

*CUPE Local 2052
Collective
Agreement*

Revised Spring/ Summer 2004

COLLECTIVE AGREEMENT

Between

**THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO.82
(COAST MOUNTAINS)**

And

**CANADIAN Union OF PUBLIC EMPLOYEES
LOCAL 2052**

**July 1, 1994 – June 30, 1997
(Updated April 19, 1999)
July 1, 1997 June 30, 2003**

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**AGREEMENT BETWEEN:
THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO.82 (COAST MOUNTAINS)**

(hereinafter called the "Board")

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2052**

(hereinafter called the "Union")

ARTICLE I PREAMBLE

1.01 Purpose

It is the purpose of both Parties to this Agreement:

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

1.02 Methods

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

ARTICLE 2 MANAGEMENT RIGHTS

2.01 Management and Direction

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

2.02 Hiring and Discipline

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

2.03 Supervisory Staff

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

2.04 Exercising of Rights

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

2.05 Board Shall Not Discriminate

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

2.06 Non-sexist Environment

The Board and the Union agree that they will not condone and will not tolerate any expression of sexism.

2.07 Racism

The Board and the Union agree that they will not condone and will not tolerate any expression of racism in the workplace.

ARTICLE 3 RECOGNITION AND NEGOTIATION

3.01 Recognition of the Canadian Union of Public Employees

The Board recognizes the Canadian Union of Public Employees and its Local 2052, as the sole and exclusive collective bargaining agent for all of its employees as certified by the British Columbia Labour Relations Board.

3.02 No Other Agreements

No employee or group of employees shall be required or permitted to make a

written or verbal agreement with the Board or its representatives which may conflict with the terms of this Collective Agreement.

3.03 Exclusions

The following positions are excluded from the terms and conditions of this Collective Agreement:

Executive Secretary to the Secretary Treasurer

Executive Secretary to the Superintendent of Schools

Secretary to the Director of **Personnel Services** *Human Resources and Labour Relations*

Accountant

Assistant Secretary Treasurer

Purchasing Agent

Resource Centre Co-coordinator

Theatre Manager

Maintenance Superintendent

Maintenance Supervisor

Custodial Supervisor 1--

3.04 Representative of Canadian Union

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

3.05 Representation

The Union shall provide the Board with the names of officers, stewards, committee members and representatives with whom the Board may be required to meet. The Board shall likewise provide the Union with the names of its officers and committee members and representatives with whom the Union may be required to meet.

ARTICLE 4

UNION MEMBERSHIP REQUIREMENTS

4.01 Union Membership

All employees who, at the date of signing of this Agreement are members of the Union, or any employee who hereafter during the life of this Agreement becomes a member, shall as a condition of continued employment maintain membership in good standing with the Union.

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

ARTICLE 5 CHECK-OFF OF UNION DUES

5.01 Check-off Payments

As a condition of employment, every employee shall sign a check-off form authorizing the Board to deduct from their earnings and pay to the Union any dues, initiation fees or assessments legally levied by the Union, Employees who are not required to join the Union shall authorize the Board to deduct from their earnings and pay to the Union an amount equivalent to Union dues. Dues deductions shall commence upon the date of hire of a new employee. All other employees will authorize deductions and deductions will commence no later than thirty (30) calendar days from the signing date of the Collective Agreement. The Board shall remit the dues deducted pursuant to such assignment to the Treasurer of the Union not later than the fifteenth (15th) of the month following in which deductions were made, with a written statement of names of the employees for whom the deductions were made and the amount of each deduction.

5.02 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Board shall type on the amount of Union dues paid by each Union member in the previous year.

5.03 Notification

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

ARTICLE 6 NEW EMPLOYEES

6.01 Advisement of Collective Agreement

The Board agrees to advise new employees that a Union Agreement is in effect, to provide them with a copy of the Collective Agreement and to advise them of the name of their Union Steward or Representative. Every employee shall be notified of the name of the employee's immediate designated supervisor(s).

ARTICLE 7 CORRESPONDENCES

7.01 Passing of Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Secretary-Treasurer of the Board and the President of the Union with copies, for information, as may be requested by the Union.

ARTICLE 8 LABOUR MANAGEMENT LIAISON MEETINGS

8.01 Request of a Joint Meeting

The Board or the Union may request a joint meeting to discuss matters of mutual concern regarding the application, interpretation or implementation of the Collective Agreement. The Committee shall not supersede the activities of other committees and does not have the power to bind either the Union or its members or the Board to any decision.

8.02 Committee Meetings

Except as elsewhere provided, when the Board requires the attendance of a Union member at a committee meeting held during the member's regular working hours, the Union member may attend without loss of remuneration.

ARTICLE 9 LABOUR MANAGEMENT BARGAINING RELATIONS

9.01 Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed of not more than six (6) members of the Union. The Union shall advise the Board of the Union nominees to the Committee.

9.02 Function of the Bargaining Committee

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

9.03 Time off For Meetings

Up to six (6) representatives of the Union on the Bargaining Committee, who are in the employ of the Board, shall have the right to attend meetings held within working hours without loss of remuneration. The Union shall reimburse the Board

for wages and benefits for the fourth, fifth and sixth representatives.

ARTICLE 10 EMPLOYEE DEFINITIONS

10.01 Probationary Employee

Probationary employee shall be defined as a person who is serving a probationary period of sixty-five (65) working days, for a regular appointment with the Board.

10.02 Casual Employee

Casual employee shall be defined as a person who is employed on a day-to-day basis and who has an anticipated termination date. A casual employee shall usually be hired as a temporary replacement necessitated by illness, injury, leave of absence, vacation or temporary filling of a vacancy. In all cases, duration of employment shall not exceed sixty (60) continuous working days, unless the period is extended by mutual agreement. Such extension shall not be unreasonably withheld. Casual employees shall only be entitled to the provisions of this Agreement relating to wage rates, hours of work, rest periods and those articles of this agreement specifically referring to casuals, and those benefits to which they are entitled by virtue of Federal or Provincial Government statutes.

10.03 Long-Term Casual Employee

Long-term casual employee shall be defined as an employee who is employed to fill a temporarily existing position. A long-term casual employee shall be employed for a fixed or indefinite period, of three (3) months or more, as a replacement necessitated by illness, injury, leave of absence and, in the case of a fixed period assignment, that period may be extended by mutual written agreement. Long-term casual employees shall be entitled to all provisions of the agreement applicable to regular employees except Article 16 and Article 22.

10.04 Regular Employee

Regular employee shall be defined as a person who has satisfactorily completed sixty-five (65) working days service with the Board and who is employed on a regular full-time or part-time basis and includes those employees assigned to normal ten (10) month positions. Regular part-time employees, working fifteen (15) hours or more a week, shall receive benefit entitlement equal to full-time employees except as otherwise specified.

10.05 Regular Employee Former CUPE Local 2052 (Kitimat)

Clause 9.2(f) of former CUPE Local 2052 (Kitimat) shall continue to apply to the employees of former CUPE Local 2052 of former School District No. 80 (Kitimat) who are employed on February 28, 1999 (See **Article** Attachment C). It reads as follows:

An employee originally classified as Regular Full-time who, through an action of the Board is reduced to Regular Part-time, shall continue to be recognized as Regular Full-time.

10.06 Noon Hour Supervisors

Noon Hour Supervisors are those employees, who, having completed the probationary period, work a minimum of one (1) hour per day as a noon hour supervisor.

ARTICLE 11 GRIEVANCE PROCEDURES

11.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, a Steward may assist an employee whom the Steward represents in preparing and presenting a grievance, in accordance with the grievance procedure.

11.02 Names of Stewards and Grievance Committee

The Union shall notify the Board in writing of the name of each Steward and the name of the Chief Steward. The Union will notify the Board of the members on the Grievance Committee.

11.03 Permission to Leave Work

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

11.04 Grievances and Replies in Writing

Grievances and replies to grievances shall be in writing at all stages.

11.05 Definition of Grievance

A grievance is defined as any difference that arises between the parties out of the interpretation, application, operation or any alleged violation of this Agreement, including any difference arising from the suspension or dismissal of any employee and including any question or difference as to whether the matter is arbitrable.

Such question or difference shall be finally and conclusively settled without stoppage of work in the following manner:

Informal Stage:

The employee shall first seek to settle the grievance through discussion with the employee's supervisor. A representative of the Union may be present at the option of the employee. If the grievance is not resolved the matter shall proceed to Step 1 of the grievance procedure.

Step 1 . The difference or grievance shall be reduced to writing and shall be presented by the Union to the employee's supervisor. At each step of the grievance procedure the grievor shall have the right to be present.

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

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

11.06 Group Grievance

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

11.07 Time Limits

If a dispute is not submitted within thirty (30) calendar days after the occurrence of the act or decision giving rise to the dispute, then the dispute shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end. If a grievance has not advanced to the next stage under Step 2 or 3 within fourteen (14) days after completion of the preceding stage, then the grievance shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end.

11.08 Unsafe Working Conditions

A claim by an employee or a group of employees that they are working under unsafe working conditions shall be investigated as quickly as possible by the Board. No employee shall be required to work on an assignment which is unsafe. Such employee(s) shall not be subject to disciplinary action and temporary alternative work at no loss in pay shall be provided until the matter is resolved.

11.09 Management Grievance

The Board shall have equal access to all sections of the grievance procedure., 1~1~

11.10 Section **1034** of the Labour Relations Code

Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, Vince Ready or a substitute agreed to by the parties, shall at the request of either party:

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request; and, for those five (5) days from that date, time does not run in respect of the grievance procedure.

The Minister of Finance on the Minister's requisition, shall pay out of the consolidated revenue fund one-third (1/3) of the cost incurred by the parties for payment of reasonable remuneration, traveling and out-of-pocket expenses of the person named or the named person's substitute,

Where the Board and the Union mutually agree to the use of Section **1034** the recommendations of the investigator shall be binding on both parties.

Article 12 ARBITRATION PROCEDURE

12.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing, addressed to the other party **to** the Agreement. Within five (5) days thereafter, each party shall name an arbitrator to an arbitration board and notify the other party of the name and address of its appointee.

If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a chair within five (5) days, the appointment shall be made by the Minister of Labour upon request of either party. By mutual agreement of the Union and the Board, a single arbitrator may be appointed by the parties.

12.02 Board Procedure

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

12.03 Decision of the Board

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

12.04 Expenses of the Board

Each party shall pay:

- (a) the fees and expenses of the arbitrator it appoints;
- (b) one-half (½) the fees and expenses of the chair.

12.05 Amending of Time Limits

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

12.06 Witnesses

At any stage of the grievance or arbitration procedures, the parties may have the assistance of the employee(s) concerned as witnesses, and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or arbitrator(s)

ARTICLE 13 DISCHARGE, SUSPENSION AND DISCIPLINE

13.01 Right to have a Union Representative Present

An employee shall have the right to have his Steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance in order that the employee may contact his Steward. The Steward or other Union representative shall be present at the interview.

13.02 Warnings

Whenever the Board or its authorized agent deems it necessary to censure an employee, in writing, in a manner indicating that dismissal or discipline may follow any further infraction or may follow if such employee fails to bring the employee's work up to a required standard by a given date, the Board shall, within five (5) days, send a copy to the President of the Union.

13.03 Burden of Proof

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

13.04 Crossing of Picket Lines During Strike

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

13.05 Personnel File

An employee upon providing reasonable notice to the Secretary Treasurer of the Board or designate, shall be granted access to the employee's personnel file. Employees shall be permitted to insert written, signed and dated comments regarding information contained in their file. Due to the confidential nature of these files, access for persons other than the employee will be as authorized by the Secretary Treasurer or designate.

The Board agrees that only material relevant to the employment of the employee shall be maintained in personnel files. An employee may request removal of material on the basis that it is not factually correct, relevant, or, in the case of material related to performance or conduct, timely. In the event that the Board does not agree to removal of specified material, the employee may file a grievance pursuant to Article 11 of this Agreement.

There shall be only one (1) personnel file for each employee, which shall be maintained at the School Board office in the custody of the Secretary Treasurer.

ARTICLE 14 SENIORITY

14.01 Principle

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

14.02 Probation for Newly Hired Employees

A newly hired employee shall be on probation for a period of sixty-five (65) working days from the date of hiring, during which time the employee shall be considered temporary with no seniority rights.

Upon successful completion of the probationary period, the employee's regular seniority shall be backdated to the date of hire in the regular position.

14.03 Seniority List

The Board shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Secretary of the Union on November 1St of each year.

14.04 No Loss of Seniority

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

14.05 Loss of Seniority

An employee shall only lose seniority in the event the employee:

- (a) is discharged for just cause and is not reinstated.
- (b) resigns.
- (c) is absent from work in excess of three (3) working days without sufficient cause or without notifying the employee's Supervisor, unless such notice was not reasonably possible.
- (d) fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Board informed of the employee's current address.
- (e) is laid off for a period longer than twelve (12) months
- (f) is laid off for a period longer than thirty-six (36) months. (Former CUPE Local 2052, Kitimat)

Clause 14.05 (f) is Clause 10.5 (d) of the collective agreement covering employees of former CUPE Local 2052 of former School District No. 80 (Kitimat). It shall continue to apply until January 1, 2003 to employees of former CUPE Local 2052 of former School District No. 80 (Kitimat) who are employed or are presently on layoff status on February 28, 1999. Effective January 2, 2003 this Clause will no longer apply.

14.06 Transfers and Seniority Outside of Bargaining Unit

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

14.07 **Casual Service Credits** Secondary Seniority Credits

Casual employees and **Long-Term** casual employees shall accumulate on a shift-worked basis. After a casual or long-term casual accumulates ninety (90) shifts /service—credit the employee shall use service-~~€~~~ffs **Secondary Seniority Credits** when applying for a regular or long-term casual position with the Board, within the first / days of the posting.

(a) The Board shall consider applicants in the following order:

1. regular employees

2- casual and long-term casuals with service- **secondary seniority** credits
3- outside applicants~ and casuals **and long-term casuals without** service **secondary seniority** credits

(b) The Board when considering casual and long-term casual employees with service X **secondary seniority** credits for a posted position shall apply Article 15.05.

(c) When a casual or long-term casual employee successfully completes the probationary period in a regular position then the service **secondary seniority** ~credits as a casual or long-term casual shall be converted to a retroactive date and regular seniority shall then be from that calculated date.

(d) A casual or long-term casual! employee who does not have service credits shall be considered as an outside applicant pursuant to Article 15.05.

(d) For the purpose of assigning temporary work, pursuant to Article 10.03. or casual work, a single secondary seniority credit list shall be established as of

October 15 in each school year. That same list shall remain in full force and effect for the duration of the year.

(e) Casual and long-term casual employees will be called in order of secondary seniority credits subject to the employee having the required skill, qualifications and ability to Perform the work available in the geographical area in which they work. Should the employer be unable to contact the casual or long-term casual employee with the most secondary

seniority credits in the geographical area in which they work, then the next most senior qualified casual or long-term casual employee in the geographical area in which they work will be called for the assignment. When an employee is reached by the call-out clerk he/she must respond immediately if at home, If the employee is reached by pager, voice mail, or answering machine they must respond within ten (10) minutes as to their availability.

- (f) (i) Should a casual or long-term casual employee refuse five (5) assignments in their geographical area in the school year, except in cases of emergency, without having first informed (in writing), the employee's supervisor (or supervisor in last place of employment) with a copy to the department of Human Resources, of their unavailability, then that employee shall be removed from the call-in-list for the remainder of the school year but may apply for reinstatement to the list the following year.
- (ii) A casual or long-term casual employee may declare themselves unavailable for up to eight (8) weeks per calendar year (or a longer period with approval in advance) for the purposes of a vacation by contacting the employer (the employee's supervisor with a copy to the Department of Human Resources) and providing at least one (1) week advance notice. Such notice shall be in writing and shall specify the dates when the employee is not available.
- (g) Wherever possible, casual or long-term casual employees will be given notice at least three (3) working days before the end of a temporary assignment. Once a temporary assignment has ended, the employee will revert to casual employee status and be available for on-call assignments.

(Ii) Secondary Seniority Credits will be lost if:

- i) A casual or long-term casual employee refuses five (5) calls in the school year in keeping with the foregoing provisions of this Article
- ii) The employment relationship is terminated for any reason.

14.08 Casual and Temporary Employees - Former CUPE Local 2052 (Kitimat)

Casual and temporary employees who are on the casual or temporary list on February 28, 1999 and have not accumulated ninety (90) shifts of service credits in accordance with Clause 14.07 of the collective agreement covering employees of former CURE, Local 2831 of former School District No. 88 (Terrace), shall have Clause 9.7 of the collective agreement covering employees of former CURE, Local 2052 of former School District No. 80 (Kitimat) continue to apply to them (with the exception of the reference in this clause to 11.3 which shall be 15.05) until they acquire ninety (90) shifts of service credit. The parties shall confirm this list of casual and temporary employees in a signed off document which will become Attachment "B" of this Memorandum of

Clause 9.7 of former CURE Local 2052 reads as follows:

Casual Seniority **Secondary Seniority**

Casual and temporary employees will accumulate "casual" seniority on a day-worked basis. Such seniority shall be used only in the following circumstances:

- (a) when competing for a posted vacancy against outside applicants;
- (b) when competing against other casual employees for a posted vacancy.

In either case, Article 11.3 applies, which is as follows:

When a casual or temporary employee successfully completes the probationary period in a regular position, the days worked shall be converted to time and regular seniority shall be effective to that date.

ARTICLE 15 PROMOTIONS AND STAFF CHANGES

15.01 Job Postings

When a vacancy occurs in any classification covered by this Agreement, or in the event of a new position being created, notice thereof shall be posted for ten (10) working days in each work site and a copy shall be mailed to the Secretary of the Union.

In addition to the above, a copy of such posting will be mailed to employees on layoff. It is the responsibility of the employees on layoff to ensure that the Board has their current addresses.

Such postings and notice shall contain the following information: nature and location of the position, required ability, hours of work and wage rate or salary range, and closing date for accepting applications.

Applications must be made in writing. The Union and the internal applicants shall be advised in writing of the names of the successful

applicants within seven (7) days following their appointments.

15.02 Vacancies Occurring in July or August

Vacancies occurring in July or August will not be permanently assigned until after school commences in September so that all employees may be aware of the vacancies and make application.

15.03 Temporary Vacancies

This Article shall not apply to temporary replacements necessitated by illness, injury, leave of absence, vacation or temporary filling of vacancies where the anticipated duration of the leave will not be greater than three (3) months. An employee who has been filling a temporary vacancy shall not be confirmed as permanently assigned to that position until the job has been posted and the successful applicant selected in accordance with this Article.

15.04 Trial Period

If the successful applicant is a regular employee, the employee shall be placed on trial for a period of up to thirty (30) working days. This time frame may be extended by mutual agreement of the parties. Conditional on satisfactory service, such trial promotion shall become permanent after the period of thirty (30) working days. In the event the successful applicant proves unsatisfactory in the position or does not wish to continue in the position, the successful applicant shall be returned to the employee's former position at the prevailing rate without loss of seniority, and any other employees promoted or transferred because of the rearrangement of position shall also be transferred to their former position.

15.05 Method of Making Appointments

The Board agrees that seniority shall govern in all cases of promotions, transfers and demotions when the qualifications and ability of the applicants concerned are equal. The Board shall determine qualifications and ability in a fair and equitable manner.

In making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications, skills and abilities to perform the work available.

15.06 Definitions

For the purposes of this Article the following definitions apply:

- (a) Appointment means an action by the Board to hire a new Employee or to

confirm a successful applicant to a position.

- (b) Promotion . means an action by the Board to move an employee to a position in a higher job group than the position the employee presently holds.
- (c) Demotion . means an action by the Board to move an employee to a position in a lower job group than the position the employee presently holds.
- (d) Transfer . means an action by the Board to move an employee to a position in the same job group as the position the employee presently holds.
- (e) Suspension . The temporary removal of an employee, with or without pay, from his position subject to the grievance procedure.
- (f) Dismissal . means an action by the Board to discharge an employee for just cause, subject to the grievance procedure, and the Board is not required to give notice,
- (g) Resignation . means voluntary action by an employee to terminate his employment status with the Board. An employee who wishes to resign shall, whenever possible, give one (1) month's notice of such resignation.
- (h) Retirement . Mandatory withdrawal from employment by an employee on their 65th birthday or at the end of the school year in which they become 65. Employment may however, be continued on a month to month basis by agreement between the Board and the Union.

ARTICLE 16 LAYOFFS AND RECALLS

16.01 Role of Seniority in Layoffs and Bumping

A layoff shall be defined as a reduction in the workforce or a reduction in the regular hours of work of an employee. When an employee's hours of work have been reduced, the employee has the option of retaining the position with the reduced hours.

In the event of a layoff, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority, provided that the remaining staff possess the qualifications required in their respective positions.

Except as provided elsewhere in this Agreement, a regular employee whose hours of work have been reduced or who has been laid off may bump a less senior employee if qualified to perform the work of the less senior employee. The employee shall notify the employee's supervisor, within three (3) working days of

being notified in writing that the employee is being laid off or the employee's hours of work are being reduced, of the employee's intent to bump.

16.02 Recall Procedure

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

16.03 No New Employees

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

16.04 Bumping Restrictions

- (a) A classified Special Services Assistant **Low incidence** who is a regular employee and is assigned one specific student, may be designated for a school year as an employee who cannot be bumped by another employee during that year. The Board and the Union will, by mutual agreement, make such designation(s) as they deem appropriate and, once made, shall be attached as an addendum to this Collective Agreement and shall be valid for that school year. Such mutual agreement shall not be unreasonably withheld. Article 16.04(c) (ii) shall not apply to such a designated employee.

An employee whose hours of work are determined by student enrolment, may not bump another employee by reason of reduced hours caused solely as a result of declining student enrolment, as determined at or near September 30.

- (c) The right to bump an employee with less seniority does not include the right to bump up. However, bumping up in hours will be allowed where:
- (i) an employee has previously worked in a position with more hours, and
 - (ii) an employee has not had an opportunity to bid on the position with more hours. Opportunity does not include verbal notice of intent to reduce an employee's hours of work.

- (d) The right to bump an employee with less seniority includes the right to bump up to a higher paid classification and the right to bump into a position with greater hours of work. (Former CUPE Local 2052, (Kitimat))

Clause 16.04(d) is from Clause 12.4(c) of the collective agreement, covering employees of former CUPE Local 2052 of former School District No. 80 (Kitimat). It shall continue to apply to the employees of former CUPE Local 2052 of former School District No. 80 (Kitimat) who are employed on February 28, 1999 (See **Article Attachment C**).

16.05 Notice of Layoff

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

- (a) Two (2) weeks notice where the employee has completed a period of employment of at least six (6) consecutive months, and
- (b) After the completion of a period of employment of three (3) consecutive years, one (1) additional week's notice, and for each subsequent completed year of employment, an additional week's notice up to a maximum of eight (8) weeks' notice.
- (c) If an employee has not had the opportunity to work the days as provided in this Article, the employee shall be paid for the days for which work was not available.
- (d) The Board is not required to issue to employees who work only for the school year, a notice of layoff for the periods when school is not in session.

16.06 Severance Pay

To satisfy the compensation requirements of the *Public Sector Restraint Act*, exemption clause, severance pay shall be provided to employees on the following basis:

Upon completion of	Severance Pay
Year one	0.8%
Year two	0.8%
Year three	1.6%
Year four	1.6%
Year five	1.6%
Year six and thereafter	3.2%

The above amounts of severance pay are accumulative to a maximum of three (3) months' pay.

Where notice has been given in accordance with Article 16.05, an employee may select severance pay on the date of layoff. Where severance pay has been selected by an employee, all seniority and recall rights are waived. Should the *Public Sector Restraint Act and Regulations* not be effected, there shall be no severance pay rights and this Article shall be void.

16.07 Severance Options Former CUPE Local 2052 (Kitimat)

An employee affected by a permanent layoff shall have the following options:

- (a) To accept recall rights in accordance with this Agreement; or
- (b) To elect to receive severance pay within three (3) calendar years of the stated day of layoff and be considered as self-terminated with no rights under this Agreement as of the day of acceptance of severance pay.

A recall of less than two (2) months shall have no effect upon this Article.

Clause 16.07 is Clause 12.9 from the collective agreement covering employees of former CUPE Local 2052 of former School District No. 80 (Kitimat). Clause 16.07 shall continue to apply until January 1, 2003 to employees of former CUPE Local 2052 of former School District No. 80 (Kitimat) who are employed or are presently on layoff status on February 28, 1999 (See Attachment H). Effective January 2, 2003 this Clause shall no longer apply.

It is understood that an employee cannot receive both the severance pay under this clause as well as the superior sick leave payout of Clause 21.08 of the collective agreement covering employees of former CUPE, Local 2831 of former School District No. 88 (Terrace). Should an employee receive severance pay under this clause, Clause 16.5 (e) of the collective agreement covering employees of former CUPE, Local 2052 of former School District No. 80 (Kitimat) shall instead apply to this employee.

Clause 16.5(e) reads as follows:

Employees terminating service with the Board after ten (10) years, other than due to dismissal for cause, shall receive a cash payment equivalent to ten percent (10%) of their unused sick days to a maximum of twenty-five (25) working days pay. In the event of death, payment shall be made to the employee's estate.

16.08 Severance Pay Former CUPE Local 2052 (Kitimat)

An employee electing to receive severance pay shall receive:

- (a) with less than six (6) months' service .2% of annual earnings;
- (b) with between six (6) months and one year's service .4% of annual earnings;
- (c) with greater than one (1) year's service .5% of annual earnings pro-rated for each years service.

In this clause "annual earnings" means the employee's regular hourly rate at the time of termination times the employee's regularly scheduled annual hours at the time of termination.

Clause 16.08 is Clause 12.10 from the collective agreement covering employees of former CUPE Local 2052 of former School District No. 80 (Kitimat). Clause 16.08 shall continue to apply until January 1, 2003 to employees of former CUPE Local 2052 of former School District No. 80 (Kitimat) who are employed or are presently on layoff status on February 28, 1999. Effective January 2, 2003 this Clause shall no longer apply.

It is understood that an employee cannot receive both the severance pay under this clause as well as the superior sick leave payout of Clause 21.08 of the collective agreement covering employees of former CUPE, Local 2831 of former School District No. 88 (Terrace). Should an employee receive severance pay under this clause, Clause 16.5 (e) of the collective agreement covering employees of former CUPE, Local 2052 of former School District No. 80 (kitimat) shall instead apply to this employee.

Employees terminating service with the Board after ten (10) years other than due to dismissal for cause, shall receive a cash payment equivalent to ten percent (10%) of their unused sick days to a maximum of twenty-five (25) working days pay. In the event of death, payment shall be made to the employee's estate.

ARTICLE 17 HOURS OF WORK

17.01 Regular Daily Hours

Clerical/ Special Education

The regular workday shall consist of a scheduled period of seven (7) hours of work between the hours of 8:00 a.m. and 5:00 p.m., plus a one (1) hour unpaid break for a meal. By mutual agreement between an employee and the employee's supervisor, a meal break may be less than one (1) hour. The Board may require the Central Substitute Call-Out Secretary to commence work at 6:30 a.m.

Custodial

The regular workday for custodial employees shall be eight (8) consecutive hours per day inclusive of a one-half (½) hour break for a meal to be taken on the job. This is not intended to detract from the current practice of employing custodians for less than eight (8) hours.

Maintenance

The regular workday (day shift) shall consist of a scheduled period of eight (8) consecutive hours of work, plus a one-half (½) hour unpaid break for a meal between the hours of 7:00 a.m. and 5:00 p.m. On other shifts the regular workday shall be eight (8) consecutive hours inclusive of a one-half (½) hour break for a

meal to be taken on the job.

This regular maintenance workday may be varied by mutual agreement in writing between the Board and the Union.

Transportation

Transportation employees shall be paid in accordance with their scheduled hours of work. The Board shall schedule warm up, inspection and cleanup time as required.

17.02 Regular Work Week

The regular workweek shall consist of five (5) such days, Monday to Friday inclusive.

The regular workweek may be varied by mutual agreement between the Board and the Union.

17.03 Alternate Work Weeks/Hours of Work

Resource Centre Days of Work

An employee working at the Resource Centre may be scheduled to work five (5) consecutive regular days of work between Monday and Saturday.

Noon Hour Supervisors

Noon Hour Supervisors are those employees, who, having completed the probationary period, work a minimum of one (1) hour per day as a noon hour supervisor.

Correspondence School

An employee working at the Correspondence School may be scheduled to work five (5) consecutive regular days of work between Monday and Saturday.

The regular workday shall consist of a scheduled period of seven (7) hours of work between the hours of 8:00 a.m. and 9:00 p.m. plus a one (1) hour unpaid break for a meal. By mutual agreement between an employee and the employee's supervisor a meal break may be less than one (1) hour. An employee shall not be required to work a split shift.

School Meal Co-ordinator

School Meal Co-ordinator(s) shall be paid at Category No. I and shall be for one (1) hour per day. The additional hours currently worked (1½ .2 hours per month) are agreeable to both Parties. Any further additional hours per month shall be as agreed between the Parties.

Theatre Employees

This clause shall apply only to the geographical area of the former School District No. 80 (Kitimat).

Technical Director

- (a) The regular workweek will be thirty-five (35) hours Monday to Sunday. The hours will be set over the seven (7) day period and may include split shifts. This is a ten (10) month position.
- (b) The employee shall be guaranteed thirty-five (35) hours pay per week at straight time rates regardless of whether the employee is scheduled to work thirty-five (35) hours in that week.
- (c) The employee will be notified of his Monday to Sunday schedule by the end of the shift on the Friday of the preceding week. Any variation to the schedule will be discussed between the employee and the Theatre Co-ordinator.
- (d) It is the intention of the parties that the employee will be provided with forty-eight (48) consecutive hours off, in any workweek subject to the educational and operational needs of the program/theatre.
- (e) Overtime shall be on a voluntary basis only, except in cases of emergency.
- (f) Overtime shall be paid at time and one-half (1½) for all hours worked over thirty-five (35) hours in any workweek.
- (g) Overtime shall be paid at double time (2 times) for all hours worked over forty-two (42) in any workweek.

17.04 Shift Changes

When it is necessary to change an employee's shift, twenty-four (24) hours prior notice shall be provided. When shifts are being changed there must be a minimum

rest period of nine (9) hours between shifts. When an employee does not receive the minimum rest period he shall be paid at overtime rates of pay for all hours worked on the subsequent shift.

17.05 Shift Differential Entitlement

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

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

Shift Differential

Afternoon Shift	\$.0.70 per hour for each hour on the shift
Night Shift	\$.0.85 per hour for each hour on the shift

17.06 Inclement Weather

When the schools are closed due to inclement weather, power failure or hazardous road conditions, the principal shall decide if the employees should report to work. An employee who has been advised not to report or who is sent home, as a result of hazardous road conditions, inclement weather or power failure, shall not suffer loss of earnings for the day(s) which work was not possible.

17.07 Paid Rest Periods

- (a) All employees shall be permitted a fifteen (15) minute rest period, both in the first half and in the second half of a shift, to be taken on the premises at a designated time.
- (b) All Teaching Assistants entitled to rest breaks and to meal breaks shall be entitled to such breaks free from student supervision.
- (c) Rest Breaks Former CUPE Local 2052 (Kitimat)

A full time employee shall be entitled to a paid fifteen (15) minute rest break in each half of his/her shift. A part-time employee shall be entitled to a rest break within each three (3) hours of work.

Clause 17.07(c) is Clause 13.1 of the collective agreement covering employees of former CUPE Local 2052 of former School District No. 80 (Kitimat). It shall apply to employees who are employed in the geographical area of former School District No. 80 (Kitimat).

17.08 Where No Work is Available **Four Hour Minimum Work Day**

An employee reporting for work on any day and being sent home before completing four (1) hours work, shall be paid for four (1) hours at the employee's regular rate of pay. In the event an employee reports for work but is sent home before commencing work, the employee shall be paid for two (2) hours at the employee's regular rate, unless the employee was advised by the Board not to report to work. When Article 17.06 applies, this Article shall not apply.

1. The Employer is committed to providing a minimum of four (4) hours of work for a regular/continuing employee reporting for work and for a temporary employee reporting for work who has Posted into the position.

2. Exemptions from the four (4) hour minimum:

a) student/noon hour supervisors

b) crossing guards

c) small schools with fewer than seventy-five (75) students in which case a two (2) hour minimum will apply

d) other positions by mutual agreement

3. The four (4) hours shall be consecutive but may exclude a lunch period of up to one (1) hour or a shorter period as defined elsewhere in the collective agreement.

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

5. Where posting of additional hours is required, additional hours of less than four (4) hours may be posted as "additional hours" and are available to employees who are able to accept the hours, in addition to their current assignment. Where posting of additional hours is not required, additional hours shall be assigned as per the collective agreement.

6. The four-hour minimum shall begin or continue to be implemented immediately and completed no later than the commencement of the 2001-2002 school year.

7'. A Joint Implementation Committee comprised of six (6) members, three (3) from CUPE Local 2052, and three (3) from School District No. 82 (Coast Mountains) shall be established to deal with the implementation of the four-hour minimum. The Union shall have the right to National Representation on this committee. In order to attain the four-hour minimum for employees who are currently working less than four (4) hours per day, the Committee shall consider:

(a) the combination of positions

(b) the elimination of current positions of less than four (4) hours in duration and the layoff of employees in those positions

(c) the reassignment of hours from positions currently less than four (4) hours

(d) the posting requirements, if any, for combined positions

(e) the applicability of other articles in the collective agreement

(f) whether or not school meal/food services assistants should be listed in the exemptions where they currently work less than four (4) hours per day

(g) the implementation of the four-hour minimum during the 2000-2001 school year as funds are made available from the four-hour minimum fund during the 2000-2001 school year.

(h) which, if any, casual and temporary employees in non-posted positions who report for work should be included in the four-hour minimum work day requirement.

(I) other positions that an exemption may apply to.

In the event the implementation committee cannot agree on implementation, matters may be referred to dispute resolution described in clause #9.

8. The parties shall refer the rate of pay for any combined job arising out of -

the implementation of the four-hour minimum to the Job Evaluation Maintenance Agreement between the parties.

9. The parties shall follow a two (2) step process to resolve disputes over the implementation of the four-hour minimum:

(a) Either party may request that a mediator be appointed by the Labour Relations Board

(b) Failing resolution at mediation, either party may request that Joan Gordon hear the dispute on an expedited basis. The expedited process is intended to be short and concise. Written submissions shall be used and shall be exchanged at least five (5) working days prior to the arbitration. Joan Gordon shall render a decision within twenty-four (24) hours of the hearing. The parties shall equally share the costs of the fees and expenses of the arbitrator. The expedited arbitrator shall have the same powers and authority as an arbitrator established under the B.C. Labour Relations Code. The decisions of the arbitrators are to be limited, in application, to that particular dispute. These decisions shall have no precedential value on other school districts and local unions.

10. Clause 7 and 9 above are applicable during the implementation process and will be in effect until completion of the implementation of the four-hour minimum.

17.09 Assignment of Extra Work

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

17.10 Non Instructional Day (School Term Employees)

The Principal may require clerical staff and assistants to work on a non-instructional day.

17.11 Special Services Assistants

When an assigned student is temporarily absent, the affected Assistant shall be provided alternate work for the days of such absence.

17.12 Redistribution of Custodial Work

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

17.13 Out of Town Bus Trips

- (a) Out of town bus trips shall be done on a volunteer basis and paid at the following round trip rates: (In addition to these rates, the appropriate employee vacation rate will be applied.)

Kitimat	175.00 from Terrace
Terrace	175.00 from Kitimat
Prince Rupert	275.00
Smithers	325.00
Houston	350.00
Hazelton	275.00
Aiyansh	275.00
Prince George	450.00

Any other destinations will be paid at the rate set between the Board and the Union.

- (b) Out of town trips shall be offered firstly to regular bus drivers (the Board shall attempt to distribute trips evenly amongst the staff), secondly to other CUPE employees who are qualified to drive the buses and, thirdly, to other qualified School District employees. It is understood that the offering of out of town bus trips shall be limited to the employees working in the trips originating geographical area of Hazelton/Kitwanga, Stewart, Terrace or Kitimat.
- (c) The Board agrees that it will not require teachers to drive school buses. However, the Board and the Union agree that teachers may voluntarily drive those buses known as "sports buses" to transport students for out-of-town travel.

ARTICLE 18 OVERTIME

18.01 Overtime Entitlement

All overtime work, as authorized by the Secretary-Treasurer, shall be paid as follows:

- (a) All time worked over the regular work day shall be paid for at time and one-half (1½) the regular rate for the first three (3) hours of overtime worked in any one day,

and double (2) the regular rate thereafter until the commencement of the employee's next scheduled shift.
- (b) Overtime work on Saturday or the first day of rest shall be paid at the rate of time and one-half (1½) the employee's regular rate for the first three (3) hours worked and two (2) times the regular rate thereafter.
- (c) Overtime work on Sunday or the second day of rest shall be paid at the rate of two (2) times the regular rate of the employee.
- (d) Overtime is on a voluntary basis. However, when operational needs dictate, if all qualified regular employees refuse the overtime assignment then the most junior regular qualified employee must work the overtime.
- (e) A regular employee will be called for overtime ahead of overtime for a casual employee.

18.02 Overtime for Part-time Employees

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

18.03 Time off in Lieu of Overtime

Instead of cash payment for overtime or callout, an employee may request to receive time off at the appropriate overtime rate at a mutually agreeable time. In the event time off cannot be operationally accommodated by June 30th following the date the overtime was worked, payment shall be made in cash on June 30th.

18.04 Compensation for Work on Paid Holidays

If an employee is required to work on a statutory or public holiday, the employee shall be paid at double the employee's regular hourly rate, plus be given another

day off with pay at a mutually agreeable date in lieu of the statutory holiday.

18.05 Call Out Pay Guarantee

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

ARTICLE 19 STATUTORY HOLIDAYS

19.01 Statutory Holidays

- (a) An eligible employee shall be entitled to a holiday with pay at the employee's regular rate for each of the following statutory holidays:

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

and any other day proclaimed by the Federal, Provincial or Municipal government as a holiday and any special school holiday proclaimed by the Minister of Education. Only employees regularly working within the municipal boundary shall be entitled to a municipal holiday.

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

19.02 Statutory Holidays Kitimat Ten Month Employees

Ten (10) month employees shall be paid for the Canada Day and Labour day holidays but shall not be paid for B.C. Day unless they work one (1) day in the week before and one (1) day in the week after that holiday. Clause 19.02 is Clause 14.1(c) of the collective agreement covering employees of former CUPE Local 2052 of former School District No. 80 (Kitimat). It shall continue to apply to the employees of former CUPE Local 2052 of former School District No. 80 (Kitimat)

who are employed on February 28, 1999 See Attachment C).

19.03 Holidays on Scheduled Days Off

When any of the above-mentioned holidays fall on an employee's scheduled day off, or is observed during an employee's vacation period, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Board.

19.04 When a Holiday Falls on a Non-Working Day

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

ARTICLE 20 VACATIONS

20.01 Length of Vacations **Former CUPE Local 2831 Employees (Terrace)**

Regular Employees

A regular employee shall receive an annual vacation with pay in accordance with the employee's years of employment as follows:

Less than one year of employment

1-¼ working days for each month to a maximum of 15 days
6% of annual earnings

In the 2nd year of employment and each year thereafter

15 working days
6% of annual earnings

In the 6th year of employment and each year thereafter

20 working days
8% of annual earnings

In the 13th year of employment and each year thereafter

25 working days
10% of annual earnings

In the 21st year of employment and each year thereafter

30 working days
12% of annual earnings

A casual employee shall only be entitled to four percent (4%) vacation pay. Vacations shall be taken the year in which they are earned. Annual earnings shall include the previous year's vacation pay.

Length of Vacations Former CUPE Local 2861 Employees (Terrace)

The vacation leave entitlement contained in the following clause 20.01 of the collective agreement covering employees of former CUPE, Local 2861 of former School District No. 88 (Terrace) shall continue to be in effect until January 1, 2000. Effective January 2, 2000, these employees shall fall under the vacation leave entitlement provision of the collective agreement covering employees of former CUPE, Local 2831 of former School District No. 88 (Terrace). If on January 1, 2000, an employee was entitled to a higher increment level of vacation entitlement under Clause 20.01 of the collective agreement covering employees of former CUPE, Local 2861 of former School District No. 88 (Terrace), then those employees shall maintain that higher increment level of vacation; however, they shall only move to a higher increment level of entitlement as dictated by the collective agreement which covers employees of former CUPE, Local 28 former School District No. 88 (Terrace).

A regular employee shall receive an annual vacation with pay in accordance with the employee's years of employment as follows:

Less than one year of employment	1% working days for each month to a maximum of 15 days	6% of annual earnings
In the 2nd year of employment and each Year thereafter	15 working days	6% of annual earnings
In the 6th year of employment and each Year thereafter	20 working days	8% of annual earnings
In the 13th year of employment and each Year thereafter	25 working days	10% of annual earnings
~ea~	30 working days	12% of annual earnings
In the 18 year of employment	35 working days	14% of annual earnings

vacation shall be made on the pay cheques nearest June 30 and

A casual employee shall be entitled to four percent (4%) vacation pay. Vacations shall be taken the year in which they are earned. Annual earnings shall include the previous years

vacation pay

20.01 Length of Vacations CUPE Local 2052 (Kitimat) as follows:

The vacation leave entitlement contained in the following Clause 15.1 of the collective agreement covering employees of former CUPE, Local 2052 of former School District No. 80 (Kitimat) shall continue to be in effect until January 1, 2000. Effective January 2, 2000, these employees shall fall under the vacation leave entitlement provision of the collective agreement covering employees of the former CURE Local 2831 of former School District No. 88 (Terrace). If on January 1, 2000, an employee was entitled to a higher increment level of vacation entitlement under Clause 15.1 of the collective agreement covering employees of former CURE, Local 2052 of former School District No. 80 (Kitimat), then those employees shall maintain that higher increment level of vacation; however, they shall only move to a higher increment level of

Local 2831 of former School District No. 88 (Terrace).

A regular employee shall receive an annual vacation with pay in accordance with the employee's years of employment as follows:

following manner:

(a)

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(b) Employees with one (1) year or more but less than (6) years

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but less than twelve (12) years

(d) Employees with twelve (12) years or more 25 working days

but less than twenty (20) years

(e) Employees with twenty (20) years or more 30 working days

Employees who leave the employment of the Board prior to December 31 in any one year and who have taken their annual vacation, shall be required to repay the employer for unearned vacation which has been taken.

20.02 Part-Time Employees

For the purpose of determining vacation entitlement for regular part-time employees, ten (10) months' employment shall be considered to be equal to a year's service. Regular part-time employees and ten (10) month employees shall receive vacation pay prorated on the basis of hours of work relative to a full-time employee in accordance with the percentages in Article 20.01.

20.03 Leaving Board Service

An employee leaving the service of the Board before taking vacation shall be entitled to a proportionate payment of wages in lieu of such vacation. An employee leaving the service of the Board after taking vacation may be required to repay a proportionate amount. A deceased employee's estate shall be credited with the value of vacation credits owing.

A regular employee, who terminates service before completing one (1) year of service, shall only receive four percent (4%) vacation **effective July 1, 1990**.

20.04 Vacation Period

Vacations shall be taken at a time most convenient to the operation of the School District, subject to Article 20.07 and, where practical, at least three (3) weeks will be granted during the months of July and August, or at a mutually acceptable time arranged between the Board and the employee. In the event of conflicting vacation date preferences, the choice shall be determined in accordance with seniority.

20.05 Approved Leave of Absence During Vacation

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

20.06 Call Back From Vacation

An employee who is called back to work during a vacation period shall be paid at double time rates for all hours worked plus have the vacation day reinstated.

20.07 School Clerical Staff Vacations

Ten (10) month staff will take their annual vacations during Christmas and Spring Breaks when the schools are closed in accordance with the Ministry of Education

School Calendar, unless other mutually agreeable arrangements are made between the employee and the employee's supervisor. Employees entitled to additional days may take them accordingly at the end of the school year.

ARTICLE 21 SICK LEAVE

21.01 Sick Leave Defined

- (a) "Sick Leave" means the period of time a regular employee is permitted to be absent from work with or without pay, by virtue of sickness, unavoidable quarantine or accident for which compensation is not payable under the *Workers' Compensation Act*.
- (b) Regular part-time employees shall receive sick leave prorated in accordance with hours of work per month relative to hours of work of a regular full-time employee.

21.02 Accumulation of Sick Leave

Sick leave shall be granted to regular employees on the basis of one and one-half (1½) days for every month of service. The unused portion of an employee's sick leave shall accrue for the employee's future benefits to a maximum of one hundred and twenty (120) days. A deduction shall be made from accumulated sick leave of all normal working days (exclusive of statutory holidays) absent for sick leave. Ten (10) days of work in any month shall result in the accumulation of one and one-half (1½) days sick leave.

21.03 Sick Leave During Leave of Absence or Layoff

When an employee is given leave of absence for any reason or is laid off on account of lack of work, sick leave credits shall not accumulate for the period of such absence but shall retain cumulative credit.

21.04 Extension of Sick Leave

- (a) An employee who has exhausted sick leave credits or does not qualify for sick leave with pay shall be allowed up to three (3) years leave of absence without pay.
- (b) Where a physician's statement of illness indicates a strong prognosis of imminent recovery, the employee shall be granted extension of the leave for a further six (6) months beyond the leave granted in (a) above, following which the employee shall be deemed terminated for cause.

21.05 Proof of Illness

An employee may be required to produce a certificate from a duly qualified medical practitioner for any illness. The Board shall pay for medical certificates upon presentation of a receipt.

21.06 Sick Leave Records

A record of all unused sick leave shall be kept by the Board. An employee is to be advised on application of the amount of sick leave accrued to the employee's credit.

21.07 Illness in the Family

Where no one in the family other than the employee can provide for the needs, during illness, of an immediate member of the family, an employee may be entitled, after notifying the employee's supervisor, to use a maximum of three (3) accumulated sick leave days per illness for this purpose subject to an annual limit of six (6) days.

21.08 Payment of Unused Sick Leave

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

- (i) 25% of unused sick leave after 10 years of service to a maximum of thirty (30) days;
- (ii) 40% of unused sick leave after 15 years of service to a maximum of forty-eight (48) days;
- (iii) 60% of unused sick leave after 20 years of service to a maximum of seventy-two (72) days.

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

21.09 Sick Leave Credits Former CUPE 2861 (Terrace)

Employees shall carry over any sick leave credits which they currently have in their accumulated sick leave bank.

21.10 Sick Leave Credits Former CUPE Local 2052 (Kitimat)

Employees of the Former School District No. 80 (Kitimat), CUPE Local 2052, shall carry over any sick leave credits which they currently have in their accumulated sick leave bank. If an employee has more than the one hundred and twenty (120) day limit of sick leave credits, the employee shall not accrue any further sick leave credits unless they fall below one hundred and twenty (120) days of sick leave credits. Once they fall below – **one hundred and twenty** (120) days of sick leave credits, they may not accrue above one hundred and twenty (120) days of sick leave credits.

ARTICLE 22 LEAVE OF ABSENCE

22.01 Union Business

The Board agrees to grant time off during any working day to officers of the Union in the employ of the Board for Union business purposes. The Union shall reimburse the Board the employee's regular wages and ten percent (10%) for benefits for such leave.

22.02 Grievance Pay Provisions

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

22.03 Negotiation Pay Provisions

Up to six (6) bargaining representatives in the employ of the District shall have the right of attending collective bargaining meetings with the Board if held during regular working hours, without loss of remuneration. The Union agrees to notify the Board of the names of such employees.

22.04 Leave of Absence for Union Functions

- (a) Upon request to the Board, eight (8) employees elected or appointed to represent the Union at conventions shall be allowed leave of absence. Granting of such leaves shall be contingent on operational requirements and shall not be unreasonably withheld.
- (b) Upon request to the Board, employees may be granted leave of absence to attend executive and committee meetings and seminars of CUPE, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated. Such leave shall not be unreasonably withheld.

- (c) During leave of absence for Union functions, the employer agrees to maintain the employee's regular wages and benefits. The Union shall reimburse the employer the employee's regular wages and ten percent (10%) for benefits for such leave.

22.05 Leave for Full-time Union Officials

An employee who is elected or appointed to a full-time position with the Canadian Union of Public Employees shall be entitled to leave without pay and with retention of seniority accumulation up to the date of commencing leave. Such leave shall be for a period of one (1) year or less if so requested.

Upon return to work, the employee shall be returned to the employee's former job. This leave may be renewed up to a maximum of five (5) years, however, if the leave runs consecutively for more than one (1) year, upon return to work, the Board may place the employee in any position for which the employee is qualified, provided that a full-time employee shall have the right to return to a full-time position.

22.06 Bereavement Leave

An employee shall be granted up to five (5) regularly scheduled consecutive work days leave without loss of salary or wages, in the case of the death of a parent, spouse, common law spouse, brother, sister, child, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law. Reasonable leave of absence may be granted with or without pay for travel and estate affairs. Any other request for bereavement leave shall be considered under Article 22.10. Upon application, and subject to operational requirements, leave shall be granted with pay for up to one (1) day for an employee to attend the funeral of a friend or relative who is not a member of the immediate family. Additional days may be granted without pay for travel where necessary

22.07 Compassionate Leave Former CUPE Local 2052 (Kitimat)

In the event of critical illness (believed to be terminal) in the immediate family and the employee attends to that member of the family he shall be granted leave of absence with pay for five (5) working days plus two (2) working days of travel time if required. Immediate family shall be as defined in the Bereavement Leave Article 22.06 with the addition of step and foster children and step and foster parents.

Clause 22.07 is Clause 17.2 of the collective agreement covering employees of former CUPE Local 2052 of former School District No. 80 (Kitimat). It shall continue to apply to the employees of former CUPE Local 2052 of former School District No. 80 (Kitimat) who are employed on February 28, 1999 (See A4~e

22.08 Maternity|Adoption|Parental Leave

An employee shall have the right, upon written request, to leave of absence for pregnancy and adoption on the following basis:

- (a) An employee shall be granted unpaid leave to a maximum of six (6) months at the employee's option. The employee shall notify the Board at least three (3) weeks prior to returning to the job. The employee shall be placed in the employee's former job, or another which is consistent with the employee's seniority, qualifications and former salary.

Seniority shall continue to accumulate during this leave and upon reinstatement all increments to wages and benefits to which the employee would have been entitled had the leave not been taken shall be reinstated. The Board shall continue to provide its share of coverage and pay its share of premiums for all the employee benefits and pension plan while on maternity leave.

(b) Parental Leave

Parental Leave will be as set out in the Employment Standards Act of B.C. Subject to the Employment Standards Act the Board shall continue to provide its share of coverage and pay its share of the premiums for all the employee's benefits.

- (C) If during the maternity/parental leave or prior to taking either leave, an employee indicates in writing that a longer period of leave is required than allowed above, then upon conclusion of the maternity/parental leave, the employee shall be considered on leave of absence for up to an additional twelve (12) months. The Board will continue to provide coverage for all employee benefit plans, provided the employee pays the premiums. Seniority does not accumulate during this period of leave. The employee shall notify the Board at least four (4) weeks prior to wishing to return to work. The Board shall endeavour to place the employee in a job consistent with the employee's qualifications and seniority which does not result in the layoff or demotion of another employee. The Board is under no obligation to reinstate the employee unless a vacancy occurs. Upon the conclusion of this additional leave, an employee shall be considered on layoff and the provisions of Article 14.05 shall apply.
- (d) Where the pregnancy is terminated before the employee requests leave, the Board shall, on receipt of a medical certificate, grant the employee leave of up to six (6) weeks during which time the benefits of Article 22.07(a) shall apply.

- (e) Where the mother dies before or following the birth of the child or she becomes disabled and a male employee qualifies for benefits under the Unemployment Insurance Act (spousal maternity benefits) the provisions of this Article shall, upon request, be granted to him.
- (f) An employee adopting a child shall be entitled to the provisions as set out in subsections (a) and (b) above.

22.09 Paid Jury or Court Witness Duty Leave

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

22.10 General Leave

The Board may, upon written request, grant leave of absence with or without pay and without loss of seniority to a regular employee requesting such leave for good and sufficient cause. Seniority shall accrue for up to ninety (90) calendar days after which seniority will be retained.

22.11 Leave for Public Duties

The Board recognises the right of employees to participate in public affairs. Upon request to the Secretary Treasurer, an employee shall be granted leave of absence without pay to allow that employee to stand as a candidate in federal, provincial or municipal elections. An employee who is elected to public office shall, upon request, be granted leave of absence without pay and without seniority accumulation during the term of office.

22.12 Medical Care Leave

When medical services and/or medical facilities are not available in the community of residence or work, an employee or the employee's dependants may be referred by a doctor or dentist to a medical practitioner or medical facility in another municipality.

When such referrals are made and the appointment cannot be scheduled in a way that avoids disruption of work or vacation the employee shall be allowed paid leave of absence in order to attend or to accompany dependants if medically required. On request, employees shall show proof of the need for medical care leave. Such leave shall be deducted from the employee's accumulated sick leave.

In such cases, the per diem payable will be in accordance with Board Policy ~ to a maximum of ten (10) days per occurrence. The maximum total expense to the Board will be three thousand dollars (\$3,000) for the term of this agreement.

22.13 Special Leave

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

ARTICLE 23 PAYMENT OF WAGES AND ALLOWANCES

23.01 Pay Days

The Board shall pay wages biweekly, every second Friday, in accordance with Schedule "A" attached hereto and forming part of this Collective Agreement. The Board shall direct deposit the pay cheque of each employee to an account in the bank or credit union of the employee's choice. An employee's pay cheque shall detail hours of work, premiums, rates of pay and each deduction.

23.02 Assignments and Substitutes

An employee who, for a period of one (1) working day or longer, is assigned to or substitutes on any job during the absence of another employee, or who performs the duties of a higher classification, shall receive, from the beginning, the rate as if promoted to the job or the employee's rate, whichever is the greater.

23.03 Vacation Pay Procedure

- (a) Employees shall receive on the last office day preceding commencement of their annual vacation any monies which may fall due during the period of their vacation, if requested by the employee at least two (2) weeks prior to commencement of the vacation.
- (b) Ten (10) month employees shall receive vacation pay on each pay cheque.
- (c) An employee determined percentage of each pay cheque shall be deposited to a separate account if requested in writing by the employee. Only two (2) separate accounts will be allowed at any time.
- (d) The practice for paying vacation pay to ten (10) month employees working in the geographical area of former School District No. 80 (Kitimat), shall continue until the next round of collective bargaining has been completed.

23.04 Increments .Promotion, Demotion

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

23.05 Head Custodian Premium

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

ARTICLE 24 JOB CLASSIFICATION AND RECLASSIFICATION

24.01 Classification Changes and New Positions

When the duties in any classification are substantially changed, or when a new *position* is created, **(the classification shall be subject to the job evaluation process as detailed in the Pay Equity Implementation Agreement (see Appendix A))** the rate of pay shall be subject to negotiation between the Board and the Union. If the parties are unable to agree as to the classification and/or rate of pay of the job in question, such dispute shall be submitted to arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

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ARTICLE 25 EMPLOYEE BENEFITS

25.01 Health Plans

The Board shall pay ninety percent (90%) **one hundred percent (100%)** of the premiums **except for dental which the Board shall pay 90% of the premiums and the employees shall pay ten percent (10%) of the premiums** of the following plans as a condition of employment for those regular employees who have completed their probationary period and do not have other similar coverage,

- (a) B.C. Government Medical Plan .
- (b) Extended Health Benefit Plan (An eyeglass option providing \$200/family member/2 years); (Effective July 1, 1980, premiums paid 100% by Board). Effective July 1, 1995 the Extended Health Benefits plan will include \$1,000,000 maximum benefit per insured.
- (c) Dental Plan which provides 100% A; 60% B; 50% C;
- (d) Medical Travel Benefits (Extended Health Benefit Plan Supplement}- Effective-July 1,1989, premiums paid 100% by Board)

The Board will consult with the Union prior to any change in benefit coverage or insurance carriers.

25.02 Pension

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

25.03 Group Life Insurance

All eligible regular employees who have completed their probationary period shall, as a condition of employment, be covered under the terms and conditions of a group life insurance plan with benefits at two (2) times annual salary. The Board shall pay one hundred percent (100%) of the premium.

25.04 Long Term Disability Plan

- (a) The Board agrees to administer a Union sponsored Long Term Disability Plan for eligible employees. The Plan and carrier shall be determined by the Union.
- (b) Upon completion of the probation period, all regular employees working fifteen (15) or more hours per week and not otherwise covered by a wage loss replacement plan shall participate in the Plan as a condition of employment.
- (c) The Board agrees to deduct the premium from the earnings of each enrolled employee and forward the premiums and required reports once a month to the carrier of the Plan with a copy to the Union.
- (d) Employees employed in the geographical area of former School District No. 80 (Kitimat) shall continue to be covered under the Long Term Disability Plan described in Clause 16.9 of the collective agreement covering employees of former CUPE, Local 2052 of former School District No. 80 (Kitimat), as follows:
The Board agrees to administer a CUPE Local 2052 sponsored Long Term Disability Plan. All regular employees working fifteen or more hours a week shall enroll in the Plan as a condition of

employment During the elimination period and while drawing benefits, a disabled employee shall be considered on approved leave of absence.

25.05 Benefits Trust/LTD/Return to Work

The Parties have agreed to participate in a jointly trusteeed benefits trust and shall place their dental, extended health, group life insurance and accidental death and dismemberment benefit coverage specified in this Article as soon as the trust is able to take on that responsibility.

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

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

Participation in the benefits trust will be in accordance with the Industrial Inquiry

Commissioners Revorts made by Irene Holden and Vincent Ready dated May 30.

2000 and June 7'. 2000 which specify the basis upon which school districts

participate in the trust and as clarified in their Recommendations Regarding

Outstanding Accord Matters dated March 21, 2001 4Aeci~"it—B~
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The Parties further agree to participate in a government funded long-term disability ~lan and early return to work program in accordance with the Industrial Inquiry Commission Report(s) identified in the preceding paragraph.

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

25.056Continuation of Benefits

- (a) The Board shall continue the benefits of Article 25.01 and 25.03 when an employee is absent due to sickness or accident. Payment of the premiums by the Board shall be limited to six (6) months or the length of the employee's service, whichever is the lesser unless receiving WCB top up payments

from sick leave for more than six (6) months, in which case until the top up payments cease.

- (b) The Board shall continue the benefits of Article 25.01 and 25.03 during the summer months, provided the assignment of the employee is on the basis of ten (10) months a year and provided the employee returns to the job in September.
- (c) In other cases, an employee may continue coverage for any of the benefits so long as the employee is on approved leave of absence or retains recall rights, provided the employee pays the entire premium to the Board each month and provided the carrier of the Plan permits such coverage.

25.067 Workers' Compensation Pay Supplement

An employee prevented from performing regular work with the Board on account of an occupational accident that is recognised by the Workers' Compensation Board as compensable within the meaning of the Act, shall upon request receive from the Board the difference between the amount payable by the Workers' Compensation Board and the employee's regular salary. Such difference shall be deducted from the employee's accumulated sick leave, provided the employee has such benefits to the employee's credit. Should the employee have no sick leave to the employee's credit, then the employee shall be entitled only to the amount paid by the Workers' Compensation Board.

25.078 Employee Assistance Program

During the term of this Collective Agreement, the Board and the Union shall design and implement a joint Employee Assistance Program for all employees, including the Teachers' Association. The Board will pay fifty percent (50%) of the cost of this program.

25.089 Reimbursement for Vehicle Damage or Theft

The Board shall reimburse an employee to a maximum of one hundred dollars (\$100.00) deductible on an insurance claim due to theft or vandalism which occurred at the workplace or in the course of employment. An employee who makes a claim for reimbursement must have the claim accepted by the insurance company and must have filed a report with the proper authorities.

25.0910 Registered Retirement Savings Plan (RRSP) . Former CUPE Local 2052 (Kitimat)

The Board, upon written request from an employee, shall deduct an agreed amount from the employee's pay and submit same to the employee's RRSP.

Clause 25.10 is Clause 16.13 of the collective agreement covering employees of former CUPE Local 2052. It shall continue to apply to all employees in former CUPE Local 2052 of former School District No. 80 (Kitimat) who are currently having RRSP deductions made under this clause (See Attachment E). Should an employee decide not to have any RRSP deductions made on his/her behalf in any one school year, their name shall be removed from the list.

ARTICLE 26 VIDEO DISPLAY TERMINALS

26.01 Video Display Terminals (VDT5)

Where a pregnant employee who regularly works with VDT5 requests a transfer away from the equipment for medical reasons and where the Board can accommodate it, the Board will grant such a transfer. If the transfer cannot be arranged the employee may take an unpaid leave of absence until she qualifies for maternity leave. Upon qualifying for maternity leave the benefits of Article 22.08 shall be initiated.

ARTICLE 27 SAFETY AND HEALTH

27.01 Clothing

The Board shall provide and clean all protective clothing, coveralls and gloves as required. When the Board requires an employee to wear safety footwear, the Board shall pay fifty percent (50%) of the cost of such footwear.

27.02 Clothing Former CUPE Local 2052 (Kitimat)

The Board shall provide suitable wet weather clothing for employees working in the rain or snow. The wet weather clothing supplied to Teaching Assistants and Noon Hour Supervisors shall be stored at each school. The Board shall also provide reflective safety vests when the employee's working conditions warrant them.

Clause 27.02 is 20.1(a) of the collective agreement covering employees of former CUPE Local 2052 of former School District No. 80 (Kitimat). Employees employed in the geographical area of former School District No. 80 (Kitimat) shall continue to be covered by Clause 27.02.

27.03 Injury Pay Provisions

An employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at the employee's regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further

work on that shift. An employee who has received payment under this section, for a compensable injury, shall receive payment for time necessarily spent for further medical treatment of the injury during regularly scheduled working hours, subsequent to the day of the accident, when W.C.B. does not provide for wage loss.

27.04 Transportation of Accident Victims

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

27.05 District Safety Committee

- (a) The Local shall appoint three (3) members to the School District Safety Committee.
- (b) The Committee shall conduct its affairs in accordance with WCB Regulations.
- (c) Chair and Secretary

The chair and secretary shall be elected from and by the members of the committee. Where the chair is a Board member, the secretary shall be an employee member and vice versa.

- (d) Meetings of the Committee

The Health and Safety Committee shall meet regularly and review and recommend on matters either raised or referred to that pertain to health and safety.

- (e) Safe and Healthful Place of Work and Learning

The Health and Safety Committee shall assist in creating a safe and healthful place of work and learning.

- (f) Responsibilities of the Committee

The Committee shall:

- (i) determine that regular inspections of the places of employment are

carried out as required by Regulation 8.08 of the Industrial Health and Safety Regulations, Workers' Compensation Board of British Columbia.

- (ii) upon request, review the provision of health services as outlined in the School Act.
- (iii) recommend measures required to attain compliance with the School Act, the Industrial Safety Regulations and the Workers' Compensation Act and the correction of hazardous conditions.
- (iv) consider recommendations from site committees and recommend implementation where warranted.
- (v) hold no less than three (3) meetings per year at mutually agreeable times and dates. If meetings are held during school hours, release time at Board expense shall be allowed for employees who are members of the Committee. The Committee shall review:
 - (a) reports of current accidents, their causes, and means of prevention.
 - (b) remedial action taken or required by the reports of investigations and inspections.
 - (c) any other matters pertinent to health and safety.
- (g) Minutes of meetings

The Health and Safety Committee shall maintain minutes of the meetings and circulate these minutes to the appropriate parties.

27.06 Workplace Violence

- (a) definition of violence: Any incident in which an employee is abused, threatened or assaulted during the course of employment.
- (b) reporting violent incidents: The Board and the Union agree to encourage the reporting of all incidents of violence.
- (c) the Labour Management Committee will review the subject of workplace violence during the term of this Agreement.

27.07 Situations of Immediate Danger

Where a situation is of immediate danger to an employee or student, the employee shall act judiciously to mitigate the danger and then report the situation to the appropriate Administrative Officer. The employee shall be advised of the actions taken to ensure the situation is remedied.

27.08 Health and Safety Problems

Other specific health and safety problems shall be reported to the appropriate Administrative Officer and may also be referred to the Health and Safety Committee through the site committee.

27.09 First Aid Certificate Former CUPE Local 2052 (Kitimat)

- (a) The Board shall pay to all employees who hold a valid Level I First Aid Certificate twenty dollars (\$20.00) per month.
- (b) The Board agrees to reimburse any bargaining unit members who have successfully completed a course recognized by WCB Occupational First Aid Regulations, the cost of tuition and course materials. Where the Board requests an employee to take a course, the Board shall prepay such costs. Clause 27.09 is Clause **18.4** of the collective agreement covering employees of former CUPE Local 2052 of former School District No. 80 (Kitimat)The clause shall continue to apply to all employees who are currently receiving the first aid or industrial first aid allowance under this clause.

27.10 Industrial First Aid Certificate Former CUPE Local 2052 (Kitimat)

The Board shall pay up to two (2) employees who hold valid and subsisting Workers' Compensation Board Industrial First Aid Certificates and who are employed at Mount Elizabeth Secondary School, a premium of fifty dollars (\$50.00) per month.

The employees shall be selected for this on a "first come first served" basis in the order in which they file copies of their certificates with the Secretary-Treasurer.

Clause 27.10 is Clause 18.5 of the collective agreement covering employees of former CUPE Local 2052 of former School District No. 80 (Kitimat). The clause shall continue to apply to all employees who are currently receiving the first aid or industrial first aid allowance under this clause.

ARTICLE 28 TECHNOLOGICAL CHANGE

28.01 Definition

"Technological change" means:

- (a) The introduction by the Board of a change in its work, undertaking or business, or a change in its equipment or material from the equipment or

material previously used by the Board in its work, undertaking or business,
or

- (b) A change in the manner the Board carries on its work, undertaking or business (related to the introduction of that equipment or material).

28.02 Advance Notice

Three (3) months before the introduction of technological change the Board shall notify the Union of the proposed change. The Board and the Union will meet to discuss the changes and the measures if any to be taken by the Board and the Union to protect the employees from anticipated adverse effects.

28.03 Income Protection and Transfers

A regular employee who is displaced shall be offered an opportunity to bid on jobs held by employees with less seniority, providing the displaced employee possesses the qualifications required of the job held by the junior employee. An employee placed in a lower-rated position as a result of technological change shall not have wages reduced but shall continue to receive the employee's old rate until such time as the Collective Agreement rate for the employee's new position is equal to the employee's actual rate of pay. An employee whose services are terminated by the Board because of technological change shall be entitled to severance pay equivalent to one (1) week's pay for each year of service.

28.04 Training Benefits

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

ARTICLE 29 GENERAL CONDITIONS

29.01 Courses of Instruction

An employee requested by the Board to take training to update or upgrade skills or to learn new skills shall receive reasonable notice of such required training.

The Board shall pay the following related expenses:

- (i) required registration/tuition fees;
- (ii) necessary books and materials;
- (iii) travel, meals, accommodation in accordance with Board policy.

The employee agreeing to take such training shall do so without loss of pay and without

loss of benefits.

29.02 Harassment

The Parties agree that all persons have the right to work without harassment. A claim of harassment by an employee shall be considered a grievance.

29.03 Intra-District Communications and Bulletin Boards

The Board shall supply bulletin boards in the schools, Board office, District office, Maintenance Shops and Resource Centre so that the Union may post information of interest to its members. The Union has the right to circulate information via the interschool delivery service, district fax machines (for receiving information only), and such information shall be posted on the CUPE bulletin board as soon as possible after receipt.

29.04 Copies of Agreement

The Board and the Union agree to print the Agreement in booklet form and share in the costs.

29.05 Work of the Bargaining Unit

(a) Contracting Out

No regular employee shall be laid off or have regular income reduced as a consequence of contracting out of work or services normally performed by members of the bargaining unit.

(b) Volunteers

No regular member of the bargaining unit will be laid off as a result of the use of volunteers and volunteers will not be used to displace hours held by existing CUPE employees.

(c) Work of the Bargaining Unit

Work customarily performed by the employees in the bargaining unit shall not be done by other employees of the Board, except for the purpose of development, audit, quality control, on-the-job training, instruction of employees or in cases of emergency.

29.06 Professional Development

(a) The Board agrees to allow employees covered by this Agreement to conduct an in-service training seminar on a day designated as professional

development for teachers. The date and agenda shall be subject to the approval of the Secretary-Treasurer. An employee attending such a seminar shall be paid the employee's regular wages for that day. All employees may attend this CUPE professional development day.

It is understood that in special circumstances the Administrative Officer may request that a specific employee remain at the employee's work site for that day. Any dispute arising from this provision shall be dealt with beginning at Step 2 of the grievance procedure.

- (b) The Board will deposit three thousand dollars (\$3,000) annually to a fund for jobrelated professional development. This amount of three thousand dollars (\$3,000) will be matched by the Union. The Union will give the Board an accounting of the money spent annually and invite a trustee to sit on the Union Professional Development Committee.

- It is noted that the current one thousand dollars (\$1,000) being offered by the Board for the CUPE Professional Development Day will continue.

2907 Use of School Facilities

The Union shall have the right to use School Board facilities and equipment for meetings and other Union activities in accordance with Board policy on the use of school facilities and subject to normal booking procedures.

29.08 Pre-Retirement Seminar

The Board may grant a leave of absence without pay and without loss of benefits of two (2) days to employees with a minimum of ten (10) years service with the Board and who are age forty (40) or more, to attend the CUPE pre-retirement seminar. The Union will pay registration fees.

If the above approved seminar falls on a non-instructional day, the employee shall receive the employee's regular wages for the day when attending the seminar.

29.09 Medical Procedures

Employees requested to perform medical/health procedures in accordance with Level II of the Province of British Columbia Protocol Agreement. In school support for special needs student shall be given child-specific training by appropriate professional health personnel. A record of such training shall be maintained by the employee and the Board.

There shall be on-going re-evaluation of the training, and there shall be updates to the training as required by the Board.

Where practicable there shall be a trained alternate.

29.10 Medication

Employees shall be responsible for the administration of medications 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) The Northwest Community Health Services Society has been informed and a medical alert card completed;
- (c) The employee has been trained by staff from the Health Unit in the administration of the medication and possible side effects;
- (d) The medication is stored in a locked storage place;
- (e) The medication is supplied in blister packages if possible;
- (f) Records are kept detailing the administration of the medication.

29.11 Injections and Inoculations

- (a) All new employees shall be required to undergo a TB test.
- (b) Employees who wish to receive flu shots but do not qualify for such flu shots through the Health Unit, shall have the cost of the shot paid by the Board. However, the employee shall schedule such shots on his own time.
- (c) The Board will set aside six hundred dollars (\$600.00) annually for employees who wish to receive the Hepatitis "B" vaccination series at the same time as students. Allocations of these funds shall be on a first-come first-served basis,

29.12 Examination of Students

The examination of students for communicable diseases or infestations shall not be the responsibility of a member of the bargaining unit. However, an employee who suspects a child may have a communicable disease or infestation shall report the concern to an administrator for investigation.

29.13 Indemnification

The School Board agrees to defend, save harmless, and indemnify all CURE Local 2052 employees from any proceedings which may be brought against them and which arise from the lawful performance of their duties.

29.14 Employee Absence

When an employee is going to be absent from work the employee will contact the appropriate administration representative or designate.

29.15 Board Meetings

The Board shall provide agendas and minutes of all public Board meetings and all attachments thereto at the time of distribution to the Board.

29.16 PACES Day-care Facility

PACES Day-care facility to be provided services by bargaining unit.

ARTICLE 30 GENERAL

30.01 Plural or Feminine Terms May Apply

Wherever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the Party or Parties so require.

ARTICLE 31 TERM OF AGREEMENT

31.01 Duration

This Agreement shall be binding and remain in effect from July 1, 1-9941997 to June 30, 1-9972003 and shall continue from year to year thereafter unless either Party gives to the other Party notice to commence collective bargaining in accordance with the *British Columbia Labour Relations Code*.

SIGNATURE PAGE

SIGNED THIS _____ DAY OF

**FOR AND ON BEHALF OF:
SCHOOL DISTRICT NO.82
(COAST MOUNTAINS)**

7

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CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2052

SCHEDULE "A"

1997 Wage Rates

Classification	April 1, 1997 Rate of Pay (With Pay Equity Lift #1)		1997 Target Rate of Pay	
	Start Rate	After Two Years	Start Rate	After Two Years
Accounts Clerk Seconda	\$18.38		\$19.80	
Accounts Pa able Clerk	\$18.73		\$20.18	
Administrative Secreta	\$20.36		\$20.25	
Administrative Secretary Assistant Su erintendent	\$18.73		\$20.21	
Administrative Secreta Student Su ort	\$18.73		\$20.25	
Attendance Clerk	\$17.74		\$19.14	
Bookkee er	\$16.47		\$19.80	
Bookkee er 2	\$20.26		\$20.18	
Bus Driver I K	19.55/20.03		\$19.79	
Car enter T	\$21.49			
Car enter K	\$23.26			
Clerical Coordinator	\$18.73		\$19.77	
Clerical/TA KCH	\$17.20		\$20.12	
Crossin Guard	\$9.78		\$16.00	
Custodian T / K	16.69/18.21		\$19.08	
Data Processin Clerk	\$18.28		\$19.25	
Electrician K	\$23.26			
Electronics Technician	\$21.49			
First Nations Su ort Worker	\$19.37		\$20.48	
Foreman K	\$24.40			
General Maintenance	\$17.62			
General Maintenance/Heatin	\$19.53			
Head Custodian I K	16.69/19.46		\$19.48	
Homeschool Coordinator	\$16.47		\$20.48	
KCH Food TA	\$17.76		\$19.51	
Ke 0 erator	\$16.47		\$19.73	
Libra Assistant	\$15.47		\$19.44	
Libra Clerk	\$17.20		\$19.44	
Locksmith	\$21.49			
Maintenance I K	\$22.65			
Maintenance II K	\$21.13			
Noon HourSu ervisor 1K	11.56/15.67		\$16.00	
Office Clerk	\$16.47		\$18.94	

Pa roll Clerk I / K	18.73/20.26	\$20.55
Purchasin /Maintenance Clerk	\$18.73	\$20.13
Rehabilitation Worker	\$16.47	\$20.12
Resource Centre Clerk	\$16.47	\$19.46
School Meal Coordinator	\$15.47	\$18.77
School Secreta Caledonia	\$18.73	\$19.88
CUPE Local 2052 and School District No. 82 (Coast Mountains) Collective Agreement July 1, 1997—June 30, 2003		
Seconda School Secreta	\$20.26	\$19.88
Secreta Director of Instruction	\$18.73	\$19.50
Secreta Seconda School Hazelton	\$18.73	\$20.00
Secreta Corres ondence	\$18.73	\$20.05
Secreta Prima /Elementa I / K	17.15/18.87	\$20.19
Secreta Skeena	\$18.73	\$19.34
Secreta Su ort Services	\$17.15	\$19.50
Secreta Thornhill Junior Seconda	\$18.73	\$20.15
Shi in /Mailin Clerk	\$15.47	\$19.06
Si nm Translator I / K	17.20/18.73	\$20.39
Special SerVices Assistant High Incidence	\$15.47	\$19.98
Special Services Assistant Low Incidence /K	15.47/17.20	\$20.42
StockInvento Clerk	\$16.47	\$19.94
Student Information Clerk Skeena	\$16.47	\$19.25
Student Records Clerk Caledonia	\$16.47	\$19.14
Student Records Clerk Hazelton	\$17.15	\$18.94
Substitute Dis atch Clerk I / K	16.47/17.74	\$19.37
Teacher Assistant	\$15.47	\$18.85
Uncertified Painter	\$19.53	

SCHEDULE "A"
1998 Wane Rates

Classification	April 1, 1998		1998	
	Rate of Pay		Target Rate of Pay	
	(With Pay Equity Lift #2)			
	Start Rate	After Two Years	Start Rate	After Two Years
Accounts Clerk Seconda			\$19.80	
Accounts Pa able Clerk			\$20.18	
Administrative Secreta			\$20.25	
Administrative Secretary Assistant			\$20.21	
Su erintendent				
Administrative Secreta Student Su oh			\$20.25	
Attendance Clerk			\$19.14	
Bookkee er			\$19.80	
Bookkee er 2			\$20.18	
Bus Driver T /K			\$19.79	
Car enter	21.49			
Car enter K	23.26			
Clerical Coordinator			\$19.77	
Clerical/TA KCH			\$20.12	
Crossin Guard			\$16.00	
Custodian I K	16.69/18.21		\$19.08	
Data Processin Clerk			\$19.25	
Electrician K	23.26			
Electronics Technician	21.49			
First Nations Su cit Worker			\$20.48	
Foreman K	24.40			
General Maintenance	17.62			
General Maintenance/Heatin	19.53			
Head Custodian T /K	16.69/19.46		\$19.48	
Homeschool Coordinator			\$20.48	
KCH Food TA			\$19.51	
Ke 0 erator			\$19.73	
Libra Assistant			\$19.44	
Libra Clerk			\$19.44	
Locksmith	21.49			
Maintenance I K	22.65			
Maintenance II K	21.13			
Noon HourSu ervisor T/ K	11.56/15.67		\$16.00	
Office Clerk			\$18.94	
Pa roll Clerk / K	18.73/20.26		\$20.55	
Purchasin /Maintenance Clerk			\$20.13	
Rehabilitation Worker			\$20.12	

Resource Centre Clerk		\$19.46
School Meal Coordinator		\$18.77
School Secreta Caledonia		\$19.88
Seconda School Secreta		\$19.88
Secreta Director of Instruction		\$19.50
Secreta Seconda School Hazelton		\$20.00
Secreta Corres ondence		\$20.05
Secreta Prima /Elementa I K	17.15/18.87	\$20.19
Secreta Skeena		\$19.34
Secreta Su oit Services		\$19.50
Secreta Thornhill Junior Seconda		\$20.15
Shi in /Mailin Clerk		\$19.06
Si nm Translator T I K	17.20/18.73	\$20.39
Special Services Assistant High Incidence		\$19.98
Special Services Assistant Low Incidence	15.47/17.20	\$20.42
IK		
StockInvento Clerk		\$19.94
Student Information Clerk Skeena		\$19.25
Student Records Clerk Caledonia		\$19.14
Student Records Clerk Hazelton		\$18.94
Substitute Dis atch Clerk I K	16.47/17.74	\$19.37
Teacher Assistant		\$18.85
Uncertified Painter	19.53	

SCHEDULE "A"
1999 Waae Rates

Classification

Accounts Clerk Secondary
Accounts Pa able Clerk _____
Administrative Secreta _____
Administrative Secretary Assistant
Su erintendent
Administrative Secretary Student Support
Attendance Clerk
BookkeeDer
Bookkee er2 _____
Bus Driver (T)/(K)
Car enter CD
Car enter (K)
Clerical Coordinator
Clerical/TA KCH

Crossin Guard
Custodian T / K)
Data Processing Clerk
Electrician K)
Electronics Technician _____
First Nations SuDDoh Worker

General Maintenance/Heating

Homeschool Coordinator

KCH Food TA
Ke 0 erator
Libra Assistant
Libra Clerk

Maintenance I (K)

Noon Hour Supervisor (T)/(K)

Purchasin /Maintenance Clerk

Rehabilitation Worker_____

Resource Centre Clerk _____

School Meal Coordinator

**January 1, 1999 Rate of Pay
(With 1% General Wage Increase)**

1.5% increase Terrace

.5% increase Kitimat

Stait Rate After Two
_____ Years

21.81 _____

23.38 _____

23.38 _____

21.81 _____

24.52

17.88

19.82

21.81

22.76

21.24

1999

**Target Rate of Pay
(With 1% General
Wage Increase)**

Start After Two
Rate Years

\$20.00

\$20.38

\$20.45

\$20.41

\$20.45

\$19.33

\$20.00

\$20.38

\$19.99

\$19.97

\$20.32

\$16.16

\$19.27

\$19.44

\$20.68

\$19.68

\$20.69

\$19.71

\$19.93

\$19.63

\$19.63

\$16.16

\$19.13

\$20.76

\$20.33

\$20.32

\$19.66

\$18.96

School Secreta Caledonia

\$20.08

Seconda School Secreta

\$20.08

Secreta .Director of Instruction

\$19.70

Secreta Seconda School Hazelton	\$20.20
Secreta Correspondence	\$20.25
Secreta Prima /Elementa / K	\$20.39
Secreta Skeena	\$19.53
Secreta Support Services	\$19.70
Secreta Thornhill Junior Seconda	\$20.35
Shinin /Mailin Clerk	\$19.25
Signin Translator / K	\$20.59
Special Services Assistant High Incidence	\$20.18
Special Services Assistant Low Incidence	\$20.62
TIK	
Stock Inventory Clerk	\$20.14
Student Information Clerk Skeena	\$19.44
Student Records Clerk Caledonia	\$19.33
Student Records Clerk Hazelton	\$19.13
Substitute Dispatch Clerk / K	\$19.56
Teacher Assistant	\$19.04
Uncertified Painter	19.82

Schedule "A" 1999 Wage Rates with Pay Equity Lift #3

Classification	April 1, 1999 Rate of Pay (With Pay Equity Lift #3)		1999 Target Rate of Pay
	Start Rate	After Two Years	After Years
Two			
Accounts Clerk Secondary			
Accounts Payable Clerk _____			
Administrative Secreta _____			
Administrative Secretary Assistant			
Superintendent			
Administrative <u>Secretary Student Support</u>			
Attendance Clerk			
Bookkeeper			
Bookkeeper 2 _____			
Bus Driver /(<u>K</u>)			
Car enter (T)			
Car enter <u>K</u> _____			
Clerical Coordinator			
Clerical/TA KCH _____			
Crossin Guard _____			
Custodian T / K _____			

Data Processing Clerk
Electrician K _____

First Nations Support Worker

General Maintenance/Heating

Homeschool Coordinator

KCH Food TA

Ke 0 erator

Libra Assistant

Libra Clerk

Noon Hour Supervisor (T)/(K)

Purchasing Maintenance Clerk

Rehabilitation Worker _____

Resource Centre Clerk _____

School Meal Coordinator _____

School Secretary Caledonia

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Start

Rate

\$20.00

\$20.38

\$20.45

\$20.41

\$20.45

\$19.33

\$20.00

\$20.38

\$19.99

21.81

23.38

23.38

21.81

\$19.97

\$20.32
\$16.16
\$19.27
\$19.44
24.52
17.88
19.82
\$20.68
\$19.68
\$20.69
\$19.71
\$19.93
\$19.63
\$19.63
21.81
22.76
21.24
\$16.16
\$19.13
\$20.76
\$20.33
\$20.32
\$19.66
\$18.96
\$20.08

Seconda School Secreta
Secreta Director of Instruction _____
Secreta Seconda School Hazelton
Secreta Correspondence _____
Secreta Primary/Elementary (T)/(K)
Secreta Skeena
Secreta Support Services
Secreta Thornhill Junior Secondary
Shi in IMailin Clerk
Si nm Translator T 1(K)
Special Services Assistant High
Incidence
Special Services Assistant Low Incidence

Substitute Dispatch Clerk (T)/(K)
Teacher Assistant
Uncertified Painter

\$20.08
\$19.70
\$20.20
\$20.25
\$20.39
\$19.53
\$19.70
\$20.35
\$19.25
\$20.59
 \$20.18

\$20.62

\$20.14
 \$19.44
 \$19.33
 \$19.13
 \$19.56
 \$19.04

19.82

SCHEDULE "A"

2000 Waae Rates

April 1, 2000
Rate of Pay
(With Pay Equity Lift #4)
 Classification
2000
Target Rate of Pay

	Start Rate	After Two Years	Start After Two Rate	After Two Years
Accounts Clerk Seconda			\$20.00	
Accounts Pa able Clerk			\$20.38	
Administrative Secreta			\$20.45	
Administrative Secretary Assistant			\$20.41	
Su erintendent				
Administrative Secreta Student Su ort			\$20.45	
Attendance Clerk			\$19.33	
Bookkee er			\$20.00	
Bookkee er 2			\$20.38	
Bus Driver T/ K			\$19.99	
Car enter	21.81			

Car enter K	23.38	
Clerical Coordinator		\$19.97
Clerical/TA KCH		\$20.32
Crossin Guard		\$16.16
Custodian T / K		\$19.27
Data Processin Clerk		\$19.44
Electrician K	23.38	
Electronics Technician	21.81	
First Nations Su ort Worker		\$20.68
Foreman K	24.52	
General Maintenance	17.88	
General Maintenance/Heatin	19.82	
Head Custodian T / K		\$19.68
Homeschool Coordinator		\$20.69
KCH Food TA		\$19.71
Ke 0 erator		\$19.93
Libra Assistant		\$19.63
Libra Clerk		\$19.63
Locksmith	21.81	
Maintenance I K	22.76	
Maintenance II K	21.24	
Noon Hour Su ervisor T / K)		\$16.16
Office Clerk		\$19.13
Pa roll Clerk (T / K		\$20.76
Purchasin /Maintenance Clerk		\$20.33
Rehabilitation Worker		\$20.32
Resource Centre Clerk		\$19.66
School Meal Coordinator		\$18.96
School Secreta Caledonia		\$20.08
Seconda School Secreta		\$20.08
Secreta Director of Instruction		\$19.70
Secreta Seconda School Hazelton		\$20.20
Secreta Corres ondence		\$20.25
Secreta Prima /Elementa /(K		\$20.39
Secreta Skeena		\$19.53
Secreta Su ort Services		\$19.70
Secreta Thornhill Junior Seconda		\$20.35
Shi in /Mailin Clerk		\$19.25
Si nm Translator / K		\$20.59
Special Services Assistant High Incidence		\$20.18
Special Services Assistant Low Incidence /K		\$20.62
Stock/Invento Clerk		\$20.14
Student Information Clerk Skeena		\$19.44
Student Records Clerk Caledonia		\$19.33
Student Records Clerk Hazelton		\$19.13

Substitute Dis atch Clerk / K		\$19.56
Teacher Assistant		\$19.04
Uncertified Painter	19.82	

SCHEDULE "A"
2001 Wacte Rates

Classification	January 1, 2001 Rate of Pay (With 2% General Wage Increase)		2001 Target Rate of Pay (With 2% General Wage Increase)	
	1% Kitimat 3% Terrace Start Rate	After Two Years	Start After Two Rate	Years
Accounts Clerk Seconda			\$20.40	
Accounts Pa able Clerk			\$20.79	
Administrative Secreta			\$20.86	
Administrative Secretary Assistant			\$20.82	
Su erintendent				
Administrative Secreta Student Su ott			\$20.86	
Attendance Clerk			\$19.72	
Bookkee er			\$20.40	
Bookkee er 2			\$20.79	
Bus Driver / K			\$20.39	
Car enter T	22.46			
Car enter K	23.61			
Clerical Coordinator			\$20.37	
Clerical/TA KCH			\$20.73	
Crossin Guard			\$16.48	
Custodian T / K			\$19.66	
Data Processin Clerk			\$19.83	
Electrician K	23.61			
Electronics Technician	22.46			
First Nations Su ott Worker			\$21.09	
Foreman K	24.77			
General Maintenance	18.42			
General Maintenance/Heatin	20.42			
Head Custodian / K			\$20.07	
Homeschool Coordinator			\$21.10	
KCH Food TA			\$20.10	
Ke 0 erator			\$20.33	
Ltbra Assistant			\$20.02	
Libra Clerk			\$20.02	

Locksmith 22.46		
Maintenance I K	22.99	
Maintenance II K	21.45	
Noon Hour Supervisor / K		\$16.48
Office Clerk		\$19.51
Parole Clerk T/ K		\$21.18
Purchasing /Maintenance Clerk		\$20.74
Rehabilitation Worker		\$20.73
Resource Centre Clerk		\$20.05
School Meal Coordinator		\$19.34
School Secretary Caledonia		\$20.48
Seconda School Secretary		\$20.48
Secretary Director of Instruction		\$20.09
Secretary Seconda School Hazelton		\$20.60
Secretary Correspondence		\$20.66
Secretary Prima /Elementa / K		\$20.80
Secretary Skeena		\$19.92
Secretary Support Services		\$20.09
Secretary Thornhill Junior Seconda		\$20.76
Shifting /Mailin Clerk		\$19.64
Sign Translator T/k		\$21.00
Special Services Assistant High Incidence		\$20.58
Special Services Assistant Low Incidence /K		\$21.03
Stock Inventory Clerk		\$20.54
Student Information Clerk Skeena		\$19.83
Student Records Clerk Caledonia		\$19.72
Student Records Clerk Hazelton		\$19.51
Substitute Dispatch Clerk / K		\$19.95
Teacher Assistant		\$19.42
Uncertified Painter	20.42	

Schedule "A" 2001 Wage Rates with Pay Equity Lift #5

Classification	April 1, 2001 Rate of Pay (With Pay Equity Lift #5)		2001 Target Rate of Pay	
	Start Rate	After Two Years	Start Rate	After Two Years
Accounts Clerk Seconda			\$20.40	
Accounts Payable Clerk			\$20.79	
Administrative Secretary			\$20.86	
Administrative Secretary Assistant			\$20.82	
Superintendent				

Administrative Secreta Student Su ott		\$20.86
Attendance Clerk		\$19.72
Bookkeeper		\$20.40
Bookkeeper2		\$20.79
Bus Driver TIK		\$20.39
Car enter T	22.46	
Car enter K	23.61	
Clerical Coordinator		\$20.37
Clerical/TA KCH		\$20.73
Crossin Guard		\$16.48
Custodian (T / K)		\$19.66
Data Processin Clerk		\$19.83
Electrician K	23.61	
Electronics Technician	22.46	
First Nations Su ott Worker		

Noon Hour Supervisor IK		
Office Clerk		
Pa roll Clerk TIK		
Purchasin IMaintenance Clerk		
Rehabilitation Worker		
Resource Centre Clerk		
School Meal Coordinator		\$19.34
School Secreta Caledonia		\$20.48
Seconda School Secreta		\$20.48
Secreta Director of Instruction		\$20.09
Secreta Seconda School Hazelton		\$20.60
Secreta Corres ondence		\$20.66
Secreta Prima IElementa T IK		\$20.80
Secreta Skeena		\$19.92
Secreta Su ott Services		\$20.09
Secreta Thomhill Junior Seconda		\$20.76
Shi in IMailin Clerk		\$19.64
Si nm Translator /K		\$21.00
Special Services Assistant High Incidence		\$20.58

Special Services Assistant Low Incidence T/K		\$21.03
Stock/Invento Clerk		\$20.54
Student Information Clerk Skeena		\$19.83
Student Records Clerk Caledonia		\$19.72
Student Records Clerk Hazelton		\$19.51
Substitute Dis atch Clerk I K		\$19.95
Teacher Assistant		\$19.42
Uncertified Painter	20.42	

SCHEDULE "A"

2002 Wane Rates

Classification	January 1, 2002 Rate of Pay (With 1% General Wage Increase)		2002 Target Rate of Pay (With 1% General Wage Increase)	
	Start Rate	After Two Years	Start Rate	After Two Years
Accounts Clerk Seconda			\$20.60	
Accounts Pa able Clerk			\$21.00	
Administrative Secreta			\$21.07	
Administrative Secretary Assistant			\$21.03	
Su erintendent				
Administrative Secreta Student Su ott			\$21.07	
Attendance Clerk			\$19.92	
Bookkee er			\$20.60	
Bookkee er2			\$21.00	
Bus Driver I K			\$20.59	
Car enter	23.81			
Car enter K	23.73			
Clerical Coordinator			\$20.57	
Clerical/TA KCH			\$20.94	
Crossin Guard			\$16.65	
Custodian I K			\$19.86	
Data Processin Clerk			\$20.03	
Electrician K	23.73			
Electronics Technician	22.80			
First Nations Su ott Worker			\$21.30	
Foreman K	24.89			
General Maintenance	18.70			

General Maintenance Heating	20.73	
Head Custodian T / K		\$20.27
Homeschool Coordinator		\$21.31
KCH Food TA		\$20.30
Ke Operator		\$20.53
Libra Assistant		\$20.22
Libra Clerk		\$20.22
Locksmith	22.80	
Maintenance I K	23.11	
Maintenance II K	21.56	
Noon Hour Supervisor T / K		\$16.65
Office Clerk		\$19.71
Payroll Clerk I K		\$21.39
Purchasing / Maintenance Clerk		\$20.95
Rehabilitation Worker		\$20.94
Resource Centre Clerk		\$20.25
School Meal Coordinator		\$19.53
School Secretary Caledonia		\$20.69
Seconda School Secretary		\$20.69
Secretary - Director of Instruction		\$20.29
Secretary - Seconda School Hazelton		\$20.81
Secretary Correspondence		\$20.87
Secretary Prima IElementa T / K		\$21.01
Secretary Skeena		\$20.12
Secretary Support Services		\$20.29
Secretary Thomhill Junior Seconda		\$20.97
Shinin / Mailin Clerk		\$19.84
Sign Translator I K		\$21.21
Special Services Assistant High Incidence		\$20.79
Special Services Assistant Low Incidence		\$21.24
TIK		
Stock Inventory Clerk		\$20.75
Student Information Clerk Skeena		\$20.03
Student Records Clerk Caledonia		\$19.92
Student Records Clerk Hazelton		\$19.71
Substitute Dispatch Clerk T / K		\$20.15
Teacher Assistant		\$19.61
Uncertified Painter	20.73	

Schedule "A" 2002 Wage Rates

2002
Rate of Pay

Classification

(With ?% General Wage Increase Based on Average of Wage Increase

in the Broad Public

Sector)

Start Rate	After Two Years	Start Rate	After Two Years
------------	-----------------	------------	-----------------

Two

- Accounts Clerk Secondary
- Accounts Pa able Clerk _____
- Administrative Secreta _____
- Administrative Secretary Assistant
- Su erintendent
- Administrative Secretary Student Support
- Attendance Clerk
- Bookkee er
- Bookkee er2 _____

- Bus Driver T 1(K)
- Car enter T)
- Car enter (K _____

- Clerical Coordinator
- Clerical/TA KCH_____
- Crossin Guard _____

- Custodian T / K _____

- Data Processing Clerk
- Electrician K _____

- Electronics Technician _____
- First Nations SupDort Worker

- General Maintenance/Heating

- Homeschool Coordinator
- KCH Food TA
- Ke 0 erator
- Libra Assistant
- Libra Clerk

- Noon Hour Supervisor (T)/(K)

Purchasin /Maintenance Clerk
Rehabilitation Worker

2002

**Target Rate of
Pay
(With ?%
General Wage
Increase Based on
Average of Wage
Increase in the
Broad
Public Sector)**

Resource Centre Clerk
School Meal Coordinator
School Secreta Caledonia
Seconda School Secreta
Secreta Director of Instruction
Secreta Seconda School Hazelton
Secreta Corres ondence
Secreta Prima /Elementa / K
Secreta Skeena
Secreta Su ort Services
Secreta Thornhill Junior Seconda
Shi in /Mailin Clerk
Si nm Translator T / K
Special Services Assistant High
Incidence
Special Services Assistant Low Incidence
/K
Stockllnvento Clerk
Student Information Clerk Skeena
Student Records Clerk Caledonia
Student Records Clerk Hazelton
Substitute Dis atch Clerk T / K
Teacher Assistant
Uncertified Painter

Note: Additional wage increase:

***For the period January 1, 2002 to June 30, 2003 wage increases equivalent to wage increases negotiated in the broad public sector, such as between the Public Service Employee Relations Commission (PSERC) and B.C. Government & Service Employees' Union (BCGEU), the Health Employers Association of B.C. (HEABC) and the health care unions, the BC Public School Employers' Association**

(BCPSEA) and the B.C. Teachers Federation (BCTF). In the event of a dispute, it shall be referred to Irene Holden and Vince Ready for a final and binding resolution.

SCHEDULE "A" Job~

CLASSIFICATION YEARS	SCHEDULE "A"	AFTER TWO
Gces~Guacd Noon Hour Supervisor	JAN~44997 \$~BB 1456	
CATEGORY NO.1		
Special Services Assistant I Ubs~ta~ Classroom Teacher Assistant Rchabilitat~on Worker I School Meal Co ordinator	\$4460	
CATEGORY NO. 2		
School Secretary I Home/School Co ordinator! Special Services Assistant II Resource Centre Clerical Rehabilitation Worker II Cntral Substitute Call Out Secretary	45~73	4647
CATEGORY NO.3		
School Secrotar,'! Home/School Co ordinator U	4&.44	47,45
CATEGORY NO. I		
Financial Administration Education Administration School Secretary II! Home/School Co ordinator III Library Assistant (in charge)	1-7,86	4843

SCMEDULE~B~
Jm~oGa[2861~T

JUIY—IT-i A
I-I ~-fl~

Labour Student Casual Labourer

Gusto~an
Gcoundsmar~
Ma~tenan~4
(Apprentices or Helpers)
Maintenance !!
Maintenar~t- III
Bu&D4ve~
Maintenance Trade,....
Not certified (Carpenter,
Electrician, Painter,
Plumber, Mechanic etc.)
TradG ~
RA.~;.+.~ance Foreman

\$12A&

-\$4641-

70

447~44

-\$17T83-

\$ -4r~)1

~42A~

~4&34

41~74

~tf- 0A

447~4~

417~

449~3~

~45TO4 ~46T5O

41~62

			44&02
SfHdf	\$21.27	\$21.33	\$21.19
	\$21.58	\$21.61	\$21.80

SCHEDULE "C"

Formcr Local 2052 (kitimat) HOURLY RATES

Formcr Local 2052 (Kitimat) HOURLY RATES										
GROUP	1-	2	3	4	5	6	7-	8	9	40
P~nts ² Fo	0-144	145-429	IM-400-			1-77-	495-21A-	234-	255-	
		428	443	459	476	494	213	233		254 276

M~ths

0 44793 1-5735 45766 46732 46760 4-7-735 47785 1-842 4847 4-8764

Pcoba~on 45~9 45464672646461-7726 1-747 1~37 1~52 487604943 Gem~ete

1-2 45767 4644 46769 47720 47774 48738 46787- 46795 1-947 49739
45 1-9737- 49T87- 20726

Casual Clerical Rate: \$16.32 (first step of Job Group 1)

i' II r~ F~ PF-IF-FF-F-F-TI-IF- J till V.- 4007

Y~AAIMT-PdAKIreI IAMITtM~IAL PLUS 1.2%

FOREMAN	T.1	24.10
ELECTRICIAN	T.2	23.26
CARPENTER	T.2	23.26
HEATING ENGINEER	T.2	23.26
HEAD JANITOR	T.2	23.26
MAINTENANCE I	T.1	22.65
MAINTENANCE II	9	21.13
GROUNDSPERSON	COMPOSITE	20.20
~W1AINTENANCE III	6	20.03
BUS DR!VER I	6	20.03
MAINTEN.ASNCE !V	5	19.63
BUS DRIVER II	COMPOSITE	19.55
JANITOR *(see note)	COMPOSITE	19.16
JANITOR I	3	18.89
LA~BOURER	3	18.89
JANITOR II	1	18.21
~TiffifNT		

*NotC rate equals I+~rIplj~3~

~CHEDUL~

JOB GROUP LISTING OF POSITIONS, Former Local 2052 Kitimat

SCHEDULE "D"

fSchedule "C" of Former Local 2052 (Kitimat)

JOB GROUP LISTING OF POSITIONS

CLER~AL

T~4ERSSf~r~WJJS A RI fl

r~r~' m m t

- Bookkeeper, Board Office 40-
- Payroll Clerk, Board Office 40-
- Seoetacy~—&
- 'y-Sch~r' 1-0
- Seoretacy~~'fflo~ -8-
- Seeretaiy —Elei . 3~hoeI- -7--
- Sccrctar', '! , Elem cntar,' School -6-
- Resource Centre Clerk, Board Offrcc 6
- Data~'ocessing Clerk, Secondary Sch'~1-G
- Accounts Clerk, ~cendary-SGhook- -6-
- G~erk-Typist-Se~ ~d'" '~'~"" .5.
- Central Call Out Clerk -5-
- Accounts Clerk, Board OffIce 5
- Library Clerk, Schools 1
- Clerk Typist, Board Office
- Receptionist, Board Office
- Clerk Typist, Elementary School
- iL. •~~~_~N1d _____~Ali~.

~ Resource Assistant

~caph~s- Teehnw 1/2eaVD~8otoc
 Foods AssistanL¹¹⁻⁸⁸⁴ Teaching Assistant Science Assistant
 h~s- AssiGt--⁴

Theatre A _____

- 40
- 40
- 7
- 7
- 7
- 5
- 4

4
-4
4
4

SCHEDULE "E"

ALLOCATION OF POSITIONS BY DEPARTMENT
(AFFECTED BY PAY EQUITY)

SCHEDULE "E"

Schedule "B" of Former Local 2052 (Kitimat)

ALLOCATION OF POSITIONS BY DEPARTMENT

The Clerk in Charge

Beekke

Secretary

Secretary, Elementary

3

Secretary I, Elementary

Typist - Secondary Data Processing Clerk

Receptionist

Officer

...

...

Secretary, Elementary School

LIV 1

2. The Custodial Department includes the following positions:

Head Custodian

Custodian I

Custodian II

3. The Maintenance Department includes the following positions:

Foreman

Maintenance II

Electrician

Maintenance III

Heating Engineer

Maintenance IV

Maintenance I

Labourer

Garbage Collector

...

...

Hospital Homebound Child

Technical Director

Care Worker

Food Assistant

Native Resource Clerk

Teaching Assistant

Science Assistant

Teacher Assistant I

A

~S6~

Noon Hour Supervisor

Graphics Technician

5. The Transportation Department includes the following positions:

Bus Driver I & II

6. The Board and the Union agree that at the time a new position is created it will be assigned to the appropriate department.

SCHEDULE "F"

[(AFFECTED BY PAY EQUITY)] (Only Head Custodian affected)

Re: HEAD CUSTODIAN

Re: DIRTY MONEY

c-SCHEDULE "F"

(1)

Dirty Money at \$1.20 per hour shall be paid to employees doing the following work:

Cleaning domestic hot water tanks

Rebricking boilers

Cleaning fuel tanks

Spray painting

While exposed to raw sewage

Installing/removing/cleaning air filters

Insulating in confined areas

Working in crawl space with dirt floor

Reconstruction and Construction Premiums

c-d

Clauses 18.2(a) and 18.2(b) of the collective agreement covering employees of former CURE, Local 2052 of former School District No. 80 (Kitimat) shall continue to apply to all employees who are currently receiving the reconstruction and construction premium under these clauses. The parties shall confirm this list of employees in a signed off document which will become Attachment UG~ of this

a th e o I o lo retho entitled the

Clause 18.2 (a) and (b) are as follows:

It is agreed that in addition to the rates of pay set forth in Schedule A and Schedule B the following premiums shall apply when applicable:

- (a) Reconstruction
- (b) Construction

\$1.00 per hour
\$1.25 per hour

117

DIRTY MONEY

- (1)
- (2)
- (3)
- (4)
- (5)
- (6)
- (7)
- (8)

ATLASCHEMENT UG~~ IS REFERRED TO IN SCHEDULE "F" ..

Employees entitled to the premium

Construction and Reconstruction

Amaral, Antonio
Amaral, Eduarda
Astle, Bruce, C.
Beaudin, Monique
Buick, Dorothy
Carvalho, Floriano
Durocher, Gerald
Durocher, Margaret
Furtado, Carlos
Kamagianis, Froso
Losier, Claude
Luis, ManualA.
Mckenzie, George
Melo, Fernanda
Men des, Eduardo M.
Pacheco, Roger
Palumbo, Shirley
Patzelt, Isobel
Pesunt,, Maria
Salema, Antonio
Siclar,, Rosa M.
Silva, Maria A.
Soursos, Hllda
Stumpf, Hllda
Viveriros, Maria
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CCC
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Legend

* Reconstruction

** Construction

C Reconstruction/Custodial Refinishing

IIAFFECTED BY PAY EQUITY)t

LETTER OF UNDERSTANDING #1

between

THE BOARD OF TRUSTEES OF SCHOOL DISTRICT NO.82
COAST MOUNTAINS

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2052

Re: Special Services Assistants

The Parties agree that for the duration of the current contract the following procedure will apply for the classification of Special Services Assistants:

1. In addition to the regular hourly rate paid, a PERSONAL CARE ALLOWANCE would be paid for each hour the assistant is assigned to a child diagnosed as being in MINISTRY OF EDUCATION CATEGORIES Dependent Multiple Handicapped, Profoundly Handicapped and Autistic. The hourly premium for the remainder of the current contract will be \$.70.
2. Special Services Assistant II (Payroll Category #2)
Those special services assistants possessing the following qualifications will be classified Special Services Assistant II:
Completion of a two week intensive course on a single topic, as approved by the Director of Instruction (Special Services), shall be equivalent to one and one-half university level units.

(a) Option 1

Two (2) years of successful experience working with special needs children in a K-12 educational environment;
and completion of either;
BRAILLE TRANSCRIPTION COURSE
VISUAL LANGUAGE INTERPRETER TRAINING COURSE

and
three (3) university level units in special education or equivalent as approved by the Director of Instruction (Special Services).

(b) Option 2

Two (2) years of successful experience working with special needs children in a k-12 educational environment
and

completion of twelve (12) university level units (or equivalent) in special education. Each of the following courses provides three (3) of these units:

Introduction to Exceptional Children
Teaching Students with Mental Handicaps
Education of Students with Multiple Physical Handicaps
Educating Students with Behaviour and Social Disorders
Technology for Special Needs Students
Diagnosis/Remediation of Learning Disabilities
Teaching the Slower Learner
Behaviour Management
Remedial Reading
Remedial Mathematics
Language Development
Mastery Learning
Signing
Blissymbolics

or equivalent as approved by the Director of Instruction (Special Services).

(c) Option 3

Two (2) years of successful experience working with special needs children in a k-12 educational environment:
and

completion of nine (9) university level units (or equivalent) in special education. Each of the following courses provides three (3) of these units:

Introduction to Exceptional Children
Teaching Students with Mental Handicaps
Education of Students with Multiple Physical Handicaps
Educating Students with Behaviour and Social Disorders
Technology for Special Needs Students
Diagnosis/Remediation of Learning Disabilities
Teaching the Slower Learner
Behaviour Management
Remedial Reading

Remedial Mathematics
Language Development
Mastery Learning
Signing
Blissymbolics
or equivalent as approved by the Director of Instruction (Special Services).

and
five (5) years of good or superior rated performance in working with special needs children in a **K-12** educational environment.

(d) Option 4

Two (2) years of successful experience working with special needs children in a K-i 2 educational environment;
and
completion of Human Services Worker, Social Services Training Program*, Community Services Program*; Early Childhood Education, or equivalent as approved by the Director of Instruction (Special Services)
and
three (3) university level units in special education or equivalent as approved by the Director of Instruction (Special Services).

3. Special Services Assistant I .(Payroll Category # 1)

Special services assistants employed by the Board who do not possess the qualifications or experience necessary to become special services assistants II.

4. IMPLEMENTATION

Classification shall be effective September 1,1989 or on date of approval of application, whichever is later.

* .subject to confirmation of course equivalency

((AFFECTED BY PAY EQUITY))

LETTER OF UNDERSTANDING #2

between

THE BOARD OF TRUSTEES OF SCHOOL DISTRICT NO.82

(COAST MOUNTAINS)

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2052

Re: School Meal Co ordinator

Page 80 of 125

The Parties agree that the position(s) of School Meal Co ordinator(s) shall be paid at Category No. 1 and shall be for one (1) hour per day. The additional hours currently v.orked (1 % 2 hours per month) are agreeable to both Parties. Any further additional hours per month shall be as agreed between the Parties.

CUPE Local 2052 and School District No. 82 (Coast Mountains) Collective Agreement July 1, 1997 –June 30, 2003

EfA LCrrTCA ~V DA V ~riI IITVIT

LETTER OF UNDERSTANDING #3

between

THE BOARD OF TRUSTEES OF SCHOOL DISTRICT NO. 82

(COAST MOUNTAINS)

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2052

Re: Job Dcscription!Evaluation

The Parties agree that, following ratification of this Agreement, a committee consisting of three (3) Employee representatives and (3) Board representatives will be formed. The

purpose of this committee will be to review and resolve the matter of job description(s) for positions in the bargaining unit. The resolution of job descriptions by the committee will be completed by January 31, 1991 but should an agreement not be reached on all descriptions then the Parties will mutually decide on an arbitrator to make a final decision on any outstanding job descriptions.

The committee following the resolution of job descriptions will review the various job evaluation plans available and will make a majority recommendation regarding the acceptance of a plan to the Board and the Union by March 31, 1991.

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CUPE Local 2052 and School District No. 82 (Coast Mountains)
Collective Agreement July 1, 1997— June 30, 2003

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LETTER OF UNDERSTANDING #4

between

THE BOARD OF TRUSTEES OF SCHOOL DISTRICT NO.82

COAST MOUNTAINS

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2052

Re~FcenGh-Me~er

The parties agree that at the discretion of the Board, a French Monitor, as provided and funded by the Government of Canada, may be hired for the school year, with the

following

pFov~Gn&~

1. The job posting provisions of the Collective Agreement are waived.
 2. The successful applicant(s) will be hired as casual employee(s)
 3. Wages, weekly hours of work and vacation pay shall be as specified in the Monitor Program
 4. The employee(s) shall acquire paid sick leave as per Article 21 of the Collective Agreement
 5. Article 19, Statutory Holidays, shall apply.
 7. The employee(s) shall not acquire seniority while funded by the Monitor Program
- party. However, this agreement shall only expire on the June 30 after notice has been received

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LETTER OF UNDERSTANDING #5

between

THE BOARD OF TRUSTEES OF SCHOOL DISTRICT NO.82
COAST MOUNTAINS

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2052

Re: Pay Equity and Job Evaluation

The parties agree that a gender neutral job evaluation plan will be introduced into the School District as per the following. It is further agreed that the Board will set aside an amount for pay equity which is equal to the amount funded by the province. The Board and the Union agree that the spending of the set aside funding shall be within the guidelines established for pay equity and as agreed between the Parties. The Board and the Union agree to make a joint application for pay equity funding.

1. Gender Neutral Job Evaluation Plan

The parties shall meet and jointly develop a Gender Neutral Job Evaluation Plan (PLAN).

Job Evaluation Plan with amendments. The PLAN shall be agreed upon prior to May 26, 1995. In the event that the parties are unable to agree on a PLAN either party may seek interest arbitration using the services of Judi Korbin as arbitrator. The parties shall share

equally the cost of the Arbitrator.

2. Job Descriptions:

Job Description Development Committee (JDDC) shall be formed comprised of two (2)

members from the Board and two (2) members from the Union. The JDDC shall and job descriptions previously agreed upon, no later than April 30, 1995. The job

Qualifications and Licenses/memberships.

The Board shall pay the total cost for the two (2) CUPE members of this committee to a maximum of eight (8) paid days total. The Job Description Committee shall prepare and In the event that the Board, the Union or an individual employee disagrees with the job description they may appeal to the JDDC within ten (10) working days of receipt of a draft job description. The JDDC shall make its final report within a further ten (10) working days

Any changes made as a result of this appeal shall be sent to the parties for formal approval

Any further dispute including the inability of the JDDC to agree on a job description, shall be referred to Judi Korbin who shall serve as an expedited arbitrator to finalize the job description. Such appeals must be completed no later than June 9, 1995. Cost of the arbitrator shall be borne equally by the parties.

1. Job Equity Ratings:

Starting May 26, 1995 or sooner if agreement is reached on the PLAN the Job Description Development Committee shall rate all of the jobs using the PLAN. Once all ratings are complete the ratings and rationale shall be sent to the parties and to individual employees. Ratings shall be completed by June 23, 1995.

5. Job Rating Appeals:

The parties may appeal the rating to the Job Description Committee. The appeal shall be in writing with reasons as to why the rating is in dispute and explaining the rationale for a more appropriate rating. Such appeal must be filed by September 15, 1995. The JDDC will consider the information provided and make a determination on the appeal by October 15, 1995.

In the event that the committee cannot agree on the appeal, the committee may refer the ratings to Judi Korbin for a binding decision on the rating using the expedited arbitration process. Costs of Judi Korbin shall be borne equally by the parties. This appeal process must be finished no later than November 15, 1995.

6. Maintenance System for Job Evaluation and Ratings

The parties shall use the PLAN as the maintenance system for future job description reviews, job evaluation requests, and to assign a classification and rate of pay for new
~oreeted-by4he-Rea4

LETTER OF UNDERSTANDING #6

between

THE BOARD OF TRUSTEES OF SCHOOL DISTRICT NO.82

COAST MOUNTAINS

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2052

Re: Exclusions

the position of: HELPER

LETTER OF UNDERSTANDING #7

between

THE BOARD OF TRUSTEES OF SCHOOL DISTRICT NO.82

COAST MOUNTAINS

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2052

Re: Helper **Laverne Chin**

It is agreed that the following conditions prevail for the position of HELPER - Laverne Chin included in Article 3.04 of the Collective Agreement:

The School District agrees that if any of the duties performed by the HELPER become essential to the operation of the School District, those duties will be assigned to Union Personnel.

The School District agrees that essential duties will not be assigned to the HELPER in preference to assigning those duties to Union members.

Article 3.04 (EXCLUSIONS) of the Collective Agreement is hereby amended to include the position of: HELPER- Laverne Chin.

E/A cC-rT~A ~V DAV ~fll lITVll

LETTER OF UNDERSTANDING #8

between

THE BOARD OF TRUSTEES OF SCHOOL DISTRICT NO.82
COAST MOUNTAINS

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2052

Joint Pay Equity Committee covering Employees of the former School District #80, Kitimat

1. The parties agree to the principle and concept of pay equity.
2. The parties agree to commence implementation of the gender neutral pay equity program retroactive to 1 April 1995.

adjustment to the date mentioned above, such adjustment will be made by mutual agreement

1. The parties agree that implementation of the gender neutral pay equity program shall not exceed the targeted grant provided by the go'.ernment to School District #80 (Kitimat).
5. The parties agree to strike a Joint Pay Equity Committee comprised of three (3) members appointed by the Union and three (3) members appointed by management.

.orking hours at the cost to the Board of three CUPE members.

7. The Joint Pay Equity Committee shall meet within thirty (30) days of ratification of the Collective Agreement.
8. Either party shall have the right to have an advisor in attendance at joint meetings, with voice, but no vote.
9. Should either party so request, the Committee shall be dissolved and the matter of the Joint Pay Equity Committee shall be returned to the parties for resolution, which may include referral to arbitration.
10. The Terms of Reference shall be as attached in Appendix "A".

E/A ~t~T~f~LDV DAV ~r~i IITVII

APPENDIX 'A'

TERMS OF REFERENCE JOINT PAY EQUITY COMMITTEE

The Joint Pay Equity Committee shall:

- a) determine the process and procedure in order to undertake the gender neutral pay survey process
- b) determine the factors to be used;
- c) evaluate the jobs/positions using the Job Evaluation Guide as developed;
- d) develop a maintenance procedure for the program including a maintenance schedule;
- e) modify part or all of the Job Evaluation Guide(s) as necessary, or review new guides, procedures or methods;
- f) obtain all Job Evaluation documentation, existing Job Descriptions, ratings and job evaluation results, and revise or write job descriptions as necessary.

~tf-as dt-of-th--job-evaluation- view, a job is rated at a pay grade fewer than the existing pay grade, the incumbent's rate shall be red circled. The current incumbents in that Job Group will receive 100% of the negotiated increase for the term of the current Collective Agreement and, 50% of subsequent negotiated increases until such time as their existing rate of pay matches or is less than the newly classified rate of pay. New employees or employees who post into affected positions shall be paid at the newly established rate of pay.

LETTER OF UNDERSTANDING #9

between

THE BOARD OF TRUSTEES OF SCHOOL DISTRICT NO.82

COAST MOUNTAINS

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2052

Re: Unbumpable Positions

The above parties agree that the employer's grievance concerning the designation of Special Services Assistants who cannot be bumped, pursuant to Article 16.04 of the collective agreement, is resolved as follows:

1. The parties agree to the following criteria for designating Special Services Assistants who cannot be bumped, pursuant to Article 16.04.

Where a student is identified by management as meeting one of the following criteria, a regular Special Services Assistant assigned to that specific student will be designated for the school year as non-bumpable.

1. The student meets the Ministry's Special Education Services Manual of Policies, Procedures and Guidelines, category 119 (attached as "Appendix B"), definition as having multiple disabilities.
2. The student requires a Special Services Assistant who will need child-specific training for an extensive time (25 hours consecutive training or more). It is understood that when the student is new to the district the 25 hours training may be spread over ten months. For example:

Extensive orientation and mobility training.

Extensive training in behavioral management, particularly as it relates to

the
health and safety of others.
Extensive training in augmentative communication.

3. The student requires a Special Services Assistant who will be required to provide medical procedures to the student which, if inappropriately administered, could result in life threatening health hazards to the student.
4. The student has a specific expressive communication disability, as identified by the speech language pathologist, and the student has established a rapport with the Special Services Assistant and if that relationship was disrupted it could have a substantial detrimental affect on the educational progress of the student, as

determined by the Integration Support Teacher in consultation with the School basec' team.

2. When the employer posts a vacancy for a Special Services Assistant which the employer designated for the school year as non-bumpable, any special training requirements will be stated on the posting.
3. The parties agree the Heather J. Laing will remain seized with respect to any issues concerning the interpretation or application of this agreement.

LETTER OF UNDERSTANDING #10

between

THE BOARD OF TRUSTEES OF SCHOOL DISTRICT NO.82
COAST MOUNTAINS

and

CAN,ASDIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2052

Qualifications for Spccial Services Assistants, Rehabilitation VVorkers,
Home School Co ordinators *Previous Local 2831 Members*

1. All current Special Ser:iccs Assistants, Rehabilitation Workers, Home School Co ordinators, including those on the recall list on the date of signing of this letter, are required to attain an acceptable ten (10) month certificate.
2. Acceptable ten (10) month certificates are:

A: from Northwest Community College
Early Childhood Education Certificate Whether or not the 500 hour
postcertification practicum has been completed
Social Service Worker Certificate
Community Service Worker Certificate
Integrated Human Services Program Special Education Endorsement

B: from College of New Caledonia

Social Services Training Program Development Disability Certificate

C: from University College of Cariboo, Okanagan University, Douglas College,
~Golle~

Special Education Teacher Assistant Certificate (or equivalent title)

0: Other ten (10) month certificates in the Human Services Field from
Provincially accredited institutions to be accepted on an equivalency basis.

3. The district and union will jointly develop a list of employees to whom this agreement applies, such list to be completed by September 30, 1997. It is agreed that employees who have been designated as Special Services Assistant II, shall on the signing of this agreement, be considered to have an acceptable ten (10) month certificate or the

equivalent

4. All current Special Services Assistants, Rehabilitation Workers, Home School Coordinators, including those on the recall list on the date of signing of this letter will receive a letter from the district advising them whether or not they meet the ten (10) month certification requirement.

5. The employees who have not completed an acceptable ten (10) month certificate will be required to successfully complete a minimum of five (5) courses toward an acceptable ten (10) month certificate no later than December 31, 2000.

6. The employees who have successfully completed a minimum of five (5) courses by December 31, 2000 will be provided with an automatic extension of two (2) years to attain the acceptable ten (10) month certificate.

7. Employees to whom this agreement applies will be deemed to have the ten (10) month certificate qualification for the purposes of posting into positions and rights upon layoff until December 31, 2000 and during the two (2) year extension period, if applicable.

8. The district agrees to provide to each employee an amount equal to the registration fee for one course upon the employee's agreement to register in that course. Upon

proof of successful completion of the course the district will advance registration fees for another course. If a course, for which an employee has been advanced registration fees has not been successfully completed within ten (10) months of the advance or if the employee leaves the employ of the district, the employee shall be required to reimburse the district for the advanced amount. Prior to any advance, the employee shall be required to provide the district with written authorization to deduct the advance from any salary; owing to the employee.

9. The board will reimburse the employee for the cost of required textbooks upon proof of
10. Upon request, the district will provide space within school district facilities for employees to form study groups for the purposes of completing courses for the ten (10) month certificate
11. The Director of Special Services will discuss practicum requirements for employees with the applicable college and will make sincere efforts to meet the employee's interests in the scheduling of practicums where the practicums occur within the school district.

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Employees to whom this agreement applies, who have not completed a minimum of five (5) courses on or before December 31, 2000, or who have not attained the ten (10) month certificate on or before December 31, 2002 shall not be qualified for posting or bumping into a position for which a ten (10) month certificate is required. Employees

13. Where it is necessary to fill a position for which a ten (10) month certificate is required with an unqualified external candidate, the employee shall be hired pursuant to article

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LETTER OF UNDERSTANDING #11

between

**THE BOARD OF TRUSTEES OF SCHOOL DISTRICT NO.82
COAST MOUNTAINS**

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2052

Re: Seniority Dates

The employees of former School District No. 80 (Kitimat) CUPE Local 2052 (Kitimat) will carry their seniority date with them and be placed in the applicable position on the seniority list that presently covers the employees of former CUPE, Local 2831 (dove tailing of seniority). [Should there be a tie in seniority dates alphabetical order of the employee's surname shall be used as a tiebreaker].

LETTER OF UNDERSTANDING #12

between

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**THE BOARD OF TRUSTEES OF SCHOOL DISTRICT NO.82
COAST MOUNTAINS**

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CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2052

Re: Red Circling of Wage Rates Former CUPE Local 2052 (Kitimat)

The parties acknowledge that there is a difference in wage rates for certain male dominated classifications between that of former School District No. 88 (Terrace) and School District No. 80 (Kitimat). In recognition that some of the classifications of former School District No. 80 (Kitimat) have a higher wage schedule rate and that bringing these employees immediately down to these rates would have a significant financial impact, the parties have agreed to red circle the applicable wage schedule rates under the following conditions

- i. Male employees from former School District No. 80 (Kitimat) who have a wage rate higher than that of the same classification of employees from former School District No. 88 (Terrace) shall maintain their present rate of pay contained in their wage schedule. Subject to an employee maintaining their red circle status, until the wage rates of the parallel classifications of former School District No. 88 (Terrace) equal or surpass the red circled rate, the red circled employees shall be eligible to receive 50% of any future wage increase i.e. if there was a 2% wage increase, this increase shall be received in the form of a cents per hour premium which shall be applied to their red circled rates. In an attempt to accelerate the reduction of the wage gap, it is understood that the remainder of the wage increase shall be applied to the wage rate schedules of employees of former School District No. 88 (Terrace);
- ii. if an employee, who is red circled posts into another classification, the employee shall lose their red circling protection and premium and the applicable wage rate of former School District No. 88 (Terrace) shall apply;
- iii. if an employee, who is red circled posts into the same classification in the geographical area of former School District No. 88 (Terrace), the employee shall lose their red circling protection and premium and the applicable wage rate of former School District No. 88 (Terrace) shall apply;
- iv. If an employee who is red circled posts into the same classification in the geographical area of former School District No. 80 (Kitimat), that employee shall continue to have the red circling protection and premium;
- v. If an employee who is red circled, due to a defined layoff decides to bump, the following shall apply;
 - If the bump is lateral (same classification), then the employee shall continue to have the red circling protection and premium apply, regardless of which geographical area that employee bumps into;
 - If the bump is into a different classification, regardless of geographical location, the employee shall receive the red circling protection and premium of that classification;
- vi. any new hires in School District No. 82 (Coast Mountains) shall be at the wage rates of former School District no. 88 (Terrace);
- vii. the wage rates utilized for the purpose of red circling shall be the wage rates

in effect for employees of former School District No. 80 (Kitimat) on February 27, 1999. The attached list of employees, classifications and rates of pay shall be signed off by the parties and become Attachment RD” of this Collective Agreement. Should there be a wage increase in the form of a wage premium as described in (i) of this Letter of Understanding the parties shall then amend and sign off on Attachment “D” to reflect the changes to the red circled amounts.

- viii. for the purpose of this clause, the definition of classification shall be the classifications which are presently in former School District No. 88 (Terrace).

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LETTER OF UNDERSTANDING #13

between

THE BOARD OF TRUSTEES OF SCHOOL DISTRICT NO.82
COAST MOUNTAINS

and

CANADLASN UNION OF PUBLIC EMPLOYEES, LOCAL 2052

Re: Head Custodian Former CUPE Local 2052 (Kitimat)

If an employee is a “Head Custodian”, ho/she shall receive the higher of the two (2) following amounts:

- t. Their red circled rate of pay described in Letter of Understanding #12 of th!s Co!lctive Agreement, ov

The rate of pay under the collective agreement covering employees of - fecmec CURE, Local 2861 of former School district No. 88 (Terrace) plus the “Head Custodian” premium described in Schedule “F” of this collective agreement.

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LETTER OF UNDERSTANDING #14

between

THE BOARD OF TRUSTEES OF SCHOOL DISTRICT NO.82

COAST MOUNTAINS

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2052

Re: Theatre Employees in Kitimat

It is agreed that the work that is currently being performed in the Mount Elizabeth Theatre by bargaining unit employees shall continue to be performed by bargaining unit employees. It is understood that this work shall remain as work outside the bargaining unit for the geographical area of former School District No. 88 (Terrace).

LETTER OF UNDERSTANDING #15

between

THE BOARD OF TRUSTEES OF SCHOOL DISTRICT NO. 82

COAST MOUNTAINS

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2052

Re: Direct Deposit Former CUPE Local 2052 (Kitimat~

The Union shall provide the employer with a list of employees in former CUPE, Local 2052 of former School District No. 80 (Kitimat) who cannot receive their pay via automatic deposit. Once these employees have been identified, the employer and the union shall meet to discuss the reasons why the employees cannot receive a direct deposit.

LETTER OF UNDERSTANDING # 16

between

THE BOARD OF TRUSTEES OF SCHOOL DISTRICT NO. 82

COAST MOUNTAINS

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2052

Re: Seniority Dates of former CUPE Local 2861

Employees of former School District No. 88 (Terrace), CUPE Local 2861, shall carry their seniority date with them and be placed in the applicable position on the seniority list that presently covers the employees of former CUPE, Local 2831 (dove tailing of seniority). Should there be a tie in seniority dates, alphabetical order of the employees surname shall be used as the tiebreaker. It is agreed that prior to finalizing and dove tailing the seniority lists, the employees shall have an opportunity to verify their seniority date. Furthermore, should the union have specific employees in any of the former

only a reasonable number shall be verified by the employer. Any seniority disputes shall be resolved by the parties.

ATTACHMENT "A" REFERRED TO I-S AS THE CONSOLIDATION
AGREEMENT

This attachment has been incorporated into the Contract.

ATTACHMENT "B" REFERRED TO IN ARTICLE 14.08

CUPE LOCAL 2052
Casuals
August 1998 February 1999 Payroll

Ambercrombie, Michelle

Anderson, Hayley

Braun, Maureen

Burton, Anne

Buyse, Carla

Buyse, Debbie

Card, Louisa

Chisholm, Jessie

Coleman, Linda

Danis, Debbie

De Silva, Ray

Demedeiros, Dulce

Desousa, Lisa

Dornbierer, Ursula Faria, Lucia

Fitzpatrick, Lori

Foley, Fidelis

Giraldi, Chris

Green, Darrell

Guy, Ted

Harris, Susan~Z

Harrison, Linda

Holmberg, Betty

Kolodinski, June

Krevenchuk, Maria⁷

kuppers, Patricia Larose, Doug

Larose, Larry

Larose, Pam

Lebel, Donia/

Lee, Seana

Letourneau, Darlene

Lindstrom, Heather

Luis, Robert
 Machula, Hana
 MacLeod, Donald
 Manson, Jim
 Mckenzie, Dan
 Martyres, Zemira
 Mathur, Kirpa - Mendoza, Emy - Moore, Gary

Morrison, Robin
 Paul, Carol
 Peacock, Susan ~
 Pedro, Carlos
 Phelan Patricia
 Plewis, Anna
 Rosoman, Tyler
 Roth, Diana
 Roth neyrMarioi~ ~z(4e~4
 Sluyter, Roy
 Seggie, Anne
 Skender, Cheryl
 Smith, Marie -Stuart, Janet
 Thomson, Linda-<
 Tse, Wendy
 Valgren, Ray
 Walker, Roberta
 Williams, Rosalie
 Wink, Gabrielle
 Zielinski, Mark

ATTACHMENT "C" AS REFERRED TO IN ARTICLES 10.05; 16.04; 19.02; 22.07

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Special Services

	Assistant		
Kuppers, Patricia	Noon Hour	15.76	2
	Su ervisor		
Lawson, Barbara	Libra Clerk	17.20	4

Lindner, Dorit	Libra Clerk	17.20	4	2
Losier, Claude	Janitor-i-Custodian	18.89		
Luis, Manuel A.	Foreman	24.40		
Maier, Wilma Lee	Bus Driver	19.55		
Martins, Milagrinha	Noon Hour Supervisor	16.14	2	
Martyres, Zemira	Noon Hour Supervisor	16.14	2	
Mayer, Kathy	Teacher Assistant Special Services Assistant	17.20	4	
Mckenzie, George	Electrician	23.26		
Melo, Fernanda	Janitor-(II) Custodian	18.21		
Mendes, Eduardo M.	Maintenance II	21.13		
Morin, Marie	Native-Ed First Nations Support Worker	18.95		
Morton, Lucia	Home/School Noon Hour Supervisor	16.14	2	
Muchalla, Tripta	Teacher ,Assistant Special Services Assistant	17.20	4	
Notheis, Barbara	Noon Hour Supervisor	16.14	2	
Pacheco, Roger	Car enter	23.26		
Palumbo, Shirley	Janitor-Con-Head Custodian	19.46		
Parsons, Patricia	Accounts Clerk	18.38	6	
Pesunit, Maria	Janitor-Con-Head Custodian	19.46		
Phelan, Patricia M.	Teacher ,Assistant Special Services Assistant	16.76	4	
Pierce, Jean Christine	Teacher Assistant Special Services Assistant	17.20		4
Reid, Monica	Noon Hour Supervisor	16.14	2	
Rejczak, Emilia	Noon Hour Supervisor	16.14	2	

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III

•~ Lu is, Manuel A. Hoffo~Macilyn

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Ahorcrombie, Michelle	Noon-Hour	1-5.45	2	0
B.~irbosa, Maria	Noon-Hour	4&14	2	2
Da Costa, Cynthia	Noon—Hour	4&14	2	
PauUne				
Field ₁ -Ellen	Noon-Hour	4&14	2	
Johson, Suzan	Noon-Hour	4&-14	2	
Kowalczyk, Deborah	Noon-Hour	1-5-76	2	4
Kuppers, Patricia	Noon-Hour	4546	2	4
Martins, Milagrinha	Noon-Hour	4644	2	
Martyres, Zemira	Noon-Hour			
	Noon-Hour	4644	2	
Rejozak-Emlia	Noon-Hour	46+14	2	
Sangha~—Kelly	Noon-Hour	46+14	2	
Wilds—Kay	Noon-Hour	4644	2	
\A.iink Gabrielle	Noon-Hour	4546	2	1-
F~ois4ea-K		48T87	7	2
Gordon, Charlotte		48T87	7	2
Hone ₇ -Patti		4&87	7	

	TA'ClricaIKCH	4&33	6	2
	Teacher Assistant	1-7-.20	4	2
	Teacher Assistant	1-7-20	4	
	Teacher Assistant	4646	4	
	Teacher Assistant	47-.~20	4	
Danis, Debbie	Teacher Assistant	47--20	4	
Davis, Joan C.	Teacher Assistant	47-20	4	
Dornbierer, Ursula	Teacher Assistant	4646	4	
Flint, Sandra D.	Teacher Assistant	4720	4	
	Teacher Assistant	4-&8.7	7	Red-Cicoled
Gutierrez, Socorro	Teacher Assistant	1-720	4	

ATTACHMENT "E" REFERRED TO IN ARTICLE 25.09

**CUPE LOCAL 2052
RRSP Contributors**

Burdin, Karin

Dillabough, Elnora

Hoffos, Marilyn

Hone, Patti

Lawson, Barbara

Lindner, Dorit

CUPE Local 2052 and School District No. 82 (Coast Mountains)
Collective Agreement July 1, 1997/June 30 2003

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ATTACHMENT "F" AS REFERRED TO IN ARTICLE 27.09

CUPE 2052

First Aid Allowance

Bator, Terry

Bliss, Wendy

Gorden, Charlotte

Hone, Patti

Lindner, Dorit

Lu is, Manual A.

Maier, Wilma Lee,

Morton, Lucia

Pacheco, Roger

Parson, Patricia

Waddell, Elizabeth

Wild, Kay

ATTACHMENT "H" AS REFERRED TO IN ARTICLE 1607

CUPE LOCAL 2052
Layoff List
As of February **28, 1999**

Beeson, Lynne

Coleman, Linda

Demedeiros, Dulce

Faria, Lucia

Foley, Fidelis

Letourneau, Darlene

Mulwaka, Rosalind

Between:

and:
The Canadian Union of Public Employees, Local 2052

“Th
e
Uni
on”

WHEREAS the Parties to this Agreement began a Job Evaluation project in December 1995 as a result of the conclusion of collective bargaining and subsequently developed and agreed upon a Pay Equity Plan. The Joint Job Evaluation Committee (“JJEC”) made its final report to the parties May 28, 1999; and

WHEREAS the following terms represent the agreement reached to provide for implementation of pay equity arising out of the findings of the JJEC report:

1. Appendix “A” shows the rates of pay agreed to for Pay Equity purposes effective July 1, 1997. These rates of pay shall become part of a new Schedule “A” of the Collective Agreement.
2. Appendix “B” represents the agreed weighting for the gender-neutral job evaluation plan factors and sub-factors.
3. Appendix “C” represents the list of classifications and the appropriate total points for each classification as adopted by the parties.
4. The cost of implementing this Pay Equity agreement is 15.55% of payroll.
5. The rates of pay for male dominated classifications shall be those shown in Schedule “A” of the Collective Agreement.
6. The parties agree that Appendix “A” represents the maximum hourly rate (top increment step) for each classification on July 1, 1997. Employees who have not achieved the maximum hourly rate will be incrementally below the maximum hourly rate to the same degree as currently.
7. The target hourly rate of pay for Noon Hour Supervisors and Crossing Guards is \$16.00 effective July 1, 1997 in Appendix “A”. The Noon Hour Supervisors and Crossing Guards receive General wage increases thereafter.
8. There will be one rate for Bus Drivers, \$19.79 per hour (July 1, 1997 rate). This rate plus general wage increases since July 1, 1997 shall be effective the date of signing of this agreement or the date of a decision of an arbitrator implementing pay equity if the parties have not reached a final agreement.

Appendix "A"

Pay Equity Implementation Agreement

Board of School Trustees of School District No. 82 (Coast Mountain)
"The Employer"

9. The Head Custodian (Terrace) positions will continue to receive their premium as established by Schedule "F" (first paragraph) and Article 23.05 of the Collective Agreement during pay equity implementation provided that at no time will any Head Custodian receive more than the pay equity target rate. When pay equity is achieved, the first paragraph of Schedule "F" and Article 23.05 will be deleted from the collective agreement.
10. The parties agree that the employer has paid out as a lump sum payment all monies owed for the period April 1, 1995 - February 28, 1999.
11. (a) All pay equity funding and adjustments provided by the government shall be reduced by all wage sensitive benefit costs (CPP, EI, Superannuation, WCB, Group Life) prior to distribution to employees in accordance with (b).

(b) The parties agree that all pay equity wage adjustments shall be made on a pro rata basis. The effect of this will be to provide all employees entitled to a pay equity wage adjustment with a wage adjustment equal to the same percentage of the difference between the target rate and the current rate. The current rate shall be the collective agreement rate plus any pay equity wage adjustments already made.

Retroactive Payments will be made as follows:

- (a) Payment will be made to all current casuals who have worked in classifications, which have had upward adjustments.
- (b) The parties agree that all employees have received (in lump sum payment) any and all monies and adjustments up to February 28, 1999. Former employees (including former casual employees) employed in the District subsequent to February 28, 1999 will have three months to make a claim for pay equity

adjustments. The Union will assist in finding all former employees. It is agreed that the minimum amount claimable by former employees shall be \$50.00. It is further agreed that in attempting to locate former employees it shall be sufficient to forward correspondence to the employees last known mailing address. The cost of attempting to locate such employees shall be shared equally between the parties. Monies left over after this three-month period will be put back into trust to be used for further adjustments.

13. (a) It is understood and agreed that the actual pay out of monies and the final cost of this implementation agreement is subject to continued funding for pay equity purposes as provided by the Provincial Government. In the event the provincial government fails to provide additional adjustment money the Employer will not be required to complete the outstanding pay equity adjustments.

14. Job Evaluation/Pay Equity Maintenance Agreement

- (a) The Employer and the Union will appoint two representatives and an alternate each to represent them on the Job Evaluation Maintenance committee ("JEMC"). The cost of the JEMC committee shall be shared by the parties as follows: The employer shall pay the cost of up to 12 days total per school year for the Unions two representatives or alternate in the absence of one of the representatives. The Union shall pay the cost of any time in excess of the twelve (12) days per school year. The JEMC shall meet three times annually or as necessary. Decisions of the JEMC will be by consensus.
- (b) The parties recognize the importance of maintaining accurate job descriptions and job ratings on an ongoing basis. It is the intention of the parties that all jobs be reviewed once every five years.
- (c) No job will be reviewed more than once in a twelve-month period unless there is a significant change in the duties and responsibilities.
- (d) Whenever the employer changes the duties and responsibilities of a job or whenever the incumbent(s), non union supervisor, the employer or the union feel the duties and responsibilities of the job have changed or that the job description does not accurately reflect the duties and responsibilities of the job, they may request a job evaluation review by completing and submitting a Job Evaluation Request for Review Form to the JEMC (copies will be provided to the Union and the Employer).

Reclassification/Revaluation Process

- (e) Upon receipt of a completed Job Evaluation Request for Review Form, the following procedures shall apply for reclassification or re-evaluation of existing positions.

Step 1

The JEMC shall review all available information. If necessary, further information may be gathered through the completion of a Job Analysis Questionnaire, interview of the incumbent and supervisor, or a visit to the job site as may be necessary. Based on this information the JEMC shall update the job description as necessary. The JEMC shall have thirty working days to conduct the review.

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Step 2

When the review is complete, the JEMC shall provide the Employer, the Union and the incumbent(s) with a copy of the revised job description and the rating. Where the job description has been changed, it shall be signed by the incumbent(s) and the non-union supervisor to signify their mutual agreement.

The JEMC shall meet to rate the job according to the procedures set out in the Job Evaluation Plan and advise the incumbent(s), the non-union supervisor, the Board and the Union of its decision on the Reviewed Decision Form. The rating of the job shall determine the pay rate for the job.

Step 3

When there are reclassifications and re-evaluation adjustments:

- (i) In female predominant positions the rating of the position shall determine the pay rate for the position. However, if there is less than fifteen (15) point change in the revised rating for the position, the pay rate will remain unchanged. If there is a fifteen (15) point or greater change in the revised rating for a position, the pay rate shall be determined by the formula in (iii) below.
 - (ii) In male predominant positions if there is less than fifteen (15) point change in the revised rating for the position, the pay rate will remain as in the Collective Agreement. If there is a fifteen (15) point or greater change in the revised rating for a position, the pay rate shall be determined by the formula in (iii) below.
 - (iii) Adjust the pay rate for the position by an amount equal to the point change multiplied by the cents per point adjustment resulting from the original calculation of the male regression line.
 - (iv) No measures will be taken or agreed to over the course of the pay equity plan that will reintroduce or widen that gender-based wage gap.
- (f) New Classifications

Where the Employer has established a new classification, the following procedures shall apply:

Step 1

The Employer shall prepare the job description for the classification.

Step 2

The employer shall establish an interim pay rate for the job based upon the specifications established by the Employer in Step 1. The employer shall advise the Union of the rate of pay attributable to the job description. When the position is posted, the posting shall indicate that the classification is new and that the pay rate is subject to confirmation of the JEMC pursuant to Step 3 as follows.

Step 3

Six months from the appointment to the new position, the incumbent and non-union supervisor shall complete a Job Analysis Questionnaire which shall be submitted along with updated job information, to the JEMC. The JEMC shall review and revise the job description as may be required and submit the same to the incumbent and non-union supervisor for their mutual agreement. The JEMC shall then rate the job according to the procedures set out in the Gender Neutral Job Evaluation Plan and shall advise the incumbent, the Employer and the Union of its' decision.

Step 4

- (i) If the job is rated at a pay rate higher than the originally established interim rate of pay, the incumbent shall receive an increase in pay retroactive to the date of appointment.
 - (ii) If the job is rated at a pay rate lower than the initial rate of pay, such rate of pay shall be adjusted to the lower pay rate at the beginning of the next pay period following notification by the JEMC.
- (g) Notwithstanding the provisions of this Pay Equity Implementation Agreement, nothing in it shall operate so as to prevent the Employer from amending the job duties and/or

responsibilities associated with any position provided that the rate of pay is determined in accordance with that rating set by the JEMC.

(h) Disputes

(I) JEMC Disputes

In the event of the JEMC being unable to reach an agreement on any matter relating to the interpretation, application or administration of the job evaluation plan or the maintenance of the Job Evaluation Program (including the classification or pay rate of positions reclassified under this Agreement), the JEMC will request, within ten working days, that each party designate an Advisor to meet with them. The two Advisors will meet with the JEMC to attempt to assist in reaching a decision.

If the two Advisors, in concert with their principals, are unsuccessful in achieving a decision, the dispute shall then be referred to arbitration, within thirty (30) calendar days for binding resolution.

The Arbitrator shall be provided with any relevant documentation in order to make a ruling.

The jurisdiction of the Arbitrator shall be limited to the matter in dispute, as submitted by the parties.

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.

The Arbitrator shall be bound by the terms of the Pay Equity Plan documents and this Agreement and shall not have the power to modify or amend any of their provisions or any provisions of the Collective Agreement.

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

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

16. (a) Until implementation of pay equity is complete the Board will post vacancies and new positions showing the current rate plus the pay equity and other adjustments and the pay equity target rate. An existing employee bidding into such a position would commence at the current rate for the position posted or the pay equity target rate whichever is the lesser.
- (b) A new employee of the Board will be paid the current rate for the position posted or the target rate whichever is the lesser.
- (c) All appointments to new classifications will be paid at the final rate as determined by the JEMC. The new incumbent(s) will be notified of the review process and the potential consequences of that review pursuant to this Agreement.

17. Issues referred to Judi Korbin.

The parties have agreed to refer the following issue to Judi Korbin for a final and binding resolution if they are unable to resolve the difference by September 30, 2002. Ms. Korbin shall determine the process to be followed for resolving these differences. While the parties are attempting to resolve these matters and until Ms. korbin has issued a decision (if necessary) the parties agree that the maintenance procedures in this agreement shall be used for new positions and outstanding reclassification matters.

Difference:

Whether or not Article 14 (Job Evaluation/Pay Equity Maintenance Agreement) is to be included in the collective agreement and what parts, if any, of the collective agreement are to be deleted or revised in view of the Pay Equity Implementation Agreement.

The parties have agreed to refer the following issues to Judi Korbin for a final and binding resolution of the differences. Ms. korbin shall determine the process to be followed for resolving these differences.

Differences:

1. The government funding issue.
2. Whether or not the employer and the union shall have access to arbitration in the event that either party does not accept a decision of the JEMC.
3. Any other matter which the parties cannot finalize by March 18 shall be referred to Judi Korbin on an expedited basis.

18. This Agreement is subject to the ratification of the Board of School Trustees, Coast Mountains School District #82 and CUPE Local 2052 and the approval of the British Columbia Public School Employers' Association and the Public Sector Employers' Council.

Signed this _____ day of March
For School Board

For Union

Appendix "B"

Irene Holden and Vince Ready Reports

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-9

Collective Agreement July 1, 1997— June 30, 2003

2. Should the \$5 million in the fund identified in paragraph 1 above not be exclusively expended for purposes related to the Four Hour Minimum Work Day Fund, any surplus will be transferred to the employment security fund on a yearly basis. That fund is identified in paragraph 13 below. It is also recommended by IIC #12 and described in the Report.
3. The monies committed by government and recommended by JIG #2 for employment security (\$3.5 million, annually) on each of July 1, 2000, July 1, 2001 and July 1, 2002 to the Support Staff Job Security Fund as described in the IIC #2 Report.
4. The monies committed by government and recommended by IIC #2 to fund the LTD plan (\$ 11.8 million, annually) on January 1, 2002, January 1, 2003 and thereafter, to the Joint Beneficial Trust fund mentioned in the IIC #2 Report and the Accords.

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

Sincerely,

Paid Payment
Minister of Finance and
Corporate Relations

Appendix "C"

Paul Ramsey letter

June 6, 2000

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Ref. No. 116240

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Labour Relation.i Boaxd

900 .360 West Georgia Street
Vancouver, BC Y6B 6)32

and
(2

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Vince Ready

~.650- 475 .We~t Georgia Street

VancQu~ver, BC V6B 4M9

Dear Irene Holdcn and Vince Ready:

Re: Inc!us~xii Inquiry Commission concerning settlement Collective Agreement
Between British Columbia Public School Employer? AssociatiOn
(and Member ~chool Diztrict~) end School Ditriect Support Staff Trade Unions
(IIC~2)

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

I understand that **you intend to use** those recommendations for the best of your binding decision

in accordance with your power under the Unions Support Staff Collective 13a-in-1-n Assistance Act (the "Act").

I note, as well that you make reference to certain Items which the government *has* agreed to fund. I wish to affirm, for all parties to the collective agreement or to the documents deemed to

be collective agreement under the Act, *that* the government commits to fund as follows:

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

Province of
British Columbia
Minister of
Finance and
Corporate Relations
Vancouver - Richmond
V5V 1X4

Telephone: (604) 673-3711
(YJPE Local 2052 and School District No. 82 (Coast Mountains))