

**COLLECTIVE AGREEMENT**

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

**BETWEEN**

**SCHOOL DISTRICT NO. 59 (PEACE RIVER SOUTH)**

**AND**

**TEAMSTERS LOCAL UNION NO. 31**

## TABLE OF CONTENTS

ARTICLE 1 - PURPOSE .....	1
ARTICLE II - UNION RECOGNITION .....	1
ARTICLE III - BOARD RECOGNITION.....	1
ARTICLE IV - UNION SECURITY .....	1
Section 1 - Contracting Out .....	1
Section 2 - Union Membership.....	2
Section 3 - Discrimination .....	2
Section 4 - Union Representation .....	2
Section 5 - Union Management Meetings .....	2
ARTICLE V - SENIORITY .....	3
Section 1 - Laid-off Employees .....	3
Section 2 - Probationary Employees.....	3
Section 3 - Seniority Lists.....	3
Section 4 - Vacancies.....	4
Section 5 - Seniority During Lay-offs .....	7
Section 6 - Regular Employees.....	8
Section 7 - Service Severance Pay.....	8
ARTICLE VI - HOURS OF WORK.....	8
Section 1 - Regular Full-time Employee .....	8
Section 2 - Regular Part-time Employee .....	9
Section 3 - Casual Employee .....	9
Section 4 - Days of Rest.....	9
Section 5 - Work Schedules.....	9
Section 6 - Overtime Pay .....	10
Section 7 - Regular Part-time Bus Drivers .....	11
Section 8 - Casual Bus Drivers .....	11
Section 9 - Overtime .....	11
ARTICLE VII - RATES OF PAY AND PAY PERIOD .....	12
Section 1 - Rates of Pay .....	12
Section 2 - Pay Dates .....	12
Section 3 - Accrued Benefits .....	12
Section 4 - Retro Pay.....	11
ARTICLE VIII - ANNUAL VACATION .....	12
Section 1 - Definitions .....	12
Section 2 - Entitlements .....	13
ARTICLE IX - LEAVE OF ABSENCE .....	13
Section 1 - Sick Leave .....	13
Section 2 - Bereavement and Funeral .....	15
Section 3 - Jury Duty .....	17
Section 4 - Birth or Adoption of Child .....	17
Section 5 - Maternity/Paternity/Adoption Leave.....	17
Section 6 - Workers' Compensation .....	17
Section 7 - Special Leave.....	17
Section 8 - General.....	18

Section 9 - Severance Pay .....	18
ARTICLE X - GENERAL HOLIDAYS .....	18
Section 1 - General Holidays .....	18
Section 2 - General Holiday During Vacation or Weekend.....	19
ARTICLE XI - DISCIPLINE.....	19
ARTICLE XII - DISCHARGE OF EMPLOYEES .....	19
ARTICLE XIII - GRIEVANCE PROCEDURE .....	21
ARTICLE XIV - HEALTH & WELFARE BENEFITS.....	22
A. GROUP INSURANCE .....	22
B. MEDICAL AND EXTENDED HEALTH COVERAGE .....	22
C. NON-OCCUPATIONAL INDEMNITY .....	22
Section 1 - Weekly Indemnity Plan .....	22
Section 2 - Long Term Disability Plan .....	22
Section 3 - Premiums for Weekly Indemnity & Long Term Disability Plans .....	22
Section 4 - Employee Status .....	22
Section 5 - Eligibility for Coverage .....	22
Section 6 - Commencement of Benefits .....	22
D. DENTAL PLAN .....	23
E. CONTRIBUTIONS.....	23
ARTICLE XV - GENERAL PROVISIONS .....	23
Section 1 - Union Business .....	23
Section 2 - No Other Agreement.....	23
Section 3 - Uniforms.....	23
Section 4 - Shop Steward.....	24
Section 5 - Travel Allowance.....	24
Section 6 - New Classifications .....	24
Section 7 - Medical Examination.....	24
Section 8 - Bus Cleanliness.....	24
Section 9 - Coveralls.....	24
Section 10 - Upgrading Courses .....	24
ARTICLE XVI - DURATION OF CONTRACT.....	25
Section 1 - Term of Agreement.....	25
Section 2 - Expiry of Agreement .....	25
Section 3 - Labour Relations Code .....	25
APPENDIX "A".....	26
Section 1 - Rates of Pay .....	26
Section 2 - Allowances .....	27
Section 3 - Long Service Pay .....	27
Section 4 - Special Provisions for Custodians .....	24
Section 5 - Special Provisions for Drivers and Mechanics.....	29
APPENDIX "B" .....	31
Section 1 - Advancement Fund.....	31
LETTER OF UNDERSTANDING #1.....	28
Driver Training Instructors .....	28
LETTER OF UNDERSTANDING #2 .....	29
Casual Roster – Mechanic Shop – Bus Garage .....	29
LETTER OF UNDERSTANDING #3.....	30
Layoff Process .....	30

LETTER OF UNDERSTANDING #4.....32  
    Posting/Filling/Assuming a position - Custodial.....32  
LETTER OF UNDERSTANDING #5.....33  
    Apprenticeships.....33  
LETTER OF UNDERSTANDING #6.....34  
    Red Circling Employees for Travel Allowance. ....34

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

(hereinafter called the Board)

## **OF THE FIRST PART**

AND: TEAMSTERS LOCAL UNION NO. 31

(hereinafter called the Union)

## **OF THE SECOND PART**

### **IT IS MUTUALLY AGREED:**

#### **ARTICLE 1 - PURPOSE**

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

#### **ARTICLE II - UNION RECOGNITION**

The Board recognizes the Union as the sole collective bargaining agent for all those employees covered by this Agreement, as classified in Appendix "A", and employed with School District #59 (Peace River South).

#### **ARTICLE III - BOARD RECOGNITION**

Except as otherwise provided in this Agreement, the management of the work force and of the methods of operation is vested exclusively in the Board.

Subject to the grievance procedures the Union recognizes the right of the School Board to operate and manage the business of the School District in all respects, in accordance with its commitments and responsibilities, and to alter from time to time, as the necessity arises, rules and regulations to be observed by the employees. Such rules and regulations shall not be inconsistent with the provisions of this Agreement, and shall be communicated to the Union in writing, as will amendments thereto. The selection of the supervisory staff excluded from the bargaining unit, shall be entirely a matter for the Board's decision.

#### **ARTICLE IV - UNION SECURITY**

##### **Section 1 - Contracting Out**

No employees will be terminated, laid-off, or have their regularly scheduled work day or regularly scheduled work week reduced as a result of contracting out work presently performed by them.

## **Section 2 - Union Membership**

- a) All employees covered by this Agreement who are now members of the Union shall, as a condition of continued employment, maintain such membership throughout the term of this Agreement.
- b) Each new employee taken into regular employment by the Board, working under the conditions of this Collective Agreement, shall be required to join the Union on the day he is so hired.
- c) Casual employees working twenty (20) hours in any one calendar month shall be required to pay a service fee equal to one month's Union dues, for the month in which they are employed.
- d) Each new employee when hired by the Board will be informed of the foregoing provision. A copy of the Authorization or Application Card will be enclosed for completion by the employee. The Board will institute Union deductions for transmission to the Union accordingly.

## **Section 3 - Discrimination**

No employee shall be discharged or discriminated against for upholding the Union principles; no employee who serves on a committee shall lose his position, nor be discriminated against for that reason.

## **Section 4 - Union Representation**

The employer shall allow a maximum of three (3) days time off with pay to any employee who is serving on a Union committee or as a Union delegate, providing:

- a) All requests for time off shall be made by the Union representative, three (3) days prior to the day or days off required.
- b) All requests for time off are reasonable and do not interfere with proper operation of the business.
- c) In addition to the above the Board may grant a maximum of ten (10) days per annum leave of absence with pay to an employee for the purpose of serving on a union/employer negotiating committee. Members representing other employees on the Negotiating Committee will not be required to work on days they are involved in negotiations.

## **Section 5 - Union Management Meetings**

A union/management committee shall be established with not more than four union and four management seats. Each party shall name a co-chair.

This committee shall have the responsibility of recommending procedures to management and/or the union. It shall also meet no less than once every four months to discuss matters of common interest.

## **ARTICLE V - SENIORITY**

### **Section 1 - Laid-off Employees**

The Board recognizes the principle of seniority, ability and qualifications in each classification. In the event of a layoff in a classification due to a reduction of service, the most junior person in a classification shall be the first laid off.

Laid-off employees, providing they are qualified, shall be allowed to bump the most junior employee in another classification.

In the event the current position of an employee is eliminated due to a school closure or other reduction of service and where there is no overall reduction in staff the displaced employee or employees shall have the following options:

- a) To exercise seniority rights within the same classification, or
- b) Having exhausted seniority rights within the same classification to exercise seniority in another classification for which the necessary qualifications are held or
- c) If unable to exercise seniority elsewhere, revert to a position on the casual roster.
- d) Rural school bus drivers that do not come to Dawson Creek on their regular bus run, would be able to bump the junior driver in their geographical area providing there is little or no extra cost to the School District. The bumped driver would then be able to bump the Junior Driver at the Bus Garage.

### **Section 2 - Probationary Employees**

- a) All newly hired employees shall be considered as probationary employees for the first forty (40) days worked. There shall be no responsibility on the part of the Board respecting employment of probationary employees, shall they be laid off for lack of work or discharged during the probationary period.
- b) Upon completion of forty (40) days worked, such employee shall be entitled to all rights and privileges of this agreement and the seniority shall then be calculated from the first day of hire into regular employment.

### **Section 3 - Seniority Lists**

- a) A list of employees arranged in the order of their seniority shall be posted on the bulletin boards. Each seniority list shall show the date of first hire and date of assignment to their present classification. Seniority lists shall be provided upon request by the union, or shop steward. There shall be two separate seniority lists, one for transportation and one for custodial.

- b) A separate list of casual employees shall be maintained in each department showing date of hire into their classification, and the number of days worked during the previous six (6) months. A copy is to be forwarded monthly to Shop Stewards.

For the purpose of defining a break in employment of casual employees the following conditions will be cause for employees to be removed from the seniority list:

- i) Resignation or termination for proper cause.
  - ii) No work performed during the previous six month period.
  - iii) Lack of availability for, or refusal to work on three (3) separate occasions within one (1) year unless due to a bona fide reason.
- c) Copies of the seniority list referred to in Section 3 shall be forwarded to the Union office in Prince George within fifteen (15) days of being revised as per Section 3(a).
- d) Casual employees on the seniority list will be given first opportunity to work prior to students being hired.

Students hired on a casual basis shall not be placed on the seniority list for casuals; and shall not deprive any regular employee or casual employee on the seniority list.

#### **Section 4 - Vacancies**

a) **Regular Vacancies**

- i) All regular vacancies and newly approved positions shall be posted for bid on the employees' bulletin board for a period of five (5) working days within two (2) working days of vacancy occurring. All postings shall be circulated to employees in their classifications which do not normally report in.
- ii) In filling such vacancies applications from present employees, including part-time employees, will be given first consideration, and selections shall be made on the basis of seniority.

**Leadhand** selection will be made on the basis of seniority and qualifications. When qualifications are equal the candidate with the greatest seniority will be given preference. Only permanent positions will be posted outlining duties required. In the event of a reduction, super seniority will not be recognized.

- iii) In rural areas the above provision shall apply to present employees applying for the vacancy in that area.
- iv) Any employee absent by reason of vacation will have the opportunity to bid on any positions posted during his/her absence provided the employee initiates the action.



Prior to leaving on vacation the employee may file a statement of preference indicating his/her desire to bid on a position(s) posted while he/she is on vacation.

If being chosen the successful applicant, the employee will assume the new position upon his/her return from vacation.

- v) In the event none of the above employees apply for said vacancies, casual employees who have worked twenty days (20) in the six month period prior to the closing date shall be given an opportunity to qualify according to their position on the roster, providing they are suitable and have the qualifications and ability to do the job. Where seniority dates are equal, the higher number of days worked in the six (6) months prior to the closing date shall establish the designate for the vacancy.
- vi) Should the Board decide a casual employee is not suitable for the position, he shall be notified in writing of the reason why, with a copy to the Union.
- vii) Appointments shall be made within two (2) working days of the closing date of the posting.
- viii) Casual employees accepted into regular employment shall have their names placed on the bottom of the regular employees' seniority list in accordance with Section 2 of this Article and shall be required to join the union forthwith.

**b) Temporary Vacancies**

- i) In the event that a temporary vacancy is created by a regular employee due to illness, accident, leave of absence or the grievance procedure being invoked, and the position has been vacant for twenty (20) working days or is forecasted to be vacant for twenty (20) working days or more, the vacancy shall be posted as a "temporary vacancy" immediately.

Temporary vacancies during the summer break period shall not be posted. Any position not posted which extends outside the summer school break period twenty (20) working days or more shall be posted on the first day of school resuming in September.

- ii) Temporary vacancies shall be posted for a period of not less than three (3) working days.
- iii) Temporary vacancies shall be circulated to all employees in the appropriate department.
- iv) Appointments into temporary vacancies shall be made on the first working day following the last day of the posting period.

v) All employees filling such temporary vacancies shall be required to remain on the temporary vacancy for the entire duration of the temporary vacancy, except in the case of a permanent position posting. The successful applicant shall assume and work the posted position immediately. When the regular employee holding the bid position returns to work;

(a) the regular employee that held the temporary vacancy shall be able to bump a junior employee that holds a temporary vacancy or he shall return to his bid regular position. A regular employee that is bumped from a temporary vacancy shall be able to bump a junior employee that held another temporary vacancy or he shall return to his regular bid position. The bumping process for temporary vacancies shall continue until the most junior regular employee returns to his bid position. Notice of a bump will be made by the senior employee at the time that the senior employee is notified of the termination of the temporary vacancy by the school district.

(b) The casual employee that held the temporary vacancy shall be returned to the casual roster. If the regular employee returns to work and is unable to fulfill his duties for five (5) consecutive shifts, the position will revert back to the previous temporary employee.

In the event a regular employee holding a temporary vacancy is away, or is scheduled to be away for more than twenty working days; the temporary vacancy shall be posted. When an employee is able to return to work the employee shall assume the temporary posting held prior to being off work, and all affected employees shall revert to their previously held positions.

vi) Casual employees filling such temporary vacancies shall:

- be considered as probationary employees for the first forty (40) days worked.
- be entitled to accumulate sick leave in accordance with Article IX, Section 1.
- be entitled to bereavement and funeral leave in accordance with Article IX, Section 2.
- be entitled to be reimbursed for jury duty in accordance with Article IX, Section 3.
- ~~be required to join the union.~~
- revert to their former position upon expiration of vacancy. In this case, accumulated sick leave credits shall be retained for the same periods set out in Article V for the retention of seniority.
- be entitled to payment of Non-instructional Days after completion of the forty (40) day probationary period.
- employees will be entitled to \$ .50 per hour in lieu of Health and Welfare Benefits.

vii) Should a temporary vacancy develop into a regular vacancy:

- it shall be posted in accordance with Section 4(a).

a) For School Bus Drivers and Shop Employees:

A casual employee holding that temporary position who has successfully completed the probationary period (thus having joined the Union) will be given preference over all other casuals when awarding the appointment.

b) For Custodial Employees:

if a temporary vacancy becomes a permanent vacancy, the position shall be posted with the most senior casual bidding the position being awarded the position if no regular employee bids the position.

- viii) Should a casual employee holding the temporary appointment who has successfully completed the probationary period be awarded the regular position, the employee shall
- have the date of hire shown as the date of appointment to the temporary position.
  - not be required to complete a further period of probation.
  - be entitled to retain accumulated sick leave credits.

c) **Regular Employee Unable to Return to Work**

- i) In the event that the regular employee is unable to return to work due to accident or illness following the exhaustion of all sick leave credits and Health & Welfare benefits, said vacancy shall be posted for bid in accordance with Section 4(a) above.
- ii) In the event the Board becomes aware that a regular employee is unlikely to be able to return to work due to accident or illness, the Board may post the vacancy for bid in accordance with Section 4(a) above.

d) **Posting Definition**

All postings shall be District wide by seniority. Postings must show name of school, last incumbents name; number of hours; start and finish times. All jobs must be posted for bid.

**Section 5 - Seniority During Lay-offs**

It is agreed between the parties that seniority during lay-offs shall be retained on the following basis:

- a) Employees with less than one (1) year's service shall retain their seniority for a period of six (6) months from the last day worked for the School District on a regular assignment.
- b) Employees with one or more year's service shall retain their seniority for one (1) year from the last day worked for the School District on a regular assignment.

- c) Regular employees that revert to the casual roster shall be offered all work in seniority order daily.

It shall be the employee's responsibility to notify his employer in writing of any change of address.

**Section 6 - Regular Employees**

All employees hired into jobs defined by the salary schedule attached to this contract shall be regarded as regular employees upon completion of the required probationary period.

**Section 7 - Service Severance Pay**

A regular employee who has received written notice of lay-off shall, within five (5) calendar days, elect to:

- exercise his seniority rights for bumping purposes; or
- accept lay-off.

If the employee accepts lay-off, he shall, within thirty(30) calendar days from the effective date of lay-off, elect to:

- either retain seniority rights of lay-off and recall; or
- accept severance pay.

Entitlement to, and severance pay for each regular employee will be as follows:

- Three (3) days pay for each calendar year of service up to and including five (5) calendar years of service; or
- For service exceeding five (5) calendar years, five (5) days pay for each calendar year of service to a maximum of ninety (90) days pay.

Service Entitlement		Service Entitlement	
(Calendar Yrs.)	(Days Pay)	(Calendar Yrs.)	(Days Pay)
After 1 Year	3 Days	After 6 Years	30 Days
After 2 Years	6 Days	After 7 Years	35 Days
After 3 Years	9 Days	After 8 Years	40 Days
After 4 Years	12 Days	After 9 years	45 Days
After 5 Years	15 Days	After 18 Years	90 Days

Part-time service shall be calculated on a pro-rata basis. Salary upon which severance pay is calculated shall be based on the employee's salary at the effective date of his or her termination.

**ARTICLE VI - HOURS OF WORK**

**Section 1 - Regular Full-time Employee**

Shall be defined as one who has satisfactorily completed the probationary period of employment and their regular work day shall consist of eight (8) hours work a day, and their regular work week shall consist of five (5) consecutive days of eight (8) hours per day, forty (40) hours per week, exclusive of overtime.

**Section 2 -Regular Part-time Employee**

Shall be defined as one who has satisfactorily completed the probationary period of employment, and their regular work day shall be less than eight (8) hours a day but not less than four (4) hours per day, the work shall consist of five (5) consecutive days of work per week. Seniority shall be the determining factor in the allocation of work providing the employee is qualified.

Regular part-time custodians shall be offered shifts of eight (8) hours per day daily in their geographical area prior to the eight (8) hour shift being offered to a casual employee. If the regular part-time custodian accepts the eight (8) hour shift the regular part-time employees shift of less than eight (8) hours will be offered to casual employees. This provision will be followed daily provided the absence is known 2 hours prior to the shift starting time. An absence which occurs within the 2 hour period will be manually dispatched by rotation for the first day of the absence. Regular part-time employees shall be required to submit a letter to the School District advising that they wish to be called for extra work on a daily basis. If the employee decides that he does not want to be called for extra work, he shall be required to notify the School District in writing.

A regular part-time employee shall be offered all work at their bid school prior to the work being offered to casuals or other part-time employees at a different school (extension of their shift).

During school break periods (summer, spring or Christmas) regular part-time employees shall be offered eight (8) hour shifts in seniority order before less senior full time employees. The regular part-time employee shall be required to notify the school district in writing of their request to be scheduled for full time hours during school break periods.

**Section 3 - Casual Employee**

Shall be defined as one hired on an incidental and temporary basis to provide for additional manpower. Casual employees will not be used to deprive any of the regular employees of the conditions provided in the Agreement. Their work day shall consist of a minimum of four (4) hours per day, unless otherwise excluded as per Section 7 of this Article.

**Section 4 - Days of Rest**

All employees shall have two consecutive days of rest each week, one of which shall be Sunday.

**Section 5 - Work Schedules**

Shifts shall be scheduled as follows unless varied by mutual agreement of the Board and the Union:

**Day Shift**

Day Shift shall be between the hours of 6:00 a.m. and 6:00 p.m. with all hours of work consecutive.

### **Afternoon Shift**

Afternoon shift shall be between the hours of 1:00 p.m. and 12:00 a.m. with all hours of work consecutive.

### **Night Shift**

Night shift shall be between the hours of 12:00 a.m. and 7:00 a.m. with all hours of work consecutive. Employee to be paid for eight (8) hours.

Hours of work for custodians during Christmas, spring and summer breaks shall be 8:00 a.m. to 4:30 p.m. unless mutually agreed between the parties.

With the establishment of these shifts it is agreed that no current employee will have their hours or days of work altered.

As new positions are created or vacancies occur the Board may post such positions within these established parameters.

### **Section 6 - Overtime Pay**

All overtime must be approved in advance by the appropriate supervisor or designate. The employer shall pay overtime rates of wages to every employee entitled thereto as follows:

- a) Employees required to work overtime on any regular work day or shift day shall be paid two (2) times their regular rate of wages for all hours worked over eight (8) hours.
- b) Employees required to work on a designated day off shall be paid two (2) times their regular rate of wages up to eight (8) hours and three (3) times their regular rate of wages thereafter.
- c) All employees required to work on a statutory holiday shall be paid for all hours worked at double time rate with a minimum of four hours, plus statutory holiday pay.
- d) All employees covered by this Agreement shall be paid for all time spent in the service of the employer. Time shall be computed from the time that an employee is ordered to report to work or registers in, whichever is the later, until he is effectively released from duty.
- e) All regular employees called out to work or called back to work shall receive a minimum of four (4) hours wages at the applicable wage rate.
- f) An employee may accrue equivalent time-off in lieu of overtime pay. Such accrued time-off must be expended within the calendar year in which it was earned. Requests for time off must be submitted seven days in advance, and approval shall not be unreasonably withheld or delayed. Any accrued time-off remaining at the end of the calendar year shall be paid out at prevailing rates. (E.g. One hour overtime worked equals two hours time off duty.) Employees will be allowed to accumulate a maximum of forty(40) banked hours.
- i) Employees shall be allowed, at the discretion of the Operations Manager, to carry their banked overtime into the following year. The employee will apply in writing and the leave to be taken at times mutually acceptable to the employee and the employer.

### **Section 7 - Regular Part-time Bus Drivers**

- a) School bus drivers, for the purpose of this Agreement, shall be expected to work only on days when school is in session. These drivers may be allowed to work a split shift, between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday. All time worked in excess of four (4) hours per day to a maximum of eight (8) hours per day shall be paid at the regular hourly rate.
- b) Hourly rates for regular part-time employees shall be on the basis of four hours per day. Hours worked in excess of eight hours per day shall be paid at overtime rates as per this Agreement.
- c) No school bus drivers shall be deprived of any wages due to cancellation of regularly scheduled bus runs due to inclement weather conditions, road conditions, non-instructional days or teachers' conventions.
- d) On non-instructional days or teachers' conventions, the Board may schedule alternative activities; those employees in attendance shall receive eight (8) hours' pay for that day. Employees not attending scheduled alternative activities on non-instructional days for reasons other than those provided in the collective agreement will not be entitled to pay for that day.

### **Section 8 - Casual Bus Drivers**

Casual school bus drivers called in to complete a portion of a regular run shall be paid a minimum of two hours wages.

### **Section 9 - Overtime**

#### **a) Allocation of Overtime - Custodians**

Overtime must be authorized in advance by the Operations Manager. When a leadhand receives authorization for overtime to be worked at their site, the following process will be followed:

- i) The overtime allocated by seniority within the work site. The most senior employee will be offered the overtime and if they refuse, the next senior employee in the work site is offered the overtime hours. The least senior employee shall be required to work the overtime hours.

#### **b) Allocation of Overtime - Bus Garage**

The following process will be followed:

- i) The most senior person in the shop will receive the overtime, unless a qualified person is required. If this is the case, the most senior qualified person will receive the overtime.

## **ARTICLE VII - RATES OF PAY AND PAY PERIOD**

### **Section 1 - Rates of Pay**

The rates of pay for classifications covered by this agreement for the effective period of this agreement shall be those as set out in Appendix "A" attached hereto and forming part of this agreement.

### **Section 2 - Pay Dates**

The pay date shall be every second Friday. The pay shall include all wages earned and for which a time sheet has been submitted to the School Board Administration Office for the period including Saturday of the week preceding the week of the pay date. (In effect this provides for a six (6) day holdback.)

The Employer shall provide for the direct deposit of the employee's pay to the participating chartered bank, trust company, or credit union of the employee's choice. Current employees who have been receiving a cheque will continue to have that option. As of June 30<sup>th</sup>, 1991, this option will not be available to new employees or those employees currently being paid by automatic deposit.

### **Section 3 - Accrued Benefits**

Accruing of service for any benefits provided in this agreement for regular full-time and regular part-time employees shall be based on their regular shift with the exception of Health & Welfare, where full benefits will be provided. Sick leave and vacation benefits will be pro-rated for regular part-time employees.

### **Section 4 - Retro Pay**

When retroactive pay is negotiated, the retroactive payment shall be paid to all employees actively working during the retroactive period.

## **ARTICLE VIII - ANNUAL VACATION**

### **Section 1 - Definitions**

- a) For the purposes of this article, a vacation year shall be the year commencing January 1 and ending December 31.
- b) The first vacation year shall mean the year in which an employee's anniversary date falls.



## Section 2 - Entitlements

a) During the first partial year of service, a new employee shall earn vacation pay at his normal rate of pay times 1-1/4 days for each month from his month of appointment to December 31. Vacation time off shall be a maximum of three weeks, with the employee having the option of taking a lesser period of time, or being paid out by January 31 of the following year.

b) Subsequent vacation entitlement shall be as follows:

1<sup>st</sup> year through 4<sup>th</sup> vacation years - 15 days

5<sup>th</sup> through 9<sup>th</sup> vacation years - 20 days

10<sup>th</sup> vacation year - 25 days

one additional day for each vacation year served beyond ten to a maximum of 35 days.

c) In each vacation year employees shall receive their normal pay for that period or an additional 2% of gross earnings for each five days of vacation earned, whichever is the greatest, except for employees who have been in receipt of weekly indemnity benefits for more than one month during the year. Any employee on weekly indemnity in excess of one month shall be paid at the percentage of wages earned during the twelve month period which vacations are calculated on, based on the percentage rate for each week of vacation. In no event shall the number of days accrued through years of service be reduced unless the employee elects not to take holidays, **in which case the employee's vacation pay will be paid out by January 31 of the following year.** Employees on sick leave shall continue to receive full vacation entitlement.

d) All regular employees shall be allowed to take vacation any time during the vacation year, provided casual replacements are available to replace them. Approval will not be withheld unjustly. Vacation leave will not be scheduled for less than four (4) hours.

i) Regular employees shall be allowed, at the discretion of the Operations Manager, to carry ten (10) days of their annual vacation(s) or a combination of banked time and annual vacation(s) into the following year. The employee will apply in writing and the leave to be taken at times mutually acceptable to the employee and employer.

e) All earned vacations must be taken, other than specified in Section (d) above.

f) Requests for vacation leave must be submitted on an approved vacation leave of absence form and approved in advance of the leave date(s).

## ARTICLE IX - LEAVE OF ABSENCE

### Section 1 - Sick Leave

- a) Upon completion of probationary period, all employees shall be entitled to sick leave on the basis of one and one-half (1-1/2) working days per calendar month of service, and such sick leave may accrue to a total of fourteen hundred and forty (1440) hours. To qualify for one and one-half (1-1/2) days sick credit an employee must have worked at least ten days in any one calendar month, the ten days to include statutory holidays, annual vacation, bereavement leave, sick leave, workers' compensation and jury duty, but not including time paid by indemnity.

In the months where regularly scheduled working days are less than 20, including statutory holidays, then the employee must have worked 50% of them including all of the above. Employees must work a minimum of five days (including statutory holidays) to qualify for sick leave accumulation. Where, in any one year, an employee has not received sick leave, or has received only a portion thereof, he shall be entitled to an accrual of 100% of the unused portion of such sick leave for his future benefit. The employer may request, at the employer's cost, a report from a qualified medical practitioner.

Employees must notify their supervisor if they are unable to report to work due to illness.

- b) Regular employees shall be entitled to a maximum of 4 hours time off with pay for medical and dental appointments. Such leave shall be deducted under Article IX, Section 1. Employee will give as much prior notice as possible.
- c) **Discretionary Leave**
  - i) With arrangements through the employee's immediate supervisor, leave of absence per year with pay will be granted as follows:
    - 1 day leave will be granted after (60 days) of sick leave has accumulated
    - 2 days leave will be granted after (90 days) of sick leave has accumulated
    - 3 days leave will be granted after (120 days) of sick leave has accumulated
  - ii) Employees who do not request three days leave of absence in lieu of the above provisions shall receive equivalent remuneration by January 31 of the following year, or upon termination.
- d) For the purpose of determining the number of sick days in paragraph © above, the hours accumulated shall be divided by the number of hours an employee works on a regular shift.
- e) If an employee has a cause of action against a Third party, for income lost, as a result of disability (e.g. motor vehicle accident), accrued sick leave will be paid. However the employee will be required to pay back to the district's sick leave bank, the days used, when a settlement is reached with the Third party. The amount to be reimbursed will be equal to the amount of the settlement apportioned to wages lost.

## **Section 2 - Bereavement and Funeral**

When death or serious illness occurs to a member of a regular employee's immediate family, the employee will be granted, upon request, an appropriate leave of absence and if he attends the funeral, he shall be compensated at his regular straight time hourly rate for the hours lost from the regular schedule on any of the days prior to the funeral, the day of the funeral, and on any of the days after the funeral, for a maximum of five (5) days. Members of the employee's family are defined as the employee's current spouse, spousal equivalent, mother, father, sons, daughters, brothers, sisters, mother-in-law, father-in-law, step-mother and step-father, step-brother, step-sister, sister-in-law, and brother-in-law, son-in-law, daughter-in-law, grandparents, and grandchild.

Employees who cannot attend a funeral for the above due to the distance required to travel to such funeral shall, upon request, be granted the day of the funeral off with pay.  
Employees on annual vacation shall not be entitled to a leave of absence under this section.

### **Section 3 - Jury Duty**

Any regular employee who is required to appear for jury selection, perform jury duty or attend court in response to a subpoena on a day which he would normally have worked, will be reimbursed by the Board for the difference between the pay received for jury duty or witness attendance and his regular straight time hourly rate of pay for his regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of the number of hours in his regular scheduled shift per day, less pay received for jury duty. The employee will be required to furnish proof of jury service or witness attendance and the jury duty pay or witness fees received therefore, and the employee shall be responsible to account to the Board for witness fees received both with a subpoena and subsequently to the service thereof. The employee will also provide the Board with a copy of the subpoena.

Any employee on jury duty or witness attendance shall, subject to this provision, make himself available for work before or after being required for such duty whenever practicable.

### **Section 4 - Birth or Adoption of Child**

Regular employees shall be entitled to three days leave of absence with pay in the event of their becoming a parent through the birth or adoption of a child.

### **Section 5 - Maternity/Paternity/Adoption Leave**

Regular employees shall be granted, upon request, a leave of absence as provided for in Part 7 of the Employment Standards Act.

An employee returning from Maternity/Paternity/Adoption Leave shall be re-assigned to the same position held prior to the leave.

### **Section 6 - Workers' Compensation**

When an employee is injured and is on an approved Workers' Compensation claim, then partial payment from his/her sick leave will be made to give him/her full wage payment when added to his/her Workers' Compensation pay.

### **Section 7 - Special Leave**

An employee shall be entitled to special leave at the regular rate of pay, to a total of three (3) days in any one year, for the following:

- a) marriage or divorce of the employee
- b) attend the wedding of the employee's child
- c) serious household emergency
- d) attend hearing to become a Canadian Citizen
- e) attend a funeral as a pallbearer or mourner (to a maximum of one-half day per incident to a total of one and one-half days per year)
- f) to attend court appearances for hearings of employee's dependent child.

### **Section 8 - General**

Leave without pay for periods up to five consecutive days will be granted by prior arrangement with the employer's supervisor provided casual replacements are available. As much advance notice as possible shall be provided.

Leaves without pay in excess of five consecutive days but less than twenty will be granted upon written request to the supervisor provided casual replacements are available.

Leaves in excess of twenty consecutive days may be granted upon written request and only with the mutual consent of the Board and Union representatives.

When a leave of absence without pay results in an employee working less than fifty percent (50%) of the scheduled working days in any month, it shall be the employee's responsibility to pay the full premium for all benefits they choose to maintain during the period of the leave. Part months shall be shared on a pro-rata basis.

Employees failing to return to work upon the expiry of a leave of absence, unless prevented from doing so because of illness, accident, or other valid reason, shall be considered to have left the service of the Board.

### **Section 9 - Severance Pay**

An employee with at least eight (8) years of continuous service shall, upon retirement, termination due to medical reasons, or death while in the employ of the Board, be entitled to receive eight (8) weeks pay calculated at the current rate. For the purpose of this section, retirement shall be deemed permissible at the age of fifty (50).

## **ARTICLE X - GENERAL HOLIDAYS**

### **Section 1 - General Holidays**

All regular or part-time employees who work within 15 days prior to or 15 days following a general holiday, will be paid for the average number of hours worked within the previous 30 days to a minimum of four (4) hours. This also applies to employees on approved leave of absence. This will be paid for people on leave of absence based on their regular rate of pay and hours of work.

The established General Holidays are:

1. New Years Day
2. Good Friday
3. Easter Monday
4. Victoria Day
5. Canada Day
6. BC Day
7. Labour Day
8. Thanksgiving Day
9. Remembrance Day
10. Christmas Day
11. Boxing Day

and other days proclaimed by the Civic, Provincial, or Federal Government.

In the event July 1<sup>st</sup> holiday falls on a week day other than a Monday or Friday, employees will be allowed to take either Monday or Friday of the weekend immediately preceding or following July 1<sup>st</sup> off with pay in lieu of the holiday providing there is mutual consent between the parties. Employees who elect to take advantage of the above provisions working on the holiday will be paid their regular rate of pay only.

Should the schools be required to be in session on a General Holiday any employee required to work on such holiday will be granted an alternate day off with pay in lieu of the General Holiday worked.

## **Section 2 - General Holiday During Vacation or Weekend**

If any of the general holidays mentioned in Section 1 occur on a Saturday, or Sunday, the employee will be given a holiday or a day off in the following week or be paid for that day in addition to his normal salary or have a day added to his annual vacation period. Decision as to the plan to be followed shall be decided by the Board.

## **ARTICLE XI - DISCIPLINE**

- a) The Board reserves the right to discipline any employee for any infraction of rules and regulations as laid down by the Board, subject to employee's right to appeal through grievance procedure as outlined in Article XIII below.
- b) A), above, shall not be deemed to interfere with the Board's right to discharge an employee for proper cause, provided that the employee retains the right to grieve under Article XIII.
- c) Employees are entitled to receive a written report of all accusations or complaints pertaining to their employment or behaviour when such accusations or complaints result in disciplinary action, or are to be used as evidence at any subsequent time. The employee shall have the opportunity to answer such accusations or complaints forthwith. The employee shall use Section 1 of Article XIII for this purpose.
- d) An employee will be entitled to receive a copy of any record placed on their file, including written reprimands at the time the filing occurs, with a copy to the Union forthwith. Removal of documentation shall occur after 18 months, provided that no reprimand or disciplinary action for similar misconduct has been filed.
- e) If the School District has cause to talk to an employee about anything that may be disciplinary in nature, a Shop Steward must be present if the employee requests a Shop Steward to be present. When a Shop Steward is requested to attend a disciplinary meeting the Shop Steward will be compensated for the time spent in the meeting. Time spent will be considered as time worked in their shift.

## **ARTICLE XII - DISCHARGE OF EMPLOYEES**

- a) The employer shall always have the right to hire and to discharge, discipline or demote employees for proper cause.

- b) All employees laid off or dismissed shall receive notice or pay in lieu of notice in accordance with the Employment Standards Act. The employer shall receive the same notice. This clause does not pertain to employees dismissed for proper cause.
- c) Nothing in the foregoing Section 2 shall be deemed to interfere with the Board's right to discharge an employee, without notice, for proper cause and shall not deprive an employee of his rights under Article XIII.



### **ARTICLE XIII - GRIEVANCE PROCEDURE**

All questions, disputes and controversies arising under this Agreement or any supplement hereto shall be adjusted and settled within the terms and conditions as set forth in this Agreement in the manner provided by this Article, unless otherwise expressly provided in this Agreement. The procedure for such adjustment and settlement shall be as follows:

#### **STEP 1**

Any grievance of an employee shall first be taken up between such employee and the employee's Supervisor. However, such employee will be entitled to be accompanied by a Shop Steward or Union representative.

Time limit to institute grievance:

Termination or layoff - ten (10) days.

All others -twenty (20) days.

#### **STEP 2**

Failing settlement under Step 1 within ten (10) working days, such grievance shall be taken up between the employee's Supervisor or higher authority and a Shop Steward or Local Union Representative.

#### **STEP 3**

Failing settlement under Step 2 within ten (10) working days, such grievance and any question, or controversy that is not of a kind that is subject to Steps 1 and 2, the grieving party shall reduce the grievance to writing and it will be referred to and taken up in a presentation to a Grievance Board, hereinafter referred to as "The Board". Such Board shall consist of two (2) Union Representatives and two (2) Representatives of the School District appointed by an officer of the School District.

Appointments to the Board by the Parties shall be in writing. All members of the Board shall have been duly appointed and so authorized, that any settlement arrived at by the Board on a specific Grievance shall be final and binding.

In all such grievance procedures, the Union Representative shall act in the capacity of Chairman of the meeting and the Representative of the School District shall act in the capacity of Recording Secretary.

All copies of all Minutes shall be signed and dated by both the Union and the School District.

#### **STEP 4**

Failing settlement within 60 working days of Step 3 meeting, the matter will be referred to an agreed upon neutral person to act as an Arbitrator who will meet with the Parties to hear both sides of the case. Failing to agree upon a neutral person, the Department of Labour will be requested to appoint a neutral Arbitrator.

The cost of the Arbitrator will be borne equally by the Union and the School District.

## **ARTICLE XIV - HEALTH & WELFARE BENEFITS**

### **A. GROUP INSURANCE**

The group Life Insurance Plan shall be maintained as follows:

Benefits - All Permanent Employees:

Death: Lump sum equal to two (2) times annual earnings rounded to the next higher multiple of one thousand (\$1,000) dollars paid to beneficiary. Coverage reduces fifty (50) percent at age sixty-five (65) and terminates at age seventy (70).

Accidental Death & Dismemberment: Lump sum equal to two (2) times annual earnings paid according to a combination loss of one or more limbs or eyes.

The Board shall pay 100% of the premium.

### **B. MEDICAL AND EXTENDED HEALTH COVERAGE**

The Board shall provide B.C. Medical Plan and extended health coverage and pay 100% of the premium cost. Carrier for extended health coverage shall be selected by the Board.

### **C. NON-OCCUPATIONAL INDEMNITY**

#### **Section 1 - Weekly Indemnity Plan**

The Board shall provide a non-occupational weekly indemnity plan with a private carrier providing for payment of 75% of weekly earnings to a maximum of five hundred and fifty dollars (\$550) per week following the exhaustion of sick leave credit, and continuing for a maximum of fifty-two (52) weeks during any period of disability. Periods of disability from the same cause shall be considered as separated by a return to active employment with the employer for at least two full weeks.

#### **Section 2 - Long Term Disability Plan**

The Board shall provide a long term disability plan with a private carrier providing 66-2/3 of monthly earnings to a maximum of \$2500 per month.

#### **Section 3 - Premiums for Weekly Indemnity & Long Term Disability Plans**

The Board shall pay 75% of the premium, and the employee 25%.

#### **Section 4 - Employee Status**

Compensable hours under the terms of this Article will not be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays and will be counted as hours worked for the purpose of computing overtime.

#### **Section 5 - Eligibility for Coverage**

All regular employees, working a minimum of 20 hours per week, may choose to be covered by the non-occupational indemnity plan.

#### **Section 6 - Commencement of Benefits**

- a) Payment of benefits will be made for the
  - i) first day of disability due to accidental bodily injury or
  - ii) eighth day of disability due to sickness or
  - iii) expiration of sick leave credit, if later than i) or ii).

#### D. DENTAL PLAN

- a) All regular employees, working a minimum schedule of eighteen (18) hours per week, shall enroll in the School District Dental Plan. The employer shall pay seventy-five percent (75%) and the employee the other twenty-five percent (25%) of the cost of the premium. Minimum benefits of this plan shall include those regularly included under Plan A, with one hundred percent (100%) coverage, Plan B with eighty percent (80%) coverage, and Plan C with fifty percent (50%) coverage.
- b) Orthodontic service under Plan C is subject to a lifetime cumulative payment of twelve hundred & fifty dollars (\$1250) per patient.
- c) Should there be any change in the above coverage during the life of this agreement, such coverage shall automatically be implemented.

#### E. CONTRIBUTIONS

Should the employer obtain a rate reduction under the Unemployment Insurance Program, it is agreed that the employees share of such reduction shall be applied to offset increases in benefit premiums under this section.

### **ARTICLE XV - GENERAL PROVISIONS**

#### **Section 1 - Union Business**

The Business Representative of the Union shall have access to the School Board premises to attend to the business of the Union provided it does not interfere with the normal course of business.

#### **Section 2 - No Other Agreement**

No employee shall be asked to make a verbal or written agreement with the employer inconsistent with, or at variance with, the terms of this Agreement.

#### **Section 3 - Uniforms**

In the event the employer shall require employees to wear a uniform, the cost of the uniform shall be paid for by the employer. The uniform shall be maintained by the employer at no cost to the employee.

#### **Section 4 - Shop Steward**

The Union may elect or appoint Shop Stewards and shall notify the employer in writing of such appointments or elections. The employer shall recognize Shop Stewards and shall not discriminate against them for lawful Union activity. The employer will notify the Union prior to the dismissal of a Shop Steward.

#### **Section 5 - Travel Allowance**

~~Employees required to use their own vehicles for the employer shall receive four dollars and fifty cents (\$4.50) per trip of fifteen kilometers or less. Trips in excess of fifteen kilometers shall be paid at the rate of thirty cents (.30) per kilometer. The travel allowance payment will be paid monthly if the amount owed is \$ 15.00 or more. If the amount of travel allowance payment is less than \$ 15.00, the allowance will be paid when the amount equals \$ 15.00 or on a quarterly basis, whichever comes first.~~

#### **Section 6 - New Classifications**

If, during the term of this Agreement, new classifications are established, it is mutually agreed that the parties (the employer and the Union) meet in order to establish a fair rate of pay for the new classification.

#### **Section 7 - Medical Examination**

The Employer shall retain the right to have any employee submit himself for a complete physical examination by a doctor agreed to by the employer and the employee shall not suffer any wage loss for time taken for such examination. The cost of such examination shall be borne by the employer.

#### **Section 8 - Bus Cleanliness**

It is agreed that each bus driver shall be responsible for the cleanliness of his bus, to the satisfaction of the supervisor concerned, i.e., all lights, mirrors, windshields, and back windows, and for sweeping and tidiness in the inside of the bus. Each driver shall be responsible for reporting any unserviceability to the Transportation Supervisor as soon as possible.

#### **Section 9 - Coveralls**

Coveralls shall be supplied to all mechanics and bus driver mechanics at no cost to the employees. Such coveralls shall be maintained by the employer at no cost to the employee.

#### **Section 10 - Upgrading Courses**

All employees required or selected by the Board to take additional upgrading courses shall be paid for all time spent taking such courses, plus compensation for any other expenses incurred while taking such courses.

~~A daily meal allowance for overnight expense for meals will be \$35.00 per day.~~

## **ARTICLE XVI - DURATION OF CONTRACT**

### **Section 1 - Term of Agreement**

The agreement shall be for the period from and including **July 1, 2006** to and including **June 30, 2010**. Either Party to this Agreement may, within four months immediately preceding **June 30, 2010** give to the other Party written notice to commence collective bargaining.

### **Section 2 - Expiry of Agreement**

After expiry of the term of this Collective Agreement, and subject to the limitations necessarily resulting from the exercise of the rights of the Parties under Part 5 of the Labour Relations Code, including the right to strike or lockout, the terms and conditions of employment as set out in this Agreement, will be observed and not varied, accepted by the Parties mutual consent during the period that the Union remains the bargaining agent for employees identified in this Agreement.

### **Section 3 - Labour Relations Code**

It is mutually agreed that the operation of Sub-Section 2 of Section 50 of the Labour Relations Code is specifically excluded from operation in this Agreement.

**APPENDIX "A"**  
**RATES OF PAY AND ALLOWANCES**

**Section 1 - Rates of Pay and Allowances**

The following scale of wages is based on a minimum and shall not prevent any employee from receiving higher wages than this scale calls for, nor shall any employee suffer a wage decrease as a result of this Agreement.

Effective: July 1, 2003 0% increase  
July 1, 2004 0% increase  
July 1, 2005 Wage Re-opener

~~Any wage increase is subject to the PSEC mandate for K-12 Support Staff in effect July 1, 2005 and must be approved by BCPSEA prior to implementation.~~

**Casual Employees:**

Effective January 1, 2003, all minimum terms of the Employment Standards Act are deemed part of this Collective Agreement.

**General Wage Schedule**

	01-Jul-06 to 30-Jun-07	01-Jul-07 to 30-Jun-08	01-Jul-08 to 30-Jun-09	01-Jul-09 to 30-Jun-10
Custodians	19.76	20.16	20.56	20.97
Driver Part-Time	21.59	22.02	22.46	22.91
Wash Bay/Driver	22.25	22.70	23.15	23.61
Student paid 60% of standard rate position occupied.				

**Trades Wage Schedule**

	Base Wage 01-Jul-06 to 30-Jun-07	Apprentice Sponsor	Labour Market	Trades Adjustment	Adjusted Wage 01-Jul-06 to 30-Jun-07
Licensed Mechanic/Driver	24.53				
Licensed Mechanic	24.53				

	Base Wage 01-Jul-07 to 30-Jun-08	Apprentice Sponsor	Labour Market	Trades Adjustment	Adjusted Wage 01-Jul-07 to 30-Jun-08
Licensed Mechanic/Driver					
Licensed Mechanic					

## Trades Wage Schedule continued

	Base Wage 01-Jul-08 to 30-Jun-09	Apprentice Sponsor	Labour Market	Trades Adjustment	Adjusted Wage 01-Jul-08 to 30-Jun-09
Licensed Mechanic/Driver Licensed Mechanic					

	Base Wage 01-Jul-09 to 30-Jun-10	Apprentice Sponsor	Labour Market	Trades Adjustment	Adjusted Wage 01-Jul-09 to 30-Jun-10
Licensed Mechanic/Driver Licensed Mechanic					

If a Licensed Mechanic is not available, an apprentice will be hired. The rate of pay for an Apprentice Licensed Mechanic will be:

Year 4 95%  
Year 3 90%  
Year 2 85%  
Year 1 80%

An Apprentice Licensed Mechanic/Driver would be hired at the Bus Driver rate of pay until the third year of the Apprenticeship Program has been reached and then would receive 90% of the Licensed Mechanic rate.

### Section 2 - Allowances

- a) **Leadhands** will be paid 40 cents per hour over base rate. **Senior Leadhands** will be paid \$1.40 per hour over base rate.
- b) An amount of \$4,000.00 of the salary paid to the employee shall be designated as a Northern Allowance Travel benefit. This benefit shall be in effect within the guidelines of Revenue Canada as they exist and are changed by Revenue Canada from year to year and shall end when Revenue Canada ends the program. Regular part time employees Northern Allowance will be prorated proportionate to the hours compensated for each employee.

### Section 3 - Long Service Pay

In addition to the rates provided in Section 2 above, all regular employees shall be entitled to long service pay of twenty dollars (\$20) per month commencing on the first of the month following completion of five years service, to be paid on the first pay cheque of every month. Employees with fifteen years service shall receive thirty dollars (\$30) per month, and employees with twenty-five years service shall receive forty dollars (\$40) per month.

**Section 4 - Special Provisions for Custodians**

- a) A full-time custodian for each shift shall be appointed as a **leadhand** when he is solely responsible for the security and custody of the school and/or he is required to coordinate the functions of at least one full-time custodian.
- b) Custodians shall not be required to do major sanding of gymnasium floors. However, custodians will do light sanding (“screening”) and recoating of gymnasium floors.
- c) Custodians on an afternoon or evening shift shall be entitled to a 1/2 hour lunch break, a 1/4 hour break in the fore half and a 1/4 hour break in the aft half of the shift, on shift and a shift to run eight (8) consecutive hours, including the meal break. Employees leaving the employer’s premises for their lunch break will be required to work a full eight-hour shift.
- e) Casual Custodian Roster & Callout Procedures

The Casual Custodian Roster will not exceed the following number of employees:

Dawson Creek	fifteen	(15)
Chetwynd	nine	( 9)

Casual custodians will be called out by rotation in each geographical location (Dawson Creek and Chetwynd).

When casuals revert back to rotational dispatch after a school break period, the call out will continue on from where it left off at the start of the break period.

Casual custodians shall be called out to work in their hire date order during the school break periods.

As requirements for casual help in these communities arise individuals will be called and offered work in order of their appearance on this list. As long as a printout is available that shows the phone number called, the time the call was placed and the number of times the phone rang, only one phone call will be placed. Otherwise, at least two calls shall be placed by separate individuals in an attempt to contact each person.

A person not contacted through this process, or who is unable to accept the work assignment offered, shall not be subject to recall until all other individuals on the casual roster have been called. Once a casual employee is available for work again the fill in replacement will not be called, until there is a replacement needed again.

Replacements for casuals shall not have any status under this agreement, and time worked in this capacity shall not be recognized for seniority purposes. The replacement casuals shall be placed on the regular casual roster and will be called in the appropriate order. The casual roster will indicate the employee’s name being replaced. Once a casual employee is available for work again the replacement will not be called, until there is a replacement needed again.



**f) Footwear Allowance**

Each regular custodian shall receive an annual allowance of forty dollars (\$40) toward the cost of replacement footwear. This allowance shall be paid upon presentation of a receipt through Accounts Payable (effective September 1, 2005). The allowance shall not be taxed.

**g) Temporary Vacancies**

Casual employees may file a statement of preference for a specific position or all positions that become vacant. The casual employee shall be awarded the vacant position as per the terms and conditions of the Collective Agreement the same as if the employee had actually bid the position. The School District will confirm in writing the receipt of the letter of preference.

**Section 5 - Special Provisions for Drivers and Mechanics**

a) Drivers who are required to drive special or extra-curricular trips beyond their regular scheduled shift shall receive remuneration on the following basis:

- i) All driving done during normal school days shall be paid at regular hourly rates with a minimum of one hour per trip.
- ii) Trips on days other than school days shall be 30 cents per kilometer or one and one half times the rate set out in (i) above, whichever is greater, with the minimum of two hours pay.
- iii) All standby time on trips shall be paid at the straight time hourly rate (maximum of 12 hours within a 24 hour period). Standby time will not be used to calculate overtime rates of pay.
- iv) Layover time will be classified as such when an overnight trip is involved.
- v) The driver shall receive a remuneration on the following terms:
  - for the first eight hours of layover - no pay.
  - for the next eight hours of layover - the employee shall receive the hourly rate set out in (i) above.
  - for the next twelve hours of layover - no pay, and continuing on the same basis for each period of continuing layover. Layover pay shall not be paid for any period where the driver is required to drive. The employer will reimburse expenses for meals and lodging. ~~as per Board Resolution 2501, maximums according to the following scale:~~

_____	<b>Breakfast</b>	_____	<b>\$ 8.00</b>
_____	<b>Lunch</b>	_____	<b>\$10.00</b>
_____	<b>Dinner</b>	_____	<b>\$15.00</b>

b) Bus drivers required to park their buses at their residence during winter months (November - March inclusive) shall be reimbursed for the electricity used (block heaters) as follows:

i) For a period less than a full month:

650w. heaters	\$2.65 per full week
Over 650w. heaters	\$5.30 per full week

ii) For each full month:

650w. heaters	\$10.40 per month
Over 650w. heaters	\$20.88 per month

The amount as calculated above shall be paid to each driver at the end of the winter session.

- c) It is agreed that a leadhand shall be appointed at the bus garage and shall be paid in accordance with Appendix "A", Section 2.
- d) School bus drivers shall receive a shift differential of one-half hour extra pay for regular shifts any portion of which falls outside the hours of 6:00 a.m. to 6:00 p.m.
- e) Mechanics on emergency call-out shall receive a flat rate of **\$100.00** for callouts of up to two hours duration. Calls exceeding two hours shall be compensated in accordance with Article VI, Section 5(e).
- f) All school bus runs shall be awarded on the basis of seniority with the following exception. If the difference in bids is greater than 10,000 meters, the run will be awarded to the next senior employee bidding the position under the 10,000 meter per day limit.
- g) Drivers that are required to carry chains shall be supplied with disposable coveralls.
- h) No employee other than a Journeyman/Tradesman will be required to supply hand tools. Such employees may store the required tools, when not in use, on Board property in a place approved by the Supervisor.

A list of such tools shall be given to the Supervisor prior to the Board accepting responsibility for replacement of these tools in case of fire or theft.

The Board shall bear the expense of sharpening tools and of repairing and replacing tools damaged or broken in the service of the Board with tools of the same or equivalent manufacture, quality and value. Such repair or replacement shall be made provided the employee advised the Board of the damage at the time of occurrence. The cost of such repair or replacement shall be borne by the Board, subject to verification, and provided the employee advises the Board of the damage at the time of the occurrence.

**APPENDIX "B"**

**Section 1 - Advancement Fund**

The Board shall contribute five cents (\$.05) per regular hour worked for all regular and casual employees to Teamsters Local Union No. 31 Union/Industry Advancement Fund.

Payment of said funds shall be made to the Teamsters Local Union No. 31 Union. Management Advancement Fund on a quarterly basis. The payment will be separate from any other payment made to Teamsters Local Union No. 31. Such payment will be contingent on the Union providing to the Board of Trustees a report detailing how the funding was used in the previous year.

**DATED AT DAWSON CREEK, B.C., THIS 6<sup>th</sup> DAY OF JUNE, 2006.**

**FOR: BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT #59 (PEACE RIVER SOUTH)**

\_\_\_\_\_  
**(Ms. Marilyn Gannon) Personnel Manager**

\_\_\_\_\_  
**(Ms. Kim Maurer) Mgr. Human Resources**

\_\_\_\_\_  
**(Mr. Sam Barber) Operations Manager**

**FOR: TEAMSTERS LOCAL UNION 31**

\_\_\_\_\_  
**(Mr. John Ellis) Business Agent**

\_\_\_\_\_  
**(Mr. Colin McLean)**

\_\_\_\_\_  
**(Mr. Allan Sutton)**

**LETTER OF UNDERSTANDING #1**  
**BETWEEN**  
**SCHOOL DISTRICT #59 (PEACE RIVER SOUTH)**  
**AND**  
**TEAMSTERS LOCAL UNION NO. 31**

RE: DRIVER TRAINING INSTRUCTORS

The School Bus Garage shall set up a driver training program using current school bus drivers as instructors. This program will be used to train **school district employees and** new spare drivers and as an improvement program for existing drivers **and school district staff**. The drivers appointed to be instructors will be trained in instructing and will help in setting up the program. If training time is required during the school day a spare driver may be put on the drivers trainers' school bus run to alleviate a potential of overtime. At no time will the trainer lose hours (less than their hours per day of their bus run) because of instruction time.

It is also anticipated that a one week training program for new spare drivers will take place near the end of August of each year. The training program will incorporate all programs necessary for new employees, e.g. WHMIS, Violence in the Workplace, etc.

It is not the intention of the School District at this time to have the driver trainers instruct WHMIS, Violence in the Workplace or any other course. Any other course(s) that the School District considers adding to the driver trainers' duties shall require mutual agreement between the School District and the Union.

Driver trainers shall be paid to attend all training courses and their costs for attending course(s) shall be reimbursed as per the terms and conditions of the Collective Agreement.

When a driver trainer is required to train on an individual basis, the driver trainer will be called in to train on a rotation basis.

~~Employees that are designated as driver trainers shall be paid for all hours worked as a driver trainer at their normal rate of pay plus they shall receive six hundred dollars (\$600.00) per year in recognition of their positions as a driver trainer. The six hundred dollar (\$600.00) payment shall be paid in two (2) increments of three hundred dollars (\$300.00) which shall be paid on December 15 and June 15 of each year.~~

DATED AT DAWSON CREEK, B.C., THIS 6<sup>th</sup> DAY OF JUNE, 2006.

FOR: BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT #59 (PEACE RIVER SOUTH)

\_\_\_\_\_  
(Ms. Marilyn Gannon) Personnel Manager (Ms. Kim Maurer) Mgr. Human Resources

\_\_\_\_\_  
(Mr. Sam Barber) Operations Manager

FOR: TEAMSTERS LOCAL UNION 31

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**(Mr. John Ellis) Business Agent**

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**(Mr. Colin McLean)**

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**(Mr. Allan Sutton)**

**LETTER OF UNDERSTANDING #2**  
**BETWEEN**  
**SCHOOL DISTRICT #59 (PEACE RIVER SOUTH)**  
**AND**  
**TEAMSTERS LOCAL UNION NO. 31**

**Casual Roster - Mechanic Shop - Bus Garage**

The School District and the Union agree that there shall be a casual roster for the Bus Garage of a minimum of two (2) people. Applications for the casual roster shall come from school bus drivers who wish to replace shop employees that are absent from work.

This Letter of Understanding may be cancelled by either party upon thirty (30) days written notice to the other party.

**DATED AT DAWSON CREEK, B.C., THIS 6<sup>th</sup> DAY OF JUNE, 2006.**

**FOR:               BOARD OF SCHOOL TRUSTEES**  
**SCHOOL DISTRICT #59 (PEACE RIVER SOUTH)**

\_\_\_\_\_  
**(Ms. Marilyn Gannon) Personnel Manager    (Ms. Kim Maurer) Mgr. Human Resources**

\_\_\_\_\_  
**(Mr. Sam Barber) Operations Manager**

**FOR:               TEAMSTERS LOCAL UNION 31**

\_\_\_\_\_  
**(Mr. John Ellis) Business Agent**

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**(Mr. Colin McLean)**

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**(Mr. Allan Sutton)**

**LETTER OF UNDERSTANDING #3**  
**BETWEEN**  
**SCHOOL DISTRICT #59 (PEACE RIVER SOUTH)**  
**AND**  
**TEAMSTERS LOCAL UNION NO. 31**

The following is an outline of the terms of a layoff process in the Teamster bargaining unit, where there is an overall reduction in staff.

The applicable existing collective agreement language is found in ARTICLE V – SENIORITY, which states:

“The Board recognizes the principle of seniority, ability and qualifications in each classification. In the event of a layoff in a classification due to a reduction of service, the most junior person in a classification shall be the first laid off.

Laid-off employees, providing they are qualified, shall be allowed to bump the most junior employee in another classification.”

Thus, the process of identifying who is laid off in each classification is clear. In the case at hand, in the custodial seniority unit, the most junior custodians overall will be served layoff notice and because they have no other classification to bump in this seniority unit, they will be entitled to Article V, Section 5 (Seniority During Lay-offs) and Section 7 (Service Severance Pay), and any other provisions that apply.

Similarly, in the case at hand, in the Transportation seniority unit, the Washbay/Mechanic/Driver has the right to bump the most junior employee in the other classifications of the Transportation seniority unit, provided he is qualified. Any bumped employee would then be extended the same bumping rights and Art. V, Sec. 5 and 7 as indicated above.

What is in need of further clarification is with respect to the Custodial seniority unit, when there exists an overall reduction in staff, how to realign the retained employees within the Custodian classification.

The following will outline this entire process:

1. The District identifies what the overall custodial manpower requirements are.
2. The most junior employee(s) in the overall classification are identified. They are then handled by way of the process identified above (i.e.: can move by classification only).
3. The District identifies the custodial manpower requirements for each work site (with the retained workforces).

4. The most junior employee(s) at each work site that are displaced by Step 3 above, and/or employees that are effected by virtue of a combining of work sites, are put “in motion” and placed on a list of employees “in motion”.
5. The list of custodians in motion are arranged in seniority order.
6. A List of available work locations is created, by virtue of Steps 2, 3, and and 4 above.
7. The list of custodians created in Step 5 above will be asked (in seniority order) to choose a location preference. These custodians may choose a preference off the list created in Step 6, or choose to bump another custodian that is junior to them. A custodian bumped in this process would then be put in motion and placed on the list in seniority order. This process continues until all work sites in Step 6 are filled.

It is the intention of the District to conduct this process jointly with the Teamsters, Local 31. When employees are given the options available to them, it is the intention of the District, where practicable, to have a union representative present.

The parties also agree that employees who retain their seniority under Article V, Section5, shall receive casual callouts, prior to Appx. “A”, Section 4(e) applying. These callouts will be in order of seniority each time for each geographical location.

The parties agree to meet and discuss issues related to this layoff process as they arise and are committed to working through the process in a joint fashion.

**DATED AT DAWSON CREEK, B.C., THIS 6<sup>th</sup> DAY OF JUNE, 2006.**

**FOR: BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT #59 (PEACE RIVER SOUTH)**

\_\_\_\_\_  
**(Ms. Marilyn Gannon) Personnel Manager (Ms. Kim Maurer) Mgr. Human Resources**

\_\_\_\_\_  
**(Mr. Sam Barber) Operations Manager**

**FOR: TEAMSTERS LOCAL UNION 31**

\_\_\_\_\_  
**(Mr. John Ellis) Business Agent**

\_\_\_\_\_  
**(Mr. Colin McLean)**

\_\_\_\_\_  
**(Mr. Allan Sutton)**



**LETTER OF UNDERSTANDING #4  
BETWEEN  
SCHOOL DISTRICT #59 (PEACE RIVER SOUTH)  
AND  
TEAMSTERS LOCAL UNION NO. 31**

**Posting/Filling and Assuming a position - Custodial**

If a regular employee is on an approved leave of absence from work when a position is posted and the employee cannot assume the position within six weeks of the posting closing, the position shall be awarded to the next senior person applying for the position. The employee returning from leave of absence that bid on a position and was refused the bid, being unable to assume the bid position within the six week period, shall be able to bump any position that was posted during their absence which is junior to their position. A regular employee affected by the bump shall be able to exercise their seniority and bump a junior employee in a position that was posted during the absence period. A casual employee bidding a permanent position must be able to assume the position immediately or within three weeks of the position being awarded if on an approved leave of absence.

**DATED AT DAWSON CREEK, B.C., THIS 6<sup>th</sup> DAY OF JUNE, 2006.**

**FOR: BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT #59 (PEACE RIVER SOUTH)**

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**(Mr. Sam Barber) Operations Manager**

**FOR: TEAMSTERS LOCAL UNION 31**

\_\_\_\_\_  
**(Mr. John Ellis) Business Agent**

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**(Mr. Colin McLean)**

\_\_\_\_\_  
**(Mr. Allan Sutton)**

**LETTER OF UNDERSTANDING #5**  
**BETWEEN**  
**SCHOOL DISTRICT #59 (PEACE RIVER SOUTH)**  
**AND**  
**TEAMSTERS LOCAL UNION NO. 31**

**Apprenticeships**

The School District and the Union agree that all apprentices shall be employed in accordance with the provisions of the *British Columbia Apprenticeship Act* and the Labour Relations Code.

A regular employee accepted as an apprentice with School District #59 shall be paid his/her normal rate of pay per hour until the third year of the Apprenticeship Program has been reached and then would receive 90% of the Licensed Mechanic rate and 95% for the fourth year of the Apprenticeship Program as per Appendix "A" of the Collective Agreement.

Upon written notification of the successful completion of each term of school, the Employer will pay an allowance comprised of the difference between regular straight time based on a regular work week, and the total weekly allowances granted by the appropriate government authorities to equal the employees normal rate of pay per hour.

While attending an approved Vocational School the apprentice will be responsible to pay for any costs incurred to attend school.

Upon completion of the apprenticeship program, the regular employee will commit to a further two (2) years of employment as a journeyman in that trade with School District #59.

**DATED AT DAWSON CREEK, B.C., THIS 6<sup>th</sup> DAY OF JUNE, 2006.**

**FOR:           BOARD OF SCHOOL TRUSTEES**  
**SCHOOL DISTRICT #59 (PEACE RIVER SOUTH)**

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**(Ms. Marilyn Gannon) Personnel Manager   (Ms. Kim Maurer) Mgr. Human Resources**

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**(Mr. Sam Barber) Operations Manager**

**FOR:           TEAMSTERS LOCAL UNION 31**

**(Mr. John Ellis) Business Agent**

**(Mr. Colin McLean)**

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**(Mr. Allan Sutton)**

**LETTER OF UNDERSTANDING #6**  
**BETWEEN**  
**SCHOOL DISTRICT #59 (PEACE RIVER SOUTH)**  
**AND**  
**TEAMSTERS LOCAL UNION NO. 31**

**RE: RED CIRCLED EMPLOYEES FOR TRAVEL ALLOWANCE**

Laura Morris will be red circled and paid at the current language of \$4.50 per trip and \$.30 per kilometer for her assignment at Little Prairie Elementary and ATEC where she is required to use her own vehicle as required by the Employer to travel between the worksites.

Barbara Linsley will be red circled and paid at the current language of \$4.50 per trip and \$.30 per kilometer for her assignment at Facilities Department, the Massey Building and the Bus Garage where she is required to use her own vehicle as required by the Employer to travel between the worksites. No payment will be made for travel between her assignment at Ecole Frank Ross and the Facilities Department, the Massey Building and the Bus Garage as she bid those positions separately.

**Section 5 - Travel Allowance**

Employees required to use their own vehicles for the employer shall receive four dollars and fifty cents (\$4.50) per trip of fifteen kilometers or less. Trips in excess of fifteen kilometers shall be paid at the rate of thirty cents (.30) per kilometer. The travel allowance payment will be paid monthly if the amount owed is \$ 15.00 or more. If the amount of travel allowance payment is less than \$ 15.00, the allowance will be paid when the amount equals \$ 15.00 or on a quarterly basis, whichever comes first.

**DATED AT DAWSON CREEK, B.C., THIS 6<sup>th</sup> DAY OF JUNE, 2006.**

**FOR: BOARD OF SCHOOL TRUSTEES**  
**SCHOOL DISTRICT #59 (PEACE RIVER SOUTH)**

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**(Mr. Sam Barber) Operations Manager**

**FOR: TEAMSTERS LOCAL UNION 31**

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**(Mr. John Ellis) Business Agent**

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**(Mr. Colin McLean)**

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**(Mr. Allan Sutton)**