a decision on an appeal unless the employee concerned has had an opportunity to present their side of the issue to the Board.
- (d) Decisions of the Board relative to such appeals shall be communicated to all parties forthwith.

28.11 Professional development

Where professional development activities appropriate to the needs of CUPE members can be organized on a non-instructional day, the Board shall permit members of the classification for which the activity is organized to participate without loss of pay.

These activities will generally be organized on no more than two non-instructional days per school year.

ARTICLE 29 GENERAL29.01 Plural or feminine terms may apply.

Whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used, where the context of the party or parties hereto so require.

29.02 Access to information.

(a) The Board shall provide the Union with an employee list containing the following information, no later than October 31 each year:

- name
- mailing address
- home telephone number
- work site
- position or classification

(b) Upon request, the Board shall furnish copies of agendas and minutes of public Board meetings, annual audited financial statements, and the preliminary and final budget as approved by the Board.

29.03 Copy of agreement.

The Board shall provide every employee covered under this agreement with a copy of this agreement within 60 days of the conclusion of negotiations.

The format of such copy shall be agreed by the Board and the Union.

The Union will share equally in the cost of producing 150 copies of the agreement or 2 times the number of members covered, whichever is more.

The Union shall be supplied with twenty five (25) copies of the Agreement.

29.04 Indemnification

The Board shall indemnify and save harmless all employees covered by this agreement from any claim or action brought against the employee as a result of the lawful performance of their duties, provided that the employee shall first obtain written approval from the Board as to their choice of legal counsel and shall have provided the Board with full particulars of the alleged offense within a reasonable time after the charge has been laid against him.

29.05 Work experience

placements

The Board and the Union agree that the following guidelines for the placement of work experience participants apply:

1. CUPE members' participation is voluntary
2. Work experience students shall not be used to avoid bringing in replacement workers.
3. The Board shall not make any work experience placements that would result in the displacement of a regular or temporary employee, to replace an employee who is on lay-off, or to replace workers during a labour relations dispute.
4. If concerns arise which cannot be resolved by the Board and the Union, such placements shall be terminated.
5. All work experience programs involving CUPE employees must be approved in writing by the Board, the Union and the employee involved in the placement using a Work Experience Placement form as agreed between the Board and the Union.

ARTICLE 30 TERM OF AGREEMENT

Duration.

This Agreement shall be binding and remain in effect from July 1, 2006 to June 30, 2010 and shall continue from year to year thereafter unless either party gives to the other party notice to commence collective bargaining in accordance with the Labour Relations Board.

SIGNATURE PAGE

IN WITNESS WHEREOF both parties have executed this Agreement
this _____ day of _____, 2006.

**FOR AND ON BEHALF OF:
BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT No. 54
(Bulkley Valley)**

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2145**

Chairperson

President

Secretary Treasurer

Secretary

Secretary Treasurer

Schedule "A"**WAGE SCHEDULE – BASE RATE**

	Salary June 30, 2006	July 1/06 2% Increase	July 1/07 2% Increase	July 1/08 2% Increase	July 1/09 2% Increase
Student Labourer	\$13.70	\$13.97	\$14.25	\$14.54	\$14.83
Labourer	\$17.17	\$17.51	\$17.86	\$18.22	\$18.59
Custodian	\$17.85	\$18.21	\$18.57	\$18.94	\$19.32
Maintenance I Apprentices or helpers Computer Technician Minimum	\$18.22	\$18.58	\$18.96	\$19.34	\$19.72
Maintenance II Theatre Technician	\$18.90	\$19.28	\$19.66	\$20.06	\$20.46
Maintenance III	\$19.13	\$19.51	\$19.90	\$20.30	\$20.71
Maintenance Trades (Non Certified)	\$20.85	\$21.27	\$21.69	\$22.13	\$22.57
Computer Technician Maximum					
Trades Certified	\$22.59	*\$23.64	*\$24.71	*\$25.80	*\$26.61
Groundsman	\$18.12	\$18.48	\$18.85	\$19.23	\$19.61
Bus Driver	\$19.30	\$19.69	\$20.08	\$20.48	\$20.89
Foreman Custodian	\$20.27	\$20.68	\$21.09	\$21.51	\$21.94
Maintenance Foreman	\$24.23	\$24.71	\$25.21	\$25.71	\$26.23

* Includes Apprentice Sponsor Funding and Trades Adjustment

1. Shift differential

Afternoon shift: \$0.65 per hour for each hour on the shift

Night shift: \$0.80 per hour for each hour on the shift

2. Classrooms

When custodians are employed less than a full day the following shall be the basis of establishing the hours of work and determining the pay.

1 classroom schools: 2 hours

2 classroom schools: 3 hours

3 classroom schools: 3 1/2 hours

4 classroom schools: 4 1/2 hours

3. Lead hand

An employee appointed as a lead hand will receive \$0.90 per hour above the employee's regular rate:

4. Head custodian

The Board may appoint head custodian(s).

5. Dirty money

Dirty money at \$1.20 per hour will be paid to employees while 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) cleaning oil-fired furnaces and/or boilers.

6. Maintenance foreman rate differential

The maintenance foreman rate shall be a minimum of one dollar and fifty cents (\$1.50) per hour above the Trades certified rate.

“SCHEDULE “B”**PART 1****WAGE SCHEDULE – BASE RATE**

Description	Category	TOTAL June 30/06	2% Increase July 1/06	2% Increase July 1/07	2% Increase July 1/08	2% Increase July 1/09
Education Assistant	Start	\$14.75	\$15.05	\$15.35	\$15.65	\$15.96
Education Assistant	90 Days	\$15.26	\$15.57	\$15.88	\$16.19	\$16.52
Education Assistant	1 Year	\$15.90	\$16.22	\$16.54	\$16.87	\$17.21
Education Assistant - Career	Start	\$15.98	\$16.30	\$16.63	\$16.96	\$17.30
Education Assistant - Career	90 Days	\$16.49	\$16.82	\$17.16	\$17.50	\$17.85
Education Assistant - Career	1 Year	\$17.17	\$17.51	\$17.86	\$18.22	\$18.59
Education Assistant - Special Ed	Start	\$15.98	\$16.30	\$16.63	\$16.96	\$17.30
Education Assistant - Special Ed	90 Days	\$16.49	\$16.82	\$17.16	\$17.50	\$17.85
Education Assistant - Special Ed	1 Year	\$17.17	\$17.51	\$17.86	\$18.22	\$18.59
Secretary 1	Start	\$15.98	\$16.30	\$16.63	\$16.96	\$17.30
Secretary 1	90 Days	\$16.49	\$16.82	\$17.16	\$17.50	\$17.85
Secretary 1	1 Year	\$17.17	\$17.51	\$17.86	\$18.22	\$18.59
Secretary 2	Start	\$16.53	\$16.86	\$17.20	\$17.54	\$17.89
Secretary 2	90 Days	\$17.17	\$17.51	\$17.86	\$18.22	\$18.59
Secretary 2	1 Year	\$17.85	\$18.21	\$18.57	\$18.94	\$19.32
Secretary 2 - Part Time	Start	\$16.53	\$16.86	\$17.20	\$17.54	\$17.89
Secretary 2 - Part Time	90 Days	\$17.17	\$17.51	\$17.86	\$18.22	\$18.59
Secretary 2 - Part Time	1 Year	\$17.85	\$18.21	\$18.57	\$18.94	\$19.32
Secretary 2 - Maintenance	Start	\$16.53	\$16.86	\$17.20	\$17.54	\$17.89
Secretary 2 - Maintenance	90 Days	\$17.17	\$17.51	\$17.86	\$18.22	\$18.59
Secretary 2 - Maintenance	1 Year	\$17.85	\$18.21	\$18.57	\$18.94	\$19.32
Secretary 3	Start	\$17.92	\$18.28	\$18.64	\$19.02	\$19.40
Secretary 3	90 Days	\$18.60	\$18.97	\$19.35	\$19.74	\$20.13
Secretary 3	1 Year	\$19.27	\$19.66	\$20.05	\$20.45	\$20.86
Accounts Payable Clerk	Start	\$16.53	\$16.86	\$17.20	\$17.54	\$17.89
Accounts Payable Clerk	90 Days	\$17.17	\$17.51	\$17.86	\$18.22	\$18.59
Accounts Payable Clerk	1 Year	\$17.85	\$18.21	\$18.57	\$18.94	\$19.32
Human Service Worker	Start	\$15.98	\$16.30	\$16.63	\$16.96	\$17.30
Human Service Worker	90 Days	\$16.49	\$16.82	\$17.16	\$17.50	\$17.85
Human Service Worker	1 Year	\$17.17	\$17.51	\$17.86	\$18.22	\$18.59
Aboriginal Support Services Worker 1	Start	\$15.98	\$16.30	\$16.63	\$16.96	\$17.30
Aboriginal Support Services Worker 1	90 Days	\$16.49	\$16.82	\$17.16	\$17.50	\$17.85
Aboriginal Support Services Worker 1	1 Year	\$17.17	\$17.51	\$17.86	\$18.22	\$18.59
Aboriginal Support Services Worker 2	Start	\$16.53	\$16.86	\$17.20	\$17.54	\$17.89
Aboriginal Support Services Worker 2	90 Days	\$17.17	\$17.51	\$17.86	\$18.22	\$18.59
Aboriginal Support Services Worker 2	1 Year	\$17.85	\$18.21	\$18.57	\$18.94	\$19.32
Aboriginal Support Services Worker 3	Start	\$17.92	\$18.28	\$18.64	\$19.02	\$19.40
Aboriginal Support Services Worker 3	90 Days	\$18.60	\$18.97	\$19.35	\$19.74	\$20.13
Aboriginal Support Services Worker 3	1 Year	\$19.27	\$19.66	\$20.05	\$20.45	\$20.86

* Does not include pay equity (see SCHEDULE “B” – Part 2)

Education Assistants

1. Education Assistants will normally be paid at Payroll Category #1.
2. Those education assistants possessing the following qualifications will be classified as special assistants and will be paid at Payroll Category #2 for those hours they work in a special needs assignment:
 - a) Two years of successful experience working with special needs children in a K- 12 educational environment, AND
 - b) Successful completion of 1 year of training at a recognized post secondary institution in the areas of:
 - Human Services Worker,
 - Social Services Training Program,
 - Community Service Program,
 - Early Childhood Education,

or equivalent as approved by the Assistant Superintendent, OR

- c) Nine university level units in special education or equivalent as approved by the Assistant Superintendent:
 - Introduction to Exceptional Children
 - Teaching Students with Mental Handicaps
 - Education of Students with Multiple Physical Handicaps
 - Educating Students with Behaviour and Social Disorders
 - Technology of Special Needs Students
 - Diagnosis/Remediation of Learning Disabilities
 - Teaching the Slower Learner
 - Behaviour Management
 - Remedial Mathematics
 - Language Development
 - Mastery Learning
 - Signing
 - Blissymbolics

or equivalent as approved by the Assistant Superintendent.

Aboriginal Support Services Worker Classification

Aboriginal Support Services Worker 1, Category 2.

Previous successful experience as an Aboriginal Support Services Worker or home-school counselor;

Aboriginal Support Services Worker 2, Category 3.

- Basic requirements for Aboriginal Support Services Worker 1, plus
- Successful completion of a one year college programme that includes course work in child psychology, social work or counselling psychology, or equivalent training as approved by the Board.
- An example of such a programme would be the Human Service Worker Programme at the Northwest Community College

Aboriginal Support Services Worker 3, Category 4.

- Basic requirements for Aboriginal Support Services Worker 2, plus
- Successful completion of a second year college level in counselling or a closely related skill area., or equivalent training as approved by the Board.
- An example of such a programme would be the Human Service Worker Programme level 2.

SCHEDULE "B"

PART 2

TOTAL SALARY INCLUDING PAY EQUITY

Description	Category	BASE SALARY June 1/06	PAY EQUITY July 1/06	PAY EQUITY July 1/07	PAY EQUITY July 1/08	PAY EQUITY July 1/09	TOTAL SALARY July 1/09
Education Assistant	Start	\$14.75	\$0.96	\$0.98	\$1.00	\$1.02	\$16.98
Education Assistant	90 Days	\$15.26	\$0.99	\$1.01	\$1.03	\$1.05	\$17.57
Education Assistant	1 Year	\$15.90	\$1.03	\$1.05	\$1.07	\$1.09	\$18.30
Education Assistant - Career	Start	\$15.98	\$2.39	\$2.43	\$2.48	\$2.53	\$19.83
Education Assistant - Career	90 Days	\$16.49	\$2.39	\$2.43	\$2.48	\$2.53	\$20.38
Education Assistant - Career	1 Year	\$17.17	\$2.39	\$2.43	\$2.48	\$2.53	\$21.12
Education Assistant - Special Ed	Start	\$15.98	\$3.01	\$3.07	\$3.13	\$3.19	\$20.49
Education Assistant - Special Ed	90 Days	\$16.49	\$3.01	\$3.07	\$3.13	\$3.19	\$21.04
Education Assistant - Special Ed	1 Year	\$17.17	\$3.15	\$3.21	\$3.28	\$3.34	\$21.93
Secretary 1	Start	\$15.98	\$0.00	\$0.00	\$0.00	\$0.00	\$17.30
Secretary 1	90 Days	\$16.49	\$0.00	\$0.00	\$0.00	\$0.00	\$17.85
Secretary 1	1 Year	\$17.17	\$0.00	\$0.00	\$0.00	\$0.00	\$18.59
Secretary 2	Start	\$16.53	\$2.75	\$2.81	\$2.87	\$2.92	\$20.82
Secretary 2	90 Days	\$17.17	\$2.75	\$2.81	\$2.87	\$2.92	\$21.51
Secretary 2	1 Year	\$17.85	\$2.75	\$2.81	\$2.87	\$2.92	\$22.24
Secretary 2 - Part Time	Start	\$16.53	\$0.27	\$0.27	\$0.28	\$0.28	\$18.17
Secretary 2 - Part Time	90 Days	\$17.17	\$0.27	\$0.27	\$0.28	\$0.28	\$18.87
Secretary 2 - Part Time	1 Year	\$17.85	\$0.27	\$0.27	\$0.28	\$0.28	\$19.60
Secretary 2 - Maintenance	Start	\$16.53	\$1.21	\$1.24	\$1.26	\$1.29	\$19.18
Secretary 2 - Maintenance	90 Days	\$17.17	\$1.21	\$1.24	\$1.26	\$1.29	\$19.87
Secretary 2 - Maintenance	1 Year	\$17.85	\$1.21	\$1.24	\$1.26	\$1.29	\$20.61
Secretary 3	Start	\$17.92	\$2.39	\$2.43	\$2.48	\$2.53	\$21.93
Secretary 3	90 Days	\$18.60	\$2.39	\$2.43	\$2.48	\$2.53	\$22.67
Secretary 3	1 Year	\$19.27	\$2.39	\$2.43	\$2.48	\$2.53	\$23.39
Accounts Payable Clerk	Start	\$16.53	\$3.06	\$3.12	\$3.18	\$3.25	\$21.14
Accounts Payable Clerk	90 Days	\$17.17	\$3.06	\$3.12	\$3.18	\$3.25	\$21.83
Accounts Payable Clerk	1 Year	\$17.85	\$3.06	\$3.12	\$3.18	\$3.25	\$22.57
Human Service Worker	Start	\$15.98	\$2.72	\$2.78	\$2.83	\$2.89	\$20.19
Human Service Worker	90 Days	\$16.49	\$2.72	\$2.78	\$2.83	\$2.89	\$20.74
Human Service Worker	1 Year	\$17.17	\$2.72	\$2.78	\$2.83	\$2.89	\$21.48
Aboriginal Support Services Worker 1	Start	\$15.98	\$0.00	\$0.00	\$0.00	\$0.00	\$17.30
Aboriginal Support Services Worker 1	90 Days	\$16.49	\$0.00	\$0.00	\$0.00	\$0.00	\$17.85
Aboriginal Support Services Worker 1	1 Year	\$17.17	\$0.00	\$0.00	\$0.00	\$0.00	\$18.59
Aboriginal Support Services Worker 2	Start	\$16.53	\$1.45	\$1.48	\$1.51	\$1.54	\$19.43
Aboriginal Support Services Worker 2	90 Days	\$17.17	\$1.45	\$1.48	\$1.51	\$1.54	\$20.12
Aboriginal Support Services Worker 2	1 Year	\$17.85	\$1.45	\$1.48	\$1.51	\$1.54	\$20.86
Aboriginal Support Services Worker 3	Start	\$17.92	\$1.53	\$1.56	\$1.59	\$1.62	\$21.02
Aboriginal Support Services Worker 3	90 Days	\$18.60	\$1.53	\$1.56	\$1.59	\$1.62	\$21.76
Aboriginal Support Services Worker 3	1 Year	\$19.27	\$1.53	\$1.56	\$1.59	\$1.62	\$22.48

* Rates include Schedule B plus Pay Equity (SCHEDULE "D")

SCHEDULE “C”

PAY EQUITY – BASE RATE

Description	Category	Pay Equity July/97 LIFT 1	Pay Equity July/98 LIFT 2	Pay Equity July/99 LIFT 3	Pay Equity July/00 LIFT 4	Pay Equity July/01 LIFT 5	Pay Equity July/02 LIFT 6	Pay Equity July 1/03 LIFT 7	Total Base Pay Equity Paid to Date
Education Assistant	Start	\$0.13	\$0.13	\$0.14	\$0.14	\$0.13	\$0.14	\$0.10	\$0.91
Education Assistant	90 Days	\$0.14	\$0.14	\$0.14	\$0.14	\$0.14	\$0.15	\$0.09	\$0.94
Education Assistant	1 Year	\$0.14	\$0.14	\$0.15	\$0.15	\$0.15	\$0.15	\$0.10	\$0.98
Education Assistant - Career	Start	\$0.33	\$0.33	\$0.34	\$0.34	\$0.33	\$0.35	\$0.24	\$2.26
Education Assistant - Career	90 Days	\$0.33	\$0.33	\$0.34	\$0.34	\$0.33	\$0.35	\$0.24	\$2.26
Education Assistant - Career	1 Year	\$0.33	\$0.33	\$0.34	\$0.34	\$0.33	\$0.35	\$0.24	\$2.26
Education Assistant - Special Ed	Start	\$0.41	\$0.41	\$0.42	\$0.42	\$0.42	\$0.44	\$0.31	\$2.83
Education Assistant - Special Ed	90 Days	\$0.41	\$0.41	\$0.42	\$0.42	\$0.42	\$0.44	\$0.31	\$2.83
Education Assistant - Special Ed	1 Year	\$0.42	\$0.42	\$0.44	\$0.44	\$0.44	\$0.46	\$0.33	\$2.95
Secretary 2	Start	\$0.37	\$0.37	\$0.39	\$0.39	\$0.38	\$0.40	\$0.29	\$2.59
Secretary 2	90 Days	\$0.37	\$0.37	\$0.39	\$0.39	\$0.38	\$0.40	\$0.29	\$2.59
Secretary 2	1 Year	\$0.37	\$0.37	\$0.39	\$0.39	\$0.38	\$0.40	\$0.29	\$2.59
Secretary 2 - Part Time	Start	\$0.04	\$0.04	\$0.04	\$0.04	\$0.04	\$0.04	\$0.02	\$0.26
Secretary 2 - Part Time	90 Days	\$0.04	\$0.04	\$0.04	\$0.04	\$0.04	\$0.04	\$0.02	\$0.26
Secretary 2 - Part Time	1 Year	\$0.04	\$0.04	\$0.04	\$0.04	\$0.04	\$0.04	\$0.02	\$0.26
Secretary 2 - Maintenance	Start	\$0.16	\$0.16	\$0.17	\$0.17	\$0.17	\$0.18	\$0.12	\$1.13
Secretary 2 - Maintenance	90 Days	\$0.16	\$0.16	\$0.17	\$0.17	\$0.17	\$0.18	\$0.12	\$1.13
Secretary 2 - Maintenance	1 Year	\$0.16	\$0.16	\$0.17	\$0.17	\$0.17	\$0.18	\$0.12	\$1.13
Secretary 3	Start	\$0.33	\$0.33	\$0.34	\$0.34	\$0.33	\$0.35	\$0.24	\$2.26
Secretary 3	90 Days	\$0.33	\$0.33	\$0.34	\$0.34	\$0.33	\$0.35	\$0.24	\$2.26
Secretary 3	1 Year	\$0.33	\$0.33	\$0.34	\$0.34	\$0.33	\$0.35	\$0.24	\$2.26
Accounts Payable Clerk	Start	\$0.42	\$0.42	\$0.43	\$0.43	\$0.43	\$0.45	\$0.31	\$2.89
Accounts Payable Clerk	90 Days	\$0.42	\$0.42	\$0.43	\$0.43	\$0.43	\$0.45	\$0.31	\$2.89
Accounts Payable Clerk	1 Year	\$0.42	\$0.42	\$0.43	\$0.43	\$0.43	\$0.45	\$0.31	\$2.89
Human Service Worker	Start	\$0.37	\$0.37	\$0.38	\$0.38	\$0.38	\$0.40	\$0.28	\$2.56
Human Service Worker	90 Days	\$0.37	\$0.37	\$0.38	\$0.38	\$0.38	\$0.40	\$0.28	\$2.56
Human Service Worker	1 Year	\$0.37	\$0.37	\$0.38	\$0.38	\$0.38	\$0.40	\$0.28	\$2.56
Aboriginal Support Services Worker 2	Start	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.21	\$0.15	\$1.36
Aboriginal Support Services Worker 2	90 Days	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.21	\$0.15	\$1.36
Aboriginal Support Services Worker 2	1 Year	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.21	\$0.15	\$1.36
Aboriginal Support Services Worker 3	Start	\$0.21	\$0.21	\$0.21	\$0.21	\$0.21	\$0.22	\$0.17	\$1.44
Aboriginal Support Services Worker 3	90 Days	\$0.21	\$0.21	\$0.21	\$0.21	\$0.21	\$0.22	\$0.17	\$1.44
Aboriginal Support Services Worker 3	1 Year	\$0.21	\$0.21	\$0.21	\$0.21	\$0.21	\$0.22	\$0.17	\$1.44

SCHEDULE “D”

PAY EQUITY – INCLUDING WAGE INCREASES

Description	Category	Total Pay Equity July 1/03	July-06 2%	July-07 2%	July-08 2%	July-09 2%
Education Assistant	Start	\$0.94	0.96	\$0.98	\$1.00	\$1.02
Education Assistant	90 Days	\$0.97	\$0.99	\$1.01	\$1.03	\$1.05
Education Assistant	1 Year	\$1.01	\$1.03	\$1.05	\$1.07	\$1.09
Education Assistant - Career	Start	\$2.34	\$2.39	\$2.43	\$2.48	\$2.53
Education Assistant - Career	90 Days	\$2.34	\$2.39	\$2.43	\$2.48	\$2.53
Education Assistant - Career	1 Year	\$2.34	\$2.39	\$2.43	\$2.48	\$2.53
Education Assistant - Special Ed	Start	\$2.95	\$3.01	\$3.07	\$3.13	\$3.19
Education Assistant - Special Ed	90 Days	\$2.95	\$3.01	\$3.07	\$3.13	\$3.19
Education Assistant - Special Ed	1 Year	\$3.09	\$3.15	\$3.21	\$3.28	\$3.34
Secretary 1	Start	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Secretary 1	90 Days	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Secretary 1	1 Year	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Secretary 2	Start	\$2.70	\$2.75	\$2.81	\$2.87	\$2.92
Secretary 2	90 Days	\$2.70	\$2.75	\$2.81	\$2.87	\$2.92
Secretary 2	1 Year	\$2.70	\$2.75	\$2.81	\$2.87	\$2.92
Secretary 2 - Part Time	Start	\$0.26	\$0.27	\$0.27	\$0.28	\$0.28
Secretary 2 - Part Time	90 Days	\$0.26	\$0.27	\$0.27	\$0.28	\$0.28
Secretary 2 - Part Time	1 Year	\$0.26	\$0.27	\$0.27	\$0.28	\$0.28
Secretary 2 - Maintenance	Start	\$1.19	\$1.21	\$1.24	\$1.26	\$1.29
Secretary 2 - Maintenance	90 Days	\$1.19	\$1.21	\$1.24	\$1.26	\$1.29
Secretary 2 - Maintenance	1 Year	\$1.19	\$1.21	\$1.24	\$1.26	\$1.29
Secretary 3	Start	\$2.34	\$2.39	\$2.43	\$2.48	\$2.53
Secretary 3	90 Days	\$2.34	\$2.39	\$2.43	\$2.48	\$2.53
Secretary 3	1 Year	\$2.34	\$2.39	\$2.43	\$2.48	\$2.53
Accounts Payable Clerk	Start	\$3.00	\$3.06	\$3.12	\$3.18	\$3.25
Accounts Payable Clerk	90 Days	\$3.00	\$3.06	\$3.12	\$3.18	\$3.25
Accounts Payable Clerk	1 Year	\$3.00	\$3.06	\$3.12	\$3.18	\$3.25
Human Service Worker	Start	\$2.67	\$2.72	\$2.78	\$2.83	\$2.89
Human Service Worker	90 Days	\$2.67	\$2.72	\$2.78	\$2.83	\$2.89
Human Service Worker	1 Year	\$2.67	\$2.72	\$2.78	\$2.83	\$2.89
Aboriginal Support Services Worker 1	Start	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Aboriginal Support Services Worker 1	90 Days	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Aboriginal Support Services Worker 1	1 Year	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Aboriginal Support Services Worker 2	Start	\$1.42	\$1.45	\$1.48	\$1.51	\$1.54
Aboriginal Support Services Worker 2	90 Days	\$1.42	\$1.45	\$1.48	\$1.51	\$1.54
Aboriginal Support Services Worker 2	1 Year	\$1.42	\$1.45	\$1.48	\$1.51	\$1.54
Aboriginal Support Services Worker 3	Start	\$1.50	\$1.53	\$1.56	\$1.59	\$1.62
Aboriginal Support Services Worker 3	90 Days	\$1.50	\$1.53	\$1.56	\$1.59	\$1.62
Aboriginal Support Services Worker 3	1 Year	\$1.50	\$1.53	\$1.56	\$1.59	\$1.62

* Rounding to two (2) decimal points.

Schedule "E"

LETTER OF UNDERSTANDING ON JOB DESCRIPTIONS

between

**THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO. 54 (BULKLEY VALLEY)**

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2145

The Board and The Union agree to continue the work of a committee consisting of 2 representatives of the Board and 2 representatives of the Union, established to develop job descriptions for all classifications covered by the collective agreement. The committee is expected to complete its work over a six month period following the signing of the contract.

Upon completion of the work, the proposed job descriptions will be presented to the Board and the Union for ratification and will then be adopted as the recognized job descriptions for all positions covered by this collective agreement and shall be attached as Schedule "F" to this agreement.

Signed this 21 day of December, 1995

For the Board

For the Union

Bob Macleod
Chairman

Carl Irving
President (acting)

[Signature]
Secretary Treasurer

Walter McQuinn
~~Secretary~~
Chief Shop Steward

Schedule "F"

LETTER OF AGREEMENT ON PAY EQUITY

between
**THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO. 54 (BULKLEY VALLEY)**
and
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2145

The parties mutually agree that a Gender Neutral Job Evaluation Plan will be initiated upon the signing of this agreement. The results and recommendations of the Joint Job Evaluation Plan, agreed to by the signed terms of reference, will be implemented and become part of the collective agreement upon ratification by both parties and approval by PSEC.

Implementation and continuation of the Plan will be contingent on the availability of additional funding for this purpose.

Wages dedicated to the plan will not exceed those made available by the Provincial Government for this purpose.

Signed this 21 day of December, 1995

For the Board

For the Union

Bob Hoyle
Chairman

Carol Mueg
President (acting)

[Signature]
~~Secretary~~ Treasurer

Ujif M. Quersfall
~~Secretary~~
Chief Shop Steward

SCHEDULE "G"

DEFERRED SALARY LEAVE PLAN

Ancillary Agreement

between

**THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO.54 (BULKLEY VALLEY)**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2145**

1. "Committee" refers to the Board Finance Committee and two appointees of the Union.
2. "Eligible Employee" means a member of C.U.P.E. Local 2145 or an employee excluded from Union membership by virtue of being in a supervisory or confidential position.
3. Position on Return 4.7

On return from their leave of absence, the employee will be assigned to the position with the Board which the employee held prior to taking the leave of absence, providing such a position still exists. If the position has been made redundant because of changing circumstances, technological, financial or other, the employee will be offered a position similar to that which was held prior to the leave. It is recognized by the Board and the Union that this may result in bumping.

4. Fringe Benefits 5.1

During a leave of absence, the participant is obliged to pay the total cost of any fringe benefit. The Board shall pay such costs on behalf of the participant on their request, and deduct the monies so paid from the monies otherwise payable to the participant during the leave of absence.

5. Sick Leave 5.2

Sick leave credits will be in accordance with the current Collective Agreement but will not accrue or be available during the leave of absence. Upon return from leave, the employee will have the previously unused sick leave credited to their account.

6. Superannuation and U.I.C. 5.3

The Board will make superannuation deductions required by the Municipal Pension Plan. The participant shall be responsible for the employee and employer shares of Canada Pension Plan and Unemployment Insurance Commission premiums, if such payment is required by the Government.

7. Seniority 5.4

Seniority shall accrue during the leave of absence; however, it is agreed that no salary increments will be earned by a participant during the period of leave of absence.

8. With reference to Schedule "B", Item 3, Year of Leave, it shall be understood that the Year of Leave may commence on January 1, rather than July 1, at the discretion of the employee, and further, by mutual consent of the employee and the Board, the year of leave may commence at any given time.

SCHEDULE "H"
For Reference Only

APPENDIX B



June 6, 2000

Ref. No. 116240

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

and

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

Dear Irene Holden and Vince Ready:

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

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

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

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

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

... 2

Province of
British Columbia

Minister of
Finance and
Corporate Relations

Parliament Buildings
Victoria, British Columbia
V8V 1X4
Telephone: (604) 387-3751

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2. Should the \$5 million in the fund identified in paragraph #1 above not be entirely expended for purposes related to the Four Hour Minimum Work Day Fund, any surplus will be transferred to the employment security fund on a yearly basis. That fund is identified in paragraph #3 below. This arrangement is also recommended by IIC #2 and described in the Report.
3. The monies committed by government and recommended by IIC #2 for employment security (\$3.5 million, annually) on each of July 1, 2000, July 1, 2001 and July 1, 2002 to the Support Staff Job Security Fund as described in the IIC #2 Report.
4. The monies committed by government and recommended by IIC #2 to fund the LTD plan (\$1.8 million, annually) on January 1, 2002, January 1, 2003 and each January 1, thereafter, to the Joint Benefits Trust fund mentioned in the IIC #2 Report and the Accords.

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

Sincerely,



Paul Ramsey
Minister of Finance and
Corporate Relations

Schedule "I"**LETTER OF UNDERSTANDING ON JOB DESCRIPTIONS/JOB EVALUATION**

between

**THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO. 54 (BULKLEY VALLEY)**

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2145

The parties agreed in 1995 to undertake a process to comply with the PSEC Pay Equity Program. The parties agreed on the ratings and the value of jobs within the bargaining unit as required by the PSEC policy. The parties also agreed that they would jointly write job descriptions. Letters of Understanding for these items are included in the Collective Agreement.

The PSEC policy requires that there be an on-going mutually agreed to gender neutral job evaluation plan. The parties agree that the previously agreed to plan should be the one used by the parties to resolve job evaluation issues.

To that end the parties agree to the following process to be completed no later than July 1, 2007:

1. The parties will jointly identify the documents that make up the current job evaluation plan and ensure they are complete.
2. The parties will write job descriptions based on the duties and responsibilities of the positions evaluated during the pay equity review and process. These job descriptions and the job evaluation plan shall be used as the basis for the Maintenance Plan for the Job Evaluation Program.
3. If the employer wishes to include duties, responsibilities and qualifications not previously valued, then the parties will rate these revised jobs at the time that they write the job descriptions. There will be no retroactive adjustment to the wage assigned to the revised jobs. The new rates of pay (if any) will be effective July 1, 2007.
4. The parties agree, provided items #1-3 are completed by July 1, 2007, to the following job evaluation maintenance plan effective July 1, 2007.

Maintenance Plan for the Job Evaluation Program

There will be a Joint Job Evaluation Committee, (the Committee) made up of two (2) representatives from the Employer and two (2) representatives from the Union.

The role of the Committee will be to administer the job evaluation plan. Either party may engage advisors to assist them in this process. Any costs of an advisor will be borne by the party engaging the advisor.

It is understood and agreed that authority for determining and assigning duties, responsibilities and qualifications rests solely with the Employer.

a) Revised positions:

Where an employee or supervisor believe that the duties and/or responsibilities of the position have substantially changed, the changes will be forwarded in writing to the Committee for review provided that at least twelve (12) months have passed since the position was last reviewed. The Committee shall then review the agreed upon job description and if it is no longer an accurate reflection of the duties, responsibilities and qualifications of the position, the Committee will write a new job description based on information obtained by the Committee as a result of its investigation. The Committee shall rate the position only if the job description is changed.

Any changes to the rate of pay will be set by the Committee and will be consistent with the terms, conditions and ratings of the existing job evaluation plan and pay equity plan.

If there is a change in the rate of pay as a result of this process, the new rate of pay shall commence with the first full pay period following the receipt of the written request for review.

b) New positions:

Any new position created by the Employer (not covered by a recognized job description) shall have an interim rate of pay set by the employer. After the incumbent(s) have been in the new position(s) for six (6) months, the Committee will review the new position and rate the position using the job evaluation plan. If the rating results in a higher rate of pay, then the interim rate, the incumbent(s) shall be paid the higher rate of pay retroactive to the start date in the new position. If the rating results in a rate of pay lower than the interim rate, the incumbent(s) shall be paid the lower rate of pay commencing with the start of the next full pay period following the date of written notification to the incumbent(s).

c) F i v e (5) y e a r r e v i e w : Notwithstanding a) and b), all positions will be reviewed at least once every five (5) years.

d) Dispute Resolution:

If the Committee is unable to reach mutual agreement in a), b), c) above, the Committee may engage advisors as provided for above, to assist in resolving the disagreement. Failure to reach mutual agreement after the involvement of the advisors shall be resolved by referring the issue directly to Arbitration as per the provisions of the Collective Agreement.

Pursuant to the terms of the Collective Agreement, the Arbitrator shall decide the matter upon which the Joint Job Evaluation Committee has been unable to agree and the decision of the Arbitrator shall be final and binding.

The Arbitrator shall be bound by this agreement, the job evaluation plan and the pay equity plan and shall not have the power to modify or amend any of the provisions. The jurisdiction of the Arbitrator shall be limited to the matter in dispute, as submitted by the parties.

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.

The Arbitrator's fees and expenses shall be borne equally between the Employer and the Union.

- e) Once the parties reach agreement on the outstanding issues in #1-3 then Article 24.01 will be replaced by the language covering the Maintenance Plan for the Job Evaluation Program in #4 above.
- f) If the parties are unable to reach agreement and resolve outstanding matters covered by #1- 3 above either party may use the provisions of Article 24.01 to resolve any outstanding matter

