

DELTA SCHOOL DISTRICT

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COLLECTIVE AGREEMENT

between

THE BOARD OF SCHOOL TRUSTEES, DELTA SCHOOL DISTRICT

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1091

PREAMBLE

WHEREAS, it is the responsibility of all parties to this Agreement to work for the effective and efficient operation of the schools in the school district, all in accordance with Section 88 (b) of the School Act, recognizing meanwhile the parties' responsibilities and obligations each to the other as hereinafter set forth;

AND WHEREAS, it is the desire of both parties to this Agreement to maintain a harmonious relationship between the Board and the employees;

AND WHEREAS, the Union shares with the Board a desire to provide this district with efficient service through the medium of the members' labours;

AND WHEREAS, to reach these objectives, both parties recognize the mutual value of joint discussions and negotiation in all matters pertaining to the well-being, morale and security of those employees included in the bargaining unit; for the purpose of implementing the spirit and intent of the foregoing, and without surrendering the right of the Board to determine policy, it is agreed that changes in policy possibly affecting the employee's security or the Union's sphere of bargaining authority will be discussed and negotiated with the Union prior to implementation so that the Union's representatives will, having been advised of such contemplated change, be afforded the opportunity to consult with the Board's representatives in the advisability and practical application of such contemplated change;

AND WHEREAS, it is desirable that methods of bargaining and all matters pertaining to the working conditions of the employee be drawn up in the Agreement;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that the parties hereto, in consideration of the mutual covenants hereinafter contained, agree each with the other as follows:

ARTICLE 1

TERM OF AGREEMENT

- 1:01**
- a) This Agreement shall be for a forty-eight (48) month period from and including July 1, 2006 to and including June 30, 2010, and from year to year thereafter subject to the right of either party to the Agreement, at any time within four (4) months immediately preceding the date of the expiry of this Agreement (June 30, 2010) or immediately preceding the last day of June in any year thereafter, by written notice, to require the other party to the Agreement to commence collective bargaining.

 - b) Should either party give written notice as aforesaid, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement (or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted or alter any other term or condition of employment) until:
 - (i) A strike or lockout has commenced, or
 - (ii) A new Collective Agreement has been ratified by the parties, whichever occurs first.

ARTICLE 2

UNION RECOGNITION

- 2:01** The Board recognizes the Union as the sole and exclusive bargaining agent for all employees covered by this Agreement, in accordance with the Union Certificate of Bargaining Authority.

ARTICLE 3

UNION SECURITY

3:01 **Acceptance of Employment**

Acceptance of employment by an applicant shall constitute acceptance by that applicant of all terms and conditions of this Collective Agreement.

3:02 **Union Membership**

- a) All present and future employees of the Board, as a condition of continuing employment, shall become and remain members in good standing of the Union, according to the Constitution and/or By-Laws of the Union.

- b) All employees, on date of hire, shall be provided with a copy of the Collective Agreement, and shall be required to sign an Application for Membership and authorization for Dues Deduction, supplies of which will be kept on hand in the Board's office and supplied by the Union.

3:03

a) Dues Check-Off

The Board agrees to the check-off of all Union dues and assessments levied in accordance with the Constitution and/or By-Laws of the Union. The Union agrees to advise the Board of the amounts of such Union dues and/or assessments as may be determined from time to time by the said Union. The Board, upon receipt of such advice from the Union, shall thereupon deduct from the earnings of the employees such dues, fees and assessments and shall forward to the Union the total of such amounts deducted together with a list of those employees from whom such deductions were made, such deductions to be remitted to the Union within five (5) business days of the pay date, except when there are unforeseen circumstances.

b) New Construction Dues

All "new construction employees" shall be required to pay monthly dues to the Canadian Union of Public Employees, Local 1091, as provided for in Article 3:03 (a).

c) Suspension of Membership

In the event of the Union intending to suspend a member for non-maintenance of membership, or for any other reason, the Board shall be notified by the Union in writing at least seven (7) days before such suspension.

3:04

Notification to Union

The Board agrees to notify the Union in writing, within seven (7) working days, when an employee covered by this Agreement is hired, promoted, demoted, transferred, laid-off, recalled, resigns, is suspended or is terminated.

ARTICLE 4

EMPLOYEE/MANAGEMENT COOPERATION COMMITTEE

4:01

An Employee/Management Cooperation Committee shall be formed and shall consist of three (3) representatives of the Union and three (3) representatives of the Employer. It is understood that the agendas will be exchanged one (1) week prior to meetings to ensure that each party can be prepared for discussion on the topics. Topics are to be of general interest and information, and not to include safety matters or specific grievances. Meetings shall be held once every two (2) months. The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 5 DEFINITIONS

5:01 Employees

For the purpose of this Agreement, employee or employees mean a person or persons defined as such under the Labour Relations Code.

5:02 Regular Employees

A regular employee is:

- a) an employee who has obtained a continuing position and who has successfully completed the probationary period; or
- b) a temporary employee who has been continuously employed in a specific temporary position for more than twelve (12) months (in a twelve month position) or more than ten (10) months (in a ten month position) and who has successfully completed the probationary period.

5:03 Probationary Employees

A probationary employee is an employee who has been hired or promoted into a continuing position and who is serving the probationary period.

5:04 Temporary Employees

A temporary employee is a casual or new employee who is appointed to a term specific position.

5:05 Casual Employees

A casual employee is an employee who is employed on a day-to-day basis to augment or substitute for regular staff and includes supervision assistants and cross walk guards.

5:06 Probationary Period

The probationary period is the first six (6) months of continuous employment served to confirm suitability for employment in the district as a regular employee. July and August shall not be considered as part of the probationary period for those employees not working these months.

5:07 Position

A position is a specific job within a classification.

5:08 Continuous Employment

Employment shall be continuous if an employee has worked a minimum of eleven (11) shifts in each month of employment.

5:09 Continuing Positions

Continuing positions are defined as positions deemed permanent by the Board or temporary positions as per Article 5:02 (b). Such positions may be either full or part-time.

5:10 Temporary Positions

Temporary positions are defined as positions of a limited duration with a specific start date and finish date (term specific).

5:11 Classification

A classification is a broad description, as set out in a class specification, of the requirements of any position with a specific job title or job description. A number of different positions therefore may be encompassed within a classification.

5:12 Class Specifications

Class specifications are the documents which describe, in general terms:

- The nature and scope of work that may be required of an employee holding any position within a classification.
- Illustrative examples of the tasks that the employee may be required to carry out; and
- The training, experience, knowledge, abilities, skills and licenses or certificates required of the classification.

5:13 Location

Location is the place of work to which an employee is assigned.

5:14 Assignment

An assignment is a position in a specific classification, location(s) and may include the program/work area.

5:15 Trial Period

A trial period is the first three (3) month period served by an employee (upon a promotion, transfer or demotion) to determine his/her suitability in a new classification or in a new position in the same classification if the duties and responsibilities are significantly different.

5:16 Promotion

Promotion shall be defined as the movement of an employee to a position at a higher rate of pay or to a position at the same rate of pay but in a different classification.

5:17 Demotion

Demotion shall be defined as the movement of an employee to a position at a lower rate of pay.

5:18 Transfer

Transfer shall be defined as the movement of an employee from one position to another in the same classification.

5:19 Seniority

Seniority shall be defined as a regular employee's calculated length of service with the Board.

5:20 Layoff

A lay-off shall be defined as an Employer initiated reduction in the number of regular employees in the work force or a reduction in the regular hours of work as defined in the Agreement.

5:21 Service Credit

Service Credit is the total number of hours worked by a temporary or casual employee. The term 'Recognized Service Credits' has the same intent and meaning as the term 'Secondary Seniority' as used by the Industrial Inquiry Commissioners on June 7, 2000.

5:22 New Construction Employees

- a) A new construction employee is an employee who has been engaged to work only on new construction. Such employees shall receive wages, working conditions and fringe benefits as provided by the appropriate Agreements of the trade unions in the Building Trades, including Labourers, applicable to the Greater Vancouver area. They shall not be entitled to any of the benefits of this Agreement.

Regular Board employees who are assigned to new construction work shall be paid the appropriate construction rate of pay. Seven and one-half (7 1/2) hours shall constitute a full day, with a minimum assignment of four (4) hours to be considered as new construction assignment. An afternoon assignment will finish on the same hour as new construction employees. All other benefits shall be as per this Agreement only.

- b) New construction is defined as construction of new buildings or construction providing additional floor area with new foundations and roofing to existing buildings.

5:23 Terminated Employees

Employees shall be deemed to be terminated if one or more of the following conditions apply:

- a) the employee voluntarily leaves the service of the Board;
- b) the employee has a break of employment greater than that provided for in Article 11:02 (e) (i) or (ii);
- c) the employee has been laid off for a period of greater than eighteen (18) months as per Article 11:01 (d) (iii);
- d) the employee is terminated for cause and not reinstated;
- e) the employee has not accepted three (3) consecutive offers of work in a position(s) for which the employee is qualified.

5:24 Current Date of Hire

The current date of hire is the date the employee last entered the service of the Board without having been terminated.

**ARTICLE 6
RATES OF PAY**

6:01 Schedule "A"

Rates of pay for positions covered by this Agreement shall be as set forth in Schedule "A" attached hereto.

6:02 a) Job Evaluation Maintenance Committee (JEMC)

The Board and the Union shall appoint two (2) representatives and an alternate each to represent them on the JEMC pursuant to the Job Evaluation Plan. The cost of the JEMC shall be borne by the Delta School District.

b) Maintenance of the Job Evaluation System

- (i) It is important to maintain accurate class specifications and job ratings on an ongoing basis. It is the intention of the parties that all jobs be reviewed once every five (5) years.
- (ii) No job will be reviewed more than once in a twelve (12) month period unless there is a significant change in the duties and responsibilities.
- (iii) Whenever the incumbent(s), non union supervisor, the Employer or the Union feel the duties and responsibilities of the job have changed or that the class specification does not accurately reflect the duties and responsibilities of the job, they may request a job evaluation review by completing and submitting a Job Evaluation Request for Review Form.

c) Re-classification or Re-evaluation of Existing Positions

Upon receipt of a completed Job Evaluation Request for Review Form, the following procedures shall apply:

Step 1

The JEMC shall review all available information. If necessary, further information may be gathered through the completion of a Job Analysis Questionnaire, interview of the incumbent and/or supervisor, the Director of Human Resources or designate, or a visit to the job site. Based on this information the JEMC shall update the class specification as necessary. The JEMC shall have thirty (30) calendar days to do the review.

Step 2

Where the class specification has been changed, it shall be signed by the incumbent(s) and the non-union supervisor to signify their mutual agreement. The JEMC shall meet to rate the job according to the procedures set out in the Job Evaluation Plan and advise the incumbent(s) and the non-union supervisor of its decision on the Review Decision Form. The rating of the job shall determine the pay rate for the job.

Step 3

- (i) If the job is rated at a pay rate higher than the existing pay rate, the incumbent(s) rate of pay shall be adjusted retroactive to the date the Request for Review Form was submitted to the Human Resources Department.
- (ii) If the job is rated at a pay rate lower than the existing pay rate, the incumbent(s) will receive fifty (50) % of any future negotiated increase until such time as their existing rate of pay matches or exceeds the newly classified rate of pay.
- (iii) New appointments are subject to the terms contained in Article 6:04 (c) of this Agreement.

d) New Positions – Class Specifications and Valuation

Step 1

The Employer shall prepare a draft class specification for the job.

Step 2

The JEMC shall meet and establish an interim pay rate for the job based upon the draft class specification. The JEMC shall advise the Employer and the Union of the interim pay rate. When the position is posted the posting shall indicate that the classification is new and the pay rate is subject to confirmation pursuant to Step 3 below.

Step 3

Six (6) months from the appointment to the new position the incumbent(s) and the non union supervisor shall complete a Job Analysis Questionnaire which shall be submitted, along with updated job information to the JEMC. The JEMC shall revise the class specification as necessary and submit to the incumbent(s) and the non union supervisor for signing to signify their mutual agreement. The JEMC shall then rate the job according to the procedures set out in the Job Evaluation Plan.

Step 4

- (i) If the job is rated at a pay rate higher than the interim pay rate the incumbent(s) rate of pay will be adjusted retroactive to the date of appointment.
- (ii) If the job is rated at a pay rate lower than the interim pay rate the incumbent(s) rate of pay will be adjusted to the lower rate at the beginning of the next pay period following notification by the JEMC.

e) Dispute Resolution

Review with Advisors

- (i) In the event of the JEMC being unable to reach an agreement on any matter relating to the interpretation, application or administration of the Job Evaluation Plan or maintenance of the Job Evaluation Program (including the classification or pay rate of positions reclassified under this Agreement), JEMC will request, within ten (10) working days, that each party designate an advisor to meet with them. The two (2) advisors will meet with the JEMC to attempt to assist in reaching a decision.
- (ii) If after meeting with the two (2) advisors the JEMC remains unable to agree upon the matter in dispute they will advise, in writing, the Employer and the Union of this fact, within fifteen (15) working days.
- (iii) In the event the review with advisors is not successful the advisors shall put in writing the issue(s) in dispute (the statement) within ten (10) working days and shall submit the statement to both parties within a further five (5) working days.

Arbitration

- (i) Either party may, by written notice to the other party, refer the dispute to a single arbitrator who will be selected by mutual agreement of the parties. The arbitrator will hear the matter within thirty (30) working days. The jurisdiction of the arbitrator will be limited to the matter in dispute. The arbitrator will not have the power to modify or amend the Job Evaluation Plan or any of its provisions. The arbitrator's decision will be final and binding.
- (ii) The arbitrator's fees and expenses will be borne equally between the parties.
- (iii) The time limits contained within this Article may be extended by the mutual agreement of the parties.

6:03

Postings

- a) Until implementation is complete, the Employer will post vacancies and new positions showing the current rate plus the pay equity and other adjustments and the pay equity target rate. An existing employee bidding into such a position would commence at the current rate for the position posted or the pay equity target rate whichever is the lessor.
- b) A new employee to the District would be paid the current rate for the position posted or the target rate whichever is the lessor.
- c) All appointments to new classifications will be paid at the target rate as determined by the JEMC. The new incumbent(s) will be notified of the six (6) month review process and the potential consequences of that review pursuant to Article 6:02 (d).

6:04

Bumping

- a) The determination of bumping up, down or laterally will be based solely upon the new pay structure.
- b) Bumping Up - Pursuant to Article 12:03 (c) the parties will determine if the employee had formally held a higher classified position by reviewing the classifications listings which are attached to this Agreement. When bumping up the employee will be paid at the current rate for the position being bumped or the target rate for the new position, whichever is the lessor.
- c) Bumping down or laterally – Pursuant to Article 12:03 (b) of the Collective Agreement. An employee bumping down will be paid at the target rate or the current rate of pay of the employee who is bumping, whichever is the lessor.

6:05 Re-classification and Re-evaluation Adjustments

The rating of the position shall determine the pay rate for the position. If there is less than a nineteen (19) point change in the revised rating for the position, the pay rate will remain as in the Collective Agreement.

If there is a nineteen (19) point or greater change in the revised rating for a position, the pay rate shall be determined by the following formula:

Adjust the Collective Agreement pay rate for the position by an amount equal to the point change multiplied by the cents per hour (3 cents) adjustment resulting from the original calculation of the male regression line.

6:06 Acting Pay

When an employee is assigned by the Employer to perform the principal duties of a higher paying position, the person shall receive the rate of pay of such higher position for the duration of such assignment.

**ARTICLE 7
HOURS OF WORK AND OVERTIME**

7:01 Standard Working Day - Facilities

- a) The standard working day for all employees other than those under Article 7:02 shall be eight (8) hours in a spread of eight and one-half (8 1/2) hours. An employee on split shift shall work eight (8) hours in a spread of twelve (12) hours. The standard working week shall consist of five (5) regular working days, Monday through Friday, inclusive. Under special circumstances, a working week of Tuesday through Saturday may be instituted. Each employee shall have two (2) consecutive days off, one of which will be Sunday. For the purpose of computing pay, the work week shall end at midnight Saturday. All continuing positions in Facilities shall be twelve (12) month positions as outlined in Article 5:02 (b).

If a school or community function is scheduled for a Saturday or Sunday, casual employees may work these days at straight time pay provided their hours do not exceed forty (40) hours for that week, and the employee has two (2) consecutive days off during the week. If no casual employee is available, regular employees may be re-assigned on a voluntary basis to a shift which includes Saturday and Sunday at straight time pay on one (1) week's notice. It is understood that where such assignments are on a long term basis it shall be mutually agreeable.

- b) Shifts for an electrical tradesman working on testing and maintenance of alarm systems and emergency lighting may be Wednesday through Sunday, including Statutory Holidays, at straight time pay, provided an employee's hours do not exceed forty (40) hours per week and the employee has two (2) consecutive days off during the week. Statutory holidays will be observed by another day off during the week. If an employee is required to work on this day off, pay will be at double (2x) the regular hourly rate.

Employees on regular staff as of May 1, 1978 shall be placed on this shift on a voluntary basis only.

The Board and the Union agree to make every attempt to work out suitable shift re-arrangements during school holiday closures.

7:02 Standard Working Day - Clerical, Education Assistants, Cafeteria Assistants

- a) The standard working day for clerical employees shall be seven (7) hours per day, and a maximum of thirty-five (35) hours per week, Monday to Friday, inclusive, between the hours of 0800 and 1700 hours, with one (1) hour off for lunch. Work performed in excess of these hours shall be paid at overtime rates as per Article 7:07 (Overtime).
- b) The standard working day for Education Assistants shall be six (6) hours per day, and a maximum of thirty (30) hours per week, Monday to Friday, inclusive, between the hours of 0800 and 1700 hours, with one (1) hour off for lunch. Work performed in excess of seven (7) hours per day or thirty-five (35) hours per week shall be paid at overtime rates as per Article 7:07 (Overtime).
- c) The standard working day for Cafeteria Assistants shall be four (4) hours per day, and a maximum of twenty (20) hours per week, Monday to Friday, inclusive, between the hours of 0800 and 1500 hours. Work performed in excess of thirty-five (35) hours per week shall be paid overtime rates as per Article 7:07 (Overtime).
- d) Provided that School Board and school requirements are met a shorter lunch period may be instituted.

7:03 Standard Working Day - Clerical - Continuing Education

Clerical employees may be required to work a seven (7) hour shift between 1400 hours and 2200 hours Monday to Friday, specifically for Continuing Education programs within the school district. However, a vehicle allowance will be provided by the School Board in accordance with Article 22:01 (Vehicle Allowance). The afternoon shift premium will be paid as per Article 7.

Continuing Education Program shall be defined as that program of study and instruction designed for those persons who are unable to attend regular senior secondary school classes during the normal and usual hours of the regular school program.

7:04

Four (4) Hour Minimum

- a) A regular or temporary employee reporting for work and starting work shall be paid a minimum of four (4) hours or the actual number of hours worked during the shift, whichever is the greater, except as shown below. The four (4) hours shall be consecutive but may exclude a lunch period of up to one (1) hour or a shorter period as defined elsewhere in the Collective Agreement. This provision shall not preclude a custodial split shift provided that one (1) part of the shift will be a minimum of four (4) consecutive hours.
- b) Exemptions from the four (4) hour minimum:
 - (i) Supervision Assistants and Crosswalk Guards
 - (ii) Small schools of less than seventy-five (75) students in which case a two (2) hour minimum will apply
 - (iii) Other positions by mutual agreement
- c) Additional hours shall be assigned as per the Collective Agreement.
- d) **Implementation**

A Joint Implementation Committee shall be established to ensure the four (4) hour minimum is implemented. The Joint Implementation Committee will be dissolved upon full implementation of the four (4) hour minimum. The four (4) hour minimum will begin to be implemented immediately. By September 4, 2001 the implementation of the four (4) hour minimum will be completed.

Implementation may include:

- (i) The combination of positions.
- (ii) The elimination of current positions of less than four (4) hours duration and the layoff of employees in those positions.
- (iii) The reassignment of hours from positions currently less than four (4) hours.
- (iv) Adding hours to positions that become available through increased student needs, vacancies etc.

- (v) Applying with the Union to the "Four Hour Implementation Fund" and/or the "Job Security Fund" for assistance in increasing the remaining Education Assistant positions to the four (4) hour minimum.
- (vi) The posting requirements, if any, for combined positions.
- (vii) The applicability of other articles in the Collective Agreement.
- (viii) Other positions where an exemption may apply.

A new Class Specification will be implemented for combined positions. The District's Job Evaluation Maintenance Committee will determine the rate of pay for the new classification.

Any agreement reached concerning the "September 30 – No layoff" language will not apply to the implementation of the four (4) hour minimum.

e) Dispute Resolution

In the event the Joint Implementation Committee cannot agree on implementation matters the parties will follow a two (2) step process to resolve the dispute.

- (i) Either party may request that the Labour Relations Board appoint a mediator.
- (ii) Failing resolution at mediation, either party may request that Joan Gordan hear the dispute on an expedited basis. The expedited process is intended to be short and concise. Written submissions shall be used and exchanged at least five (5) working days prior to the arbitration. Joan Gordan shall render a decision within twenty-four (24) hours of the hearing. The parties shall equally share the costs of the arbitrator. The arbitrator shall have the same powers and authority as an arbitrator established under the B.C. Labour Relations Code. The decision of the arbitrator shall be final and binding on the parties. It is understood that the parties shall not appeal the decision. All decisions of the arbitrator are to be limited, in application, to that particular dispute. These decisions shall have no precedential value on other school districts and local unions.

7:05 Shifts -Facilities

Shifts for the Maintenance and Custodial Departments shall be as set out in Schedule "B" attached hereto.

7:06 Rest Periods

There shall be one (1) fifteen (15) minute rest period in each one-half (1/2) shift.

7:07 Overtime

Overtime will be paid at the rate of time and one-half (1 1/2) of the regular hourly rate for the first one (1) hour of overtime and at double (2x) the regular rate thereafter, for daily hours worked in excess of the standard working day as set out in Article 7:01 (Standard Working Day - Facilities) and 7:02 (Standard Working Day - Clerical, etc.)

Scheduled overtime shall be on a voluntary basis, however, employees will cooperate in meeting overtime requirements. Employees will not be required to take time off in lieu of overtime payments.

7:08 Overtime Authorization

No overtime will be worked without appropriate authorization by Board Officials.

7:09 Work on Regular Days Off

Employees who are required to work on their regular days off or on Statutory Holidays will be paid double (2x) their regular hourly rate of pay, except as provided in Article 7:01 (b) (Shifts for Electrical Tradesmen).

7:10 Call-Outs

Employees who are called to work from their residence outside their regular working hours shall be considered to have been called out and shall receive a minimum of two (2) hours pay at the overtime rate of double time (2x) pay. This provision does not apply to employees whose regular shift extends into overtime periods.

7:11 Daily Time Record

The employee must complete daily an accurate account of time worked.

7:12 Stand-By Pay

Employees on stand-by shall receive two (2) hours pay for each twenty-four (24) hour period or portion thereof when they are on stand-by. Where a Statutory Holiday immediately precedes or follows a weekend, as above, the stand-by hours will be such as to include the Statutory Holiday. In addition, twenty-five dollars (\$25.00) shall be given for stand-by on Statutory Holidays for a twenty-four (24) hour statutory holiday period.

7:13 Maintenance

Maintenance employees doing work that is normally done on day shift shall be paid a differential of fifty cents (\$.50) an hour if the major portion of their shift falls between 1700 hours and 2300 hours and sixty cents (\$.60) an hour if the major portion of their shift falls after 2300 hours.

7:14 Custodial/Clerical

Custodial and clerical staff working the shifts defined in Article 7 (Hours of Work) and Schedule "B" shall be paid a differential of fifty cents (\$.50) per hour for afternoon and split shifts and sixty cents (\$.60) per hour for midnight shift.

**ARTICLE 8
VACATIONS WITH PAY**

8:01 Cut Off Date

July 1st shall be the cut off date for calculating vacation pay.

8:02 Less Than Twelve (12) Months Service

Employees with less than twelve (12) calendar months of continuous service as at July 1st:

- a) Who will not complete twelve (12) months service by December 31st shall receive one (1) day for each full month, or for a portion of a month greater than two (2) weeks worked up to July 1st, up to a maximum of ten (10) days.
- b) Who will complete twelve (12) months continuous service by December 31st shall receive their full vacation entitlement provided that if employment is terminated for any reason prior to completion of twelve (12) months any unearned vacation pay shall be recovered by the Board.

In computing the normal entitlements, if more than two (2) weeks are worked, the time shall be considered as a full month.

- e.g.: 8 months, 10 days worked - 8 days vacation
- 8 months, 11 days worked - 9 days vacation

8:03 Regular (12 month) Employees

- a) Annual vacations with pay for regular employees shall be as follows:
 - After 1 year continuous employment – 2 weeks
 - After 2 years continuous employment – 3 weeks
 - After 8 years continuous employment – 4 weeks
 - After 16 years continuous employment – 5 weeks
 - After 22 years continuous employment – 6 weeks

b) Supplementary Vacation

Supplementary vacation is in addition to the basic annual vacation entitlement. Regular employees with more than eight (8) years continuous service with the Board shall be entitled to supplementary vacations. Supplementary vacations shall be taken at a time to be arranged with the employee's Department Head or designate. It is clearly understood that employees become entitled to this vacation following completion of the required years of service, and that such entitlement shall remain an employee's even if such employee's employment is terminated prior to the end of the period to which the entitlement applies.

Each employee upon commencing his/her ninth (9th), sixteenth (16th), twenty-first (21st), twenty-sixth (26th), or thirty-first (31st) year of service in any year shall thereupon become entitled to five (5) days of supplementary vacation, as defined in the preceding paragraph.

8:04 Regular (10 month) Employees

Regular (10 month) employees shall receive as holiday entitlement a percentage of gross earnings. Ten month employees who have scheduled time off during school breaks shall receive earned vacation pay as regular pay at Christmas break, Spring Break and on the last pay date in June. The remainder of the accumulated vacation pay is to be paid out on their last pay date in July. Vacation pay is to be calculated as at July 1st of each year.

Up to 2 years continuous employment	–	4 %
After 2 years continuous employment	–	6 %
After 8 years continuous employment	–	8 %
After 16 years continuous employment	–	10 %
After 22 years continuous employment	–	12 %

For the purpose of calculating vacation entitlement, ten (10) months employment shall constitute one (1) year for employees hired for the school term (ten month employees).

Provided that employees employed prior to January 01, 1973, shall receive annual vacation entitlement on the basis received prior to the implementation of this Agreement.

In addition to regular holiday entitlement, employees shall be entitled to supplementary vacation as provided above proportionate to their assigned hours of work, to be paid upon request.

8:05 Statutory Holidays During Vacation Periods

Such vacation periods shall be exclusive of paid Statutory Holidays to which the employee is entitled under this Agreement.

8:06 Temporary and Casual Employees

Temporary and casual employees shall be paid four percent (4%) of gross earnings in lieu of annual vacations, such payment to be included with each regular pay cheque. New Construction Employees shall be paid for annual vacations as per Article 5:22 (New Construction Employees) of this Agreement.

8:07 Vacation Periods - Maintenance Department

It is agreed that Maintenance employees may take at least two (2) consecutive weeks annual vacation in July and August on the basis of not more than one-third (1/3) of the employees from each trade being absent at any one time. Vacations will be according to a roster prepared by the Manager - Maintenance; seniority will determine first choice of holiday time.

**ARTICLE 9
STATUTORY HOLIDAYS**

9:01 All regular employees covered by this Agreement shall receive eleven (11) Statutory Holidays with pay, in proportion to their time worked, as follows:

New Year's Day	Good Friday	Easter Monday
Victoria Day	Canada Day	British Columbia Day
Labour Day	Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day	

and also any other Statutory Holiday as may be proclaimed by either the Federal or Provincial Government.

Provided that:

- a) They had worked their last regularly scheduled shift before the holiday and return to work on the next regularly scheduled shift after the holiday; and
- b) Both these scheduled shifts fall within fifteen (15) days of the holiday.

Except that in the case of Canada Day, ten (10) month employees who complete their regularly scheduled shift within fifteen (15) days prior to July 1st, shall be entitled to holiday pay.

Where an employee is on approved leave of absence, the regularly scheduled shift shall be the shift immediately preceding and following the leave. Such employees shall qualify for Statutory Holiday pay if both these days fall within the above stipulations.

9:02 A regularly scheduled shift shall be the last shift the employee was assigned to before the Statutory Holiday and the first shift the employee is assigned to after the Statutory Holiday so long as both these scheduled shifts fall within fifteen (15) days of the holiday.

9:03 When any of the above noted Statutory Holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the Employer and the employee. This day shall be treated as a Statutory Holiday.

9:04 Employees who are required to work on a Statutory Holiday, shall in addition to the established over-time rate of pay as set out in Article 7:09 (Work on Regular Days Off) of this Agreement, receive another day off with pay in lieu of the Statutory Holiday at a time mutually agreed upon between the Employer and the employee.

ARTICLE 10 EMPLOYEE BENEFITS

10:01 General

The Parties have agreed to participate in a jointly trustee Benefits Trust and shall place their Dental, Extended Health, and Group Life Insurance Benefit coverage specified in this Article as soon as the Trust is able to take on that responsibility.

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

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

Participation in the Benefits Trust will be in accordance with the Industrial Inquiry Commissioners Reports made by Irene Holden and Vincent Ready dated May 30, 2000 and June 7, 2000, which specify the basis upon which school districts participate in the Trust and as clarified in their Recommendations Regarding Outstanding Accord Matters dated March 21, 2001.

The Parties further agree to participate in a government-funded Long-term Disability Plan and Early Return to Work Program in accordance with the Industrial Inquiry Commission Report(s) identified in the preceding paragraph. The Parties agree that any reference to specific benefit carriers providing the benefits identified above will be effective only until the date of participation in the Benefits Trust.

10:02 Medical Services Plan of B.C.

All regular and temporary employees engaged to fill positions shall be entitled to participate in the Medical Services Plan of B.C. (Group Medical Plan).

The Board shall pay one hundred percent (100%) of premium cost.

10:03 Extended Health Plan

The Board shall provide an Extended Health Plan.

The Extended Health Plan shall provide hearing aid coverage of five hundred dollars (\$500.00) once every five (5) years for all participants in the plan. The Extended Health Plan shall provide Vision Care coverage of two hundred and fifty dollars (\$250.00) every two (2) years.

The Board shall pay one hundred percent (100%) of premium cost.

10:04 Life Insurance

The Board shall institute and maintain life insurance coverage equal to two times (2x) the annual earnings of the employee to the nearest one thousand dollars (\$1000.00). This insurance coverage shall be mandatory for all regular employees engaged to fill regular positions.

For the purposes of determining group coverage, wages received on October 1st shall be used to determine annualized income.

The Board shall pay one hundred percent (100%) of premium cost.

10:05 Dental Plan

The Board shall institute a Dental Plan.

Payment by the Plan is to be one hundred percent (100%) of Plan A, sixty percent (60%) of Plan B, fifty percent (50%) of Plan C. The Dental Plan "C" benefit shall be two thousand dollars (\$2,000.00) per insured member.

The Board shall pay one hundred percent (100%) of premium cost.

10:06 Eligibility for Benefits

a) Regular Employees

Regular employees working half (1/2) time or more as per their category:

After 1 month:	Medical, Extended Health
After 6 months:	Dental, Life, Municipal Pension Plan

Regular employees working less than half (1/2) time as per their category:

After 1 month:	Medical, Extended Health
After 6 months:	Dental, Life (at no cost to the Board)

b) Temporary Employees

Temporary employees working half time or more as per their category:

After 1 month:	Medical, Extended Health
After 6 months:	Sick Leave, Dental, Life (provided on an appointment of six (6) months or more)

Temporary employees working less than half (1/2) time as per their category:

After 1 month:	Medical, Extended Health
After 6 months:	Sick Leave

10:07 Municipal Pension Plan

All employees shall be covered in accordance with the eligibility requirements of the Public Sector Pension Plans Act.

10:08 Illness in Family

Regular employees may be granted up to five (5) days of their vacation entitlement if their presence is required during illness in the immediate family (spouse [any two people in a marriage-like relationship], children or other completely dependent relative(s) living in the employee's household).

10:09 Compassionate/Bereavement Leave

a) In the event that an employee suffers bereavement or serious illness in his/her immediate family, in which recovery is in doubt, he/she shall be granted a leave of absence by the Board for up to a total of five (5) working days, for such immediate family member, and shall suffer no loss of salary or accrued sick leave by reason of such absence. Where leave is granted for

serious illness and if death occurs within five (5) days, the bereavement leave shall be deemed to have begun on the day of death. For the purpose of this Article, immediate family is defined as spouse (any two (2) people in a marriage-like relationship), child, son or daughter-in-law, parent, sibling, parent of spouse, grandparent, grandchild, ward or any other dependent relative living in the same household.

- b) Upon application, a leave of five (5) days in excess of the five (5) days approved in (a) above may be granted with or without pay.
- c) Upon application, leave may be granted with pay or without pay to attend the funeral of a friend or relative who is not a member of the immediate family.
- d) Approval of leave under this Article shall not be unreasonably denied.

10:10 Bereavement/Extenuating Circumstances

For regular employees, under extenuating circumstances, the Board may also grant additional leave of absence with pay at the written request of the employee.

10:11 Maternity Leave

Upon written request, Maternity Leave (leave of absence without pay and without loss of seniority) shall be granted for up to seventeen (17) weeks.

The employee returning to work after Maternity Leave shall provide the Employer with at least two (2) weeks notice. On return from Maternity Leave, the employee will be placed in a position consistent with the seniority provisions of this Agreement.

The Board shall pay full premiums for the Medical Plan, Extended Health Plan, Life Insurance Plan and Dental Plan for employees on Maternity Leave, for the period as provided by the Employment Standards Act.

All presently held benefits must be maintained.

10:12 Adoption Leave

Where a regular employee adopts a child, that employee is entitled to and shall be granted a leave of absence without pay from employment for up to thirty-seven (37) weeks. The length of the leave desired shall be stated upon application for leave. Application for such leave must be submitted fourteen (14) calendar days prior to the effective date of leave. Such period may be reduced by mutual agreement. All benefits, seniority and return provisions provided for in Article 10:11 (Maternity Leave) shall apply to Adoption Leave.

10:13 Parental Leave

Upon request, an employee shall be granted up to thirty-seven (37) weeks of parental leave to take care of a newborn or adopted child. This leave may be granted to either the mother or the father of the child but will not be granted to both parents if both are employed by the District. The combination of Maternity Leave and Parental Leave must not exceed fifty-two (52) weeks.

During the Parental Leave the employee must retain benefit coverage.

10:14 Paternity Leave

Upon written request, regular employees may be granted leave of absence of one (1) day without loss of pay for paternity and adoption purposes. In addition, regular employees may also be granted up to five (5) days of their vacation entitlement if their presence is required for this purpose.

10:15 General Leave of Absence

Upon the request of an employee the Board may grant a leave of absence without pay for up to one (1) year without loss of seniority. Such a request will not be unreasonably denied. If the request is denied the Board will provide the employee with the reasons in writing, with a copy to the Union.

An employee granted a leave of absence for a period of one (1) month or less will be maintained on all benefits and is entitled to all vacation and sick leave credits.

An employee granted a leave of absence for a period longer than one (1) month will be maintained on all benefits. The employee will pay the total costs of the premiums in advance in monthly installments. The employee will not be entitled to vacation and sick leave credits during the period of the leave.

The total period of leave granted to an individual at any one time shall not exceed one (1) calendar year. Upon application a further leave of up to twelve (12) months may be granted. Seniority will not accumulate beyond twelve (12) months.

An employee returning to work, after a leave of absence, within twelve (12) months, will be returned to his/her former position. An employee returning to work after a leave of absence where the leave was extended past twelve (12) months may be returned to the employee's former position or in an equivalent position within the same classification.

10:16**Sick Leave**

- a) Sick leave with pay shall be granted to all regular and probationary employees on the basis of one and one-half (1 1/2) days per month worked, cumulative to one hundred and eighty (180) working days.
- b) For purposes of the interpretation of this Article (10:16 a), the definition of a “month worked” for regular and probationary employees is inclusive of the following:
 - (i) Employees who work for a minimum of ten (10) days in a month.
 - (ii) Employees receiving Workers’ Compensation Board remuneration.
 - (iii) Employees on Maternity, Parental or Adoption Leave.
 - (iv) Employees on Vacation or banked overtime.
 - (v) Employees on Compassionate/Bereavement Leave.
 - (vi) Employees on Jury Duty.
 - (vii) Employees on Union Leave – Short and Long term.

This definition of a month worked is with reference only to article 10:16.

- c) Each regular employee's annual sick leave entitlement shall be allotted semi-annually in advance (one half on January 1st and one half on July 1st of each year). Provided, that upon termination of employment the Board shall recover any payment made for unearned sick leave drawn in advance. Employees shall be notified in January of each year of the balance of their accrued sick leave as at the preceding December 31st. The District will make adjustments to sick leave entitlement on a semi-annual basis to coincide with the allotment in January and July. If an employee does not meet the definition, as stated above, of a month worked, an adjustment to their sick leave entitlement would occur at the time of their next allotment.
- d) An employee must be working in the pay period in which the entitlement is allotted in order to receive their advance.
- e) Upon the death of an employee, any accumulated sick leave will be paid to the employee’s estate in accordance with this Article.
- f) Regular employees working less than full time shall receive sick leave benefits in the same proportion that their regular hours are to a regular work day or work week.
- g) The Board reserves the right to receive a medical certificate from any employee claiming sick leave benefits.
- h) A regular employee who, while on annual vacation, becomes confined due to illness or accident, shall be entitled to claim available sick leave benefits for the days of confinement upon conclusive proof of such confinement. These days may be taken off at a future time approved by the Board.

- i) A probationary employee may use sick leave credits during the probation period. If an employee fails to complete the probationary period any payment for such sick leave will be deducted from the employee's final pay.
- j) Notwithstanding the foregoing section, the Board may at its own discretion grant further periods of sick leave in special circumstances.
- k) Temporary employees shall be granted sick leave on the basis of one and one-half (1 1/2) days per month commencing upon the completion of six (6) months service. No time shall be granted retroactively.
- l) Sick leave for part time employees shall be prorated.

10:17 Sick Leave and Vacation Credits While on Leave of Absence

Regular employees will be entitled to sick leave and/or sick leave without pay to a maximum of twenty-four (24) months. Approved sick leave without pay shall be granted in renewable increments of up to six (6) months.

Temporary employees who have exhausted sick leave credits will be entitled to sick leave without pay for a period not to exceed the term of the temporary appointment.

Employees on sick leave without pay will have the option of continuing their present benefit package at no cost to the Board. Benefits are to be paid in advance and to coincide with extensions to the approved leave.

Where an employee is on sick leave without pay, the employee will be entitled to accumulate vacation credits to a maximum of five (5) working days.

10:18 Sick Leave Pay-out

As part of the sick leave provision, employees participating in the Municipal Pension Plan will be entitled to a portion of their unused sick leave, upon termination, other than dismissal for cause, on the following basis:

- From 36 to 48 months of service – one month's pay
- After 48 to 60 months of service – one and one half months' pay
- After 60 to 144 months of service – two months' pay
- After 144 or more months of service – three months' pay

One month's pay means the normal monthly rate earned by an employee.

10:19 Workers' Compensation

- a) The Board agrees to make up the difference in pay to employees on Workers' Compensation from the employee's accumulated sick leave days in return for the receipt of the Workers' Compensation Board cheque.

- b) An employee who is injured on the job and is required to leave for treatment, or is sent home as a result of such injury, shall receive payment for the remainder of the shift at the employee's regular rate of pay without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.
- c) Employees on Workers' Compensation shall have their employee benefits as per Article 10:02 (Medical Services Plan), 10:03 (Extended Health Plan), 10:04 (Life Insurance), 10:05 (Dental Plan) and 10:07 (Municipal Pension Plan) continued up to a maximum of eighteen (18) months.

10:20 Suitable Employment

The Board will make reasonable efforts to find suitable employment for employees who through disability or incapacity cannot perform the normal duties of their present position. Placement in alternate employment shall be determined jointly by the parties.

10:21 Subrogation

Where an employee is paid his/her wages by the Board while absent from employment by reason of a disability other than one for which the employee would be entitled to receive Workers' Compensation pension and/or benefits, or military pension and/or benefits, and the employee subsequently recovers by way of court action or settlement of an insurance claim, such wages or any part thereof, then the employee shall pay the amount so recovered (to a maximum of the value of the wages less legal costs), to the Board. Upon the Board receiving such an amount it shall credit the employee with the number of days of sick leave proportionate to the amount of money so recovered. It is understood that the amount paid to the Board shall be divided by the daily value of the sick leave when used and the result shall be the number of days credited to an employee's sick leave bank.

10:22 Board Liability/Employee Responsibility

The Board recognizes its liability to its employees for any undue failure or neglect on its part to implement any benefit plan or to place a new employee on an existing plan, agreed upon in writing between the Board and the Union. It is the responsibility of each employee to complete and return to the Board the appropriate documentation in order to receive coverage.

10:23 Employment Insurance

Provided the Employment Insurance Commission continues to approve a reduction in the Board's EI premium, the Board agrees to remit the appropriate share of the premium reduction in accordance with the Employment Insurance Regulations to the Union for the benefit of employees.

ARTICLE 11
SENIORITY-TRANSFERS-DEMOTIONS-PROMOTIONS

11:01 Seniority

- a) Regular employees shall be credited with seniority upon completion of the probationary period. Seniority shall be retroactive to the current date of hire to a maximum of thirty-six (36) months (including all regular, temporary or casual employment).

- b) Regular employees shall accumulate seniority for all time worked for the Board. Seniority shall also accumulate for regular employees who are:
 - (i) in receipt of Workers' Compensation benefits or sick leave paid by the Board.
 - (ii) on maternity or parental leave.
 - (iii) on approved leaves of absence without pay for a period not exceeding one (1) year.
 - (iv) absent while serving in the Canadian Armed Forces during a declared national emergency.
 - (v) on approved leave of absence for up to three (3) years for service as an elected Federal, Provincial, Municipal, or School Board official.
 - (vi) on Union leave.

- c) Seniority will be frozen to an employee's credit, but will not further accumulate:
 - (i) for a period of eighteen (18) months where an employee who has completed the probationary period is laid off.
 - (ii) for any period of approved leave of absence without pay in excess of Article 11:01 (b) above.

- d) An employee shall lose seniority:
 - (i) on voluntarily leaving the service of the Board.
 - (ii) if discharged for proper cause and not reinstated.
 - (iii) if continuously laid off for a period exceeding eighteen (18) months.
 - (iv) upon accepting severance pay.

11:02

Service Credit

- a) Casual and temporary employees shall earn one (1) service credit for each hour worked, rounded to the nearest hour. An employee who has posted into a temporary position and who is in receipt of Workers' Compensation Board wage loss benefits or on paid sick leave shall continue to earn service credits. In any event, while in receipt of Workers' Compensation Board wage loss benefits or on paid sick leave, an employee cannot gain regular status under Article 5:02 (b).
- b) Service credits shall be recognized once an employee has worked ninety (90) shifts within any fourteen (14) month period.
- c) Service credits shall be solely for the purposes of applying for posted positions, calculating seniority and shift assignment for available work not requiring posting.
- d) For the purpose of filling temporary or regular positions, an employee who has recognized service credits and who applies for such a position shall be considered for a temporary or a regular position after regular employees and prior to outside applicants.
- e) Service credits will be frozen to an employee's credit, but will not further accumulate:
 - (i) for a period of six (6) months for all employees with service credits of ninety (90) to two hundred and ninety-nine (299) shifts.
 - (ii) for a period of twelve (12) months for all employees with service credits of three hundred (300) or more shifts.
 - (iii) for any period of approved leave of absence without pay in excess of one (1) year.

- f) An employee will lose all service credits:
 - (i) upon voluntarily leaving the service of the Board.
 - (ii) if discharged for cause and not reinstated.
 - (iii) if there is a break in their employment with the Board in excess of Article 11:02 (e) (i) or (ii).
 - (iv) upon accepting severance pay.

11:03 Criteria for Making Promotions, Demotions, and Transfers

- a) In making promotions, demotions, and transfers the required knowledge, abilities and skills for the position as outlined in the class specification shall be the primary consideration and, where two (2) or more employees are qualified to fulfil the duties of the position, seniority or recognized service credits shall be the determining factor. In all instances present qualified employees shall be given preference.
- b) Applicants shall be considered for posted positions in the following order:
 - (i) employees with seniority, and if no applicant in this category is qualified as per Article 11:03 then,
 - (ii) employees with recognized service credits, and if no applicant in this category is qualified as per Article 11:03 then,
 - (iii) employees without recognized service credits and outside applicants may be considered.
- c) **Temporary Assignments**

Notwithstanding any other language in the Collective Agreement, the following defines the conditions under which an employee can post into a temporary assignment.

- (i) In the event that a temporary vacancy needs to be posted (position #1), it shall be posted in the normal manner.
- (ii) Should an eligible regular employee be the successful applicant for position #1, that employee's job (position #2) shall be posted temporarily. Should an eligible regular employee be the successful applicant for position #2, that employee's job (position #3) shall be posted temporarily and open to casual employees only.

- (iii) All employees in temporary positions will be required to complete their temporary position as originally posted before being eligible for an appointment to a subsequent temporary position. All employees may apply, during the term of the temporary position, for a continuing position. When the temporary position ends, the replacement employee will return to their former position (i.e. return to their continuing position or to the casual list).
- (iv) Subject to the provisions in Article 11:03 c) (iii) above, a regular employee will be eligible for a temporary assignment provided that (one of the following):
 - (a) The pay (calculated as the hourly rate multiplied by the total hours in the posted period) is greater than the regular employee's current pay (calculated as their hourly rate multiplied by their total hours during the same period).
 - (b) The shift of the temporary position is different from the employee's current shift as defined in Schedule B.

d) Casual Assignments

- (i) The service credits list will be calculated effective September 1st, January 1st, and May 1st for the purpose of making shift assignments.
- (ii) Recognized service credits will be used as the basis for filling shift assignments. The available qualified, casual, employee with the most service credits, as per the service credit list, will be given the assignment.
- (iii) Shift assignments will be made to minimize the requirement for overtime.
- (iv) Once an employee's assignment is completed the employee shall be returned to the casual list.
- (v) An employee with service credits who is in an assignment which terminates prior to the posted date shall be given two (2) weeks notice or payment in lieu of notice. Such notice will be reduced to forty-eight (48) hours or payment of wages for two (2) shifts in lieu of notice when the assignment is replacing an employee on sick leave or Workers' Compensation.

11:04 Termination During the Probationary Period

- a) Employees in their probationary period may be terminated at any time during the probationary period on one (1) weeks' notice. It is understood that such termination may be grieved.
- b) The degree of cause required for termination is not the same as that required for a regular employee.

11:05 Trial Period

- a) In the event an employee returns to his/her former position or classification during the trial period there will be no loss of seniority.
- b) An employee who wishes to return to his or her former position may do so provided that prior to or inclusive of the thirtieth (30th) calendar day the Board is advised in writing of this decision.

If the employee notifies the Board in writing after the thirtieth (30th) calendar day but prior to the completion of the trial period the employee shall be returned to:

- (i) a vacant position in the former classification, or
 - (ii) the junior position in the former classification.
- c) In the event an employee proves unsatisfactory in the new position during the aforementioned trial period, the employee shall be returned to his/her former classification but not necessarily in the same location.

11:06 Vacant and/or New Positions

- a) Where vacancies exist, or new positions are created, notice thereof shall be posted for a minimum of seven (7) days on the staff bulletin boards. A copy shall be mailed to the Union within seven (7) days.
- b) Current employee(s) assigned to an existing vacancy, or a new position, will be transferred as soon as possible. However, the new rate will be paid on the effective date of the reassignment or the fifth (5th) working day after selection is made, whichever is earlier, but in no event prior to the effective date of the reassignment.
- c) If the Board does not intend to fill a vacancy within forty (40) working days, the Union will be notified within seven (7) days.
- d) Whenever possible, the Board shall fill all vacancies within fifteen (15) days of the end of the posting period.

- e) When a position has an increase in hours of more than one (1) hour per shift in a school year, when a position has an increase in hours which makes it full-time, or when a position is increased from a ten (10) month to a twelve (12) month position, the position shall be posted.
- f) If casual work or a temporary vacancy exceeds forty (40) working days it shall be posted as a temporary position.
- g) All postings shall contain the following information: nature and scope of position, qualifications, hours of work, location of work, program, and rate of pay.
- h) The Union is to be advised in writing of the name(s) of the successful applicant(s) within seven (7) calendar days following his/her appointment.

11:07 Seniority/Service Credit Lists

The Employer shall prepare a Seniority List and a Service Credit list for all employees as of February 1st each year. Such lists shall be provided to the Union and to each employee.

11:08 Education Assistants - Posting and Bumping

The parties agree that the nature of the work undertaken by Education Assistants may require flexibility in regard to the posting and bumping provisions of the Collective Agreement. Such flexibility is not in any way intended to limit the rights of the employee, but in recognizing the potential for disruption during the school year, may justify postponing the exercising of these rights.

- a) Where there is a necessity for specific requirements based on the needs of the individual student (eg. gender specific) such requirements may be considered legitimate qualifications in the posting and selection process for that position.
- b) If during the school year it is required that additional time in excess of one (1) hour per day be granted to a part-time employee, such hours may be granted on a temporary basis without posting. If these hours are to continue beyond the current school year, the position will be posted prior to the start of the next school year.
- c) Where there is a reduction or elimination of a Education Assistant's hours during the school year the Employer may, with the employee's consent, transfer the employee to a new location with the same number of hours, for the balance of the school year or assign the employee on a relief basis for the balance of the school year with a guarantee of the same number of hours.
- d) In the event the employee is not able to obtain a satisfactory position prior to the start of the next school year, bumping rights may be implemented at that time.

- e) The parties recognize that circumstances may arise where a student receiving one-on-one assistance transfers to another location, or circumstances may require the transfer of a special needs program to a new location. The employee assigned to that student or program may remain in the present location if there is a vacancy, otherwise they would move with the student or program to the new location. Should there be circumstances that make it inappropriate for the employee to move to the new location or there is no vacancy in the present location, Article 11:08 (c) will apply.
- f) The Employer will consult with the Union prior to making any adjustments as described above.
- g) Should there be any disagreement on the application of Article 11:08, the parties shall seek the assistance of the Mediation Division of the Labour Relations Board. In the event that the parties are not able to reach agreement at mediation they shall ask the mediator to issue binding recommendations.

ARTICLE 12

LAY-OFF AND RECALL

12:01 Definition of Lay-Off

- a) A lay-off shall be defined as an Employer initiated reduction in the number of employees in the work force or a reduction in the regular hours of work as defined in this Agreement.
- b) Reduction in school based clerical hours of work as a result of declining enrolment shall not be defined as a layoff. The assignment of such hours shall be based on the official Ministry student enrolment figure and shall be adjusted once each school year.
- c) Any twelve (12) month position reduced to a ten (10) month position is considered a lay-off.
- d) A temporary employee or a casual employee who finishes their temporary or casual assignment shall not be deemed to be laid off.
- e) The Board shall provide as much notice as possible of any planned layoff(s) to afford the Union the opportunity to respond to the proposed layoffs.

12:02**Notice of Lay-Off**

In the event of a lay-off of a regular employee, written notice shall be given as follows:

- after three (3) months of service, five (5) working days;
- more than one (1) year of service, ten (10) working days;
- more than three (3) years of service, fifteen (15) working days;
- four (4) years of service, twenty (20) working days;
- five (5) years of service, twenty-five (25) working days;
- six (6) years of service, thirty (30) working days;
- seven (7) years of service, thirty-five (35) working days;
- eight (8) or more years of service, forty (40) working days.

The above does not apply to emergencies, such as fire, storm, earthquake or similar disruptions requiring curtailment of operations.

12:03**Lay-Off Procedure**

- a) Both parties recognize that job security shall increase in proportion to length of seniority as defined in this Agreement but that the Employer has the right and responsibility to select positions that are to be subject to layoff.
- b) The Employer shall notify incumbents when positions are subject to lay-off. Thereafter employees may exercise their right to bump on a seniority basis. The laid-off employee may bump any employee in an equal or lesser classification or pay grade, with less seniority provided the employee exercising the right is qualified pursuant to Article 11:03. These options must be exercised within seven (7) days of receiving notice. An employee who has been bumped shall be deemed to have been given layoff notice and shall follow the above bumping procedure.
- c) An employee who has previously worked in a higher classification may bump into that previously held classification provided the employee is qualified subject to Article 11:03.
- d) If there are no position(s) to which the employee can bump, such employee shall be laid-off.
- e) It is not the intent of these lay-off and recall procedures that regular ten (10) month employees are allowed to bump other employees during normal school closures.

12:04**Recall**

- a) Employees shall be recalled in the order of their seniority but subject to Article 11:03.
- b) Each employee must ensure that the Human Resources Department is provided with a telephone number and mailing address where he/she can be reached.
- c) The Employer will contact the employee to be recalled by telephone or by a couriered letter to the mailing address provided. The employee shall then have three (3) working days in which to contact the Human Resources Department to arrange a return to work. The employee shall have five (5) working days after contacting the Human Resources Department to return to work. Exceptions can be made where an employee is unable to report to work due to circumstances beyond his/her control.
- d) Failure by the employee to meet Article 12:04 (c) will be considered a rejection of the employment offer.
- e) If an employee on the recall list rejects recall three (3) times, he/she shall be deemed to have voluntarily terminated his/her services.
- f) Under no circumstances shall the rights to recall exceed the total length of seniority.
- g) Employees retain the right to refuse work without affecting their seniority if the work is not in their classification or pay grade.

12:05**No New Employees**

In the event of lay-off not exceeding the period of eighteen (18) months, the Board agrees that it will offer employment to employees affected by such lay-off prior to engaging any new employee for similar work, pursuant to Article 11.

12:06**Grievance on Lay-Off and Recall**

Grievances concerning lay-offs and recalls shall be subject to the grievance procedure commencing at Article 23:01 (Grievance Procedure) Step 2.

12:07**Benefits Upon Lay-Off**

- a) Employees who qualified for benefits before lay-off and are subsequently recalled, shall receive all previous benefits effective the first day of the month following recall.

- b) In the event of a lay-off employees shall be entitled to remain on all benefits, except life insurance. An employee who chooses to maintain benefits shall do so at their expense, for a period of up to one (1) year from the date of layoff.
- d) All service-related benefits (e.g. vacation, sick leave, etc.) shall be pro-rated during the period of lay-off.

ARTICLE 13

SEVERANCE PAY

- 13:01**
- a) Any regular employee who is laid-off with one (1) year of service or less shall receive no severance pay.
 - b) An employee with more than one (1) year's seniority who was a regular employee but who has been reduced to a temporary or casual employee shall receive severance pay if laid-off under the terms of the lay-off and severance pay articles unless the employee voluntarily selected the temporary or casual position.
 - c) A regular employee who is laid-off with more than one (1) year of service but less than two (2) years of service shall receive as severance pay point eight percent (.8%) of annual salary.
 - d) A regular employee with two (2) years to five (5) years service shall receive one point six percent (1.6%) of annual salary for each year of service if laid-off.
 - e) A regular employee with an excess of five (5) years service shall receive three point two percent (3.2%) of annual salary for each year of service up to a maximum of six (6) months annual salary if laid-off.
 - f) Salary on which severance pay is calculated shall be based on the employee's salary at the time of his/her lay-off.
 - g) The employee may elect to receive severance pay at any time during the first sixty (60) days following lay-off. An employee whose employment is terminated as a result of lay-off may, instead of receiving severance pay, elect to have his/her name placed on a recall list for a period of up to eighteen (18) months.
 - h) An employee who has received severance pay and who is subsequently rehired by the Board shall retain any payment made but the calculation for future years of service shall commence with the date of re-hiring.
 - i) An employee who accepts severance pay shall have no further right to re-employment or recall of employment.

- j) An employee who chooses not to exercise his/her bumping rights, where such bumping rights are available, shall be deemed to have voluntarily terminated his/her employment and shall not be entitled to be placed on a recall list or to receive severance pay.
- k) It is not the intent of the above clauses that regular ten month employees will be entitled to receive severance pay as a result of normal school closures.

ARTICLE 14

SENIORITY/BENEFITS FOR EXCLUDED EMPLOYEES

- 14:01** Excluded staff leaving their excluded position may be assigned to a vacant position for which they qualify and for which no qualified member of the Union has applied. Upon permanent reassignment to a position within the Union's jurisdiction the conditions of Union membership will apply.
- 14:02** Employees who may return to the bargaining unit, or those who were originally excluded and then obtain a position within the jurisdiction of the bargaining unit, shall have their total years of service with the Board applied only to benefits and/or vacation which are determined by length of service.
- 14:03** Only the employee's service within the bargaining unit (subsequent to excluded staff service) will be considered as seniority except for those employees who leave the bargaining unit and return to the bargaining unit before completion of the excluded probation period or six (6) months whichever is less.

ARTICLE 15

GENERAL

- 15:01** **Work Assignments Resulting From Strikes**

The Board agrees that it shall not request, require or direct employees to perform work resulting from strikes that would normally have been carried out by those on strike.
- 15:02** **Employment Insurance Coverage**

The Employer agrees that all employees will be covered by Employment Insurance and will contribute its share in accordance with the provisions of the Act.

15:03

On-the-Job Tools

The Board will provide any on-the-job tools costing in excess of ten dollars (\$10.00) per tool. The Board agrees to provide employees with any metric tools required for the performance of their duties, as replacement for tools that the employee now owns.

15:04

Leave of Absence for Political/Union Activities

a) Political Activity

- (i) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall grant up to four (4) weeks leave of absence without pay and without loss of seniority, in order to campaign as a candidate in federal, provincial or municipal elections. All benefit plans shall continue in force during this period, and it shall be the responsibility of the individual to make arrangements for the payment of his/her share of the premium costs.
- (ii) Employees who are elected to office shall receive leave of absence for up to three (3) years, without pay, to be renewed annually upon application by the individual.

b) Union Leave of Absence - Long Term

An employee who is elected, or selected, for a full time position with the Union or any body with which the Union is affiliated shall be granted leave of absence without loss of seniority, for a period of one (1) year. Such leave to be renewable from year to year upon application, during the term of office. Such employee shall receive the pay and benefits as provided in this Agreement, but the Union shall reimburse the Board for all pay and benefits during the period of absence.

c) Union Leave of Absence - Short Term

- (i) The Board agrees to release, with pay, up to five (5) designated employees for the purpose of meeting with the School Board relative to negotiating revision of this Agreement. Such employees must give adequate notice to their supervisor.
- (ii) The Board agrees to release, with pay, up to four (4) designated employees for the purpose of meeting with the School Board relative to processing grievances. Such employees must give adequate notice to their supervisor.

- (iii) Union members elected to attend prearranged Union meetings, conventions and union sponsored training courses shall be granted leave of absence without pay for that purpose provided that interference with the normal operations of the school system is minimized. The Union shall provide two (2) weeks notice, when requesting such leave, in writing. Such leave shall not be unduly withheld.
- (iv) Time off without pay shall be granted for an elected or appointed representative of the Union to attend to Union business which requires him/her to leave his/her assigned duties. Such time shall be kept to a minimum and shall not unduly interfere with the normal operations of the school system. Arrangements for such leave must be made in advance with the Human Resources Manager or his/her designate. Such leave shall not be unduly withheld.

Where possible, requests will be made in advance, in writing. Verbal requests will be followed by confirmation in writing with a copy to the supervisor as named by the Board.

d) Union Leave of Absence With Pay

The Board will upon request of the Union, reimburse the Union the cost of up to a total of fifteen (15) days per school year in support of leaves of absence for Union sponsored education courses and seminars.

e) Union Leave - Grievance Investigation

Designated Union officials shall be allowed time off without pay to investigate serious grievances. The Union Official shall request clearance in advance from his/her immediate supervisor. Such clearances shall not be withheld unreasonably. Verbal requests will be followed by confirmation in writing with a copy to the supervisor as named by the Board.

ARTICLE 16 INDEMNIFICATION

16:01

The Employer shall indemnify and save harmless all employees from any damage or costs awarded against them and from any expenses incurred by them as a result of any civil action or proceeding, arising from any acts or omissions which occurred during or arose out of the performance of their duties, including a duty imposed by any statute. This indemnification shall include the paying of any sum required and any expenses incurred in the settlement of such action or proceeding.

ARTICLE 17

JURY DUTY/WITNESS

17:01 Jury Duty

Where a regular employee is required to attend a court during his/her regular work day for the purpose of jury selection or to serve as a member of a jury he/she shall be granted the necessary leave and suffer no loss in salary by reason of such absence provided that he/she directs any payments received for such attendance (except for any monies paid for transportation, food, or parking) to the Board.

17:02 Witness

Where a regular employee is subpoenaed to act as a witness he/she shall be granted the necessary leave and suffer no loss in salary by reason of such absence provided that he/she directs any payments received for such attendance to the Board (except for any monies paid for transportation, food or parking).

17:03 Leaves should be requested in writing as far in advance as possible. Requests should be accompanied by a copy of the Court document.

ARTICLE 18

DISCIPLINARY ACTION

18:01 The Board agrees that any serious corrective work performance requirements, or any disciplinary action will be made in writing to an employee. The employee shall have the right to have a shop steward in attendance at the time of receiving discipline. Past records used in support of disciplinary action will be based on written documents in the personnel file, of which the employee and the Union have been provided copies at the time of filing. The employee's personnel file shall contain any written reply by the employee. The Board agrees that adverse reports or records of disciplinary action shall be removed upon written request of the employee if the incident(s) involved occurred more than twenty-four (24) months previously.

ARTICLE 19

PROFESSIONAL DEVELOPMENT, COURSES, TRAINING, AND LICENSES

19:01 **Professional Licenses** - The Board agrees to pay the cost of any professional licences, if the Board requests the employee to obtain such licence relative to the employee's job.

- 19:02** **Job Related Courses** - The Board will pay fees of appropriate job-related courses approved in advance by the Human Resources Manager, upon successful completion of the course and presentation of receipts.
- 19:03** **First Aid Courses** - Employees who successfully complete a course as specified by the Workers' Compensation Regulation and are prepared to administer first aid shall be reimbursed for the cost of the course and the required books upon presentation of proof of successful completion and of receipts. Approval must be received in advance from the Human Resources Manager.
- 19:04** **Professional Development Days** - Temporary and regular employees who are not required at their school on a professional development day, shall be given an opportunity to work. It is understood that this work may be at an alternate site.
- 19:05** **Required Upgrading** - Employees who are required by the Board to upgrade their skills shall do so as soon as reasonably practical. The cost of such upgrading shall be paid by the Board.

ARTICLE 20

MEDICAL CERTIFICATES

- 20:01** All new employees are required to provide the results of a recent Tuberculosis (TB) Test.
- 20:02** Where the Employer requests a medical certificate, other than for pre-employment and for substantiation of sick leave, the Employer will pay the cost.

ARTICLE 21

VEHICLE ALLOWANCE

- 21:01** Employees required to use their personal vehicles for approved Board business will be reimbursed at the limit of the tax-exempt vehicle per kilometre allowance as enacted by the Government of Canada.
- 21:02** The Board will also reimburse the actual amount, not exceeding one hundred dollars (\$100.00), of the employee's auto insurance deductible cost in the event of an accident caused by other than the employee's own gross negligence while using his/her personal vehicle for Board purposes.
- 21:03** The Board shall also reimburse the actual amount of the accident surcharge imposed by the Insurance Corporation of British Columbia in the event of an accident caused by other than the employee's own gross negligence while using his/her personal vehicle for Board purposes. The reimbursement of the surcharge shall be made

upon presentation of said notice to the Board. In cases where a person has left the employment of the Board before the surcharge notice has been received, the person shall have one (1) month after receiving the notice, to submit same to the Board for payment.

- 21:04** When an employee is required to use their vehicle for school district business the cost of upgrading insurance from "To and From Work" to Class 002 (Limited Business Insurance) or Class 007 (Business Insurance) will be paid by the Board to a maximum of seventy dollars (\$70.00) per year.

ARTICLE 22 UNION BUSINESS

- 22:01** The Union's staff representative shall have access to School Board premises to attend to Union business, provided he/she first makes the necessary arrangements with School Board Officials.
- 22:02** The Board agrees to provide a suitably located bulletin board in each school for Union use.
- 22:03** The Union shall provide the Board with a list of its elected officers, job stewards and any other official representative. This list shall be kept current by the Union at all times.

ARTICLE 23 GRIEVANCE PROCEDURE AND DISPUTE RESOLUTION

23:01 **Grievance Procedure**

Any difference concerning the dismissal, discipline, or suspension of any employee or the interpretation, application, operation or any alleged violation of this Agreement, 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

The question or difference shall first be taken up verbally by the employee and the employee's immediate excluded supervisor. Whenever possible this shall be done within five (5) working days of the alleged violation occurring or difference arising. The supervisor shall have five (5) working days to effect a settlement.

Step 2

In the event that the alleged difference or violation is not resolved the matter shall then be reduced to writing and shall be filed as a grievance which shall include full particulars (including the Article number where applicable) and the remedy sought.

The grievance shall be sent to the appropriate director or principal with a copy sent to the Human Resources Manager within five (5) working days of the response of the supervisor in Step 1. The Director/Principal, in consultation with the Human Resources Manager, shall have fifteen (15) working days in which to meet with the parties concerned and to provide the Union with a written response.

Step 3

If a settlement is not reached at Step 2, or at the first step of a policy grievance, then either party may refer the matter to the Joint Grievance Committee. This committee shall consist of one (1) person representing management and one (1) person representing the Union.

The Joint Grievance Committee shall meet within ten (10) days to hear the case in full from the Union and the District's perspective. If the Committee reaches a unanimous decision, then the decision shall be binding on the parties.

If there is not a unanimous decision the committee shall report its failure to reach a decision and either party then may refer the matter to arbitration under Article 24:02, within ten (10) working days of the response of the Joint Grievance Committee.

23:02

Arbitration Board

- a) An Arbitration Board shall be formed to hear the grievance. Either party shall notify the other in writing of the grievance to be arbitrated and the name and address of its chosen nominee on the Arbitration Board. After receiving such notification, the other party shall within five (5) days appoint its nominee on the Arbitration Board and give notice in writing of such appointment to the other party. Such nominees shall try to select a third member who shall be Chairperson.
- b) Should the representative fail to select such a third member within five (5) days from the appointment of the last nominee, either party may request the Minister of Labour to appoint a chairperson.
- c) The expenses and compensation of the nominees shall be borne by the respective parties. The expenses and compensation of the Chairperson shall be shared equally between the parties.

- d) The Arbitration Board shall hear the matter and report its decision on the grievance within ninety (90) days of the appointment of the Chairperson. The majority decision of the Arbitration Board shall be final and binding on all persons bound by this Agreement. In the event that there is no majority decision, the decision of the Chairperson shall govern.

23:03 Time Limits

Wherever a stipulated time is mentioned herein the said time may be extended by mutual consent of the parties. Such consent shall not be unreasonably denied.

23:04 Technicalities

A grievance shall not be denied because of technicalities.

23:05 Policy Grievance

Any dispute which is beyond the authority of the immediate non-union supervisor or is of a general interpretation shall be filed as the first step of a policy grievance with the Human Resources Manager, whenever possible, within five (5) working days of the alleged violation or difference arising. The Human Resources Manager shall meet with the Union within ten (10) working days to discuss the alleged violation or difference and attempt to resolve the issue. A further five (5) days may be required for further investigations and for written response to the Union.

23:06 Performance Appraisals

Excluded staff are responsible for the completion of all performance appraisals. It is understood that an employee who is in a recognized supervisory position may be required to provide input into the development of such performance appraisals.

ARTICLE 24 CONTRACTING

- 24:01** The Board will not engage a contractor to do work where the effect of such contracting will result in the lay-off of current employees or failure to recall a laid off employee.

ARTICLE 25 TECHNOLOGICAL CHANGE

- 25:01** The Board shall notify the Union no less than three (3) months in advance of the introduction of technological change, which shall include changes in working methods where such technological change will result in layoff or of change in the employment status of the employee.

The Board and the Union shall meet as soon as possible after notification of technological change has been given, in order to discuss the impact of the change, including retraining, reallocation of employees and layoff procedure. Where layoff is required, the procedure shall be in accordance with Article 11 (Seniority) and Article 12 (Layoff and Recall).

Every reasonable effort shall be made to retrain those employees who must be reassigned as a result of technological change.

Employees who are laid off as a result of technological change shall be compensated in accordance with Article 12 (Lay-Off and Recall) and Article 13 (Severance Pay) except that those affected shall have the choice of receiving a severance allowance - as provided for in Article 13 (Severance Pay) or being placed on a rehire list. Those choosing to be placed on a rehire list may, at any time, apply for their severance pay, and, in any event, if they are not rehired within one (1) year will receive their pay. Those receiving severance pay shall forfeit their rehire rights.

The Board will try to find suitable employment for any regular employee whose employment has been terminated due to technological change or technical innovation.

ARTICLE 26

HEALTH AND SAFETY

26:01 WCB Regulations

The parties agree to abide by the Workers' Compensation Board Occupational Health and Safety Regulation.

26:02 Video Display Terminals

- a) Where an employee is regularly required to operate a full display visual display terminal in excess of ten (10) hours per week on an on-going basis then the employee is expected to arrange a preliminary eye examination and shall be responsible for arranging annual eye examinations if they so desire if continuing to work under these circumstances.

- b) Any issues related to health and safety matters arising out of the use of video display terminals shall be addressed through a sub-committee of the Health and Safety Committee.

26:03**Occupational First Aid Premium**

Employees who are willing and designated by the Board to perform first aid duties and hold a recognized valid Occupational First Aid Certificate shall be paid a premium based on the class of certificate required as follows:

- a) Occupational First Aid Certificate Level II:
 - (i) Designated Attendant – One thousand dollars (\$1,000.00) per year
 - (ii) Designated Relief Attendant – Three hundred dollars (\$300.00) per year

- b) Occupational First Aid Certificate Level I:
 - (i) Designated Attendant – Two hundred and fifty dollars (\$250.00) per year
 - (ii) Designated Relief Attendant – One hundred dollars (\$100.00) per year

26:04**Protective Clothing**

- a) Employees who are required to wear specialized protective clothing, eye and hearing protective devices, foot guards, and other specialized equipment as outlined by the Workers' Compensation Board Regulation, will have such clothing and equipment provided by the Board.

- b) Regular maintenance employees who are required to wear safety footwear shall receive an annual allowance of one hundred and twenty-five dollars (\$125.00), normally to be paid on the last pay date in August for the current calendar year.

- c) Employees in posted temporary maintenance positions shall have their allowance pro-rated based on the actual duration of the temporary assignment.

26:05**Communicable Diseases**

Hepatitis B immunization will be offered once annually. Any employee who feels they are at risk may request immunization and shall receive immunization at the earliest opportunity.

ARTICLE 27

HUMAN RIGHTS

27:01 No Discrimination

- a) The Union and the Board endorse the provisions of the Human Rights Code of British Columbia that address the issues of employment discrimination.
- b) The Board and the Union agree that there will be no discrimination against any employee or prospective employee, by reason of race, colour, creed, disability, national origin, political or religious affiliation, sex, sexual orientation, marital status, age or whether he/she has dependents or not.

27:02 Harassment

- a) The Board and the Union recognize the right of all employees to work in an environment free from sexual and personal harassment.
- b) Complaints of harassment shall be treated seriously and in strict confidence and shall be addressed through the grievance procedure.

ARTICLE 28

APPRENTICESHIP

28:01 Apprentices employed by the Board, shall be notified at least one (1) calendar month prior to the completion of their apprenticeship of any positions vacant in the trade to which they have apprenticed. If no positions are available the apprentice shall have the opportunity of accepting another position with the Board at the classified rate of pay for the position, or accept a lay-off. When a position in the trade to which the employee has been apprenticed becomes available, the employee shall have first refusal for the position, provided the employee has not been laid off for a period exceeding twelve (12) calendar months.

28:02 In no instance shall the employee deprive another regular employee of his job.

28:03 The Board will pay the regular salary of the apprentice during the period the apprentice is attending prescribed school sessions

ARTICLE 29

MID-MONTH ADVANCE (SEPTEMBER)

29:01 The parties agree to continue the practice of providing a mid-month advance for ten month employees each September as they return to/start work.

SCHEDULE “A” WAGES

Classification	Hourly Rate July 1/06	Hourly Rate July 1/07	Hourly Rate July 1/08	Hourly Rate July 1/09
Aboriginal Support Worker	\$24.34	\$24.83	\$25.33	\$25.84
Accounting Clerk-School	\$21.32	\$21.75	\$22.19	\$22.63
Accountant-Financial Services	\$24.39	\$24.88	\$25.38	\$25.89
Accounts Payable/Receivable Clerk	\$21.18	\$21.60	\$22.03	\$22.47
Administrative Assistant Programs Division	\$24.66	\$25.15	\$25.65	\$26.16
Branch Accountant-Facilities-New position subject to JE	\$23.87	\$24.35	\$24.84	\$25.34
Building Technologist	\$24.11	\$24.59	\$25.08	\$25.58
Business Administration Assistant	\$24.02	\$24.50	\$24.99	\$25.49
Buyer	\$21.72	\$22.15	\$22.59	\$23.04
Cafeteria Assistant	\$18.51	\$18.88	\$19.26	\$19.65
Career Advisor	\$23.65	\$24.12	\$24.60	\$25.09
Carpet Cleaning Technician	\$19.09	\$19.47	\$19.86	\$20.26
Carpet Cleaning Technician-Lead Hand	\$19.35	\$19.74	\$20.13	\$20.53
Chef's Assistant	\$19.96	\$20.36	\$20.77	\$21.19
Child & Youth Care Workers	\$23.26	\$23.73	\$24.20	\$24.68
Computer Systems Administrator ¹	\$23.72	\$23.96	\$24.20	\$24.44
Computer Systems Support	\$21.87	\$22.31	\$22.76	\$23.22
Continuing Education Assistant	\$24.89	\$25.39	\$25.90	\$26.42
Cross Walk Guard	\$14.18	\$14.46	\$14.75	\$15.05
Custodial Lead Hand 1 (1-2 custodians)	\$19.05	\$19.43	\$19.82	\$20.22
Custodial Lead Hand 2 (3-4 custodian)	\$19.31	\$19.70	\$20.09	\$20.49
Custodial Lead Hand 3 (5-6 custodians)	\$19.58	\$19.97	\$20.37	\$20.78
Custodial Lead Hand 4 (7-8 custodians)	\$19.85	\$20.25	\$20.66	\$21.07
Custodial Lead Hand 5 (9-10 custodians)	\$20.15	\$20.55	\$20.96	\$21.38
Custodial Lead Hand 6 (11-12 custodians)	\$20.38	\$20.79	\$21.21	\$21.63
Custodian	\$18.79	\$19.17	\$19.55	\$19.94
Day Care Assistant	\$21.10	\$21.52	\$21.95	\$22.39
Day Care Supervisor	\$22.84	\$23.30	\$23.77	\$24.25
Delivery Person	\$19.46	\$19.85	\$20.25	\$20.66
ELSA Program Assistant	\$21.39	\$21.82	\$22.26	\$22.71
Equipment Operator I	\$19.58	\$19.97	\$20.37	\$20.78
Equipment Operator II	\$21.22	\$21.64	\$22.07	\$22.51
Equipment Repair Technician	\$22.49	\$23.54	\$24.61	\$25.40
Facilities Booking Clerk	\$21.56	\$21.99	\$22.43	\$22.88
Facilities Technician-New position subject to JE	\$21.01	\$21.43	\$21.86	\$22.30
Floor Finish Specialist	\$19.87	\$20.27	\$20.68	\$21.09
Floor Finish Specialist-Leadhand	\$22.52	\$22.97	\$23.43	\$23.90
Foreman-Projects	\$26.70	\$27.23	\$27.77	\$28.33
Foreman-Trades-Electronics and Computer Services	\$26.70	\$27.23	\$27.77	\$28.33
Foreman-Trades	\$27.30	\$28.45	\$29.62	\$30.51
Gardener	\$25.31	\$26.42	\$27.55	\$28.40
General Foreman-New position subject to JE	\$35.28	\$36.59	\$37.92	\$38.98

Classification	Hourly Rate July 1/06	Hourly Rate July 1/07	Hourly Rate July 1/08	Hourly Rate July 1/09
Graphics & Print Technician	\$24.34	\$24.83	\$25.33	\$25.84
Grounds Lead Hand	\$23.32	\$23.79	\$24.27	\$24.76
Groundsperson I	\$18.79	\$19.17	\$19.55	\$19.94
Groundsperson II	\$20.68	\$21.09	\$21.51	\$21.94
Homestay Coordinators-New position subject to JE	\$22.47	\$22.92	\$23.38	\$23.85
Human Resources Clerk	\$23.53	\$24.00	\$24.48	\$24.97
Intermediate Accountant-New position subject to JE	\$23.78	\$24.26	\$24.75	\$25.25
International Student Program Assistant	\$22.19	\$22.63	\$23.08	\$23.54
Labourer	\$18.79	\$19.17	\$19.55	\$19.94
Library Technician-French Program	\$20.94	\$21.36	\$21.79	\$22.23
Library Clerk-School	\$19.72	\$20.11	\$20.51	\$20.92
Library Clerk-Delta Media Library	\$19.34	\$19.73	\$20.12	\$20.52
Library Technician-Automation	\$22.40	\$22.85	\$23.31	\$23.78
Library Technician-Media Library	\$21.40	\$21.83	\$22.27	\$22.72
Library Technician-School	\$21.65	\$22.08	\$22.52	\$22.97
Mail Room Clerk	\$18.27	\$18.64	\$19.01	\$19.39
Media Technology Coordinator-New position subject to JE	\$25.32	\$25.83	\$26.35	\$26.88
Multi Cultural Worker	\$22.33	\$22.78	\$23.24	\$23.70
Office Support-Continuing Education	\$20.02	\$20.42	\$20.83	\$21.25
Office Support-Elementary School	\$20.34	\$20.75	\$21.17	\$21.59
Office Support-Programs Branch	\$20.63	\$21.04	\$21.46	\$21.89
Office Support-Resource Centre	\$20.78	\$21.20	\$21.62	\$22.05
Office Support-Secondary School	\$20.34	\$20.75	\$21.17	\$21.59
Office Support-Superintendent's Office	\$20.02	\$20.42	\$20.83	\$21.25
Office Support-Special Programs	\$20.63	\$21.04	\$21.46	\$21.89
Office Support-Human Resources	\$20.02	\$20.42	\$20.83	\$21.25
Office Support-Maintenance	\$20.02	\$20.42	\$20.83	\$21.25
Office Support-Provincial Outreach Program	\$20.02	\$20.42	\$20.83	\$21.25
Office Technology Coordinator	\$26.08	\$26.60	\$27.13	\$27.67
Operations Coordinator	\$23.50	\$23.97	\$24.45	\$24.94
Payroll Clerk	\$23.98	\$24.46	\$24.95	\$25.45
Placement Clerk	\$20.45	\$20.86	\$21.28	\$21.71
Provincial Outreach Program Secretary	\$22.48	\$22.93	\$23.39	\$23.86
Print Room Support	\$19.50	\$19.89	\$20.29	\$20.70
Provincial Resource Program Secretary	\$22.11	\$22.55	\$23.00	\$23.46
Purchasing Agent	\$24.33	\$24.82	\$25.32	\$25.83
Purchasing Clerk-School	\$20.63	\$21.04	\$21.46	\$21.89
Receptionist	\$19.25	\$19.64	\$20.03	\$20.43
Review Coordinator	\$26.16	\$26.68	\$27.21	\$27.75
Secretary-Adult Learning	\$22.19	\$22.63	\$23.08	\$23.54
Secretary-Elementary School	\$24.11	\$24.59	\$25.08	\$25.58
Secretary-Human Resources	\$21.87	\$22.31	\$22.76	\$23.22
Secretary-Jr. Secondary School	\$23.90	\$24.38	\$24.87	\$25.37
Secretary-Media Library	\$22.05	\$22.49	\$22.94	\$23.40

Classification	Hourly Rate July 1/06	Hourly Rate July 1/07	Hourly Rate July 1/08	Hourly Rate July 1/09
Secretary-Programs Branch	\$22.63	\$23.08	\$23.54	\$24.01
Secretary-Special Programs	\$21.56	\$21.99	\$22.43	\$22.88
Secretary Continuing Education	\$21.10	\$21.52	\$21.95	\$22.39
Secretary-Contract Programs	\$21.87	\$22.31	\$22.76	\$23.22
Secretary-Secondary School	\$24.20	\$24.68	\$25.17	\$25.67
Secretary-Registration & Accounting	\$22.19	\$22.63	\$23.08	\$23.54
Secretary-Training & Library Resources	\$21.66	\$22.09	\$22.53	\$22.98
Special Programs Assistant	\$24.11	\$24.59	\$25.08	\$25.58
Student Records Clerk	\$21.78	\$22.22	\$22.66	\$23.11
Supervision Assistant	\$15.73	\$16.04	\$16.36	\$16.69
Education Assistant - Assessments	\$23.09	\$23.55	\$24.02	\$24.50
Education Assistant - Instructional	\$22.02	\$22.46	\$22.91	\$23.37
Education Assistant - Behavioral	\$23.15	\$23.61	\$24.08	\$24.56
Education Assistant - Medical or Dependent	\$23.09	\$23.55	\$24.02	\$24.50
Trades	\$25.47	\$26.58	\$27.71	\$28.56
Trades - Electronics and Computer Services	\$24.87	\$25.37	\$25.88	\$26.40
Trades Lead Hand	\$26.04	\$27.16	\$28.30	\$29.17
Trades Lead Hand Electronics and Computer Services	\$25.79	\$26.31	\$26.84	\$27.38
Utility Person	\$19.34	\$19.73	\$20.12	\$20.52
Welder/Shipper-Receiver	\$22.71	\$23.76	\$24.84	\$25.64
NOTES:				
¹ Position is subject to Article 6:02 c.				
Rates include Trades Adjustments, where appropriate.				

NOTE:

- a) In senior secondary schools the person in charge of Custodial Services shall be designated Foreman.
- b) Custodian - Lead Hand - designated number of custodians includes the lead hand.
- c) Custodians shall receive an additional twenty cents (\$.20) per hour while varnishing floors.
- d) Where no lead hand carpet cleaner has been appointed, the carpet cleaning crew shall receive an additional eight cents (\$.08) per hour in recognition of the assigned additional responsibilities.
- e) Painters shall receive an additional twenty cents (\$.20) per hour while spray painting in a spray painting booth.

Clarification of the following:

*Machine Operator I

Operator of Toro and Hustler grass trimmers

* Machine Operator II

Operator of front end loader (post-hole digger), Jacobson and Ransome mowers.

SCHEDULE "B" HOURS OF WORK

a) SHIFTS

CLERICAL, EDUCATION ASSISTANTS, CAFETERIA SHIFTS

As per Article 7:02 and Article 7:03 (Standard Working Day) of this Agreement.

CUSTODIAL SHIFTS

0700 hours to 1530 hours

1530 hours to 2400 hours

0700 hours to 0900 hours and 1100 hours to 1730 hours

Where evening school use precludes normal custodial services the union and management agree to develop a schedule of hours to facilitate these services.

MAINTENANCE SHIFTS

0730 hours to 1600 hours

Regular shifts assigned to maintenance employees will be between the hours as specified above.

There shall be no change in shifts except by mutual consent of the parties to the Agreement.

b) CUSTODIANS AND MAINTENANCE EMPLOYEES

July and August; Christmas and Spring Break School Holidays

0600 hours to 1630 hours

Except that where a school has a scheduled school or community activity, adequate custodial coverage will be provided as required.

There shall be no change in shifts except by mutual consent of the parties to the Agreement.

Letter of Understanding

Temporary Positions, Regular Status and Recall Rights

This Letter of Understanding shall be in effect immediately following ratification of the parties and shall remain in force until either party serves notice to cancel during a period of Collective Bargaining, where this Letter of Understanding will be nullified upon ratification of the parties of a new Collective Agreement.

The parties have reviewed and discussed the articles in the Collective Agreement that refer to the conversion of temporary positions to continuing positions, employee attainment of regular status and recall rights. In order to clarify those articles the parties have agreed to the following:

1. All temporary positions that will continue beyond one (1) year (twelve (12) months if the position is to be established as a twelve month position or ten (10) months if the position is to be established as a ten month position) shall be posted as a continuing position. If it is anticipated the position will end, e.g. the position is funded for Capital Projects, this date will be included in the posting. The Layoff and Recall provisions of the Collective Agreement will apply in these circumstances.
2. Temporary positions may be extended once up to the original term of the posting. The total term must not exceed one (1) year.
3. Temporary Education Assistant positions within Special Education may be extended by any term(s) up to one (1) school year.
4. Temporary positions created to replace a regular employee absent for special circumstances such as sickness, W.C.B., leave of absence, may continue for up to two (2) years. The temporary position will end when the regular incumbent either returns or vacates the position. When the temporary position ends the replacement employee will return to their former position i.e. return to their continuing position or the casual list. All regular employees who return to the casual list will maintain their seniority date and be offered casual work based on their seniority.

All employees who have been laid off will have the right of recall to their former position under the Recall provisions of the Collective Agreement. The recall will only be offered where the duration of the work would require a posting.

Letter of Understanding

Changes in Working Methods within Custodial Services

This Letter of Understanding shall form an addendum within the Collective Agreement.

The current practice of Custodial staff opening Elementary schools will be discontinued at the end of the 2000/01 school year. As a result, all Custodial shifts currently established to provide opening service at Elementary schools will be consolidated and will occur between the hours of 3:30 pm and midnight. There will be no reduction in the number of Custodial FTE's as a result of this initiative.

Midnight shifts will be removed from all schools. This simplifies staff scheduling and permits higher levels of relief with virtually all relief staffing on the afternoon shift.

There will be no change in Day Custodian staffing at Senior Secondary sites. The practice of having designated relief staff for day shifts will be extended to Junior Secondary sites. There will be no reduction in differential for staff providing this relief. If site staff decline the work, relief staff will be assigned.

The Day Custodian at Junior Secondary sites will work from 7:00-9:00 am and 11:00 am-5:30 pm.

All Custodial positions will be converted to twelve (12) month, full-time positions, except for: Lead Hand positions at Resource Centre and Board Office and; a maximum of five (5) positions related to geographic considerations in Tsawwassen, Ladner, North Delta (N), North Delta (S) and Tilbury.

In order to bring about these changes, the lay-off provisions of the Collective Agreement will be followed. The selection of positions will be completed by June 1, 2001 and the effective date of position change July 1, 2001. The parties remain open to any other procedure, which would be mutually acceptable.

The Employer will not reassign Custodial staff to other than posted sites, except that the Employer may reassign Custodial staff to other than posted sites during breaks in the school year (Christmas, spring and summer). The reassignment of staff will be based on proximity to their posted site(s).

Reassignment applies to Custodial positions regardless of the "location" language on the posting. The Employer intends to maintain two (2) site based staff assigned to Senior Secondary schools and one (1) site based staff assigned to Junior Secondary schools that remain open year round. The Leadhand or Foreman at a secondary school that remains open would remain at his/her regular site.

As per Article 11:06 g), all postings will have the location identified as the primary work site. For example: The location(s) is (are):

For the purpose of assigning Crew Leadhands during school breaks; work will be offered to current Custodial Leadhands on the basis of seniority. If no current Leadhand wishes to work as a Crew Leadhand, other staff will be assigned. In all cases, compensation remains as stipulated in the Collective Agreement.

The Employer will offer enough regular Custodial positions to ensure that no regular Custodian will involuntarily suffer a loss of benefits because of this change. Regular relief positions with the location defined as District will be created to the extent required to fulfill this obligation.

Limited services to meet safety and security requirements at elementary schools in the morning are considered non-custodial casual work that is exempt from the four (4) hour minimum language. As far as practicable, this work will be offered to other site based staff on a seniority basis or filled on a casual basis.

Any dispute arising directly out of the implementation of this addendum to the Collective Agreement, including required language changes to current provisions, shall be referred to the appropriate branch of the Ministry of Labour for assistance with resolution or to resolve in the manner of a Final Offer Settlement. The parties agree that Dan Pelletier is acceptable for such resolution.

Letter of Understanding Issues referred to Committee

The parties have agreed to refer two matters to committee as part of the Memorandum of Agreement signed March 27, 2006. These matters are identified as follows:

a) Staffing Changes

The parties agree to form a committee, comprised of two (2) representatives from the Union and two (2) representatives from the Employer, to discuss changes to the staffing process to limit the disruption currently caused by current layoff and bumping.

b) Harassment

The parties agree to form a committee, comprised of two (2) representatives from the Union and two (2) representatives from the Employer, with the responsibility to:

- (i) develop a new process for addressing workplace harassment; and
- (ii) recommend replacement language for Article 27:02.

The committees referred to above will be in effect from July 1, 2006 to June 30, 2010. The parties do not intend for these committees to continue beyond June 30, 2010 unless mutually agreed by the parties.

Letter of Understanding Issue referred to Committee

The parties have agreed to refer one matter to committee as part of the Memorandum of Agreement signed May 22, 2006. This matter is identified as follows:

Job Evaluation Maintenance Committee

The parties agree to participate in discussion that will lead to the development of a system or structure of pay rates that could include a banded system. Until such time as this system or structure is achieved, the balance of the language in Article 6 will remain in place.

The committee referred to above will be in effect from July 1, 2006 to June 30, 2010. The parties do not intend for this committee to continue beyond June 30, 2010 unless mutually agreed by the parties.

IN WITNESS WHEREOF both parties have executed the presents:

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1091:

SIGNED ON BEHALF OF THE
BOARD OF SCHOOL TRUSTEES
OF DELTA SCHOOL DISTRICT

Colin A. Pawson, President
C.U.P.E. Local 1091

Kelly Guichon, Chairperson

Anthony Taddei

Dave Dairon

Patti Price

Vicki Bryson

Faye McCroary

Sue Thomas

Sam Connolly

Brent Koot

Frank Geyer

Date signed: December 20, 2006

Letter of Understanding (LOU)

Between

BC Public School Employers' Association

And

School Boards who are Signatories to this LOU

And

Support Staff Unions who are Signatories to this LOU

The parties to this Letter of Understanding are the BC Public School Employers' Association (BCPSEA), school boards who are signatories to this LOU, and the support staff unions who are Signatories to this LOU.

The terms set out below represent a full and final settlement of all outstanding cost issues between the parties who are signatories to this LOU. All outstanding cost demands not specifically addressed below are deemed to be withdrawn.

Subsequent to the execution of this document, the local parties will prepare and execute a Memorandum of Agreement incorporating the terms set out herein, together with any other non-cost issues agreed to between the parties.

It is understood and agreed that the obligations of school districts set out in this Letter of Understanding shall be of no force and effect unless a collective agreement has been reached by the affected local parties prior to June 30, 2006, and subsequently ratified.

Term

July 1, 2006 to June 30, 2010

General Wage Increase

July 1, 2006 2%

July 1, 2007 2%

July 1, 2008 2%

July 1, 2009 2%

Incentive Payment

Should the parties conclude an agreement by June 30, 2006 and the settlement is subsequently ratified, each bargaining unit member who is an employee of the

School District at the earlier of the date of ratification or June 30, 2006 shall be eligible to receive a one time lump sum incentive payment.

The following principles for distribution shall guide the parties in the distribution of this one-time funding:

- The incentive payment shall be up to \$ 3,700 for each full-time equivalent employee and shall be pro-rated for part-time employees.
- For the purpose of the determination of the amount of the incentive payment, a full-time equivalent employee is an employee who worked on a full-time basis for the period of July 1, 2005 to June 30, 2006. For the purposes of this payment, “full-time” means the greater of 35 hours per week or the definition of “full-time” employee set out in the collective agreement. If ratification occurs prior to June 30, 2006, the incentive payment would be based from September 1 2005 to the date of ratification. The incentive payment for an employee who worked less than full-time over this period shall be pro-rated for the fraction of full-time work over this period that the employee worked.
- The one-time payment is subject to normal statutory deductions.
- 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 incentive payment:
 - maternity or parental
 - short-term disability
 - long-term disability that commenced within the twelve (12)-month period ending on the incentive eligibility date
 - leaves granted to employees in receipt of workers’ compensation benefits

The incentive payment shall be paid to employees as soon after the date of ratification as is practicable for the institution to determine and pay the payment amounts to employees. The employer shall make every reasonable effort to make the incentive payment to employees no later than June 30, 2006.

Subject to the allocated funding above, the local and the district may also choose to allocate the funds in a manner consistent with the district’s staffing structure.

Public Education Support Staff Skills Enhancement, Apprenticeship and Workforce Adjustment Committee

1. The parties agree to establish a Support Staff Skills Enhancement, Apprenticeship and Workforce Adjustment Committee which shall consist of

four (4) representatives of support staff unions who are signatories to this LOU, and four (4) representatives of BCPSEA.

2. By no later than September 30, 2006, the Committee shall develop specific criteria to be used in allocating the funds provided to it under this Letter of Understanding, including the processes and deadlines under which Districts and local unions may jointly seek to access funds held by the Committee. These processes will include a requirement that Districts and local unions seeking to access the funds provide the Committee with:
 - a. an employee demographic analysis; and
 - b. a human resource plan which provides for the development and maintenance of a qualified and sustainable support staff workforce.

In the event the Committee cannot agree on any of the matters within its jurisdiction, these matters will be referred to Mark Brown for mediation and, if, necessary final adjudication.

Skills Enhancement and Retraining Funding

3. The Committee will be provided with a one-time payment equal to a province-wide maximum of \$3,000,000, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with \$1.5 million). These monies will be used to support skills training, retraining, or professional enhancement for support staff employees.
4. The funding will be available to all support staff employees whose support staff unions become signatories to this Letter of Understanding.
5. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

Apprenticeship Opportunities Funding

6. The Committee will be provided with a one-time payment equal to a maximum of \$3,000,000, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the

Committee will be provided with \$1.5 million). These monies will be used to facilitate and support apprenticeship opportunities in British Columbia school districts.

7. The funding will be available to all support staff employees whose bargaining agents become signatories to this Letter of Understanding.
8. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

Apprentice Sponsor Funding

9. The Committee shall be provided with funding in the following maximum amounts, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with 50% of the funding set out below), to provide a wage increase to all employees with Trades Qualifications:

July 1, 2007	\$828,000
July 1, 2008	\$828,000
July 1, 2009	\$828,000

10. It is understood that employees with Trade Qualifications will provide guidance and support to apprentice employees as directed by their employer.
11. The funding will be available to all support staff employees whose bargaining agents becomes signatories to a Letter of Understanding containing the terms and conditions outlined herein.
12. The amount of the wage increase shall be determined by dividing the available monies in each year equally between employees with Trades Qualifications in signatory bargaining units.
13. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner as prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

Workforce Adjustment Committee Funding

14. The Committee will be provided with a one-time payment equal to a maximum of \$4,000,000, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with \$2 million). These monies will be used to facilitate and support workforce adjustment issues arising from non-routine and fundamental restructuring within a given school district, including shared services and regionalization. Any unused portion of the money from this fund will be reallocated (in the discretion of the Committee) to either the Skills Enhancement and Retraining Fund and/or the Apprentice Opportunities Fund.
15. The funding will be available to all support staff employees whose bargaining agents become signatories to this Letter of Understanding.
16. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

Labour Market Adjustment Fund

17. Subject to the approval of the Committee, a district may address demonstrated recruitment or retention issues that can be objectively determined with reference to specific criteria, including:
 - i. Demonstrating evidence of recruitment or retention difficulties;
 - ii. Providing relevant market data that specifically includes employers likely to recruit from the public sector employer and employers that the public sector employer has recruited from;
 - iii. Identifying which occupations and the number of employees that will be affected by the adjustment;
 - iv. Identifying options for the size of the market adjustments, and identify the risks associated with each of the options; i.e. collective bargaining;
 - v. Demonstrating that the employer has provided significant training to employees in an occupation, and that a business case can be made for an adjustment.

Adjustments proposed under this paragraph must be funded through demonstrable cost neutral trade-offs.

18. In addition, the Committee shall be provided with Labour Market Adjustment funding in the following maximum amounts, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with 50% of the funding set out below):

July 1, 2007	\$1,656,000
July 1, 2008	\$828,000
July 1, 2009	\$828,000

19. The funding will be available to all support staff employees whose bargaining agents become signatories to this Letter of Understanding.

20. In order to access the funding set out in paragraph 18 above, districts and locals must make joint application to the Committee and must demonstrate that the funding sought will be used to address recruitment and retention issues on the basis of the criteria set out in paragraph 17 above. The provision of this funding will be subject to the approval of PSEC.

21. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

22. The continuation of the Labour Market Adjustment Fund beyond July 1, 2009 shall be determined during the next round of collective bargaining between the parties.

Trades Adjustment

23. The Committee shall be provided with funding in the following maximum amounts, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with 50% of the funding set out below), to provide a wage increase to all employees with Trades Qualifications:

July 1, 2006	\$1,656,000
July 1, 2007	\$828,000
July 1, 2008	\$828,000

24. The amount of the wage increase shall be determined by dividing the available monies in each year equally between employees with Trades Qualifications in signatory bargaining units.
25. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

Liaison on Education Policy Matters

27. The Minister of Education will establish scheduled opportunities for representatives of support staff unions to discuss education policy matters that have employment implications for their bargaining unit members.

Education Assistants Committee

28. During this round of collective bargaining, representatives of the support staff unions raised concerns with educational assistants working hours and not being paid.
29. The parties agree to establish an Educational Assistants Committee which shall consist of two (2) representatives of support staff unions who are signatories to this LOU and two (2) representatives of BCPSEA by no later than July 1, 2006. The committee shall investigate and make recommendations concerning this issue, including directions for resolution to Districts and locals.

Long Term Disability and Joint Early Intervention

30. Employers whose bargaining units become signatories to this LOU and who are not currently members of the Public Education Benefits Trust (PEBT) shall become members of the PEBT (including the operation of the Joint Early Intervention Service). It is understood that Government will provide the PEBT with funding in the maximum amount of \$7.9 million dollars annually for this purpose, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the maximum financial commitment of Government shall be \$3.95 million). Subject to the above, funding will be provided on the first business day after July 1, 2006, and on the first business day after January 1 in each calendar year commencing January 1, 2007. The parties further agree that in order to access the

government funded LTD plan and the Joint Early Intervention Service they shall place their dental, extended health, group life insurance and, where applicable, accidental death and dismemberment benefit coverage as soon as the PEBT is able to take on this responsibility.

31. Once the PEBT is able to do so, the parties agree that they will participate on the following conditions:
 - a. If there is no penalty clause in the current contract(s) with existing benefit carrier(s)/consultants, as soon as possible; or
 - b. If there is a penalty clause, the benefits will be transferred when the current contract(s) expires.
32. The Parties agree that any references to specific benefit carriers providing the benefits identified above will be effective only until the date of participation in the benefits trust.

Fiscal Dividend

33. Each Memorandum of Agreement shall include a Letter of Agreement for a Fiscal Dividend Bonus.

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.

The Fund will be determined as follows:

- 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