

## ARTICLE 1 PREAMBLE

This Agreement is entered into with a view to promoting harmony and cooperation between the Board and the Union.

### 1.01 Purpose of the Agreement

The purpose of this Agreement is:

- a) to establish and maintain a harmonious and mutually beneficial relationship between the Union, its members, and the Board; and
- b) to set forth the negotiated terms and conditions of employment for employees covered by this Agreement; and
- c) to advance professional standards among the employees covered by this Agreement; and
- d) to improve, on a continuing basis, the professional services provided by the Board to the public.

### 1.02 Use of Singular/**Plural and Gender**

Wherever in this Agreement the singular or **plural** is used, **or a gender specific term is used**, it is understood that the reference shall include the **alternative** where the context so requires.

### 1.03 No Discrimination

The parties agree that there will be no discrimination practiced with respect to any employee because of age, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex or sexual orientation of the employee, or by reason of any other prohibited ground contained in the British Columbia Human Rights Act, except where a Bona Fide Occupational Requirement exists.

### 1.04 Definitions

Terms used in this Agreement shall have the meaning ascribed to them in definitions described in Appendix A to this Agreement.

ARTICLE 2 UNION RECOGNITION, RIGHTS AND SECURITY

2.01 Bargaining Unit

The bargaining unit shall consist of all employees of the Board for whom the Union has been certified to bargain collectively pursuant to the Labour Relations Code.

a) Bargaining Agent Recognition

The Board recognizes the Union as the exclusive bargaining agent for all employees for whom the Union has been certified as a bargaining agent.

b) No Other Agreement

No agreement with any individual employee or other organization shall supercede or contravene the terms of this Agreement and no employee covered by this Agreement shall be required or permitted to make a written or oral agreement with the Board or its representatives which may conflict with the terms of this Agreement.

**2.02 Bulletin Boards**

The Board agrees to provide bulletin board facilities for use of the **Association in the sites where teams are located.**

2.03 Recognition and Rights of Union Representatives

a) The Board will recognize the officials of the Union, as designated in Appendix A for the purpose of formal relations between the Board and the Union.

b) The Union shall notify the Board of the jurisdictions and names of all local representatives.

2.04 No Discrimination for Association or Board Agent

The Board and the Association agree that there shall be no discrimination, coercion, or penalty exercised or practiced with respect to any of their respective members, officers, employees, or agents regarding membership status or lawful activity in the Association or the conduct of Board business.

2.05 Time Off for Union Business

a) The Board agrees to grant leave of absence with pay to employees who are representatives of the Union on the Union's Bargaining Committee required to carry on negotiations with the Board. The maximum number of these representatives shall be four (4).

b) The Board recognizes that occasions may arise when a designated representative on the aforesaid Bargaining Committee is unable to attend negotiations, and the Board agrees to grant leave of absence with pay to an alternative representative on such occasions.

- c) The Union agrees to furnish the Board with a list of designated Bargaining Committee members and their alternates and, upon request, to provide the Board with a list of the Union participants at each negotiating session.
- d) Should additional employees be required to attend negotiations for the purpose of providing information or advice, leave of absence without pay may be granted, subject to operational requirements.

2.06 Access to Premises

Union officials shall have access to Board premises after first obtaining permission from the Board's designated representative, who will notify the appropriate supervisor. Such permission shall not be unreasonably withheld.

2.07 Picket Lines

The Board recognizes the right of an employee, as a matter of conscience, to refuse to cross a picket line arising out of a dispute as defined in the Labour Relations Code or the Canada Labour Code. Such absence shall be without pay.

2.08 Membership

Every employee covered by the Agreement shall become and remain a member of the Union recognizing the rights of the employee as provided in Section 17 of the Labour Relations Code which provides for exemption on the grounds of religious conscience.

2.09 Dues Deduction

- a) Every employee in the bargaining unit shall, as a condition of continuing employment, authorize deduction from her monthly salary, of Union dues and fees and shall pay such dues and fees to the Union. The Board agrees to deduct monthly from the salary of each employee, membership dues in the Union in the amount specified by the Union and to forward to the Union the total amount of such dues or fees collected.
- b) The Board agrees to provide a list showing those employees eligible for dues deductions, and to provide updates to this list as they occur.

ARTICLE 3 RIGHTS OF THE BOARD

- a) The Union recognizes the right and responsibility of the Board to manage and operate the school district, and agrees that the employment, assignment, direction and determination of employment status of the work force is vested exclusively in the Board, except as otherwise specifically provided in this Agreement or applicable legislation.
- b) It is mutually agreed that no third party shall have the right to amend, modify or expand the provisions of the collective agreement and any issue arising during the term of the Agreement on which the Board has not specifically agreed to some limitation on the exercise of its authority will be conclusively determined by the judgment of the Board until otherwise established through subsequent collective bargaining.
- c) **In this article “legislation” means any new or amended statute, regulation, Minister’s Order or Order in Council which arises during the term of the Collective Agreement or subsequent bridging period.**
  - i) **Should legislation render any part of the Collective Agreement null and void, or substantially alter the operation or effect of any of its provisions, the remainder of the provisions of the Collective Agreement shall remain in full force and effect.**
  - ii) **In that event, the parties shall meet forthwith to negotiate in good faith modifications to the Collective Agreement which shall achieve, to the full extent legally possible, its original intent.**

ARTICLE 4 EXISTING CONDITIONS

It is recognized by both parties that conditions other than those specified in the Agreement exist that impact the employees. Such conditions shall be altered by the Board only after giving fair notice and providing reasonable grounds for the alteration.

## ARTICLE 5 GRIEVANCES AND ARBITRATION

### 5.01 Introduction

This Article constitutes the procedure for making a final and conclusive determination of any dispute (hereinafter referred to as the grievance) respecting:

- a) the interpretation, application, operation, or alleged violation of this Agreement, including a question as whether a matter is arbitrable.
- b) the dismissal, discipline or suspension of an employee.

The parties agree that grievances can frequently be resolved by discussion between the employee and her immediate supervisor.

In the hope that disputes can be resolved amicably, discussions between the parties to any grievance shall be encouraged at each step.

### 5.02 First Step

The grievance shall first be taken up verbally by the employee with the person who prompted the grievance. Failing settlement at this step, all grievances and replies to grievances shall be in writing in all steps of the grievance procedure. The grievance must be dealt with progressively in the following manner.

### 5.03 Second Step

Through the Union, an employee alleging a grievance may request within twenty - five (25) working days of the incident prompting the grievance, a meeting with her Supervising Principal. At least one representative of the Union will attend this meeting if requested. District staff members may attend this meeting if requested. At the meeting the parties shall attempt to resolve the grievance. Informal settlements at this step or at Step 1 will not be used as a precedent by either party.

### 5.04 Third Step

Through the Union a grievance not resolved in Step 2 may, within twenty (20) working days of the decision reached in Step 2, be submitted in writing to the appropriate Assistant Superintendent of Schools who shall call a meeting with the grievor and the appropriate administrative officer and one or more representatives of the Union within ten (10) working days following receipt of the letter and attempt to resolve the grievance. A copy of the letter shall be sent to the grievor's Supervising Principal. Appropriate representatives of the district staff may attend this meeting if requested.

Once a grievance is submitted at Step 3 the Board agrees that it will not conduct discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without the presence of a Union representative.

5.05 Fourth Step

If the grievance is not settled at Step 3, within thirty (30) working days following the meeting, arbitration may be requested by either party.

5.06 Procedure

- a) The party submitting the grievance or dispute to arbitration shall do so by notifying the other party in writing of this.
- b) Within fifteen (15) working days from the date upon which a party has notified the other party of its intention to submit a grievance or dispute to arbitration, the parties shall agree upon a single arbitrator. Should the parties fail to agree, they shall jointly request the Director, Collective Agreement Arbitration Bureau to appoint an arbitrator.
- c) The arbitrator may determine her own procedure in accordance with the Labour Relations Code and shall give full opportunity to both parties to present evidence and make representations. The arbitrator shall hear and determine the difference and shall make every effort to render a decision within thirty (30) days of the conclusion of the hearing.
- d) The decision of the arbitrator shall be final, binding and enforceable on both parties and on any employee(s) affected by it. The arbitrator, however, shall not have the power to alter, modify or amend any of the provisions of this Agreement.
- e) Should parties disagree as to the meaning of the arbitrator's decision, either party may apply to the arbitrator to clarify the decision, which she shall make every effort to do within seven (7) days of receipt of the application.
- f) Each party shall pay one - half (1/2) of the fees and expenses of the arbitrator.

5.07 Procedural Errors and Time Limits

In the spirit of this Agreement, it is the intent of the parties that a grievance shall not be invalidated due to procedural errors, provided such errors have no essential bearing on the substance of the grievance. Time limits for each step of the grievance procedure, however, may be extended only by mutual agreement in writing, between the Union and the Board. If the Union does not present a grievance to the next higher level within the agreed extended time limit, the grievance will be deemed to be forfeited.

In the case of a decision which must be forwarded by mail, the date of posting as indicated by the post mark shall constitute the date of reply of the purpose of this Article, except during a postal strike or immediately prior to an anticipated strike, where personal service is required.

5.08 Dismissal or Suspension

In the case of a dispute arising from an employee's dismissal or suspension, the grievance shall commence at Step 3 of the grievance procedure within twenty-two (22) working days of the employee receiving notice of dismissal or notice of suspension.

5.09 General Interpretation Grievance

Where either party to this Agreement disputes the general application, interpretation or alleged violation of an Article of the Agreement, the dispute shall be discussed initially between the Board and the Union, within forty (40) working days of the occurrence. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration as set out in this Article.

5.10 Supervisory Employees' Responsibility

If a grievance arises as a result of the exercise of managerial or supervisory authority by any employee, the Union recognizes that the first responsibility of such employee is to the Board, and it will not attempt in any way to influence such employee to act otherwise.

## ARTICLE 6 DISMISSAL, SUSPENSION AND TERMINATION

### 6.01 Burden of Proof

In all grievance matters involving disciplinary action against an employee, the burden of proving just cause shall lie with the Board.

### 6.02 Disciplinary Action

- a) An employee who receives an adverse report or who is given a warning letter shall be given an opportunity to correct the unsatisfactory performance or conduct before further disciplinary action is taken except in cases where the employee is being suspended or dismissed.
- b) Where an employee is being suspended with the intent to dismiss or is being dismissed, she shall be notified immediately in writing with a copy to the Union. Such notification shall state the reason for the action taken.

### 6.03 Termination During Probation

- a) New employees shall have a probationary period of six (6) months.
- b) The Board and the Union agree that the probationary period shall be utilized by the Board for the purpose of evaluating new employees in order to determine their overall ability and suitability as employees in their particular position.
- c) The Board shall make every attempt to meet with a probationary employee by at least the fourth month of the probationary period where the employee shall be advised of the Board's assessment of her performance or conduct. If the Board has, at that time any concerns with respect to the question of confirming the employee at the end of her probationary period, these concerns will be discussed in detail at the meeting and confirmed in writing. The employee will be given an opportunity to correct the unsatisfactory performance or conduct before further action is taken, except in cases where the employee is being dismissed.
- d) The Board may terminate any probationary employee for just cause. A termination during probation shall not be considered a dismissal for the purpose of Article 5.08 of this Agreement. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which she has been appointed.

- e) Where an employee elects to appeal the Board's decision to terminate her during her probationary period, she may appeal in writing the decision to the Superintendent of Schools within five (5) working days of receipt of the termination notice. The Superintendent of Schools shall respond in writing to the appeal within ten (10) working days of receipt of the appeal.
- f) Failing satisfactory settlement of the matter, the employee, through the Union, may submit the matter to arbitration in accordance with Article 5 within thirty (30) days of the date of the reply from the Superintendent.
- g) The time limits fixed in this appeal procedure may be altered by mutual consent, but the same must be in writing.

#### 6.04 Termination

- a) The employment of an employee, shall be terminated only in one of the following ways:
  - i) resignation;
  - ii) retirement, early or otherwise;
  - iii) dismissal for cause;
  - iv) abandonment of position;
  - v) death;
  - vi) expiration of recall rights as provided in Article 10 of this Agreement;
  - vii) on the expiration of the contracted period of employment for temporary or project employees; and
  - viii) as provided elsewhere in this agreement.
- b) An employee who fails to report for duty, or who fails to return from an approved leave, for ten (10) consecutive working days without informing her supervisor of the reasons for her absence, shall be understood to have abandoned her position. The employee shall be afforded the opportunity to rebut such decision and demonstrate that there were reasonable grounds for her not having informed the Board.

## ARTICLE 7 PERSONNEL FILE

### 7.01 Access to File

An employee shall have access to the contents of her personnel file.

### 7.02 Documents on File

If the Board intends to place any documentation relating to disciplinary matters or career development on any employee's personnel file, a copy of this documentation will be forwarded to the employee concerned. It will be noted on the documentation that a copy has been placed on the employee's personnel file.

### 7.03 Removal of Documents

Upon the employee's request, disciplinary documentation involving infractions which have not been repeated for a period of twenty - four (24) months may be removed from the employee's personnel file provided that the document is not:

- a) part of a formal performance appraisal;
- b) material to any pending disciplinary action;
- c) related to professional competency; or,
- d) related to an action which compromises the safety or well - being of clients.

## ARTICLE 8 PERFORMANCE APPRAISAL

The Union agrees that the Board has the responsibility and the right to appraise the performance of employees.

When a formal appraisal of an employee's performance is carried out, the employee shall receive a copy of the appraisal in draft form which the employee shall have an opportunity to read and discuss with the appraiser. Upon receipt of the final signed copy, the employee shall sign the appraisal indicating either acceptance of, or disagreement with, the appraisal, after which no additions, deletions or changes will be made to the appraisal. If the employee signs indicating disagreement she has the right to amplify the reasons for her disagreement; such amplifications shall be attached to, and become part of, the appraisal. Appraisals are grievable but no employee may initiate a grievance regarding the contents of an appraisal form unless the signature indicates disagreement with the appraisal. An employee shall receive a copy of this appraisal form.

ARTICLE 9 SENIORITY

- a) Seniority is the length of continuous service in the employment of the Board as a regular employee, inclusive of service under temporary appointment.
- b) Upon successful completion of a probationary period, the date of appointment with the Board as a regular employee shall be the seniority date for the purpose of determining seniority. The seniority date shall be adjusted to include service as a temporary employee provided that such service is continuous until the date of appointment as a regular employee.
- c) When the seniority of two or more regular employees is equal pursuant to Article 9(b), the employee with the greatest aggregate months of service with the Board shall be deemed to have the greatest seniority.
- d) When the seniority of two or more regular employees is equal pursuant to Article 9(c), the employee with the greatest aggregate length of service in her discipline with another employer shall be deemed to have the greatest seniority.
- e) When the seniority of two or more regular employees is equal pursuant to Article 9(d), the employee with the earliest successful application for employment with the Board as recorded on the employee's personnel file shall be deemed to have the greatest seniority.
- f) For the purposes of this Article seniority shall not be affected by any approved leaves of absence.
- g) Seniority shall be the governing factor in determining layoffs and recall entitlement pursuant to Article 10.01(b) and Article 10.01(c).
- h) The Board shall maintain a record of actual months worked by each regular, temporary and project employee. Actual months worked shall be the governing factor in determining: pension, sick leave accumulation, progression through a salary scale, and severance pay calculations.

## ARTICLE 10 LAYOFF, RECALL AND SEVERANCE

### 10.01 Layoff and Recall

- a) The parties recognize that, due to changing needs of School District No. 57 (Prince George), positions may be added, changed or deleted from time-to-time. The Board agrees to prior discussion of such alterations with the Union. If as a result of such alterations, the total number of employees within the bargaining unit must be reduced, the Joint Standing Committee shall discuss the necessary reductions for the purpose of providing suggestions to the Board for effecting such reductions. The suggestions may include, amongst other resolutions, job sharing or salary realignment. The Superintendent, or designate, shall present to the Board, as recommendations, suggestions endorsed by a majority of the Committee. In the event that the Board rejects the recommendation(s) of the majority of the Committee, reasonable grounds for the rejection will be given. If the Joint Standing Committee is unable to make a majority decision, the necessary reductions will be effected by layoff pursuant to procedures outlined in 10.01(b) below.
- b) In the event of layoffs, such layoffs shall be in reverse order of seniority, as determined in Article 9, within a discipline.
- c) When a position in the bargaining unit is to be filled, the Board shall recall employees on layoff, provided the employee possesses the necessary qualifications for the available position. It is understood that “position” refers to a job description in the bargaining unit in its entirety. Such recall shall be in order of seniority as determined in Article 9 within a discipline. Employees shall be entitled to be recalled for a period of twelve (12) calendar months following the date of layoff. Laid off employees are responsible for informing the Board, in writing, of where they may be contacted during the layoff period.
- d) The Board agrees to notify regular employees who are to be laid off one (1) month prior to the date of the layoff. The notice period cannot include any part of the months of July and August. If a regular employee is to be laid off before June 30th, then the employee shall be given two (2) months notice.

### 10.02 Severance Pay

- a) Regular and temporary employees who are laid off may elect to receive severance pay any time during the twelve (12) month recall period. A temporary employee is not entitled to severance pay unless she is laid off before the conclusion of the temporary assignment.
- b) An employee’s right to recall is lost if:
  - i) the employee elects to receive severance pay; or
  - ii) twelve (12) calendar months elapse from the date of layoff and the employee has not been recalled.
- c) Severance pay shall be calculated at the rate of five (5) percent of one year’s salary for each ten (10) months of continuous service, to a maximum of one

year's salary. Salary on which severance pay is calculated shall be based on the employee's salary schedule rate at the time of termination.

- d) For the purpose of (c) above:
  - i) "a maximum of one year's salary" shall mean the employee's actual **annual salary at the time of layoff inclusive of general holidays and vacation pay, as identified in Schedule A.**
  - ii) "each ten (10) months of continuous service" shall be calculated by dividing by ten (10) the employee's total months of continuous service, pro-rated for part-time service.

## ARTICLE 11 TRANSFER AND RELOCATION

### 11.01 Reassignment

- a) The Board reserves the right to determine the composition and location of professional services. Once team composition has been determined positions will be offered to staff on the basis of seniority by profession.
- b) When it has been determined that a permanent vacancy is to be filled, the position shall be offered to the most senior employees in the profession vacated until the position is filled. If the resulting vacant position is to be filled, it will then be posted.

### 11.02 Mackenzie/Valemount/McBride

- a) Any employee who travels during the sessional year to perform duties in Mackenzie or McBride/Valemount will receive an allowance of \$100 per month of such service in addition to her regular pay. No employee may receive more than one such allowance in any month.
- b) Any employee working 0.5FTE or more and residing in Mackenzie, or McBride/Valemount shall receive a supplementary allowance of \$100 per month for each month of the sessional year in which she provides service.
- c) Any SET-BC employee who travels to perform duties outside of the boundaries of School District No. 57 (Prince George) shall receive an allowance of \$100 per month for each month during the sessional year of such service in addition to her regular pay. No SET-BC employee may receive more than one such allowance in any month.

## ARTICLE 12 HOURS OF WORK

### 12.01 Normal Work Hours

Hours of work for a full - time employee are thirty-five (35) hours per week. Normal hours of work are 8:30 a.m. to 4:30 p.m., Monday to Friday. The work schedule of 8:30 a.m. to 4:30 p.m., Monday to Friday, may be adjusted by mutual agreement.

### 12.02 Exchange Time

Employees may exchange up to five (5) working days per year and work the equivalent number of hours during non - regular work time subject to prior mutual agreement with the appropriate supervising principal. Such exchange days will be pro-rated for part-time employees and employees who work only a partial year.

### 12.03 Overtime Work

Employees assigned by the Board to perform overtime work may choose to take equal time off or pay at straight time rates. The time off shall be scheduled at a time mutually agreed to between the supervising principal and the employee, based upon the operational requirements of the work unit. Every effort will be made to take this time off as soon as possible after the overtime work was performed, but, in any event, it must be taken within three (3) months of the date on which the overtime work was performed.

## ARTICLE 13 WORK YEAR, PAID HOLIDAYS AND VACATION

### 13.01 Work Year

Employees are required to work all regularly scheduled working days during the school year. The school year will be defined each year by the annual school calendar as adopted and issued by the Board of School Trustees as required under the School Act. Such calendar will state the date schools will open in **August or September** and the final day that schools will operate in June.

### 13.02 Paid Holidays

Employees are not required to work:

- a) New Year's Day; Good Friday; Easter Monday; Victoria Day; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; and Boxing Day.
- b) Any other proclaimed by the Federal or Provincial Governments, provided such holidays are proclaimed and observed on normal working days, and any special school holidays proclaimed by the Minister of Education and observed on normal working days.
- c) The normal school closure days at Christmas and Spring Break.

13.03 Vacation

Employees are not required to work the period from July 1st to **the beginning of the school year with a minimum break of eight consecutive weeks**, and any days at the beginning of September to the end of June that are exclusive to the school year as defined in Article 13.01.

ARTICLE 14 EMPLOYEE BENEFITS

14.01 Medical Services Plan

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

14.02 Dental Plan

All employees covered by this Agreement who are eligible to participate shall, as a condition of employment, participate in the school district's dental plan, beginning the first of the month following the date employment starts. Premium costs shall be paid 60% by the Board and 40% by the employee.

14.03 Group Life Insurance Plan

All employees covered by this Agreement who are eligible to participate shall, as a condition of employment, participate in the school district's life insurance plan, beginning the first of the month following the date employment starts. The Board shall pay the full cost of the premiums.

14.04 Salary Continuance Plan

All employees covered by this Agreement who are eligible to participate shall, as a condition of employment, participate in the school district's salary continuance plan, beginning the first of the month following the date employment starts. The Board shall pay the full cost of the premiums.

14.05 Extended Health Plan

All employees covered by this Agreement who are eligible to participate shall, as a condition of employment, participate in the school district's extended health benefit plan, beginning the first of the month following the date employment starts. The Board shall pay the full cost of the premiums.

14.06 Coverage

All eligible employees are required to participate in the benefit plans as a condition of employment unless covered under their spouse's plan, or unless they did not join the benefit plans upon their commencement as allowed by the plans. In the event that the employee and spouse are employed by the School District No. 57 only one shall participate in the benefits plan outlined 14.01, 14.02, and 14.05 above. Both employees will participate in life insurance and salary continuance plans.

14.07 Accidental Death and Dismemberment Plan

All employees covered by this Agreement who are eligible to participate shall, as a condition of employment, participate in the school district's accidental death and dismemberment plan, beginning the first of the month following the date employment starts. The Board shall pay the full cost of the premiums.

14.08 Voluntary Life Insurance Plan

All employees covered by this Agreement who are eligible, may participate in the school district's voluntary life plan. An employee's spouse may also be covered through the voluntary life insurance plan. Premium costs shall be paid by the employee.

14.09 Coverage During Leaves

The Board shall continue to pay its share of the premiums for the medical, extended health plan, dental plan and life insurance plan, for those employees receiving benefits under the salary continuance plan. The Board will also continue to pay its share of the premiums for the above mentioned plans for those employees on Maternity Leave up to the maximum time specified under Article 15.10 of this Agreement.

14.10 Salary While On Workers' Compensation

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

## ARTICLE 15 LEAVE OF ABSENCE

### 15.01 Leave

- a) Requests for leaves of absence included in Article 15 of this Agreement and leaves of absence as per the Board's approved Leave of Absence Policy shall not unreasonably be denied.
- b) The Board agrees that the LEAVE OF ABSENCE Policy in effect on the signing date of the agreement immediately preceding this agreement remains in effect for PEA employees.
- c) Upon return from a leave of absence, an employee shall be placed in the employee's former position.
- d) Where the employee's former position no longer exists, the employee will be placed in a position of equal rank and basic pay.**

### 15.02 Maternity Leave

- a) An employee is entitled to maternity leave up to seventeen (17) weeks without pay.
- c) An employee shall notify the Board in writing of the expected date of the termination of the pregnancy. Such notice will be given at least four (4) weeks prior to the expected date of the commencement of maternity leave.
- c) A maternity leave may start no earlier than eleven (11) weeks before the expected birth date, and must end no earlier than six (6) weeks after the birth date unless the employee requests a shorter period.
- d) A request for a shorter period under Article 15.02(c) must be given in writing to the Board at least one (1) week before the date the employee indicates she intends to return to work and the employee must furnish the Board with a certificate of a medical practitioner stating that the employee is medically able to resume work.
- e) Where an employee has not yet applied for maternity leave and the pregnancy is terminated early, the Board shall grant a leave of absence without pay for up to six (6) consecutive weeks. Where supported by a medical practitioner's certificate, such leaves may be extended for up to a further six (6) weeks.

### 15.03 Extended Maternity Leave

- a) Extended maternity leave may be granted for a period of up to eighteen months without pay.
- b) The termination of the extended leave must coincide with one of the following breaks in the school year: school opening, the end of the calendar year, or the end of Spring Break.

- c) An employee must notify the Board of a request for an extended maternity leave at least two (2) weeks prior to the expiration date of the maternity leave.
- d) The employee on extended maternity leave may elect to continue benefits under Article 14 at no cost to the Board.
- e) Extended maternity leave will not accrue time toward experience as per article 9.01(h).
- f) Upon resumption of duties following extended maternity leave, the employee will be assigned to either the same position or an equivalent position.
- g) An employee granted maternity leave or extended maternity leave may, subject to the availability of a suitable position, return to duty earlier than provided in the agreed leave.

#### 15.04 Parental Leave

- a) Upon written request an employee shall be entitled to parental leave of up to
  - i) for a birth mother who takes leave under clause 15.02, up to 35 consecutive weeks without pay
  - ii) for a birth mother who does not take leave under clause 15.02 and for a birth father, up to 37 consecutive weeks without pay
  - iii) for an adopting parent, up to 37 consecutive weeks without pay.
- b) An employee shall notify the Board in writing at least four (4) weeks prior to the proposed leave commencement date.
- c) Where the commencement of parental leave takes place during the first two months of a school term, the employee is encouraged to request a leave commencing at the beginning of the school term.
- d) Leave taken under Clause 15.04 shall commence:
  - i) in the case of the birth mother, immediately following the end of the maternity leave taken under subsection 15.02 unless the Board and the employee agree otherwise,
  - ii) in the case of a natural father, following the birth of the child and within the fifty-two (52) week period after the birth date of the new born child, and
  - iii) in the case of an adopting mother or father, following the adoption of the child and within the fifty-two (52) week period after the date the adopted child comes into the actual care and custody of the mother or father.
- e) An initial period of parental leave may be extended up to five (5) weeks if the child requires an additional period of parental care.

- f) A request under subsection 15.04 (a) or 15.04 (e) must be accompanied by a medical practitioners certificate or other evidence that the employee is entitled to the leave or leave extension.

15.05 Birth of a Child

**Upon the birth of the employee's child, the employee will be granted a maximum of two (2) days leave of absence with full salary. The leave of absence will only be used on scheduled workdays within 5 days of the birth of the child or commencing on the date of the child's discharge from the hospital.**

15.06 Family Leave

- a) **Family Leave** may be requested should an employee feel it be necessary to **provide care for an immediate family member. The Employer may approve additional leave in case of crisis. Immediate family member includes the child, spouse or parent of the employee.**
- b) In instances where both **spouses** are employed by the Board **only one employee will be eligible for Family Leave at a time.** Notice is required, in writing, six (6) months prior to commencement of the leave. Less than six (6) months notice will be accepted for adoptions and will be considered in other crisis situations.
- c) The length of this leave shall not exceed twelve (12) months.
- d) Such leave is without pay and will not accrue time towards experience as per Article 9(h).
- e) Employees granted **Family Leave** shall return to employment at one of the following breaks in the school year: school opening; the end of the calendar year; or the end of Spring Break, and shall advise the Board of their intentions at least four (4) months prior to their intended return date.
- f) Upon resumption of duties following **Family Leave**, the employee will be assigned either to the same position or an equivalent position.

15.07 Sick Leave

- a) Employees will accumulate Sick Leave at the rate of one - and - a - half (1 - 1/2) days per month. This accumulation will be pro-rated for part-time employees.
- b) Upon **hiring a probationary, regular or temporary employee**, the Board will advance two (2) years of Sick Leave pro-rated for late appointment and pro-rated to the Full Time Equivalent of the **employee.**
- c) Late appointment shall mean an appointment subsequent to **the beginning of the school year.**

15.08 Extended Sick Leave

- a) The Board may grant an employee Extended Sick Leave.
- b) Extended Sick Leave commences when an employee's accumulated Sick Leave has expired. Upon the expiration of accumulated Sick Leave it is the responsibility of the employee to either return to work or apply for Extended Sick Leave. The Board will notify, in writing, employees whose accumulated Sick Leave has expired.
- c) Extended Sick Leave is defined as Leave Without Pay for medical reasons and will not accrue time towards experience as per Article 9.01(h).
- d) Application for Extended Sick Leave must be accompanied by a medical practitioner's certificate supporting the application. The Board reserves the right to refer an employee applying for Extended Sick Leave to the Board's Medical Officer.
- e) An employee who is receiving benefits from the Long Term Disability Plan or from Workers' Compensation will be granted Extended Sick Leave for the time in which the employee receives benefits.
- f) Upon the determination of ineligibility for the Long Term Disability Plan or Workers' Compensation, or on the expiration of the benefits under these plans, it is the responsibility of the employee either to return to work or to apply for a further Extended Sick Leave. Such further extensions of sick leave are granted for stated periods of time.
- g) Upon resumption of duties following Extended Sick Leave the employee will be assigned either to the same position or an equivalent position. Where the Extended Sick Leave is of relatively short duration every consideration will be given to assigning the employee to the same position. Prior to the resumption of duties the Board reserves the right to refer an employee to the District Medical Officer.
- h) In the case where a medical practitioner's certificate indicates ability to return to work, an employee granted Extended Sick Leave may, subject to the availability of a suitable position, return to duty earlier than provided in the agreed leave.

**15.09 Compassionate Care Leave Without Pay**

- a) **Upon request, the employer shall grant an employee compassionate care leave pursuant to the BC Employment Standards Act for a period of eight (8) weeks or such other period as provided by the Act. Such leave must be taken in units of one or more weeks.**
- b) **A medical certificate may be required to substantiate that the purpose of the leave is for providing care or support to a family member having a serious medical condition with a significant risk of death within 26 weeks.**

15.10 Benefits While On Leave

- a) The Board shall continue to pay, for a period of up to one (1) year, its share of the premiums for benefits as per Article 14 for those employees on:
  - i) Maternity Leave as per 15.02;
  - ii) Sick Leave;
  - iii) Long Term Disability;
  - iv) Worker's Compensation.
- b) An employee on a Leave of Absence in excess of thirty (30) days for a purpose other than listed in 15.10(a), may maintain participation in all benefits as provided in Article 14 by payment in advance of the full costs of such benefits to the Board, subject to the approval of the benefit carriers and provided that the employee is not otherwise employed.

15.11 Leave for Union Activities

The Board shall grant the President of the PEA Chapter two hours of unpaid leave per month for the purpose of carrying out Union duties.

15.12 Service Delivery Adjustments

When it is necessary to adjust service delivery to cover leaves of absence or vacancies the process as set out in the School Support Services Manual will be followed.

15.13 Self-Funded Leave Plan

- a) Subject to the rules of compliance of regulations under the Income Tax Act, the Board shall maintain a self-funded leave plan.
- b) The Board and the Association shall maintain a committee of an equal number of representatives of the Board and the Association to administer the Self-Funded Leave Plan.
- c) The Board agrees to maintain the plan in existence on July 1, 1998, and that changes to the plan will occur only with the consent of both parties.
- d) Subject to the conditions of the plan, all regular employees who are employed .5 FTE or greater will be eligible to participate in the plan.
- e) Employees on an approved leave of absence under the self-funded leave plan will normally return to their own or an equivalent position upon completion of the leave.
- f) Copies of the Self-Funded Leave Plan shall be available from the Board upon request.

## ARTICLE 16 PROFESSIONAL DEVELOPMENT DAYS

Each employee shall receive up to five (5) days leave with pay per year for the purpose of professional development. Part-time employees shall receive Professional Development Leave on a pro rata basis. Leaves must receive prior approval from the appropriate supervisor.

## ARTICLE 17 COURSES

### 17.01 Expenses

Subject to the prior approval of a Human Resources Officer, the Board shall make a payment towards the expenses of any employee attending short courses, workshops, conferences and seminars during July and August, related to the employee's current or proposed professional responsibilities, on the following basis:

- a) When attendance does not require the employee to live away from the employee's normal School District No. 57 residence, the registration fee for the course.
- b) Provided attendance at such courses requires the employee to live away from the employee's residence and provided a fee receipt and a certificate of attendance is submitted:
  - i) a minimum of \$140.00 for the first week or part thereof;
  - ii) a minimum of \$105.00 for each additional week or part thereof.

The amount shall not exceed the actual expenses incurred.

### 17.02 Professional Development Fund

The Board will establish a fund annually of \$500.00 per F.T.E. bargaining unit member to be administered by a Human Resources Officer to support professional development opportunities for employees. Allocation of fund resources will be at the sole discretion of the Human Resources Officer. Any unexpended balance from one year will be carried over **for a maximum of three years to a maximum of \$1,500.** Any unexpended balance in excess of the **\$1,500** maximum will be allocated to a central account to be used for approved local group professional development opportunities for members of the bargaining unit. It is understood that employees may be supported beyond the level of this particular fund from District resources.

## ARTICLE 18 SALARIES

### 18.01 Salaries & Increases

Employees shall be paid in accordance with Schedule A.

- a) The salary grid shall be increased by:

July 1, 2006 = 2.0%

July 1, 2007 = 2.0%

July 1, 2008 = 2.0%

July 1, 2009 = 2.0%

June 30, 2010 (amount to be determined)

- b) The equivalent of 0.5% of the salary of this bargaining unit per year will be applied to adjusting the wage grid for Occupational Therapists and Speech and Language Pathologists/SET-BC. Should no agreement be reached by September 29, 2006 the funds will be applied evenly between the Occupational Therapists and the Speech and Language Pathologists/SET-BC wage grids.
- c) In the event that the general salary increase negotiated between the BC Public School Employers' Association (BCPSEA) and the BC Teachers Federation (BCTF), for the July 1, 2006 – June 30, 2010 period, exceeds the amount above (Article 18), the parties agree to meet within 3 months of the ratification of the BCPSEA/BCTF agreement to apply the difference toward a Maternity SUB plan and/or adjusting the wage grid for Occupational Therapists and Speech and Language Pathologists/SET-BC. Should no agreement be reached within 1 month, the funds will be applied evenly between the Occupational Therapists and the Speech and Language Pathologists/SET-BC wage grids. Any increases negotiated through net zero trade offs will not be applicable unless the same or equivalent trade offs are negotiated. Any agreement will be subject to approval by BCSPEA and the Public Sector Employers Council Secretariat (PSEC).

18.02 Increments

- a) A new employee with no experience will be placed at step 1 of the grid. Other new employees will be placed uprange in the grid in accordance with the following rules:
  - i) Step 2 of the grid is the appropriate step for an employee with one year's experience, step 3 is for an employee with 2 year's experience, step 4 is for an employee with 3 year's experience and step 5 is for an employee with 4 year's experience.
  - ii) One year of experience in the profession in a school district is equal to one year's experience.
  - iii) One year of other job experience in the profession is equivalent to one half year's experience.
- b) Once placed on a step on the salary grid and provided that she has not reached the maximum on the grid, an employee will receive a salary increment upon completion of each ten (10) full-time months (or equivalent for part-time employees), of satisfactory work performance. An employee who has not earned an increase will be so informed, in writing, at least two weeks before her increment date. If the employee is not so informed the increase shall be awarded automatically. The onus of justifying that the increase should be withheld shall fall upon the Board.

18.03 Payment of Wages

Employees shall be paid in either ten (10) or twelve (12) equal installments by deposit to the bank of their choice on a monthly basis with a mid-month advance of not more than one-half (1/2) of their net pay.

The determination of ten (10) or twelve (12) equal installments shall be made by each employee at the beginning of each school year.

18.04 Pay Days

- a) Employees will be paid their full monthly entitlement on the last working day of the month.
- b) Employees will be paid their regular month end entitlement on the last working day before Christmas.
- c) The mid-month advance will continue.

## ARTICLE 19 COPIES OF AGREEMENT

The Board shall, at its expense, provide each employee with a copy of this Agreement in booklet form. Copies shall also be made available to the Union.

## ARTICLE 20 JOINT STANDING COMMITTEE

### 20.01 Structure

There shall be established a Joint Standing Committee composed of two (2) Board representatives and two (2) Union representatives. In addition, there shall be two (2) alternates representing each party.

### 20.02 Jurisdiction

This Committee shall meet at the request of either the Board or the Union and shall review matters, other than grievances, relating to the maintenance of good relations between the parties.

### 20.03 Joint Consultation

The Board and the Union acknowledge the mutual benefit derived from joint consultation and its value in maintaining and improving service to the public by employees and agree, therefore, to consult on all matters of common interest, as appropriate, when requested by either party.

### 20.04 Leave to Attend Committee Meetings

Employees attending meetings of the Joint Standing Committee shall be granted leave of absence with pay.

## ARTICLE 21 VEHICLE AND MEAL ALLOWANCES

- a) Vehicle and meal allowances shall be provided as per Board policy or as per the rates which may from time-to-time be increased by the Board. The Board will review, at the time of establishing each operating budget, the vehicle and meal allowance rates and will confirm or adjust these rates.
- b) All employees covered by this Agreement who are required to use their private automobiles in the course of their duties shall be reimbursed by the Board for the extra cost of business insurance on their automobiles. All employees affected by this provision shall submit receipts for the cost of business insurance.

## ARTICLE 22 WORKING CONDITIONS

The Union and the Board agree that it is desirable that employees are able to perform their duties in surroundings that are quiet, secure and confidential.

To this end the Board will endeavor to provide appropriate work space in schools for therapy, testing, counseling and related functions.

## ARTICLE 23 PENSION

For those employees working half time or more but who are unable to participate in the pension plan due to a disqualification, the employer will contribute a sum equivalent to the employer's normal pension contribution to an RRSP of the employee's choice.

If in the future such an employee becomes eligible to contribute to the pension plan this payment will be considered as full satisfaction of any retroactive opportunity to which the employee may be entitled by such change.

In the case of an employee who is now able to contribute to the Plan due to the removal of the age disqualification the Board will, if the employee elects so, pay its portion of the pension contributions retroactive to the most recent date of continuous employment.

## ARTICLE 24 INTEREST ARBITRATION

- a) If after bargaining in good faith to reach a Collective Agreement, outstanding issues remain unresolved, either party may elect to submit these outstanding issues to binding arbitration. Each party shall name an arbitrator to an Arbitration Board and notify the other party of the name and address of its appointee. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairperson within ten (10) working days, the appointment shall be made by the Chair of the Labour Relations Board upon request of either party. The decision of the Arbitration Board and any proposals earlier agreed to shall constitute a Collective Agreement.
- b) A three member Arbitration Board shall be constituted unless the parties mutually agree to use a single arbitrator. If the parties cannot agree on the selection of the single arbitrator, the single arbitrator shall be appointed by the Director, Collective Agreement Arbitration Bureau. The decision of the arbitrator and any proposals earlier agreed to shall constitute a Collective Agreement.

## ARTICLE 25 TERM OF THE AGREEMENT

### 25.01 Term

Except where otherwise stated, this Agreement shall be effective from **July 1, 2006 and shall remain in effect until midnight, June 30, 2010** and thereafter until a new agreement is reached.

The operation of Section 50(2) (3) of the Labour Relations Code is hereby specifically excluded and shall not be applicable to this Agreement.

### 25.02 Notice to Bargain

- a) Either party may give notice to the other party not more than one hundred and twenty (120) days and not less than ninety (90) days next preceding the expiry of this Agreement, in writing, requiring the other party to commence collective bargaining with a view to the renewal or revision of the Agreement or the conclusion of a new Agreement.
- b) Where no notice is given under (a) above by either party, both parties shall be deemed to have been given notice on the ninetieth (90) day prior to the expiry of this Agreement and thereupon collective bargaining shall commence under the terms of the Labour Relations Code.

### 25.03 Changes in Agreement

This Agreement may be varied or modified at any time as agreed to by both parties in writing.

**SCHEDULE A: SALARIES****SCHEDULE A-1**

The following annual salaries are inclusive of General Holidays and Vacation Pay.

**Effective July 1, 2006**

STEP	OCCUPATIONAL THERAPIST	SOCIAL WORKERS	SPEECH PATHOLOGISTS SET-BC STAFF	PSYCHOLOGISTS
1	\$49,195.01	\$52,035.30	\$52,656.06	\$53,135.88
2	\$51,153.90	\$54,643.44	\$55,358.30	\$57,473.94
3	\$53,113.83	\$57,253.62	\$58,061.58	\$61,809.96
4	\$55,072.72	\$59,859.72	\$60,762.79	\$66,148.02
5	\$57,033.67	\$62,468.88	\$63,467.09	\$70,486.08

**SCHEDULE A-2**

The following annual salaries are inclusive of General Holidays and Vacation Pay.

**Effective July 1, 2007**

STEP	OCCUPATIONAL THERAPIST	SOCIAL WORKERS	SPEECH PATHOLOGISTS SET-BC STAFF	PSYCHOLOGISTS
1	*	\$53,076.01	*	\$54,198.60
2	*	\$55,736.31	*	\$58,623.42
3	*	\$58,398.69	*	\$63,046.16
4	*	\$61,056.91	*	\$67,470.98
5	*	\$63,718.26	*	\$71,895.80

\* As per Article 18.01 (b)

**SCHEDULE A-3**

The following annual salaries are inclusive of General Holidays and Vacation Pay.

**Effective July 1, 2008**

STEP	OCCUPATIONAL THERAPIST	SOCIAL WORKERS	SPEECH PATHOLOGISTS SET-BC STAFF	PSYCHOLOGISTS
1	*	\$54,137.53	*	\$55,282.57
2	*	\$56,851.03	*	\$59,795.89
3	*	\$59,566.67	*	\$64,307.08
4	*	\$62,278.05	*	\$68,820.40
5	*	\$64,992.62	*	\$73,333.72

\* As per Article 18.01 (b)

**SCHEDULE A-4**

The following annual salaries are inclusive of General Holidays and Vacation Pay.

**Effective July 1, 2009**

STEP	OCCUPATIONAL THERAPIST	SOCIAL WORKERS	SPEECH PATHOLOGISTS SET-BC STAFF	PSYCHOLOGISTS
1	*	\$55,220.28	*	\$56,388.22
2	*	\$57,988.06	*	\$60,991.80
3	*	\$60,758.00	*	\$65,593.22
4	*	\$63,523.61	*	\$70,196.81
5	*	\$66,292.48	*	\$74,800.39

\* As per Article 18.01 (b)

APPENDIX A: DEFINITIONS

It is mutually understood that, in this Agreement:

- a) “Board” means the Board of School Trustees of School District No. 57 (Prince George) or a designated representative of the Board as the context requires
- b) “Designated Representative” means representatives officially identified by the Board and the Union as their respective representatives.
- c) “Employee” means all those employees in the unit for which the Union has been certified as the bargaining agent.
- d) “Probationary Employee” means:
  - i) regular employees who occupy established positions for a probationary period of six (6) scheduled working months in the same position and whose employment may be terminated as per Article 6.03, and who, upon successful completion of the probationary period become regular employees;
  - ii) temporary employees who occupy temporary positions for six (6) scheduled working months or less shall have a probationary period of six (6) months or the term of employment whichever is less and whose employment may be terminated as per Article 6.03;
  - iii) a temporary employee who is re-engaged to a temporary position and who has completed the full probationary period of six (6) months shall not be required to serve a probationary period during the period of temporary re-engagement.
- e) “Project Employee” means a person hired:
  - i) to complete a specific project; or,
  - ii) to supplement the work of regular employees where no regular employees on layoff are available and qualified to perform the work, for a specified period of time not to exceed six (6) months unless by mutual agreement of the Board and the Union the time is extended.

Project employees, are unless otherwise stated in this Agreement, or in an agreement between the employee and the Board, only entitled to the terms and conditions of the Agreement relating to salary schedule, hours of work, grievance and arbitration and those to which they are entitled by statute.
- f) “Regular Employee” means an employee who has successfully completed her probationary period and is engaged as either full-time or part-time on the following basis:
  - i) Full-Time - engaged for thirty-five (35) hours per week;
  - ii) Part-Time - engaged for less than thirty-five (35) hours per week.
- g) “Temporary Employee” means a person hired for a certain term where a position has become vacant as a result of the temporary absence of a regular employee.
- h) “Union” means the Professional Employees Association or a designated representative of that organization as the context requires.

**MEMORANDUM OF AGREEMENT**

BETWEEN

SCHOOL DISTRICT NO. 57 (PRINCE GEORGE)

AND

THE PROFESSIONAL EMPLOYEES ASSOCIATION

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

1. All grievances arising out of this agreement shall be subject to the grievance mediation process except where either party disagrees in a particular dispute.
2. Where the grievance mediation process is used it will occur after Stage 3 of the grievance procedure. The thirty (30) day time limit in Clause 5.05 is suspended for the duration of the grievance mediation process.
3. Should a grievance not be resolved in stage 3, the initiating party shall, within ten (10) working days, make application to the Associate Chair, (mediation), Labour Relations Board for the appointment of a grievance mediator.
4. The parties shall meet with the mediator within twenty (20) working days of the appointment to attempt to resolve the dispute. This period can be extended by mutual agreement of the parties.
5. At any time both parties may agree jointly to request and be bound by the recommendations of a mediator should the grievance mediation process fail otherwise to provide a resolution to the grievance.
6. Should the grievance mediation process fail to lead to a resolution of the grievance and the parties not exercise their option under (5) above, the matter shall be referred to stage 4 of the grievance procedure for binding arbitration. The thirty (30) day time limit in Clause 5.05 shall apply.

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

Signed on behalf of the Professional Employees Association this

\_\_\_\_\_”17<sup>th</sup>”\_\_\_\_\_ day of \_\_\_\_\_”February”\_\_\_\_\_, 1996: (“1997”)

“Janice Meyers”  
President (“Treasurer”)  
Professional Employees Association

“Tom Volkers”  
Vice - President  
Professional Employees Association

“E. Champagne”  
President  
Prince George School District Chapter

“Elaine Doyle”  
~~Senior~~ Staff Officer (“Staff Officer”)  
Professional Employees Association

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

\_\_\_\_\_”26<sup>th</sup>”\_\_\_\_\_ day of \_\_\_\_\_”November”\_\_\_\_\_, 1996:

“G. Ingalls”  
Chairman of the Board

“Bryan Mix”  
Secretary-Treasurer

“David DeVore”  
Director of Human Resources

“J. Legree”  
Human Resources Administrator

**MEMORANDUM OF AGREEMENT**

BETWEEN

SCHOOL DISTRICT NO. 57 (PRINCE GEORGE)

AND

THE PROFESSIONAL EMPLOYEES ASSOCIATION

Memorandum of **Agreement** – Short Term and Long Term Vacancies

The Parties recognize the importance of prompt and orderly response to short term and long term vacancies for service delivery and for individual practice consistent with professional standards.

To that end, the School Services Administrator will develop practices and procedures to ensure prompt response to service demands in the event of vacancies by revising the existing document *Coverage for Short and Long Term Absences* to reflect current conditions.

The Employer will engage in meaningful consultations with employees in each classification in the development of this policy.

These practices and procedures will be established by November 30, 2006 and distributed to all employees. Any subsequent amendments to the practices and procedures will include meaningful consultation with employees in affected classifications.

Signed June 22, 2006

\_\_\_\_\_ "Ernie Gorrie" \_\_\_\_\_  
Professional Employees Association

\_\_\_\_\_ "Georgina Johnson" \_\_\_\_\_  
Prince George School District

LETTER OF UNDERSTANDING

BETWEEN

SCHOOL DISTRICT NO. 57 (PRINCE GEORGE)

AND

THE PROFESSIONAL EMPLOYEES ASSOCIATION

Fiscal Dividend

THE PARTIES AGREE AS FOLLOWS:

Having agreed the term of the Collective Agreement to be from July 1, 2006 to June 30, 2010 a Fiscal Dividend Bonus may be paid from a one-time fund (the “Fund”) generated out of monies, in excess of \$150 million, surplus to the BC Government, as defined in the Province’s audited financial statements, for the fiscal year 2009-10.

- 1.0 Fiscal Dividend:
- 1.1 If fiscal dividend funds are determined to be available, upon receipt of funding from the government, a fiscal dividend will be paid to employees as soon as practicable for the school district to calculate the individual payment amounts and distribute the funds.
- 1.2 The quantum of the Fund accessible for the parties to this agreement will be based on the Province’s audited financial statements as at March 31 2010.
  - i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of \$150 million.
  - ii. Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.
  - iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus; i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers’ Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.

iv. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.

1.3 Each bargaining unit member who is a regular employee of the School District on March 31, 2010 shall be eligible to receive the Fiscal Dividend Bonus.

1.4 The fiscal dividend payment shall be an amount as described in clause 1.2 above for each regular full time equivalent employee and shall be pro-rated for regular part time employees. For the purpose of the determination of the amount of the fiscal dividend payment, a full time equivalent employee is a regular employee who worked on a full time basis for the period September 1, 2009 – June 30, 2010. The fiscal dividend payment for a regular employee who worked less than full time over this period of time shall be pro-rated based on the actual straight-time hours worked as a percentage of full time hours. Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee’s dividend payment:

- All leaves with pay
- Maternity and parental leave
- All unpaid medical leaves that commenced between July 1, 2009 and June 30, 2010

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**DATED at Prince George, British Columbia, this 29th day of June, 2006.**

**SIGNED ON BEHALF OF THE  
PROFESSIONAL EMPLOYEES  
ASSOCIATION:**

\_\_\_\_\_ **"Kathryn Danchuk"** \_\_\_\_\_

\_\_\_\_\_ **"Jim Russell"** \_\_\_\_\_

**SIGNED ON BEHALF OF THE BOARD  
OF SCHOOL TRUSTEES OF SCHOOL  
DISTRICT NO. 57 (PRINCE GEORGE):**

\_\_\_\_\_ **"Georgina Johnson"** \_\_\_\_\_