

# Collective Agreement

between



Union of Public

Canadian

Employees

Local 3742

&

T H O A R D

BE

OF SCHOOL TRUSTEES

OF

SCHOOL DISTRICT NO.57

(Prince George)

July 1, 2006 to June 30, 2010

AGREEMENT

BETWEEN

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

AND

THE CANADIAN UNION OF  
PUBLIC EMPLOYEES, LOCAL 3742

**JULY 1, 2006 TO JUNE 30, 2010**

**This AGREEMENT made this 29<sup>th</sup> day of May, 2006**

BETWEEN:

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

(Hereinafter called the "Board")

OF THE FIRST PART,

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 3742

(Hereinafter called the "Union")

OF THE SECOND PART.

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## PREAMBLE

1. This agreement is entered into between the Board of School Trustees of School District No. 57 (Prince George) hereafter referred to as the Board, and the Canadian Union of Public Employees Local 3742 hereafter referred to as the Union.
2. The parties recognize the purposes of this agreement are:
  - (a) to record the terms and conditions of employment agreed to by the parties;
  - (b) to encourage cooperation in supporting quality education services to the students in the district;
  - (c) to promote harmonious relations between the Board and its officials and the Union and its members;
  - (d) to provide process for the expeditious settlement of interpretation of the agreement.
3. This agreement is made pursuant to and governed by the Labour Relations Code and the School Act. In the case of any conflict between this agreement and the Act or Code and any Regulations made thereunder, that Act or Code and Regulations shall prevail.
4. Terms used in this agreement defined in the Labour Relations Code and the School Act shall have the meanings defined in that Act and Code unless defined in Article 3 of this Agreement.
5. Should an amendment to any statute or regulation render any part of this agreement null and void, the remainder of the terms of the agreement shall continue.
6. Should legislative change render any part of this agreement null and void and/or the effect of such a change substantially alter the basis on which the agreement was negotiated, the parties shall meet to negotiate revised terms in respect of that part of the agreement. If the parties cannot agree on the revised provision(s) for that part of the agreement then interest arbitration will be used to conclude the matter. Such an arbitrator shall be appointed in accordance with Article 7 of this agreement.
7. It is mutually understood that, in this agreement:
  - (a) "Employee" means all those employees in the unit for which the Union has been certified as the bargaining agent
  - (b) "Board" may mean a designated representative of the Board as the context requires.
  - (c) Wherever the singular or masculine is used in this agreement, it shall be considered as if the plural or feminine had been used, if the context so requires.

## **ARTICLE 1 - DEFINITIONS**

- 1.01 "Employee" means all those employees in the unit for which the Union has been certified as the bargaining agent.
- 1.02 "Board" may mean a designated representative of the Board as the context requires.
- 1.03 "Assistants" shall also mean classroom aides, special education aides, playground and supervisory aides, playground supervisors, bus supervisors, general supervisory aides, speech language aides, youth care workers, laboratory aides or other similar terms.
- 1.04 "Full-time employees" are engaged to perform work on an established schedule as specified in Article 11.
- 1.05 "Part-time employees" are engaged to perform work on an established schedule during only part of the normal work day and/or less than the full number of work days in each week.
- 1.06 "Regular employees" are engaged as either full-time or part-time on the following basis:
- (a) "Annual" employees are engaged for year round employment.
  - (b) "Sessional" employees are engaged for a specific portion of the year approximately coinciding with the school periods established by the school calendar.
- 1.07 "Relief employees" are engaged in employment specifically to replace regular employees who are absent on authorized leaves of absence that are anticipated to exceed thirty (30) calendar days and do not exceed ninety (90) calendar days. When the employees replaced return to work, the relief employees are to be laid off.
- 1.08 "Casual" employees are engaged in employment on an irregular basis which cannot be classified as regular and which has an anticipated termination date or for short continuous assignments when the anticipated termination date does not exceed thirty (30) calendar days at any one time. When assignments exceed thirty (30) calendar days, the Board shall notify the Union for mutual agreement.
- 1.09 "Probationary employees" shall mean those new regular and relief employees who occupy established positions for a probationary period of thirty-five (35) scheduled working days in the same position and whose employment may be terminated at any time during the probationary period with one (1) day's notice.
- 1.10 "Replacement employees" are engaged to replace regular employees on authorized leaves of absence that are anticipated to be ninety (90) calendar days or greater. When the employee replaced returns to work, the replacement employee shall normally return to his previous position.

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**ARTICLE 2 - APPLICATION OF AGREEMENT**

2.01 Except as otherwise provided in this Agreement, the application of the terms and conditions of this Agreement shall be as follows:

- (a) Regular "Annual" full-time employees: all the terms and conditions of the Agreement;
- (b) Regular "Sessional" employees and Part-time employees: all the terms and conditions on a pro-rata basis;
- (c) Relief employees: all the terms and condition of the Agreement as provided for in (a) and (b) above, except that they shall not be entitled to bump when laid off;
- (d) Casual employees are, unless otherwise stated, only entitled to the terms and conditions of the Agreement relating to wage rates, hours of work, rest periods, grievance and arbitration, and those to which they are entitled by statute.
- (e) When a regular employee is on a Board approved leave of absence for a period of three (3) calendar months or greater and if the resulting vacant position is to be filled, then it shall be posted as a replacement position.

If a current employee is successful in bidding into the replacement position, the vacancy created shall be filled as a relief position.

When the regular employee returns to his position, the replacement employee shall normally revert to his previous position.

If the regular employee receives an approved extension to the leave period, the replacement employee shall continue in the replacement position for the period of the extension.

If the regular employee resigns at the end of or during the approved leave, and if it has been determined that the position is to be filled, then the vacancy shall be posted as a regular position as per the current collective agreement.

2.02 The Parties agree that applicable wages and salaries and the terms and provisions of this Agreement shall not be changed after the effective date hereof without the mutual consent of the Parties to this Agreement.

2.03 In this Agreement, a full year of service shall be recognized on completion of the following regular hours of work, including vacations and other authorized leaves of absence with pay:

- |   |             |
|---|-------------|
| (a) School-based employees, other than those shown in (c) + (d) | 1,470 hours |
| (b) Office-based employees, other than those shown in (c)       | 1,820 hours |
| (c) Custodians and Security Monitors                            | 2,080 hours |
| (d) Cafeteria Workers   | 1,680 hours |



### **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 The Union agrees that the management and operation of School District No. 57 (Prince George), and the selection, direction, promotion, discipline and termination of the working force is vested exclusively in the Board, unless specifically modified elsewhere in this agreement.
- 3.02 It is mutually agreed that no third party shall have the right to amend, modify or expand the provisions of the collective agreement.

### **ARTICLE 4 - UNION RIGHTS**

- 4.01 The Board recognizes the Union as the exclusive bargaining agent for all employees covered by this Agreement. Except where allowed by this Agreement, the Board shall not recognize any employee(s) as representing the Union; nor shall the Board enter into any separate Agreement with such employee(s) which is at variance with the terms and conditions of employment contained in this Agreement, without prior written approval of the Union.
- 4.02 All employees, as a condition of employment, shall maintain union membership. All new employees shall become members of the Union within thirty (30) calendar days of hiring. Casual employees shall pay an amount equal to the established monthly Union dues.
- 4.03 The Board agrees to deduct the Union's initiation fee and membership dues from the pay of each employee and to remit them to the Union not later than the fifteenth (15th) day of the month following that for which the deductions have been made. Dues shall be deducted beginning the first month of employment.
- 4.04 The Board agrees to provide the Union monthly, in writing, the names of all employees hired, terminated, or laid off in the previous month.
- 4.05 The Union shall advise the Board, in writing, of any change in the amount of the regular monthly membership dues to be deducted from the employees covered by this agreement. In order for the Board to implement such change on the effective date, such notice shall be communicated to the Board at least thirty (30) calendar days prior to the effective date of the change.
- 4.06 On the date of hire, all new employees will be given a collective agreement, supplied by the Board. The Board will issue revised collective agreements to all employees.
- 4.07 The Board agrees to recognize a reasonable number of employees (up to 5% of the current active membership) as union stewards appointed by the Union to act with and on behalf of employees in discussing and attempting to resolve problems during working hours with minimum interruption to the Board's operational needs.
- 4.08 Union Stewards shall not be discriminated against by the Board or Supervisors in the pursuit of their duties. They shall be allowed reasonable time off with pay during normal working hours to conduct necessary Union business. Permission to

leave work shall first be obtained from their Supervisor but such permission shall not be unreasonably withheld. Time away from work shall be kept to a minimum.

4.09 Time off, without loss of regular earnings, will be granted to employees on the following basis:

- (a) Employees, Union Stewards and Union Officers for time spent in discussions with the Board pursuant to liaison committee meetings as referenced in Article 6 and grievance procedures as referenced in Article 7.
- (b) Union Officers and members, up to a maximum of five (5) employees, for time spent while acting as members of the negotiating committee during negotiations with the Board.

4.10 Time off, without pay, shall be granted to employees on the following basis:

- (a) Union officers and members who are required to attend a Union Convention or perform any other function on behalf of the Union.
- (b) Such leave shall not entail a loss of seniority and shall not be unreasonably withheld.
- (c) The Board will maintain full salary and benefits, including shift differentials (if applicable), for employees on a total recovery basis from the Union.
- (d) Employees granted time off without pay for Union business will be replaced, if a qualified replacement is available.**

4.11 The Board agrees to pay the normal wages and benefits of employees who are attending meetings such as liaison and other problem solving meetings.

The parties agree that the provision of casual coverage, if needed, for employees attending meetings will be funded as follows:

- (a) Labour/management meetings, such as liaison meetings and other problem solving forums, will be funded by the Union. The Board will invoice the Union for such release time.
- (b) Grievance, arbitration and negotiations meetings will be funded by the Board.

4.12 Any employee who is elected or appointed to a position with the Union shall be granted a leave of absence for a period covering the term of the appointment or election. Such employees shall continue to accrue seniority.

4.13 Employees granted time off without pay for Union business will continue to accrue seniority.

4.14 The Union shall have the right to post notices of activities and matters of Union concern on bulletin boards, at least one of which shall be provided in each building in areas frequented by bargaining unit members.

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- 4.15 Subject to the operational needs of the District, representatives of the Union, authorized by the local Union, shall have the right to transact Union business on school property and utilize district facilities.
- 4.16 Subject to the operational needs of the District, the Union shall have the right to use school facilities and equipment for meetings and other Union activities.
- 4.17 Subject to the operational needs of the District, the Union shall have the right to use the District's internal mail system.
- 4.18 No regular employee shall be laid off and placed on the bidding list pursuant to Article 39.03 (c), or be subject to a reduction in hours as a direct result of the use of volunteers or excluded staff.

The Board will not regularly replace a scheduled shift of a regular employee with a volunteer or excluded staff to fulfill all the roles and responsibilities of that employee's position.

#### **ARTICLE 5 - EMPLOYEE RIGHTS**

- 5.01 The Board and the Union agree that there shall be no discrimination, coercion or penalty exercised or practiced with respect to any employee regarding membership status or lawful activity in the Union.
- 5.02 All employees covered by this collective agreement shall have the right to refuse to cross a legal picket line preventing access to the Board's property, arising out of a dispute as defined in the Labour Relations Code. Such refusal shall not constitute a violation of this collective agreement. Any employee failing to report for duty shall be considered to be absent without pay.

For the purpose of this Article, a picket line shall be considered legal until declared otherwise by the Labour Relations Board or the Courts.

#### **5.03 DISCIPLINE AND/OR DISMISSAL**

- (a) The Board shall not discipline or dismiss any persons bound by this agreement except for just and reasonable cause.
- (b) The affected employee and the Union will receive a copy of any written warning, suspension, or termination letters.
- (c) The employee has the right to have a shop steward or a union representative of his choice present at disciplinary meetings.

#### **5.04 PERSONNEL FILES**

- (a) There shall be only one personnel file for each employee maintained in the Human Resources Department. After receiving a request from an employee,

the Director of Human Resources or designate, shall grant access to the employee's personnel file.

- (b) A Human Resources Officer shall be present when an employee reviews his file, and the employee may be accompanied by any individual of his choosing. An employee may designate, in writing, a Union representative to review his file.
- (c) Employees will receive copies of written materials of a negative or adverse nature that will be entered into the employee's personnel file.
- (d) The Board agrees that material in an employee's personnel file may be supplemented by submission(s) from the employee. Employees shall have the right to place a statement in their file indicating disagreement with and/or rebutting any material contained in the personnel file.
- (e) Upon the employee's request, disciplinary documentation involving infractions which have not been repeated for a period of twenty-four (24) months may be removed from the employee's personnel file provided that the document is not:
  - (i) Part of a formal performance evaluation;
  - (ii) material related to any pending disciplinary action;
  - (iii) related to any action which compromises the safety or well-being of students; or
  - (iv) part of the work record.
- (f) Personnel files shall be in the custody of the Human Resources Department and shall not be accessible to anyone other than appropriate administrative officials and appropriate employees of the School District.

#### **ARTICLE 6 - LIAISON COMMITTEE**

6.01 At the request of either party, and for the purpose of resolving difficulties and promoting harmonious relationships, discussions shall take place between an equal number of representatives of the Union and the Board. The number of representatives will normally not exceed four of each party. It is agreed that resource people may be invited as required.

6.02 The Board will ensure that minutes of each labour management meeting will be taken and will be jointly approved and signed within ten (10) working days following the meeting.

6.03 The parties mutually agree that issues of general concern will be referred to the committee.

6.04 Items referred to the committee will be discussed in a collaborative fashion with the intent of reaching an agreement. Such agreement may result in, but is not limited to one of the following outcomes.

- (a) Letter of understanding;
- (b) Exchange of letters;
- (c) Agreed-upon language for inclusion in the next collective agreement;
- (d) A recommendation to develop or modify Board policy;
- (e) A recommendation to develop or modify practices and procedures;
- (f) A recommendation to develop or modify operational or employee handouts;
- (g) Satisfactory resolution of the issue through discussion.

#### **ARTICLE 7 - GRIEVANCE PROCEDURE AND ARBITRATION**

7.01 Should any difference arise between the persons bound by this Agreement concerning its interpretation, application, operation, or any alleged violation thereof, including any question governing the dismissal or suspension of any employee bound by this Agreement, and including any question as to whether any matter is arbitrable, there shall be no stoppage of work on account of such difference and an earnest effort shall be made to settle the difference. The grievance must be dealt with progressively in the following manner:

(a) Stage 1 GRIEVANCE RAISED

Within fifteen (15) working days from the date the employee became aware or could reasonably have become aware of the incident prompting the grievance, the employee, with or without Union representation, shall discuss the matter with his immediate supervisor with a view to resolving the issue. Failing settlement at this stage, all grievances and replies to grievances shall be in writing in all further stages of the grievance procedure.

(b) Stage 2 WRITTEN SUBMISSION

Within five (5) additional working days of the difference arising, a written grievance shall be submitted by the grievor or the Union to the grievor's next level supervisor. A copy of the written grievance shall be sent to the grievor's immediate supervisor, the Union, and the Director of Human Resources.

The next level supervisor will call a meeting within five (5) additional working days of receipt of the written grievance and attempt to resolve the issue. The grievor, representatives of the Union, the Human Resources Department and the grievor's immediate supervisor may attend this meeting.

(c) Stage 3 GRIEVANCE COMMITTEE

A grievance not resolved at stage 2 may, within five (5) working days be referred to a Grievance Committee composed of two (2) appointees each from the Union and the Board. At the request of the grievor, or a representative of the Union, this meeting shall be arranged by the Director of Human Resources. The grievor shall be able to attend a Stage 3 meeting. Neither the grievor nor any resource person shall be present during the summative considerations of the four appointees.

(d) Stage 4 ARBITRATION

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A grievance not resolved at Stage 3 within ten (10) working days shall be submitted to arbitration for resolution.

- (i) Where either party requests that a grievance be submitted to arbitration, the request shall be submitted to the other party in writing. Within five (5) working 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 Chairperson within five (5) working days, the appointment shall be made by the Director, Collective Agreement Arbitration Bureau upon the request of either party. By mutual agreement both parties may agree on a single arbitrator.
- (ii) The Arbitration Board may determine its own procedure, but shall give full opportunity to both parties to present evidence and make representation to it. The Arbitration Board shall endeavor to plan its proceedings within forty eight (48) hours after the Chairperson is appointed. It shall hear and determine the difference and allegation and render a decision as soon as possible. The decision of the majority shall be the decision of the Arbitration Board and shall be final and binding on all parties. In no event shall the Arbitration Board 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 Chairperson to reconvene the Board in order to clarify the situation, which it shall do within three (3) days.
- (iii) Each party shall pay the fees and expenses of the Arbitrator it appoints and one half (1/2) of the fees and expenses of the Chairperson or single arbitrator.

7.02 Where a grievance involves a question of general interpretation or application of this agreement or where five or more employees are involved in a grievance, stages 1 and 2 may be by-passed and such grievance may be filed by either party within twenty (20) working days following the incident that prompted the grievance.

7.03 In the event that the grievor fails to follow the procedure and time limits established in Stage 1 of the grievance procedure, the grievance shall be deemed to be abandoned.

7.04 Either party may request an extension of the time limits mentioned above provided that such an extension is requested prior to the expiry of the time allowed. Where such extension is requested, it may not be denied unreasonably.

7.05 After a grievance has been initiated by the Union, the Employer's representative shall not enter into discussion or negotiation with respect to the grievance with the aggrieved employee, without the consent of the Union.

7.06 At any stage of the grievance or arbitration procedures, the parties may have employees concerned as witnesses as well as any other witnesses and all

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reasonable arrangements will be made to permit the parties or arbitrators 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 dispute.

### **ARTICLE 8 - HARASSMENT/SEXUAL HARASSMENT**

#### 8.01 General

- (a) The employer recognizes the right of all employees to work, to conduct business and otherwise associate free from harassment or sexual harassment.
- (b) The employer considers harassment in any form to be totally unacceptable and will not tolerate its occurrence. Proven harassers shall be subject to discipline and/or corrective actions. Such actions may include counselling, courses that develop an awareness of harassment, verbal warning, written warning, transfer, suspension or dismissal.
- (c) No employee shall be subject to reprisal, threat of reprisal, or discipline as the result of filing a complaint of harassment or sexual harassment which the complainant reasonably believes to be valid.
- (d) All parties involved in a complaint agree to deal with the complaint expeditiously and to respect confidentiality.
- (e) The complainant and/or the alleged offender, if a member(s) of the Local, may at the choice of the employee be accompanied by a representative(s) of the Local at all meetings in this procedure.
- (f) This article shall not affect the District's right to manage its business, direct its workforce or implement employment and performance practices.
- (g) Complaints under Articles 7 and 8 of the collective agreement shall not be pursued simultaneously.

#### 8.02 Definitions

- (a) For the purpose of this Article "harassment" shall be defined as including:
  - (i) sexual harassment; or
  - (ii) any improper behaviour that is directed at or offensive to any person, is unwelcome, and which the person knows or ought reasonably to know would be unwelcome; or
  - (iii) objectionable conduct, comment, materials or display made on either a one-time or continuous basis that demeans, belittles, intimidates, or humiliates another person, or

- (iv) the exercise of power or authority in a manner which serves no legitimate work purpose and which a person ought reasonably to know is inappropriate; or
  - (v) such misuses of power or authority as intimidation, threats, coercion and blackmail.
- (b) The definition of "sexual harassment" shall include:
- (i) any comment, look, suggestion, physical contact, or real or implied action of a sexual nature which creates an uncomfortable working environment for the recipient, made by a person who knows or ought reasonably to know such behaviour is unwelcome; or
  - (ii) any circulation or display of visual material of a sexual nature that has the effect of creating an uncomfortable working environment; or
  - (iii) an implied promise of reward for complying with a request of a sexual nature; or
  - (iv) a sexual advance made by a person in authority over the recipient that includes or implies a threat or an expressed or implied denial of an opportunity which would otherwise be granted or available and may include a reprisal or a threat of reprisal made after a sexual advance is rejected.

### 8.03 Resolution Procedure

(a) Step 1

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

(b) Step 2

- (i) If a complainant chooses not to meet with the alleged harasser, or no agreement for resolution of the complaint has been reached, or an agreement for resolution has been breached by the alleged harasser, a complaint may be filed with the superintendent or designate.
- (ii) The employer shall notify in writing the alleged harasser of the complaint and provide notice of investigation.



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(iii) In the event the superintendent is involved either as the complainant or alleged harasser, the complaint shall, at the complainant's discretion, be immediately referred to either BCPSEA or a third party who shall have been named by prior agreement of the employer and the Local who shall proceed to investigate the complaint in accordance with Step 3 and report to the board.

(c) Step 3

(i) The employer shall investigate the complaint. The investigation shall be conducted by a person who shall have training and/or experience in the investigation of complaints of harassment. The complainant may request that the investigator shall be of the same gender as the complainant and where practicable the request will not be denied.

(ii) The investigation shall be conducted as soon as is reasonably possible and shall be completed in ten (10) working days unless otherwise agreed to by the parties, such agreement not to be unreasonably withheld.

(d) Should a resolution be reached between the complainant and the respondent at Step One, it shall be written up and signed by both. Only the complainant and the respondent shall have copies of the resolution and they shall be used only for the purpose of establishing that a resolution was reached. No other copies of the resolution shall be made.

(e) In the circumstances where a respondent has acknowledged responsibility pursuant to (d) above, the employer may advise a respondent of the expectations of behaviour pursuant to Article 8 in a neutral, circumspect memo. Such a memo shall be non-disciplinary in nature and shall not form part of any record. Only the respondent shall retain a copy of the memo. That the memo was sent can be referred to as proof that the respondent has been advised about the standard of conduct.

(f) The form of a complaint at Step Two should include specific behaviours which form the basis of the complaint and the definitions of sexual harassment/harassment which may apply; however, the form of the complaint will in no way restrict the investigation or its conclusions.

#### 8.04 Member versus member

Union members may approach the Union with allegations of harassment from fellow Union members and the CUPE Local 3742 harassment policy handbook shall apply.

The Employer and the Union agree that any and all discussions between the Union and its members shall be completely off the record and are without prejudice and will not form part of any record.

#### 8.05 Remedies

- (a) Where the investigation determines harassment has taken place, the complainant shall, when appropriate, be entitled to but not limited to:
  - (i) reinstatement of sick leave used as a result of the harassment.
  - (ii) any necessary counselling where EFAP services are fully utilized or where EFAP cannot provide the necessary services to deal with the negative effects of the harassment.
  - (iii) redress of any employment opportunity denied due to the negative effects of the harassment.
  - (iv) recovery of other losses and/or remedies which are directly related to the harassment.
- (b) Where the investigator has concluded that harassment or sexual harassment has occurred, and the harasser is a member of the bargaining unit, any disciplinary sanctions that are taken against the harasser shall be done in accordance with provisions in the agreement regarding discipline for misconduct.
- (c) The Local and the complainant shall be informed in writing that disciplinary action was or was not taken.
- (d) If the harassment results in the transfer of an employee, it shall be the harasser who is transferred, except where the complainant requests to be transferred.
- (e) If the employer fails to follow the provisions of the collective agreement, or the complainant is not satisfied with the remedy, the complainant may initiate a grievance at Step 3 of Article 7 (Grievance Procedure). In the event the alleged harasser is the Superintendent, the parties agree to refer the complaint directly to expedited arbitration.

#### 8.06 Training

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

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

- (b) The program shall include but not be limited to:
  - (i) the definitions of harassment as outlined in this Agreement;

- (ii) understanding situations that are not harassment or sexual harassment, including the exercise of an employer's managerial and/or supervisory rights and responsibilities;
- (iii) developing an awareness of behaviour that is illegal and/or inappropriate;
- (iv) outlining strategies to prevent harassment and sexual harassment;
- (v) a review of the resolution of harassment and sexual harassment as outlined in this Agreement;
- (vi) understanding malicious complaints and the consequences of such;
- (vii) outlining any Board policy for dealing with harassment and sexual harassment;
- (viii) outlining laws dealing with harassment and sexual harassment which apply to employees in B.C.

#### **ARTICLE 9 – NO DISCRIMINATION**

9.01 The parties agree to adhere to the principles of the British Columbia Human Rights Act.

#### **ARTICLE 10 - SENIORITY**

10.01 Seniority is the length of continuous service with the Board and shall be accrued on a district-wide basis within the bargaining unit.

10.02 Upon successful completion of a probationary period, the initial date of appointment as a relief employee or regular employee shall be the anniversary date for the purpose of determining seniority.

10.03 Seniority as determined by anniversary date shall be the governing factor in determining layoffs, bumping order, and in filling posted job vacancies, subject to Article 10.07.

10.04 The Board shall maintain a record of actual hours worked by each relief employee and regular employee. Actual hours worked shall be the governing factor in determining: vacation entitlement and pay; pension, sick leave accumulation; placement on and progression through a wage scale; and long service pay.

10.05 Effective September 1, 2000, casual employees shall accumulate secondary seniority based on hours worked. Secondary seniority shall be recognized once an employee has worked 80 shifts within any two school years. One (1) shift shall be defined as 6 hours.

Secondary seniority shall be used for the purpose of:

- (a) Applying for a posted position. If qualified, an employee who has secondary seniority shall be considered, and hired, before new applicants or casual employees with less or no secondary seniority.
- (b) Assignment of casual work. If qualified, an employee who has secondary seniority shall be offered casual work before casual employees with less or no secondary seniority.

Employees shall complete each casual assignment prior to being reassigned. The District is not required to call employees for more than one casual assignment per day.

An employee shall lose secondary seniority in the event:

- (i) the employee gains regular seniority;
- (ii) the employee is discharged and not reinstated;
- (iii) the employee resigns;
- (iv) the employee has not reported to work during a school year (July 1 to June 30<sup>th</sup>); or
- (v) the employee refuses six (6) calls to work within a school year, unless such unavailability is due to long-term illness.

The Board will produce a report of accumulated hours in June, November and March. Casual employees who have accumulated 80 shifts at the end of June will be assigned to the "Casuals with Secondary Seniority" pool. Such employees will receive written confirmation of their status.

10.06 When a laid off regular or relief employee is rehired within one (1) year of the date of lay-off, he shall retain seniority unless he has elected to receive a sick leave payout under Article 35.06

10.07 The Board agrees that in the case of applicants possessing the minimum qualifications, seniority shall be the governing factor in filling posted job vacancies. In instances where seniority is equal, a name draw shall determine the successful applicant. A Union representative shall be present at such draws.

10.08 The Board agrees to maintain the hours of all sessional clerical employees as established effective October 31<sup>st</sup> in each year for the duration of that school year. The Board also agrees to provide notice by the end of each school year of any known or anticipated reduction in hours for the following school year.

10.09 The Board agrees to maintain an up-to-date seniority list, a copy of which shall be sent to the Union and posted in appropriate work areas in January, March, June and September of each year. The Union office shall receive an up-to-date seniority list monthly.

10.10

(a) The Board agrees that during layoffs and shutdowns of a specified term (other than normal Summer, Christmas or Easter school closures for Sessional Employees), regular and relief employees shall receive pay for any statutory holidays and receive coverage for all benefit plans as specified in

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Article 25. The payments for such benefits will be made by the Board and the employee's portion recovered from a subsequent pay cheque.

(b) The Board agrees that during the normal Summer, Christmas or Easter school closures, regular sessional employees shall receive pay for any statutory holidays except as in Article 31 .03, and receive coverage for all benefit plans as specified in Article 25. The employee's portion of the benefit payments will be deducted from the employee's pay cheque immediately preceding the normal school closures.

10.11 The seniority of an employee shall be lost and all rights forfeited and there shall be no obligation to rehire when he:

- (a) resigns or otherwise terminates his service by voluntary act;
- (b) is discharged for just cause;
- (c) fails to return to work upon expiration of leave of absence unless for extenuating circumstances as agreed upon by the Union and the Board;
- (d) is absent without leave unless for extenuating circumstances as agreed upon by the Union and the Board;
- (e) is laid off for a period of one (1) year or more;
- (f) receives sick leave payout under Article 35.

### **ARTICLE 11 - HOURS OF WORK**

11 .01 The normal hours of work for a full-time employee shall be:

- (a) thirty five (35) hours per week and seven (7) hours per day for clerical and assistants or
- (b) forty (40) hours per week and eight (8) hours per day for custodial, cafeteria workers, and monitors.

11 .02 The day shift for non-custodial employees shall be worked between the hours of **6:30** a.m. and 5:00 p.m. The day shift for custodial employees shall be worked between the hours of **6:00** a.m. and 5:00 p.m.

The afternoon shift shall be worked between the hours of **2:30** p.m. and 12:00 a.m.

The night shift shall be worked between the hours of 11:00 p.m. and 8:00 a.m.

11 .03 The regular work week for employees shall include two (2) consecutive days off.

11 .04 The daily hours of work shall run consecutively except that a meal period shall be granted at approximately the mid-point in the work day. A meal period shall not be considered working time.

Notwithstanding the above, no employee will work more than five (5) hours in a row without a mandatory one-half (1/2) hour meal break.

The meal period for school based employees shall be thirty (30) minutes. By agreement between an employee and the supervisor, the meal period may be extended by up to thirty (30) additional minutes.

- 11 .05 Employees who work a full shift (as identified in 11 .01 above) shall be entitled to two fifteen (15) minute rest periods and these rest periods shall be considered working time. Rest periods shall normally be taken at approximately the half-way point of each half of the shift.
- 11 .06 Employees who work half-time or greater but less than full time (as identified in 11 .01 above) shall be entitled to one (1) fifteen minute rest period in the shift.
- 11 .07 The Board shall give an employee twenty-four (24) hours notice of a change of shift unless the change results in the employee working hours that entitles the employee to over time wages. Failure to provide twenty four (24) hours notice of a change of shift shall result in the payment of overtime wages for the hours of work included in the notice period in the altered shift.
- 11 .08 A regular employee must be given twelve (12) hours notice of a shift cancellation or will be paid four (4) hours at his rate of pay. Employees who normally work less than four (4) hours per day shall be paid for his regularly scheduled hours.
- (a) If an employee commences his shift in any day and is sent home before he completes four (4) hours of work, he shall be paid for four (4) hours at his regular rate of pay.
  - (b) If an employee normally works less than a four hour shift, and he commences his shift, and is sent home prior to completion of his shift, he shall be paid his regular hours for that day.
  - (c) If an employee reports for work in any day and is sent home before he has commenced work, he shall be paid four (4) hours at his regular rate of pay.
  - (d) If an employee normally works less than a four hour shift and he reports for work and is sent home before he has commenced work, he shall be paid his regular hours for that day.

#### 11.09 Four Hour Minimum

**The District is committed to providing a minimum hour (4) hours of work per day for each employee reporting for work. All employees shall have a four (4) hour shift except as shown below:**

- (a) Exemptions from the four (4) hour minimum include: •  
Bus Supervisors, Supervision Assistants:**

**• Small Schools with less than 75 students registered for attendance at that school –**

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**in which case a two-hour minimum will apply;**

- Casual replacements for two-site positions; combined positions; emergent situations for sick employees; replacements for employees taking part-day leaves of absence; replacements for exempted positions;
- Teacher Assistant positions assigned to a 1/2 day kindergarten class

**(b) Rates of pay for combined positions arising out of the implementation of the four hour minimum will be determined by the District's Job Evaluation Committee,**

11 .10 If a part-time employee is required to work additional hours on his regular scheduled work days, he will be paid his regular rate of pay for those additional hours.

11 .11 Permanent part-time security monitors will be offered extra shifts before the extra shifts are offered to a casual employee.

### **ARTICLE 12 - CALL OUT**

12.01 Regular and relief employees shall be deemed to be called out if:

- (a) they have been asked to work outside their regularly scheduled hours and;
- (b) they have not been notified prior to the end of the current shift and;
- (c) they have been asked to do work within their regularly assigned work category.

12.02 Regular and relief employees who are called out outside their regular working hours shall be paid a minimum of two (2) hours at overtime rates on regular scheduled working days and four (4) hours at overtime rates on regular scheduled days off and statutory holidays.

12.03 Employees shall have the option of refusing call out.

### **ARTICLE 13 - OVERTIME**

13.01 All employees will be paid double their regular rate of pay for work in excess of either seven (7) or eight (8) hours per day of thirty-five (35) or forty (40) hours per week whichever is applicable to the position.

13.02 All regular employees will be paid double their regular rate of pay for time worked on a paid holiday in addition to their regular entitlement for the holiday under Article 31.

13.03 Notwithstanding Article 13.01 above, cafeteria workers will be paid double their rate of pay for work performed on the sixth (6th) and seventh (7th) consecutive working days.

13.04 Where work is to be assigned to employees at overtime rates, it will first be offered to ~~any regular employee within the work location.~~ Such overtime shall be assigned on

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a rotational basis where operationally practical.

13.05

- (a) Time off, based on overtime rates, may be granted in lieu of pay for overtime worked.
- (b) If time off in lieu of pay is elected by the employee, such time off may be accumulated and then taken at double time. Such time off in lieu shall be scheduled as mutually agreed by the supervisor and the employee.
- (c) The type of compensation shall be decided jointly by the supervisor and the employee prior to the overtime being worked.
- (d) All banked time will be paid out on the pay periods that include May 1 st and November 1st to meet the requirements of the Employment Standards Act.

13.06 Employees shall have the option of refusing overtime.

#### **ARTICLE 14 - SHIFT DIFFERENTIALS**

14.01 All employees who work other than on the weekday day shift shall be eligible for the following premiums:

- (a) Afternoon Shift - 30c per hour for work performed at regular rates.
- (b) Night Shift - 47c per hour for work performed at regular rates.
- (c) Weekend Shift - 59c per hour for work performed at regular rates between the hours of **12:00 midnight** Friday and **12:00 midnight** Sunday. Employees eligible for this shift differential are not eligible for (a) or (b) above.

14.02 Employees required to work outside of the normal shift hours under Article 11 shall be paid whichever is the highest shift differential involved.

#### **ARTICLE 15 - PAYMENT OF WAGES**

15.01 Employees shall be paid by bank deposit to the bank of their choice. All wages and salaries shall be calculated bi-weekly and deposited not later than eight (8) calendar days following the end of the pay period. Timesheets shall be submitted every other Tuesday with bank deposits being made on the second Friday following.

15.02 Each earnings statement shall indicate the Employee's current amount of sick leave and vacation entitlement.

15.03 Employees are to be advised in writing of changes made to their timesheets.

15.04 The employees' salaries and wages shall be attached hereto as Schedule A.

~~15.05 At each pay period worked, casual employees will receive the appropriate~~



percentage of their annualized statutory holiday pay entitlement.

### **ARTICLE 16 - JOB POSTINGS**

16.01 Details of positions will be posted **electronically**. The positions will be **posted on Wednesdays by 4:00 pm, and will be held open for seven calendar days**. Postings will close **the following Wednesday at 10:00 a.m.** Employees wishing to be considered for appointment to any available position must apply **electronically** to the Human Resources Department.

16.02 Employees will be advised in writing as to their success in applying for available positions within ten (10) days of a decision being made. The Board agrees to provide a listing of the successful applicants for job postings within ten (10) days of the decision being made.

16.03 **A regular employee who has accepted a position through the posting process shall be restricted from bidding on posted positions for ninety (90) calendar days from the date of appointment to the posted assignment unless the new assignment provides the employee with a higher income or shift change (day shift/afternoon shift).**

16.04 **If a regular employee is restricted as per 16.03 above, he/she may contact a Human Resources Officer for permission to bid on a position during the restricted period. If the employee is the successful applicant and accepts the position, he/she shall be restricted from bidding on posted positions for period of five months from the start date.**

16.05

- (a) An employee who will be absent from work during July and August and who wishes to be advised of a job posting may leave his name and home address with the Human Resources Department. An employee who requests job postings mailed or faxed to an address other than their home address will be responsible for all costs. The Human Resources Department will mail copies of job postings to the employee during this period. Such employees may comply with Article 16.01 by phoning the Human Resources Department within the specified time limit, provided such phone application is followed immediately by a written application.
- (b) Twelve month clerical and custodial vacancies shall be posted throughout the year in accordance with Article 16.04. Other vacancies which occur after **June 15th** shall be posted in accordance with Article 16.04 beginning the **third week of August**.

For the purpose of this article where an employee's recall period expires after May 15th the recall period referred to in Article 23.06 shall be extended to include the August posting period specified above.

- 16.06 When the Board determines that a vacancy is to be posted, the process will begin without delay.
- 16.07 The Board shall provide the Union with a list of all internal applicants for all job postings.
- 16.08 Clerical positions shall be reposted if the hours of work change by more than seven (7) hours per week within ninety (90) working days of the closing of the posting.
- 16.09 Upon request, internal applicants who have been interviewed for a position shall be provided with feedback.

### **ARTICLE 17 - INTER-DEPARTMENT/SCHOOL TRANSFERS**

- 17.01 A Human Resources Officer or a designate will offer employment to the senior qualified candidate. The candidate shall advise the Human Resources Officer of acceptance or decline of the transfer opportunity within twenty-four hours. Under extraordinary circumstances, a twenty-four hour extension shall be permitted.
- 17.02 All employees (except custodians) will normally transfer to a new assignment within five (5) working days of accepting the offer.
- 17.03 Custodial employees will normally transfer to the new assignment within two (2) working days of accepting the offer.
- 17.04 Employees transferring to custodial assignments from teacher assistant or clerical assignments will normally transfer within five (5) working days of accepting the offer.
- 17.05 Time lines for the transfer of an employee from one position to another may be extended with the mutual agreement of the employee and the two supervisors. Employee transfers will not be delayed where the employee requests transfer within the timelines indicated in 17.02, 17.03 and 17.04 above.

### **ARTICLE 18 - STAFFING WITH UNQUALIFIED CANDIDATES**

- 18.01 It is recognized that occasionally the Board may be unable to fill a position with a candidate possessing the minimum qualifications.
- 18.02 If no qualified applicants are identified after internal posting and external advertising, the Board may fill the position with a candidate who may lack some of the minimum qualifications. Such a candidate shall be compensated at a rate of 100% of the posted category and will move through the salary steps in the normal manner at 100% of the rate for that salary step. The following conditions will apply and will be communicated to the candidate:

- (a) The assignment will be temporary and will not exceed one twelve (12) month period for twelve (12) month assignments and one ten (10) month period for sessional assignments.
- (b) The candidate will be encouraged to complete the minimum qualifications for the position and the Board will assist through the normal professional development practices.
- (c) Should the incumbent obtain the minimum qualifications during the term of the assignment, the position will be awarded to him as per the terms of the original job posting.
- (d) Should the incumbent fail to obtain the minimum qualifications and provided that the need for the position still exists, the position will be reposted at the conclusion of the temporary assignment.
- (e) The temporary employee who fails to obtain the minimum qualifications will be laid off at the end of the temporary assignment as per the terms of Article 23.
- (f) The Human Resources Department will advise the Union of its intentions to appoint an unqualified candidate.

#### **ARTICLE 19 - EMPLOYEE EVALUATIONS/RIGHTS ON TRANSFER**

##### EMPLOYEE EVALUATIONS

###### 19.01

- (a) Upon appointment or upon transfer all employees will serve a trial period of forty (40) scheduled working days. In the event that an employee should by agreement, utilize earned vacation or otherwise be away from work during the trial period, the trial period shall be adjusted to comply with the above noted requirements.
- (b) An employee evaluation will be completed during the trial period. The evaluation may not be completed earlier than the fifteenth (15) scheduled working day. In the event the evaluation is less than satisfactory, Article 19.02(b) shall apply.
  - (c) Failure to complete an evaluation within the trial period would deem the overall performance to be satisfactory.

##### RIGHTS ON TRANSFER

###### 19.02

- (a) Employees have the option of returning to their previous job providing it is done within **seven (7)** working days.
- (b) If a regular annual or sessional employee's performance proves to be less than satisfactory during the trial period, he will be returned to his former

position at his former salary. Any other employee appointed or transferred because of the rearrangement of positions shall also be returned to his former position at his former salary. All returns to former positions, and layoffs if required, will be completed within not more than five working days after the trial employee has been advised his performance is less than satisfactory. No other notice periods referred to elsewhere in this agreement will have application in such a circumstance. Any employee required to return to his former position may elect layoff without bumping rights.

19.03 Regular relief employees who prove less than satisfactory during the trial period will be laid off without bumping rights.

## **ARTICLE 20 - JOB SHARING ARRANGEMENTS**

### 20.01 DEFINITIONS:

Sharer - the incumbent of the full time position that is shared.

Sharee - the employee who shares the position held by the incumbent.

20.02 Job sharing arrangements are limited to sharing a regular full-time twelve month or regular full-time sessional position.

20.03 Job sharing arrangements will normally not exceed a maximum of one twelve month period.

20.04 Seniority rights as outlined in Article 10 shall apply.

20.05 The sharee may request a leave of absence from his/her position to accept a job sharing arrangement.

20.06 The Board agrees not to increase the work load of the position because of the introduction of job sharing.

20.07 There will be no reduction of the sharee's position as a consequence of the related job sharing arrangements.

20.08 Employee participation in job sharing arrangements is totally voluntary.

20.09 The number of participants in any one twelve month period is not to exceed twenty (20).

### **PROCESS**

20.10 An employee who wishes to enter into a job sharing arrangement must request approval of the proposal from his supervisor. Such requests shall not be unreasonably withheld.

20.11 The time distribution will be mutually determined by the supervisor and the sharer.

- 20.12 Eligibility for participation in benefit plans may be affected by a reduction in the work assignment. Participants in a job sharing arrangement are advised to seek the advice of the Human Resources Department regarding this matter.
- 20.13 The approved job sharing proposal will be posted as per the terms of Article 16. The position will be clearly identified as a temporary job sharing arrangement.
- 20.14 The sharer and the supervisor will have the opportunity to interview the senior qualified candidate of the job posting. The sharer will have the option of requesting a cancellation of the staffing process at any point up until the offer of employment is made to the candidate.
- 20.15 The distribution of work load of the shared position will be mutually agreed to by the sharer, the sharee and the supervisor.
- 20.16 The sharee shall serve a trial period as per the terms of Article 19.01.

#### TERMINATION OF JOB SHARING ARRANGEMENTS

- 20.17 A job sharing arrangement may be terminated without a specific period of notice by mutual consent of all parties to the arrangements.
- 20.18 At the end of the job sharing arrangement the shared position will revert back to the incumbent of the position. The sharee will return to his former position.
- 20.19 Where the sharer in the job sharing arrangement resigns or transfers, the shared position will be posted, provided that the need for the position still exists. The sharee will resume his former position.
- 20.20 Where the sharee in the job sharing arrangement resigns or transfers, the shared position will revert back to the incumbent who may begin the job sharing process again.

#### EXTENSIONS TO JOB SHARING ARRANGEMENTS

- 20.21 Job sharing arrangements will be reviewed on an annual basis. Where the job sharing partners and the supervisor mutually agree that an extension to the job sharing arrangement is desired, such an extension may be approved by the Board. Only one (1) extension to the job sharing arrangement will be considered beyond the initial arrangement.
- 20.22 The sharee shall retain the right to return to his former position upon expiration of the one year extension.
- 20.23 The sharer shall retain his full-time position upon expiration of the one year extension.

#### PRE-EXISTING JOB SHARING ARRANGEMENTS

20.24 Job sharing arrangements already approved shall remain in effect subject to the provisions in force for review and provided that the same employees remain participants in the sharing.

### **ARTICLE 21 - CUSTODIAL ASSIGNMENTS**

21 .01 Custodians in one custodian schools will be paid an additional \$10.56 per pay period.

21 .02 Piece work custodians shall be used only to clean small schools with three (3) or less classrooms or to clean portables added to larger schools where the regular custodian cannot handle the extra workload.

For the purposes of clarifying piece work assignments, a portable and a classroom are deemed to be similar.

Where there are more than three (3) classrooms or portables involved in one location, the custodian shall be paid on an hourly basis.

At present level of services and for current payroll recording purposes, a portable is assumed to take approximately one hour to clean, therefore, eight portables will be the maximum that may be assigned to any employee. Where an employee has other assignments, the combined assignments may not exceed eight hours per day or forty hours per week.

21 .03 Crew chiefs shall be paid, in addition to their regular wages, \$10.56 per pay period for each additional custodial employee at the work site. A custodian who works the day shift is not eligible to hold the crew chief position.

21.04 An employee requested to take charge in the absence of a crew chief shall receive the applicable wages under Article 21.03 above. This rate shall be paid only when the absence exceeds one day and shall then be paid retroactively to the first day of absence.

21 .05 Employees assigned to the custodial spareboard shall be paid at the rate of a one custodian school if they work in a one custodian school. This rate shall be paid effective from the first day of the assignment.

#### **21.06 CUSTODIAL SERVICES ASSISTANT/SPAREBOARD CUSTODIAN**

- (a) The Custodial Services Assistant/Spareboard Custodian position will normally be assigned administrative support duties for up to four hours per day and will normally be assigned spareboard duties for the balance of the eight hour shift.
- (b) The Custodial Services Assistant/Spareboard Custodian will receive the regular custodian rate plus one dollar (\$1 .00) per hour premium for performing the regular administrative support and training/orientation tasks of the position and will be compensated at the normal custodian rate when assigned to only spareboard custodian duties.

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- (c) In the absence of the **Human Resource Officer**, the Director of Human Resources may assign to the Custodial Services Assistant/Spareboard Custodian his or her normal duties plus other duties and decision making responsibilities (except as stated in 21 .06 (d)) necessary to ensure the efficient and effective operation of custodial services in the district. In such special circumstances, the incumbent's premium will be increased to \$5.00 per hour. In consultation with the **Human Resource Officer** and the Assistant, the Director of Human Resources will determine the hours per shift assigned to such special duties and the hours assigned to regular spareboard duties.
  - (d) The position will not involve discipline, dismissal, employee assessment or decisions on hiring of C.U.P.E. bargaining unit members.

21 .07 Custodians shall, with prior approval, have the option of working evening shifts at daytime rates of pay during school closures.

### **ARTICLE 22 - ANNUAL SCHOOL CLERICAL STAFFING**

- 22.01 Through the School Organization Guide, the Board will maintain a staffing formula for school office clerical and school library clerical hours.
- 22.02 A staff meeting shall be held prior to June 30th annually for the purpose of discussing the proposed staff assignments for the next school year. School clerical staff will be consulted in the staffing process, in the establishment of clerical hours allocations and in the development of a clerical work plan for the next school year.
- 22.03 A school organization plan for each school year will be developed, reviewed and approved by June 30th for implementation the following school year.
- 22.04 For each school year (July 1 - June 30), school clerical employees will not have their hours reduced below the level approved in the school organization plan unless the employees involved consent to the reduction. This provision does not apply to a position that becomes vacant during the school year.

### **ARTICLE 23 - LAYOFF PROVISIONS**

#### 23.01 Definition of Layoff

A layoff shall be defined as a reduction in the workforce. An employee working half (1/2) time or greater whose hours or work are altered more than twenty (20) percent may elect to be laid off with bumping rights.

#### 23.02 Advance Notice of Layoff

- (a) The Board agrees to notify the employee and the union of layoffs in accordance with the following periods of notice:

- (i) two (2) weeks of notice where the employee has completed a period of

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employment of at least six (6) consecutive months, and

- (ii) after the completion of a period of three (3) consecutive years, one (1) additional week of notice and for each subsequent completed year of employment, an additional week of notice, up to eight (8) weeks of notice.

If the employee has not had the opportunity to work the days as provided under this Article, the employee shall be paid for time in lieu of notice.

- (b) These provisions do not apply to a temporary layoff of two (2) weeks or less as a result of emergency conditions beyond the control of the Employer, such as fire or natural disaster. Additionally, sessional employees shall not have the right to bump during the period of time they normally would not work (e.g. Christmas Break, Spring Break or the summer break, etc.).

### 23.03 Role of Seniority in Layoff

- (a) In the event of a layoff, employees shall be laid off in reverse order of their district seniority.
- (b) Except as provided in 23.04 (c), an employee who has received notice of layoff may bump any employee (regardless of normal weekly hours or job classification) with less seniority providing the employee exercising the right to bump has the training and experience required to perform the work.
- (c) An employee who does not wish to exercise bumping rights may accept layoff. Laid off employees have a period of twelve (12) months to bid on posted vacancies.

### 23.04 Bumping Provisions

- (a) Within three (3) working days of receiving written layoff notice, an employee shall notify the Human Resources Department in writing of their decision to exercise their bumping right.
- (b) An employee opting to exercise bumping rights will make an appointment with a district Human Resources Officer to review all of the bump options. The Human Resources Officer will ensure that the employee receives all relevant information requested for the two (2) bump options.
- (c) A position can only be bumped once in a twelve (12) month period.
- (d) In the circumstance where there is no other bump option available for the laid off employee, 23.04 (c) will be waived.
- (e) Once all relevant information has been received, the employee will make every reasonable effort to advise the Human Resources Officer within

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twenty-four (24) hours of his/her decision to accept or decline the bump option. It is agreed, however, his/her decision to accept or decline the bump



option shall be made within forty-eight (48) hours.

(f) Right of Bumped Employee to Return to Former Position.

If an employee has been bumped and the position from which he has been bumped comes open within five (5) calendar weeks from the time of being bumped, then that employee has the right to return to the former position.

(g) Bumping Employees and Job Postings

Except during the period from the 2nd week in August to October 15th, an employee who has accepted a bump option shall be restricted from bidding on posted positions for ninety (90) calendar days from the date of appointment to the bump assignment.

(h) An employee who has bumped another employee under Article 23.03 will not have the salary reduced for a period of 90 calendar days after which time the salary will be according to the position he then occupies.

23.05 Employees who have been laid off are entitled to all the provisions of Article 23, except they are not entitled to bump another employee if they have received severance pay pursuant to Article 24 of the Agreement.

23.06 Right of Laid Off Employees to Casual Work

- (a) Employees who are laid off may opt to work casually while on layoff. Such employees will be offered, in order of their seniority, any casual work for which they are qualified.
- (b) No new or casual employee shall be offered casual work until employees on layoff who are qualified to fill the work have been given opportunity for re-employment.
- (c) In an emergency situation, when an employee is unable to be at work for a full assignment, casual work may first be offered, for that day only, to another employee at the site.

23.07 Laid Off Employees and Job Postings

- (a) Laid off employees may accept the layoff and bid on jobs for which they are qualified as vacancies occur.
- (b) Laid off employees shall have a copy of all job postings mailed to the address provided by the employee for a period of twelve (12) months following the date of layoff, providing they submit a request in writing to the Human Resources Department.

## **ARTICLE 24 - SEVERANCE PAY**

24.01 In the event of an indefinite layoff, a regular annual or sessional employee will have ninety (90) days to choose whether to remain on layoff status in accordance with Article 23 or choose termination and receive severance pay as follows, which is to be pro rated for part-time regular or sessional employees:

(a)	1 year of consecutive service	5 day's pay
(b)	2 years of consecutive service	7 day's pay
(c)	3 years of consecutive service	9 day's pay
(d)	4 years of consecutive service	11 day's pay
(e)	5 years of consecutive service	13 day's pay
(f)	6 years of consecutive service	15 day's pay
(g)	7 years of consecutive service	17 day's pay
(h)	8 years of consecutive service	18 day's pay
(i)	9 years of consecutive service	19 day's pay
(j)	10 or more years of consecutive service	20 day's pay

For the purposes of this article, a day's pay is equivalent to 1/5 of the normal weekly earnings (exclusive of overtime allowances) of the employee.

If the Human Resources Department is not advised of the employee's choice in writing within the ninety (90) days period, the employee will automatically continue on layoff status in accordance with Article 23.

The above provision is not available for relief employees.

## **ARTICLE 25 - MEDICAL, DENTAL, AND INSURANCE BENEFITS**

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

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

25.01 Effective January 1, 1994, new employees working 10 hours per week or less are ineligible to participate in the District's medical, extended medical and dental plans.

25.02 All employees covered by this Agreement who are eligible to participate shall, as a condition of employment, participate in the Medical Services Plan of British Columbia beginning the first of the month following the date employment starts. The Board agrees to pay the full costs of the premiums.

25.03 All employees covered by this Agreement who are eligible to participate shall, as a condition of employment, participate in the C.U. & C. Dental Plan, including orthodontic benefits reimbursing up to 50% of the costs to a lifetime maximum of \$2,100.00 (as of September 1, 1994), beginning the first of the month following

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completion of the equivalent of forty (40) full-time working days. Premium costs shall be paid 70% by the Board and 30% by the employee.

25.04 All employees covered by this Agreement who are eligible to participate shall, as a condition of employment, participate in the B.C.T.F./B.C.S.T.A. Group Life Insurance Plan (non-academic coverage under Classes 5 and 6) beginning the first of the month following the date employment starts. The Board agrees to pay the full cost of the premiums.

Effective January 1, 1995, all eligible employees shall as a condition of employment participate in Plan B of the B.C.T.F. /B.C.S.T.A. Group Life Insurance Plan.

Employees working less than 17 1/2 hours per week are ineligible to participate in the life insurance plan.

25.05 All employees covered by this Agreement who are eligible to participate shall, as a condition of employment, participate in the Medical Services Association Extended Health Benefits Plan, including the Vision Care Plan reimbursing up to \$200.00 (as of September 1, 1994) for eyeglasses or contact lenses every two years and Hearing Aid Plan reimbursing up to \$500.00 beginning the first of the month following the date employment starts. The Board agrees to pay the full cost of the premiums.

25.06 Regular "sessional" employees shall have the Board portion of the above benefits paid on the employee's behalf during the normal school closures.

25.07 All regular part-time employees (but not casual employees) who are scheduled to work less than four (4) hours per day may participate in the Plans listed in Articles 25.01, 25.02, 25.03 on a voluntary basis. Carrier regulations preclude employees working less than half-time from participating in the plan listed in Article 25.04.

25.08 Pension: All eligible regular full-time employees shall, as a condition of employment, participate in the B.C. Municipal Superannuation Plan beginning the first day of the month following completion of the probationary period. Effective January 1, 1989 the Board will pay the Employer portion of Superannuation premiums for all employees working half time or more who wish to have Superannuation coverage.

25.09 The Board will provide a Long Term Disability Benefit Plan which will pay sixty percent (60%) of regular earnings for eligible employees. This plan will provide benefits only after sick leave credits have been used or thirty (30) days leave without pay has occurred, whichever is longer.

Employees working less than 17 1/2 hours per week are ineligible to participate in the long term disability benefit plan.

25.10 The Board shall provide an Employee Family Assistance Plan. The Board shall pay the cost of the premiums.

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**ARTICLE 26 - EMPLOYEE GROWTH AND DEVELOPMENT**

26.01 The Board and the Union agree that employee growth and development should be encouraged and supported.

26.02 REQUIRED COURSE WORK (Employer Initiated)

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

- (a) For required training and course work the employer will pay for the course or program registration fees, required textbooks and materials and required laboratory fees.
- (b) For required training and course work the employer will assist with travel expenses as per the school district travel policy 4133.1.
- (c) It is recognized that required course work or training occurs both on regular work hours and outside of regular work hours.
- (d) For course work or training occurring outside an employee's regularly scheduled work hours, attendance will be voluntary.
- (e) With the prior approval of the supervisor, attendance at courses outside of the employees regularly scheduled work hours will be compensated either:
  - (i) at the employees regular rate of pay for the course hours attended.
  - (ii) or the employee will be given equivalent time off for the course hours attended.

26.03 VOLUNTARY COURSE WORK OR TRAINING (Employee Initiated)

Regular and relief employees shall be eligible for some training or course work reimbursement. The amount of reimbursement will be 50% of the cost of the approved course to a maximum reimbursement of \$250.00 provided that:

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

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

26.05 PROFESSIONAL DAYS (Employee Initiated)

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

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

26.07 Tuition is waived for CUPE members for academic upgrading to Grade Twelve completion for courses offered by the School District Continuing Education School.

## **ARTICLE 27 – FIRST AID DESIGNATIONS**

27.01 Employees providing First Aid attendance services as required by the Worker's Compensation First Aid Regulations will be paid a premium, pro-rated for part-time, as follows:

**Level One**

**\$12.87 per pay period**

**Level Two:**

10 month employees: \$55.21 per pay period

12 month employees: \$57.91 per pay period

27.02 When the alternate assumes the responsibilities of the designated first aid attendant the employee will be compensated as per Article 27.01 of the collective agreement.

27.03 Where an employee (or alternate) to whom the Occupational First Aid responsibility is designated and is no longer able to fulfill his industrial first aid responsibilities due to transfer, resignation or the inability or unsuitability to perform the task, and recognizing the obligation of the School Board to meet the requirements of the Worker's Compensation Board regulations, the following process will first be followed to ensure required Occupational First Aid coverage:

- (a) The principal will offer the Occupational First Aid designation to the alternate(s). Other Occupational First Aid trained staff will be offered the position if the alternate declines the designation. The seniority of other trained staff will be considered.
- (b) The principal will, in writing to all staff, seek a volunteer to undertake the Occupational First Aid training and to assume the Occupational First Aid (or alternate) position. If a third staff member has already undertaken the training, that person will assume the Occupational First Aid (or alternate) responsibilities.
- (c) The principal will forward the name of the volunteer to the Health and Safety Officer to arrange the Occupational First Aid training provided that the volunteer:
  - is a full-time day shift employee
  - is not regularly required to perform his duties away from the school site
  - is a permanent employee, and
  - is readily available to meet the operational needs of the school.
- (d) If more than one volunteer is identified, the selection will be made by the principal based on personal suitability and the ability to meet the operational needs of the school, following consultation with the appropriate union representative(s). Seniority will be considered in making the selection.
- (e) If no volunteer is identified, or in the event that the volunteer fails to obtain the necessary certification, a discussion will be held with the Management/CUPE Liaison Committee to explore possible alternatives.

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**ARTICLE 28 - TRAVEL ALLOWANCE**

- 28.01 When an employee supplies his own transportation for working purposes, the Board shall pay a travel allowance in accordance with prevailing Board policy. All travel allowance payments shall be approved in advance by the appropriate supervisor.
- 28.02 In the event that employees are required to travel outside their normal working area, the Board will arrange for credit, within the limits established by Board policy, at hotels, motels and restaurants.
- 28.03 When spareboard clerical, spareboard custodians or casual custodians are required to use their own vehicles for transportation to school(s) for daily work assignments, the following provisions will apply:
- (a) If the first school in the assigned daily work schedule is more than fifteen (15) kilometers from the Central Administration Building, a one way travel allowance will be paid as per Board Policy 4133.1.
  - (b) If the final school in the assigned daily work schedule is greater than fifteen (15) kilometers from the Central Administration Building, one way travel allowance from the school to the Central Administration Building will be paid as per Board Policy 4133.1.
  - (c) A one way travel allowance will be paid as per Board Policy 4133.1 between schools when spareboard clerical, spareboard custodians or casual custodians have been assigned a daily work schedule that involves more than one school.

**ARTICLE 29 - CLOTHING**

- 29.01 The Board agrees to supply custodians with two uniforms per year and to pay an allowance of \$18.00 per annum towards their cleaning. Special articles of wearing apparel will also be supplied, when considered necessary by the Board.
- 29.02 The Board shall maintain two suits of rubber clothing for the use of employees engaged in abnormally wet working conditions.
- 29.03 A clothing allowance of up to \$140.00 per year will be paid to each full-time Cafeteria Worker and a pro rata allowance to each part-time Cafeteria Worker, based on their employment status as of September 30th in each year. A cleaning allowance of \$18.00 per year will be paid to each Cafeteria Worker for the cleaning of uniforms.

**ARTICLE 30 - LONG SERVICE ALLOWANCE**

- 30.01 All regular employees shall receive an additional \$2.50 per pay period following completion of five (5) years of service and five dollars (\$5.00) per pay period following completion of ten (10) years of service (not to be compounded).

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**ARTICLE 31 - PAID HOLIDAYS**

31 .01 The Board recognizes the following days as paid holidays:

- |   |                  |
|---|------------------|
| (a) New Year's Day                                | B.C. Day         |
| Good Friday                                       | Labour Day       |
| Easter Monday (or Thursday<br>before Good Friday) | Thanksgiving Day |
| Victoria Day                                      | Remembrance Day  |
| Canada Day  | Christmas Day    |
|   | Boxing Day       |
- (b) Any other day proclaimed by the Federal, Provincial or Municipal Governments, provided such holidays are proclaimed and observed on normal working days, and any special school holidays proclaimed by the Minister of Education and observed on normal working days.

31 .02 Regular employees shall be eligible for the paid holiday provided that they have worked their last regularly scheduled day in the five (5) working days prior to the paid holiday and their first regularly scheduled day in the five (5) working days following the paid holiday. A scheduled day shall include an approved unpaid leave of absence granted specifically within the five working days preceding or following the holiday.

31.03 Notwithstanding Article 13.01 above, regular "sessional" employees shall be eligible for all paid holidays which fall during the school year including Labour Day and Canada Day but shall not be entitled to B.C.Day.

31 .04 Casual employees shall be eligible for the paid holiday according to Statute.

31 .05 Where a paid holiday, or an alternative day designated by the Liaison Committee as a paid holiday, falls on an employee's scheduled day off, and the employee is eligible for the paid holiday under the provisions of this Article, he shall be given another mutually agreed upon day off with pay.

31 .06 Employees required to work on a paid holiday will be paid double their regular rate of pay for the time worked as per Article 12 and shall receive for the paid holiday either another mutually agreed upon day off with pay or pay at their regular rate for the holiday.

**ARTICLE 32 - VACATIONS**

32.01 Employees, other than casual employees, shall receive vacation entitlement based on years of service (as defined in Article 2) as follows:

- (a) Less than one (1) year of service - ten (10) working days off per annum, prorated monthly, at current rate of pay or 4% of gross pay, whichever is the greater;
- (b) One (1) full year of service and less than two (2) full years - ten (10) working days off, at current rate of pay or 4% of gross pay, whichever is the greater;



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- (c) Two (2) full years of service and less than seven (7) full years - fifteen (15) working days off, at current rate of pay or 6% of gross pay, whichever is the greater;
  - (d) Seven (7) full years of service and less than fourteen (14) full years - twenty (20) working days off, at current rate of pay or 8% of gross pay, whichever is the greater;
  - (e) Fourteen (14) full years of service and less than twenty-three (23) full years - twenty-five (25) working days off, at current rate of pay or 10% of gross pay, whichever is the greater;
  - (f) Twenty-three (23) full years of service and over - thirty (30) working days off, at current rate of pay or 12% of gross pay, whichever is the greater.

32.02 Casual employees will be paid 4% of regular earnings for their period of employment.

**32.03 When a two week spring break has been approved for the following school year, sessional employees may carry over ten (10) days vacation entitlement provided that the ten days vacation entitlement carried over is used on non-prescribed school days. Otherwise, the sessional employees will be limited to carrying over five (5) days vacation entitlement provided that the five days of vacation entitlement carried over is used on non-prescribed school days.**

**Sessional employees wishing to carry over vacation entitlement shall advise the payroll department in writing by May 15<sup>th</sup>.**

**Sessional employees shall have a vacation payout “anniversary date” of the second Friday in June to be paid at the end of the pay period in which that Friday falls, for the purpose of paying out vacation pay only.**

32.04 Regular employees may take vacation at any time up to the maximum of their current accumulated entitlement provided a written request is given to their supervisor at least one (1) month prior to the proposed commencement of vacation. The Board recognizes that occasionally the opportunity to give one (1) month's notice will be difficult and will accept lesser notice where the circumstances warrant, where vacation plans of other employees are not interrupted, and where the operation of the department is not unduly impaired.

32.05 The Board shall, on request, pay to an employee the annual vacation pay to which he is entitled at least seven (7) days before the beginning of his annual vacation. The employee must notify Payroll that he wants his vacation pay at least twenty-one (21) days before his vacation starts. If he chooses not to take his vacation pay in advance, it will be paid on his regular pay cheques.

32.06 Where a sessional employee is not required to work on a Non-Instructional Day or due to Days-Not-In-Session during the work year, the sessional employee has the option of using one or more of his annual holidays, or taking time off without pay.

32.07 Regular annual employees may carry over up to a maximum of ten (10) days of vacation entitlement from one anniversary year to the next provided that the ten (10) days of vacation entitlement carried over is used on non-prescribed school days.

### **ARTICLE 33 - SPECIAL LEAVES**

33.01 Leave up to five (5) days shall be granted with pay upon the request of the employee in the event of death or serious illness of a member of the immediate family (which is normally considered to be relatives of either the employee or his spouse up to and including the first cousin relationship). The Board shall give reasonable consideration to special requests regarding persons outside the immediate family or to extended time under special circumstances. Any extended time may be taken as either vacation or leave without pay.

33.02 An employee subpoenaed to appear as a witness or to serve jury duty shall be paid his regular salary and shall remit to the Board the amount of the fees received.

33.03 The Board shall grant leave of absence without pay for employees:

- (a) to seek election in a Municipal, Provincial or Federal election;
- (b) elected to public office for a maximum period of six (6) years.

Employees shall maintain seniority during such leaves of absence and will be able to bid on available positions upon return from such leaves. No position will be maintained for them during such leave or guaranteed to them upon return from such leave.

33.04 Maternity Leave

Employees will be entitled to maternity leave provisions according to the Employment Standards Act. Upon application maternity leave may be extended for up to an additional twelve (12) months.

33.05 Adoption Leave

The Board shall grant to an employee, on written request supported by a certificate of proof of adoption, a leave of absence without pay up to six (6) months. Such leave may be extended for up to an additional twelve (12) months.

33.06 Paternity Leave

On the birth of a child, a regular or relief employee may apply for and be granted paternity leave with pay up to a maximum of two (2) regular work days, pro-rated for part-time employees.

### 33.07 Parenthood Leave

- (a) Employees may request parenthood leave in situations where a parent feels it to be necessary to stay home with a dependent child. Except in crisis situations, parenthood leave may be requested only once in every four (4) years.
- (b) Both male and female employees shall be eligible for parenthood leave, but it may be granted to only one (1) parent at a time in instances where both are employed by the Board. Notice is required, in writing six (6) months prior to commencement of the leave. Less than six (6) months notice may be considered in a crisis situation.
- (c) The length of a parenthood leave shall not exceed twelve (12) months and such leave is without pay.
- (d) Employees granted parenthood leave shall advise the Board of their intentions at least four (4) months prior to their intended return date. Employees returning from parenthood leave will normally return to their former position.

### 33.08 Self-Funded Leave Plan

- (a) Subject to the rules of compliance of regulations under the Income Tax Act, the Board shall maintain a self-funded leave plan.
- (b) The Board and the Union shall maintain a committee of an equal number of representatives of the Board and the Union to administer the Self-Funded Leave Plan.
- (c) The Board agrees to maintain the plan in existence on May 31, 1991, and that changes to the plan will occur only with the consent of both parties.
- (d) Subject to the conditions of the plan, all regular employees who are employed seventeen and one-half (17 1/2) hours per week or greater will be eligible to participate in the plan.
- (e) Employees on an approved leave of absence under the self-funded leave plan will normally return to their position upon completion of the leave.
- (f) Copies of the Self-Funded Leave Plan shall be available from the Board upon request.

### 33.09 Discretionary Day

Employees who have worked for the school district for at least one calendar year are eligible for a **discretionary** day. Upon application to **and approval by** their supervisor, eligible employees may take one (1) full day with pay (prorated for part time) in each calendar year.

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### 33.10 Family Responsibility Leave

Employees shall be entitled to family responsibility leave provisions according to the Employment Standards Act. Such leaves are without pay.

### **ARTICLE 34 - LEAVE OF ABSENCE**

34.01 The Board may grant leaves of absence without pay, but with no loss of prior seniority, to regular employees. Such requests for leaves shall not be unreasonably withheld.

A leave may be extended, with the approval of the Board, upon written request.

Regular employees shall normally return to their former position upon completion of the leave.

### **ARTICLE 35 – SICK LEAVE**

35.01 Employees shall be granted one and one half (1-1/2) days sick leave for every month worked, without wage deduction, prorated to hours worked. The unused portion of such sick leave, after transfer under Article 35.05, is to be accumulated.

35.02 Time off work for their own medical and dental appointments, prescribed treatments, etc., is to be deducted from employees' accumulated sick leave.

35.03 Employees should normally notify their supervisor **or designate**, daily, **prior to** the beginning of their normal shift if they are going to be absent due to illness, except afternoon custodial staff should normally advise **their supervisor or designate and Custodial Dispatch** prior to 12:00 noon daily.

35.04

- (a) Upon request, proof of sickness shall be provided by an employee after an absence of three (3) consecutive working days.
- (b) Where there is a prior record of frequent absences, the Board may request proof of sickness at any time following consultation with the Union.
- (c) As provided for in the School Act, employees may also be required to undergo examination by the Medical Officer appointed for the School District.

35.05 Employees will have transferred to their vacation entitlement on the first day of the first pay period in each year one-third (1/3) of their unused sick leave entitlement for the previous year to a maximum of five (5) days.

35.06

- (a) The sick leave accumulated by employees will be frozen, for payout purposes only, at the amount earned as of December 29, 1983, up to a maximum of one hundred and twenty (120) days. Should this amount be eroded through usage, employees will be allowed to re-accumulate sick

leave for payout purposes up to the amount originally frozen. Payouts will be based on the employee's regular hourly rate as at December 29, 1983.

- (b) New employees hired after December 31, 1983, will not be entitled to a sick leave payout.
- (c) Payout of sick leave will be in accordance with the following, subject to the provisions of Article 35.06 (a):
  - (i) Upon death of an employee, the estate shall be paid the existing sick leave accumulation up to a maximum of one hundred and twenty (120) days.
  - (ii) Upon retirement in accordance with the Municipal Superannuation Act, the employee shall be paid his sick leave accumulation up to a maximum of one hundred and twenty (120) days.
  - (iii) Upon termination other than for cause:

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

An employee having five (5) years' seniority who is laid off for a period exceeding three (3) months, or an employee having five (5) years' seniority who, when laid off, is informed that he will not be recalled for a period of three (3) months, may elect to receive the existing sick leave accumulation up to a maximum of one hundred and twenty (120) days. Such employees shall lose their seniority and recall rights.

An employee with five (5) years' seniority who is laid off for a period of one (1) year without recall shall receive the existing sick leave accumulation up to a maximum of one hundred and twenty (120) days.

- (d) An employee who resigns from the Board shall receive a sick leave payout according to the following schedule, subject to the provisions of Article 35.06 (a):
  - (i) Those employed on May 31, 1978, with less than ten (10) years' service:

After five (5) years' continuous service - 100% of unused sick leave accumulated up to May 31, 1978, plus 50% of unused sick leave accumulated after May 31, 1978 or sixty (60) days (whichever is less), up to a maximum of one hundred and twenty (120) days.
  - (ii) Those commencing employment after May 31, 1978:

After five (5) years' continuous service - 50% of unused sick leave up to a maximum of sixty (60) days.

(iii) All Employees:

After ten (10) years' continuous service - 100% of unused sick leave up to a maximum of one hundred and twenty (120) days.

35.07 No person shall be entitled to receive a payout of accumulated sick leave more than once, regardless of separate periods of employment by the Board, or the nature of employment.

35.08 Employees on Sick Leave at the time of layoff will continue on Sick Leave, but an employee who becomes ill while on layoff shall not be eligible for Sick Leave until such time as he would normally return to work.

**ARTICLE 36 - WORKERS' COMPENSATION SUPPLEMENT**

36.01 If an Employee sustains an injury in the course of his duties and is eligible for Workers' Compensation, he shall be paid that amount necessary to make up the difference between what he receives as compensation and his full salary so long as his accumulation of sick leave credits permit. Sick Leave benefits will be used on a pro rata basis based on the difference in salary paid by the Board.

**ARTICLE 37 - SAFETY**

37.01 The Board agrees that employees shall not be required to operate Board equipment in contravention of any pertinent statutes.

37.02 The Board shall provide safety clothing, devices and equipment as required.

37.03 A District Health and Safety Committee shall be maintained. The Union will have two members on the committee. The Health and Safety Committee shall hold meetings at least once per month, or more frequently if requested by the Union or the Employer for jointly considering, monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices. Minutes shall be taken at all meetings and copies shall be sent to the Employer and the Union.

37.04 ADMINISTRATION OF MEDICATION

Employees shall be responsible for the administration of prescribed medication to students under the following conditions:

- (a) The parent has requested the school's assistance in writing and signed a release concerning administration of the medication by the employee;
- (b) If required, the Health Unit has been informed and a medical alert card has been completed;
- (c) The employee has been appropriately trained in the administration of the medication;
- (d) The medication is stored safely and securely;

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- (e) The medication is appropriately labeled and packaged by the dispensing pharmacy or physician;
  - (f) The medication is accompanied by administration and side effect information;
  - (g) Appropriate records are kept;
  - (h) The School Act indemnifies Board employees against liability claims arising out of the proper performance of their duties.

### **ARTICLE 38 – VIDEO DISPLAY TERMINALS**

- 38.01 Employees will not be required to operate video display terminals continuously for more than fifty minutes per hour.
- 38.02 Employees whose jobs require the operation of video display terminals may request a transfer to alternate work during a pregnancy. If a suitable transfer is not available, the employee may request layoff status for the period of their pregnancy.

### **ARTICLE 39 - TECHNOLOGICAL CHANGE**

- 39.01 The Board agrees to notify the Union sixty (60) days in advance of the introduction of any significant changes in technological methods which would significantly affect wage rates, hours of work and work loads.
- 39.02 Any such change shall be made only after agreement by the Union and the Board to such change. If the Union and the Board fail to agree on the results of the changes the matter will be referred to arbitration.
- 39.03 If, by reason of any changes in operating methods, the Board is unable to provide work for Employees, whose positions have been abolished, the severed Employees shall receive sixty (60) days notice and severance pay of one month's pay at the regular rate of the position last occupied in addition to all other benefits to which they may be entitled under this Agreement.

### **ARTICLE 40 - NOTICE OF TERMINATION**

- 40.01 Except in cases of dismissal for cause, notice of termination may be given to regular employees only after the employee has received written warning letters setting forth reasons for dissatisfaction with the employee's services and providing for at least a two (2) week period after each letter for the employee to show satisfactory improvement. The Board shall provide the employee and the Union with a copy of any written warning. Demotion shall not be used as a disciplinary measure.
- 40.02 Regular employees shall be given two (2) weeks' notice in writing or two (2) weeks' pay in lieu thereof upon discharge, unless for just cause. This clause does not apply to probationary employees.
- 40.03 Employees shall give two (2) weeks' notice of resignation in writing to the Board.

**ARTICLE 41 - DURATION OF AGREEMENT**

41 .01 This agreement shall take effect the date of signing and shall remain in full force and effect until the **30<sup>th</sup> day of June, 2010**, and from year to year thereafter, unless notice to commence negotiations is served by either party in writing within the four (4) months immediately preceding the expiry date of this agreement on the **30th, day of June, 2010** in any subsequent year that it desires its termination.

- Effective July 1, 2006 – 2% wage increase
- Effective July 1, 2007 – 2% wage increase
- Effective July 1, 2008 – 2% wage increase
- Effective July 1, 2009 – 2% wage increase

41 .02 The operation of section 50 (2) (3) of the Labour Relations Code is specifically excluded from this agreement.

**ARTICLE 42 - CORRESPONDENCE**

42.01 Any correspondence arising out of this Agreement shall pass to and from the Director of Human Resources of the Board and the President of the Union or the CUPE National Representative, with a copy to the President of the Union.

42.02 Copies of all new resolutions, policies and by-laws which directly affect the members of this Union will be forwarded to the Union. Copies will be posted on Union bulletin boards at each work site.

A copy of the minutes of the Board of School Trustees shall be forwarded to the Secretary of the Union and the CUPE Representative.

**ARTICLE 43 - CONTRACTING OUT**

43.01 The Board shall have the right to contract out work provided no regular employee is laid off and placed on the bidding list pursuant to Article 23.03 (c), or be subject to a reduction in hours as a direct result of contracting out.

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DATED AT PRINCE GEORGE, BRITISH COLUMBIA THIS 29th DAY OF May, 2006.

Signed on behalf of the Board  
of School Trustees of School  
District No. 57 (Prince George):

“Signed” by \_\_\_\_\_  
Georgina Johnson

“Signed” by \_\_\_\_\_  
Sharel Warrington

Signed on behalf of the Canadian  
Union of Public Employees  
Local 3742:

“Signed” by \_\_\_\_\_  
Lorraine Prouse

“Signed” by \_\_\_\_\_  
Kevin McConnachie



<b>Effective July 1, 2006</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
	\$ 15.82	\$ 16.26	\$ 16.70
Library Clerk Mail Clerk Verifying Clerk			
DRC Circulation Clerk DRC Data Entry Clerk School Clerk	\$ 16.70	\$ 17.17	\$ 17.61
Bus Supervisor Classroom Assistant DRC Acquisition/Roaming Clerk DRC Office/Circulation Clerk School Meal Program Worker Supervision Assistant	\$ 17.68	\$ 18.13	\$ 18.56
Accounting Clerk DRC Duplicating Clerk Human Resources Clerk Purchasing Clerk School Supervisor - PGSS Secretary - Dispatch Maintenance	\$ 18.62	\$ 19.09	\$ 19.54
School Accounting Clerk Accounting Clerk Finance Human Resources Clerk/Dispatch Payroll Clerk Secretary - Finance and Transportation Secretary - Schools Oper/Dept/Services Student Admin System Operator - Junior Technical Assistant - Secretary Maintenance School Secretary - All Schools Secretary - Area Support Team Spareboard Secretary	\$ 19.58	\$ 20.05	\$ 20.50

<b>Effective July 1, 2006</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
DRC Library Tech Finance Clerk/GL Clerk Laboratory Technician Student Admin System Operator - Senior Teacher Assistant 2 Teacher Assistant 2 - Aboriginal School Secretary - Career Program Assistant Senior School Secretary - Secondary	\$ 20.57	\$ 21.03	\$ 21.47
Aboriginal Education Worker Schools Computer Application Trainer Human Resources Assistant - Benefits Senior Payroll Clerk Youth Care Worker Senior School Secretary - Elementary Schools Computer App. Trainer (BCeSIS)	\$ 21.53	\$ 22.00	\$ 22.45
Teacher Assistant 3	\$ 22.48	\$ 22.95	\$ 23.41

<b>Effective July 1, 2006</b>	<b>Step 1</b>	<b>Step 2</b>
School Meal Program Clerk	\$ 15.82	\$ 16.70
Cafeteria Worker - Salads/Sandwiches Cafeteria Worker - Warewasher Custodian SBO Receptionist/Switchboard Security Monitor	\$ 17.68	\$ 18.56
Cafeteria Worker - Baker/Dining Room	\$ 18.62	\$ 19.54
Vanier Stagehand / Manager		\$ 19.54

<b>Effective July 1, 2007</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
	\$ 16.14	\$ 16.59	\$ 17.03
Library Clerk Mail Clerk Verifying Clerk			
DRC Circulation Clerk DRC Data Entry Clerk School Clerk	\$ 17.03	\$ 17.51	\$ 17.96
Bus Supervisor Classroom Assistant DRC Acquisition/Roaming Clerk DRC Office/Circulation Clerk School Meal Program Worker Supervision Assistant	\$ 18.03	\$ 18.49	\$ 18.93
Accounting Clerk DRC Duplicating Clerk Human Resources Clerk Purchasing Clerk School Supervisor - PGSS Secretary - Dispatch Maintenance	\$ 18.99	\$ 19.47	\$ 19.93
School Accounting Clerk Accounting Clerk Finance Human Resources Clerk/Dispatch Payroll Clerk Secretary - Finance and Transportation Secretary - Schools Oper/Dept/Services Student Admin System Operator - Junior Technical Assistant - Secretary Maintenance School Secretary - All Schools Secretary - Area Support Team Spareboard Secretary	\$ 19.97	\$ 20.45	\$ 20.91

<b>Effective July 1, 2007</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
DRC Library Tech Finance Clerk/GL Clerk Laboratory Technician Student Admin System Operator - Senior Teacher Assistant 2 Teacher Assistant 2 - Aboriginal School Secretary - Career Program Assistant Senior School Secretary - Secondary	\$ 20.98	\$ 21.45	\$ 21.90
Aboriginal Education Worker Schools Computer Application Trainer Human Resources Assistant - Benefits Senior Payroll Clerk Youth Care Worker Senior School Secretary - Elementary Schools Computer App. Trainer (BCeSIS)	\$ 21.96	\$ 22.44	\$ 22.90
Teacher Assistant 3	\$ 22.93	\$ 23.41	\$ 23.88

<b>Effective July 1, 2007</b>	<b>Step 1</b>	<b>Step 2</b>
School Meal Program Clerk	\$ 16.14	\$ 17.03
Cafeteria Worker - Salads/Sandwiches Cafeteria Worker - Warewasher Custodian SBO Receptionist/Switchboard Security Monitor	\$ 18.03	\$ 18.93
Cafeteria Worker - Baker/Dining Room	\$ 18.99	\$ 19.93
Vanier Stagehand / Manager		\$ 19.93

<b>Effective July 1, 2008</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
	\$ 16.46	\$ 16.92	\$ 17.37
Library Clerk Mail Clerk Verifying Clerk			
DRC Circulation Clerk DRC Data Entry Clerk School Clerk	\$ 17.37	\$ 17.86	\$ 18.32
Bus Supervisor Classroom Assistant DRC Acquisition/Roaming Clerk DRC Office/Circulation Clerk School Meal Program Worker Supervision Assistant	\$ 18.39	\$ 18.86	\$ 19.31
Accounting Clerk DRC Duplicating Clerk Human Resources Clerk Purchasing Clerk School Supervisor - PGSS Secretary - Dispatch Maintenance	\$ 19.37	\$ 19.86	\$ 20.33
School Accounting Clerk Accounting Clerk Finance Human Resources Clerk/Dispatch Payroll Clerk Secretary - Finance and Transportation Secretary - Schools Oper/Dept/Services Student Admin System Operator - Junior Technical Assistant - Secretary Maintenance School Secretary - All Schools Secretary - Area Support Team Spareboard Secretary	\$ 20.37	\$ 20.86	\$ 21.33

<b>Effective July 1, 2008</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
DRC Library Tech Finance Clerk/GL Clerk Laboratory Technician Student Admin System Operator - Senior Teacher Assistant 2 Teacher Assistant 2 - Aboriginal School Secretary - Career Program Assistant Senior School Secretary - Secondary	\$ 21.40	\$ 21.88	\$ 22.34
Aboriginal Education Worker Schools Computer Application Trainer Human Resources Assistant - Benefits Senior Payroll Clerk Youth Care Worker Senior School Secretary - Elementary Schools Computer App. Trainer (BCeSIS)	\$ 22.40	\$ 22.89	\$ 23.36
Teacher Assistant 3	\$ 23.39	\$ 23.88	\$ 24.36

<b>Effective July 1, 2008</b>	<b>Step 1</b>	<b>Step 2</b>
School Meal Program Clerk	\$ 16.46	\$ 17.37
Cafeteria Worker - Salads/Sandwiches Cafeteria Worker - Warewasher Custodian SBO Receptionist/Switchboard Security Monitor	\$ 18.39	\$ 19.31
Cafeteria Worker - Baker/Dining Room	\$ 19.37	\$ 20.33
Vanier Stagehand / Manager		\$ 20.33

<b>Effective July 1, 2009</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
	\$ 16.79	\$ 17.26	\$ 17.72
Library Clerk Mail Clerk Verifying Clerk			
DRC Circulation Clerk DRC Data Entry Clerk School Clerk	\$ 17.72	\$ 18.22	\$ 18.69
Bus Supervisor Classroom Assistant DRC Acquisition/Roaming Clerk DRC Office/Circulation Clerk School Meal Program Worker Supervision Assistant	\$ 18.76	\$ 19.24	\$ 19.70
Accounting Clerk DRC Duplicating Clerk Human Resources Clerk Purchasing Clerk School Supervisor - PGSS Secretary - Dispatch Maintenance	\$ 19.76	\$ 20.26	\$ 20.74
School Accounting Clerk Accounting Clerk Finance Human Resources Clerk/Dispatch Payroll Clerk Secretary - Finance and Transportation Secretary - Schools Oper/Dept/Services Student Admin System Operator - Junior Technical Assistant - Secretary Maintenance School Secretary - All Schools Secretary - Area Support Team Spareboard Secretary	\$ 20.78	\$ 21.28	\$ 21.75

<b>Effective July 1, 2009</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
DRC Library Tech Finance Clerk/GL Clerk Laboratory Technician Student Admin System Operator - Senior Teacher Assistant 2 Teacher Assistant 2 - Aboriginal School Secretary - Career Program Assistant Senior School Secretary - Secondary	\$ 21.83	\$ 22.32	\$ 22.79
Aboriginal Education Worker School Computer Application Trainer Human Resources Assistant - Benefits Senior Payroll Clerk Youth Care Worker Senior School Secretary - Elementary Schools Computer App. Trainer (BCeSIS)	\$ 22.85	\$ 23.35	\$ 23.83
Teacher Assistant 3	\$ 23.86	\$ 24.36	\$ 24.85

<b>Effective July 1, 2009</b>	<b>Step 1</b>	<b>Step 2</b>
School Meal Program Clerk	\$ 16.79	\$ 17.72
Cafeteria Worker - Salads/Sandwiches Cafeteria Worker - Warewasher Custodian SBO Receptionist/Switchboard Security Monitor	\$ 18.76	\$ 19.70
Cafeteria Worker - Baker/Dining Room	\$ 19.76	\$ 20.74
Vanier Stagehand / Manager		\$ 20.74



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LETTER OF UNDERSTANDING  
BETWEEN  
SCHOOL DISTRICT NO. 57 (PRINCE GEORGE)  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3742

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TEACHER ASSISTANT DESIGNATION

1. There shall be two Teacher Assistant designations: child specific and general. The parties agree to direct the Job Evaluation Committee to determine the criteria for each designation.
2. A job posting for a child specific position will be so identified. All others are general.
3. A child specific teacher assistant may transfer with the child to a new school under the following circumstances:
  - a. The receiving school has an operational requirement for the teacher assistant.
  - b. The use of a child-specific teacher assistant continues to meet the child's educational requirements.

In lieu of moving with the child, the teacher assistant may choose to take a layoff as per Article 23.
4. In a reduction of general teacher assistant hours, the junior teacher assistant will be laid off, provided that it meets the operational needs of the school. The remaining work will be re-deployed to the remaining teaching assistants.

This letter of understanding shall remain in full force and effect until such time as it is altered or deleted by the mutual agreement of the parties.

All of this is agreed to this 9<sup>th</sup> day of June, 1997, in the City of Prince George, B.C.

Signed on behalf of the Board  
of School Trustees of School  
District No. 57 (Prince George):

"Signed" by \_\_\_\_\_

Jo-Anne Legree

"Signed" by \_\_\_\_\_

David DeVore

Signed on behalf of the Canadian  
Union of Public Employees  
Local 3742:

"Signed" by \_\_\_\_\_

Marilyn Hannah

"Signed" by \_\_\_\_\_

Lyn Boyes

LETTER OF UNDERSTANDING

---

BETWEEN  
SCHOOL DISTRICT NO. 57 (PRINCE GEORGE)  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3742

---

SUMMER PROJECT ASSIGNMENT

Notwithstanding Article 16.05 (b) the employer agrees that temporary project work that is expected to exceed (30) calendar days shall be posted pursuant to Article 16.

This letter of understanding shall remain in full force and effect until such time as it is altered or deleted by the mutual agreement of the parties.

All of this is agreed to this 9<sup>th</sup> day of June, 1997, in the City of Prince George, B.C.

Signed on behalf of the Board  
of School Trustees of School  
District No. 57 (Prince George):

“Signed” by \_\_\_\_\_  
Jo-Anne Legree

“Signed” by \_\_\_\_\_  
David DeVore

Signed on behalf of the Canadian  
Union of Public Employees  
Local 3742:

“Signed” by \_\_\_\_\_  
Marilyn Hannah

“Signed” by \_\_\_\_\_  
Lyn Boyes

---

LETTER OF UNDERSTANDING  
BETWEEN  
SCHOOL DISTRICT NO. 57 (PRINCE GEORGE)  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3742

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SUPERVISION ASSISTANT POSITIONS

It is mutually agreed that when a vacancy for a supervision assistant position occurs in any worksite the following practice shall be followed:

1. The position shall be offered, in order of seniority, to on site CUPE, Local 3742, regular employees who possess the minimum qualifications as outlined on the job description.
2. Should the supervision assistant hours conflict with the hours worked by the senior qualified employee, that employee shall be deemed to be ineligible for the position.
3. Regular employees shall have the right to refuse to accept supervisory assistant positions at the school.
4. The hours for the supervision assistant shall be combined with those of the successful on site applicant to entitle the employee to a rest period(s) in accordance with Article 11 .05 and 11 .06 of the collective agreement.
5. Should all CUPE, Local 3742, employees at the worksite refuse the supervisory assistant position, the job shall be posted in accordance with Article 16 of the collective agreement.

This letter of understanding shall remain in full force and effect until such time as it is altered or deleted by the mutual agreement of the parties.

All of this is agreed to this 9<sup>th</sup> day of June, 1997, in the City of Prince George, B.C.

Signed on behalf of the Board  
of School Trustees of School  
District No. 57 (Prince George):

"Signed" by

Jo-Anne Legree

"Signed" by

David DeVore

Signed on behalf of the Canadian  
Union of Public Employees  
Local 3742:

"Signed" by

Marilyn Hannah

"Signed" by

Lyn Boyes

---

LETTER OF UNDERSTANDING  
BETWEEN  
SCHOOL DISTRICT NO. 57 (PRINCE GEORGE)  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3742

---

PROBLEM SOLVING

The parties agree that many problems or concerns can be averted or resolved successfully through open communications and a willingness to find solutions. In support of that concept it is recommended that:

1. Supervisors include members in discussions about the ongoing work of the department, especially as it relates to the member's assignment;
2. Supervisors schedule a time each month when they are available for members to discuss the nature of the employee's work, including any problems or concerns that may be developing;
3. Supervisors assist members and their co-workers in finding mutually acceptable solutions to workplace issues;
4. Members be encouraged to bring another member with them to act in a supporting role when issues of particular concern are being discussed;
5. Members and supervisors together review guides to problem solving to increase skills and understanding.

Nothing in this letter of understanding affects the right of a member to seek remedy under Article 7 of this Agreement. Where problem solving processes indicated above are being actively pursued, the time lines in Stage 1 of Article 7.01 shall be extended to thirty (30) calendar days.

This letter of understanding shall remain in full force and effect until such time as it is altered or deleted by the mutual agreement of the parties.

All of this is agreed to this 19th day of September, 1996, in the City of Prince George, B.C.

Signed on behalf of the Board  
of School Trustees of School  
District No. 57 (Prince George):

"Signed" by \_\_\_\_\_  
David DeVore

"Signed" by \_\_\_\_\_  
Bev Christensen

Signed on behalf of the Canadian  
Union of Public Employees  
Local 3742:

"Signed" by \_\_\_\_\_  
Marilyn Hannah

"Signed" by \_\_\_\_\_  
Lyn Boyes

---

LETTER OF UNDERSTANDING  
BETWEEN  
SCHOOL DISTRICT NO. 57 (PRINCE GEORGE)  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3742

---

GRIEVANCE MEDIATION

The parties agree to the concept of Grievance Mediation and wish to employ it to assist the parties in settling grievances prior to arbitration based on the following:

1. All grievances arising out of this agreement shall be subject to the grievance mediation process except where either party disagrees in a particular dispute.
2. Where the grievance mediation process is used it will occur after Stage 3 of the grievance procedure. The ten day time limit in Clause 7.01(d) is suspended for the duration of the grievance mediation process.
3. Should a grievance not be resolved in stage 3, the initiating party shall, within ten (10) working days, make application to the Associate Chair, (Mediation), Labour Relations Board for the appointment of a grievance mediator.
4. The parties shall meet with the mediator within twenty (20) working days of the appointment to attempt to resolve the dispute. This period can be extended by mutual agreement of the parties.
5. At any time both parties may agree jointly to request and be bound by the recommendations of a mediator should the grievance mediation process fail otherwise to provide a resolution to the grievance.
6. Should the grievance mediation process fail to lead to a resolution of the grievance and the parties not exercise their option under (5) above, the matter shall be referred to stage 4 of the grievance procedure for binding arbitration. The ten (10) day time line in Clause 7.01 (d) shall apply.

This letter of understanding shall remain in full force and effect until such time as it is altered or deleted by the mutual agreement of the parties.

All of this is agreed to this 19<sup>th</sup> day of September 1996, in the City of Prince George, B.C.

Signed on behalf of the Board  
of School Trustees of School  
District No. 57 (Prince George):

Signed on behalf of the Canadian  
Union of Public Employees  
Local 3742:

“Signed” by \_\_\_\_\_  
David DeVore

“ S i g n e d ” b y \_\_\_\_\_ Marilyn  
Hannah

“Signed” by \_\_\_\_\_

“Signed” by \_\_\_\_\_  
Bev Christensen

\_\_\_\_\_ Lyn Boyes

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LETTER OF UNDERSTANDING  
BETWEEN  
SCHOOL DISTRICT NO. 57 (PRINCE GEORGE)  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3742

---

RECALL TO PREVIOUS POSITION

The parties agree that employees who have been laid off after May 1 5<sup>th</sup> shall have the right to return to their former positions if the identical positions are reinstated by the Board prior to October 21<sup>st</sup>.

For the purposes of this letter of understanding “identical position” shall mean:

- a. For Area Resource Committee teacher assistants: same weekly hours, same category, same child, same school;
- b. For site-based teacher assistants: same weekly hours, same category, same school,
- c. For clerical assignments: same weekly hours, same category, same school or department,
- d. For custodial assignments: same weekly hours, same school or department.

Dated at Prince George, British Columbia, this 22<sup>nd</sup> day of April, 1997.

Signed on behalf of the Board  
of School Trustees of School  
District No. 57 (Prince George):

“Signed” by  
Jo-Anne Legree

“Signed” by \_\_\_\_\_  
David DeVore

Signed on behalf of the Canadian  
Union of Public Employees  
Local 3742:

“Signed” by \_\_\_\_\_  
Chris Merrick

---

LETTER OF UNDERSTANDING  
BETWEEN  
SCHOOL DISTRICT NO. 57 (PRINCE GEORGE)  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3742

---

ESTABLISHMENT OF CLERICAL SPAREBOARD

It is hereby mutually agreed that the Board will establish and maintain a clerical spareboard. Effective September 1, 1994, the clerical spareboard will be staffed with two (2) full time sessional regular employees. The Board shall provide successful candidates with the appropriate training.

DATED at Prince George, British Columbia, this 1 9<sup>th</sup> day of September, 1996.

Signed on behalf of the Board  
of School Trustees of School  
District No. 57 (Prince George):

"Signed" by  
David DeVore

"Signed" by  
Bev Christensen

Signed on behalf of the Canadian  
Union of Public Employees  
Local 3742:

"Signed" by  
Marilyn Hannah

"Signed" by  
Lyn Boyes

---

LETTER OF UNDERSTANDING  
BETWEEN  
SCHOOL DISTRICT NO. 57 (PRINCE GEORGE)  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3742

---

RE: TRUDY NORMAND, RON BRENT MEAL PROGRAM COORDINATOR

The parties mutually agree that the position currently held by Trudy Normand, as Meal Program Coordinator will be incorporated into the Canadian Union of Public Employees Local 3742 effective this date.

It is agreed that Trudy Normand will be granted seniority from September 1, 1992, the date of her appointment to the position and that she will be responsible for union dues of 1.5% of gross payroll from that date.

It is further agreed that Trudy Normand's rate will be red-circled at \$17.39 per hour. She will be entitled to general grid increments.

Should the position become vacant and the Board determines that the position is to be filled, the position will be posted as per the format and rate of the other elementary school meal program positions.

Dated at Prince George, British Columbia, this 20<sup>th</sup> day of June, 1995.

"Signed" by  
Trudy Normand

Signed on behalf of the Board  
of School Trustees of School  
District No. 57 (Prince George):

"Signed" by  
Jo-Anne Legree

"Signed" by  
David DeVore

Signed on behalf of the Canadian  
Union of Public Employees  
Local 3742:

"Signed" by  
Marilyn Hannah

"Signed" by  
M. MacAdam



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LETTER OF UNDERSTANDING  
BETWEEN  
SCHOOL DISTRICT NO. 57 (PRINCE GEORGE)  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3742

---

EMPLOYEE DESIGNATED PARKING

The Board shall designate an area for employee parking at no cost to the employee at each work site.

This letter of understanding shall remain in effect until it is modified or deleted by the parties.

Dated at Prince George, British Columbia ~~this 22<sup>nd</sup> day of~~ April, 1997.

Signed on behalf of the Board  
of School Trustees of School  
District No. 57 (Prince George):

“Signed” by  
Jo-Anne Legree

“Signed” by  
David DeVore

Signed on behalf of the Canadian  
Union of Public Employees  
Local 3742:

“Signed” by  
Chris Merrick

\_\_\_\_\_

LETTER OF UNDERSTANDING  
 BETWEEN  
 SCHOOL DISTRICT NO. 57 (PRINCE GEORGE)  
 AND  
 CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3742

RE: VANIER HALL

It is mutually agreed that the following functions which are in the jurisdiction of the Canadian Union of Public Employees, Local 3742, may be carried out at Vanier Hall as listed below:

Position	Hourly Rate	Position	Hourly Rate
Usher	Minimum Wage	Stagehand	Minimum Wage
Audio/Operator	Minimum Wage + \$.50	Light Operator	Minimum Wage +\$.50
Audio/Light Operator	Minimum Wage + \$.50		

If the above functions are carried out by students of School District No. 57 (Prince George) no payment of any kind to CUPE Local 3742 will be required nor will the students be covered by the provisions of the collective agreement between the parties. If the functions are, in the instance, performed by non-students, then those individuals will be required to join the union and a new rate negotiated.

It is also mutually agreed that the function of Stage Manager is required and will not be performed by students. It is agreed that the Stage Manager will be required to pay the equivalent of dues to CUPE Local 3742. The rate for the Stage Manager will be **as per the wage scale in the collective agreement.**

The use of students or Stage Manager shall not conflict with the duties of the custodians, nor are they to be used to replace the custodian.

This agreement is entered into by the Union to provide an opportunity for the students to gain skills, knowledge and experience in the work force and also the opportunity to earn wages to help further their education. This agreement shall not be considered as setting any precedents for further talks or negotiations.

The Union will be provided with a copy of the crew list of each individual who works on each occasion the hall uses staff under this agreement.

Dated at Prince George, British Columbia, this 30th day of June, 2006.

Signed on behalf of the Board of School Trustees of School District No. 57 (Prince George):  
 "Signed" by  
 Georgina Johnson  
 "Signed" by  
 Sharel Warrington

Signed on behalf of the Canadian Union of Public Employees Local 3742:  
 "Signed" by  
 Lorraine Prouse  
 "Signed" by  
 Kevin MConnachie

---

LETTER OF UNDERSTANDING  
BETWEEN  
SCHOOL DISTRICT NO. 57 (PRINCE GEORGE)  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3742

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ON JOB EVALUATION STUDY

In addition to the "Terms of Agreement to Devise and Implement a Pay Equity Plan", the parties agree to the following:

1. Except for the \$35,000 designated in Clause 5 and for the expenses referred to in Clause 6 of this Letter of Understanding, the Board will not provide additional funds beyond those provided specifically for this purpose by the provincial government to implement a pay equity plan;
2. By mutual consent, the school district and the Union may designate for the purpose of implementing a pay equity plan a portion of any general wage settlement reached through collective bargaining, provided the settlement is approved by the British Columbia Public Sector Employers' Association on the same basis as settlements that do not contain provisions for designating pay equity funds;
3. The study resolves all outstanding issues regarding job classification and compensation;
4. CUPE Local 3742 will not support grievances by individuals or groups based on changes in wages or classification as a result of the implementation of the proposal;
5. The District will reimburse, to a total sum not exceeding \$35,000, expenses incurred by CUPE for its work in conducting the job evaluation procedures and ratings. The reimbursement will be made in the usual way upon presentation of receipts or invoices to the Accounting Department and will cover the costs of travel, replacement and casual staff, materials and committee expenses for non-management staff required to complete the job evaluation and rating procedures, including costs associated with appeals.
6. The District will pay all costs associated with job description development and with the approval process after all appeals have been pursued to resolution.

Dated at Prince George, B.C. this 17<sup>th</sup> day of January, 1996.

Signed on behalf of the Board  
of School Trustees of School  
District No. 57 (Prince George):

"Signed" by

Jo - Anne Legree

"Signed" by

David DeVore

"Signed" by

Carol Brain

Signed on behalf of the Canadian  
Union of Public Employees  
Local 3742:

"Signed" by

Marilyn Hannah

"Signed" by

Lyn Boyes

LETTER OF UNDERSTANDING

---

BETWEEN  
SCHOOL DISTRICT NO. 57 (PRINCE GEORGE)  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3742

---

PRACTICUM PLACEMENT PARTNERSHIP AGREEMENT

The Partners to this Letter of Understanding agree that the provision of work experience for post-secondary students is in the best interest of the community as a whole and students in particular. The purpose of this Letter of Understanding is to set in place the framework within which practicum placements at the above mentioned work site shall operate.

The following terms and conditions must be met in order for a practicum placement to be acceptable:

TERMS OF REFERENCE:

1. For the purpose of this agreement, work experience placements are identified as follows:  
A practicum placement is designed to introduce students to specific work experiences and skills by placing the student in a working environment for a prescribed period of time in order that the student can experience first hand the demands of the workplace, jobs and skills he/she will face when entering the work force.

EMPLOYMENT ISSUES:

2. A practicum placement is not to be made when such placement will replace a regular, part-time, or casual worker who is on lay-off or whose job has been eliminated due to budget cuts or “downsizing”. Should a lay-off or any regular, part time or casual worker(s) occur during the placement, the educational supervisor will be notified and the placement will be terminated.
3. At no time will a student be placed in a workplace during an industrial relations dispute between the union and the employer. If an industrial relations dispute arises during a practicum placement, the educational supervisor will be notified and the student will be removed from the workplace until such time as the dispute is resolved.

SAFETY ISSUES:

4. Before a student is placed in a practicum placement s/he will be given general occupational health and workplace safety training.
5. On the first day of the practicum placement the student will be given a site specific occupational health and safety training orientation before any hands on tasks are performed.

6. It is the joint responsibility of the School District, the sponsoring educational institute and Union, to ensure that the student has all appropriate safety equipment needed for that work site as required by the Worker's Compensation Board.
7. It is the responsibility of the sponsoring educational institute to provide Worker's Compensation coverage for any student being placed in a practicum placement.
8. The student on a practicum placement must be supervised at all times by the worker(s) whose job s/he is learning. At no time will a student on a practicum placement be allowed to perform hands on work unsupervised by the worker whose job the student is learning.
9. The worker who is assigned to supervise a student on a practicum placement will be provided with adequate time to work with the student without penalty or threat of discipline.
10. Where the workplace being considered for a practicum placement operates on a two or three shift basis every effort will be made to place the student on the first (day) shift. In case of a workplace operating on a seven day rotation every effort will be made to place the student on the Monday to Friday rotation.
11. Students must be given instruction concerning the protection of confidentiality.
12. As required, meetings between the partnership Union, sponsoring educational institute and School District will be held to discuss the status practicum placements.
13. Upon completion of a Practicum Agreement between the sponsoring educational institute and the school district, on behalf of a student, the respective union will receive written notification of the intent to place a student on practicum. The union should notify the school district if they have concerns regarding a placement.

EXCEPTIONS:

14. All partners identified in this Letter of Understanding agree that the conditions identified for practicum placement will be adhered to and/or to others as may be agreed to by the partners:

Signed on behalf of the Board of  
School Trustees of School District  
No. 57 (Prince George):  
"Signed" by \_\_\_\_\_  
David DeVore

Signed on behalf of the Canadian  
Union of Public Employees Local 3742:  
"Signed" by  
Marilyn Hannah  
"Signed" by \_\_\_\_\_  
Lyn Boyes  
"Signed" by \_\_\_\_\_  
Chris Merrick

SIGNED THE: 21<sup>ST</sup> FEBRUARY,  
1996.

cc: Sponsoring Educational Institute  
Union Representative  
Work Site (if required)  
\_\_\_\_\_  
School District

---

LETTER OF UNDERSTANDING  
BETWEEN  
SCHOOL DISTRICT NO. 57 (PRINCE GEORGE)  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3742

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WORK EXPERIENCE PLACEMENT PARTNERSHIP AGREEMENT

The Partners to this Letter of Understanding agree that the provision of work experience for secondary school students is in the best interest of the community as a whole and students in particular. The purpose of this Letter of Understanding is to set in place the framework within which Work Experience placements at the above mentioned site shall operate.

The following terms and conditions must be met in order for a Work Experience placement to be acceptable:

TERMS OF REFERENCE:

1. For the purpose of this agreement, work experience placements are identified as follows:  
A Work Experience placement is designed to introduce students to specific work experiences and skills by placing the student in a working environment for a prescribed period of time in order that the student can experience first hand the demands of the workplace, jobs and skills s/he will face when entering the work force.

EMPLOYMENT ISSUES:

2. A Work Experience placement is not to be made when such placement will replace a regular, part-time, or casual worker who is on lay-off or whose job has been eliminated due to budget cuts or “downsizing”. Should a lay-off of any regular, part time or casual worker(s) occur during the placement, the educational supervisor will be notified and the placement will be terminated.
3. At no time will a student be placed in a workplace during an industrial relations dispute between the union and the employer. If an industrial relations dispute arises during a work experience placement, the educational supervisor will be notified and the student will be removed from the workplace until such time as the dispute is resolved.

#### SAFETY ISSUES:

4. Before a student is placed in a work experience placement s/he will be given general occupational health and workplace safety training.
5. On the first day of the work experience placement the student will be given a site specific occupational health and safety training orientation before any hands on tasks are performed.
6. It is the joint responsibility of the School District, Employer and Union to ensure that the student has all appropriate safety equipment needed for that work site as required by the Workers' Compensation Board.
7. It is the responsibility of the School District to provide Workers Compensation coverage for any student being placed in a Work Experience placement.

#### SUPERVISION ISSUES:

8. The student on a work experience placement must be supervised at all times by the worker(s) whose job s/he is learning. At no time will a student on a work experience placement be allowed to perform hands on work unsupervised by the worker whose job the student is learning.
9. The worker who is assigned to supervise a student on a work experience placement will be provided with adequate time to work with the student without penalty or threat of discipline.
10. Where the workplace being considered for a work experience placement operates on a two or three shift basis every effort will be made to place the student on the first (day) shift. In case of a workplace operating on a seven day rotation every effort will be made to place the student on the Monday to Friday rotation. Where these two criteria cannot be met the union must be notified in advance of any variation.
11. No student will be placed in a work area where confidentiality of records must be maintained. Where exclusion from such area is not possible students must be given instruction concerning the protection of confidentiality.
12. Regular meetings between the partnership Union, Employer and School District will be held to discuss the status of work experience placements.

#### NOTIFICATION OF INTENT TO PLACE A STUDENT:

13. Upon completion of a Work Study/Work Experience Programme Agreement between the employer and the school district, on behalf of a student, the respective union will receive written notification of the intent to place a student on work experience as well as a copy of the completed Work Study/Work Experience Programme Agreement. The union should notify the school district if they have concerns regarding a placement.

EXCEPTIONS:

14. All partners identified in this Letter of Understanding agree that the conditions identified for work experience placement will be adhered to and/or others as may be agreed to by the partners:

Signed on behalf of the  
Employers Representative

"Signed" by \_\_\_\_\_  
David DeVore

Signed on behalf of the Canadian  
Union of Public Employees  
Local 3742:

"Signed" by  
Marilyn Hannah

Signed on behalf of the Board  
of School Trustees of School  
District No. 57 (Prince George):

"Signed" by \_\_\_\_\_  
Bryan Mix

SIGNED THE: 12<sup>th</sup> JUNE, 1995.

cc: Employer  
Union Representative  
Work Site (if required)  
School District



## AGREEMENT TO DEVISE & IMPLEMENT A PAY EQUITY PLAN

CUPE Local 3742 and School District No. 57 (Prince George) today agreed to the “Terms of Agreement to Devise and Implement a Pay Equity Plan.” This agreement provides details for the agreement in principle reached September 22, 1995.

Signed on behalf of the Board  
of School Trustees of School  
District No. 57 (Prince George):

“Signed” by

Jo-Anne Legree

“Signed” by

Carol Brain 96.01.17

Signed on behalf of the Canadian  
Union of Public Employees  
Local 3742:

“Signed” by

Marilyn Hannah

“Signed” by

Lyn Boyes

96.01.17

# TERMS OF AGREEMENT

TO DEVISE AND IMPLEMENT A

PAY EQUITY PLAN

Between

SCHOOL DISTRICT NO. 57 (PRINCE GEORGE)

THE EMPLOYER

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 3742

Revised January 8, 1996

# TERMS OF AGREEMENT

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### ARTICLE 1 – PURPOSE – EQUAL PAY FOR WORK OF EQUAL VALUE

- a. To carry out a Joint Gender-Neutral Pay Equity Plan in accordance with the general objectives and principles set out in this agreement pertaining to a Joint

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Gender-Neutral Pay Equity Plan between School District No. 57 (Prince George) and its support staff.

- b. To jointly implement a single gender-neutral pay equity plan to achieve Equal Pay for Work of Equal Value for all support staff jobs within School District No. 57. The plan will include these four main factors:
- i. skill
  - ii. effort
  - iii. responsibility
  - iv. working conditions
- c. To remove any inequities in the existing pay plans by ensuring:
- i. The Joint Gender-Neutral Pay Equity Plan shall be concluded in full by August 31, 1996.
  - ii. The schedule of Pay Equity Plan increases will be effective from September 22, 1995.
- d. The money for this programme will be paid by the employer over and above normal wage increases negotiated in collective bargaining and no employee will have their wages reduced, and shall continue to receive all negotiated increases.

#### ARTICLE 2 – DEFINITIONS

The following definitions are to apply to the terms used herein and throughout the Pay Equity Plan:

Degree Level	The actual measurement levels within each subf actor.
Duty	Is made up of a number of tasks.
Factors	The four major criteria used to measure jobs are skill, effort, responsibility and working conditions. Each factor deals with an important compensatory job characteristic, which is present to some degree in, and which contributes to the worth of, all jobs being covered by the job evaluation plan.
Green-Circled Rate	The wage rate that is lower than the newly established wage rate.
Incumbent	An employee who has been appointed to a job.
Job A	A group of duties or range of duties or tasks and responsibilities assigned to and performed by the incumbent(s).

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Job Analysis	The process of determining and recording the tasks and duties of a job and the required skill, effort, responsibility, and working conditions involved in the performance of that job, through the use of questionnaires, interviews and work-site observation.
Job Analysis Questionnaire	The instrument used to collect and record job data and forms part of the job documents.
Job Description	The written description of a job which includes a summary and the major duties/responsibilities listed in order of importance.
Job Evaluation	A process which measures the value of jobs in relation to each other, this value is expressed in points.
Job Evaluation Plan	The plan contains the guidelines and degree levels for each subfactor used for evaluating a job.
Pay Rate	A designated salary range within the salary scheduled including steps, if any.
Points	The numerical expression assigned to each degree within each subfactor.
Rating	The process of relating the facts contained in the job documents to the job evaluation plan and selecting the factor degree levels judged to be appropriate.
Rating Sheet	Records the facts and rationale for the degree levels assigned to each subfactor for each job.
Red-Circled Rate	The wage rate that is higher than the newly established wage rate.
Salary Schedule	A listing of job titles, point bandings and pay rates.
Sore-Thumbing	The process of making an objective comparison of a rating decision made by the committee to previous rating decisions of similar and/or related positions. Comparisons, may be performed by a factor-by-factor basis or on a total point basis.
Steps	One of a series of fixed rates on a salary range.
Subf actors	Components of the four major factors.
Total Points	The sum of all points allotted for each job for all factors determined in accordance with the job evaluation plan.

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### ARTICLE 3 – THE JOINT PAY EQUITY COMMITTEE (J.P.E.C.)

- 3.1 The Joint Pay Equity Committee shall have equal representation and participation from the parties, consisting of three (3) representatives from the employer, and three (3) representatives from the local union.
- 3.2 Each party may appoint alternate representatives to serve as replacements for absent members. Alternate members shall have the right to vote only when replacing a regular Committee member who is absent.
- 3.3 The Employer will support C.U.P.E.'s field work through the publication and distribution of materials, release and other expenses incurred under this agreement.
- 3.4 The Union Committee members and any alternates appointed by the Union shall be granted leave of absence with pay and without loss of seniority for periods of time spent working on the Committee. These members shall continue to have all rights and privileges of the collective agreement including access to the grievance procedure, promotional opportunities and salary increments to which the employee would normally be entitled, including any increase that may occur as a result of an evaluation of their present position.
- 3.5 Union Committee members shall normally be replaced in their regular jobs for such time as they are working on the J.P.E.C. Such replacements will have all the rights and privileges of the collective agreement.
- 3.6 Routine business decisions of the Committee shall be made by a simple majority. Final job rating decisions shall require a unanimous decision of the full Committee and shall be final and binding on the parties, subject to the reconsideration procedure set out in Article 6.4.
- 3.7 Either party to the agreement may engage advisors to assist its representatives on the J.P.E.C. Any such advisor shall be entitled to voice but not to vote and shall not be considered to be a member of the Committee.

### ARTICLE 4 – MANDATE OF THE J.P.E.C.

The J.P.E.C. shall implement and maintain the CUPE Gender-Neutral Pay Equity Plan by:

- a. Evaluation all the jobs using the job evaluation plan;
- b. Recommending to the parties changes to the job evaluation plan, its procedures or methods, as may be deemed necessary.
- c. They will record the results and rationale on the rating sheet and complete the Advice of Rating Form. Copies of the Advice of Rating Form and job description will be provided to the J.P.E.C., incumbent(s), supervisor and the union.

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ARTICLE 5 – JOB ANALYSIS PROCEDURES AND RATINGS FOR NEW AND/OR CHANGED JOBS

5.1 The following general procedure shall be used to rate jobs:

- (a) Step 1  
A Job Analysis Questionnaire shall be completed by the incumbent(s) and the supervisor. The completed questionnaire shall be submitted to the Union Pay Equity Committee along with the copy of the current job description. The questionnaire should detail any changes to the job resulting from new or changed circumstances.
- (b) Step 2  
Where further information is required, interviews may be held with the incumbent(s) and/or the supervisor. Amendments may be made to the proposed job description, as deemed necessary by the J.P.E.C., from the response of the incumbent(s) and the supervisor. After any amendments, the job descriptions will be finalized.
- (c) Step 3  
The job shall now be rated, based on the job description, information obtained from the completed questionnaire, interviews with the incumbent(s) and/or supervisor and, if required, visits to the work site. The job evaluation plan evaluates the skill, effort, responsibility, and working conditions involved in the job. Each of these factors is subdivided into subfactors which provide a standard against which each job is rated to determine its relative worth.
- (d) Step 4  
When the J.P.E.C. has completed the rating of all jobs, it will provide the supervisor and the incumbent(s) with a copy of the job description and Advice of Rating Form (Appendix A)

5.2 In the application of the job evaluation plan, the following general rules shall apply:

- (a) It is the content of the job, and not the performance of the incumbent(s), that is being rated;
- (b) Jobs are evaluated without regard to existing wage rates;
- (c) Jobs are placed at the appropriate degree level in each subfactor by comparing the specific requirements of the job to the subfactor definition, and the description of each degree level;
- (d) The job analysis and rating of each job shall be relative to and consistent with the job descriptions and ratings of all other jobs rated under the plan;
- (e) No interpolation of subfactor degrees (i.e. mid-points) is permitted;
- (f) The factors and subfactors must have an impact on all jobs being rated;

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- (g) Rating decisions shall include a sore-thumbing process to ensure consistency in committee decisions;
  - (h) A Committee member shall be excused from rating their own job, the position of a direct subordinate, or any position where the rating of that job may place them in a conflict on interest situation.

## ARTICLE 6 – MAINTAINING THE JOB EVALUATION PROGRAMME

6.1 It is important that each party maintain accurate job descriptions and job ratings on an ongoing basis. Failure to do so will serve to damage the integrity of the programme. It is the intention of the parties to periodically review jobs upon request. After completion of the initial review, every three (3) years the committee shall decide whether or not a comprehensive review is needed for any or all of the jobs. The initial review shall commence following the complete implementation of the Joint Pay Equity Plan (varies between one (1) to four (4) years depending on the size of the programme).

### 6.2 Job Evaluation Procedures for Changed Jobs

Whenever the employer changes the duties and responsibilities of a job or the incumbent(s)/union feel that the duties and responsibilities of a job have been changed, or that the job description does not reflect the duties and responsibilities of the job, the following procedure shall be followed:

- (a) The incumbent(s)/union or the supervisor/employer may request a job evaluation review by completing and submitting a Job Evaluation Reconsideration Form (Appendix B);
- (b) Upon receipt of a completed Job Evaluation Reconsideration Form, the J.J.E.C. shall proceed to gather accurate, up-to-date information on the job in accordance with Articles 5 and 6. The gathering of information shall involve requesting the incumbent(s) and supervisor to complete an up-to-date job analysis questionnaire. Where further information is required, interviews shall be held with incumbent(s) and/or supervisors and/or visits to the job site. Based on this information, the Committee shall update the job description as necessary.
- (c) Where the job description has been changed, the Committee shall meet to rate each subfactor of the job, and to establish a new rating for the job and advise the incumbent(s) and/or supervisor of its decision (Appendix A).  
The rating of the job shall determine the pay rate for the job.



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### 6.3 Job Evaluation Procedures for New Jobs

Whenever the employer wishes to establish a new job, the following procedures shall apply:

- (a) The employer shall prepare a draft job description for the job;
- (b) The J.J.E.C. shall meet and establish a temporary pay rate for the job, based on the draft job description;
- (c) The job shall be posted and any person appointed to the job shall be paid the temporary pay rate;
- (d) After six (6) months from the appointment of an incumbent to the job, the incumbent(s) and the supervisor shall complete a Job Analysis Questionnaire, which shall be submitted, along with an updated job description, to the J.J.E.C. The Committee shall develop a job description and rate the job according to the procedure set out in Article 5. The pay rate shall be paid to each incumbent effective the date of his/her appointment to the job. In the event that the pay rate of the job decreases as the result of this six-month re-examination of the job, the incumbent shall receive full red-circling protection for the duration of his or her tenure in the job.

- 6.4 In accordance with Articles 5.1(d), 6.2 and 6.3, either the incumbent(s) or the supervisor may request reconsideration of the job description and/or the job rating by completing and submitting a Job Evaluation Reconsideration Form (Appendix B), stating the reason(s) for disagreeing with the job description and/or the rating of the job. Any such request shall be submitted within thirty (30) days of receipt of the Advice of Rating Form (Appendix A). Both the incumbent(s) and the supervisor shall be permitted to make a presentation to the Committee. The J.P.E.C. shall consider the request and make a decision which shall be considered final and binding upon the parties and all employees affected. The Committee shall inform both the incumbent(s) and the supervisor of its decision using the Review Decision Form (Appendix C).

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## ARTICLE 7 – SETTLEMENT OF DISAGREEMENTS

7.1 In the event the J.J.E.C. is unable to reach agreement on any matter relating to the interpretation, application or administration of the job evaluation programme, the Committee shall request, with ten (10) working days, that each party designate an advisor to meet with the Committee. The two (2) advisors shall meet with the Committee and attempt to assist in reaching a decision.

If, after meeting with the two (2) advisors appointed pursuant to Article 7.1, the Committee remains unable to agree upon the matter in dispute, the Committee shall advise, in writing, the union and the employer of this fact, within fifteen (15) working days.

7.2

(a) Either party may, by written notice to the other party, make application to the Associate Chair, Labour Relations Board, to appoint a mediator to attempt to resolve the dispute.

If after meeting with the mediator, the Committee remains unable to agree upon the matter in dispute, the Committee shall advise, in writing, the union and the employer of this fact, within fifteen (15) working days.

(b) If there is no resolve under the terms of 7.2 (a), then either party may, by written notice to the other party, refer the dispute to a single arbitrator who shall be selected by agreement of the parties. If the parties are unable to agree, either party may request the Minister of Labour to appoint an arbitrator.

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

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

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

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

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ARTICLE 8 – APPLYING THE RATING TO THE SALARY RANGES

8.1 Job ratings serve to:

- (a) Provide the basis upon which wage rate relationships between jobs are established;
- (b) Measure changes in job content;
- (c) Assign jobs into their proper pay rate.

8.2 No incumbent will have their wages reduced following the re-evaluation of their job and the establishment of a new wage structure.

ARTICLE 9 – CONCLUSION AND IMPLEMENTATION

9.1 The J.P.E.C. shall report its recommendations to the parties for ratification.

9.2 These Terms of Agreement, including all appendices, the Gender-Neutral Job Evaluation Plan, job descriptions and any other documents, as agreed to by the J.P.E.C., shall be deemed to be included in the collective agreement, effective the date of signing of these Terms of Agreement.

Signed on behalf of the Board  
of School Trustees of School  
District No. 57 (Prince George):

“Signed” by \_\_\_\_\_

Jo-Anne Legree

“Signed” by \_\_\_\_\_

David DeVore

Date: February 28, 1996

Signed on behalf of the Canadian  
Union of Public Employees  
Local 3742:

“Signed” by \_\_\_\_\_

Marilyn Hannah

“Signed” by \_\_\_\_\_

Lyn Boyes

Date: February 28, 1996

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LETTER OF UNDERSTANDING  
BETWEEN  
SCHOOL DISTRICT NO. 57 (PRINCE GEORGE)  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3742

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PROCESS NOTES – SECONDARY SENIORITY

The new secondary seniority system shall be implemented, effective January 1, 2001.

For the purpose of initiating a new seniority list as of September 1, 2000, for employees that currently do not have casual seniority, the following process will apply:  
Total number of casual hours worked within the last 24 months by each casual employee divided by 6. If this calculation totals 80 shifts, secondary seniority shall apply to this employee.

Fixed Date: When the retro calculation (above) is completed, the secondary seniority dates are established in order of most shifts to least shifts. This will avoid coincidental dates, with date of hire splitting a tie.

DATED at Prince George, British Columbia, this 8<sup>th</sup> day of November, 2000.

Signed on behalf of the Board  
of School Trustees of School  
District No. 57 (Prince George):

“Signed” by  
Georgina Johnson

Signed on behalf of the Canadian  
Union of Public Employees  
Local 3742:

“Signed” by  
Marilyn Hannah

---

LETTER OF UNDERSTANDING  
BETWEEN  
SCHOOL DISTRICT NO. 57 (PRINCE GEORGE)  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3742

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The parties to this letter agree, on a trial basis, to implement the contents of this letter in conjunction with (a) below. The trial shall be for a two (2) year period commencing April 5, 2000.

Expedited Arbitration

- a) The parties shall determine by mutual agreement those grievances suitable for expedited arbitration.
- b) Those grievances agreed to be suitable for expedited arbitration shall be scheduled within one (1) month.
- c) The location of the hearings is to be agreed by the parties.
- d) All presentations are to be short and concise, and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- e) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.
- f) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- g) The decision of the arbitrator shall be completed and mailed to the parties within ten (10) working days of the hearing.
- h) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- i) The expedited arbitrator who shall act as sole arbitrator shall be agreed to, in writing, by the parties. If the parties are unable to agree the matter shall be referred to the Arbitration Bureau who shall appoint the Arbitrator.
- j) The expedited arbitrator shall have the same powers and authority as an arbitrator established under the B.C. Labour Relations Code.
- k) The decision of the arbitrator shall be final and binding on the parties.
- l) All decisions of the arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential

value and shall not be referred to by either party in any subsequent proceeding.

- m) The parties agree that there shall be no use of lawyers in these hearings. The Union shall be required to use its local National Representative or local Union Officers, the Employer shall be required to use its Human Resources Staff as presenters.

Agreed March 30, 2000 @ 6:00 p.m.

Signed on behalf of the Board  
of School Trustees of School  
District No. 57 (Prince George):

“Signed” by  
Georgina Johnson

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Signed on behalf of the Canadian  
Union of Public Employees  
Local 3742:

“Signed” by  
Bernie Schneider

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**LETTER OF UNDERSTANDING  
BETWEEN  
SCHOOL DISTRICT NO. 57 (PRINCE GEORGE)  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3742**

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**TA 3 WORKING COMMITTEE**

The parties agree to establish a working committee to deal with issues relating to staffing during the school year for TA3s. The committee will identify and establish guidelines for TA3s to deal with continuity issues that may give rise in the district. This letter is intended to deal with **Article 23.03** and Letter of Understanding – Teacher Assistant Designation.

The committees will be comprised of three members of CUPE 3742 and three members from School District No. 57 Prince George.

It is agreed to and understood that if the committee is unable to find mutual resolution to the matter listed above that #3 of the Letter of Understanding – Teacher Assistant Designation shall be void and the Teacher Assistant 3 shall move with the child.

Signed at Prince George, BC this 4<sup>th</sup> day of May, 2006.

Signed on behalf of the Board  
of School Trustees of School  
District No. 57 (Prince George):

“Signed” by  
Georgina Johnson

“Signed” by  
Sharel Warrington  
Signed on behalf of the Canadian

Union of Public Employees  
Local 3742:

“Signed” by  
Lorraine Prouse

“Signed” by  
Kevin McConnachie

---

**LETTER OF UNDERSTANDING  
BETWEEN  
SCHOOL DISTRICT NO. 57 (PRINCE GEORGE)  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3742**

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**ADDENDUM OF RECALL TO PREVIOUS POSITION**

In order to ensure that during layoff periods the most senior, qualified employees continue working, the parties agree to the renewal of the May 10, 2005 letter of understanding under the similar terms expressed below:

2. The parties will suspend the use of **Article 23.04 (f)** of the Collective Agreement for the term of the Collective Agreement that is effective July 1, 2006 and any bridging as per the Labour Relations Code.
3. The parties will suspend the use of the Letter of Understanding – Recall to Previous Position, for the term of the Collective Agreement that is effective July 1, 2006 and any bridging as per the Labour Relations Code.
4. Where vacancies occur, as per 1 and 2 above the Employer agrees to post and fill the vacancies in accordance with the Collective Agreement.

The parties agree to review the effect of this agreement during the next round of bargaining.

Signed at Prince George, BC this 4<sup>th</sup> day of May, 2006.

Signed on behalf of the Board  
of School Trustees of School  
District No. 57 (Prince George):

“Signed” by  
Georgina Johnson

“Signed” by  
Sharel Warrington  
Signed on behalf of the Canadian

Union of Public Employees  
Local 3742:

“Signed” by  
Lorraine Prouse

“Signed” by  
Kevin McConnachie