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**MASTER AGREEMENT**

**EFFECTIVE JULY 1ST, 1994 TO JUNE 30, 1997**

**BETWEEN**

**THE NORTH WEST LABOUR RELATIONS COUNCIL**

**ACCREDITED FOR AND REPRESENTING**

**THE BOARD OF SCHOOL TRUSTEES OF**

**SCHOOL DISTRICT NO. 52 (PRINCE RUPERT)**

**AND**

**INTERNATIONAL UNION OF OPERATING ENGINEERS**

**LOCAL 882-B**

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## COLLECTIVE AGREEMENT

**BETWEEN:** THE NORTH WEST LABOUR RELATIONS COUNCIL  
ACCREDITED FOR AND REPRESENTING:  
THE BOARD OF SCHOOL TRUSTEES - SCHOOL DISTRICT NO. 52 (PRINCE RUPERT)  
(hereinafter called the 'Board')  
PARTY OF THE FIRST PART

**AND:** **INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 882-B**  
(hereinafter called the "**Union**")  
PARTY OF THE SECOND PART

### **PREAMBLE**

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

### **ARTICLE 1 - BOARD'S RIGHT**

#### **Sec. 1            Management and Direction**

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

#### **Sec. 2            Hiring and Discipline**

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

#### **sec. 3            Supervisory Staff**

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

## **ARTICLE II - UNION RECOGNITION & SECURITY**

### **Sec. 1 Bargaining Authority**

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

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

### **sec. 2 Unionership**

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

### **sec. 3 Check-Off**

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

### **sec. 4 Financial Responsibility**

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

**Sec. 5**            **Notification**

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

**Sec. 6**            **New Employees**

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

**Sec. 7**            **Strikes - Walkouts**

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

**ARTICLE III - DEFINITION**

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

**Probationary employees** **shall** be defined as a person who is serving a probationary period **of** thirty **(30)** working days, for a permanent appointment with the Board.

**Sec. 2**            (a) Casual employees **shall** be defined as a person who is employed on a day to day basis and who has an anticipated termination date, or for short continuous assignments when the anticipated termination date does not exceed thirty **(30)** calendar days at any one time. **If necessary**, assignments may be extended by mutual agreement.

(b) **Casual employees** shall only be entitled to the provisions of **this** Agreement **relating to** wage rates, hours of work, rest periods, and those **benefits** to which they are entitled by **virtue** of **Federal** or Provincial Government statutes.

**Sec. 3**            **Regular employee** shall be defined as a person who has satisfactorily completed thirty **(30)** working days service with the Board and who is employed on a regular full-time or part-time basis. Regular full-time employees shall be entitled to all benefits of this Agreement. Regular part-time employees shall **receive**, when eligible, benefit entitlement on a **pro rata basis**.

Sec. 4 **Maintenance staff** shall include or mean, unless the context is more clearly specified or limited, **Tradesmen, Storemen** and other employees working under the Maintenance Department.

Sec. 5 **Transportation staff** shall mean and include persons employed by the Board to **either drive, service or repair buses.**

Sec. 6 **Custodian staff** shall mean and include unless the context is more clearly specified or limited, **Custodians whether engaged** part-time or full-time by the Board.

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

#### **ARTICLE IV - HOURS OF WORK**

Sec. 1 **General Staff**

The normal hours of work for day **shift** maintenance employees shall be eight **(8) consecutive** hours par day, **forty (40)** hours per **week** inclusive of meal periods.

The normal hours of work for custodians on day **shift** and employees on all other shifts shall be up to eight **(8)** consecutive hours per day, **forty (40)** hours per **week** inclusive of a one half hour ( $\frac{1}{2}$ ) period for a meal to be taken on the job.

**N.B.** This section **does** not apply to bus drivers.

Sec. 2 **Clerical Staff**

The regular work **week** for all office personnel shall **consist of five (5) consecutive work days of seven (7)** hours **each**, exclusive of a meal period, from Monday to Friday inclusive.

Sec. 3 **Work Week**

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

sec. 4 **Rest i o d s**

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.

sec. 5 **Computing Overtime Rates**

For the purpose of computing the **hourly** overtime rate for monthly rate employees, the **monthly** salary shall be **divided** by **174**, or **152** for **clerical**, being the average number of **working** hours per month, **and** multiplied by double time, as the **case** may be.



Sec. 6            **Assignment of Extra Work**

Current part-time employees shall be given first opportunity to perform extra hours of work. If extra or unassigned hours of work become available these shall be offered first to a current part-time employee up to a normal work day/work **week** maximum, provided that such assignment does not conflict with the normal day to day operation of the school, classroom and/or work-site. The Union shall provide a list of part-time employees who may wish to work extra hours.

sec. 7            **Defintions of Shifts**

Day Shift - **7:00** am. 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** p.m.

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

**ARTICLE V - SENIORITY**

Sec. 1            **Principle**

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

Sec. 2            **New Employees - Probationary Period**

New hired employees shall be hired on probation, the probation period to continue for thirty **(30)** working days, during which time he/she shall be considered a temporary worker **only**, and **during this** same **period** no seniority rights shall be **recognized**. After completion of the probationary **period**, seniority shall be effective from the original date of employment

Sec. 3            **Lay-Offs & Rehiring**

- (a)    The Board agrees that in the event of a **lay-off**, regular **employees** shall, where practicable, be laid off in order of their seniority. When **it** is necessary to rehire, employees shall **be** m-employed in the inverse order in which they were laid off. No new employees shall be hired until those laid off have been rehired.
- (b)    In the event of layoffs, such layoffs will be initiated within the Department first concerned, and the employees with the least seniority **shall** be the first laid off, provided **however**, that such employee laid off may **exercise his/her** seniority with another Department and provided he/she has the qualifications to undertake such work.

- (c) Lay-off notice shall be in accordance with the Employment Standards Act

sec. 4

**Job Postings**

- (a) In the event of a vacancy occurring in any classification covered by this agreement, or in the event of a new position being created, notice thereof shall be posted for ten **(10)** working days and a **copy** shall be **mailed** to the Secretary of the Union. Such postings and notice shall contain the following information: nature of the position, required ability, hours of work and wage rate or salary range, and the closing date for accepting applications. Applications must be made in writing. The Union shall be advised in writing of the name(s) of the successful applicant(s) within seven **(7)** days following his/her or her appointment.
- (b) The Board agrees that seniority shall govern in all cases of promotions and demotions when the **qualifications** and **ability** of the employees concerned in the opinion of the Board are equal. The Board **shall** determine **qualifications** and **ability**, in a fair and equitable manner.
- (c) **If** the successful applicant is a regular employee he/she shall be placed on **trial** for a period of thirty **(30)** working days. 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, he/she shall be returned to his/her former position at the prevailing rate without loss of **seniority**, and any other employees **promoted** or transferred because of the rearrangement of position may also be returned to their former **position**.
- (d) Vacancies occurring in July and August will not be permanently assigned until after school commences in September.
- (e) This section shall not apply to temporary replacements necessitated by illness, injury or leave of absence, or replacement of employees on vacation or for the temporary filling of vacancies
- (f) Job postings will be mailed to employees on Leave of Absence, Layoff, **WCB** and **W/LTD**.

Sec. 5

**Loss of Seniority**

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

- (a) discharge for **cause** and not being reinstated;
- (b) his/her resignation;
- (c) absence from work in excess of **three (3)** working days **without notifying** the Board **Office** unless such notice was not **reasonably** possible;

- (d) after a lay-off, failing to return to work within seven (7) calendar days, after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to **keep** the Board **Office** informed of his/her current address;
- (e) being laid off for a period of twelve (12) months.

**Sec. 6      No Loss of Seniority**

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

**Sec. 7      Seniority List**

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

**ARTICLE VI - WAGES**

**Sec. 1      Pay Dates**

The Board shall pay **salaries** and wages twice monthly, on the **15th** or the Friday prior, and the last banking day of each month, in accordance with the Wage Schedules attached hereto and forming part of this agreement.

All overtime earned after the **15th** of the month will be included in the following month's cheque or as per Sec. 3 (e). Employees shall be classified as per the Wage Schedules attached hereto and forming **part** of **this** agreement.

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

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

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

**Sec. 3      Overtime Entitlement**

- (a) For all overtime worked as hereinafter defined, all employees covered under the Wage Schedules of this Agreement shall be paid as follows:

- (b) All time worked over eight (8) hours or seven (7) hours per day, or forty (40) hours or thirty-five (35) hours per week (whichever is applicable), shall be paid for at double (2) the regular rate until the commencement of the employee's next scheduled shift.
- (c) For all time worked on a Saturday or Sunday, or where shift work is in effect, on those days constituting the employee's rest days in lieu of Saturday or Sunday, double (2) the regular rate shall be paid,
- (d) Should an employee be required to work on a statutory holiday, the employee shall receive 2 times pay in addition to holiday pay.
- (e) Employees shall have the option to accumulate overtime and call time. All overtime shall be converted to **straight** time off at the regular rate of pay (in periods of not less than one (1) scheduled day and taken at a time **mutually** agreed upon.

sec. 4 **Where No Work is Available**

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

sec. 5 **Call Out**

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

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

Sec. 6 **Assignments & Substitutes**

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

sec. 7 **Shift Differential**

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

## **ARTICLE VII - VACATIONS**

### sec. 1      **Entitlement**

- (a) Annual vacations will be granted as follows:
- (i) Employees who have not completed one year of continuous service: one work day for each completed month of service, to a maximum of ten **(10)** work days with pay or four percent **(4%)** of earnings.
  - (ii) Employees in their second **(2nd)** year of employment but less than five **(5)** years continuous service, fifteen **(15)** work days with pay based on the employee's gross annual earnings or six percent **(6%)** of earnings, whichever is greater.
  - (iii) Employees **with five (5)** or more years but less than twelve **(12)** years continuous service, twenty **(20)** work days with pay based on the employee's gross annual earnings or eight percent **(8%)** of earnings, whichever is greater.
  - (iv) Employees with twelve **(12)** or more years but less than twenty **(20)** **years continuous service**, twenty-five **(25)** work days with pay based on the employee's gross annual earnings or ten percent **(10%)** of **earnings**, whichever is greater.
  - (v) Employees **with twenty (20)** or more years of continuous **service**, thirty **(30)** work days with pay based on the employee's gross annual earnings or twelve percent **(12%)** of earnings, whichever is greater.
- (b) **Part-Time Employees**  
For the purpose of determining vacation entitlement or vacation pay for regular **part-time** employees, ten **(10)** months employment shall be-considered to be equal to a year's service. Regular part-time employees shall receive vacation pay on the basis of **4%, 6%, 8%, 10% or 12%** of their gross earnings **upon** qualifying for **vacation** pay based on their years of service as detailed in this Article, Section 1.

**Note 1**      For the purpose of this Section entitlement to vacation shall be **based** upon the employees anniversary date of employment

### Sec. 2      **Vacation Period**

- (a) Vacations shall be taken at a time most convenient to the operation of the school district and where practical, **at** least two weeks will be granted during the months of July and August, or at a mutually acceptable time arranged between the Board and the employee. In the event of conflicting vacation date preferences, the choice shall be determined in accordance with seniority.

- (b) 10 month employees will take vacation payouts in December, March and May 31st. School secretaries will take vacation payouts in December and June 30th.

Sec. 3 **Pay Procedures**

Employees shall receive on the last office day preceding commencement of their annual vacation any monies which may fall due during the period of their vacation if requested by the employee at least two weeks prior to commencement of the vacation.

Sec. 4 **Leaving Board Service**

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

Sec. 5 **Statutory Holiday**

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

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

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

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

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

## **ARTICLE VIII - LEAVES OF ABSENCE**

### Sec. 1      **Sick Leave**

- (a) 'Sick Leave' means the period of time a regular employee is permitted to be absent from work with or without pay, by virtue of sickness, unavoidable quarantine, or accident for which compensation is not payable under the Workers' Compensation Act
- (b) Sick leave shall be granted to regular employees on the following basis:  
  
Eight **(8)** days sick leave will be available for all employees subject to a payback on a pro rata basis if unearned.  
  
Effective July **1, 1995**, nine **(9)** days sick leave will be available to **12** month employees subject to a payback on a pro rata basis if unearned.  
  
Sick leave days may be used to Top Up sick leave payment for weekly indemnity to **85%** of usual wages out of the **annual** sick leave days allowable.
- (c) Regular part-time employees shall receive sick benefits on a pro rata basis proportional to hours worked relative to a full-time employee.
- (d) Remuneration for the sick leave payable under parts **(b)** and **(c)** above shall be at one hundred **(100)** percent of the employee's regular daily pay.
- (e) Leave without pay of one year because of illness may be granted to an employee who does not **qualify** for sick leave with pay, or who is unable to return to work at the termination of the period for which sick leave with pay is granted. At the end of one year, an extension may be granted by the Board.
- (f) When an employee is granted leave of absence **without** pay for any reason, or is laid off on account of lack of work and **returns** to the service of the board upon **expiration** of such leave of absence, he/she shall not receive sick leave credit for the period of such absence, but shall retain his/her cumulative credit, **if** any, **existing** at the **time** of such lay-off.
- (g) An **employee** prevented from performing his/her regular work with the Board on account of an occupational accident that is **recognized** by the Workers' Compensation Board as compensable within the meaning of the Act, shall receive from the Board the difference between the amount payable by the Workers' compensation Board and his/her regular salary. Such **difference** shall be deducted from the employee's accumulated sick leave, provided the **employee** has such benefits to his credit. Should the employee have no sick leave to **his/her** credit, then he/she shall only be entitled to the amount paid by the Workers' Compensation Board.
- (h) An employee may be required to produce a **certificate** from a duly qualified medical practitioner for any illness in excess of three **(3)** days. Where an employee has taken uncertified sick leave in excess of seven **(7)** days in a period of twelve **(12)** months, the employee may be required to produce a

medical certificate for any subsequent illness. If there is a cost for obtaining the medical certificate the cost shall be borne by the Board if requested.

- (j) A record of all unused sick leave will be kept by the Board. An employee is to be advised on application of the amount of sick leave accrued to his/her **credit**.
- (j) When an employee becomes ill while on annual vacation, sick time will not count as part of the vacation. Illness must be substantiated by a doctors certificate if requested by the Board.
- (k) (i) An employee entitled to sick leave under this Article, shall receive, upon termination of employment, the following **percentum** of his/her unused accumulated sick leave after a minimum of ten **(10)** years continuous service:
  - 25%** of unexpended sick leave after **10** years of service;
  - 40%** of unexpended sick leave after **15** years of service;
  - 60%** of unexpended sick leave after **20** years of service.
- (ii) Sick leave accumulated pursuant to **this** part shall be frozen at the entitlements established on December **31, 1987**.
- (iii) Employees with less than ten **(10)** years of service on January **1, 1988** shall be entitled to the provisions of part (ii) above on completion of the required periods of service except that payout shall only be paid on termination after age **55** or on layoff.
- (iv) Sick days accumulated and vested in accordance with part (ii) may be used to top up or supplement the one hundred **(100)** percent pay under part **(d)** and Weekly Indemnity Plan under part **(l)**, on the request on the employee.
- (l) Eligible regular employees shall be covered by an Employer paid **Weekly Indemnity Plan** upon completion of the probationary period. The Plan provides remuneration for a period commencing on the fourth day of illness or first day of accident and extending to twenty-six **(26) weeks**, subject to Carrier limitations.
- (m) Eligible regular employees shall be covered by an employee paid Long Term **Disability** Plan upon completion of the **probationary** period. The Plan provides for **66 2/3%** pay **(non-taxable)** upon **conclusion** of the Weekly indemnity Plan and extending to age sixty-five **(65)** subject to Carrier **limitations**.
- (n) Superannuation continues to be shared by the Employer and employee during the Wage Indemnity period and paid by the Superannuation Commission during the Long **Term Disability** period. Eligible employees will receive a pension bawd upon salary increases indexed to the Consumer Price Index for the **L.T.D.** period through to age **sixty-five (65)** through the Superannuation Commission.



Sec. 2

**Union Business**

- (a) The Board agrees to grant time off without pay during any working day to officers of the Union in the employ of the Board for Union business,
- (b) The Board agrees that time spent in settling grievances during the regular working hours, pursuant to Article XII hereof by Union Stewards, shall be considered as time worked and paid at regular rates of pay.
- (c) In order that the work of the Board shall not be unreasonably interrupted, no Steward shall leave his/her work without obtaining permission of his/her supervisor, which permission shall not be unduly withheld.
- (d) Bargaining representatives in the employ of each district shall have the privilege of attending collective bargaining meetings with the Board if held during regular working hours, without loss of remuneration. The Union agrees to notify each Board of the names of such employees, whose number, for the purpose of this section, shall not exceed a total of three **(3)** employees at any one time.

Sec. 3

**Bereavement**

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

Any further bereavement leave will be considered by the Employer under Article VIII Section 6 - General Leave.

Sec. 4

**Jury Duty**

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

sec. 5

**Maternity Leave**

1. **Short Term Maternity Leave**

- (a) Statutory maternity leave shall be granted by the Board in accordance with the provisions of the Employment Standards Act. A copy of the Act shall be retained on file at the **District** Office and shall be **available** upon request
- (b) Unless medical **conditions** do not permit, the Board shall be given two weeks notice of the commencement of such leave.

- (c) The employee shall notify the Board at least three **(3)** weeks prior to returning to the job.

2 Extended Maternity Leave

- (a) Employees granted short term maternity leave and who opt not to return to work at the expiration of that leave may apply for extended maternity leave of up to an additional six **(6)** months.
- (b) The written application for extended maternity leave must be filed prior to taking maternity leave or must reach the **office** of the **Secretary-Treasurer** at least twenty **(20)** working days before the expiration of the short time maternity leave. The application must state the period of extended maternity leave requested and must indicate the date the **employee** intends to return to work.
- (c) The Board **will** continue to provide coverage for all employee benefit plans, provided the employee pays the premiums.
- (d) 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 equivalent to the position held at the commencement of the leave. Where **this** is not possible, the Board shall place the employee in a job consistent with her qualifications and seniority that is acceptable to the employee.
- (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 the **Article** shall, upon request, be granted to him.

3. Supplemental Unemployment Benefits on Maternity Leave

- (a) When a pregnant employee takes a maternity leave to which she is entitled pursuant to the Employment Standards Act, the Board shall pay the employee **95%** of her current salary for the first and second **weeks** of her leave.
- (b) Upon ratification, a top up to **95%** of current salary for the third through twelfth **weeks** of her leave will be paid.
- (c) Upon presentation of a **UIC benefit** statement, the employee will be paid according to established pay cutoffs and schedules.

4. Should adoption leave be taken, the employee shall be eligible to receive payment for such leave up to a maximum of ten **(10)** days pay at **95%** of full **salary**.

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

Sec. 6 General Leave

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

sec. 7 Paternity Leave

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

Sec. 6 Adoption Leave

- (a) The Board shall grant leave with full pay up to a maximum of four **(4)** working days to an employee who is adopting a dependent child,
- (b) This leave is granted so that the employee may transact the legal business, interviews, etc. as required by the adoption agency.
- (c) **If** both of the adopting parents are employees each is entitled to the leave referred to in paragraph (a).
- (d) The Board may approve up to six **(6)** additional days with leave for the adoption process if the employee so requests. **This** additional leave may be granted with or without pay.
- (e) Following the **formalization** of the adoption, one employee per family may request up to thirty **(30)** consecutive working days for the purpose of family **establishment**. This leave extension will be granted only if the services of a suitable substitute can be guaranteed for the entire leave. This leave extension will be granted without pay.
- (f) Adoption Leave does not cover the **formalization** guardianship for dependent children of a bonded family.

sec. 9 Parenthood Leave

- (a) 'Parenting' is **fulfilling** the role of principal care giver to the dependent child/children in the home or institution if the child is **institutionalized**.
- (b) 'Parenthood Leave' will be considered for any employee who has sewed continuously in the district for at least **three (3)** years prior to the school year in which the leave is to commence. The Board shall grant such requests within the limits of the following procedures.

- (c) Requests for such leave must reach the office of the Secretary-Treasurer by March **1st** for leave commencing July **1st** or by October **1st** for leave commencing January **1st**. The request for leave shall set out the period of leave requested and the employee's preferred return date, September **1st** or January **1st**.
- (d) An employee who is on Parenthood Leave and who accepts employment elsewhere shall be deemed to have resigned from this district effective the date of commencement of the new position.
- (e) Employees on Parenthood Leave may accept temporary assignments in School **District** No. **52** if no other acceptable temporary employee is available.
- (f) Employees on Parenthood Leave must formally notify the Secretary-Treasurer by March **15th/October 15th** in the school year in which the leave terminates regarding their intention to resume work in the district on September **1st/January 1st**. Failure to give such notification shall be **construed** as notice of resignation, effective June **30th/December 31st** immediately following that March **15th/October 15th**.
- (g) If both parents are employees covered by this agreement, **only** one parent is eligible for the leave at any one time. Neither is it the intent of this leave that one parent may be on Parenthood Leave while the other **is** on Long Term Maternity Leave.
- (h) An employee who is on a Long Term Maternity Leave may also request Parenthood Leave but the **combined leaves** must not exceed thirty **(30)** continuous working months and the employee must return to work on the first day of a **school** term (as defined by the School **Act**).
- (i) An employee returning to work from Parenthood Leave shall be assigned to a position equivalent to that previously held.
- (j) The number of employees on Parenthood Leave at any one time shall not exceed **5%** of the current **F.T.E.** employees covered by this agreement
- (k) **Notwithstanding** the foregoing return dates and provisions, an employee may return to work at an earlier date at the Secretary-Treasurer's discretion. In such an instance the Board is not bound to offer the employee a position **equivalent** to that **previously** held. The position offered will be governed by the **positions** available at that time.
- (l) Employees granted Parenthood Leave may make arrangements to continue their fringe benefit package at their own expense.

sec. 10

**Personal/Discretionary Leave**

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

Leave of absence without pay will be granted to a maximum of five (5) days per year at the request of an employee for personal reasons, subject to the availability of a suitable substitute. This leave shall not be used to extend regular vacation periods,

sec. 11 **Medical Care Leave**

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

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

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

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

sec. 12 **Video Display Terminals**

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

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

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

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

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

**ARTICLE IX - EMPLOYEE BENEFITS**

sec. 1 **Pension**

- (a) All eligible employees covered by the Agreement shall participate in and be 'covered by the provisions of the Pension (Municipal) Act,

- (b) The minimum retirement and maximum retirement age shall be as defined in the Pension (Municipal) Act

Sec. 2 **Medical Coverage**

- (a) Employees who have completed their probationary period may participate in the mutually approved Medical Plan and in the Extended Health Benefit Plan offered by the Medical Plan. The costs of the premium payments shall be shared **75%** by the Board and **25%** by the employee. Eyeglass option at **\$200 per 24 months**.
- (b) A Medical Travel Plan on a premium shared basis of **50/50**.

Sec. 3 **Group Life Insurance**

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

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

Sec. 4 **Dental Plan**

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

- Sec. 5 The Board shall notify the Union prior to making any changes to the carriers of the **employee** benefit package. Changes shall only be **made by** mutual agreement.

**ARTICLE X - GENERAL**

Sec. 1 **Courses of Instruction**

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

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

**Sec. 2            Clothing and Footwear**

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

me employer will provide lab coats to Lab Assistants at the secondary schools and **raingear** and/or umbrellas for Noon Hour Supervision Assistants.

**sec. 3            Disciplinary Notice**

Except in cases of dismissal for cause, notice of termination may be given to regular employees only after the employee has received a **written** warning setting forth reasons for dissatisfaction with the employee's services. Such warning must provide for at least a two **week** period for the employee to show satisfactory improvement and copies of all such warnings shall be forwarded to the Union.

**sec. 4            Technological Change**

Should any displacement of staff be indicated as the result of technological change, the Board and the Union will meet and discuss the possibility of employing displaced employees in some other capacity, three **(3)** months prior to the implementation of such change. In the event that a regular employee is displaced, he/she shall be offered an opportunity to bid on jobs held by employees **with** less seniority, providing the displaced employee possesses the **qualifications** required of the job held by the junior employee. Any employee subsequently laid off as a result of this procedure shall retain seniority and recall rights for a period of twelve **(12)** months. Any **employee** placed in a lower rated position as a result of **mechanization**, shall not have his/her wages reduced; but shall continue to receive his/her old rate until such time as the **agreement** rate for his/her new position is equal to his/her actual rate of pay.

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

**sec. 5            General**

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

**Sec. 6            Labour Management Liaison Meetings**

The Board or the Union may **request** a joint **meeting** to discuss matters of mutual interest regarding the interpretation of this Agreement, matters of safety, etc. The Union representatives shall be the Shop Stewards elect and they shall be entitled to attend such meetings without **loss** of pay.

**sec. 7            Mileage Allowance**

In addition to insurance coverage employees who are required to use their personal vehicles in order to carry out their regular duties or other Board business shall be

reimbursed at the rate prescribed by Board policy. This includes travel between work-sites as required on a regular basis, if such travel is stipulated as a condition of employment.

Sec. 6 **Vandalism Compensation - Employees' Motor Vehicles**

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

Before payment is made, the employee shall provide the Board with the police case number for the incident and demonstrate that repairs have been carried out.

sec. 9 **First Aid**

The Board shall reimburse Union members for course fees charged against the acquisition/renewal of a first aid certificate including Industrial First Aid upon successful completion of the course. It is the responsibility of the Union member to apply for this benefit and provide proof of payment and successful completion.

sec. 10 **Sexual Harassment**

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

sec. 11 **No Discrimination**

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

sec. 12 **The Board shall arrange for and pay for necessary Hearing Medical checks not covered by MSP or WCB.**

sec. 13 **Pay Equity**

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

**ARTICLE XI - GRIEVANCE PROCEDURE**

Sec. 1 In the event that any difference arises between the parties out of the interpretation, application, operation or any alleged violation of this agreement, including any difference arising from the suspension or dismissal of any employee and including any question or difference as to whether the matter is arbitrable, such question or



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

**Step 1**

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

**Step 2**

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

**Step 3**

Failing settlement within five **(5)** working days, such grievance shall be referred to a grievance committee comprised of two **(2)** members each from the Board and the Union. The **committee** shall, if it so desires, have its advisors in attendance. Failing settlement within ten **(10)** days by the committee the matter shall be promptly referred to and **dealt** with by arbitration as set forth in Article **XIII**.

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

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

sec. 4 **Time Limit**

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

**ARTICLE XII - ARBITRATION PROCEDURE**

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

sec. 2 The **arbitration** board may determine its own procedure, but shall give full opportunity to **all parties** to present evidence and make representations to it. The arbitration board shall endeavour to commence its proceedings within forty-eight **(48)** hours after the chairman is appointed. It shall hear and determine the difference or allegation and

render a decision within ten (10) days from the time the chairman is appointed. The decision of the majority shall be the decision of the board of arbitration.

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

sec. 4 Each party shall pay:

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

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

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

sec. 7 Sole Arbitrator

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

Sec. 6 Witnesses

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

sec. 9 Employee

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

sec. 10 Industry Troubleshooter

Share of cost of grievance recommendations:

If a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this agreement, including any question as to whether a matter is arbitrable, during the term of the collective agreement, Stephen Kelleher, or a substitute agreed to by the parties, shall at the request of either party

- (a) investigate the difference.



- (b) define the issue in the **diffenence**, and
- (c) make written recommendations to resolve the difference

within **30** days of the date of receipt of the request and, for those **30** days from that date, time does not run in respect of the grievance procedure

the Minister of Finance and Corporate Relations, on the Minister's requisition, shall pay out of the consolidated revenue fund **1/3** of the cost incurred by the parties for payment of reasonable remuneration, travelling and out of pocket expenses of the person named or his or her **substitute**.

### **ARTICLE XIII - CONTRACTING OUT**

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

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

### **ARTICLE XIV - DURATION OF AGREEMENT**

This Collective Agreement shall be in full force and effect from and including July **1, 1994**, to and ~~including June 30, 1997~~, and shall continue In full force and effect from year to year thereafter subject to the right of either party to this Collective Agreement within four **(4)** months immediately preceding **June 30, 1997**, or immediately preceding the anniversary date in any year thereafter, by written notice to the other **party**, require the other party to commence **collective** bargaining with a view to the conclusion of a renewal or revision of this Collective Agreement or a new Collective Agreement

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

IN WITNESS WHEREOF THE PARTIES UNDERSIGNED HAVE EXECUTED THIS AGREEMENT,  
SIGNED THIS 7th DAY OF JUNE, 1995.

For and on behalf of:

**BRITISH COLUMBIA PUBLIC SCHOOLS  
EMPLOYERS' ASSOCIATION**

**INTERNATIONAL UNION OF OPERATING  
ENGINEERS - LOCAL 882B**

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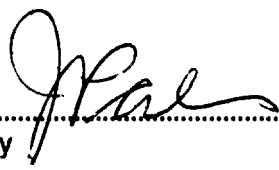


President

ACCREDITED BARGAINING AGENT FOR:

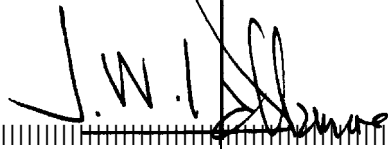
**SCHOOL DISTRICT NO. 52 (PRINCE RUPERT)**

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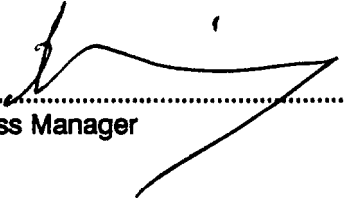
Secretary

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J.W. Dallamore, Secretary-Treasurer

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Business Manager

**LETTER OF UNDERSTANDING #1**

**BETWEEN: SCHOOL DISTRICT NO. 52 (PRINCE RUPERT)**

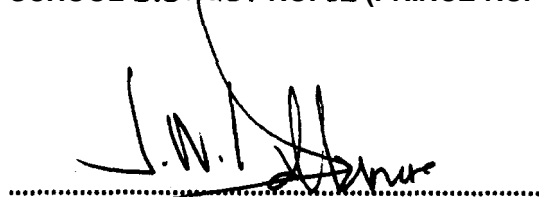
**AND: INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 882-B In the Municipality of Burnaby,  
In the Province of British Columbia.**

The parties hereby **agree** that a letter shall be written by the Board no later than the **15th** of May to the School Principals advising when secretaries will be required to report to work. Secretaries shall be available for work if requested by the Board before school opens or after school closes. **School** clerical staff will be consulted in the development of a clerical work plan for the next school year.

**DATED AND SIGNED THIS 7th DAY OF JUNE, 1995.**

For and on behalf of:

**SCHOOL DISTRICT NO. 52 (PRINCE RUPERT)**



**INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 882-B**



**LETTER OF UNDERSTANDING #2**

**BETWEEN: SCHOOL DISTRICT NO. 52 (PRINCE RUPERT)**

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

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

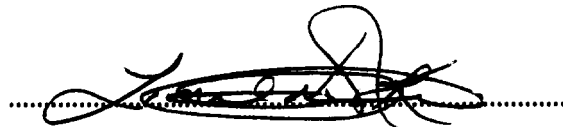
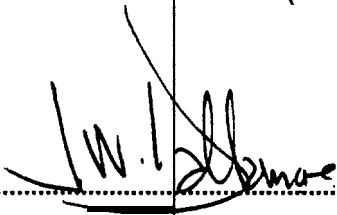
A Joint Committee representing management and the union will be formed to organize and arrange in-service training for employees to cover additional days, if any, when students are not in school. The program must be approved by the District Principal and/or the Secretary-Treasurer.

**DATED AND SIGNED THIS 7th DAY OF JUNE, 1995.**

For and on behalf of:

**SCHOOL DISTRICT NO. 52 (PRINCE RUPERT)**

**INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 882-B**



**LETTER OF UNDERSTANDING #3**

**BETWEEN: SCHOOL DISTRICT NO. 52 (PRINCE RUPERT)**

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

An employee subject to layoff may bump any employee with less seniority within their job classification category with similar hours, provided the employee exercising the right is qualified to perform the work.

Employees in Category No. 1 cannot bump employees in Category No. 2 unless they have completed the approved courses or work unsupervised as per Addendum No. 1, Page 3.

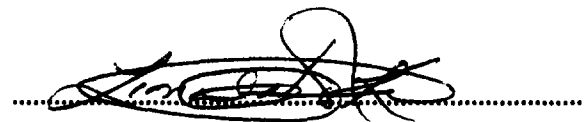
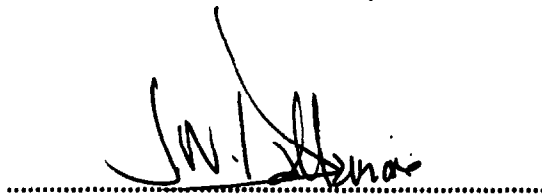
**An employee** is entitled to take a position (**as set out** in the **first paragraph** of this letter of understanding) that has the same hours and conditions as the position they previously held, A position with fewer hours may be **selected** by the employee if he/she chooses to do so,

**DATED AND SIGNED THIS 7th DAY OF JUNE, 1995.**

For and on behalf of:

**SCHOOL DISTRICT NO. 52 (PRINCE RUPERT)**

**INTERNATIONAL UNION OF OPERATING.  
ENGINEERS, LOCAL 882-B**



**LETTER OF UNDERSTANDING #4**

BETWEEN: SCHOOL DISTRICT NO. 52 (PRINCE RUPERT)

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

**NOON HOUR SUPERVISION**

1. **Teacher Assistants and Child Care Workers**

current employees shall have the option of the additional hour of work. Current rate of pay and benefits shall apply.

2. **Ten of Employment** - September to June

3. **Hours of Work** - Up to one (1) hour.

4. **Seniority - (Casual Employees)**

Shall neither exercise seniority nor accumulate seniority. However, casual employees shall be considered for regular employment and if appointed as such shall have their total cumulative hours of service as a casual employee credited for purposes of regular seniority.

5. **Benefits - (Casual Employees) - Only Statutory.**

6. **Rate of Pay (Casual Employee)**

The applicable rate of pay as per Collective Agreement Addendum No. 1, page 2, Category No.1.

DATED AND SIGNED THIS 7th DAY OF JUNE, 1995.

For and on behalf of:

SCHOOL DISTRICT NO. 52 (PRINCE RUPERT)

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 882-B**

a.....\*

.....



**LETTER OF UNDERSTANDING #5**

**BETWEEN:** SCHOOL DISTRICT NO. 52 (PRINCE RUPERT)

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

Teacher Assistants or Child Care Workers who complete 3 approved courses equal to 9 **credits** will **qualify** for pay Category 2.

The courses must be approved by the District Principal or the Secretary-Treasurer before commencing the courses.

**DATED AND SIGNED THIS 7th DAY OF JUNE, 1995.**

For and on behalf **of:**

**SCHOOL DISTRICT NO. 52 (PRINCE RUPERT)**

**INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 882-B**

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**LETTER OF UNDERSTANDING #6**

**BETWEEN:** SCHOOL DISTRICT NO. 52 (PRINCE RUPERT)  
**AND:** INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 882-B IN THE MUNICIPALITY OF BURNABY,  
IN THE PROVINCE OF BRITISH COLUMBIA

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

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

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

**DATED AND SIGNED THIS 7th DAY OF JUNE, 1995**

For and on behalf of:

**SCHOOL DISTRICT NO. 52 (PRINCE RUPERT)**

**INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 882-B**

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SCHOOL DISTRICT NO. 52 (PRINCE RUPERT)

ADDENDUMNO. 1 -PAGE 1

WAGESCHEDULE

CLASSIFICATION	1-Jan-95	1 -Jul-95	1 -Apr-96
Student Labourer	12.45	12.60	12.75
Base Rate - Labourer, Custodial Assistant	16.08	16.23	16.38
Custodian	16.77	16.92	17.07
Custodian With "B" Ticket	17.83	17.98	18.13
Custodian With "A" Ticket	17.99	18.14	18.29
Head Custodian	17.08	17.23	17.38
Head Custodian With "B" Ticket -	18.11	18.26	18.41
Head Custodian With "A" Ticket	18.27	18.42	18.57
Chief Engineer	18.46	18.61	18.76
Foreman - Custodian	20.02	20.17	20.32
Groundsman	17.19	17.34	17.49
Maintenance I	17.19	17.34	17.49
Maintenance II	17.92	18.07	18.22
Maintenance III	18.18	18.33	18.48
Tradesman Uncertified	19.69	19.84	19.99
Tradesman TQ	21.90	22.05	22.20
Foreman - Maintenance	23.26	23.41	23.56

SCHOOL DISTRICT NO. 52 (PRINCE RUPERT)

ADDENDUM NO. 1 - PAGE 2

WAGE SCHEDULE

		1 -Jan-95	1-Jul-95	1 -Apr-96
<b>CATEGORY NO. 1</b>				
Clerk/Typist	Starting Rate	13.72	13.87	14.02
Teacher Assistant I	After 9 months	14.07	14.22	14.37
Library Assistant I	After 16 months	14.43	14.90	15.05
Childcare Worker I	After 24 months	14.75	N/A	N/A
School Meals Program Worker				
<b>CATEGORY NO. 2</b>				
Teacher Assistant II	Starting Rate	14.84	14.99	15.14
Library Assistant II	After 3 months	14.99	15.14	15.29
Childcare Worker II	After 9 months	15.36	15.51	15.66
Lab Assistant	After 16 months	15.72	16.23	16.38
Attendance Clerk/Secretary	After 24 months	16.08	N/A	N/A
<b>CATEGORY NO. 3</b>				
Secretary I	Starting Rate	15.41	15.56	15.71
	After 3 months	15.75	15.90	16.05
	After 9 months	16.08	16.23	16.38
	After 16 months	16.42	17.10	17.25
	After 24 months	16.95	N/A	N/A
<b>CATEGORY NO. 4</b>				
Resource Centre Clerk/Secretary II	Starting Rate	16.50	16.65	16.80
	After 3 months	16.92	17.07	17.22
	After 9 months	17.25	17.40	17.55
	After 16 months	17.62	18.27	18.42
	After 24 months	18.12	N/A	N/A
<b>CATEGORY NO. 5</b>				
Home/School Coordinator	Starting Rate	17.15	17.30	17.45
Payroll Clerk	After 3 months	17.57	17.72	17.87
Senior Secretary (Admin.)	After 9 months	17.91	18.06	18.21
Secretary III	After 16 months	18.27	18.81	18.96
1st Nations Family Res. Worker	After 24 months	18.66	N/A	N/A
<b>CATEGORY NO. 6</b>				
Senior Resource Centre Clerk	Starting Rate	17.77	17.92	18.07
	After 3 months	18.18	18.33	18.48
	After 9 months	18.53	18.68	18.83
	After 16 months	18.89	19.44	19.59
	After 24 months	19.29	N/A	N/A

**ADDENDUM NO. 1 - PAGE 3**

**WAGE SCHEDULE**

1. The only secretary (i.e. works alone) in a school will be classified in Category **4**.
2. Suitable past experience of a new employee in office routine may be **recognized** in setting the starting salary.
3. An employee who is absent from duty at Port Simpson, **Kitkatla** or **Hartley** Bay because of inclement weather which prohibits travel from Prince Rupert to their place of employment, shall not be deducted for any time lost
4. Childcare Worker I and Teacher Assistant I who complete 3 approved courses as per Letter of Understanding dated February **24, 1993** will be reclassified to Childcare Worker II and Teacher Assistant II and will be paid the Category 2 rate of pay.
5. A library employee will be paid as a Library Assistant li, if they work **50%** or more of their time unsupervised.
6. Childcare Workers who are assigned to students who are not toilet trained or assist with personal hygiene will receive an allowance of **\$35.00** per month.

**Note:** Category No. 3 - Secretary I - supervised  
Category No. 4 - Secretary II - in charge/working alone  
Category No. 5 - **Secretary** iii - in charge/supervising

**It Is agreed that a course of studies will be jointly established for Library Assistants so that they may qualify for Pay Category 2 if they are not entitled to the rate under 5. above.**

School District No. 52 (Prince Rupert)

ADDENDUM NO. 1 - PAGE 4

**PSYCHOMETRICIAN, SPEECH & HEARING THERAPISTS**

1. 9 Year **Salary** Grid. **Salary** listed in monthly amounts to be paid for 12 months.

**Effective July 1993**

<b><u>Years of Experience</u></b>	<b><u>4 Years University</u></b>	<b><u>5 Years University</u></b>	<b><u>6 Years University</u></b>
0	\$2,867	\$3,113	\$3,355
1	3,009	3,287	3,552
2	3,151	3,461	3,749
3	3,295	3,634	3,945
4	3,436	3,808	4,142
5	3,579	3,981	4,340
6	3,722	4,154	4,536
7	3,864	4,330	4,734
8	4,007	4,503	4,931

Effective July 1, 1994, the Salary Grid rates **will mirror** the PRDTU Salary Grid to 9 steps (0-8).

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

School District No. 52 (Prince Rupert)

ADDENDUM NO. 2 - Page 1

1. SERVICE BONUS

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

2. HEAD CUSTODIAN AND HEAD CUSTODIAN/LEAD HAND

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

3. SHIFT DIFFERENTIAL

Afternoon **Shift:** **\$0.67** per hour July **1, 1992**, **\$0.68** per hour July **1, 1993** for each hour on the shift

Graveyard **Shift:** **\$0.87** per hour July **1, 1992**, **\$0.89** per hour July **1, 1993** for each hour on the **shift**

Midnight to **5:59** am.: Instead of the **shift** differential specified above, employees will be paid a **special differential** of **\$0.87** per hour July **1, 1992**, **\$0.89** per hour July **1, 1993** for each hour worked **between** midnight and **5:59** am.

4. **DIRTY MONEY**

Dirty Money at \$1.30 per hour July 1, 1993, \$1.33 per hour July 1, 1994 will be paid to employees doing the following work:

- (1) Cleaning domestic hot water tanks
- (2) Rebrickng boilers
- (3) Cleaning fuel tanks
- (4) Spray painting
- (5) While exposed to raw sewage
- (6) Toxic chemicals

5. Employees who are required to work at more than one location will be paid a mileage allowance for using their car as per Board Policy 6.1.5.



