



THIS AGREEMENT dated for reference 1st day of July 2006

between

**THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT No.69 (QUALICUM)**

(hereinafter called the "Board")

PARTY OF THE FIRST PART

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 3570**

(hereinafter called the "Union")

PARTY OF THE SECOND PART

WHEREAS it is the desire of both parties to this Agreement:

- (a) To maintain and improve the harmonious relations and settled conditions of employment between the Board and the Union;
- (b) To recognize the mutual value of joint discussions and negotiations;
- (c) To encourage efficiency in operation;
- (d) To promote the morale, well-being, and security of all the employees in the bargaining unit of the Union:

AND WHEREAS for the purpose of implementing the spirit and intent of the foregoing, it is agreed that changes in policy affecting the employees' security will be discussed with the Union prior to implementation;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

The Board reserves the sole right to hire and place employees subject only to the reservations as contained in this agreement.

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## 1. **DEFINITIONS**

### 1.1 **Call-Out**

A call-out occurs only when an employee is brought back to work after having officially completed his/her duties for the day of the week and has left the job in a normal manner.

### 1.2 **Continuing Position**

A position which is defined by a regular schedule of work and is maintained from year to year.

### 1.3 **Designated Alternate**

A designated alternate is a Education Assistant or Child and Youth Care Worker who works at the same location as an absent Education Assistant or Child and Youth Care Worker and who is designated by the supervisor to perform specialized tasks which require training or familiarization during the Education Assistant or Child and Youth Care Worker's absence.

### 1.4 **Layoff**

A reduction in the regular schedule of work of a continuing position. Employees in a continuing position are not considered laid off during school break periods.

### 1.5 **Preferred Spare** *(also in Article 17.3)*

A preferred spare is as defined in Article 17.3.

### 1.6 **Probationary Employee**

An employee who is serving a probationary period. Such employees may be terminated for just and reasonable cause at any time during the probationary period.

### 1.7 **Probationary Period**

A period during which the Board assesses an employee for his/her suitability for continued employment with the Board. This period shall encompass up to sixty-five days (65) of the employee's working days in a continuing position.

### 1.8 **Regular Employee**

An employee who has completed his/her probationary period.

### 1.9 **Resignation**

Any voluntary termination of employment other than retirement.

### 1.10 **Retirement**

Is the termination of employment in conformity with the provisions of the Pension (Municipal) Act, or an employee must retire on attaining his/her 65th birthday.

**1.11 Seniority**

The length of service within the bargaining unit and is calculated from the first day worked by the employee. The first day worked is subject to amendment as provided elsewhere in this agreement. Seniority is attributable to spare, probationary and regular employees only.

**1.12 Spare Employee**

An employee who maintains a position on a spare list and who is not a regular employee.

**1.13 Spouse**

A lawful husband and wife, or person of the same or opposite sex living in a common law relationship with the employee. A common law relationship will exist when, for a continuous period of at least one (1) year, an employee has lived with a person in a relationship of some permanence as a couple, lives and intends to live with the person as a couple and signs a statutory declaration to that effect if required by an insurance benefit carrier.

**1.14 Temporary Employee**

An employee who is hired to fill a Temporary Vacancy and who is not a probationary, regular or spare employee. In the event a temporary employee completes sixty-five (65) working days of continuous employment in the same position, seniority will be effective from the first day worked.

**1.15 Temporary Vacancy**

A vacancy resulting from the temporary absence of a regular employee from a continuing position, or, a vacancy which is expected to be of limited duration and is necessitated by a temporary increase in workload.

Vacancies of this nature shall be filled as indicated in Article 16.8 (Temporary Vacancies).

**1.16 Trial Period**

A trial period is as defined in Article 16.11 (Trial Period).

**2. MANAGEMENT RIGHTS**

The management of the work force and of the methods of operation is vested exclusively in the Board, except as otherwise specifically provided in this Agreement, and subject to grievance procedure.

### **3. RECOGNITION AND NEGOTIATIONS**

#### **3.1 Recognition of Bargaining Agency**

The Board recognizes the Union as the sole bargaining agency for those employees for whom the Union has been certified, with the exception of those employees excluded by provincial statutes and/or regulations or by mutual agreement.

#### **3.2 Work of the Bargaining Unit**

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases mutually agreed upon by the Parties, or in cases of emergency.

#### **3.3 No other Agreement**

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

#### **3.4 Terms and Conditions**

Acceptance of employment shall constitute acceptance of terms and conditions set out in this Agreement.

### **4. NO DISCRIMINATION/HARASSMENT**

4.1 There will be no discrimination against any employee covered by this agreement on the basis of race, colour, creed, age, physical handicap, sex or sexual orientation, religious or political affiliation, national origin, marital status, parental status or participation in the lawful activities of the Union. Terms in this article shall have the meaning ascribed by the Human Rights Act of British Columbia.

#### **4.2 Union Activities**

The Board shall not discriminate against any member of the Union by reason of Union activities of such Union.

#### **4.3 Harassment/Sexual Harassment**

- a. All employees have the right to work without personal harassment or sexual harassment.
- b. Any complaint alleging personal harassment or sexual harassment will be dealt with in the grievance/arbitration procedure and will commence at Step 2 if the complaint is against a Supervisor.
- c. Personal harassment shall be defined as repeated, intentional, offensive comments and/or actions designed to demean and/or belittle an individual, and shall not include normal day to day supervisory or disciplinary action.

- d. Any complaint alleging sexual or personal harassment shall be dealt with in the strictest confidence by the Board and the Union.

## **5. UNION SECURITY**

### **5.1 All employees to be members**

- a. The Board agrees that all present employees covered by the terms of this Agreement shall, as a condition of continued employment, become and remain members of the Union.
- b. The Board shall require all new employees to execute an Assignment of Wages, the forms to be supplied by the Union.
- c. All new employees covered by the terms of this Agreement shall not later than 30 days after first commencing employment become and remain members of the Union as a condition of employment.

### **5.2 Failure to Comply**

In the event that an employee fails to comply with the provisions of Clause 5.1 above, the Board shall forthwith terminate his employment.

### **5.3 Dues receipts**

The employer shall report on the employee's T4 supplementary the amount of dues deducted in the calendar year.

### **5.4 Regional or National Union Representatives**

The Union shall have the right, at any time, to have the assistance of regional or national representatives of the Canadian Union of Public Employees when dealing with the Board. Regional and National representatives shall have access to the Board's premises, providing the representatives shall first request access from the Secretary Treasurer.

### **5.5 Resolutions and Reports of the Board**

The Union shall be notified of any Board decision affecting the Union before the Board implements the decision so as to afford the Union a reasonable opportunity to respond.

## **6. CHECK-OFF UNION DUES**

### **6.1 Written Assignment**

The Board agrees to honour a written assignment of all dues and assessments and will forward all moneys so deducted to the Treasurer of the Union. The Union agrees to supply the Board with a letter stating that the assessment was duly authorized at a general meeting with the date of the meeting indicated.

## **6.2 Deductions**

Deductions shall be made at the end of the payroll period and shall be forwarded to the Secretary Treasurer of the Union not later than the 15th day of the month following, accompanied by a list of the names and addresses of all employees from whose wages the deductions have been made.

## **7. THE BOARD SHALL ACQUAINT NEW EMPLOYEES**

### **7.1 New Employees**

The Board agrees to acquaint new employees with the fact that an Agreement between the parties is in effect and with the conditions of employment set out in the Articles dealing with Union Security and deductions of Union Dues.

### **7.2 Notification of New Employees**

The Board agrees to notify the Union Secretary of the name, address, position and location of each new employee within five (5) working days of their date of employment.

### **7.3 Letter of Obligation**

The Union agrees to give the Board a letter for issuance to each new employee setting out his or her obligation to the Union.

## **8. CORRESPONDENCE**

### **8.1 Exchange of Correspondence**

Any correspondence arising out of this Agreement or incidental thereto shall be copied to the Secretary Treasurer of the Board and the Union Secretary.

### **8.2 Notification to Board**

The Union shall notify the Board of the names of members of committees and shop stewards within fourteen (14) days after their election or appointment.

## **9. SPARE EMPLOYEES**

### **9.1 Lists for spare employees**

The following lists for spare employees will be established and spare employees will be called in rotating order providing they possess the necessary qualifications for the position:

- a. Custodial
- b. Transportation
- c. Maintenance
- d. Student Support Services
- e. Clerical

**9.2 Availability**

Spares shall make themselves available for calls between Monday and Friday during a specified period of time which will be no longer than two hours. When changes of the specified hours are required, they shall be made by mutual agreement between the parties. Such agreement shall not be unreasonably withheld. The Board will advise spare employees, in writing, of the specific hours during which they are required to be available for a callout. Spare employees will be notified, in writing, should the specific hours be changed.

**9.3 Weekend Work**

a. For the purposes of an early call for non-commercial work performed on weekends by Custodial Spares, there shall be two separate lists. One list shall be for weekend work and one list shall be for the regular work week. For weekend work, Custodial Spares shall be called on a rotational seniority basis. A refusal or unavailability for weekend work does not constitute a failure to respond.

b. Commercial use is defined as organizations which charge their membership/participants and involve paid organizers and/or instructors who are funded either directly or on a fees for services basis. Profit seeking enterprise. (Political or religious organizations are included in this group.)

c. Non-commercial use shall be any other use.

**9.4 Failure to Respond to Callouts**

Spare employees who fail to respond to three (3) consecutive calls or five (5) calls within a school year will have their name removed from the list unless such failure to respond was due to illness supported by a medical certificate or the spare employee was on an approved leave of absence granted by the Human Resources Manager or Secretary Treasurer.

**9.5** The Secretary Treasurer may remove a spare employee's name from the spare list if the spare employee's performance is unsatisfactory provided that a written warning has been given in accordance with Article 14.2 (Warning).

**9.6 Seniority**

Seniority shall be effective from the most recent date of appointment.



**9.7 Benefits**

Spare employees who post into a Temporary Vacancy of six (6) months or more in duration will be entitled to the following benefits:

- a. Jury Duty (Article 24.5)
- b. Bereavement Leave (Article 24.6)
- c. Compassionate Leave (Article 24.7)
- d. Care of Immediate Family (Article 24.8)
- e. Sick Leave (Article 23.1) for accrual use only while on long term Temporary Vacancy(s) or a future regular position.

**9.8** For False Bay School only, spare employees having the necessary qualifications may be on more than one spare list.

**10. COLLECTIVE BARGAINING**

**10.1 Bargaining Committee**

A bargaining committee shall be appointed by each party as required.

**10.2 Function of Bargaining Committee**

Negotiation of all matters of mutual concern pertaining to rates of pay, hours of work and working conditions shall be referred to the bargaining committee.

**10.3 Meeting of the Joint Bargaining Committee**

In the event that either party requests a meeting of the Joint Bargaining Committee, such request shall be made in writing and shall indicate the subject matter proposed for discussion. The meeting shall be held at a time and place within ten (10) working days or such other time as agreed to by the parties.

**10.4 Time Off for Joint Bargaining Committee Meetings**

Five (5) representatives of the Union in the employ of the Board shall have the privilege of attending Joint Bargaining Committee meetings held within working hours without loss of remuneration.

**10.5 Technical Information**

The Board shall make available to the Union information regarding job descriptions, positions in the bargaining unit, job classifications, wage rates, pension and employee benefit plans required for collective bargaining purposes on request within a reasonable length of time.

**11. LABOUR MANAGEMENT LIAISON COMMITTEE**

**11.1 Establishment of Committee**

- a. A Labour Management Liaison Committee shall be established consisting of representatives of the Union and representatives of the Board.

- b. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.

### **11.2 Function of the Liaison Committee**

- a. The Committee shall be self-determining in its terms of its function and shall concern itself with discussing matters of mutual concern regarding the application, interpretation or implementation of the Collective Agreement.
- b. Either the Union or Management may request a Liaison Committee Meeting to discuss matters determined to be part of its function.
- c. The Liaison Committee shall not supersede the activities of any other committee.

### **11.3 Labour Management Liaison Committee**

Minutes shall be kept of each meeting and signed by the Joint Chairpersons as promptly as possible. Each party shall alternate in the taking of minutes. Items from the previous agenda and minutes shall be dealt with before any new business will be considered.

### **11.4 Jurisdiction of the Liaison Committee**

- a. The Liaison Committee shall have jurisdiction over wages and any matter of collective bargaining, including the administration of the Collective Agreement.
- b. The Liaison Committee shall have the power to make recommendations to the Union and the Board with respect to its discussions and conclusions.

## **12. GRIEVANCE PROCEDURE**

If at any step throughout the grievance procedure, the parties mutually agree that if it is not within their ability to resolve the grievance, they may waive the grievance to the next step of the grievance procedure.

### **12.1 Step 1**

Where the Union believes there has been a violation of the Collective Agreement, they shall submit to the Human Resources Manager a completed Union Grievance Form. The employee and up to two (2) Union representatives shall meet with the appropriate Board representative within five (5) working days of the receipt of the Grievance Form. The Board's representative may be joined by up to two (2) Board representatives. The Board representative will make a formal written response within five (5) working days. A copy of the response shall be forwarded to the Secretary Treasurer and the Union Secretary.

## **12.2 Step 2**

If the grievance is not resolved at Step 1 within five (5) working days of the Step 1 response, the grievor and up to two (2) Union representatives may present the grievance to the Secretary Treasurer or designate who shall have five (5) working days to attempt to resolve the grievance, and who shall make a formal written response during that time. The Secretary Treasurer or designate may be joined by up to two (2) Board representatives.

## **12.3 Step 3**

- a. If the grievance is not resolved at Step 2, the Union will advise the Secretary Treasurer, in writing, within fifteen (15) working days of the Step 2 response that the Union wishes to proceed to Step 3.
- b. The Step 3 grievance shall be referred to an In-Camera meeting of the Board and the Board shall render its decision, in writing, within fifteen (15) working days.

## **12.4 Step 4**

If the grievance is not resolved within a further ten (10) working days following the Step 3 response, the grievance may be referred to arbitration in accordance with Article 13 (Arbitration) of this Agreement.

# **13. ARBITRATION**

## **13.1 Composition of Board of Arbitration**

Should a dispute not be resolved in accordance with Article 12 above within ten (10) working days of the matter being processed by the grievance committee, then the matter shall be referred to a Board of Arbitration of three (3) members. One (1) member shall be appointed by the Board and one (1) by the Union within thirty (30) working days. The third member shall be Chairperson of the Arbitration Board and shall be appointed by the two (2) members appointed by the parties.

## **13.2 Failure to Appoint**

Should the parties' appointees be unable to agree on a Chairperson within five (5) days of the appointment of the member last appointed, then the Chairperson shall be appointed by the Minister of Labour for the Province of British Columbia.

## **13.3 Decisions of the Board**

- a. The majority decision of the Board of Arbitration shall be final and binding upon the Board, the Union and the employee(s) concerned.

- b. Should the Board of Arbitration find that an employee has been suspended or terminated for other than proper cause, the Board of Arbitration may direct the School Board to reinstate the employee and pay to the employee a sum equal to the wages or salary lost by such suspension or termination, or such lesser sum as in the opinion of the Board of Arbitration is fair and reasonable.

#### **13.4 Single Arbitrator**

Notwithstanding the above, the parties may by mutual agreement, refer the dispute to a single arbitrator, with each party paying one-half (½) of the cost of such single arbitrator. The single arbitrator shall have the same powers as an Arbitration Board.

#### **13.5 Amending of Time Limits**

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

#### **13.6 Expenses of the Board**

Each party shall pay the expenses of their appointee and one-half (½) of the expenses of the Chairperson.

### **14. DISCIPLINE, SUSPENSION AND DISCHARGE**

#### **14.1 Notification**

- a. 1. An employee may, for just and reasonable cause, be disciplined or suspended without notice. Employees so disciplined or suspended shall have recourse to the grievance procedure.
  2. Management staff shall have the right to discipline or suspend without notice, for just and reasonable cause, within the departments under their respective jurisdictions.
  3. The Secretary Treasurer and the Union Secretary shall be notified in writing within two (2) working days of any discipline, which will form part of the employee's personnel file, or suspension action taken by management staff.
- b. Management staff shall include District Administrative Staff, Principals, Vice Principals and District Principals. The Board will provide the union with a revised list of District Administrative Staff as changes occur.
  - c. The Secretary Treasurer, or in his absence the Superintendent of Schools, has the right to dismiss without notice, for just and reasonable cause.

#### **14.2 Warning**

- a. Prior to imposition of further discipline as identified in 14.1.a. (Notification) above, the Secretary Treasurer or his designate shall meet with the employee and Union representation, to discuss the reasons for considering such further action;
- b. Employees so disciplined, suspended or discharged shall have recourse to the grievance procedure;
- c. Except in cases of proper cause, at least one (1) written warning shall be given before dismissal action is taken.

#### **14.3 Suspension**

Unless otherwise decided under grievance procedure, suspension shall mean loss of pay for the time or duration of the suspension.

#### **14.4 Limitation**

In subsequent grievance procedures, including arbitration, the parties shall be limited to such grounds as were discussed in the meeting with the Secretary Treasurer or his designate.

#### **14.5 Failure to Grieve**

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

#### **14.6 Crossing of Picket Lines**

Employees shall not be required to cross any picket line legally established and maintained under the statutes of British Columbia. The Union agrees to seriously attempt to get permits from the picketing Union to allow School Board employees to carry out normal functions.

#### **14.7 Hot Cargo**

Members of the Canadian Union of Public Employees, Local 3570, employed by School District No. 69 (Qualicum) will not be required to handle the products of a firm that have been declared "Hot" by an edict issued by the B.C. Federation of Labour. Products already ordered or purchased, in transit or on hand prior to the commencement of such an action shall not be considered as "Hot Cargo".

### **15. SENIORITY**

#### **15.1 Operation of Seniority**

Seniority shall operate on a bargaining unit wide basis.

## **15.2 Seniority List**

An up-to-date seniority list showing members' names and seniority dates shall be posted on all designated bulletin boards in February and October of each year. A copy shall be sent to the Union Secretary of the Union. Any changes during the rest of the year shall be sent in writing to the Union Secretary.

## **15.3 Loss of Seniority**

- a. An employee shall continue to accrue seniority rights if absent from work because of sickness, disability, accident or an approved leave of absence.
- b. An employee shall continue to accrue seniority rights for twenty-four (24) calendar months from the date of layoff or termination for other than proper cause.
- c. An employee shall lose his seniority or continuous service in the event that he is dismissed for just and reasonable cause, or resigns.

## **15.4 Transfer and Seniority Outside the Bargaining Unit**

- a. If an employee assumes an excluded position outside of the bargaining unit, the employee shall retain their seniority accumulated up to the date of leaving the unit but will not accumulate any further seniority for the purposes of this Collective Agreement during employment in an excluded position.
- b. Employees who desire to return to the bargaining unit shall only return through the posting procedure to a position they are qualified to fill.
- c. Seniority in the bargaining unit and service accrued in an excluded position shall be combined for the purposes of vacation (Article 22), retirement benefits (Article 26) and sick leave entitlement (Article 23).

## **16. PROMOTIONS AND STAFF CHANGES**

### **16.1 Seniority**

- a. In making promotions, transfers, or filling vacancies, appointment shall be made of the applicant with the greatest seniority and having the required ability and qualifications.
- b. An employee who is registered and/or enrolled in a course to qualify for a posted position shall be entitled to five (5) working days from the close of the job posting to achieve any qualifications needed to fulfill the requirements of the position.
- c. An employee must indicate on the job posting application that the qualification will be completed within five (5) working days.

## **16.2 Notification of Vacancies**

- a. The Union Secretary shall be notified in writing of all vacancies or new positions occurring within the system.
- b. The posting of job vacancies shall be carried out as follows:
  1. **Postings during July and August**  
Postings to be mailed to all employees to coincide with the first Board pay day in July and August. These postings shall have a ten (10) working days closing period.
  2. **Postings for September to June**  
The postings for the balance of the year shall coincide with the Board pay days and shall be posted on CUPE Bulletin Boards at each work site on the pay days for a period of five (5) working days prior to an appointment being made.
  3. It is clearly understood that postings will only be issued by mail in the above noted months of July and August.

## **16.3 Appointment**

The Board will notify the successful applicant within five (5) working days of the close of the posting whenever possible.

A letter of appointment to the successful applicant shall follow with a copy to the Union Secretary.

## **16.4 Summer Work List (July to August)**

The Board shall post internally for a summer work list. Qualified internal applicants will be placed on a summer work list and will be called by seniority in rotating order for available summer work. Existing Maintenance Spares shall have priority over the summer work list for summer work.

## **16.5 Posting a Position of Less Than 10 Months Duration**

- a. Prior to posting a continuing position of less than ten (10) months duration, the matter will be referred to the Labour Management Liaison Committee and the reasons for the duration of the position will be justified.
- b. If there is no mutual agreement that the position should be posted as less than ten (10) months, the provisions of the Collective Agreement shall apply.
- c. For the purposes of this article, ten (10) months shall be the equivalent of a school year.

#### **16.6 Posting While on Workers' Compensation Board Leave**

- a. Employees who are on Workers' Compensation Board Leave shall have the right to apply for posted positions. If the employee is the senior qualified applicant and is unable to commence the position when required, a committee comprised of an equal number of representatives, inclusive of the employee, shall meet within five working days or at a time mutually agreed by the parties, to discuss the criteria as it relates to the employee and the particular position. Resource people may be used to provide information to the Committee.
- b. The criteria that shall be considered will recognize the length of time that the employee will remain on WCB leave, the type of work of the posted vacancy, and the reasonableness of having another employee temporarily filling the vacant position until the employee on WCB leave is able to return to work.
- c. The employee must agree to share medical information from the WCB and/or the employee's physician concerning the employee's future ability to perform the work of the vacant position, and the medical prognosis for the employee's return to work, including estimated time for return to work.
- d. If the senior qualified applicant does not receive the position, the Board shall inform the employee and the Union, in writing, as to the reasons.
- e. Any arbitration arising out of the administration, interpretation or application of this clause shall be resolved on an expedited basis using Donald R. Munroe, QC, or, if unavailable, such other person as mutually agreed to by the parties. This arbitrator shall conduct a mediation/arbitration without prejudice or precedent using such procedures as they deem appropriate.

#### **16.7 Posting Temporary Vacancies for Union Executive Activities**

A temporary vacancy may be posted for a designated replacement for Union Executive Officers when absent due to Union business plus other regular absences, including sick leave, annual vacation or leaves of absence.

#### **16.8 Temporary Vacancy**

When a temporary vacancy occurs and is to be filled by the Board, it shall be filled in the following manner:



- a. if the vacancy is to be thirty (30) working days or less, employees in that classification at the work site shall be offered the vacancy on a seniority basis. For Education Assistants and Child and Youth Care Workers, this clause shall only apply after the fifth working day, except in cases where there is a designated alternate. For Bus Drivers, this clause shall only apply after the fifth working day, unless a vacancy is known in advance to be five working days or more.
- b. a spare may be assigned to fill any vacancy resulting from movement in 16.8.a. above.
- c. if there are no qualified persons at the work site who wish to take the temporary vacancy, a spare will be assigned.
- d. if the temporary vacancy is to be more than thirty (30) working days, it shall be posted to CUPE employees as a temporary vacancy. Regular, probationary or spare employees applying for a temporary vacancy must be available for the duration of the posting. Regular, probationary or spare employees filling a temporary vacancy may only bid out of that position for a continuing position.
- e. no more than two temporary vacancies shall be posted as a result of a temporary vacancy being created.
- f. any subsequent vacancies shall be filled by spare Board employees unless the chain of postings is extended by mutual agreement.
- g. upon conclusion of the temporary vacancy the employee filling the temporary vacancy (whether regular, probationary or spare) shall return to his/her previous position.

#### **16.9 Extensions of Temporary Vacancies**

In the case where circumstances require a temporary vacancy to be extended it shall be by mutual agreement of the parties.

#### **16.10 Vacancy Not Filled**

Where a job vacancy occurs and the vacancy is to be filled by the Board or a new position is created by the Board, such vacancy or new position shall be posted within ten (10) working days as set out above. Temporary vacancies to be filled shall be filled in accordance with Article 16.8. If a vacancy is not to be filled by the Board, the Board shall advise the Union, in writing, of such decision within ten (10) working days of the vacancy occurring.

### **16.11 Trial Period**

- a. A trial period occurs when a regular employee changes classification. Such trial period shall be for a period of up to sixty-five (65) of the classification's working days. Evaluations of employees shall be done by management staff and may include, where appropriate, information received from teachers. If the change in classification is not mutually confirmed, the employee shall revert to the classification and position held prior to the change. For the purposes of this section the word classification shall be as per Schedule B.
- b. If an extension of the trial period is requested, it shall be done by mutual agreement between the Board and the Union.

### **16.12 Increase in Hours**

- a. Any increase in hours to an existing position approved by the Secretary Treasurer, up to the limits set out in the Collective Agreement, shall be made by the Board and written notice given to the incumbent.
- b. The incumbent shall notify the Human Resources Manager of acceptance or refusal of the increased hours, in writing, within five (5) working days from the notice of increase being received. If the incumbent wishes to refuse the increased hours, the incumbent shall then be laid off in accordance with Article 17 of the Collective Agreement, and the resulting vacancy with the increased hours shall be posted and filled as per Article 16 of the Collective Agreement.
- c.
  1. Any Education Assistant or Child and Youth Care Worker position may be increased once during the school year (July 1 - June 30) up to five (5) hours per week. Such an increase will be offered by seniority at the work site subject to the availability of the Education Assistant or Child and Youth Care Worker at the time of the increase. This increase will be the result of either a new student being identified in a special education category (Ministry of Education) or by the increased needs of a current student or students. The District Principal of Special Education will be responsible for identifying the need for the increase and for the implementation of the increase.
  2. Any position, other than an existing Education Assistant or Child and Youth Care Worker position, may be increased during the school year (July 1 - June 30) by up to five (5) hours per week without being subject to challenge. Any single or combined increase beyond the maximum during the school year must go through the challenge process.

- d. If the incumbent is willing to accept an increase that is subject to challenge, the Board shall notify the Union and all employees covered by the Collective Agreement, in writing, of the increase in hours. This notice of challenge will be by posting for five (5) working days.
- e. During the challenge period, any other employees who have the qualifications and are more senior than the incumbent shall indicate their intent to challenge by completing a Posting Application Form within the timeline specified on the posting.
- f. If there has not been a successful challenge, the incumbent shall formally be assigned the increased hours. If a challenge in accordance with this Article is successful, the incumbent will be laid off as per Article 17 of the Collective Agreement.

**16.13 Joint Education Assistant/Child and Youth Care Worker Posting Committee**

From time to time certain concerns need to be addressed regarding the assignment of Education Assistants or Child and Youth Care Workers to specific special needs students.

- a. A Joint Education Assistant/Child and Youth Care Worker Posting Committee will discuss the specific requirements of the vacancy to be posted.
- b. The composition of a Joint Education Assistant/Child and Youth Care Worker Posting Committee (the "Posting Committee") shall consist of the Director of Instruction, an Administrative Officer from the school, a Union representative and the Education Assistant or Child and Youth Care Worker Shop Steward. Resource people may be used to provide information to the Posting Committee.
- c. The additional requirements that may be considered are:
  - 1. gender specification
  - 2. language requirements
  - 3. cultural background
  - 4. physical requirements
  - 5. and any other requirement mutually agreed to by the Joint Teacher Assistant/Child and Youth Care Worker Posting Committee.
- d. The Board shall determine which applicants meet the additional requirements through an interview process in the presence of a Union representative following an orientation to the position.
- e. If the senior applicant(s) does (do) not receive the posting after having met the qualifications, s/he/they shall be informed in writing as to the reasons.

- f. An unsuccessful senior applicant shall have the right to grieve the decision of the Board.

**16.14 Temporary Job Postings**

Posting of vacancies for Education Assistants and Child and Youth Care Workers that occur after the first pay period in October shall be posted as Temporary Vacancies to the end of the school year.

**16.15 Students Changing Schools**

When an Education Assistant or Child and Youth Care Worker elects to move with his/her assigned student to another school a vacancy is deemed not to have resulted from the student's change of school.

**16.16 Education Assistant/Student Relationship**

If situations arise when an Administrative Officer believes the Education Assistant and special needs student relationship is proving unsatisfactory and the Administrative Officer can support his/her opinion with documentation, the following procedures shall be followed:

- a. The Administrative Officer shall make a written submission, including documentation, to the "Posting Committee" referred to in Article 16.13 of the Collective Agreement.
- b. The Posting Committee shall review the submission and determine its validity.
- c. If the Posting Committee determines that the Education Assistant/student relationship is unsatisfactory, the affected Education Assistant will be given the opportunity to exercise his/her seniority rights in accordance with Article 17 of the Collective Agreement.
- d. If the Posting Committee is unable to determine the validity of the case presented by the Administrative Officer, the Posting Committee shall invite a mutually agreed upon, independent third party who is a professional bound by a code of ethics, to assist in assessing the case and, if required, to make a determination whether or not the relationship should continue.

**16.17 Education Assistant Providing Service to Students at Home**

- a. If a student requires an Education Assistant to provide service at home, the matter shall be referred to the Posting Committee (as defined in Article 16.13 Joint Education Assistant/Child & Youth Care Posting Committee). Home service delivery is to meet the educational needs of the student.

- b. The Posting Committee shall determine the home service time necessary per day but it will not exceed two hours per day in the home. In the fourth week of the home service delivery assignment, the Posting Committee will meet to review the prognosis. Continuation of home service delivery is dependent upon the decision of the Posting Committee.
- c. If the Education Assistant assigned to the student declines a request to provide home service delivery, the home service delivery assignment shall first be offered to the trained alternate and if not accepted, the assignment shall be posted as a Temporary Vacancy. Education Assistants who provide this service will not become qualified as Child and Youth Care Workers through this temporary assignment.
- d. The Education Assistant will be paid an allowance of \$1.00 per hour (for all hours of their weekly assignment) to recognize the additional workload. The Education Assistant will also be paid mileage to the student's home. The mileage rate will be according to Board policy.

#### **16.18 Bus Drivers**

- a. The School District agrees that all transportation of students on curricular or extra curricular activities shall be performed by Transportation Department employees in Board operated and maintained vehicles. Exceptions may be made by the Transportation Manager in advance of any particular event, with written notification to the Union. Students shall not transport other students to or from school sponsored activities, without exception. The right of school staff to drive students in private vehicles, and for the Transportation Department to provide for the use of charter coaches for extended trips, and for mainland ferry pickups and drop-offs, shall not be limited by the intent of this article.
- b. Regular Bus Drivers will select bus routes annually, using the following process.
  - 1. For the period from the end of the preceding school year until the new school year's routes and kindergarten runs are listed and selected, the Board will ensure that no driver experiences a wage decrease in excess of one-half hour per day, excluding kindergarten runs. If a route is decreased by more than one-half hour per day, the Board will assign the driver additional duties within the Transportation Department that is not the work of other bargaining unit members to cover the pay decrease in excess of one-half hour per day. Drivers will not be considered to be laid off for the period from the last school day in June, including the last administrative day, until the new school year's routes and kindergarten runs are listed and selected as described below.

2. Before the end of each September a list of all routes and kindergarten runs, including the hours for each route and kindergarten run, shall be made available to all Regular Bus Drivers. Those drivers shall, in order of seniority, select a route and a kindergarten run for the remainder of the school year.
3. Any driver whose total hours selected are increased or decreased as compared to that driver's total hours at the end of the preceding school year shall be subject to Articles 1.4 (Layoff) and 16.12 (Increase in Hours) of the current Collective Agreement.
4. The combined hours of the driver's selected route and kindergarten run shall be deemed one position for the remainder of the school year and if the position becomes vacant, it shall be posted as such. Any driver whose combined hours are increased or decreased during the remainder of the school year shall be subject to Articles 1.4 (Layoff) and 16.12 (Increase in Hours).

c. **Field Trips/Extra Trips**

1. Co and extra-curricular trips will be posted on the trip board in the drivers' room as they are received, either by courier or by phone.
2. Any driver interested in taking the posted trips may initial the card or cards to indicate preference. The trip will be assigned to the driver or drivers whose names appear in the highest position on the rotation board.
3. Eligibility for taking trips will be determined by a driver's position on the rotation board which starts on a seniority basis the first work day of the school year.
4. Drivers who have indicated a preference for a field trip will rotate to the bottom of the rotation board after the trip has been completed.
5. If no regular driver initials a preference for a field trip, that trip will be assigned to the most senior driver who is willing or able to do the trip within the time limits of their regular schedule. These assigned field trips will not affect the driver's position on the rotation board. If no regular driver is able to do a field trip, it will be assigned to a spare driver.
6. Drivers taking trips that overlap their regular run hours must give up their regular run for the entire day, and a spare will be assigned on a rotational basis to drive the regular route.

7. Trip cards that have been initialized or assigned will be closed on the afternoon of the working day before the trip is to commence. The trip cards will then be moved to the closed trip board.
8. Field trip closing times will be before the return of the first bus in the afternoon.
9. When a regular employee from another classification posts into a Temporary Bus Driver vacancy after the end of September or when a spare employee posts into a Temporary Bus Driver vacancy, the employee shall have his name included on the rotation board in the lowest position at the start of his assignment. At the conclusion of the temporary vacancy, the employee's name will be withdrawn from whatever position it occupies on the rotation board and all other drivers will move up the rotation board accordingly.
10. When a regular driver is on a long-term leave, his position on the rotation board will remain unchanged until he returns.
11. Pay for weekend work for regular or spare drivers shall be:
  - a. \$0.25 (25 cents) per hour premium;
  - b. the first eight (8) hours on a Saturday or Sunday will be paid at straight time, plus the premium. All time worked beyond the eight (8) hours shall be paid at time and one-half (1½) for the 9<sup>th</sup>, 10<sup>th</sup>, and 11<sup>th</sup> hours worked and double time (2X) thereafter.
12. For overnight trips, the driver shall be paid a maximum of twelve hours per day for time worked, paid as follows:
  - a. for the first 8 hours at regular time
  - b. for the next 3 hours at time and one-half (1½)
  - c. for the next 1 hour at double time (2X)
13. Where students are to be transported by bus, all trips within a two hundred (200) kilometer radius of the Transportation Yard, excluding trips to the United States or, where requested, trips beyond Horseshoe Bay or Tsawwassen, will be by school district bus subject to the availability of both busses and drivers, including spare bus drivers. If district busses or drivers are not available alternate arrangements may be made. Trips may be by charter coach where cost, comfort and storage are a concern, on trips where students are to be transported by bus outside a two hundred (200) kilometer radius of the Transportation Yard.

14. The Transportation Manager, with the agreement of the Union's designated representative, will establish predetermined rates for trip destinations to Mount Washington, Victoria, and as they might arise, some extended trips. Identified as such, these trips shall be available to all drivers, including spare drivers. These predetermined rates will be reviewed with the Union's designated representative on an annual basis.

## **17. LAYOFFS AND RECALLS**

### **17.1 Determining Factor**

In case of layoff, seniority shall be the determining factor, if applicable.

### **17.2 Notice of Layoff**

The Board shall notify regular employees who are to be laid off ten (10) working days before the layoff is to be effective. The ten (10) working day count will begin from the receipt of the layoff notice accompanied by a current copy of the seniority list. If the employee laid off has not had the opportunity to work ten (10) of the employee's regular working days after notice of layoff, the employee shall be paid in lieu of work for that part of ten (10) working days during which work was not available.

### **17.3 Preferred Spare**

A preferred spare is defined as a regular employee who has been laid off, or a probationary employee who has commenced work in a continuing position and has been laid off, and has requested in writing to be placed on a specific spare list pursuant to the provisions of this Agreement. A preferred spare is called in order of seniority with other preferred spares before any regular spares. This clause shall only apply after the employee has exhausted all posting rights in accordance with Article 16. Unless on an approved leave of absence, if after 24 months the preferred spare has not successfully posted into a continuing position, the employee will become a Spare Employee, if qualified in accordance with Article 9.

### **17.4 Filling Vacancy During Layoff**

No new employees will be hired to fill a vacancy until regular employees who have been laid off or who have been terminated for other than proper cause and who have the ability and qualifications to fill the vacancy have been given an opportunity for re-employment through job postings. Regular and probationary employees shall retain their seniority for a period of twenty-four (24) months from the date of layoff.



**17.5 Order of Layoff**

In the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit wide seniority if applicable. An employee about to be laid off may displace any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the less senior employee. The right to displace an employee shall include the right to displace a junior employee in a higher classification.

**17.6 Order of Recall**

Employees recalled under Clause 17.4 (Filling Vacancy during Layoff) above will be recalled in the reverse order in which they were laid off provided that the employee is qualified to perform the work.

**17.7 Restriction on Permanent Layoff**

- a. An employee with five (5) or more years of seniority shall not be permanently laid off. A permanent layoff is defined as a layoff of three (3) months or more. The parties agree that any Provincial Legislation affecting Article 17.6 (Order of Recall) shall supersede this sub-section.
- b. This provision shall only apply after an employee has exhausted all seniority rights as defined in Article 16 and Article 17.
- c. No employee shall be required to relocate to Lasqueti Island.

**18. HOURS OF WORK**

**18.1 Clerical Staff, Education Assistants, Child and Youth Care Workers, and First Nations Home/School Liaison Workers**

- a. A work week for Clerical Staff, Education Assistants, Child and Youth Care Workers, and First Nations Home School Liaison Workers shall consist of thirty-five hours. Each day shall be seven (7) continuous hours except for time allowed for meal breaks and except as elsewhere modified in this article.
- b. Hours of work shall be between 7:30 am and 5:00 pm, Monday to Friday inclusive.
- c. Education Assistants shall work all school days inclusive of teacher professional development days.
- d. Child and Youth Care Workers and First Nations Home School Liaison Workers shall be paid for the hours of their weekly assignment. Unless a special circumstance requires otherwise, the hours worked daily shall be scheduled consecutively during normal school hours.
- e. The hours of work for the Call-Out Dispatch Clerk may commence at 6:00 am.

## **18.2 All Other Staff**

- a. A work week shall consist of forty (40) hours. Each day shall be eight (8) continuous hours except for time allowed for meal breaks and except as elsewhere modified in this article.
- b. Day shifts shall be eight (8) hours of work exclusive of meal breaks, scheduled between 6:00 am and 5:30 pm, Monday to Friday inclusive.
- c. Afternoon shifts shall be eight (8) hours of work inclusive of one-half (½) hour for meal breaks, scheduled between 2:00 pm and 1:00 am, Monday to Friday inclusive.

## **18.3 Change to Work Week**

Where the conditions of a special job require it, the work week may be changed for short periods of time. Except in emergent circumstances, notice of such change will be given not later than seven (7) calendar days in advance.

## **18.4 Minimum Hours**

- a. The Employer is committed to providing a minimum of four 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 hour minimum:
  1. student/noon hour supervisors
  2. crossing guards
  3. small schools with fewer than 75 students in which case a two hour minimum will apply
  4. other positions by mutual agreement.
- c. The four hours shall be consecutive but may exclude a lunch period up to one 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 12 consecutive hours.
- e. Where posting of additional hours is required, additional hours of less than four hours may be posted as "additional hours" and are available to employees who are able to accept the hours, in addition to their current assignment. Where posting of additional hours is not required, additional hours shall be assigned as per the collective agreement.

### **18.5 Minimum Hours - Exceptions**

- a. Employees posted to False Bay School shall be paid for hours worked.
- b. Noon Hour Supervisors shall be paid for hours worked.
- c. Regular employees who accept a combination of ten (10) and twelve (12) month positions which would leave them with less than four (4) hours of work during school break periods will be paid for hours worked.

### **18.6 Meal Break**

All employees working more than four (4) consecutive hours are entitled to a meal break. The meal break shall be a minimum of one-half (½) hour and a maximum of one (1) hour. Meal breaks will not be taken at the beginning or the end of a shift. An employee may be permitted to work five consecutive hours before taking a meal break. The Union shall be advised of all such agreements.

### **18.7 Rest Period**

Employees shall be allowed a fifteen (15) minute paid rest period in each of the first half and the second half of a full-time shift as defined in Article 18.1.a. and 18.2.a (Hours of Work). An employee working less than a full-time shift shall have one paid rest period during each continuous three and one half (3½) or four (4) hours of regular working time. For employees working less than full-time, a school-scheduled lunch break shall not constitute an interruption of continuous hours (applicable to this clause only).

### **18.8 Layover**

- a. Each day an employee is required to be out of the district overnight to fulfill his/her assigned duties, the employee shall be paid for two hours at his/her regular rate of pay in addition to one-fifth (1/5) of the defined work week for the employee's classification.
- b.
  1. Education Assistants and Child and Youth Care Workers who are required to be out of district overnight to fulfill their assigned duties shall be paid for actual hours assigned to work with students as scheduled in the itinerary pre-approved by an Administrative Officer, or for two (2) hours at their regular rate of pay and one fifth (1/5) of their defined work week for their job classification, whichever is greater.
  2. Education Assistants and Child and Youth Care Workers shall be given five (5) working days notice prior to overnight trips. Education Assistants and Child and Youth Care Workers shall be required to supervise special needs students on overnight field trips, unless there exists valid reason(s) not to do so.

### **18.9 Combining Positions**

A regular employee may combine two or more positions subject to the employee's present and future ability to arrange their hours of work.

### **18.10 Banked Time for Part-Time Employees**

Except as provided for in Articles 18.9 (Combining Positions) and 19.2 (Overtime), part-time employees may be permitted to bank time provided that:

- a. the banked time is authorized in advance in writing by the employee's immediate supervisor;
- b. compensatory time off for the banked time be taken prior to the Christmas Break, the Spring Break, or the end of the school year, whichever occurs first and;
- c. no monetary payment is made at any time for the banked time, but it must be taken as compensatory time off.

## **19. OVERTIME AND CALL OUT**

### **19.1 Callout**

- a. Personnel called out for special or emergency work shall be paid at a minimum of two hours at double time (2X). There is no requirement to actually work the full two (2) hours once the work is completed.
- b. Any time worked beyond two (2) hours shall be paid at double time (2X). Any portion of an hour worked in excess of two (2) hours shall be paid as a full hour at double time (2X).
- c. Callouts shall be offered by classification at each worksite in order of seniority. For the purposes of this section the word classification shall be as per Schedule B.

### **19.2 Overtime**

- a. Overtime shall be offered on a rotational basis, by classification, at each work site to the most senior employee. All overtime worked must be authorized in advance by the Secretary Treasurer or his designate, and shall be paid for at the rate of time and one-half for the first three (3) hours, and double time thereafter.
- b. Sunday is a premium day at double time rate except for non commercial use of schools.

- c. Regular employees shall be offered premium Sundays in a manner consistent with overtime assignment. For work arising from the non-commercial use of facilities as described in Article 9.3c (Weekend Work) on Saturdays, and on non-premium Sundays shall be offered to regular custodial employees who have part time assignments at that site; then spares in accordance with the Custodial Spare Rotation List.
- d. Notwithstanding the provisions of Article 19.2 (Overtime), overtime for Education Assistants on day field trips shall be based on the hours of duty in excess of the regular work week of thirty-five (35) hours for the job classification.
- e. Notwithstanding the provisions of Article 19.2 (Overtime) overtime for Child and Youth Care Workers shall be based on the hours of duty in excess of the regular work week of thirty-five (35) hours for the job classification.

### **19.3 Banking of Overtime**

An employee may elect to bank overtime at the appropriate overtime rates of pay. The following conditions shall apply:

- a. only time in excess of thirty-five (35) or forty (40) hours per week, depending on the employee's classification, may be banked. Any overtime incurred on a daily basis but not in excess of the normal work week for that classification is not eligible to be banked.
- b. the employee's overtime bank cannot exceed five of the employee's working days.
- c. all banked overtime will be paid out with the last pay period in June and the first pay period in January.
- d. banked overtime will be paid out at the rate earned.
- e. time taken in lieu of overtime shall be taken at a time mutually agreeable to the employee and his supervisor.

## **20. SHIFT WORK AND ALLOWANCES**

### **20.1 Shift Allowance**

Shift Allowance shall be paid in accordance with the wage schedule.

### **20.2 In-Charge Allowances**

A Charge Hand or Lead Hand, designated as such by an authorized representative of the Board, shall be paid in accordance with the wage schedule.

### **20.3 First Aid Allowance**

First Aid Attendants shall be paid in accordance with the wage schedule.

## **21. HOLIDAYS**

### **21.1 Entitlement**

Employees shall be entitled to the following Statutory Holidays with pay:

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

and any other day proclaimed by the Federal or Provincial Governments or any day jointly proclaimed by the Municipal Councils of the Town of Qualicum Beach and the City of Parksville.

### **21.2 Pay for Work**

- a. Any time worked on a Statutory Holiday shall be paid at the rate of double time in addition to the employee's regular pay.
- b. Regular employees who have been laid off and are working from a spare list shall be entitled to statutory holiday pay at 4%.
- c. Regular employees in a continuing position of less than twelve months shall be paid for statutory holidays occurring during their break period after their return to work.
- d. Spare employees will receive four (4) per cent of their wages in recognition of statutory holiday pay.
- e. Temporary employees shall be entitled to statutory holidays in accordance with the provisions of the Employment Standards Act.

## **22. ANNUAL VACATIONS**

### **22.1 Spare and Temporary Employees**

Holiday pay will be paid on every cheque and will be calculated at 6% of gross earnings.

### **22.2 Regular Employees Employed Less Than Twelve Months**

- a. Vacation pay will be paid over school break periods and the balance paid at the summer break period. If an employee does not wish to be paid holiday pay for the full break period, the employee may make that request, in writing, prior to the break period.

Vacation pay will be calculated on gross earnings at the following rates:

0-5 years	continuous employment	:	6¼%
6-13 years	continuous employment	:	8½%
14-20 years	continuous employment	:	10½%
21-25 years	continuous employment	:	12½%
26 + years	continuous employment	:	14½%

- b. The rate of vacation pay will be determined by years of continuous service. For the purposes of this Article, years of continuous service shall be calculated using December 31 as the cut-off date for each year. All increment changes will take effect January 1.
- c. Employees with more than eleven (11) years of continuous employment with the School District may, with the approval of the Secretary Treasurer, which will not be unreasonably denied, take vacation during the school year as follows:

12-20 years continuous employment	up to 5 days
21-25 years continuous employment	up to 10 days
26+ years continuous employment	up to 15 days

costed to their vacation pay.

### **22.3 Regular Twelve Month Employees**

- a. The rate of vacation pay will be determined by years of continuous service. For the purposes of this Article, years of continuous service shall be calculated using December 31 as the cut-off date for each year. All increment changes will take effect January 1. Vacation pay and entitlements shall be calculated as the greater of the following rates:

1-5 years	continuous employment	:	15 days or 6¼%
6-13 years	continuous employment	:	20 days or 8½%
14-20 years	continuous employment	:	25 days or 10½%
21-25 years	continuous employment	:	30 days or 12½%
26 + years	continuous employment	:	35 days or 14½%
- b. For the purposes of this Article, years of continuous service will be calculated using the employee's seniority date.
- c. Employees moving from less than twelve month positions shall be entitled to holidays on a pro-rated basis.
- d. Annual vacations will normally be taken between January 1 and December 31 at a time most convenient to the operation of the School District.

- e. Subject to the operational requirement of the district, with the approval of the Secretary Treasurer which shall not be unreasonably denied:
  - 1. Employees with more than eleven (11) years continuous employment may be granted up to five (5) days vacation at anytime during the year.
  - 2. Employees with more than 20 years = 10 days  
Employees with more than 25 years = 15 days
- f. Employees may, with the prior approval of the immediate supervisor and subject to operational requirements, carry forward up to five (5) days of annual vacation from one calendar year to the next calendar year.

#### **22.4 Combined Positions**

Where an employee holds two positions, one being twelve months, the other being less than twelve months, the employee shall elect to be paid under either Article 22.2.a. or Article 22.3.a (Annual Vacations).

#### **22.5 Seasonal Grounds Positions**

Accrued holiday pay will be paid on the pay period following the commencement of the summer break and at the end of the seasonal position.

### **23. SICK LEAVE PROVISIONS**

#### **23.1 Sick Leave Entitlement**

All regular and probationary employees shall be entitled to sick leave with pay at the employee's regular rate of pay, accumulative at the rate of one and one-half (1½) of the employee's work days per month of service. This accumulation shall be calculated and reported in hours.

#### **23.2 Medical Certificate**

Sick leave with pay will only be granted because of sickness, health reasons, or accident. Any employee may be required to provide a medical certificate or proof of other appointment necessitating sick leave.

#### **23.3 Sick Leave Accrued**

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

#### **23.4 Notification - Leave/Return**

- a. All employees are required to notify their immediate supervisor as soon as possible if they are to be absent from work due to sickness, health reasons, or accidents.



- b. All employees are required to give their immediate supervisor, as required by each department, notice of their return to work in order to advise replacement staff.

**23.5 Cancellation of Sick Leave Credits**

Except as provided for in Article 26.3 (Sick Leave Payout), all sick leave credits are cancelled upon termination of employment unless the employee is re-engaged within twenty-four (24) calendar months.

**23.6 See Article 9 (Spare Employees).**

**24. LEAVES OF ABSENCE**

**24.1 For Union Business**

- a. Subject to the operational requirements of the district, permission shall be granted by the Human Resources Manager to representatives of the Union to leave their work during working hours in order to meet with representatives of the Board to carry out their functions under the Collective Agreement with respect to a grievance, attendance at meetings with management staff, participation in negotiations, conciliation, mediation and arbitration. They shall suffer no loss of pay for the time so spent.
- b. Subject to the operational requirements of the district, permission shall be granted by the Secretary Treasurer or his designate to members of the Union to leave their employment temporarily in order to carry on negotiations for the Union to leave their employment temporarily in order to carry on negotiations for the Union with another employer. Such leave shall be granted without pay.
- c. Subject to the operational requirements of the district, permission may be granted by the Human Resources Manager to representatives of the Union to leave their work during working hours in order to attend to the business of the Union. Such leaves will not be unreasonably denied. Such leave shall be granted without pay.

**24.2 Union Conventions and Seminars**

**a. Union Conventions**

Leave without pay shall be granted to representatives of the Union to attend conventions. Total absences for all employees shall not exceed thirty (30) working days per calendar year to attend Union conventions.

b. **Union Seminars**

Leave without pay may be granted to employees who are absent for the purpose of attending union seminars, training and schools. The Union shall give as much notice as possible and it is understood that the number of delegates from one school or department shall not hinder the work to be done. Such leaves will not be unreasonably denied.

**24.3 Leave for Union Position**

- a. Leave without pay, from a position with the Board, shall be granted for one term to an employee who is elected to a full-time position with the Union. Upon request, the Board shall grant one extension of the leave without pay. The employee shall continue to be on leave from the original position from which leave was granted.
- b. Leave without pay, from a position with the Board, shall be granted for up to one year to an employee who is appointed to a full-time position with the Union. Upon request, the Board may grant an extension of the leave without pay. The employee shall continue to be on leave from the original position from which the leave was granted.
- c. Leave without pay, from a position with the Board, shall be granted for up to three months of the probationary period of a continuing position with the Union.
- d. Employees returning from leave from a position with the Board shall return to the original position from which the leave was granted.

**24.4 Secondment for Local Union Position**

Where an employee is seconded to a CUPE Local 3570 position which requires a leave of absence, the leave may be granted. The following guidelines shall apply:

- a. the leave shall be at no cost to the Board.
- b. the Board would continue the wages and benefits of the employee and would invoice CUPE Local 3570 for such costs.
- c. the employee would submit timesheets as directed by the Board.
- d. the employee would retain full rights and privileges, except as limited by this Article.
- e. the employee shall receive all postings and notices sent to other CUPE employees.

- f. the applicant shall have the right to post back into a position at any time, but in so doing, shall terminate the leave of absence.
- g. the employee, and/or the Union must reapply for this leave on an annual basis.
- h. at the expiration of the first year's secondment, the employee shall return to the original position from which the leave was granted. At the expiration of any extensions to the secondment, the employee shall return to the original position from which the leave was granted.

#### **24.5 Jury Duty**

An employee who is subpoenaed for jury duty, third party arbitration, or called upon to act as a court witness shall continue to receive full pay while so engaged, providing he/she turns over to the Board any monies he/she receives for serving as a juror or witness on days he/she would normally be working. Employees subpoenaed for such service are expected to return to the job if not required to serve.

#### **24.6 Bereavement Leave**

- a. Up to five (5) regularly scheduled days leave with pay will be granted on compassionate grounds in the case of death in the immediate family. "Immediate family" is defined as parent, parent-in-law, grandparent, grandparent-in-law, grandchild, spouse, brother, sister, child, son-in-law, daughter-in-law, brother-in-law, sister-in-law, former recognized guardian or a child for whom the employee has been the recognized guardian.
- b. Special consideration may be given by the Secretary Treasurer in other cases of bereavement on request for travel time — total not to exceed seven (7) days.

#### **24.7 Compassionate Leave**

Up to five (5) days leave with pay for compassionate reasons other than those stated in Article 24.6 Bereavement Leave, (including serious illness, accident or funeral) may be granted at the discretion of the Secretary Treasurer or designate.

#### **24.8 Care of Immediate Family**

Employees shall be entitled to a maximum of five (5) days per calendar year with pay to care for the needs, during illness, of their immediate family defined as spouse, parents, child, former recognized guardian or a child for whom the employee is the recognized guardian.

#### **24.9 Leave of Absence Without Pay**

The Board may grant leave of absence without pay to any regular employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Board. An approved leave of absence shall be without loss of seniority.

#### **24.10 Pregnancy Leave**

- a. Upon request, a pregnant employee will be granted unpaid leave for a period of not more than eighteen (18) consecutive weeks or such longer period as mutually agreed between the employee and the Board. Such employee shall also be entitled to Parental Leave pursuant to Article 24.14.
- b. The period of pregnancy leave shall commence on a date determined by the employee, but no sooner than eleven (11) weeks prior to the estimated birth date, and ending no earlier than six (6) weeks after the actual birth date.
- c. The request to take pregnancy leave must be made, in writing, at least four (4) weeks prior to the proposed commencement of the leave, and include the probable birth date.
- d. An employee on commencement of pregnancy leave shall provide the Board with her return to work date.
- e. The period of pregnancy leave shall abut any period of Parental Leave taken under the provisions of Article 24.14.
- f. Pregnancy leave shall be extended for up to an additional six (6) consecutive weeks or such longer period that ends at a natural break in the school year, for illness of the newborn child(ren) where a doctor's certificate is presented, or for reasons related to the birth or the termination of the pregnancy.

#### **24.11 Early Return and Emergency Situations**

- a. In the case of an incomplete pregnancy, death of a child or other special situations, an employee may return to work earlier than provided in the agreed-upon leave provided that a minimum of ten (10) working days written notice is given to the Board.
- b. The employee intending to make an early return to work will submit a written application together with a medical certificate stating that the employee is fit to return to work.

#### **24.12 Adoption Leave**

- a. Upon request, an employee shall be granted an unpaid leave of absence for up to eighteen (18) weeks following the adoption of a child. The employee shall furnish proof of adoption. Such employee shall also be entitled to Parental Leave pursuant to Article 24.14.
- b. When both parents are employees of the Board, the total period of adoption leave to be taken by either or both parents is eighteen (18) weeks. Leave shall only be granted to one (1) employee parent at a time. The parents shall decide the periods which either or both of them will take the leave subject to the agreement of the Board.

#### **24.13 Supplemental Unemployment Benefits Plan**

- a. The Board and the Union will enter into a Supplementary Unemployment Benefits (SUB) Plan.
- b. Benefits under this Plan shall not be payable until the SUB Plan is registered with Canada Employment and Immigration (EI).
- c. A regular or probationary employee who is in a continuing position is only eligible to receive benefits under the Supplementary Unemployment Benefits Plan if the employee has applied for and is in receipt of EI benefits. Payments for the employee portion of employee benefits shall be made by postdated cheques.
- d. Benefits under the SUB Plan shall be:  
where the employee is eligible to receive EI maternity benefits or parental benefits for adoption, ninety-five (95) percent of the employee's current salary for the first two (2) weeks of the leave, and the difference between seventy-five (75) percent of the employee's current salary and the amount of the EI maternity benefits or parental benefits for adoption received by the employee for a further period of fifteen (15) weeks.
- e. Payable only during the employee's working year.

#### **24.14 Parental Leave**

An employee who requests Parental Leave shall be entitled to up to twelve (12) consecutive weeks of unpaid leave:

- a. for a birth mother immediately after the end of the pregnancy leave unless the employee and the Board agreed otherwise,
- b. for a birth father, after the child's birth and within fifty-two (52) weeks after that event, and,
- c. for an adopting parent within fifty-two (52) weeks after the child is placed with the parent.

- d. where both parents are employees of the Board, the employees shall determine the apportionment of Parental Leave between them subject to the agreement of the Board. The total Parental Leave when shared between both parents shall not exceed twelve (12) weeks.
- e. the request to take Parental Leave must be made, in writing, at least four (4) weeks prior to the proposed commencement of the leave, and be accompanied by:
  1. a certificate of a medical practitioner or other evidence stating the date of birth of the child(ren) or the probable date of birth of the child(ren); or
  2. a letter from the agency placing the child(ren) providing evidence of adoption of the child(ren).

If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under this provision.

#### **24.15 Annual Leave**

The services of an employee who is on a pregnancy, adoption or parental leave are deemed continuous for the purposes of calculating annual vacation entitlement and any pension, medical or other plan beneficial to the employee.

#### **24.16 Extended Maternity Leave**

- a. Upon written request at least ten (10) working days prior to the expiration of pregnancy leave and/or parental leave, an additional leave of absence without pay and without loss of seniority shall be granted to a maximum of twelve (12) months.
- b. The employee may maintain health and employee benefits in accordance with the respective plans if the employee so wishes by payment of the costs of such benefits by the employee.
- c. The employee returning to work after extended maternity leave shall provide the Board with at least ten (10) working days notice.
- d. On return from extended maternity leave, the employee shall return to the position previously held by the employee.

#### **24.17 Return From Leaves**

- a. Unless otherwise specified, an employee returning from leave shall be reinstated to the position previously occupied by the employee.
- b. The employee shall be entitled to exercise his rights in the Collective Agreement during a leave of absence as qualified in this Article.
- c. If the employee's position is affected by a layoff or an increase in hours during leave, the provisions of this Collective Agreement shall be exercised ten (10) working days prior to the end of the leave.
- d. An employee on leave may apply for a posting if prepared to terminate the leave to begin the posted position, if his application is successful.
- e. An employee intending to return to work after a leave of an unspecified duration shall provide the Board with ten (10) working days notice of his intent to return to work.

#### **24.18 Self-Funded Leave Plan**

The Board shall administer a deferred salary leave plan subject to any relevant provincial or federal legislation.

### **25. PAYMENT OF WAGES AND ALLOWANCES**

#### **25.1 Wages Paid**

Wages paid shall be in accordance with Schedule 'A' attached hereto and forming part of this Agreement. The indication of a job and accompanying wage rate in the wage schedule shall not necessarily bind the Board to create or fill such position.

#### **25.2 Pay Period Method**

- a. Each pay period shall be of two weeks duration. Payment of wages and allowances shall be made the Friday following the end of the pay period. Each employee shall receive an itemized statement of wages and deductions.
- b. Employees hired after July 1, 1990, shall receive payment by bank deposit.

### **26. RETIREMENT BENEFIT**

#### **26.1 Vacation Payout**

On termination of employment, an employee will be paid the balance of any unused vacation pay accrued to his benefit.

## **26.2 Severance Pay**

After having completed ten (10) years or more continuous service with the Board, employees shall be granted severance pay amounting to one (1) month's pay upon retirement or upon severance other than dismissal with cause.

## **26.3 Sick Leave Payout**

- a. A regular employee with less than fifteen (15) years of service and having accrued sick leave to his credit shall, on retirement or severance for other than dismissal with cause, receive a payout of accrued sick leave up to a maximum of sixty (60) days.
- b. A regular employee with fifteen (15) or more years of service and having accrued sick leave to his credit shall, on retirement or severance for other than dismissal with cause, receive a payout of accrued sick leave up to a maximum of ninety (90) days.
- c. In the event of death before retirement or severance, any payout of accrued sick leave shall be paid to his surviving spouse or estate.

For the purposes of this Article, years of continuous service will be calculated using the employee's seniority date as per Article 22.2.b (Annual Vacations).

## **27. JOB CLASSIFICATION AND RECLASSIFICATION**

### **27.1 Job Descriptions**

The Board will finalize, in consultation with the Union, job descriptions for all positions for which the Union is bargaining agent. These job descriptions shall become the recognized job descriptions. If the Union does not agree with the job description approved by the Board or if the parties are unable to agree on the rate of pay for the job description in question within thirty (30) working days, the matter shall be referred to the grievance procedure.

### **27.2 Changes in Classification**

Whenever the Board finalizes, in consultation with the Union, a new job description or creates or changes the duties of a job, the rates of pay shall be subject to negotiations between the Board and the Union. If the parties are unable to agree on the classification and/or rate of pay for the job in question the dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the new position was first filled by an employee or the date of change in job duties.

### **27.3 Posting of Changes in Classification**

When a position is reclassified, it shall be posted as per Article 16.



As job descriptions are finalized, they shall be appended to and form part of, the Collective Agreement.

## **28. EMPLOYEE BENEFITS**

Employee benefits will be shared on the following basis:

### **28.1 Medical Coverage**

- a. Regular and probationary employees and dependants will be covered by a mutually acceptable Medical Plan (MSP). Premiums will be paid one hundred percent (100%) by the Board.

### **28.2 Workers' Compensation**

- a. A regular or probationary employee injured during the course of employment with the Board will, if the employee chooses to, receive a top-up from the employee's accumulated sick time. The top-up shall be used to maintain the employee at full wages.
- b. Prior to an employee participating in a graduated return to work program with the Workers' Compensation Board, the Board and the Union will meet to discuss the terms and conditions applicable to the employee.

### **28.3 Group Life**

All regular and probationary employees will participate in a mutually acceptable Group Insurance Plan of one hundred thousand dollars (\$100,000) AD and D and premiums will be borne fully by the Board. The Board will make optional dependents/spouse life and AD and D available to regular and probationary employees to be paid for fully by the employee.

### **28.4 Extended Health Benefits**

Extended Health Benefits will be provided at no cost to regular and probationary employees. The Employment Insurance Premium Reduction Program will be used to reduce the cost of the premiums to the employer.

### **28.5 Dental Plan**

- a. A mutually acceptable Dental Plan shall be implemented effective January 1, 1988. The Plan shall include the following:
  1. Prosthetic appliances, Crown and Bridge procedures.
  2. Basic Dental Services, including diagnostic, preventative, surgical, restorative, prosthetic, endodontic and periodonic services.
  3. Orthodontics.
- b. Premiums shall be paid 100% by the Board.

- c. Employees not enrolling in the plan when first eligible or who withdraw from the plan, shall not be eligible to join at a later date unless:
  - 1. They have been covered on another acceptable plan and lose their eligibility under that plan, or
  - 2. They submit written evidence from their dentist certifying that they and their dependents do not require basic dental services, prosthetics, crown and bridge procedures, or orthodontic work. Where this certification is provided, a six (6) month waiting period shall apply from the first day of the month following that on which the certificate is filed with the Board. During this six (6) month period, premiums will be shared by the Board and the employee, but no work during this six (6) month period shall be paid for by the plan.
- d. Effective January 1, 1988, enrollment in the plan shall be a condition of employment, excluding employees presently employed so long as that employment is continuous and uninterrupted.
- e. The Dental Plan shall specify that:
  - 1. Parents or grandparents are not considered eligible as dependents.
  - 2. Where an employee and spouse are both employed by the Board, only one needs to be enrolled, and the other may be a dependent.
- f. The rate classifications shall be :
  - 1. Single
  - 2. Married
  - 3. Family

## **28.6 Eyewear Benefit**

- a. The Board will provide corrective eyewear to regular and probationary employees and their dependents as follows:
  - \$200 every 24 months;
  - \$500 per family - every 24 months;
  - (reimbursement for frames is limited to \$100 per pair.)
- b. The Board will provide eyewear to regular and probationary employees who routinely work on video display terminals and who require a change in prescription as a result of a Doctor's examination. The benefit is provided over a twenty-four (24) month period as follows:

No limitation on cost of lenses, frames limited to \$100 per pair.

**28.7 Long Term Disability**

The Board will pay 100% of the premium cost of a Long Term Disability Plan for all eligible employees providing for 66 2/3% of salary to a maximum benefit of \$3,000 per month after a seventeen (17) week elimination period.

**28.8 Employee and Family Assistance Plan**

a. All regular and probationary employees shall, as a condition of employment, be enrolled in the Employee and Family Assistance Program (EFAP).

b. The premium for the EFAP will be shared equally by the employee and the Board.

**28.9 Benefits During Break in Employment**

To maintain benefits during their break in employment, regular employees working less than twelve (12) months shall pay their portion of their premiums prior to the break period.

**28.10 Benefits While on Leave of Absence Without Pay**

Excluding pregnancy leave, as enumerated in Article 24 (Leaves of Absence), adoption leave for the first eighteen (18) weeks, parental leave for the first twelve (12) weeks, or for the first six (6) months of the receipt of WCB or LTD payments including Employment Insurance if applicable, an employee who requests a Leave of Absence Without Pay for more than thirty (30) calendar days shall be wholly responsible for the premiums of the employee benefit plans. For the excluded leaves noted above, the benefit premiums will continue to be cost shared, where applicable, between the employee and the Board.

**28.11 Benefits in Lieu for Spare Employees**

Spare employees will receive four (4) per cent of their wages in lieu of employee benefits.

**28.12 Jointly Trusteed Benefits Trust**

a. The Parties have agreed to participate in the Public Education Benefits Trust (PEBT) and to place their dental, extended health and group life insurance coverage specified in this Article with the PEBT.

b. The Parties have further agreed to participate in the government funded "Core" long term disability plan and the Joint Early Intervention Service provided through the PEBT.

## **29. OCCUPATIONAL HEALTH AND SAFETY**

### **29.1 District Safety Committee**

The Union shall appoint one of its members from each department to the School District Safety Committee. The Committee shall meet at least monthly. The Chair of the Committee shall rotate annually between the Board, the Mount Arrowsmith Teachers' Association and the Union.

### **29.2 Health and Safety Standards**

- a. The Board agrees to maintain standards of health and safety in the workplace which meet, or exceed, the standards for the industry in which the members of the bargaining unit work.
- b. Matters that give rise to concern for the health and safety of employees shall be channeled through the immediate supervisor.
- c. Failure to resolve the concern at the supervisory level will result in the matter being referred to the Occupational Health and Safety Committee for its recommendations.
- d. If the Occupational Health and Safety Committee recommendations are not acceptable, the employee may exercise his rights under Article 12 (Grievance Procedure).

### **29.3 Right to Refuse Unsafe Work**

No employee shall be disciplined for refusal to work on a job or handle equipment which the employee has reason to believe is unsafe.

### **29.4 Committee Investigation and Report**

The Health and Safety Committee shall investigate and report as soon as possible on the nature and causes of the accident or injury, in compliance with Workers' Compensation Board regulations.

## **30. TECHNOLOGICAL AND OTHER CHANGES**

### **30.1 Definition**

Technological change shall mean:

- a. the introduction by the Board of equipment or material of a different nature or kind than that previously used by the Board; or
- b. a change in the manner, method or procedure in which the Board carries on its work that is related to the introduction of this equipment or material;
- c. but does not include layoffs resulting from a decrease in the amount of work to be done.

### **30.2 Notice**

The Board shall give as much notice as possible to the Union in order to discuss proposed technological changes.

### **30.3 Training**

Employees shall be offered the necessary training to learn the new methods of operations. An employee who refused the offered training shall be laid off in accordance with Article 17.

### **30.4 Retraining**

If retraining is necessary to enable the employee to meet the job requirements of another job classification, the employee shall be offered the necessary training.

### **30.5 Employment Status and Earnings Protection**

In the event of a technological change, the employment status and earnings of an employee shall be protected as follows:

- a. If an employee's position is reduced or eliminated because of a technological change, the employee shall be entitled to his regular wages for a period of one (1) year from the date of reduction or elimination of his position.
- b. Employees are required to bid on postings in their job classification and may bid on postings in other job classifications. Failure to bid on a posting in the employee's job classification terminates the rights under this article and a lay-off notice shall be issued.
- c. Employees posting into a position which does not equal or exceed the compensation in the eliminated or reduced position shall have the right to equal compensation as the employee would have received if the reduction or elimination had not taken place. Employees may be assigned other work in their job classification to maintain their hours or wages.
- d. If an employee has not successfully bid into a position within one (1) year whereby classification, hours and wages are maintained or exceeded, the employee shall be laid off. An employee has the option to remain in the position posted into rather than exercise the rights under Article 17 when given the layoff notice.
- e. Any subsequent layoffs arising from the employee exercising his rights under Article 17 shall not be eligible for rights under Article 30.

### **30.6 Reduction of the Workforce**

If a reduction in the workforce is necessary, it will be done by attrition.

### **30.7 Visual Display Terminal (VDT)**

- a. A regular or probationary employee who is pregnant and who regularly works with a Video Display Terminal may request a transfer away from the equipment for medical reasons. A transfer shall be permitted where the Board can reasonably accommodate the transfer request. If the transfer cannot be arranged, the employee may take an unpaid leave of absence until she qualifies for maternity leave.
- b. No employee shall be required to work continuously on a Visual Display Terminal for more than two (2) hours.
- c. If an eye doctor recommends that a regular or probationary employee stop working on a VDT or CRT, he or she shall be given an opportunity for retraining under Article 30.3 (Training) and Article 30.4 (Retraining) with pay. Once retrained, the employee shall be entitled to exercise their seniority rights under Article 17.4 (Filling Vacancy During layoff).

### **30.8 Eyeglasses and Contact Lenses**

The Board shall pay for any special eyeglasses (maximum \$100 reimbursement for frames) or contact lenses required by the employee working on VDTs or CRTs, as a result of a doctor's examination.

## **31. JOB SECURITY**

### **31.1 Change of Methods**

In order to provide job security for the members of the bargaining unit, the Board will make every effort to secure the retention of the employees affected in the event of any change of the method or type of operation.

### **31.2 Contracting Out**

The Board agrees that, prior to contracting out services normally performed by regular or probationary employees within the bargaining unit, the Union shall be given assurance that the employees shall not lose time, wages, or jobs as a result. In the event there is a disagreement over the foregoing, there will be no contracting out until the matter is fully processed through the grievance procedure and, failing resolution, shall be finalized by the arbitration procedure.

## **32. AMALGAMATION OR MERGER**

In the event that the School District is amalgamated regionalized or merges with any body, the Board will attempt to ensure that the new district and/or region will implement the provisions of the Collective Agreement, unless the terms of any Agreement which the merging district and/or region has are superior to the working conditions in the current Collective Agreement. In such case, the Board will attempt to ensure that the conditions of the merging Agreement apply. The Board will also attempt to ensure that the seniority rights of employees will be protected at the time the merger occurs by attempting to ensure that the employees' seniority is integrated with the employees of the new district or region.

## **33. INDEMNIFICATION**

**33.1** The Board shall indemnify an employee of the Board against a claim for damages against an employee of the Board arising out of performance of his or her duties, or where an injury under Part 2 of the Inquiry Act or other proceeding involves the administration and conduct of the business of the school district and the Board shall pay legal costs incurred in proceedings arising out of the claim or injury or other proceeding.

**33.2** The Board shall, by an affirmative vote of not less than two-thirds (2/3) of all its members, pay any sum required to indemnify an employee of the Board where a prosecution arises out of the performance of his or her School Board duties, and costs necessarily incurred, but the Board shall not pay a fine imposed on an employee as a result of his or her conviction.

**33.3** The Board shall not seek indemnity against an employee of the Board in respect of any action of the employee that results in a claim for damages against the Board, but the Board may seek indemnity against an employee where the claim for damages arises out of the gross negligence of the employee, or against an employee where, in relation to the action that gave rise to the claim for damages against an employee, the employee willfully acted contrary to the terms of his or her employment, or an order of a superior.

## **34. GENERAL CONDITIONS**

### **34.1 Medical Examinations**

The Board reserves the right to require employees on staff to produce a certificate of medical fitness. In such cases, the Board will bear the cost of required examinations.

### **34.2 Hand Tools**

All maintenance trades people and mechanics shall supply and maintain their own hand tools.

### **34.3 First Aid**

- a. Each work site shall have a designated First Aid person. This person shall have a current first aid certificate consistent with the requirements of the Workers' Compensation Board.
- b. Employees designated as a First Aid Attendant by the Board shall be paid as follows:

Level 1	15¢ per hour
Level 2	20¢ per hour
- c. The Board shall pay all first aid training course fees.
- d. An employee who agrees to be a designated Level 3 First Aid Attendant will receive the Level 3 First Aid Training during working hours and shall be paid for all time so spent.
- e. Any employee with a valid Level 3 certificate shall be paid 50 cents per hour where the employee is the Designated Level 3 First Aid Attendant.

### **34.4 Reporting of Violations**

No employee shall be dismissed, disciplined, penalized or intimidated as a result of reporting any alleged violations to the Board or to another agency, providing the Board is notified of the alleged violation first.

### **34.5 Personnel Files**

- a. An employee shall have the right to have access to and review his personnel file.
- b. An appropriate Board official shall be present when an employee reviews his personnel file. The employee may be accompanied by an individual of his choosing.
- c. No information from the employee's file may be introduced as evidence in any disciplinary process if the employee was not advised at the time the information was filed.
- d. An employee may request a copy of any material contained in his/her personnel file.

## **35. PRESENT CONDITIONS AND BENEFITS**

Normal working conditions presently in effect shall continue for the duration of this Agreement so long as they are not abused.



## **36. COST OF LIVING ADJUSTMENT**

**The Cost of Living Adjustment is frozen effective September 30, 1995, such Article to be reactivated only by mutual agreement of both parties, no conditions attached.**

- 36.1** The Board will increase the wage rates every six (6) months by a percentage equivalent to the average percentage increase of the Canada and Vancouver Consumer Price Indexes.
- 36.2** The wage rates shall be increased at the beginning of the pay period commencing the closest to October 1<sup>st</sup> for the average increase measured from January 1<sup>st</sup> to June 30<sup>th</sup> of that year. The wage rates shall be increased at the beginning of the pay period commencing the closest to April 1<sup>st</sup> for the average increase measured from July 1<sup>st</sup> to December 31<sup>st</sup> of the previous year.
- 36.3** The percentage increase will only be applicable to the base hourly rates of the wage schedule.
- 36.4** No increase in wages will be implemented if the average Consumer Price Indexes decrease; however, the measurement period for future adjustments will be extended to include any previous periods of declining Consumer Price Indexes.

## **37. PROFESSIONAL DEVELOPMENT**

### **37.1 Funding**

A professional development fund shall be established with regular and probationary employees contributing \$7.00 annually and the Board contributing \$21.00 annually for each regular and probationary employee as at October 15<sup>th</sup> and such funds shall be remitted to the Union by November 15<sup>th</sup>.

### **37.2 Professional Development Days**

Two professional development days shall be approved by the Board per school year. The Board and the Union agree that Professional Development activities covered by this Article are intended to promote and foster the professional development of staff.

### **37.3 Seminar Arrangements**

The Union shall be responsible for arranging Professional Development seminars that are directly related to the skills and qualifications necessary to the various job descriptions, safety issues and current trends in the respective occupations.

### **37.4 Attendance**

- a. Professional development seminars shall be attended by all regular and probationary employees who will receive their regular wages.
- b. Laid off and spare employees shall be entitled to attend professional development seminars without pay. Laid off and spare employees attending professional development seminars will be paid if:
  1. the laid off or spare employee has been appointed to a temporary vacancy, and
  2. the laid off or spare employee is registered in a session which is specific to his job classification, and
  3. attendance is approved or required by the immediate supervisor, in writing, and
  4. the laid off or spare employee working in a temporary vacancy must pay \$7.00 as their portion of the pro-d fund.

## **38. TRAINING**

### **38.1 Required Training**

An employee may be required to take training to update or upgrade skills or learn new skills pertinent to the employee's position. Where the Board requires an employee to take such training, the following conditions shall apply:

- a. an employee shall be given reasonable notice of such required training.
- b. the Board shall pay related expenses in accordance with Board policy.
- c. where an employee is required to be out of district overnight, the employee shall be paid for two (2) hours at their regular rate of pay in addition to one-fifth (1/5) of the defined work week for the employee's job classification.
- d. where an employee is not required to be out of district overnight, the employee shall be paid for actual time in attendance at the training session or their regular hours of work, whichever is greater.
- e. Where practical, the employee shall return to work for completion of the employee's regular shift.

### **38.2 Training Opportunity**

Where the Board offers an employee the opportunity to take training the conditions of Article 38.1 (Required Training) shall apply with the exception that the premium rate in Article 38.1.c. does not apply.

### **38.3 Employee Requests for Training**

- a. An employee may request Board assistance for training. Such requests must be made in writing to the immediate supervisor prior to commencement of training.
- b. Reimbursement of approved course fees shall be contingent on successful completion of the course.

### **38.4 Medical Procedures**

- a. An employee designated to perform routine medical and personal care procedures shall be given child-specific training by appropriate professional health care personnel, to the satisfaction of the employee and the professional health care personnel. A record of (**such**) training shall be maintained by the Board.
- b. There shall be ongoing re-evaluation of the training, and updates provided as required. The procedures trained for shall be in accordance with the Inter-Ministerial Protocols and any updates thereto.
- c. There shall be a trained alternate.
- d. All costs associated with the above noted training are covered in Article 38.1 (Required Training).
- e. All training shall be recorded and conducted in accordance with the Workers' Compensation Board regulation and any other applicable regulations.

### **38.5 Restraining Techniques**

An employee who currently works with a student whose behaviour changes so as to require restraining, shall be given specific training in restraining techniques by appropriate personnel in accordance with the Workers' Compensation Board regulation and any other applicable regulations.

## **39. GENERAL**

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

**40. TERM OF AGREEMENT**

This Agreement shall be binding and remain in full force and effect from the first (1<sup>st</sup>) day of July, 2006, to the thirtieth (30<sup>th</sup>) day of June, 2010, and shall continue from year to year thereafter, unless either party exercises its rights to commence collective bargaining as provided for in the Statutes of the Province of British Columbia.

General Wage Increases:

July 1, 2006	2%
July 1, 2007	2%
July 1, 2008	2%
July 1, 2009	2%

SIGNED for Board of School Trustees  
School District No. 69 (Qualicum)

SIGNED for Canadian Union of  
Public Employees, Local 3570

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
SECRETARY TREASURER

\_\_\_\_\_  
SECRETARY

**SCHOOL DISTRICT No.69 (QUALICUM) AND  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3570  
SCHEDULE 'A'**

Position	Pay Equity	Jul 1/06 +2%	Jul 1/06 + \$.60	Jul.1/07 +2%	Jul 1/07 + \$.60	Jul 1/08 +2%	Jul 1/08 + \$.60	Jul 1/09 +2%	Jul 1/09 + \$.30
Accounting Clerk	23.37	23.84		24.31		24.80		25.30	
Bus Driver	23.49	23.96		24.44		24.93		25.43	
Bus driver (spare)	23.49	23.96		24.44		24.93		25.43	
Dispatch Clerk	23.37	23.84		24.31		24.80		25.30	
Carpenter	26.46	26.99	27.59	28.14	28.74	29.32	29.92	30.51	30.81
Certified Mechanic	26.46	26.99	27.59	28.14	28.74	29.32	29.92	30.51	30.81
Clerk Receptionist	22.85	23.31		23.77		24.25		24.73	
Clerk Spare Library	21.62	22.05		22.49		22.94		23.40	
Clerk Spare Secretary	21.81	22.25		22.69		23.14		23.61	
Courier	20.94	21.36		21.79		22.22		22.67	
Cust Serv. Foreman	24.21	24.69		25.19		25.69		26.21	
Custodial Utility	21.44	21.87		22.31		22.75		23.21	
Custodian	22.85	23.31		23.77		24.25		24.73	
CYCW	25.87	26.39		26.92		27.45		28.00	
Electrical Technician	26.46	26.99	27.59	28.14	28.74	29.32	29.92	30.51	30.81
Electrician	26.46	26.99	27.59	28.14	28.74	29.32	29.92	30.51	30.81
FBS Clerk Secretary									
Finance Clerk	25.87	26.39		26.92		27.45		28.00	
First Nations HSLW	25.87	26.39		26.92		27.45		28.00	
Grounds Keeper I	22.10	22.54		22.99		23.45		23.92	
Grounds Keeper II	23.45	23.92		24.40		24.89		25.38	

Position	Pay Equity	Jul 1/06 +2%	Jul 1/06 + \$.60	Jul.1/07 +2%	Jul 1/07 + \$.60	Jul 1/08 +2%	Jul 1/08 + \$.60	Jul 1/09 +2%	Jul 1/09 + \$.30
Grounds Keeper III	26.46	26.99		27.53		28.08		28.64	
HR Secretary									
IT Clerk	22.82	23.28		23.74		24.22		24.70	
IT Technician	23.52	23.99		24.47		24.96		25.46	
Labourer	20.27	20.68		21.09		21.51		21.94	
Library Clerk	21.62	22.05		22.49		22.94		23.40	
Library Technician	22.02	22.46		22.91		23.37		23.84	
Maintenance FBS	22.10	22.54		22.99		23.45		23.92	
NHS	21.15	21.57		22.00		22.44		22.89	
O & M Clerk	24.09	24.57		25.06		25.56		26.08	
Painter/Decorator	26.46	26.99	27.59	28.14	28.74	29.32	29.92	30.51	30.81
Payroll Clerk	23.51	23.98		24.46		24.95		25.45	
Plumber/Gasfitter	26.46	26.99	27.59	28.14	28.74	29.32	29.92	30.51	30.81
School Secretary	24.29	24.78		25.27		25.78		26.29	
Secretary Ed. Pgms.									
Secretary International									
Secretary Spec. Pgms.									
Secretary Transp.	23.81	24.29		24.77		25.27		25.77	
EA Special Ed.	24.34	24.83		25.32		25.83		26.35	
EA Spec. Serv.	24.90	25.40		25.91		26.42		26.95	

\* Rate of pay and job description pending approval by Joint Pay Equity Committee.

**Shift Allowance**

All personnel employed on afternoon shift for six hours or more shall be paid a shift differential of thirty five (35) cents per hour for all hours worked on that shift.

**Lead Hands**

Those persons designated as Lead Hands shall receive an allowance of fifty (50) cents per hour.

**Charge Hands**

Those persons designated as Charge Hands shall receive an allowance of one (1) dollar per hour.

**First Aid Allowance**

Employees designated as a First Aid Attendant by the Board shall be paid as follows:

- Level 1            15 cents per hour
- Level 2            20 cents per hour
- Level 3            50 cents per hour

**SCHOOL DISTRICT No. 69 (QUALICUM)  
 JOB DESCRIPTIONS/CLASSIFICATIONS  
 CANADIAN UNION OF PUBLIC EMPLOYEES (Local 3570)  
 SCHEDULE 'B'**

<b>Job #</b>	<b>Job Description</b>	<b>Job #</b>	<b>Job Description</b>
1010	Accounting Clerk	1048	Human Resources Secretary
5010	Bus Driver	6010	IT Clerk
5020	Bus Driver Spare	6050	IT Technician
1020	Dispatch Clerk	3080	Labourer
3010	Carpenter	1050	Library Clerk
5030	Certified Mechanic	1060	Library Technician
4020	Child & Youth Care Worker	3090	Maintenance (False Bay)
1030	Clerk (Spare)	3100	Maintenance: Lead Hand
1040	Clerk Receptionist	4040	Noon Hour Supervisor
5040	Courier	1080	Operations & Maintenance Clerk
2020	Custodial Services Foreman	3110	Painter/Decorator
2030	Custodial Lead hand	1070	Payroll Clerk
2040	Custodial Utility	3120	Plumber/Gasfitter
2010	Custodian	3130	Properties Charge Hand
3020	Electrical Technician	1090	School Secretary
3030	Electrician	1125	Secretary Special Programs
*	FBS Clerk Secretary	*	Secretary Education Programs
1045	Finance Clerk	*	Secretary International Programs
4030	First Nations Home School Liaison Worker	1130	Secretary - Transportation Department
3040	Grounds Lead hand	4060	Education Assistant Special Services
3050	Groundskeeper I	4050	Education Assistant Special Education
3060	Groundskeeper II	5050	Transportation Charge Hand
3070	Groundskeeper III		

\* Rate of pay and job description pending approval by Joint Pay Equity Committee



**SCHOOL DISTRICT 69 (QUALICUM)  
CANADIAN UNION OF PUBLIC EMPLOYEES (Local 3570)  
SCHEDULE 'C'**

**VACATION ENTITLEMENT FOR 2006**

*The following Vacation Entitlement Schedule is applicable to 12 month employees only. Vacation entitlements for employees who work less than 12 months are pro-rated utilizing the following formula:*

*Vacation entitlement ÷ 12 months x number of months employed = individual entitlement.*

Year of Seniority Date	Credited with Years of Service	Vacation Entitlement	Vacation Pay Entitlement
1977	30	35	14½
1978	29	35	14½
1979	28	35	14½
1980	27	35	14½
1981	26	35	14½
1982	25	30	12½
1983	24	30	12½
1984	23	30	12½
1985	22	30	12½
1986	21	30	12½
1987	20	25	10½
1988	19	25	10½
1989	18	25	10½
1990	17	25	10½
1991	16	25	10½
1992	15	25	10½
1993	14	25	10½
1994	13	20	8½
1995	12	20	8½
1996	11	20	8½
1997	10	20	8½
1998	9	20	8½
1999	8	20	8½
2000	7	20	8½
2001	6	20	8½
2002	5	15	6¼
2003	4	15	6¼
2004	3	15	6¼
2005	2	15	6¼
2006	1	1¼ days per month to December 31 <sup>st</sup>	

**SCHOOL DISTRICT 69 (QUALICUM)  
CANADIAN UNION OF PUBLIC EMPLOYEES (Local 3570)  
SCHEDULE 'C'**

**VACATION ENTITLEMENT FOR 2007**

The following Vacation Entitlement Schedule is applicable to 12 month employees only. Vacation entitlements for employees who work less than 12 months are pro-rated utilizing the following formula:

*Vacation entitlement ÷ 12 months x number of months employed = individual entitlement.*

Year of Seniority Date	Credited with Years of Service	Vacation Entitlement	Vacation Pay Entitlement
1977	31	35	14½
1978	30	35	14½
1979	29	35	14½
1980	28	35	14½
1981	27	35	14½
1982	26	35	14½
1983	25	30	12½
1984	24	30	12½
1985	23	30	12½
1986	22	30	12½
1987	21	30	12½
1988	20	25	10½
1989	19	25	10½
1990	18	25	10½
1991	17	25	10½
1992	16	25	10½
1993	15	25	10½
1994	14	25	10½
1995	13	20	8½
1996	12	20	8½
1997	11	20	8½
1998	10	20	8½
1999	9	20	8½
2000	8	20	8½
2001	7	20	8½
2002	6	20	8½
2003	5	15	6¼
2004	4	15	6¼
2005	3	15	6¼
2006	2	15	6¼
2007	1	1¼ days per month to December 31 <sup>st</sup>	

**SCHOOL DISTRICT 69 (QUALICUM)  
CANADIAN UNION OF PUBLIC EMPLOYEES (Local 3570)  
SCHEDULE 'C'**

**VACATION ENTITLEMENT FOR 2008**

The following Vacation Entitlement Schedule is applicable to 12 month employees only. Vacation entitlements for employees who work less than 12 months are pro-rated utilizing the following formula:

*Vacation entitlement ÷ 12 months x number of months employed = individual entitlement.*

Year of Seniority Date	Credited with Years of Service	Vacation Entitlement	Vacation Pay Entitlement
1977	32	35	14½
1978	31	35	14½
1979	30	35	14½
1980	29	35	14½
1981	28	35	14½
1982	27	35	14½
1983	26	35	14½
1984	25	30	12½
1985	24	30	12½
1986	23	30	12½
1987	22	30	12½
1988	21	30	12½
1989	20	25	10½
1990	19	25	10½
1991	18	25	10½
1992	17	25	10½
1993	16	25	10½
1994	15	25	10½
1995	14	25	10½
1996	13	20	8½
1997	12	20	8½
1998	11	20	8½
1999	10	20	8½
2000	9	20	8½
2001	8	20	8½
2002	7	20	8½
2003	6	20	8½
2004	5	15	6¼
2005	4	15	6¼
2006	3	15	6¼
2007	2	15	6¼
2008	1	1¼ days per month to December 31 <sup>st</sup>	

**SCHOOL DISTRICT 69 (QUALICUM)  
CANADIAN UNION OF PUBLIC EMPLOYEES (Local 3570)  
SCHEDULE 'C'**

**VACATION ENTITLEMENT FOR 2009**

The following Vacation Entitlement Schedule is applicable to 12 month employees only. Vacation entitlements for employees who work less than 12 months are pro-rated utilizing the following formula:

*Vacation entitlement ÷ 12 months x number of months employed = individual entitlement.*

Year of Seniority Date	Credited with Years of Service	Vacation Entitlement	Vacation Pay Entitlement
1977	33	35	14½
1978	32	35	14½
1979	31	35	14½
1980	30	35	14½
1981	29	35	14½
1982	28	35	14½
1983	27	35	14½
1984	26	35	14½
1985	25	30	12½
1986	24	30	12½
1987	23	30	12½
1988	22	30	12½
1989	21	30	12½
1990	20	25	10½
1991	19	25	10½
1992	18	25	10½
1993	17	25	10½
1994	16	25	10½
1995	15	25	10½
1996	14	25	10½
1997	13	20	8½
1998	12	20	8½
1999	11	20	8½
2000	10	20	8½
2001	9	20	8½
2002	8	20	8½
2003	7	20	8½
2004	6	20	8½
2005	5	15	6¼
2006	4	15	6¼
2007	3	15	6¼
2008	2	15	6¼
2009	1	1¼ days per month to December 31 <sup>st</sup>	

**SCHOOL DISTRICT 69 (QUALICUM)  
CANADIAN UNION OF PUBLIC EMPLOYEES (Local 3570)  
SCHEDULE 'C'**

**VACATION ENTITLEMENT FOR 2010**

*The following Vacation Entitlement Schedule is applicable to 12 month employees only. Vacation entitlements for employees who work less than 12 months are pro-rated utilizing the following formula:*

*Vacation entitlement ÷ 12 months x number of months employed = individual entitlement.*

Year of Seniority Date	Credited with Years of Service	Vacation Entitlement	Vacation Pay Entitlement
1977	34	35	14½
1978	33	35	14½
1979	32	35	14½
1980	31	35	14½
1981	30	35	14½
1982	29	35	14½
1983	28	35	14½
1984	27	35	14½
1985	26	35	14½
1986	25	30	12½
1987	24	30	12½
1988	23	30	12½
1989	22	30	12½
1990	21	30	12½
1991	20	25	10½
1992	19	25	10½
1993	18	25	10½
1994	17	25	10½
1995	16	25	10½
1996	15	25	10½
1997	14	25	10½
1998	13	20	8½
1999	12	20	8½
2000	11	20	8½
2001	10	20	8½
2002	9	20	8½
2003	8	20	8½
2004	7	20	8½
2005	6	20	8½
2006	5	15	6¼
2007	4	15	6¼
2008	3	15	6¼
2009	2	15	6¼
2010	1	1¼ days per month to December 31 <sup>st</sup>	

**LETTER OF UNDERSTANDING**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
Local 3570**

**And**

**THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT No. 69 (QUALICUM)**

---

**PAY EQUITY**

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In the event that any additional government funding for pay equity adjustments is available and is received by the District (not including the ongoing maintenance funding) all additional funding shall be used for mutually agreed to pay equity adjustments using the CUPE Job Evaluation Plan.

The parties agree that any and all new pay equity funding will be applied to adjustments retroactive to the earliest funding eligibility date.

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FOR THE BOARD

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FOR THE UNION

Signed June 2, 2006

## LETTER OF UNDERSTANDING

Between

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3570**

And

**THE BOARD OF SCHOOL TRUSTEES, SCHOOL DISTRICT 69 (QUALICUM)**

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### Remuneration for Emergency Pager

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1. The rate is calculated at \$1.00 per hour for non-working hours during the week, plus statutory holidays, which are added as an average for the year. The weekly rate will be \$128.00 per week. This will be paid to the designated first responder for the time so designated.
2. An alternate will be designated and this alternate will receive the weekly allowance while acting in the capacity of the first responder. The rate will only be paid while acting as a first responder.
3. When acting in this capacity, the first responder must be available at all times except for normal working hours. Prior arrangements must be made for relief.
4. Relief will be designated on a weekly basis, from 3:30 pm on Friday until 7:00 am the following Friday, inclusive.
5. The relief person will be assigned on a rotational basis in order of seniority to designated lead hands who have indicated interest.
6. The first responder will be provided with the necessary authorization and training to communicate with the runner service and the monitoring service, and will be aware of processes and protocols.
7. The first responder will have delegated authority to call-out maintenance staff as per the rotation schedule (where possible) for emergent work. All call-outs will be logged.
8. Serious emergent events (i.e., fires) will be communicated to the Operations & Maintenance Manager, or, if unavailable, to the Secretary-Treasurer.

9. Custodial concerns not involving maintenance will be directed to the Operations & Maintenance Manager as available.

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This agreement is retroactive to the beginning of the pay period of October 10, 1997.

Originally agreed to June 6, 2000.

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FOR THE BOARD

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FOR THE UNION

Signed June 2, 2006



**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
Local 3570**

**AND**

**THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT 69 (QUALICUM)**

---

**SECONDARY SCHOOL EDUCATION ASSISTANTS AND  
CHILD & YOUTH CARE WORKERS**

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At the school year end when classes are no longer in session, the Board may, with the mutual agreement of the Union and the affected employees, transfer Education Assistants and Child & Youth Care Workers at the secondary school level to alternate Education Assistant or Child & Youth Care Worker positions. Mutual agreement will not be unreasonably denied.

Such employees will not suffer any loss of time, hours, wages or benefits. Such employees will be asked to specify preferred locations and reassignments will be made in order of seniority, based on the indicated preferences. The Board will accommodate individual employee circumstances that may limit their ability to travel to different sites.

It is recognized that there will be no displacement of existing employees.

Originally agreed to March 18, 2000.

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FOR THE BOARD

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FOR THE UNION

Signed June 2, 2006

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
Local 3570**

**AND**

**THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT 69 (QUALICUM)**

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**EMPLOYEES WORKING FROM HOME**

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The Union and the Board agree that an employee shall not work from home unless specifically agreed to between the parties and the employee involved. Requests by the Board shall not be unreasonably denied.

The Union and the Board acknowledge that the parties have agreed that the Call-Out Dispatch Clerk position has been accommodated in the past and the current employee may continue to work from home in the future.

The Board does not anticipate any significant shift in the future in the number of employees working from home.

Originally agreed to on March 18, 2000.

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FOR THE BOARD

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FOR THE UNION

Signed June 2, 2006

## LETTER OF UNDERSTANDING

Between

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3570**

And

**THE BOARD OF SCHOOL TRUSTEES, SCHOOL DISTRICT 69 (QUALICUM)**

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### JOB SHADOWING

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#### DEFINITION:

Job Shadowing is when a regular, probationary or spare employee requests and receives permission to "work beside" a regular school district employee as he or she performs his/her job.

#### PURPOSE:

The Union and the Board agree that an employee may have the opportunity to job shadow an employee in another job classification for which the employee does not have the required work experience. The employee must already possess all other qualifications. This opportunity will be based on the following regulations:

#### REGULATIONS:

1. Requests for job shadowing must be approved in advance by the Secretary-Treasurer, the CUPE Executive, the employee in the position, and the supervisor.
2. The employee being shadowed and the respective Department/School shall be given the option to refuse the job shadowing.
3. The employee being shadowed must be present at all times during the job shadowing.
4. The experience requirement of the individual job descriptions must be met. The parties shall agree in advance of any shadowing assignment on the length of the job shadowing assignment and how any time spent by the employee who is job shadowing shall be counted as experience to meet the experience requirement of the job classification being shadowed.
5. Any job shadowing agreement shall be non-grievable and non-arbitrable. Appeals may be heard by the Board in accordance with Board Bylaw No. 15, Appeals.
6. The job shadowing will take place during the requesting employee's spare time. There will be no remuneration for the time spent job shadowing.
7. An employee who has completed an experience qualification through job shadowing to meet the qualifications of a specific job description, may use his/her seniority to apply for a posting for which he/she is now qualified.

8. An employee may not bump a junior employee if he/she achieved the experience qualification for that employee's position through job shadowing until he/she has successfully posted into that classification.

Originally agreed to January 21, 2003.

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FOR THE BOARD

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FOR THE UNION

Signed June 2, 2006

**LETTER OF UNDERSTANDING**

**Between**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3570**

**And**

**THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT 69 (QUALICUM)**

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**RE: INFORMATION TECHNOLOGY TECHNICIAN**

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1. The IT Technician will have a 40-hour work week and will be eligible for overtime for all hours worked in excess of 40 hours per week. The 40-hour work week will be a flexible work schedule which may include evening and weekend work. There is no designation of "day shift" or "afternoon shift" applicable to this position, however, the majority of the work will be completed during the day shift. The shift premium and paid meal break will not be applicable to this position.
2. The IT Technician will be required to take part in continuing professional education and development. The district will prepare an annual professional development plan in consultation with the IT Technician. The IT Technician will not normally be required to participate on the two designated CUPE Professional Development Days but will receive two days equivalent Professional Development on different days as approved by the CUPE Professional Development Committee. It is understood that this provision is only applicable to the IT Technician position and does not have precedential value for other positions.

Originally agreed to April 22, 2005

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FOR THE BOARD

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FOR THE UNION

Signed June 2, 2006

**LETTER OF UNDERSTANDING**

**Between**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3570**

**And**

**THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT 69 (QUALICUM)**

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**TRANSFER OF DISTRICT EDUCATION ASSISTANTS**

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It is agreed that, whenever possible, a District Education Assistant will be provided with five (5) working days notice prior to being transferred to another school in the district.

Further, it is agreed that, should the district believe it is necessary to implement the transfer of a District Education Assistant without providing the noted five (5) working days notice, the union will be consulted and provided with the reasons.

Originally agreed to April 22, 2005

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FOR THE BOARD

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FOR THE UNION

Signed June 2, 2006

**LETTER OF UNDERSTANDING**

**Between**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3570**

**And**

**THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT 69 (QUALICUM)**

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**HR SECRETARY HOURS OF WORK**

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The parties have mutually agreed that the hours of work for the current HR Secretary may commence at 6:00 am.

This mutual agreement will terminate if the current HR Secretary no longer performs dispatch duties or if the current HR Secretary leaves the position.

This Letter of Understanding shall be renewed if the subsequent HR Secretary position continues to perform dispatch duties.

Originally agreed to April 22, 2005

\_\_\_\_\_  
FOR THE BOARD

\_\_\_\_\_  
FOR THE UNION

Signed June 2, 2006

## LETTER OF UNDERSTANDING

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### **Assignment of Education Assistants / Child & Youth Care Workers Who Work with Special Education Students with exceptional Needs (Medically Fragile)**

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With reference to 16.13 (Joint Education Assistant / Child and Youth Care Worker Posting Committee), the parties mutually agree that the following process will be used for the assignment of Education Assistants / Child & Youth Care Workers to work with special education students with exceptional needs (medically fragile):

1. The posting for the vacancy will include any special requirements that have been mutually agreed to by the Joint Education Assistant / Child and Youth Care Worker Posting Committee.
2. As soon as possible after the posting closes, qualified applicants will be invited to an orientation meeting. The Case Manager may be present during the orientation. A Union representative will be present during this orientation to the position. At the orientation meeting(s), the District Principal Special Programs and the principal of the school will describe the assignment in detail to the applicant(s). Topics covered will include the focal student's special conditions and what the successful applicant will be expected to do in this position. The District Principal Special Programs will provide the Union with an outline, in advance, of the orientation. Conditions of acceptance (#8) will also be communicated.
3. Applicants who remain interested in the position will then be interviewed by the District Principal Special Programs and the principal of the school. The purpose of the interview will be to determine which applicants meet the additional requirements. The Union representative will be provided with the interview questions in advance and will be present during the interviews. The interview may directly follow the orientation.
4. The selected applicant will be given an opportunity to observe the student for one day. The successful applicant will then be asked if he/she is willing to commit to this position for the remainder of the school year. If the successful applicant makes the commitment, he/she will then be given the training outlined in #6 below.
5. If the first selected applicant is not willing to accept the position, the applicant selected next in the interview process will be contacted and will follow Step 4 above. This will be repeated if necessary.
6. The selected applicant will then be provided with any appropriate training that the district deems necessary to meet the needs of the student.



7. The selected applicant must successfully complete the training period. The successful completion must be mutually confirmed by the principal of the school, the District Principal Special Programs, and the applicant.
8. The selected applicant must make a commitment to this position for the duration of the school year (therefore not eligible to apply for other postings). Subsequent to confirmation of the successful training period, and the applicant's commitment to the position, the selected applicant will be appointed to the position.
9. The successful applicant will annually reaffirm his/her commitment to this position for each school year. This annual confirmation will occur prior to the Spring Education Assistant / Child & Youth Care Worker Staffing Reorganization.
10. Senior employees will only be eligible to bump an Education Assistant / Child & Youth Care Worker who works with special education students with exceptional needs (medically fragile) under the following conditions:
  - a. Prior to the annual Spring Education Assistant / Child & Youth Care Worker Staffing Reorganization, a posting will be distributed requesting expressions of interest in this position. The purpose of this expression of interest is to evaluate the senior employees' qualifications in the event they have the opportunity to exercise their bumping rights and may wish to bump the incumbent Education Assistant / Child & Youth Care Worker. The evaluation of qualifications will be conducted in accordance with #2 and #3.
  - b. A list of potentially qualified Education Assistant / Child & Youth Care Workers will be formed following the interviews.
  - c. During the Education Assistant / Child & Youth Care Worker Staffing Reorganization, the most senior, potentially qualified Education Assistant / Child & Youth Care Worker who is eligible to exercise bumping rights, and who indicates that their first choice is to bump the incumbent Education Assistant / Child & Youth Care Worker, will be appointed to that position pending mutual confirmation of a successful training period as outlined in #6. The training period will take place in September.
  - d. If the appointment is mutually confirmed, the successful Education Assistant / Child & Youth Care Worker must make the commitments outlined in #8 and #9.
  - e. If the appointment is not mutually confirmed as outlined in #7, the Education Assistant / Child & Youth Care Worker will be eligible to apply for other postings, but will not be eligible to exercise bumping rights.

- f. If the appointment is not mutually confirmed, the previous incumbent Education Assistant / Child & Youth Care Worker will be given the opportunity to return to the position.

Originally agreed to May 4, 2005

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FOR THE BOARD

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FOR THE UNION

Signed June 2, 2006

**LETTER OF UNDERSTANDING**

**Between**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3570**

**And**

**THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT 69 (QUALICUM)**

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**RE: SPARE EMPLOYEES CALLED TO WORK LESS THAN FOUR (4) HOURS  
(ARTICLE 9)**

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Spare employees called to work for less than four (4) hours shall remain at the same place on the spare rotation list until he/she is offered the next call of four (4) hours or more.

Should the next call to work be for less than four (4) hours, the next person on the spare rotation list shall receive this call.

Originally agreed to May 9, 2006

\_\_\_\_\_  
FOR THE BOARD

\_\_\_\_\_  
FOR THE UNION

Signed June 2, 2006

**LETTER OF UNDERSTANDING**

**Between**

**The Canadian Union of Public Employees  
Local 3570**

**And**

**Board of School Trustees  
School District 69 (Qualicum)**

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**RE: INCREASING THE DURATION OF AN ASSIGNMENT**

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If management decides to increase the duration of an existing position that is less than 12 months, the increase in duration will not be subject to challenge.

The procedure described in Article 16.12 (b) (Increase in Hours) will apply and the employee will be given the option to refuse the increase in duration and accept a layoff.

Originally agreed to June 2, 2006

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FOR THE BOARD

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FOR THE UNION

Signed June 2, 2006

**LETTER OF UNDERSTANDING**

**Between**

**The Canadian Union of Public Employees, Local 3570**

**And**

**Board of School Trustees  
School District 69 (Qualicum)**

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**RE: BENEFITS COMMITTEE**

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1. The parties agree to form a Sub Committee comprised of three (3) District representatives and three (3) Union representatives to discuss the cost of benefits, including welfare and sick leave benefits, and explore potential efficiencies.
2. Both parties must mutually agree to any recommendations coming from the Sub Committee.
3. Both parties agree to negotiate the distribution of any savings realized through this process.
4. If there is no agreement on how identified savings will be shared, there will be no changes to the respective benefit.

Originally agreed to June 2, 2006

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FOR THE BOARD

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FOR THE UNION

Signed June 2, 2006

**LETTER OF UNDERSTANDING**  
**Between**  
**The Canadian Union of Public Employees, Local 3570**  
**And**  
**Board of School Trustees**  
**School District 69 (Qualicum)**

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**RE: STUDENT SUPPORT SERVICES POSTINGS**

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1. For the 2006/2007 school year:  
The July and August postings will not include any postings for student support services positions. The District and the Union may mutually agree to an exception.  
  
Postings for student support services positions will commence as soon as reasonably possible in September, and will continue on an accelerated schedule as follows:
  - a. Postings will open on Monday, and the closing deadline for applications will be on Wednesday at 12:00 (noon).
  - b. Positions will be filled and new vacancies will be posted on the following Monday.  
This cycle of weekly Monday postings which close on the following Wednesday will continue until all known student support services positions are filled.
2. Article 16.14 (Temporary Job Postings) will be revised as follows:  
"Postings of vacancies for Education Assistants and Child and Youth Care Workers that occur after the first pay period in December shall be posted as Temporary Vacancies to the end of the school year."
3. The parties further agree to form a Sub Committee comprised of 3 District representatives and 3 Union representatives to review the process outlined in number 1 above and discuss potential alternate reorganization procedures for student support services to be implemented commencing Spring 2007.
4. If the parties are able to agree on language for reorganization of student support services, it shall be included in the Collective Agreement as a Letter of Understanding.

Originally agreed to June 2, 2006

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FOR THE BOARD  
Signed June 2, 2006

---

FOR THE UNION

**LETTER OF UNDERSTANDING**

**Between**

**The Canadian Union of Public Employees, Local 3570**

**And**

**Board of School Trustees  
School District 69 (Qualicum)**

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**RE: HARASSMENT**

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The parties agree to establish a committee with two (2) representatives from the Employer and two (2) from the Union to review the language that the Union has provided on Harassment. The committee will report to the parties no later than November 15, 2006.

If the parties are able to agree on language for Article 4.3 (Harassment/Sexual Harassment) prior to the printing of the new Collective Agreement it shall be included in the body of the agreement otherwise it will be included as a Letter of Understanding.

Originally agreed to June 2, 2006

\_\_\_\_\_  
FOR THE BOARD

\_\_\_\_\_  
FOR THE UNION

Signed June 2, 2006

## APPENDIX A

### School District No. 69 (Qualicum)

and

### Canadian Union of Public Employees, Local 3570.

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#### MEMORANDUM OF AGREEMENT APPRENTICESHIPS

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1. All apprentices shall be employed in accordance with the provisions of the British Columbia Apprenticeship Act and the parties hereto agree to observe all provisions of said Act. All apprentices shall become members of the Union. All provisions of the collective agreement shall be applicable to apprentices in his/her program, subject to any restrictions under this Memorandum of Agreement.
2. The implementation of the apprenticeship shall be in accordance with the intent of the recommendations to the Labour Management Committee (attached).
3. The apprenticeship position(s) shall be posted in accordance with Article 16 of the Collective Agreement. If no applications are received through the posting procedure, the Board shall advertise outside of the Bargaining Unit.
4. The Journeyperson rate of pay shall be established initially at \$24.94 per hour, shall be appended to Schedule A of the Collective Agreement and shall be subject to change in accordance with regularly negotiated rates of pay.
5. Rates of pay shall be:

a. 1st six months of indenture	55% of Journeyperson rate
b. 2nd six months of indenture	60% of Journeyperson rate
c. 3rd six months of indenture	65% of Journeyperson rate
d. 4th six months of indenture	70% of Journeyperson rate
e. 5th six months of indenture	75% of Journeyperson rate
f. 6th six months of indenture	80% of Journeyperson rate
g. 7th six months of indenture	85% of Journeyperson rate
h. 8th six months of indenture	90% of Journeyperson rate
6. Where the apprentice is required to complete a term of schooling the appropriate increment shall only be applied upon successful completion of that term of schooling. Where the apprentice has been unsuccessful in this regard, he/she shall be granted one opportunity to repeat and successfully complete that term of schooling. If unsuccessful after this second attempt, the apprenticeship appointment shall be terminated.



7. While attending an approved vocational school, the apprentice shall receive from the appropriate government authorities allowances and school expenses in accordance with the government's schedule of grants pertaining to apprenticeship training.
8. All apprentices shall be employed in a Temporary Vacancy but this service shall be recognized upon successful completion of the apprenticeship. The seniority granted shall be retroactive to the start of the apprenticeship.
9. Performance of duties shall be subject to evaluation every six months.
10. All specialty tools required by the apprentice in the performance of his/her duties shall be provided by School District 69.
11. Employment with School District 69 (Qualicum) upon completion of apprenticeship:
  - a. Where an employee has completed the apprenticeship and has received his/her tradesperson qualification (TQ) from the Ministry of Labour, there is no obligation on behalf of the Board to continue to employ the tradesperson. Should the Board not have a vacancy for the newly qualified tradesperson, the employee may use his/her seniority to bid for positions which are vacant for which he/she is qualified or he/she shall have his/her name added to the spare list applicable to the department to which he/she served the apprenticeship.
  - b. It is further understood that the Board intends, whenever possible, the employ the employee as a tradesperson upon completion of the apprenticeship period. It is understood that the Board will make reasonable efforts to employ the employee as a tradesperson upon completion of the apprenticeship period. When this is not possible, the Board will advise the employee and the Union as soon as possible.

Originally agreed to January 19, 1996.

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FOR THE BOARD

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FOR THE UNION

Signed June 2, 2006

**RECOMMENDATIONS  
TO THE LABOUR MANAGEMENT COMMITTEE  
ON IMPLEMENTATION OF APPRENTICESHIPS**

**Recommendation #1**

That the Board, on an annual basis, will review the available budget to determine whether a new apprenticeship can be offered or an existing apprenticeship continued.

**Recommendation #2**

- a) That a committee be formed to select the area for apprenticeship. The committee is to consist of the Properties and Transportation Managers, and a Union representative from the Properties and Transportation Departments.
- b) The decision of the committee should be announced as soon as possible to permit employees the opportunity to acquire the necessary qualifications.
- c) The Assistant Superintendent of Schools, in conjunction with the Career Education Coordinator and Career Education Assistant, will produce an apprenticeship brochure. This brochure is to be updated annually in June. The brochure will feature apprenticeships that could be offered within this district, the length of the apprenticeship, the pre-apprenticeship requirements, necessary qualifications, etc.

**Recommendation #3**

That a Joint Selection Committee be formed consisting of the departmental manager, a tradesperson from the area of apprenticeship and a mutually agreed upon third party knowledgeable in the area of the apprenticeship. This committee is responsible for advertising the availability of an apprenticeship and selection of a candidate.

**Recommendation #4**

That the apprenticeship be posted in-house first. If there are no qualified applicants, the position will be advertised publicly.

**Recommendation #5**

That the selection criteria will be reviewed for each apprenticeship and, where applicable, will include:

- a) Successful completion of the appropriate pre-apprenticeship program.
- b) Meet the qualification of the tradesperson's job description with the exception of the experience and T.Q. requirements.

## **Recommendation #6**

That a written agreement be made with the apprentice to provide for the following:

- a) The apprentice will complete the first and last year of the apprenticeship with the Board.
- b) The apprentice will make their own arrangements with another employer to fulfill the requirements of the apprenticeship program that cannot be offered by the School District. The time spent away from employment with the School District should occur between the beginning of the second year and completion of the third year of the apprenticeship. The District will assist the employee with making outside contacts.
- c) Should a position become available with the District and if he/she is the only qualified applicant, the experience requirement of the tradesperson's job description will be waived.

## **APPENDIX B**

**Letter of Understanding (LOU)  
Between  
BC Public School Employers' Association  
And  
School Boards who are Signatories to this LOU  
And  
Support Staff Unions who are Signatories to this LOU**

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

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

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

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

### **Term**

July 1, 2006 to June 30, 2010

### **General Wage Increase**

July 1, 2006	2%
July 1, 2007	2%
July 1, 2008	2%
July 1, 2009	2%

### **Incentive Payment**

Should the parties conclude an agreement by June 30, 2006 and the settlement is subsequently ratified, each bargaining unit member who is an employee of the School District at the earlier of the date of ratification or June 30, 2006 shall be eligible to receive a one time lump sum incentive payment.

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

- The incentive payment shall be up to \$ 3,700 for each full-time equivalent employee and shall be pro-rated for part-time employees.

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

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

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

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

1. The parties agree to establish a Support Staff Skills Enhancement, Apprenticeship and Workforce Adjustment Committee which shall consist of four (4) representatives of support staff unions who are signatories to this LOU, and four (4) representatives of BCPSEA.
2. By no later than September 30, 2006, the Committee shall develop specific criteria to be used in allocating the funds provided to it under this Letter of Understanding, including the processes and deadlines under which Districts and local unions may jointly seek to access funds held by the Committee. These processes will include a requirement that Districts and local unions seeking to access the funds provide the Committee with:

- a. an employee demographic analysis; and,
- b. a human resource plan which provides for the development and maintenance of a qualified and sustainable support staff workforce.

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

### **Skills Enhancement and Retraining Funding**

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

### **Apprenticeship Opportunities Funding**

6. The Committee will be provided with a one-time payment equal to a maximum of \$3,000,000, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with \$1.5 million). These monies will be used to facilitate and support apprenticeship opportunities in British Columbia school districts.
7. The funding will be available to all support staff employees whose bargaining agents become signatories to this Letter of Understanding.
8. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

## **Apprentice Sponsor Funding**

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

July 1, 2007 \$828,000

July 1, 2008 \$828,000

July 1, 2009 \$828,000

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

## **Workforce Adjustment Committee Funding**

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

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

**Labour Market Adjustment Fund**

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

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

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

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

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



20. In order to access the funding set out in paragraph 18 above, districts and locals must make joint application to the Committee and must demonstrate that the funding sought will be used to address recruitment and retention issues on the basis of the criteria set out in paragraph 17 above. The provision of this funding will be subject to the approval of PSEC.
21. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.
22. The continuation of the Labour Market Adjustment Fund beyond July 1, 2009 shall be determined during the next round of collective bargaining between the parties.

### **Trades Adjustment**

23. The Committee shall be provided with funding in the following maximum amounts, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with 50% of the funding set out below), to provide a wage increase to all employees with Trades Qualifications:  
  
July 1, 2006 \$1,656,000  
July 1, 2007 \$828,000  
July 1, 2008 \$828,000
24. The amount of the wage increase shall be determined by dividing the available monies in each year equally between employees with Trades Qualifications in signatory bargaining units.
25. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

### **Liaison on Education Policy Matters**

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

## **Education Assistants Committee**

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

## **Long Term Disability and Joint Early Intervention**

30. Employers whose bargaining units become signatories to this LOU and who are not currently members of the Public Education Benefits Trust (PEBT) shall become members of the PEBT (including the operation of the Joint Early Intervention Service). It is understood that Government will provide the PEBT with funding in the maximum amount of \$7.9 million dollars annually for this purpose, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the maximum financial commitment of Government shall be \$3.95 million). Subject to the above, funding will be provided on the first business day after July 1, 2006, and on the first business day after January 1 in each calendar year commencing January 1, 2007. The parties further agree that in order to access the government funded LTD plan and the Joint Early Intervention Service they shall place their dental, extended health, group life insurance and, where applicable, accidental death and dismemberment benefit coverage as soon as the PEBT is able to take on this responsibility.
31. Once the PEBT is able to do so, the parties agree that they will participate on the following conditions:
  - a. If there is no penalty clause in the current contract(s) with existing benefit carrier(s)/consultants, as soon as possible; or
  - b. If there is a penalty clause, the benefits will be transferred when the current contract(s) expires.
32. The Parties agree that any references to specific benefit carriers providing the benefits identified above will be effective only until the date of participation in the benefits trust.

## Fiscal Dividend

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

### THE PARTIES AGREE AS FOLLOWS:

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

#### 1.0 Fiscal Dividend:

- 1.1 If fiscal dividend funds are determined to be available, upon receipt of funding from the government, a fiscal dividend will be paid to employees as soon as practicable for the school district to calculate the individual payment amounts and distribute the funds.
- 1.2 The quantum of the Fund accessible for the parties to this agreement will be based on the Province's audited financial statements as at March 31, 2010.

The Fund will be determined as follows:

- i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of \$150 million.
- ii. Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.
- iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus; i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.
- iv. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.

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

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

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