

**COLLECTIVE AGREEMENT**

**between**

**BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 64 (GULF ISLANDS)**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 788**

**July 1, 2006 to June 30, 2010**

## TABLE OF CONTENTS

ARTICLE NO.	ARTICLE NAME	PAGE NO.
<b>ARTICLE 1:</b>	<b>DEFINITIONS</b>	
	1.01 Regular Employees .....	2
	1.02 Substitute/Casual Employee .....	2
	1.03 Temporary Employees .....	2
<b>ARTICLE 2:</b>	<b>MANAGEMENT RIGHTS</b>	
	2.01 Management Rights .....	2
<b>ARTICLE 3:</b>	<b>RECOGNITION AND NEGOTIATIONS</b>	
	3.01 No Other Agreements .....	2
<b>ARTICLE 4:</b>	<b>HUMAN RIGHTS</b>	
	4.01 Board Shall Not Discriminate .....	3
	4.02 Affirmative Action .....	3
	4.03 Harassment .....	3
	4.04 Indemnification Clause .....	3
<b>ARTICLE 5:</b>	<b>UNION SECURITY</b>	
	5.01 All Employees to be Members .....	3
<b>ARTICLE 6:</b>	<b>CHECK-OFF OF UNION DUES</b>	
	6.01 Check-off Payments .....	3
	6.02 Dues Receipts .....	4
<b>ARTICLE 7:</b>	<b>BOARD AND UNION SHALL ACQUAINT NEW EMPLOYEES</b>	
	7.01 New Employees .....	4
<b>ARTICLE 8:</b>	<b>CORRESPONDENCE</b>	
	8.01 Correspondence .....	4
<b>ARTICLE 9:</b>	<b>LABOUR MANAGEMENT COMMITTEE</b>	
	9.01 Labour Management Committee .....	4
	9.02 Function of Committee .....	4
<b>ARTICLE 10:</b>	<b>BARGAINING RELATIONS</b>	
	10.01 Bargaining Committee .....	4
	10.02 Functions of the Committee .....	4
	10.03 Time Off for Meeting .....	4
<b>ARTICLE 11:</b>	<b>BOARD DECISIONS</b>	
	11.01 Board Decisions .....	5

<b>ARTICLE NO.</b>	<b>ARTICLE NAME</b>	<b>PAGE NO.</b>
<b>ARTICLE 12:</b>	<b>GRIEVANCE PROCEDURE</b>	
12.01	Election of Stewards .....	5
12.02	Grievance Committee .....	5
12.03	Definition of Grievance .....	5
12.04	Settling of Grievances.....	5
12.05	Policy Grievance.....	5
12.06	Amending of Time Limits .....	6
<b>ARTICLE 13:</b>	<b>ARBITRATION</b>	
13.01	Composition of Board of Arbitration.....	6
13.02	Board Procedure.....	6
13.03	Decisions of the Board.....	6
13.04	Expenses of the Board .....	6
<b>ARTICLE 14:</b>	<b>EVALUATION AND DISCIPLINE</b>	
14.01	Evaluation Reports.....	6
14.02	Frequency of Evaluation .....	6
14.03	Consultation with Labour Management Committee.....	7
14.04	Notice of Suspension or Discharge.....	7
14.05	Burden of Proof.....	7
14.06	Warnings .....	7
14.07	Right to Have a Steward Present .....	7
14.08	Access to Personnel Files.....	7
14.09	Adverse Reports.....	7
14.10	Suspension .....	8
14.11	Crossing of Picket Lines During Strike .....	8
<b>ARTICLE 15:</b>	<b>SENIORITY</b>	
15.01	Seniority Defined .....	8
15.02	Employment Acceptance .....	8
15.03	Appointments.....	8
15.04	Seniority List.....	8
15.05	Loss of Seniority .....	8
<b>ARTICLE 16:</b>	<b>PROMOTIONS AND STAFF CHANGES</b>	
16.01	Job Postings .....	9
16.02	Information in Postings.....	9
16.03	No Outside Advertising .....	9
16.04	Role of Seniority in Filling Vacancies.....	9
16.05	Probationary Period .....	10
16.06	Notification to Employee and Union .....	10
16.07	On-the-Job Training.....	10
16.08	Un-posted Increase In Hours .....	10

<b>ARTICLE NO.</b>	<b>ARTICLE NAME</b>	<b>PAGE NO.</b>
<b>ARTICLE 17:</b>	<b>LAYOFF AND RECALL</b>	
	17.01 Definition of Layoff .....	11
	17.02 Role of Seniority in Layoffs .....	11
	17.03 Layoff and Recall Committee .....	11
	17.04 Layoff Procedure .....	11
	17.05 Recall Procedure .....	12
	17.06 No New Employees .....	13
	17.07 Advance Notice of Layoff .....	13
	17.08 Grievance on Layoffs and Recalls .....	13
	17.09 Severance Pay .....	13
<b>ARTICLE 18:</b>	<b>HOURS OF WORK</b>	
	18.01 Hours and Shifts.....	14
	18.02 Four Hour Minimum Work Day .....	14
	18.03 Ten Month Positions .....	16
	18.04 Temporary Change in Work Week.....	16
	18.05 Flexible Hours.....	16
	18.06 Substitute/Casual Employee Minimum Work Day.....	16
<b>ARTICLE 19:</b>	<b>OVERTIME</b>	
	19.01 Overtime Rates.....	16
	19.02 Advance Notice.....	16
	19.03 Emergency Call-out .....	17
	19.04 Time Off in Lieu .....	17
	19.05 No Layoff to Compensate for Overtime .....	17
<b>ARTICLE 20:</b>	<b>SHIFT WORK</b>	
	20.01 Notice of Change of Shift .....	17
<b>ARTICLE 21:</b>	<b>HOLIDAYS</b>	
	21.01 List of Holidays.....	17
	21.02 Holidays on Day Off.....	18
	21.03 Holiday Pay.....	18
	21.04 School Term Employees .....	18
<b>ARTICLE 22:</b>	<b>VACATIONS</b>	
	22.01 Definition .....	18
	22.02 Less Than One Year of Service .....	18
	22.03 Less Than Nine Years of Service.....	18
	22.04 Less Than Twenty Years of Service .....	18
	22.05 More Than Twenty Years of Service.....	18
	22.06 Holidays During Vacations.....	19
	22.07 Vacation Accumulation .....	19
	22.08 Choice of Vacation Dates .....	19

<b>ARTICLE NO.</b>	<b>ARTICLE NAME</b>	<b>PAGE NO.</b>
<b>ARTICLE 23:</b>	<b>SICK LEAVE PROVISIONS</b>	
	23.01 Amount of Sick Leave .....	19
	23.02 Illness in the Family.....	19
	23.03 Proof of Illness.....	19
	23.04 Sick Leave on Retirement.....	19
	23.05 Sick Leave Records.....	19
	23.06 Emergency Sick Leave Bank .....	19
<b>ARTICLE 24:</b>	<b>LEAVE OF ABSENCE</b>	
	24.01 Leave of Absence for Union Business.....	20
	24.02 Leave of Absence for Union Functions .....	20
	24.03 Personal Emergency Leave.....	20
	24.04 Compassionate Leave .....	20
	24.05 Court Attendance .....	20
	24.06 Education Leave and Examinations.....	20
	24.07 Parental Leave.....	21
	24.08 Adoption Leave.....	22
	24.09 Paternity Leave .....	22
	24.10 Discretionary Leave .....	22
	24.11 General Leave (for up to six (6) months).....	22
	24.12 Long Term Leave (for a school term or a school year) .....	22
	24.13 Self-Funded Leave Plan.....	22
	24.14 Long Term Medical Leave.....	22
<b>ARTICLE 25:</b>	<b>PAYMENT OF WAGES AND ALLOWANCES</b>	
	25.01 Pay Days .....	23
	25.02 Pay Classification .....	23
	25.03 Calculation of Salary.....	23
	25.04 Rate of Pay on Temporary Assignment .....	24
	25.05 Classroom Calculations .....	24
	25.06 Automobile Allowance .....	24
	25.07 Professional Development .....	24
	25.08 Designated WCB First Aid Attendant Allowance .....	24
<b>ARTICLE 26:</b>	<b>RETIREMENT</b>	
	26.01 Retirement Defined.....	25
	26.02 Retirement Bonus.....	25
	26.03 Over-age Employees.....	25
<b>ARTICLE 27:</b>	<b>JOB CLASSIFICATION AND RECLASSIFICATION</b>	
	27.01 Job Classification .....	25
	27.02 Job Descriptions.....	25
	27.03 No Elimination of Present Job Descriptions .....	25
	27.04 Changes to Job Descriptions.....	25
	27.05 Joint Job Evaluation Committee .....	26
	27.06 Function of the Joint Job Evaluation Committee.....	26

<b>ARTICLE NO.</b>	<b>ARTICLE NAME</b>	<b>PAGE NO.</b>
<b>ARTICLE 28:</b>	<b>EMPLOYEE BENEFITS</b>	
	28.01 Medical Insurance .....	26
	28.02 Dental Insurance .....	26
	28.03 Group Life Insurance .....	27
	28.04 Municipal Superannuation .....	27
	28.05 Supplementation of Compensation Award .....	27
	28.06 Employee Benefits for Same Sex Partners .....	27
	28.07 Employee Assistance Program .....	27
	28.08 Jointly Trusteed Benefit Trust .....	27
<b>ARTICLE 29:</b>	<b>HEALTH AND SAFETY</b>	
	29.01 Cooperation on Safety.....	28
	29.02 Video Display Terminals .....	28
	29.03 Right to Refuse Unsafe Work.....	28
	29.04 Workplace Violence.....	29
	29.05 Administration of Medication.....	29
	29.06 Contagious Diseases and Conditions .....	29
<b>ARTICLE 30:</b>	<b>TECHNOLOGICAL AND OTHER CHANGES</b>	
	30.01 Advance Notice.....	29
	30.02 Training.....	30
<b>ARTICLE 31:</b>	<b>JOB SECURITY</b>	
	31.01 Job Security.....	30
	31.02 Bargaining Unit Work.....	30
<b>ARTICLE 32:</b>	<b>SUBSTITUTE/CASUAL EMPLOYEES</b>	
	32.01 The Substitute/Casual Employee List.....	30
	32.02 Job Opportunity .....	31
	32.03 Call-in of Substitute/Casual Employees .....	31
<b>ARTICLE 33:</b>	<b>UNIFORM AND CLOTHING ALLOWANCE</b>	
	33.01 Wet Weather Clothing .....	31
	33.02 Protective Clothing .....	31
	33.03 Protective Footwear Allowance .....	31
<b>ARTICLE 34:</b>	<b>GENERAL CONDITIONS</b>	
	34.01 Bulletin Boards .....	32
<b>ARTICLE 37:</b>	<b>GENERAL</b>	
	37.01 Copyright Infringement .....	32

<b>ARTICLE NO.</b>	<b>ARTICLE NAME</b>	<b>PAGE NO.</b>
<b>ARTICLE 38:</b>	<b>TERM OF AGREEMENT</b>	
38.01	Term of Agreement.....	32
38.02	Negotiations .....	32
38.03	Retroactive Provision.....	32
	<b>Signatures .....</b>	<b>33</b>
	<b>Schedule “A” – Job Classifications and Pay Rates .....</b>	<b>34</b>
	<b>Schedule “B” – Job Classification Guidelines .....</b>	<b>35</b>
	<b>Schedule “C” – Pay Equity Maintenance Plan .....</b>	<b>37</b>
	<b>Letter Of Understanding #1 (Self-Funded Leave Plan) .....</b>	<b>39</b>
	<b>Letter Of Understanding #2 (Voluntary Transfer).....</b>	<b>40</b>
	<b>Letter Of Understanding #3 (Work Experience) .....</b>	<b>41</b>
	<b>Letter Of Understanding #4 (Return to Work).....</b>	<b>42</b>
	<b>Letter Of Understanding #5 (Wage Improvements Through Changes to the Collective Agreement) .....</b>	<b>43</b>
	<b>Letter Of Understanding #6 (Special Education Assistants Selection Day) .....</b>	<b>44</b>
	<b>Letter Of Understanding #7 (Shift Differential) .....</b>	<b>45</b>
	<b>Appendix “A” .....</b>	<b>46</b>
	<b>Appendix “B” .....</b>	<b>48</b>
	<b>Appendix “C” .....</b>	<b>49</b>
	<b>Appendix “D” .....</b>	<b>51</b>
	<b>Appendix “E” .....</b>	<b>53</b>

**THIS AGREEMENT MADE THIS 31<sup>st</sup> DAY OF MAY 2006**

**BETWEEN**

**THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT # 64 (GULF ISLANDS)**

(hereinafter called the "Board")  
**OF THE FIRST PART**

**AND THE**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 788**

(hereinafter called the "Union")  
**OF THE SECOND PART**

**WHEREAS** it is the desire of both parties to this Agreement to maintain the harmonious relationship so necessary between employer and employees and to recognize the mutual value of joint discussions and negotiations in all matters of mutual concern;

**AND WHEREAS** the Board recognizes the Union as the sole bargaining agency on behalf of its employees within the classes represented by the Union in accordance with the Labour Code of British Columbia;

**AND WHEREAS** the parties hereto have agreed to enter into this Agreement as affecting and relating to the staff employed by the Board:

**NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:**



## **ARTICLE 1: DEFINITIONS**

### **1.01 Regular Employee**

- (a) A regular employee is an employee who has been appointed to a continuing position.
- (b) A regular employee who has satisfactorily completed the probationary period shall be entitled to employee benefits as provided in article 28.

### **1.02 Substitute/Casual Employee**

- (a) A substitute/casual employee is an employee hired to fill a work requirement which is anticipated to be forty (40) or less consecutive working days, such as:
  - 1. Relieve in established positions;
  - 2. Augment regular work force on temporary or seasonal work projects;
  - 3. Work on capital work projects.
- (b) Substitute/casual employees shall be entitled to all rights and benefits of this Agreement, except the provisions of the following: Articles 17, 22, 23, 24 (paid leaves), 26 and 28.

### **1.03 Temporary Employee**

- (a) A temporary employee is a substitute/casual employee hired to fill a posted temporary position.
- (b) Following three (3) months continuous employment, a Temporary employee shall be entitled to sick leave, vacation and medical benefits as provided in the Collective Agreement.

## **ARTICLE 2: MANAGEMENT RIGHTS**

### **2.01 Management Rights**

- (a) The Union recognizes the undisputed right of the Board to operate and manage the schools in accordance with its commitments and responsibilities and to make and alter from time to time rules and regulations to be observed by employees; such rules and regulations shall not be contrary to any provision of this Agreement.
- (b) The Board shall always have the right to hire, assign, discipline and discharge employees for proper cause, and such right shall not be exercised in a manner inconsistent with the provisions of this Agreement.

## **ARTICLE 3: RECOGNITION AND NEGOTIATIONS**

### **3.01 No Other Agreements**

No employee shall be required or permitted to make a written or verbal agreement with the Board or its representatives which conflicts with the terms of this Collective Agreement.

## **ARTICLE 4: HUMAN RIGHTS**

### **4.01 The Board Shall Not Discriminate**

The Board agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the application of this Agreement, nor by reason of membership or activity in the Union.

### **4.02 Affirmative Action**

Matters related to affirmative action will be referred to the Labour-Management Committee.

### **4.03 Harassment**

- (a) The Board and Union recognize the right of employees to work in an environment free from sexual or personal harassment and agree to cooperate in attempting to resolve, in a confidential manner, any complaints of harassment which may arise in the work place.
- (b) Sexual harassment is defined as unwelcome sexual advances, requests for sexual favours and other verbal or physical conduct of a sexual nature when such conduct interferes with an individual's work performance or creates an intimidating, hostile or defensive working environment.
- (c) Personal harassment shall be defined as intentional, offensive comments and/or actions designed to demean and/or belittle an individual.
- (d) Any complaint alleging harassment will be dealt with in the grievance procedure.

### **4.04 Indemnification Clause**

The Board recognizes that as a general principle it has an obligation to its employees to indemnify them from damages and costs incurred by them as a result of actions or prosecutions brought against employees acting in the ordinary course of their duties.

## **ARTICLE 5: UNION SECURITY**

### **5.01 All Employees to be Members**

All employees of the Board, as a condition of continuing employment, shall become and remain members in good standing in the Union according to the constitution and bylaws of the Union. All future employees of the Board shall, as a condition of continued employment, become and remain members in good standing of the Union within thirty (30) days of employment with the Board.

## **ARTICLE 6: CHECK-OFF OF UNION DUES**

### **6.01 Check-off Payments**

The Board shall deduct from every employee any dues, initiation fees or assessments levied in accordance with the Union constitution and bylaws.

### **6.02 Dues Receipts**

Income Tax (T-4) slips shall show the amount of Union dues deducted from each employee.

## **ARTICLE 7: BOARD AND UNION SHALL ACQUAINT NEW EMPLOYEES**

### **7.01 New Employees**

The Board shall provide new employees with a copy of the current Collective Agreement. The Board and Union shall share equally the cost of providing copies of the contract.

## **ARTICLE 8: CORRESPONDENCE**

### **8.01 Correspondence**

- (a) Any correspondence arising out of this Agreement or incidental thereto shall pass to and from the Secretary-Treasurer of the Board and the Secretary of the Union.
- (b) A copy of any correspondence between the Board and any employee within the bargaining unit which indicates a possible future action which would adversely affect the employee's employment status shall be provided to the Union.

## **ARTICLE 9: LABOUR MANAGEMENT COMMITTEE**

### **9.01 Labour Management Committee**

A committee shall be established consisting of not more than four (4) representatives of the Union and four (4) representatives of the Board. The committee shall meet monthly or at the request of either party.

### **9.02 Function of Committee**

The committee shall produce its own terms of reference but shall be limited to making recommendations only.

## **ARTICLE 10: BARGAINING RELATIONS**

### **10.01 Bargaining Committee**

The Union and the Board shall appoint a bargaining committee consisting of not more than five (5) members of the Board and not more than five (5) members of the Union. Provided that where the fifth union member requires a substitute, the Union shall cover the substitute costs.

### **10.02 Functions of the Committee**

All matters pertaining to collective bargaining shall be referred to the committee for discussion and settlement.

### **10.03 Time Off for Meeting**

Any representative of the bargaining committee shall have the right to attend negotiating meetings held within working hours without loss of remuneration.

## **ARTICLE 11: BOARD DECISIONS**

### **11.01 Board Decisions**

Any reports or recommendations dealt with by the Board with respect to conditions of employment which significantly affect employees within the bargaining unit shall be communicated to the Union to afford the Union a reasonable opportunity to consider them and if deemed necessary, of speaking to them prior to a decision being made by the Board.

## **ARTICLE 12: GRIEVANCE PROCEDURE**

### **12.01 Election of Stewards**

In order to provide an orderly and speedy procedure for the settling of grievances, the Board acknowledges the right of the Union to appoint or elect stewards whose duties shall be to assist any employee in preparing and in presenting the grievance in accordance with the grievance procedure.

### **12.02 Grievance Committee**

The Union shall select a grievance committee to consist of three (3) persons.

### **12.03 Definition of Grievance**

A grievance under this Agreement shall be defined as any difference or dispute between the Board and any employee or the Union, or a case where the Board has acted unjustly.

### **12.04 Settling of Grievances**

The parties hereto agree, should differences arise between the Board and the Union as to the meaning and application of this Agreement, or should any other dispute arise, there shall be no suspension of work on account of such differences but an earnest effort shall be made to settle the same in the following manner:

Step 1 The aggrieved employee shall submit the grievance to his or her shop steward.

Step 2 If the shop steward considers the grievance to be justified the employee and the steward, within thirty (30) days of the alleged occurrence, shall first seek to settle the dispute with the employee's supervisor.

Step 3 Failing satisfactory settlement within two (2) working days after the dispute was submitted under Step 2, the Union Grievance Committee shall consider the matter and if the dispute is warranted, shall forward the dispute in writing to the Secretary-Treasurer of the Board who shall reply within four (4) working days after receipt of the Union's letter.

Step 4 Failing a satisfactory settlement being reached in Step 3 the Union may, on giving five (5) days notice in writing to the Board of its intention, refer the dispute to arbitration.

### **12.05 Policy Grievance**

Where a dispute involving a question of general application or interpretation occurs, or the Union has a grievance which must be submitted in writing, Steps 1 and 2 of Clause 12.04 may be bypassed.

### **12.06 Amending of Time Limits**

Wherever a stipulated time is mentioned in Article 12.04 the said time limit may be extended by mutual consent of both parties.

## **ARTICLE 13: ARBITRATION**

### **13.01 Composition of Board of Arbitration**

An arbitration board consisting of one (1) representative selected by the Board and one (1) representative selected by the Union will be appointed within five (5) days after the written request for arbitration has been received. The two (2) arbitrators so selected shall meet immediately after appointment and select a third person who will act as chairperson of the arbitration board. If they are unable to agree upon the selection of a chairperson within twenty-four (24) hours, they shall then request the Minister of Labour to appoint a chairperson.

The parties may, by mutual agreement, choose to appoint a single arbitrator instead of a three person arbitration board.

### **13.02 Board Procedure**

The board of arbitration may determine its own procedure but shall give full opportunity to all parties to present evidence and make representations to it.

### **13.03 Decisions of the Board**

The decision of a majority of the members of the arbitration board shall be the decision of the board. The decisions of the arbitration board shall be made within ten (10) days after the chairperson has been appointed and shall be final and binding on both parties.

### **13.04 Expenses of the Board**

Each of the parties hereto will share equally the expenses of the chairperson of the board of arbitration.

## **ARTICLE 14: EVALUATION AND DISCIPLINE**

### **14.01 Evaluation Reports**

Where a written (form) evaluation of an employee's performance is carried out the employee shall be given the opportunity to read and review the evaluation. Provision shall be made on the evaluation form for an employee to sign it. The form shall provide for the employee's signature in two places – one indicating the employee has read the evaluation and the other indicating the employee agrees/disagrees with the evaluation. The employee shall sign in the places provided within five working days from receiving his/her copy of the evaluation. An employee shall receive a copy of the evaluation report at time of signing. An evaluation report shall not be changed after an employee has signed it, without the knowledge of the employee.

### **14.02 Frequency of Evaluation**

(a) A written (form) evaluation of a newly hired employee shall be completed prior to the end of the probationary period.

- (b) A written (form) evaluation for a regular employee shall normally be completed once every two years. However it may also be done at the request of the employee or supervisor – provided the employee is given written notice that an evaluation will be carried out.

**14.03 Consultation with Labour Management Committee**

The Board shall consult with the Labour-Management Committee (Article 9.01) in the event of any new evaluation report forms or changes to existing evaluation report forms.

**14.04 Notice of Suspension or Discharge**

In the event the Board initiates disciplinary action which may result in the suspension or discharge of an employee, written notice shall be given to the employee and the Union.

**14.05 Burden of Proof**

In cases of discharge and discipline, the burden of proof of just cause shall rest with the Board. Evidence shall be limited to the grounds stated in the discharge or discipline notice to the employee.

**14.06 Warnings**

Whenever the Board deems it necessary to censure an employee in a manner indicating that suspension or dismissal may follow any repetition of the act complained of or omissions referred to if such an employee fails to bring his or her work up to a required standard by a given date, the Board shall forward copies of correspondence relating to such censure to the Secretary of the Union and the employee concerned.

**14.07 Right to Have a Steward Present**

Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may arrange for his or her steward to be present at the interview.

**14.08 Access to Personnel Files**

Employees shall have the right to have access to and to review their personnel files and shall have the right to respond in writing to any document contained therein, such reply to be attached to and remain with the document concerned.

**14.09 Adverse Reports**

The record of an employee shall not be used against the employee at any time after twenty-four (24) months have elapsed following a suspension or disciplinary action. Letters of reprimand or any adverse reports shall be removed from the employee's personnel file and destroyed.

Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered an admission that such discipline was justified.

#### **14.10 Suspension**

- (a) Employees dismissed or suspended shall have recourse to the grievance procedure.
- (b) Unless otherwise decided upon in the grievance procedure, suspension will mean loss of pay for the time or duration of the suspension.

#### **14.11 Crossing of Picket Lines During Strike**

An employee covered by this Agreement shall have the right to refuse to cross legal picket lines arising out of labour disputes. Failure to cross such a picket line by a member of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

### **ARTICLE 15: SENIORITY**

#### **15.01 Seniority Defined**

Seniority is defined as the length of service in the bargaining unit based on date of hire. Employees with the same date of hire shall have their relative seniority determined by a one time lottery draw done in the presence of one representative of the Union and one representative of the Employer.

“Date of hire” shall be the date of hire as an employee in the bargaining unit subject only to article 15.05.

#### **15.02 Employment Acceptance**

Acceptance of employment shall constitute acceptance of the terms and conditions of this Agreement.

#### **15.03 Appointments**

Any appointments from within the bargaining unit are to be made in accordance with the provisions relating to promotions hereinafter contained.

#### **15.04 Seniority List**

The Board shall prepare and update new hires on one seniority list for all employees. The list will be provided to the union on request.

#### **15.05 Loss of Seniority**

- (a) Employees shall not lose seniority rights if they are absent from work because of sickness, disability, accident, layoff or leave of absence approved by the board. Employees shall only lose their seniority in the event:
  - 1. They are discharged for just cause and not reinstated.
  - 2. They resign all positions including a position on the substitute/casual list or are taken off the substitute/casual list pursuant to article 32.01 (g).

3. They fail to return to work within ten (10) working days following a layoff and after receiving notice by registered mail to do so, unless through sickness or other just cause.
  4. Laid off employees engaged in alternate employment and who are recalled shall be permitted to give their current employer reasonable notice of termination, no longer than two (2) weeks, to accept the recall.
  5. They are laid off for a period of longer than two (2) years.
  6. They retire.
- (b) Loss of seniority means loss of all rights as an employee.

## **ARTICLE 16: PROMOTIONS AND STAFF CHANGES**

### **16.01 Job Postings**

- (a) When a new position is created or when a vacancy occurs within the bargaining unit which is anticipated to be greater than forty (40) consecutive working days, the Board shall notify the Union in writing within ten (10) working days and afford the Union an opportunity to post the position for a minimum of five (5) working days, except in accordance with Article 17.05.
- (b) If a position is increased in hours within twelve months of posting, or becomes full time as a result of additional hours, it shall be re-posted.
- (c) Temporary postings that do not have a definite end date can be posted with the anticipated end date. Upon mutual agreement of the Board and the Union the end date may be extended without additional posting.

### **16.02 Information in Postings**

Such notice shall contain the following information:

- Job title and classification
- Qualifications
- Location
- Shift, hours of work
- Pay rate

### **16.03 No Outside Advertising**

No outside advertising for any vacancy shall be placed until the applications of present union members have been considered by the Board and said employees have been notified.

### **16.04 Role of Seniority in Filling Vacancies**

Both parties recognize:

- (a) The principle of promotion within the service of the Board.



- (b) That job opportunity should increase in proportion to length of service. THEREFORE in filling vacancies, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 16.02. All promotions, transfers and staff changes (EXCEPT within the same classification) shall be for a trial period of three (3) months.
- (c) Any employee who does not successfully complete the trial period or decides for good and sufficient reason during the trial period to return to their previous position shall be returned to their previous position and all other employees similarly affected will be returned accordingly.

**16.05 Probationary Period**

- (a) The probationary period is the initial period of employment during which suitability for continued employment is determined.
- (b) The probationary period shall be three (3) months from start date of appointment for a regular employee and may be extended by mutual agreement.
- (c) The probationary period for a substitute/casual employee shall be three (3) months with no break in service, twenty assignments or six (6) calendar months, whichever comes first and may be extended by mutual agreement.
- (d) An employee may be dismissed during the probationary period for just cause.
- (e) During the probationary period an employee shall be entitled to all rights and benefits of this Agreement.

**16.06 Notification to Employee and Union**

- (a) Upon the close of any posting, the names of all applicants shall be copied to the union.
- (b) Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant within the bargaining unit and a copy sent to the Union.
- (c) The Union shall be notified of all promotions, demotions, hirings, layoffs, transfers, recalls, resignations, retirements, deaths and/or other terminations of employment.

**16.07 On-the-Job Training**

The Board will inaugurate and maintain a system of 'on-the-job' training, that includes job manuals for each job in the bargaining unit, so that every employee may have the opportunity of receiving training and qualifying for promotion in the event of a vacancy arising in the position next senior to their own.

**16.08 Un-posted Increase in Hours**

- (a) A list shall be maintained of employees interested in increased hours. Part time employees interested in increased hours shall so indicate to the Board in writing no later than June 15th for the first term and no later than December 15th for the second term.

- (b) Where more hours become available within a classification in a work location where there is more than one part time position within the classification, the increased hours shall be offered to employees in order of seniority, in accordance with Article 16.08 (a), provided operational requirements are met and Articles 16.01 (b), 17.04 (h) do not apply.

## **ARTICLE 17: LAYOFF AND RECALL**

### **17.01 Definition of Layoff**

A layoff shall be defined as a reduction in the work force or a reduction in the hours of work, inclusive of the summer recess.

### **17.02 Role of Seniority in Layoffs**

Both parties recognize that job security shall increase in proportion to seniority in accordance with article 15.01. Options under article 17 shall be offered on the basis of seniority to affected employees.

### **17.03 Layoff and Recall Committee**

A Layoff and Recall Committee consisting of not more than three (3) representatives of the Board and not more than three (3) members of the Union shall monitor layoff and recall procedure and a recall list.

### **17.04 Layoff Procedure**

- (a) The Board identifies the classification(s) and position(s) affected by a reduction in the working force or hours of work and meets with the Union as far in advance as possible to discuss the circumstances giving rise to layoff.
- (b) Employees about to be laid off shall be afforded the options of (a) accepting the layoff (placement on the recall list); (b) bumping into one of the positions identified by the Layoff and Recall Committee; (c) accepting a severance package.
- (c) The Layoff and Recall Committee, shall meet prior to issuance of notice of any layoff to determine the positions, available to the employee(s) affected: Once positions are identified, the affected person(s) shall be offered a transfer or layoff and layoff notices issued.
  - 1. Positions of equal level and F.T.E. for which the employee is qualified that are held by a junior employee.
  - 2. Where no equal match is available pursuant to (1.) above, eligible positions shall be identified as follows:
    - 2.1 Positions of equal level and increased F.T.E. up to one hour per day or five hours per week for which the employee is qualified, that are held by a junior employee.
    - 2.2 Positions in either higher or lower levels with the same F.T.E. for which the employee is qualified that are held by a junior employee.

- 2.3 Positions in equal, higher or lower levels with less F.T.E. for which the employee is qualified that are held by a junior employee.
  - 2.4 Notwithstanding (2.3) above, an employee whose position has been reduced in hours may accept the layoff in hours and opt to bump into a position of equal, higher, or lower levels which will, in combination, maintain their pre-layoff F.T.E. Such employees shall retain bumping rights to the F.T.E. of their pre-layoff position in the event of a subsequent reduction in hours in either position.
  - 2.5 Notwithstanding (2.3) above, an employee whose position has been eliminated may opt to accept a combination of positions of equal, higher or lower levels in order to maintain his/her pre-layoff F.T.E. Such employee shall retain separate layoff rights commensurate with each separate position.
- (d) If no junior position(s) is identified by the Layoff and Recall Committee for which the affected employee is qualified, such employee shall be laid off.
  - (e) It is understood and agreed that an employee who receives notice of layoff shall respond to the Board within two (2) working days of receipt of notice of layoff indicating his/her preference of the various transfer(s) offered or layoff.
  - (f) It is understood and agreed that it is the employee's responsibility to keep his/her personnel file updated (résumé and qualifications) as the Layoff and Recall Committee will use the information in the résumé to determine which positions affected employees are qualified to bump into.
  - (g) An employee who bumps into a position other than his/her most recent appointment shall be for a trial period of three (3) months in accordance with Article 16.04.
  - (h) If hours are restored to an appointment which has been reduced in hours within a period of two (2) calendar years, the position will be offered back to the employee laid off.
  - (i) When a new position is created or a vacancy occurs, while a qualified employee is laid off and entitled to recall, such position will be filled by recalling from layoff the most senior qualified employee.
  - (j) Employee(s) on layoff will have benefit premiums paid as per the contract cost shared basis for the month following date of layoff and will be allowed to make arrangements through Personnel/Payroll to maintain payment of the full premium cost of benefit plans for which such employee(s) are eligible for a period of two (2) calendar years.
  - (k) Employees appointed to a ten (10) month position (not regularly employed during the summer) and laid off for the summer recess cannot bump a twelve month appointed employee during the summer recess.
  - (l) No employee shall be forced to accept a position away from their home island although the employee may opt to do so.

#### **17.05 Recall Procedure**

- (a) Regular employees laid off for the summer recess shall be notified of their date of recall at the time of layoff except as provided in Article 17.07.

- (b) The Board shall first offer recall to the employee who, at the time of layoff, has the most seniority among those laid off, in accordance with article 17.04 (c) 1. and 2. If that employee is unavailable, the position shall then be offered to the next senior employee, if qualified, and so on until the position is filled. All positions shall be filled in this manner while there are remaining employees who have been laid off.
- (c) Upon recall, an employee shall retain his/her former recall status even though the recall assignment may be in a different classification or for a specific term and/or for an amount of employment different from the recall status. This permits the Board to employ an employee on the recall list in temporary assignments without jeopardizing the employee's right to recall otherwise contained in this Agreement. A refusal to accept an appointment under this clause shall not be deemed to be a refusal under Article 15.05 (a) 3.

**17.06 No New Employees**

- (a) New employees shall not be hired until those laid off have been given an opportunity of recall, if qualified.
- (b) District employees on summer layoff shall have preference on a seniority basis for casual or temporary work for which they are qualified provided that, within fifteen (15) calendar days of receiving notice of Layoff they have notified the Board in writing of their availability for such work.

**17.07 Advance Notice of Layoff**

- (a) Unless legislation is more favourable to the employees, the Board shall notify employees who are about to be laid off pursuant to this agreement a minimum of thirty (30) calendar days notice in writing. If the employee has not had the opportunity to work the days as provided in this Article, then the employee shall be paid for the days for which work was not made available.
- (b) Should the notice provisions contained in the employment standards act provide for greater notice than thirty (30) calendar days, the employment standards act notice period shall prevail and the employee shall be paid in accordance with this article.
- (c) Ten month employees who are hired for the duration of the school term do not require layoff and recall notice for the months of July and August unless the period of layoff is other than the dates established in the Standard School Calendar.

**17.08 Grievance on Layoffs and Recalls**

Grievances concerning layoffs and recalls shall be initiated at Step 3 of the grievance procedure.

**17.09 Severance Pay**

- (a) Employees who are laid off may elect to receive severance pay at the rate of one (1) weeks pay for each completed year of service in a continuing appointment(s) to a maximum of four (4) months pay.

Ten (10) months service in a ten (10) month position is one year of service in a continuing appointment(s) for the purpose of this article.

- (b) Employees who elect to receive severance pay during the first thirty (30) days following receipt of layoff notice shall waive their rights to recall provided under Article 15.05, (a) 5.

## **ARTICLE 18: HOURS OF WORK**

### **18.01 Hours and Shifts**

Normal hours and shifts for full-time regular employees shall be Monday to Friday inclusive as follows:

1. Clerical and Paraprofessional employees shall work a thirty-five (35) hour week, seven (7) hours per day exclusive of meal time between the hours of 8:00 a.m. and 5:00 p.m.
2. Day shifts for Operations employees shall be eight (8) hours of work exclusive of meal times scheduled between the hours of 6:00 a.m. and 5:30 p.m.
3. Afternoon shifts for custodians shall be eight (8) hours of work inclusive of one-half (1/2) hour for meal times scheduled between the hours of 2:30 p.m. and 1:00 a.m.
4. Hours of work for bus drivers shall be a minimum of four (4) hours inclusive of a shift differential of one-half hour.

### **18.02 Four Hour Minimum Work Day**

- (a) The Employer is committed to providing a minimum of four (4) hours of work for a regular/continuing employee reporting for work and for a temporary employee reporting for work who has posted into the position.
- (b) Exemptions from the four (4) hour minimum:
  1. Student/noon hour supervisors
  2. Crossing guards
  3. Small schools with fewer than seventy-five (75) students, in which case a two (2) hour minimum will apply
  4. Other positions by mutual agreement
- (c) The four (4) hours shall be consecutive but may exclude a lunch period up to one (1) hour or a shorter period as defined elsewhere in the collective agreement.
- (d) Bus drivers are exempt from the requirement for consecutive hours. The daily hours for bus drivers shall be completed within a period of twelve (12) consecutive hours.
- (e) Except in accordance with Article 16.08, additional hours of less than four (4) hours may be posted as “additional hours” and are available to employees who are able to accept the hours, in addition to their current assignment.
- (f) The four (4) hour minimum shall begin or continue to be implemented immediately and completed no later than the commencement of the 2001-2002 school year.
- (g) A Joint Implementation Committee shall be established to deal with the implementation of the four (4) hour minimum. In order to attain the four (4) hour minimum for employees who are currently working less than four (4) hours per day, the Committee shall consider:

1. The combination of positions;
2. The elimination of current positions of less than four (4) hours in duration and the layoff of employees in those positions;
3. The re-assignment of hours from positions currently less than four (4) hours;
4. The posting requirements, if any, for combined positions;
5. The applicability of other articles in the collective agreement;
6. Whether or not school meal/food services assistants should be listed in the exemptions where they currently work less than four (4) hours per day;
7. The implementation of the four (4) hour minimum during the 2000-2001 school year as funds are made available from the four (4) hour minimum fund during the 2000-2001 school year;
8. Which, if any, casual and temporary employees in non-posted positions who report for work should be included in the four (4) hour minimum work day requirement;
9. Other positions that an exemption may apply to.

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

- (h) The parties shall refer the rate of pay for any combined job arising out of the implementation of the four (4) hour minimum to the Job Evaluation Maintenance Agreement between the parties.
- (i) The parties shall follow a two step process to resolve disputes over the implementation of the four (4) hour minimum:
  1. Either party may request that a mediator be appointed by the Labour Relations Board.
  2. Failing resolution at mediation, either party may request that Joan Gordon hear the dispute on an expedited basis. The expedited process is intended to be short and concise. Written submissions shall be used and shall be exchanged at least five (5) working days prior to the arbitration. Joan Gordon shall render a decision within twenty-four (24) hours of the hearing. The parties shall equally share the costs of the fees and expenses of the arbitrator. The expedited arbitrator shall have the same powers and authority as an arbitrator established under the B.C. Labour Relations Code. The 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.
- (j) Articles 7 and 9 above are applicable during the implementation process and will be in effect until completion of the implementation of the four (4) hour minimum.

- (k) The ongoing maintenance of the four (4) hour minimum shall be the responsibility of the parties respective bargaining committees.

**18.03 Ten Month Positions**

Ten month positions are established in accordance with posting and Board procedure and normally do not provide hours of work when schools are not in session.

**18.04 Temporary Change in Work Week**

In the event a different work week is temporarily required, the employee(s) shall be given five (5) working days notice of such change.

**18.05 Flexible Hours**

Subject to operational requirements, employees shall have the opportunity to participate in flexible hours arrangements under the following conditions:

- (a) Up to two (2) additional regular hours per day may be worked at the discretion of the employee in consultation with the supervisor. The resultant surplus time may be banked up to the equivalent of two blocks of normal daily hours which may be scheduled as time off upon mutual agreement within the monthly pay period.
- (b) The employee shall keep daily records of his/her actual working times and submit the record to their supervisor at the end of each month.
- (c) There shall be no split shifts.
- (d) No employee shall be required to utilize flexible hours in place of callout or scheduled overtime.
- (e) Statutory holidays, sick leave, vacations and other paid leaves shall be based upon normal daily hours.

**18.06 Substitute/Casual Employee Minimum Work Day**

Subject to Article 18.02; substitute/casual employees shall be paid for hours worked which, in any case shall not be less than two (2) hours per day.

**ARTICLE 19: OVERTIME**

**19.01 Overtime Rates**

Where conditions necessitate overtime in excess of the normal full-time daily and/or weekly hours as laid down in Articles 18.01 and 18.03 above and where the work is authorized and permission granted, such overtime shall be paid at the rate of time and one-half for the first three (3) hours and double time thereafter.

**19.02 Advance Notice**

It is agreed by the Board that every effort will be made to advise custodians well in advance of the letting of any rooms, gymnasiums or auditoriums and the proper permit slips shall be issued on such occasions.

**19.03 Emergency Call-out**

Emergency call-out shall be calculated at not less than two (2) hours time paid at overtime rates as indicated in Article 19.01 of this Agreement. Call out shall be defined as any time an employee is called out to work during their scheduled time off.

**19.04 Time Off in Lieu**

Where overtime has been performed employees may, through mutual agreement AND PROVIDED they notify the Board in writing ten (10) working days prior to the make up time of the next pay period, elect to take compensatory time off in lieu of overtime pay. By mutual agreement between the employee(s) and the supervisor such time shall be arranged to suit work requirements. In no case shall time off in lieu of overtime be allowed to accumulate for longer than a period of one (1) calendar year from the time of election.

**19.05 No Layoff to Compensate for Overtime**

Employees shall not be required to lay off during regular hours to equalize any overtime worked but may do so by mutual consent PROVIDED the employee(s) give five (5) days notice in writing to the Secretary-Treasurer of the Board.

**ARTICLE 20: SHIFT WORK**

**20.01 Notice of Change of Shift**

Twenty-four (24) hours notice shall be given before change of shift. Failure to provide at least sixteen (16) hours rest between shifts which are being changed shall result in payment of overtime at established rates for any hours worked during normal rest periods.

**ARTICLE 21: HOLIDAYS**

**21.01 List of Holidays**

(a) Employees shall, upon completion of fifteen (15) working days within the most recent thirty (30) working days, be entitled to the following statutory holidays:

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

AND any other day proclaimed by the federal or provincial governments to be declared as a statutory holiday. When any of the above days fall on a prescribed school day, a day in lieu shall be arranged by mutual consent.

(b) Holidays shall be prorated for part-time employees.



**21.02 Holidays on Day Off**

When any of the above-noted 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 employee and the Board.

**21.03 Holiday Pay**

Employees who are not required to work on the above holidays shall receive holiday pay equal to one (1) normal days pay. Employees who are required to work shall, in addition to normal holiday pay, be paid in accordance with Article 19.01

**21.04 School Term Employees**

Employees engaged for the period of the school term shall not receive Canada Day or B.C. Day as statutory holidays unless they are required to work the work day preceding and the work day following Canada Day or B.C. Day.

**ARTICLE 22: VACATIONS**

**22.01 Definition**

A year of service in this Article shall mean twelve (12) months from the anniversary date of current service in a continuing appointment(s)

A day is a day prorated at the F.T.E. of appointment.

Ten (10) months service in a ten (10) month position is one year of service in a continuing appointment(s) for the purpose of this article.

**22.02 Less Than One Year of Service**

All employees with less than one (1) year of service shall receive one (1) day paid vacation for each month of service.

**22.03 Less Than Nine Years of Service**

All employees with one (1) year of service but less than nine (9) years of service shall receive one and one-half (1 1/2) days paid vacation for each month of service annually.

**22.04 Less Than Twenty Years of Service**

All employees with nine (9) years of service but less than twenty (20) years of service shall receive two (2) days paid vacation for each month of service annually.

**22.05 More Than Twenty Years of Service**

All employees with twenty (20) or more years of service shall receive three (3) days paid vacation for each month of service annually.

#### **22.06 Holidays During Vacations**

Should statutory holidays fall or be observed during employees' vacation periods, they shall be granted an additional day of vacation for each holiday in addition to their regular vacation time.

#### **22.07 Vacation Accumulation**

Employees with more than one (1) year of service and less than five (5) years of service may make application to the Board to have vacation time accumulated for one (1) week. With five (5) years of service or more, employees may bank two (2) weeks. All such applications must be made by May 1st of the current year.

#### **22.08 Choice of Vacation Dates**

All employees shall be entitled to take vacation any time during the vacation year subject to mutual agreement. The vacation year shall be from July 1st to the following June 30th.

### **ARTICLE 23: SICK LEAVE PROVISIONS**

#### **23.01 Amount of Sick Leave**

Employees shall be granted sick leave on the basis of one and one-half (1 1/2) days per month of service in a continuing appointment, at the F.T.E. of current appointment. If in any one year employees have not used their sick leave, or only a portion thereof, it shall accrue to their credit for future use and benefits.

#### **23.02 Illness in the Family**

In case of illness of an immediate member of the family of a regular employee where no one at home other than the regular employee can provide for the needs of the ill person, the regular employee shall be entitled, after notifying his or her superior, to use a maximum of five (5) accumulated sick leave days per year for this purpose.

#### **23.03 Proof of Illness**

An employee may be required to produce a medical note for any illness in excess of three (3) working days.

#### **23.04 Sick Leave on Retirement**

Employees shall be entitled to fifty percent (50%) of their unused sick leave accrual up to a maximum of seventy-five (75) payout days, on retirement or in other circumstances approved by the Board.

#### **23.05 Sick Leave Records**

Any employee may be advised on application of the amount of sick leave accrued to his or her credit.

#### **23.06 Emergency Sick Leave Bank**

All regular employees and the Board shall contribute their share of the EI premium rebate to a Sick Leave Bank to be administered by the Union with an annual report to the Board on activity and funds expended.

## **ARTICLE 24: LEAVE OF ABSENCE**

### **24.01 Leave of Absence for Union Business**

- (a) Time off with pay shall be granted to not more than four (4) elected representatives of the Union whenever it becomes necessary to transact business with the Board during working hours.
- (b) Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on negotiations with the Board or with respect to a grievance.

### **24.02 Leave of Absence For Union Functions**

- (a) Upon request to the Board, an employee elected or appointed to represent the union at conventions shall be allowed leave of absence without pay and with no loss of benefits PROVIDED a suitable substitute is available, and the Board shall not indiscriminately refuse a substitute.
- (b) Upon request to the Board Leave of Absence without pay but without loss of benefits shall be allowed to not more than five (5) employees at any one time to attend executive and committee meetings of C.U.P.E., its affiliated or chartered bodies and any labour organization with which the Union is affiliated. The Union shall reimburse the Board for the cost of benefits accorded in the application of this clause.

### **24.03 Personal Emergency Leave**

- (a) Employees shall be granted up to five (5) days leave with pay per year for significant personal reasons, such leave to be granted on approval by the Secretary-Treasurer and such approval will not be withheld unreasonably.
- (b) Outer Island employees shall be granted one additional day leave of absence for personal business off-island.

### **24.04 Compassionate Leave**

In cases of bereavement or other family disaster, employees shall be granted up to five (5) days leave with pay. If circumstances warrant additional time, application may be made to the Board.

### **24.05 Court Attendance**

An employee who is subpoenaed as a witness or for jury duty shall receive leave with pay PROVIDED that any jury pay is turned over to the Board. An employee who is party to a court action shall be granted leave with pay, less the cost of a substitute, to attend in court as required.

### **24.06 Education Leave and Examinations**

- (a) The Board agrees that it is to the mutual benefit of the employer and the employee to improve the educational standards of the work force. Accordingly, the Board agrees that employees with five (5) years employment in a continuing appointment who wish to further their education shall be permitted up to one (1) year of unpaid education leave. Any benefits based on service shall be retained and accumulated. The employee shall be placed in a position equivalent to that which he or she held prior to the education leave.

Ten (10) months service in a ten (10) month position is one year of service in a continuing appointment(s) for the purpose of this article.

- (b) An employee shall be entitled to leave of absence with pay and without loss of benefits to write examinations to upgrade his or her employment qualifications for job related courses.

#### **24.07 Parental Leave**

##### **(a) Parental Leave Provisions**

To the pregnant employee or an employee whose spouse is pregnant, the following provisions shall apply unless legislation is more favourable:

Upon written request leave of absence without pay shall be granted for a maximum of fifty-two (52) weeks for the mother and thirty-seven (37) weeks for the father. The employee returning to work after parental leave shall provide the Board with at least four (4) weeks notice and on return from parental leave the employee shall be reinstated in all respects by the Board in the position previously occupied by the employee or in a comparable position.

##### **(b) Employment During Pregnancy**

The Board shall not deny a pregnant employee the right to continue employment during the period of pregnancy when her duties can reasonably be performed. The Board may require proof of the employee's capability to perform her normal work through the production of a medical certificate.

##### **(c) Length of Parental Leave**

1. Parental leave shall cover a period up to one (1) year before or after the birth or adoption of a child.
2. Where a doctor's certificate is provided stating that a longer period of parental leave is required for health reasons an extension up to a maximum of one (1) additional year shall be allowed.
3. On expiration of initial leave, general leave may be granted to the mother where additional leave is requested up to a maximum of one year.

##### **(d) Benefit Status During Parental Leave**

1. Any benefits based on service shall be retained and accumulated for a period of one year.
2. The services of an employee who is absent from work in accordance with this clause shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee and the Board shall continue to make payment to the plan in the same manner as if the employee were not absent where:
  - (i) The Board pays the total cost of the plan, or

- (ii) The employee elects to continue to pay her/his share of the cost of a plan that is paid for jointly by the Board and the employee.

**24.08 Adoption Leave**

Where an employee seeks leave due to adoption the provisions as outlined in Article 24.07 shall apply.

**24.09 Paternity Leave**

To attend the birth of his child and/or care for the family during and after the birth, the father may apply for and shall be granted paternity leave with pay up to a maximum of six (6) days.

**24.10 Discretionary Leave**

Employees shall be granted one-day leave of absence without pay each year.

**24.11 General Leave (for up to six months)**

The Board shall grant leave of absence without pay and without loss of seniority to an employee requesting such leave for good and sufficient cause. Such leave shall be requested in writing and approved by the Board.

**24.12 Long Term Leave (for a school term or a school year)**

- (a) Employees with more than five (5) years employment in a continuing appointment(s) may be granted long-term leave of absence for good and sufficient cause without pay provided that a qualified replacement is available. The employee returning from leave shall give the Board at least six (6) weeks notice and on return from leave the employee shall be reinstated in all respects by the Board in the position previously occupied by the employee or in a comparable position. Any benefits based on service shall be retained but not accumulated.

Ten (10) months service in a ten (10) month position is one year of service in a continuing appointment(s) for the purpose of this article.

- (b) The Board's discretion shall be exercised in a reasonable and consistent manner.

**24.13 Self-Funded Leave Plan**

The Parties shall implement a self-funded leave plan to enable employees to plan and fund a one-year leave of absence by regularly investing a portion of salary over a period of years.

**24.14 Long Term Medical Leave**

Employees on extended sick leave or Long Term Disability:

**(a) Leave Less than One Year**

1. Any benefits based on service shall be retained and accumulated for a period of one year. The employee shall be returned to his/her original position on return from leave.

2. The services of an employee who is absent from work in accordance with this clause shall be considered continuous for the purpose of any pension (subject to the Municipal Superannuation Act), medical or other plan beneficial to the employee and the Board shall continue to make payment to the plan in the same manner as if the employee were not absent where:
  - (i) The board pays the total cost of the plan, or
  - (ii) The employee elects to continue to pay her/his share of the cost of a plan that is paid for jointly by the Board and the employee.

**(b) Leave Greater than One Year**

1. Any benefits based on service shall be retained but not accumulated past the one year.
2. An employee returning from medical leave shall provide the Board with at least four (4) weeks notice. On return from medical leave the employee shall be reinstated in all respects by the Board in the position previously occupied by the employee or in a comparable position, subject to the provisions of Articles 15 & 17.
3. An employee who so indicates to the Board and the Union in writing shall continue to be covered for employee benefits, under article 28, provided the employee pays one hundred percent (100%) of the premium and the carrier allows continued coverage.

**ARTICLE 25: PAYMENT OF WAGES AND ALLOWANCES**

**25.01 Pay Days**

Salaries shall be paid monthly for the current month on the last banking day of the month. A mid month advance, approximately half of the employee's net pay shall be paid by the fifteenth of the month or the banking day prior to the fifteenth.

**25.02 Pay Classification**

- (a) Jobs will be classified in accordance with the five (5) factor Gender Neutral Job Evaluation Plan, Schedule "B", and shall be paid not less than the hourly pay rate for such classification in accordance with the Schedule of Job Classifications and Pay Rates, Schedule "A", which are attached hereto and made part of this Agreement.
- (b) Any new positions coming within the jurisdiction of the Bargaining Unit shall be mutually agreed upon as to classification and pay rate.

**25.03 Calculation of Salary**

For the purpose of computing monthly salary the hourly rate shall be multiplied by one hundred-seventy-four (174) hours for personnel on an eight (8) hour day; the hourly rate shall be multiplied by one-hundred-fifty-two (152) hours for personnel on a seven (7) hour day (this being the average number of full-time hours worked per month).

#### **25.04 Rate of Pay on Temporary Assignment**

When an employee is assigned to temporarily relieve in or perform the principal duties of a higher paying position, in accordance with the collective agreement the employee shall receive the pay rate for the job.

#### **25.05 Classroom Calculations**

- (a) Regular auditoriums are to be calculated as two (2) classrooms, Home Economics and Industrial Education classrooms as one and one-half (1 1/2) rooms and outside annexes or classrooms as one and one-half (1 1/2) classrooms for the first room.
- (b) Alterations to any building involving additional space shall be considered by the grievance committee in making any adjustments of the salary.

#### **25.06 Automobile Allowance**

- (a) The Board shall not require employees to own a vehicle as a condition of employment EXCEPT that where the conditions of a specific job require it, then by mutual agreement prior to acceptance of the job, an employee may agree to use his or her private vehicle and the Union shall be notified in writing of such an arrangement.
- (b) Travel rates paid to employees using their own vehicles for business authorized by the Board shall be paid as per Board policy.

#### **25.07 Professional Development**

The Board and the Union recognize the importance for CUPE Bargaining Unit Employees to 'keep abreast' of technological and informational development relating to CUPE Bargaining Unit jobs by facilitating training for new programs (in-service), retraining, and individual (technical or academic) programs of study.

- (a) The Board shall pay the cost of an academic or technical course approved by the Board, inclusive of substitute costs, for the purpose of retraining/upgrading/in-service.
- (b) Effective September 1, 1996, the Board shall contribute \$6,000 and the Union shall contribute \$2,000 annually to the CUPE Professional Development Fund for substitute costs, registration fees and travel expenses incurred for the purpose of job related educational development.
- (c) A Joint Professional Development Committee comprised of three Union members and three representatives of the Board shall administer the CUPE Professional Development Fund according to a jointly developed policy.
- (d) All employees shall have the opportunity to participate in appropriate district-wide and school-based professional development days which are scheduled in each school calendar. Employees who participate shall be paid a regular day's wage.

#### **25.08 Designated WCB First Aid Attendant Allowance**

Designated WCB First Aid attendant shall be paid an allowance that is not less than the allowance paid to other employee groups.

## **ARTICLE 26: RETIREMENT**

### **26.01 Retirement Defined**

For the purposes of the retirement bonus, the retirement age for employees shall be age fifty-five (55) or twenty (20) years service in a continuing appointment(s), whichever comes first.

Ten (10) months service in a ten (10) month position is one year of service in a continuing appointment(s) for the purpose of this article.

### **26.02 Retirement Bonus**

Upon retirement, all regular employees who have completed five years service or more in a continuing appointment(s) with the Board shall be granted one week's pay for each year of service in a continuing appointment(s) at the F.T.E. of current appointment, not to exceed twenty (20) weeks.

Ten (10) months service in a ten (10) month position is one year of service in a continuing appointment(s) for the purpose of this article.

### **26.03 Over-age Employees**

The Board may, at its discretion and by mutual agreement, retain in its employment over-age employees on a year-to-year basis in which case all conditions as set forth in this contract shall apply to them.

## **ARTICLE 27: JOB CLASSIFICATION AND RECLASSIFICATION**

### **27.01 Job Classification**

A job classification means the pay (level) and category of work in accordance with the Schedule of Job Classification and Pay Rates.

### **27.02 Job Descriptions**

The Board shall provide job descriptions for all jobs for which the Union is bargaining agent. Job descriptions shall be added, reviewed and modified as necessary or every three (3) years.

### **27.03 No Elimination of Present Job Descriptions**

Existing job descriptions shall not be eliminated or changed without prior agreement with the Union PROVIDED that the existence of a job description does not bind the Board to have an employee in the job.

### **27.04 Changes to Job Descriptions**

Whenever the employer changes the duties and responsibilities of a job or an employee(s)/the Union feels the duties and responsibilities of a job have changed sufficiently that the job description does not reflect the duties and responsibilities of the job, the Joint Job Evaluation Committee shall perform a review of the job, the description and the classification. However, 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.



## **27.05 Joint Job Evaluation Committee**

A committee shall be established consisting of four (4) representatives of the Union and up to four (4) representatives of the Board. Resource persons may also be invited to meetings by either party by mutual agreement of the committee. The committee shall meet within ten working days of the request of either party.

### **Function of the Joint Job Evaluation Committee**

#### **(a) Existing Jobs**

The Committee shall consult with the employee(s) concerned and with the Board regarding any changes to job descriptions and perform a review of the job duties, responsibilities and the classification.

#### **(b) New Jobs**

1. The Joint Job Evaluation Committee shall provide the final job descriptions for new jobs and perform a review to determine the job classification and pay level. A tentative pay rate will be assigned by the JJEC in the meantime.
2. If the new job is rated at a higher pay level than the tentative pay rate, the employee's pay shall be adjusted to that pay level retroactive to the date the employee first did the job.
3. If the new job is rated at a lower pay level than the temporary pay rate, the employee's pay shall be adjusted to that pay level the first pay period following the decision.

- (c) In the event of a disagreement within the committee on the classification (pay rate) to accommodate the job description(s) noted in this clause the Union may proceed to grievance pursuant to the Pay Equity Maintenance Plan, Schedule "C", Section III.

## **ARTICLE 28: EMPLOYEE BENEFITS**

### **28.01 Medical Insurance**

- (a) Regular employees who so indicate to the Board and the Union in writing shall be covered by M.S.P. with the Board contributing seventy-five percent (75%) of the premium. Effective January 1, 2001, the Board shall contribute one hundred percent (100%) of the premium.
- (b) Regular employees who so indicate to the Board and the Union in writing shall be covered by a mutually acceptable extended health plan with the Board contributing seventy-five percent (75%) of the premium. Effective January 1, 2001, the Board shall contribute one hundred percent (100%) of the premium. The plan shall cover eye care up to two hundred (\$200.00) dollars every two years and hearing aids.

### **28.02 Dental Insurance**

Regular employees who work 15 hours per week or more, who so indicate to the Board and the Union in writing, shall be covered by a mutually acceptable Dental Plan (100% for part "A"; 60% for part "B"; 50% for part "C") with the Board contributing fifty percent (50%) of the premium. Effective January 1, 2001, the Board shall contribute seventy-five percent (75%) of the premium.

### **28.03 Group Life Insurance**

Regular employees who work 15 hours per week or more shall be covered by a mutually acceptable Group Life Plan at twice the annual salary with the Board contributing fifty percent (50%) of the premium. Effective January 1, 2001, the Board shall contribute seventy-five percent (75%) of the premium.

### **28.04 Municipal Superannuation**

Regular employees shall be covered by the Pension (Municipal) Act EXCEPT where their regularly scheduled hours per week are less than twenty (20) hours, in which case coverage will be in accordance with Municipal Pension Legislation.

### **28.05 Supplementation of Compensation Award**

Employees with accumulated sick leave to their credit shall turn over or cause to be turned over to the Board any monies paid or payable to them by the Workers' Compensation Board and upon so doing will receive full pay up to the value of the accumulated sick leave. In such cases there will be a deduction from the accumulated sick leave of one-quarter (1/4) of the time the employee is absent where applicable by Workers' Compensation Board regulations. If there is no credit of sick leave employees shall retain their Workers' Compensation Board cheques.

### **28.06 Employee Benefits for Same Sex Partners**

For the purposes of this article spouse designates the person to whom an employee is lawfully married or the person with whom the employee has been cohabiting in a spouse/spouse relationship for a period of at least one year.

### **28.07 Employee Assistance Program**

- (a) The Board shall pay one hundred (100) per cent of the cost of the mutually agreed upon Employee Assistance Plan.
- (b) The Employee Assistance Plan shall cover a full range of counselling services while maintaining strict confidentiality.

### **28.08 Jointly Trusteed Benefit Trust**

The Parties have agreed to participate in a jointly trusteed benefits trust and shall place their dental, extended health, group life insurance and accidental death and dismemberment benefit coverage specified in this Article (note – districts without AD&D would not include reference to that benefit) 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)/consultants(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 references to specific benefit carriers providing the benefits identified above will be effective only until the date of participation in the benefits trust.

## **ARTICLE 29: HEALTH AND SAFETY**

### **29.01 Cooperation on Safety**

- (a) Both parties shall provide representation to the district Occupational Health and Safety Committee(s) in accordance with WCB regulations.
- (b) This committee will meet and make recommendations to the Board, with a copy to the Union, on unsafe, hazardous or dangerous conditions with the aim of preventing and reducing risk of injury or illness.
- (c) Copy of minutes shall be sent to the Union and the Board.

### **29.02 Video Display Terminals**

- (a) Where an employee's daily work requires continuous monitoring of video display terminals, the Board shall allow the employee time off with pay for a preliminary eye examination by an ophthalmologist of the employee's choice prior to initial assignment to VDT equipment and annually thereafter if requested, with deduction of such time from the employee's accumulated sick leave. The examination shall be at the Board's expense where costs are not covered by insurance.
- (b) Employees will not be required to continuously monitor a video display terminal screen for longer than two (2) hours without a fifteen (15) minute rest period, or a reassignment to other work for at least fifteen (15) minutes.
- (c) Pregnant employees who are required to operate VDT's on a continuous basis who choose not to continue operating VDT's during pregnancy may elect one of the following options:
  - 1. Request a reassignment to a position in the same or lower classification subject to qualifications and available work. The rate of pay shall be at the reassigned classification.
  - 2. Request a leave of absence without pay for the duration of the pregnancy. Employees wishing to maintain any of the benefits in Article 28 shall pay the full premium costs.
- (d) The District Occupational Health and Safety Committee shall review and make recommendations to ensure that standards recommended by the Workers' Compensation Board are being met.

### **29.03 Right to Refuse Unsafe Work**

- (a) No employee shall be discharged, penalized or disciplined for refusing to work on a job or in any work place or to operate any equipment which he/she considers to be unsafe or

unhealthy. Any dispute as to whether a job or any workplace is unsafe or unhealthy shall be referred to the Workers' Compensation Board for final determination.

- (b) There shall be no loss of pay or seniority during the period of refusal. No employee shall be ordered or permitted to work on a job which another worker has refused until the matter is investigated and satisfactorily settled.
- (c) Such incidents shall be reported immediately to his or her supervisor.

#### **29.04 Workplace Violence**

The Board and Union agree that a Joint Health & Safety Policy to protect employees from violence in the workplace shall be attached to and form part of this agreement (Appendix "B").

#### **29.05 Administration of Medication**

- (a) The Board shall ensure that schools establish systems for administering medication and other medical procedures after consultation with parents, family physicians, the Public Health Nurse and the Medical Health Officer.
- (b) If isolation or other exceptional circumstances prevent the foregoing from being applicable and employees are requested to administer medication or other medical procedures, the following conditions constitute prerequisites:
  - 1. Employees volunteer to provide the service;
  - 2. Employees receive child specific training by appropriate health care personnel;
  - 3. A record of training shall be maintained by the Board;
  - 4. Ongoing reevaluation of training shall be conducted by the appropriate health care personnel;
  - 5. All procedures shall be in accordance with the Inter-Ministerial protocols and any updates thereto.  
Refer to Appendix "A"

#### **29.06 Contagious Diseases and Conditions**

An employee who, as a direct result of their employment, contracts a contagious disease (such as measles, mumps, chicken pox, lice, scabies, etc.), which is not compensable by Workers' Compensation Board, shall be paid at his/her full salary and shall not have days absent deducted from sick leave.

The costs of any non-prescription medications or equipment required in the course of treatment shall be reimbursed to the employee.

### **ARTICLE 30: TECHNOLOGICAL AND OTHER CHANGES**

#### **30.01 Advance Notice**

The Board shall give the Union as much notice as possible, and in any event not less than thirty (30) days notice, before the introduction of any technological or other changes or new methods of

operation which affect the rights of employees, conditions of employment, pay rates or work loads, in accordance with Article 11.01.

### **30.02 Training**

Where the Board requires new or greater skills than are already possessed by affected employees such employees shall, at the expense of the Employer, be given the required period of time to perfect or acquire the skills necessitated by the new method of operation. There shall be no reduction in wage or salary rates during the training period of any such employee and no reduction in pay upon being reclassified in the new position.

## **ARTICLE 31: JOB SECURITY**

### **31.01 Job Security**

Work or services presently performed by or assigned to the bargaining unit shall not be contracted out. This Article shall not apply to construction and renovation work when such work cannot be handled by the regular work force including employees on layoff, or the hiring of buses and drivers outside the District.

Where transportation services are requested by the schools for on-island extra-curricular trips, regular bus drivers shall have first refusal for the work provided that District equipment is available. The supervisor will be consulted to determine availability of district buses and drivers.

Where transportation for off-island extra curricular activities is requested by the schools and where district transportation equipment is available, regular bus drivers shall have first rights of refusal for the work. The supervisor will be consulted to determine availability of district buses and drivers.

### **31.02 Bargaining Unit Work**

Persons who are not in the bargaining unit shall not perform work within the jurisdiction of the bargaining unit, except in cases mutually agreed upon in writing by the Parties.

## **ARTICLE 32: SUBSTITUTE/CASUAL EMPLOYEES**

### **32.01 The Substitute/Casual Employee List**

- (a) The Board shall maintain a list of substitute/casual employees by category and subcategory as follows:
  - Clerical: Accounting, Secretarial
  - Paraprofessional: Classroom, Support Services
  - Operations: Custodial, Bus Driver, Maintenance
- (b) All names on the substitute/casual list shall be approved by the Secretary-Treasurer or designate.
- (c) Part-time regular employees who so request in writing, shall be placed on the list on an annual basis.
- (d) Part-time regular employee names shall be placed on the list first in order of seniority followed by substitute/casual employee names in order of application date, in accordance with Article 32.02 (b).

- (e) The substitute/casual list shall be made available to each school and the Union by October 1 in each school year and may be updated as required throughout the year.
- (f) In the event of an emergency where the substitute/casual list does not meet the needs of a job, the parties shall find a mutually agreeable alternative until a substitute/casual employee from the list is available.

In the event that a qualified substitute/casual employee is not available to fill a substitute/casual assignment, the position may be filled at a lower level until a qualified substitute/casual employee is available.

- (g) A substitute/casual employee shall be removed from the substitute/casual list:
  - (i) If unavailable for three (3) consecutive call-ins without a reasonable excuse such as illness or a previously scheduled appointment.
  - (ii) If he/she does not work any hours for six (6) consecutive calendar months.
- (h) A substitute/casual employee shall not lose seniority rights if they are absent from work because of a leave of absence approved by the Board

### **32.02 Job Opportunity**

- (a) Substitute/casual work assignments anticipated to be forty (40) or less consecutive working days shall be filled from the substitute/casual employee list on a rotating basis by assignment subject to qualifications, IEP recommendations and availability, and in accordance with article 32.02
- (b) Part-time regular employees on the list shall receive preference over substitute/casual employees for substitute/casual assignments at their own work location on a seniority basis subject to qualifications and availability (provided the requirements of the regular appointment are met).

### **32.03 Call-in of Substitute/Casual Employees**

The parties shall work out a mutually agreed process to implement contractual provisions.

## **ARTICLE 33: UNIFORM AND CLOTHING ALLOWANCE**

### **33.01 Wet Weather Clothing**

The Board shall issue for use (but to remain the property of the Board) gum boots and rubber clothing as deemed sufficient by the Board.

### **33.02 Protective Clothing**

Suitable protective clothing such as coveralls/smocks/rubber gloves shall be provided to each work location for the use of employees while operating equipment and as required by the duties of the position.

### **33.03 Protective Footwear Allowance**

The Board shall provide a protective footwear allowance, where required, for the purchase of protective footwear by Operations personnel in the amount of \$75.00 per employee per annum to be paid in November of each year.

## **ARTICLE 34: GENERAL CONDITIONS**

### **34.01 Bulletin Boards**

The Board shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

## **ARTICLES: 35 and 36**

N.A.

## **ARTICLE 37: GENERAL**

### **37.01 Copyright Infringement**

Any employee whose job requires the copying and/or reproduction of material shall not be held responsible for any copyright infringement violation incurred on behalf of the Board while performing required work.

## **ARTICLE 38: TERM OF AGREEMENT**

### **38.01 Term of Agreement**

This Agreement shall be binding and remain in full force and effect from the 1<sup>st</sup> day of July 2003 to the 30<sup>th</sup> day of June 2006.

The parties agree to exclude the operation of subsections (2) and (3) of the (S)50 of the Labour Relations Code.

### **38.02 Negotiations**

If negotiations extend beyond the anniversary date of this Agreement, both parties shall adhere fully to the provisions of this agreement during the period of bona fide collective bargaining.

### **38.03 Retroactive Provision**

All revisions to the Collective Agreement mutually agreed upon shall, unless otherwise specified, apply retroactively to the aforesaid anniversary date.

Articles 35 and 36 which appear in the master agreement of the Canadian Union of Public Employees, the contents of which do not appear herein, have no effect either by inference or intent on the interpretation or administration of this collective Agreement. **IN WITNESS WHEREOF** the Corporate Seal of the Board has been hereunto affixed, attested by the hands of its proper Officers in that behalf and has been executed by the duly authorized Officers of the Union the day and year first above written.

**THE CORPORATE SEAL** of the }  
**BOARD OF SCHOOL TRUSTEES** }  
**OF SCHOOL DISTRICT NO. 64** }  
**(GULF ISLANDS)** was hereunto }  
**affixed by and in the presence of:** }  
**(Originals signed by:)** }

May McKenzie }  
 Chairman }

Dawne Fennell }  
 Witness }

Rod Scotvold }  
 Secretary-Treasurer }

Dawne Fennell }  
 Witness }

**SIGNED and SEALED by the** }  
**President and Secretary of the** }  
**CANADIAN UNION OF PUBLIC** }  
**EMPLOYEES, LOCAL NO. 788.** }

Peter Price }  
 President }

Dawne Fennell }  
 Witness }

Michael Varey }  
 Secretary }

Dawne Fennell }  
 Witness }



**SCHEDULE "A"**

**JOB CLASSIFICATIONS AND PAY RATES**

<b>Job</b>	<b>Classification</b>	<b>July 1, 2006</b>	<b>July 1, 2007</b>	<b>July 1, 2008</b>	<b>July 1, 2009</b>
Building Service Worker (BSW)	Operations II, Custodial	18.88	19.26	19.65	20.04
Classroom Education Assistant (CEA), Library	Paraprofessional II, Classroom	18.88	19.26	19.65	20.04
Receptionist, School	Clerical III, Secretarial	19.59	19.98	20.28	20.79
BSW, Floor Specialist	Operations III, Custodial	19.59	19.98	20.28	20.79
Plant Service Worker	Operations III, Maintenance	19.59	19.98	20.28	20.79
CEA, Art Program	Paraprofessional III, Classroom	19.59	19.98	20.28	20.79
CEA, French Program	Paraprofessional III, Classroom	19.59	19.98	20.28	20.79
Secretary, Counselling	Clerical IV, Secretarial	20.50	20.91	21.33	21.76
Secretary, French Program	Clerical IV, Secretarial	20.50	20.91	21.33	21.76
Secretary, Plant Services	Clerical IV, Secretarial	20.50	20.91	21.33	21.76
Secretary, School	Clerical IV, Secretarial	20.50	20.91	21.33	21.76
Bus Driver	Operations IV, Bus Driver	20.50	20.91	21.33	21.76
Courier, Building Services Team Leader	Operations IV, Maintenance	20.50	20.91	21.33	21.76
Grounds	Operations IV, Maintenance	20.50	20.91	21.33	21.76
∂ Building, Painter	Operations IV, Maintenance	21.10	21.82	22.56	23.01
CEA, SLC Program	Paraprofessional IV, Classroom	20.50	20.91	21.33	21.76
Special Education Assistant I	Paraprofessional IV, Support Services	20.50	20.91	21.33	21.76
Accountant, Plant Services	Clerical V, Accounting	21.70	22.13	22.57	23.02
Central Dispatch, SBO	Clerical V, Accounting	21.70	22.13	22.57	23.02
District Support Services, Exec. Sec.	Clerical V, Secretarial	21.70	22.13	22.57	23.02
School Executive Secretary	Clerical V, Secretarial/Accounting	21.70	22.13	22.57	23.02
∂ Carpenter	Operations V, Maintenance	22.30	23.05	23.81	24.29
∂ Carpenter, Locksmith, Welder	Operations V, Maintenance	22.30	23.05	23.81	24.29
Grounds, Lead Hand	Operations V, Maintenance	22.30	23.05	23.81	24.29
CEA, Cafeteria Program	Paraprofessional V, Classroom	21.70	22.13	22.57	23.02
CEA, Technology Education Programs	Paraprofessional V, Classroom	21.70	22.13	22.57	23.02
Career Programs Student Advisor	Paraprofessional V, Classroom	21.70	22.13	22.57	23.02
Special Education Assistant	Paraprofessional V, Support Services	21.70	22.13	22.57	23.02
Accountant, General	Clerical VI, Accounting	23.16	23.62	24.09	24.57
Accountant, Human Resources	Clerical VI, Accounting	23.16	23.62	24.09	24.57
∂ Electrician	Operations VI, Maintenance	23.76	24.54	25.33	25.84
Information Technology Technician	Operations VI, Maintenance	23.16	23.62	24.09	24.57
∂ Mechanic-Transportation Supervisor	Operations VI, Maintenance	23.76	24.54	25.33	25.84

∂ = Trades Adjustments (Base rate + 2% + \$.60 in 2006; + 2% + \$.30 in 2007; + 2% + \$.30 in 2008; 2% added on to 2008 rate)

## SCHEDULE "B"

### JOB CLASSIFICATION GUIDELINES

(for information purposes)

#### A. Three (3) categories of work:

- Clerical: - Work involving office administration
- Operations: - Work involving care of facilities/equipment and driving a bus to transport children
- Paraprofessional - Work involving instruction/care for students

Each category of work encompasses three subcategories as follows:

- Clerical: - Accounting, Secretarial
- Operations: - Bus Driver, Custodial, Maintenance
- Paraprofessional: - Classroom, Support Services

#### B. Six (6) levels of work within each category: I, II, III, IV, V, VI:

The levels are universal to all categories of work.

The level of each job is determined by the aggregate points for the job considering the five factors – skill, responsibility, mental effort, physical effort and working conditions – per the CUPE Gender-Neutral Five Factor Job Evaluation Plan, in accordance with the Pay Equity agreements dated June 21, 1999 and April 4, 2001. The factors of skill and responsibility count 35% each and the factors of mental effort, physical effort and working conditions count 10% each toward the total points for the job. Aggregate points for the six levels are described in the table below.

Pay Level	Min. Points	Max. Points	Point Range Per Pay Level
I	1	50	49
II	51	70	19
III	71	94	23
IV	95	119	24
V	120	145	25
VI	146	174	28

#### C. The Five Factors:

##### 1. Skill

This factor measures the general **knowledge** and specialized, vocational, college or university training necessary, the total amount of practical **experience** required and also the amount of **judgement** required to perform the job duties.

##### 2. Responsibility

This factor measures **accountability** by the effect of actions that could cause a loss of time or resources; the degree of care required to **prevent injury or harm to others**; the extent to which an employee is required to **supervise the work of others**; the **contacts** necessary in **communicating** with others, in varying degrees (i.e., casual, informative, complaints or negotiations).

## SCHEDULE "B" – Continued

3. Mental Effort

The factor measures the period of time wherein **mental, visual and/or aural attentiveness** is required on the job. Consider both the length of time of attentiveness and also the frequency at which it occurs.

4. Physical Effort

This factor measures the amount of **physical effort** (i.e., light, medium and heavy) and duration required. Also the levels of manual **dexterity** by considering the elements of speed and/or accurate hand/eye (or hand/foot) coordination.

5. Working Conditions

This factor measures the type (minor, major) and frequency of **disagreeable conditions** under which an employee is required to carry out the job duties.

## SCHEDULE "C"

### PAY EQUITY MAINTENANCE PLAN

#### **I. The Gender Neutral Job Evaluation Plan:**

- (a) The parties to this Letter of Understanding have developed and agreed upon a Gender Neutral Job Evaluation Plan using the five-factor system for all jobs in the Collective Agreement.
- (b) The parties have agreed that implementation of Pay Equity adjustments will continue as long as Government Funds are provided.
- (c) This Letter of Understanding shall be read in conjunction with the Collective Agreement, in particular Article 27.
- (d) Pursuant to the Letter of Understanding dated June 21, 1999 the rates of pay and the pay levels for job classification and the appropriate point rating for each pay level agreed to for Pay Equity purposes are listed in Appendix A. This shall become Schedule "A" (Job Classifications and Pay Rates) in the Collective Agreement, subject to subsequent changes as agreed to between the parties.
- (e) The rates of pay for male dominated classifications shall be those shown in Schedule "A" (Job Classifications and Pay Rates).

#### **II. Job Classification and Reclassification (Article 27 of the Collective Agreement):**

- (a) If the re-evaluation of a job results in a reclassification at a lower pay level than the existing pay level, all incumbents of this job shall be identified as "red-circled".
- (b) Employees who are red-circled shall continue to receive general wage increases.
- (c) If the re-evaluation of a job results in a reclassification at a higher pay level than the existing pay level, all incumbents of this job shall have their pay adjusted retroactive to the date the Request for Review Form was submitted to the Joint Job Evaluation Committee. The earliest date possible will be the signing date of this letter of agreement.

#### **III. Arbitration:**

- (a) In the event the Joint Job Evaluation Committee is unable to reach agreement on any matter relating to the interpretation, application or administration of the Job Evaluation Program, the Committee shall advise the Employer and the Union within ten (10) working days.
- (b) 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.

**SCHEDULE "C" – Continued**

- (c) The arbitrator's fees and expenses will be borne equally between the parties.
- (d) The time limits contained within this Article may be extended by the mutual agreement of the parties.

**IV. Gender Equity and Wage Increase:**

The Employer and the Union agree to apply general wage increase in such a way that gender equity is maintained.

**LETTER OF UNDERSTANDING #1**

between

**THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 64 (GULF ISLANDS)**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 788**

**Self-Funded Leave Plan**

The Parties agree to establish a Joint Self-Funded Leave Plan Committee comprised of two (2) representatives from the Board and two (2) members from the Bargaining Unit within thirty (30) days of signing the Agreement.

The Joint Self-Funded Leave Plan Committee shall determine eligibility requirements and other matters as are required for the operation of this Plan. A report shall be submitted to the parties no later than June 30, 2010.

(Originals signed by:)

Signed this 31<sup>st</sup> day of May 2006.

Rod Scotvold  
Board

Peter Price  
CUPE Local 788

**LETTER OF UNDERSTANDING #2**

between

**THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 64 (GULF ISLANDS)**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 788**

**Voluntary Transfer**

In the event of unique and individual circumstances, an employee may request a voluntary transfer on a temporary basis to another position under the following conditions:

1. Transfer is completely voluntary on the part of both employees.
2. The employees shall continue to be appointed to their original positions during the transfer period.
3. The voluntary transfer shall be for a specific period of time and in any event shall not be longer than 2 years. At the end of 2 years, the transfers shall be made permanent or the employees will return to their original positions.
4. Either employee may, upon thirty (30) calendar days notice, return to their permanent position, thereby terminating the voluntary transfer.
5. A voluntary transfer shall only be implemented upon mutual agreement of the parties.

(Originals signed by:)

Signed this 31<sup>st</sup> day of May 2006.

Rod Scotvold  
Board

Peter Price  
CUPE Local 788

**LETTER OF UNDERSTANDING #3**

between

**THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 64 (GULF ISLANDS)**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 788**

**Work Experience**

The Parties agree that in order to participate in work experience placements of students or other persons, conditions covering such placements shall be jointly negotiated.

In the event that the parties are unable to reach an agreement on these conditions, no student or other person will be placed in a work experience situation within the School District.

(Originals signed by:)

Signed this 31<sup>st</sup> day of May 2006.

Rod Scotvold  
Board

Peter Price  
CUPE Local 788



**LETTER OF UNDERSTANDING #4**

between

**THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 64 (GULF ISLANDS)**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 788**

**Return to Work**  
**(Disability Accommodation)**

The Parties are committed to voluntary and effective initiatives to accommodate employees with disabilities which recognize the specific health needs of any employee who participates.

The parties agree to conclude a negotiated agreement no later than June 30, 2010 setting out conditions and guidelines governing the implementation of a jointly administered Return to Work Program.

(Originals signed by:)

Signed this 31<sup>st</sup> day of May 2006.

Rod Scotvold  
Board

Peter Price  
CUPE Local 788

**LETTER OF UNDERSTANDING #5**

between

**THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 64 (GULF ISLANDS)**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 788**

**Re: Wage Improvements Through Changes to the Collective Agreement**

The parties agree to consider seeking wage improvements by utilizing internal Collective Agreement changes that would be a net zero cost for the employer.

Changes in the Collective Agreement could include the payout of the Article 23.01, Sick Leave Accumulation and Accrual; Article 23.04, Sick Leave on Retirement; and Article 26, Retirement.

The Union will refer any actuarial statement prepared at the request of the district for authenticity.

Any savings identified by the implementation of this Letter of Understanding must be approved by the respective parties through their regular processes.

This Letter of Understanding will be in effect for the term of the Collective Agreement.

(Originals signed by:)

Signed this 31<sup>st</sup> day of May 2006.

Rod Scotvold  
Board

Peter Price  
CUPE Local 788

**LETTER OF UNDERSTANDING #6**

between

**THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 64 (GULF ISLANDS)**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 788**

**Special Education Assistants Selection Day**

The parties agree to institute a Selection Day for Special Education Assistants on the following conditions:

1. The process and procedures on the Selection Day will be determined by the Layoff and Recall Committee established pursuant to Article 17.03.
2. Article 17.04(c) Layoff Procedure shall not apply to Special Education Assistants until the Selection Day process has been completed.
3. The Selection Day will be scheduled on a day in the first week of June.
4. Special Education Assistants shall claim hours and positions on the Selection Day on the basis of seniority.
5. Special Education Assistants who are unable to claim a position on Selection Day shall be deemed to be laid off. The layoff notice period in Article 17.07 shall not apply. The Special Education Assistants shall have Layoff and Recall rights as set out in Article 17.04(c).
6. The parties will meet before March 1<sup>st</sup> to review the process and to recommend any changes to be made by mutual agreement.

(Originals signed by:)

Signed this 31<sup>st</sup> day of May 2006.

Rod Scotvold  
Board

Peter Price  
CUPE Local 788

**LETTER OF UNDERSTANDING #7**

between

**THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 64 (GULF ISLANDS)**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 788**

**Shift Differential**

Effective September 1, 2005, the parties agree that the shift differential applicable for Peter Price is one hour for the purposes of Article 18.01.4.

(Originals signed by:)

Signed this 31<sup>st</sup> day of May 2006.

Rod Scotvold  
Board

Peter Price  
CUPE Local 788

- Policy Number: 545
  - Policy Name: Administration of Oral/Topical Medication to Students (revision #2)
  - Date of Revision: 2003 11 12
  - Date of Original: 1981 05 31
- 

**Administration of Oral/Topical Medication to Students**

***Rationale:*** *The district recognizes that the parent or guardian is the primary care giver to their child and is responsible to administer or supervise self-administration of medication. However, there may be circumstances where medication must be administered in the school setting in order to allow for access to the educational program.*

**Policy**

The Board will ensure that adequate provisions are in place to deal with the administration of medication to students. Given explicit written direction and authority from the parent/guardian, the Principal or his/her volunteer designate will implement the necessary medical intervention to ensure reasonable safety and well being of the students.

---

***School District #64 (Gulf Islands)******PROCEDURE***

---

- Procedure Number: 545
  - Procedure Name: Administration of Oral/Topical Medication to Students
  - Date of Original: 2003 11 12
- 

**Administration of Oral/Topical Medication to Students**

1. Requests to the school district to administer medication (short-term or long-term) must be based on the student's requirement to receive medication during school hours to allow regular attendance.
2. The Principal has primary responsibility for ensuring the health, safety and well being of students during school hours.
  - (a) The Principal will inform the Public Health Nurse of the names of all students requiring medication so that instructions or training can be given as needed to the Principal or any staff who volunteer to administer the medication.
  - (b) Instruction to staff volunteers will be updated as needed by the Public Health Nurse, or by request of the Principal and records will be kept of such training. Instructions will be type written.
  - (c) The Principal must ensure that the parent and physician have signed the form from the Public Health Nurse and the form is upgraded as necessary.
  - (d) Medication(s) will be provided in original containers.
3. A log will be kept in the school of the dates and times of administration of medications or supervision of self-medication including any special circumstances and the names of the students concerned.
4. Each school in the district must have a Medical Alert Plan in place for medications needed on a long-term basis. That plan will meet the health and safety needs of the students it serves and will be posted in an appropriate place.
5. In emergency situations every employee has a duty to render assistance to a student, including the administering of medication where necessary.

***Refer to Policy #555 for "Students and Employees with Communicable Diseases".***  
***Refer to Policy #535 for "Life Threatening Allergies in the School".***

Notice of Motion: 2003 10 08

Adopted: 2003 11 12

Resolution No.: 69/03

- Policy Number: 523
  - Policy Name: Violence in the Workplace (revision #1)
  - Date of Revision: 1998 05 06
- 

### **Violence In The Workplace**

***Rationale:*** *The Board is committed to ensuring that it's schools, school grounds, district property, and transportation systems are violence-free so that district employees may work in safe environments.*

### **Policy**

The purpose of this violence prevention policy is to:

- reduce and try to eliminate incidents of violence against district employees;
- provide opportunities to allow students and district employees the opportunity to develop skills necessary to handle violent and potentially violent situations; and
- promote the long term prevention of violence in the work place.

Concerning Workers' Compensation Board requirements for protection of workers against violence in the workplace, this policy addresses verbal and physical acts of violence between a worker and any other person and includes any threatening statement or physical behaviour which gives a worker reasonable cause to believe that the worker is at risk of injury. A threat directed against a worker's family may be considered a threat against the worker for the purpose of this policy.



## APPENDIX "C"

### BUS DRIVERS

#### **I. Guidelines for Selecting Regular Routes:**

Prior to September school opening each year, regular bus drivers will meet in order to indicate their preference, in order of seniority, for routes for the coming year.

Drivers who will be absent shall give written notice prior to the meeting, stating their preferred routes, in order of priority.

#### **II. The Manager of Plant Services is responsible for making the final decision regarding assignment of routes.**

#### **III. Selection of Bus Drivers for Field Trips:**

Field Trips shall be defined according to District Policy for curricular, educational and sports trips for District students.

Field trips will be assigned to regular participating bus drivers on a rotational basis. Substitute/casual drivers may perform field trips when regular bus drivers are unavailable or unable to do the field trip. Field trips and total field trip hours accumulated for each driver will be posted bi-monthly. Drivers will be notified as soon as possible regarding field trips.

Wherever possible, field trips will be assigned in a manner which will avoid payment of overtime.

#### **IV. Day & Overnight Field Trips Defined:**

- (a) A day field trip is defined as any trip which is completed in one (1) working day.
- (b) An overnight field trip shall be defined as any field trip where the bus driver is required to stay more than one (1) working day.
- (c) Drivers on an overnight field trip shall be given an expense allowance on a per diem rate based on Board Policy. Drivers shall be provided reasonable single accommodation.
- (d) Overnight field trips shall be paid on the following schedule:
  - First Day - 8 hours minimum then overtime
  - Second Day - 10 hours straight time minimum
  - Each Consecutive Day - 10 hours straight time minimum
  - Last Day - 8 hours minimum then overtime

National Safety Code shall take precedence in limiting the number of hours worked per day, with the necessary rest periods.

**APPENDIX “C” – Continued**

(e) For clarification, the regular work week, as per Article 19.01 of the Collective Agreement, shall be separate from the out-of-town and overnight field trip hours, to prevent cumulative overtime rates.

(f) The scheduled work week shall be from 12:01 a.m. Sunday until 12:00 p.m. Saturday.

(g) Day field trips shall be paid as follows:

Hours over forty (40) hours per week shall be paid at time and one half from 40-48 hours inclusive and at double time thereafter.

Saturday and Sunday field trips shall be paid a minimum of four (4) hours.

Evening Field trips shall be paid a minimum of two (2) hours.

Day field trips over eight (8) hours will be paid at overtime rates as per Article 19.01.

If a "call-out" is necessary to obtain a driver, provisions of Article 19.03 apply.

APPENDIX "D"

June 6, 2000

Ref. No. 116240

Irene Holden  
Labour Relations Board  
900 – 360 West Georgia Street  
Vancouver, BC V6B 6B2

and

Vince Ready  
650 – 475 West Georgia Street  
Vancouver, BC V6B 4M9

Dear Irene Holden and Vince Ready:

Re: Industrial Inquiry Commission concerning settlement Collective Agreement  
Between British Columbia Public School Employers' Association  
(and Member School Districts) and School District Support Staff Trade Unions  
(IIC #2)

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

I understand that you intend to use those recommendations for the basis of your binding decision in accordance with your powers under the Public Education Support Staff Collective Bargaining Assistance Act (the "Act").

I note, as well, that you make reference to certain items which the government has agreed to fund. I wish to affirm, for all parties to the collective agreement or to the documents deemed to be a collective agreement under the Act, that the government commits to fund as follows:

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

.../2

**APPENDIX “D” – Continued**

- Page 2 -

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

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

Sincerely,

Paul Ramsey  
Minister of Finance and  
Corporate Relations

**\*Copied as per letter signed by Paul Ramsey**

## APPENDIX "E"

### **Letter of Understanding (LOU)**

**Between**

**BC Public School Employers' Association**

**And**

**School District #64 (Gulf Islands)**

**And**

**Canadian Union Of Public Employees, Local 788**

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.

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**

16. 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.

17. 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

18. The funding will be available to all support staff employees whose bargaining agents become signatories to this Letter of Understanding.
19. 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.
20. 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.
21. 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**

22. 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

23. 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.
24. 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**

25. 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**

26. During this round of collective bargaining, representatives of the support staff unions raised concerns with educational assistants working hours and not being paid.

27. 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**

28. 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.
29. 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.
30. 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**

31. 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

(Originals signed by:)

AGREED TO THIS 31<sup>ST</sup> DAY OF MAY 2006

Rod Scotvold  
On behalf of the Board

Peter Price  
On behalf of the Union