

# COLLECTIVE AGREEMENT

BETWEEN

THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 71 (COMOX VALLEY)

AND

THE CANADIAN UNION OF PUBLIC  
EMPLOYEES,  
LOCAL 439

July 1, 2006 - June 30,  
2010

April 2007

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SCHOOL DISTRICT NO. 71 (COMOX VALLEY)

COLLECTIVE AGREEMENT

BETWEEN:

THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 71 (COMOX VALLEY)

(hereinafter called the "Board")

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 439

(hereinafter called the "Union")

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

AND WHEREAS the Board approves and recognizes the Union as the sole bargaining agent on behalf of its employees within the classes represented by the Union;

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

NOW THEREFORE THE FOLLOWING IS HEREBY AGREED TO:

ARTICLE 1 - DEFINITIONS

1.01 Callout - A callout occurs only when an employee is brought back to work after having officially completed their duties for the day or the week and has left the job in a normal manner.

1.02 Fringe Benefits - Fringe benefits are defined as payments made to or

on behalf of a regular employee in addition to basic salary, responsibility allowances, and statutory holiday pay. Temporary employees shall be entitled to an additional fifteen and one-half percent (15.5%) of salary in

lieu of all fringe benefits, including vacation pay, statutory holiday pay, and leaves. The additional 15.5% shall be eliminated once a "temporary employee" becomes a "continuing temporary employee", unless they waive their right to participate in fringe benefits under Article 28.04.

- 1.03 Probationary Employee - An employee who is serving a probationary period in a regular position to determine suitability as a regular employee.
- I.04 Regular Employee - An employee who has been formally appointed to an established position and notified in writing.
- 1.05 Retirement - Termination of employment shall be in conformity with the provisions of the Municipal Pension Plan. The Board shall always have the right to retire employees at age sixty-five (65).
- 1.06 Resignation - Any voluntary termination of employment other than retirement.
- I.07 Temporary Employee - A person who is hired to fill a specific work assignment which is anticipated to be of a specific and limited duration.
- 1.08 Continuing Temporary Employee - A person who meets the limited seniority provisions provided in Article 15.03.
- 1.09 Supervision Assistant Employee -
- (a) A person who is hired primarily to supervise pupil activities on school premises. Supervision assistant employees are only entitled to the rights and benefits accorded to temporary employees, during the term of their employment.
  - (b) Employees who have the greatest length of service shall be given first consideration for purposes of internal supervision assistant postings or other changes of assignment within their category. Such categories are elementary and middle/secondary,
- 1.10 Part-Time Employee - For purposes of this agreement means an employee who works less than the full working week as specified in Article 18, regardless of whether the employment is on a seasonal, school

year, or year round basis.

Full-Time Employee - For purposes of this agreement means an employee who works the full working week as specified in Article 18 even though the employment may be on a seasonal or school year basis.

1.12 Spouse – a legally defined married or common-law relationship, as defined by Canada Income Tax Act.

1.13 Technological Change

- (a) The introduction by the Board of a change in work, undertaking, or business, or a change in equipment used or material from the equipment or material previously used by the Board in work, undertaking, or business; or
- (b) A change in the manner that the Board carries on work, undertaking, or business related to the introduction of that equipment or material.

## ARTICLE 2 - MANAGEMENT RIGHTS

2.01 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 the grievance procedure.

2.02 Duties of employees, job descriptions, and qualifications will be established by the Board. When new job descriptions are being developed, or existing job descriptions changed, discussions will take place in Liaison Committee prior to implementation. Following the establishment of the changed job descriptions or duties, Article 27 will apply.

## ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

3.01 The Board recognizes the Canadian Union of Public Employees and its Local 439 as the exclusive bargaining agent for those employees for whom the Union has been certified. Should there be a dispute as to who is considered an employee for purposes of this Collective Agreement, either party may seek a decision from the Labour Relations Board.

3.02 The parties to this Agreement agree to negotiate with each other all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.



## ARTICLE 4 - NO DISCRIMINATION

### 4.01 Board Shall Not Discriminate

The Board, its servants and agents, agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, discipline, discharge, or otherwise by reason of race, creed, colour, national origin, political or religious affiliation, sex, or marital status nor by reason of membership in a labour union.

## ARTICLE 5 - UNION SECURITY

### 5.01 All Employees to be Members

- (a) The Board agrees that all employees covered by the terms of this Agreement shall, as a condition of continued employment, become and remain members of the Union.
- (b) All employees are required to complete an authorization form providing for the deduction from their wages of regular dues payable to the Union by members of the Union. Such form will be provided to the Board by the Union.

5.02 In the event that an employee fails to comply with the provisions of Article 5.01 above, the Board shall forthwith terminate their employment.

## ARTICLE 6 - CHECK-OFF OF UNION

### DUES

### 6.01 Dues and Assessments

The Board agrees to deduct from the first day of employment any assignments and assessments levied in accordance with the Union's constitution. The Union will advise the Board in writing of any dues or assessments that may be levied or revised from time to time. All such deductions will be forwarded to the Secretary-Treasurer of the Union within ten (10) working days following the month in which such deductions were made, accompanied by a list of the names of all employees from whose wages the deductions have been made, together with the

6.02 Dues Receipts

hours worked, the total wages earned, and the amounts deducted for that period.

The Board will advise each employee in writing of the amount of union dues deducted by way of payroll deduction at the time T-4 slips are provided.

## ARTICLE 7 - THE BOARD AND UNION SHALL ACQUAINT NEW

### EMPLOYEES

#### 7.01 Acquainting New Employees

- (a) 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, and shall give to each new member a copy of this Agreement.
- (b) The Board shall provide a pre-employment orientation session for all new employees at no cost to the Board. A representative of the Union shall be provided with up to thirty (30) minutes during the orientation session for the purpose of acquainting new employees with their rights, obligations, and benefits under the terms and conditions of the collective agreement.

#### 7.02 Notification of New Employees

The Board agrees to notify the Union of the name, address, position, and location of each new employee not later than at the time of the next dues remittance.

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

7.04 A nominal roll of all employees, including names, addresses and telephone numbers, shall be forwarded by the Board November 1st of each year. Should an employee refuse to provide personal information, the work location of the employee will be used and the Union will be advised.

## ARTICLE 8 - CORRESPONDENCE

8.01 Any correspondence arising out of this Agreement or incidental

6.02 Dues Receipts

thereto shall pass to and from the Secretary-Treasurer or designate of the Board and the Recording Secretary of the Union.

8 .02        The Union shall notify the Board of the names of members of committees and shop stewards for each site.

## ARTICLE 9 - LIAISON COMMITTEE

### 9.01        Establishment of Committee

A Liaison Committee shall be established, consisting of three (3) representatives of the Union and three (3) representatives of management. Additional representatives may attend upon agreement by the committee. The committee shall enjoy the full support of both parties to this Agreement in the interests of maximum service to the school district.

### 9.02        Function of Committee

The primary purpose of this committee is to foster a harmonious problem-solving relationship between the Board and its employees, and to this end the committee shall concern itself with matters of the following general nature:

- (a)        considering constructive criticisms of all activities so that better relations shall exist between the Board and the employees;
- (b)        increasing operating efficiency by promoting cooperation in effecting economy moves and developing methods of testing of materials;
- (c)        improving of service to students and the public;
- (d)        promoting of safety and sanitary practices and the observance of safety rules;
- (e)        reviewing suggestions from employees and employer regarding questions of working conditions and service (but not grievances concerned with service);
- (f)        correcting of conditions making for grievances and misunderstandings:

6.02 Dues Receipts

- (g) promoting education and training of staff;
- (h) discussing adjustments in employees' workloads; and

- (i) considering other matters which will assist in fostering the relationship.

9.03 Meetings of Committee

The committee shall meet monthly. Members shall receive their notice and agenda at least four days before the meeting, and discussion at the meeting shall be confined to items on the agenda. In the event that there is a nil agenda the meeting shall not take place, and the Union will be notified.

9.04 joint Chairs of Meetings

A Board and a Union representative shall be designated as joint chairs and shall alternate in presiding over meetings.

9.05 Minutes of Meetings

Minutes of each meeting of the committee shall be prepared and circulated as promptly as possible. Circulation of the minutes will be as agreed by the committee.

9.06 Jurisdiction of Committee

- (a) The committee shall not have jurisdiction over wages or any other matters of collective bargaining, including the administration of this Collective Agreement.
- (b) The committee shall not supersede the activities of any other committee of the Union or of the Board, and does not have the power to bind either the Union or its members or the Board to any decisions or conclusions reached in their discussions. The committee shall have the power to make recommendations to the Union and the Board with respect to its discussions and conclusions.

ARTICLE 10 \_\_\_\_\_ N.A.

E II - RESOLUTIONS AND REPORTS OF THE

ARTICLE BOARD Board Shall Notify Union

E 11.01 Any reports or recommendations about to be made to the Board  
dealing with matters of policy and/or conditions of employment.



employees within this bargaining unit shall be communicated by the Board to the Union in time to afford the Union a reasonable opportunity to consider them and, if deemed necessary, to speak to them when they are dealt with by the Board.

11.02 Copies of all draft agendas; final minutes, motions, resolutions and bylaws or policies and regulations adopted by the Board will be posted on the school district website as soon as they are available, at <http://sd71.bc.ca>. The Employer will notify the Vice-President and Recording Secretary of the Union, and all the administrative assistants by e-mail, that these items have been posted on the website.

## ARTICLE 12 - GRIEVANCE

### PROCEDURE

#### 12.01 Discussion of Differences

##### Stage

- (a) The employee may meet with the employee's immediate supervisor as soon as a meeting can be arranged to discuss any matter that may give rise to a grievance, in an attempt to resolve any difference through an informal discussion. The employee may be accompanied by up to a maximum of two Union representatives. The employee's immediate supervisor may be joined by up to an equal number of Board representatives.
- (b) By mutual agreement, the above noted parties may meet more than once in an attempt to informally resolve any difference.
- (c) If the parties fail to resolve a difference at the discussion of differences stage, the employee along with Union representatives has the option to proceed to Step 1 of the Grievance Procedure within five (5) working days of the last informal meeting referred to in Article 12.01(b).

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

- (a) The aggrieved employee(s) shall submit the grievance to the shop steward for reference to the Union Grievance Committee. Grievances shall be initiated with all dispatch, but at all times within fifteen (15) working days from the time the employee(s) or Union became aware of the event giving rise to the grievance.

Step 1 Should the Union Grievance Committee consider the grievance to be justified, the employee(s) concerned, together with the shop steward, shall first seek to settle the dispute with the appropriate supervisor, who shall render a decision within five (5) working days.

Step 2 Failing agreement in Step 1, application shall be made to the Secretary-Treasurer or designate of the Board, in writing, stating the grievance concerned. A decision shall be rendered within five (5) working days.

Step 3 Failing a satisfactory settlement being reached in Step 2, a hearing shall be granted the Union by the Board or a committee of the Board within ten (10) working days after receipt of an application for such hearing. The Union must request such a hearing within ten (10) working days of receipt of the decision rendered in Step 2. The decision of the Board shall be rendered within twenty (20) days.

- (b) The Board and/or the Union and/or a group of employees shall have the right to submit, in writing, any dispute of a general policy nature under the first paragraph hereof, to the other party. Where a dispute of this nature occurs, then the Chief Shop Steward of the Union shall commence the procedure at Step 2.
- (c) The procedure for settling disputes as set out in this Article shall be strictly adhered to.
- (d) Time limits referred to in this Article may be extended by mutual agreement of the parties.

12.03 Failing settlement of any dispute as outlined above, then either party may, upon giving ten (10) days notice to the other party in writing, refer the dispute to arbitration. The notice must be made within

twenty (20) working days of receipt of decision rendered under Step 3.

12.04 Grievance Recommendations

(a) If a difference arises between the parties relating to the dismissal,

discipline or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, a single arbitrator agreed to by both parties shall at the request of either party:

- (1) investigate the difference;
- (2) define the issue in the difference; and
- (3) make written recommendations to resolve the

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

- (b) Neither party will make a request pursuant to this article without the agreement of the other party.

## ARTICLE 13 -

### ARBITRATION

#### 13.01 Single Arbitrator

The parties may by mutual agreement refer the dispute to a single arbitrator, with each party paying one-half (0.5) of the cost of such single arbitrator. The single arbitrator shall have the same powers as an arbitration board.

#### 13.02 Composition of Board of Arbitration

Notwithstanding the above, the parties may refer the dispute to a board of arbitration which shall consist of three (3) members, one (1) to be selected by the Board and one (1) by the Union within ten (10) working days of either party being notified by the other party. There shall also be a third mutually acceptable person who shall act as chairperson, to be chosen by the two (2) persons so selected.

#### 13.03 Failure to Appoint

In the event that the two (2) appointees are unable to agree upon the selection of the third member of the board of arbitration within a period of ten (10) working days after notice of the appointment of

the members of the board of arbitration by the parties, the Minister of Labour of the

Province of British Columbia shall be requested to appoint such a third member.

13.04 Decisions of the Board

The decision of the board of arbitration, or a majority thereof, shall be final and binding upon the parties, but in no event shall the board of arbitration have the power to alter, modify, or amend this Agreement in any respect.

13.05 Expenses of the Board

Each party shall pay the expenses of the member of the board of arbitration chosen by it and all expenses incurred in connection with the presentation and preparation of its own case, but the parties shall share equally the expenses of the third member of the board of arbitration.

ARTICLE 14 - DISCHARGE, SUSPENSION, AND

DISCIPLINE

14.01 Termination of Employment

Except in the case of dismissal for proper cause, the Board shall give and expect one (1) month's notice when terminating the services of any regular employee. This shall not apply to those employees engaged on a day-to-day basis.

14.02 Discipline

(a) Right to Have a Steward Present

When a supervisor intends to formally discipline an employee, the employee has the right to have a shop steward present at the interview. The supervisor shall notify the employee in advance of the purpose of the interview, provided that this does not result in an undue delay in the appropriate action being taken.

(b) 'Whenever the Board deems it necessary to censure an employee in a manner indicating that suspension or dismissal may follow any repetition of the act complained of or omission referred to, or

may follow if such employee fails to bring their work up to a required standard by a given date, the Board shall forthwith give written particulars of such censure to the employee and the Recording Secretary of the Union.



14.03 Crossing of Picket Lines

Employees shall not be required to cross any picket line legally established and maintained under the Statutes of British Columbia. Both parties agree to seriously attempt to get permits from the disputants to allow School Board employees to carry out normal functions.

14.04 Participation in Job Action

- (a) No individual employee shall be disciplined for participation in any action(s) called by the CLC, CUPE, or the B.C. Division of CUPE, and supported by the local Union. This does not indicate Board support for such action(s).
- (b) The contemplated action(s) shall be discussed with the Liaison Committee prior to the action(s) taking place.

14.05 Access to Personnel Files

An employee shall have the right with one working day's notice to have access to and review their personnel file, and the right to respond in writing to any document contained therein. Such response shall become part of the employee's record. Employees shall have the right to have a letter of discipline, other than for incidents involving abuse, removed from their personnel file twenty-four (24) months after its insertion, provided there have not been other related incidents.

14.06 Designation of Supervisor

Employees shall be notified of their immediate designated supervisor, In the event of conflicting instructions from supervisors, employees shall consult the designated supervisor pursuant to their job description or, if not specified in the job description, their letter of appointment.

ARTICLE 15 - SENIORITY

15.01 Seniority Defined

- (a) Seniority is defined as the length of service in the bargaining unit as a regular employee. Following successful completion

of the probationary period, seniority shall be dated to include employment as a:

- (1) probationary employee;

- (2) continuing temporary employee;
- (3) temporary employee, the actual number of days worked of one-half (0.5) time or more per day in the twenty-four (24) months prior to becoming a probationary or continuing temporary employee, such time not to exceed one hundred eighty-five (185) working days, excluding supervision assistant hours not included in an employee's daily assignment;

provided always that there has not been a break in service parallel to that provided in Article 15.04.

Individuals who became continuing temporary employees as a result of Article 15.03 (e) of the previous January 1, 2000 to June 30, 2003 collective agreement, will have their seniority counted pursuant to the collective agreement in effect on December 31, 1994.

- (b) Except as provided in Article 24.07(j), seniority will be reduced by the total of any unpaid breaks in service exceeding sixty (60) working days, excluding involuntary absence due to illness or injury (always subject to Article 23.02).
- (c) The calculation of length of service or breaks between periods of employment prior to October 1, 1992, will be pursuant to the Collective Agreement which was in effect on September 30, 1992.

## 15.02 Seniority List

- (a) An up-to-date seniority list for regular employees will be sent out annually in April. Such lists are to reflect all seniority accumulated inclusive to March 31<sup>st</sup> of each year.
- (b) A list of continuing temporary employees will be sent out three (3) times per year in January, April, and August. Such lists are to be established by the payroll containing the final calendar day of the preceding month and posted within five (5) days of that payroll's pay date.

- (c) Employees will be advised when they have reached their continuing temporary status in order to access benefits available to them. At this time, their names will be added to the appropriate substitute list for work in their job category.

15.03 Continuing Temporary Employee

- (a) Full and part-time temporary employees in Schedule "A" Positions who have been employed twelve hundred (1,200) hours within a period of twenty-four (24) consecutive months, in their job category, excluding supervision assistant hours not included in an employee's daily assignment, shall become continuing temporary employees.
- (b) Full and part-time temporary employees in Schedule "B" Positions who have been employed fifteen hundred (1,500) hours within a period of twenty-four (24) consecutive months, in their job category, shall become continuing temporary employees.
- (c) The seniority rights for continuing temporary employees shall be limited to the right to apply for posted vacancies and the provisions of Article 17.05(b).

15.04 Loss of Seniority

- (a) Seniority will only be lost when an employee:
  - (1) resigns;
  - (2) is terminated for cause and is not reinstated;
  - (3) is on layoff for a period in
    - (i) Six (6) months - for employees with less than eighteen (18) months of seniority;
    - (ii) Twelve (12) months - for employees with eighteen (18) months or more but less than three (3) years of seniority;
    - (iii) Eighteen (18) months - for employees with more than three (3) years but less than seven (7) years of seniority;
    - (iv) Twenty-four (24) months - for employees with more than seven (7) years of seniority.

- (4) occupies a non-bargaining unit position longer than a six (6) month duration.
- (b) Work of less than five (5) days within the layoff period will not be considered as time worked for the purposes of Article 15.04(a) (3).

## ARTICLE I6 - PROMOTIONS AND STAFF CHANGES

- 16.01 (a) In the event that a regular position becomes vacant or a new regular position is created, the following procedures will apply:
- (1) The Board agrees to post notices of all vacancies including temporary vacancies in excess of forty (40) working days, or newly created positions for a period of five (5) working days, and to provide the Union with a copy of such notice. Appointment from within the bargaining unit shall be made within twenty (20) working days after the posting period, and shall be effective as soon as possible thereafter. The Board will advise the Union forthwith of the name and particulars of the successful applicant.
  - (2) If management feels that the filling of an educational assistant position should be delayed to a natural break in the school year, such as term, semester or holiday, as it could have a detrimental impact on the operation, the Union agrees to participate in discussions with management on the matter.
  - (<sup>3</sup>) In order to stabilize operations, if a subsequent vacancy occurs as a result of 16.01 (a), management will fill the vacancy to meet the operational needs of the district.
- (b) Information in Postings
- Posting of vacancies will include:
- (1) Position available, including hours per week and shift (if

applicable);

(2) Location of position;

(3) Start date, approximate finish date or duration  
(if  
applicable);

(4) Qualifications, training, and experience, and job characteristics and requirements.

(c) When a newly created position is increased in hours by a minimum of twenty percent (20%) and/or increased by at least two (2) pay grades within six (6) months of the effective date, the position will be re-posted.

16.02 In all cases of demotions, promotions, and transfers affecting regular and probationary employees, seniority will govern, provided always that the employee has the required ability and qualifications necessary for the position.

16.03 Trial Period - Promotions/Transfers

All promotions or transfers by employee application shall be on a trial basis for a period of forty (40) working days. Working days shall be the actual time worked exclusive of absence. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate without loss of seniority. Any other employee promoted or transferred because of rearrangement of positions shall be returned to their former classification, wage or salary rate without loss of seniority. The following time-lines will apply:

- (a) Should notice indicate reversion to the previous position, the actual date of reversion will be specified, and may be beyond the forty (40) working days, contingent upon the requirements of the district.
- (b) Should notice indicate a request for extension of the trial period, the initial trial period will be automatically extended pending the Union's agreement. In the event that the Union does not agree, the employee will revert to the previous position, with actual date of reversion as indicated in (a) above.
- (c) Should notice not be provided as outlined above, the employee, upon completion of the trial period, will be considered to be confirmed in the position.
- (d) Promotions or transfers by employee application from one general classification (as defined in Article 27) to another,



shall be on a trial basis for a period of sixty (60) working days.

- (e) Should a position occupied by an employee undergoing a trial period become vacant prior to the completion of twenty (20) working days of such period, re-posting of the position shall not be required. Should a position become vacant subsequent to the completion of twenty (20) working days of the trial period, it shall be re-posted as a vacancy pursuant to Article 16.01.

16.04 Probationary Period - New Appointments

Newly hired employees, except temporary employees, shall be considered to be hired on a probationary basis, and may be terminated at any time during the probationary period. The period of probation shall be sixty (60) working days. Working days shall be actual time worked exclusive of absence. If extension of the probationary period is required, it shall be by mutual agreement between the Board and the Union. Within the initial sixty (60) working days, the Board will notify the employee in writing, with a copy to the Union, of its proposed action. The following time-lines will apply:

- (a) Should notice indicate termination of employment, the actual date of termination will be specified, and may be beyond the sixty (60) working days, contingent upon the requirements of the district.
- (b) Should notice indicate a request for extension of probation, the initial probation will be automatically extended pending the Union's agreement. In the event that the Union does not agree, the Board will either confirm or terminate the employee. In the latter case, the actual date of termination will be as outlined in (a) above.
- (c) Should notice not be provided as outlined above, the employee, upon completion of the probationary period, will be considered to be confirmed in the position.
- (d) The Board at its discretion may reduce or waive the probationary period.
- (e) Should a position occupied by a probationary employee become vacant prior to the completion of forty (40) working days of the probationary period, re-posting of the position shall not be

required. Should a position become vacant subsequent to the completion of forty (40) working days of the probationary period, it shall be re-posted as a vacancy pursuant to Article 16.01.

- (f) Work performed as a temporary employee will not form part of the basis for evaluation of a probationary employee.
- (g) Temporary employees may be evaluated on the same basis as probationary employees prior to becoming continuing temporary employees.
- (h) Continuing temporary employees and temporary employees who are successful in their application for regular positions shall serve a probationary period pursuant to Article 16.04. Employees who do not successfully complete their probationary period may be terminated.

16.05 Bus Drivers' and Custodians' probation shall be served only between the first and last days of the school year.

16.06 Vacancies will be filled in the following manner:

- (a) Promotions, transfers, and demotions will be made firstly from qualified regular employees and continuing temporary employees.
- (b) Should vacancies not be filled per (a) above, applications will be solicited from the public, and any applications received from employees within the bargaining unit who have less than the required qualifications will be reconsidered at that time, with the understanding always that length of service with the Board will be a determinant factor in filling the position.
- (c) Temporary employees will not restrict the hiring of regular employees to vacant established permanent positions.

16.07 The Board will give serious consideration to current employees when filling temporary vacancies or positions.

16.08 A position will be given regular status where the need for the position is ongoing, and the position is either:

- (a) not less than fifteen (15) hours per week for the school year (generally considered ten (10) consecutive months); or
- (b) not less than full time for a period of seven (7) consecutive months within the calendar year; or

- (c) where the need for the position has exceeded twenty-four (24) consecutive months, or where there is a demonstrated annual need for the position for a term.

Not less than annually, the Board will review the status of all temporary employees with the Union at a regular Liaison Committee meeting.

16.09 Workplace Accommodation

On request, the Board will seek to provide suitable alternate employment when, through advancing years, injury, illness, or disability, an employee is unable to perform their normal duties.

- 16.10 The Board shall advise the Union and all internal applicants in writing of the name of the successful applicant. The Board will develop an internal posting application form. When the Union requests, the Employer will divulge to the Union the names of the
- 16.11 three (3) most senior applicants for the position.

Student Employment

- (a) The district may hire up to six (6) students per year to be paid at the student rate of pay.
- (b) The district may hire additional students totally funded by other programs (work experience, youth employment programs, cooperative programs, etc.).

ARTICL (c) No students shall be employed while there are employees on recall. Extra summer clerical hours will be offered to regular and continuing temporary employees before students.

17 - LAYOFFS AND RECALLS

17.01 Definition of Layoff

A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

- 17.02 Although the Board does not desire to reduce the work force or hours of work, it is recognized that circumstances may require such action.

In making such reductions, the Board and the Union will consult to ensure that such actions are orderly and taken so that seniority is applied and the operation best served. Prior to any layoffs or reduction in hours of work of

regular employees, the Board will consult with the Union through the Liaison Committee. Consultation may include examination of options other than layoff or reduction in hours of work, upon which the Board and the Union may reach agreement.

17.03 Notice of Layoff

The Board shall notify regular employees who are to be laid off thirty (30) working days before the layoff is to be effective. If employees to be laid off have not had the opportunity to work during the notice period they shall be paid in lieu of work for that portion that work was not available.

17.04 Layoff and Recall Procedure

The Board agrees that in the event of a layoff, employees shall be laid off in the reverse order of their seniority. An employee about to be laid off may displace a less senior employee. When it is necessary to recall employees, laid off employees shall be re-employed in the inverse order to which they were laid off, provided always that:

- (a) the senior employee has the required ability and qualifications; and
- (b) although seniority is defined as the length of service with the Board, layoffs and recalls will be made solely from within the general classification (as defined in Article 27).

17.05 No New Employees

- (a) Regular employees who have been laid off, remain on the seniority list, in accordance with Article 15.04, and have the necessary qualifications will be given the opportunity for re-employment prior to any new employees being hired.
- (b) Continuing temporary employees shall not be entitled to bump when laid off. However, such employees shall be offered work in their job category, in order of seniority, in accordance with Article 15.02(b), prior to the work being offered to temporary employees, provided always they are qualified and able to do the work without training. Such job categories are according to Schedule "A" and "B".



- (c) Employees who are laid off must make a reasonable effort to be available to receive the employees offer of work.

17.06 Continuation of Benefits

- (a) Regular employees who have been laid off and who are retained on the seniority list pursuant to Article 15.04 may continue to receive benefit coverage for medical, extended health, and dental, provided the laid off employee pays the full premium cost.
- (b) Continuing temporary employees who do not have a position by June 30<sup>th</sup> for the following school year may continue to receive benefit coverage for medical, extended health, and dental, provided the employee pays the full premium cost.

17.07 In the event a reduction in the work force is necessary, the Board agrees that it will, where possible, do so by attrition.

17.08 Severance Pay

- (a) A regular employee who is laid off in accordance with Article 17.01 is entitled to choose severance pay at any time within six (6) months from the effective date of layoff. Upon acceptance of severance pay all rights under this Agreement are terminated.
- (b) Severance pay shall be calculated at the rate of five percent (5%) of one year's salary for each completed year of service. Payment shall be based upon the highest twelve (12) months of regular salary earned by the employee during the preceding forty-eight (48) months. Such severance pay shall not exceed the equivalent of two years' salary.

ARTICLE 18 - HOURS OF WORK

18.01 Hours of Work

- (a) The forty (40) hour working week, Monday to Friday, is the established policy of the Board for all employees, and except as otherwise qualified below in Article 18.02, sections (a), (d), and (e), each day shall be of eight (8) continuous hours except

for the interruption of time (not to count as work time) for meals.

- (b) In the event of an employee starting work and being sent home

before completing four (4) hours, they shall be paid for four (4) hours at their regular rate.

- (c) In the event that an employee reports for work but is sent home before commencing work, they shall be paid for two (2) hours at their regular rate.
- (d) Minimum hours of work and related pay do not apply to persons employed as continuing temporary and temporary educational assistants who have not posted into a position, or supervision assistants. In the application of Articles 18.01(b) and (c), employees will not be paid more than their scheduled hours of work.

## 18.02 Shifts

Shifts shall be as follows:

- (a) Schedule "A" employees, except the Maintenance Accounts Clerk, shall work a thirty-five (35) hour week consisting of seven (7) consecutive hours per day exclusive of mealtimes, between the hours of 7:00 a.m. and 5:00 p.m., Monday to Friday inclusive. The limitation of working hours between 7:00 a.m. and 5:00 p.m. does not apply to the teacher-on-call clerk, the attendance clerk, and for the purposes of school registration or time-tabling.

Clerical staff may work up to eight (8) hours per day at straight time, provided it is authorized in advance by the immediate supervisor. Such hours are considered pensionable salary.

- (b) The Maintenance Accounts Clerk shall work a forty (40) hour work week consisting of eight (8) consecutive hours per day exclusive of mealtimes, between the hours of 7:00 a.m. and 5:00 p.m. Monday to Friday.
- (c) Day shifts shall be eight (8) consecutive hours of work, Monday to Friday, exclusive of mealtimes, the majority of such hours scheduled between the hours of 8:00 a.m. and 4:00 p.m.
- (d) Afternoon shifts shall be seven and one-half (7.5) consecutive

hours of work, Monday to Friday, exclusive of mealtimes, the majority of such hours scheduled between the hours of 4:00 p.m. and 12:00 p.m.

- (<sup>e</sup>) Night shifts shall be seven and one-half (7.5) consecutive hours of work, Monday to Friday, exclusive of mealtimes, the majority of such hours scheduled between the hours of 12.01 a.m. and 8:00 a.m.

18.03 Weekend Work

- (a) When circumstances requiring weekend work occur, the Board may change the shift of certain employees within the calendar week as provided below. In the event that the day or days off are changed to follow the original day or days off, then forty-eight (48) hours notice will be given in advance of the original day or days off. In the event that the day or days off are changed to precede the original day or days off, then forty (40) hours notice must be given in advance of the new day or days off. It is agreed that when the foregoing procedure is not followed, then overtime will be paid for work performed on the original day or days off.
- (b) Weekend work will be offered in the following manner:
  - (1) Less than four (4) hours work shall be offered to regular employees at that location at overtime rates.
  - (2) Work of four (4) hours or more may be offered to temporary employees at regular rates or regular employees at overtime rates.
  - (3) The Collective Agreement provides the basis for paying regular or overtime rates.
  - (4) In the event a regular employee is on layoff the above shall not apply, and the work shall first be offered to the laid off employee pursuant to the Collective Agreement.

18.04 Alternate Work Week

When circumstances require a work week other than Monday to Friday for a duration of not less than eight weeks, four weeks notice will be given of the change.

18.05 Part-Time Custodians

Custodians employed less than full time will work their regular shift for the

ten (10) months September to June, and in July and August will work as required by the Board.

18.06 Schools Not in Session

When schools are not in session, the custodial staff will normally work the day shift, provided the schools are unoccupied. When a planned maintenance program requires the use of specialized equipment, the Board reserves the right to require custodial staff to work the afternoon shift.

18,07 Extra-Curricular Bussing

Bus drivers required to transport pupils on extra-curricular trips shall be paid for actual time worked at the appropriate rate. Down time shall not be considered time worked.

18.08 Notification of Hours

The Board will advise all employees of the hours at which work begins and ends pursuant to Article 18, and of mealtimes.

18.09 Mealtime Break

Employees will take an unpaid mealtime break of at least one-half (0.5) hour in any shift exceeding four (4) hours. Mealtimes will not be taken at the beginning or end of a shift. No employee will work longer than five (5) consecutive hours without such a mealtime break.

18.10 Supplemental Assignments

- (a) Recognizing the desirability of adequate levels of constant income for part-time employees, the Board will continue to seek to provide supplemental assignments, within the framework of operational needs, to augment the earnings of those regular employees working part-time who request such additional opportunities.
- (b) When the Board requires additional work to be performed during Summer, Spring, or Christmas Break, hiring preference shall be given to existing employees who would not normally work during those periods provided they have the



necessary qualifications.

- (c) All temporary vacancies less than full-time will be posted as supplemental postings. Regular employees with less than full-time

hours, who are the successful applicant, shall be able to combine hours within their current assignment to top up their daily hour totals to the allowable maximums. No mileage will be paid.

18.11 Rest Break

Employees will be provided with a paid rest break of fifteen (15) minutes in each half of a six (6) hour shift, inclusive of meal break. Employees working four (4) hours will be entitled to one fifteen (15) minute coffee break. Rest breaks must be taken at the location where the employee is working. It is recognized that the employee is still on duty, and may on occasion be interrupted from the rest break.

18.12 Four (4) Hour Daily Minimum

- (a) The Board is committed to providing a minimum of four (4) hours of work for a regular/continuing employee reporting for work and for a temporary employee reporting for work who has posted into the position. Memorandum of Agreement dated April 12, 2001 will continue to form part of this agreement.
- (b) Exemptions from the four (4) hour minimum:
  - (1) student/noon hour supervisors
  - (2) crossing guards
  - (3) small schools with fewer than seventy-five (75) students in which case a two (2) hour minimum will apply
  - (4) other positions by mutual agreement.
- (c) The four (4) hours shall be consecutive but may exclude a lunch period up to one (1) hour or a shorter period as defined elsewhere in the Collective Agreement.
- (d) Bus drivers are exempt from the requirement for consecutive hours. The daily hours for bus drivers shall be completed within a period of twelve (12) consecutive hours.
- (e) Where posting of additional hours is required, additional hours of less than four (4) hours may be posted as "additional hours" and are available to employees who are able to accept the hours, in addition to their current assignment. Where posting of additional hours is not required, additional hours shall be assigned

as per the Collective Agreement.

## ARTICLE 19 - OVERTIME AND CALLOUTS

19.01 (a) A minimum of two (2) hours pay at the appropriate rate shall be paid for any callout, except between the hours of midnight and 6:00 a.m., during which time a minimum of four (4) hours pay at the appropriate rate shall be paid. When a callout continues to the employee's regular day shift, the hours preceding the regular day shift shall be paid at double time. For pay purposes, subsequent callouts received to the same location within two hours of the initial callout shall be considered to be one callout.

(b) An employee, while off shift, who receives a work-related phone call authorized by their supervisor, such that they can do the work of the Board without reporting to work, shall be compensated as follows:

(1) One-half (0.5) hour's pay at the employee's regular rate of pay or the length of the phone call, whichever is greater.

(2) If a second call on the same matter is received within one-half (0.5) hour it shall be considered as part of the first call, unless the total time exceeds one-half (0.5) hour.

19.02 All overtime must be authorized in advance by the Secretary-Treasurer or designate of the Board, and shall be paid at the rate of:

For Employees Whose Shift  
is Covered by Article 18.02(a):

(a) Time and one-half the employee's regular hourly rate of pay for each of the first two (2) hours worked in excess of eight (8) hours in any one day, and double the employee's regular hourly rate of pay for each hour worked in excess of ten (10) hours in any one day.

(b) Time and one-half the employee's regular hourly rate of pay for each of the first eight (8) hours worked in excess of thirty-five (35) hours in any one week, and double the employee's regular

hourly rate of pay for each hour worked in excess of forty-three (43) hours in any one week, excluding hours worked in excess of eight (8) hours in any one day.

For Employees Whose Shift  
is Covered by Article 18.02(b) and (c):

- (c) Time and one-half the employee's regular hourly rate of pay for each of the first three (3) hours worked in excess of eight (8) hours in any one day, and double the employee's regular hourly rate of pay for each hour worked in excess of eleven (11) hours in any one day.
- (d) Time and one-half the employee's regular hourly rate of pay for each of the first eight (8) hours worked in excess of forty (40) hours in any one week, and double the employee's regular hourly rate of pay for each hour worked in excess of forty-eight (48) hours in any one week, excluding hours worked in excess of eight (8) hours in any one day.

For Employees Whose Shift is  
Covered by Article 18.02(d) and  
(e):

- (e) Time and one-half the employee's regular hourly rate of pay for each of the first three (3) hours worked in excess of seven and one-half (7.5) hours in any one day, and double the employee's regular hourly rate of pay for each hour worked in excess of ten and one-half (10.5) hours in any one day.
- (f) Time and one-half the employee's regular hourly rate of pay for each of the first seven and one-half (7.5) hours worked in excess of thirty-seven and one-half (37.5) hours in any one week, and double the employee's regular hourly rate of pay for each hour worked in excess of forty-five (45) hours in any one week, excluding hours worked in excess of seven and one-half (7.5) hours in any one day.

19.03 Banked Time

In accordance with Article 19.02, should an employee request it, the supervisor may approve in lieu of overtime pay, time off at the appropriate overtime rate for such overtime worked. This banked time must be pre-approved by the supervisor.

- (a) For less than twelve (12) month employees, this banked time

must be used within the start and end date of an employee's appointment within the school year, and at the same location it was earned.

(b) For twelve (12) month employees, this banked time must be used within the calendar year, and at the same location it was earned.

Every eight (8) hours banked needs to be scheduled on an approved leave of absence form prior to any additional banked time being accrued.

No carry-over will be allowed unless approved in advance by the Secretary-Treasurer or designate of the Board. Such requests will not be unreasonably denied. Banked time will not be paid out.

19.04 Employees required to work overtime on Sunday will be paid at double their regular rate of pay.

#### ARTICLE 20 - SHIFT WORK

20.01 Custodial split day shift: Any shift commencing no earlier than 7:00 a.m. and before noon, and terminating at a time which is more than ten (10) hours after the time of commencement, provided that, where the senior custodian concerned and the supervisor of custodial services agree that it is mutually desirable, the custodial split day shift in that school may commence before 7:00 a.m., but not earlier than 6:00 a.m.

#### ARTICLE 21 - HOLIDAYS

21.01 List of Holidays

(a) Regular employees and continuing temporary employees shall be entitled to any of the following statutory holidays with pay that fall between their start date and "layoff" date:

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

Any other day declared a statutory holiday by the provincial or federal government.



- (b) Entitlement to statutory holidays shall be in accordance with *Employment Standards Act*.
- (c) Where the statutory holiday falls on a weekend the provincial

declaration shall apply, unless otherwise mutually agreed. Authorized leave, vacation, and sickness supported by a medical certificate shall count as working days for the purpose of this Article.

21.02 In the event of a holiday falling on an employee's regular day off, they shall be entitled to a day off with pay at their regular rate on a date determined by the Board and the Union.

21.03 Employees will have their work week reduced by one-fifth (0.20) in any week in which a statutory holiday occurs.

21.04 An employee required to work on such holiday or day mutually agreed upon in lieu thereof shall receive, in addition to regular pay for that holiday, double their regular rate of pay for the time worked.

21.05 Should the school calendar established pursuant to the *School Act* and/or Regulation provide that school is in session on a holiday as listed in Article 21.01, a day in lieu will be granted on a mutually agreed day when school is not in session.

21.06 Statutory holiday pay will include any shift differentials and in-charge allowances pursuant to Schedule "C" which the employee would normally receive had he been working.

## ARTICLE 22 - VACATIONS

22.01 (a) The vacation year shall be January 1st to December 31st inclusive for all employees except for those employees defined in Article 22.04; their vacation year shall be the school year defined as August 1st to July 31st.

(b) Anyone commencing employment with the Board during the vacation year shall be entitled to proportional vacations for that year.

(c) Vacations may be taken during the year in which they are being earned, provided that employees who leave the Board's service after taking their vacation and before completing the vacation year shall have the value of any unearned vacation recovered from their

termination pay.

- (d) Vacations must be taken during the year in which they are earned or within the subsequent twelve months.

- (e) School term, seasonal, and part-time employees shall earn vacation credits proportionate to the number of days and/or hours they are paid.

22.02 (a) Employees up to two (2) years of service - twelve (12) working days at the employee's regular rate of pay.

- (b) Employees with two (2) or more completed years of service -fifteen (15) working days at the employee's regular rate of pay.

- (c) Employees with seven (7) or more completed years of service - twenty (20) working days at the employee's regular rate of pay.

- (d) Employees with fifteen (15) or more completed years of service -twenty-five (25) working days at the employee's regular rate of pay.

- (e) Employees with twenty (20) completed years of service - add one day per year to a total of thirty (30) working days at the employee's regular rate of pay.

- (f) Notwithstanding the foregoing, no employee shall receive less than four percent (4%), six percent (6%), eight percent (8%), ten percent (10%), or twelve percent (12%) of their earnings, depending on the employee's entitlement as provided above.

- (g) Continuing temporary employees with less than five (5) years service - four percent (4%) of the employee's earnings.

- (h) Continuing temporary employees with five (5) or more years service - six percent (6%) of the employee's earnings.

22.03 (a) Vacations should be taken at a time most convenient to the operation of the school district. Employees may not combine a prior year's vacation and a current year's vacation, or part thereof, into one consecutive vacation without prior approval of the Board.

- (b) Employee requests for annual vacation time submitted by

February 1st shall be considered, with seniority being the deciding factor should there be a conflict between employees requesting the same vacation period at the same time. A response shall be rendered by March 1st,

(c) Requests received after February 1st will be provided a response within twenty-one (21) working days upon receipt by the supervisor.

22.04 Those regular employees who are not required to work the days when schools are closed in the Christmas and spring breaks shall receive their normal salary, provided they have sufficient annual vacation credits. Any salary paid for days not worked during these breaks shall be charged to vacation entitlement. Employees shall be notified of this provision when they are originally hired, as well as prior to any pay period in which they may expect to receive less than normal salary as a result of the implementation of this article.

22.05 Vacation pay will include any shift differentials and in-charge allowances pursuant to Schedule "C" which the employee would normally receive had they been working.

22.06 Regular employees who do not work the full year will be retained on the payroll until their vacation entitlement has been used.

## ARTICLE 23 - SICK LEAVE

### PROVISIONS

#### 23.01 Amount of Sick Leave

(a) Sick leave shall be accumulated by regular employees on the basis of one and one-half (1.5) working days per month, but the number of days for which an employee may be allowed full pay under this Article in any calendar year shall not exceed one hundred twenty (120) working days. All sick leave credits are cancelled or retained in the same manner as seniority is cancelled or retained as provided in Article 15.04. The accrual of sick leave credits in excess of two hundred (200) working days is restricted to accumulation on the above basis subsequent to September 30th, 1986.

(b) Part-time regular employees shall receive sick leave in proportion to the number of days they work. The same conditions as in Article 23.01(a) shall prevail.

(<sup>1</sup>) For those full-time employees who move from one schedule to another (35 hours/week to 40 hours/week, or the reverse), their accumulated sick leave in days would not be recalculated; i.e., an employee who has accumulated 100

days working 35 hours/week and who moves to 40 hours/week would have 100 days accumulated of their new work day. Conversely, an employee who has accumulated 100 days working 40 hours/week and who moves to 35

hours/week would have 100 days accumulated of their new work day.

(ii) For employees whose work week is adjusted, their accumulated sick leave will be adjusted to equate to their new work week; i.e., if a 4 hour/day employee had accumulated sick leave of 100 of his working days and was appointed to an 8 hour/day position, his accumulated sick leave would be recalculated so that the employee would have 50 days of his new working days. Conversely, if an employee's work day was reduced from 8 hours to 4 hours, his accumulated sick leave in days would increase.

(c) Sick leave will only accumulate in those months in which an employee has received pay from the Board, or is on leave of absence pursuant to Article 24.07(a).

(d) The provisions of (a), (b), and (c) above will apply to continuing temporary employees.

#### 23.02 Proof of Illness

Employees may be required to provide a medical certificate or proof of other appointment necessitating sick leave. Cost shall be shared 50/50 by the Board and the employee, with proof of receipt.

23.03 Sick leave will not be paid for injuries or illness incurred while in the employ of another employer where such injury or illness is covered by the Workers' Compensation Board.

#### 23.04 Sick Leave Records

Employees will be advised, each September, the amount of sick leave accrued to their credit.



23.05 Board Notification

Employees will notify the Board as soon as possible if they are to be absent from duty because of sickness, health reasons, or accidents, and are

expected to give the Board adequate notice of their anticipated return to work.

23.06 Medical Appointments

Employees shall make medical and dental appointments outside of their working hours. Where this is not possible, such leave will be charged against accumulated sick leave.

ARTICLE 24 - LEAVE OF ABSENCE

24.01 For Union Business With the Board

- (a) Time off with pay shall be granted to not more than four (4) elected representatives of the Union when it becomes necessary to transact business with the Board during working hours, upon application to, and permission of, the Secretary-Treasurer or designate of the Board.
- (b) Where attendance at a meeting with the Board results in overtime work, such overtime shall be at the established rate.

24.02 Other Union Business

Leave without pay may be granted to not more than six (6) representatives of the Union at any one time to attend to Union business. The total of such absences allowed shall not exceed one hundred and eight (108) person-days per year. The employee's salary shall be paid by the Board, and the Union shall reimburse the Board.

24.03 Bereavement Leave

- (a) A regular employee shall be granted a maximum of three (3) days leave without loss of salary or wages, depending on the circumstances, in the case of death in the family (parent, spouse, child, brother, sister, grandparent, grandchild, daughter-in-law, son-in-law, or any person who lives with the employee as a member of the employee's family). Also included are father-in-law, mother-in-law, sister-in-law, brother-in-law, and step-family if time off is required.
- (b) Irrespective of the aforementioned, an additional two (2)

days leave may be granted, to be deducted from the employee's sick leave credits, when there is a death in the regular employee's

immediate family, which for this purpose only is defined as the employee's spouse, children, or parents.

- (c) A regular employee will be granted up to one (1) day without loss of pay, depending on the distance involved, to attend a funeral as a pallbearer.
- (d) Where an employee qualifies for bereavement leave during a period of paid vacation, there shall be no deduction from vacation credits for such absence.
- (e) If bereavement days are not continuous, upon submission of a leave of absence form, days not taken may be approved to be taken within a year of death to attend a memorial or celebration of life. Such requests should be made within a reasonable time of the death.

#### 24.04 Illness in the Family

In the case of a confining or incapacitating illness of a member of a regular employee's immediate family as defined in Article 24.03 (b), where no one other than the employee can provide for the needs of the ill person, the Board may grant up to three (3) days leave with pay to be charged against accumulated sick leave. The Board may require a medical certificate.

#### 24.05 Calculation

The calculation for the use of sick leave credits for reasons other than personal illness or injury is limited to days earned in excess of nine (9) days during the employee's first year of employment, and days accumulated to the employee's credit which exceed twelve (12) days in each year of employment thereafter.

#### 24.06 Jury or Witness Duty

Leave of absence will be granted without any loss of pay to a regular employee required by subpoena to serve on a jury or give evidence as a witness, but any jury or witness fees received shall be paid to the Board. Leave of absence without pay will be granted to an employee who is a party to a court action. A copy of the subpoena must be attached to the leave form.

24.07 Maternity, Parental, and Adoptive Leave

- (a) Maternity and parental leave without pay will be granted pursuant to the *Employment Standards Act*.
- (b) In addition to the provisions of the *Employment Standards Act* all leave of absence without pay requested for the remainder of that school year or calendar year will be granted.
- (c) Employees granted leave per (b) above must submit a written notice of their intention to return to work to the Secretary-Treasurer or designate of the Board at least six (6) weeks prior to the date they wish to return (November 15th or June 15th).
- (d) A terminated pregnancy shall be treated in the same manner as a birth under the *Employment Standards Act*.

And in addition to the foregoing:

- (e) Employees with three or more years of service may be granted up to twenty-four (24) months leave of absence without pay upon written application by March 15th. Leave under this article must expire on June 30th in any year.
- (f) Employees granted leave per (e) above must submit a written notice of their intention to return to work by March 15th of the year they intend to return. Employees will be given employment and, where possible, will be employed in a position equivalent to the one held prior to the commencement of leave.
- (g) In the interest of the operation, all leaves of absence will normally match the operational cycle.
- (h) "Day of Birth" Leave. A regular employee shall be granted one day leave of absence without loss of pay on the day of birth of his child, and will, upon application, be granted up to a maximum of ten (10) days leave of absence without pay.
- (i) Adoptive Leave. In addition to adoptive leave granted pursuant to Article 24.07(a), one parent will be granted leave of absence without loss of pay to a maximum of three (3) days on the

adoption of a child or when assuming legal guardianship. The length of such leave will be dependent on the circumstances and the distances involved. If both parents are employees (in this

instance the term "employees" means all regular school district employees, and is not limited to employees covered under this Agreement), and both are required at the adoption of the same child, the combined leave of absence with pay granted shall not exceed four (4) working days.

- (j) Seniority will not be reduced for leave without pay taken under (a) and (b) above.

24.08 Short Term Leave of Absence

The Board may grant leave of absence without pay and without loss of seniority to any regular employee requesting same up to a yearly maximum of forty (40) working days.

24.09 Long Term Leave of Absence – School Year

- (a) Long term leave of absence in excess of forty (40) working days may be granted to any regular employee with three or more years of service for good and sufficient cause. Returning employees will be given employment and, where possible, in a position equivalent to the one held prior to commencement of leave.
- (b) Employees seeking a leave of absence for the entire school year must submit a leave of absence form with a supporting letter by March 15<sup>th</sup> for the subsequent school year. Any extensions requested for the following school year must be made by March 15<sup>th</sup>.

24.10 Except as provided in Article 24.07(j), seniority will be reduced by the total of any leaves of absence without pay exceeding sixty (60) working days.

24.11 A regular employee granted leave of absence in excess of twenty (20) working days may continue to receive benefit coverage for medical, dental and group life insurance, provided the employee pays the full premium cost.

24.12 The provisions of Articles 24.03, 24.04, 24.06, 24.07(h), 24.07(i), and 24.11 will apply to continuing temporary employees.

## ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES

25.01 Payment of wages and allowances shall be in accordance to Schedules "A", "B" and "C" attached hereto and forming part of this Agreement. Each new



employee shall execute a form authorizing the Board to deposit all payment of wages and allowances to the credit of the employee's account in a savings institution.

25.02 Employees required to work in accordance with Article 18.07 shall be reimbursed for lodging and meals upon submission of receipts. Meal allowances shall be in accordance to the provincial government rates.

25.03 Employees asked to use their cars in the performance of their duties will receive a kilometrage allowance as established from time to time by the British Columbia Government. A copy of any Government rate changes will be forwarded to the Local Union. Kilometrage claims shall be presented monthly to the School Board Office and will be paid routinely. The Board agrees to pay, in addition, a kilometrage allowance of five cents (\$.05) per kilometer to employees using their vehicles to transport materials and equipment, other than tools required for normal trade functions, which may possibly result in additional wear and tear on the employee's vehicle. Transportation of school board material and equipment that may result in additional wear and tear on the private vehicle will be discouraged.

25.04 An employee specifically assigned in writing to a job at a higher rate of pay, shall receive the prevailing rate for that position. Such assignments will be posted on the appropriate bulletin board.

25.05 When an employee transfers to a position with the same salary or increment range as their previous position, there shall be no change in salary or increment progression. An employee promoted or reclassified to a higher rated position shall be placed on the increment step, if any, of the new position which provides a salary closest above that received in their previous position. Employees who are demoted shall revert to the job rate not the start rate of their new pay grade.

25.06 Substituting/Replacing

(a) When an employee replaces someone in a higher rated position they shall be paid the rate of the position, provided:

(i) the employee is fully qualified in the position;

(ii) the employee fills the position in excess of five (5) days;

(iii) the length of the assignment is known prior to the commencement to be in excess of five (5) days, in which case

the employee will receive the rate for the position on the first day, provided they are fully qualified.

- (b) When an employee with less than the required qualifications replaces someone in a higher rated position, for less than five (5) days, they shall be paid in accordance with Schedule "A" or "B".

25.07 First Aid Attendants

- (a) A regular employee appropriately qualified in first aid, and designated by the Board as a First Aid Attendant, shall be reimbursed course fees and renewal fees. Should it not be possible to schedule first aid examinations during non-working hours, the employee shall be granted leave of absence without loss of pay in order to write such examinations.
- (b) Courses will be taken whenever possible outside of normal working hours. When such courses are taken outside of normal working hours, the employee, upon successful completion, will receive vacation credits at straight time for the length of the course instruction and related examination.

ARTICLE 26 - RETIREMENT

26.01 The retirement age for employees shall be as contained in the Municipal Pension Plan. Employees who so desire may complete the month in which their retirement age is reached, provided they advise the Board in writing.

26.02 Retirement Benefits

An employee who retires at fifty-five (55) years of age or older will be entitled to retirement benefits as follows:

- (i) if the employee's combined age and years of service totals seventy (70) years or more - thirty (30) days pay; plus fifty percent (50%) of the accumulated sick leave credited to him in excess of one hundred (100) working days, to a maximum of fifty-two (52) days; or
- (ii) if the employee's combined age and years of service totals

eighty (80) years or more - forty-five (45) days pay; plus one hundred percent (100%) of the accumulated sick leave credited to him in excess of one hundred (100) working days, to a maximum of sixty (60) days.

- 26.03 Employees wishing to retire before their 65th birthday shall give three (3) months' notice in writing to the Board. Unless sufficient notice is given to enable the Board to make provision for retirement benefits in its annual budget, such benefits may not be paid for early retirement until the school district's subsequent fiscal year. The school district's fiscal year is July to June, and the budget must be submitted by the preceding March 1st.
- 26.04 In the event of death before retirement, the value of retirement benefits for an employee who qualifies under Article 26.02 shall be paid in cash to their beneficiary. The Board will consult with the Union prior to making payment with the view to best satisfying the needs of the deceased's family.
- 26.05 A retiring employee in receipt of retirement benefits under Articles 26.02 and 26.03 is not considered to be on staff during the time that they are in receipt of those benefits and is not entitled to any fringe benefit coverage beyond their retirement date. Benefits shall be taken in a lump sum calculated on the rate of pay of the employee on the date of their retirement. Payment of the lump sum to the employee may be deferred until the first of the following year at the written request of the employee.

## ARTICLE 27 - JOB CLASSIFICATION AND RECLASSIFICATION

- 27.01 The Union shall be notified of any reclassification of schools, positions of employees, promotions and vacancies within the system, adjustments in wages, or alteration of working conditions affecting any employee, where possible at least five (5) full working days prior to such changes being effected.
- 27.02 The Board shall set the temporary rate of pay for any new classifications created. Within six (6) months of the establishment of the position and pay rate, a review will take place by the Job Evaluation Committee in accordance with its terms of reference.
- 27.03 General Classifications
- For purposes of layoffs and recalls, the general classifications are:
- (a) Library clerk, education assistant, program worker.

- (b) Clerical, including administrative assistant, accounts clerk, help desk technical support clerk, and work experience coordinator.
- (c) Maintenance staff, including trades person, grounds foreman, bus

driver, grounds person, delivery person, labourer, utility person, computer technician, custodian, cafeteria cleaner, offset press operator.

27.04 Should the job description or duties change from the point of view of management, Union, or the employee, the matter can be referred by any of these parties to the job evaluation review process for review of the job description and pay classification. It is expected that any appeals will be submitted to the job evaluation review process on an individual basis.

#### 27.05 Job Evaluation Process

The Job Evaluation Committee shall consist of three (3) representatives from management and three (3) representatives of the Union. The Job Evaluation Committee will meet three (3) times per year, during February, June, and October, or those months agreed upon by the committee, to consider matters referred to the job evaluation process under Articles 27.02 and 27.04.

The Gender Neutral Job Evaluation Plan agreed to between the Board and Union in September 1994 is the basis for all determinations.

The Job Evaluation Committee may recommend a change in the job description to the Secretary-Treasurer or designate of the Board. Once the job description for the position has been determined, the Job Evaluation Committee will conclude the evaluation of the position.

The committee may include the following processes in determining their recommendation:

- interviewing the employee and management
- review of the job fact sheet completed by the employee and signed off by the supervisor
- review the job description for the position
- review of the relativity of the position to related positions.

Following the job evaluation review process, the Job Evaluation Committee will recommend to the Secretary-Treasurer or designate of the Board, the pay classification for the position. Should management reject the recommendation of the Job Evaluation Committee, or the Union disagree with the recommendation, the Union may dispute the

matter through the grievance procedure.

Employees will have twenty-one (21) calendar days from receipt of the



decision of the Job Evaluation Committee to appeal the pay grade classification. The employee's appeal application must include full documentation of the reasons for the appeal.

27.06 Should the final determination of the rate of pay through the job evaluation review process be an increased rate, it will be increased retroactively as follows:

- (i) if filled under Article 27.02 - retroactive to the date the position was established;
- (ii) if filled under Article 27.04 - retroactive to the date the appeal was filed.

If the job evaluation review process results in a decrease, the rate will be decreased effective on the date of determination.

#### ARTICLE 28 - BENEFITS

28.01 Regular employees appointed for fifteen (15) hours per week or more are eligible, upon completion of the necessary application forms, to participate in the following employee benefit plans:

(a) Pension

The pension plan as laid down in the Municipal Pension Plan. Coverage will be effective immediately following completion of probation.

(b) Medical Coverage (Medical Services Plan of B.C.)

Coverage will be effective on the first day of the month following receipt by a regular/probationary employee of their first pay.

(c) Extended Health Benefits (Must be insured under Medical Services Plan)

A mutually acceptable extended health plan. Coverage will be effective on the first day of the month following receipt by a regular/probationary employee of their first pay.

Assists with medical expenses which are not fully covered or

excluded from the Medical Services Plan, subject to the exclusions and limitations as outlined in the plan.

(d) Group Life Insurance

A mutually acceptable group life insurance plan. Coverage will be effective on the first day of the month following completion of probation. The employee may elect to purchase optional life insurance for themselves and their dependants at full cost to the employee.

The amount of life insurance will be payable to the designated beneficiary. Coverage is 1.5 times annual earnings rounded to the next higher \$1,000 with a minimum of \$15,000 and to a maximum of \$150,000.

(e) Dental Plan (Self-Insured)

A mutually acceptable dental plan. Coverage will be effective on the first day of the month following completion of probation.

Preventive (oral exams, x-rays, fluoride)	80% of approved cost
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Restorative (restorations, oral surgery, extractions, periodontal treatment, endodontic treatment)	80% of approved cost
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Major Restorative (crowns, inlays replacement of crowns after 12 months, bridgework, dentures, periodontal surgery).	60% of approved cost *Must be pre-authorized
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Orthodontia	50% of approved cost, up to a lifetime maximum of \$1500 per family member. *Must be pre-authorized.
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(f) Long Term Disability

The Parties have agreed to participate in a jointly trustee benefits trust and shall place their dental, extended health,

group life insurance and accidental death and dismemberment benefit

coverage specified in this Article as soon as the trust is able to take on that responsibility.

The Core LTD plan is 100% paid by the Public Education Benefits Trust through government funding provided by the Trust. Members who are regular employees working 15 hours or more per week are eligible. The elimination period is 120 calendar days. LTD benefits are taxable and calculated at 60% of monthly earnings.

Once the trust is able to take on that responsibility, the Parties agree that they will participate on the following conditions:

1. If there is no penalty clause in the current contract(s) with existing benefits carriers(s)/consultant(s), as soon as possible; or,

If there is a penalty clause, the benefits will be transferred when the current contract expires.

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.

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

#### Employee and Family Assistance Program (EFAP)

A mutually acceptable employee and family assistance program. Coverage will be effective on the first day of the month following receipt by a regular or probationary employee of their first pay. Enrolment in the plan for such employees is compulsory.

Provides short-term counselling, advisory and information service to employees and their eligible family members for personal problems that affect work life, family life, and general well-being.

(h) Vision Care

The parties agree that effective January 1, 2001, the vision care benefit will be \$200.00 each twenty four (24) month period.

28.02 Benefit Premiums

- (a) (i) Premiums for the medical plan, extended health plan, group life insurance plan, and dental plan will be shared on the basis of ninety percent (90%) of the cost paid by the Board, and ten percent (10%) of the cost paid by the employee by payroll deduction.
- (ii) The Board will pay seventy-five percent (75%) of the costs of a mutually agreed upon employee and family assistance program plan to a maximum of thirty dollars (\$30.00) per year, plus taxes, per regular or probationary employee.
- (b) If the Board has approved a medically-related leave of absence without pay for an employee who has insufficient sick leave to bridge the waiting period for long term disability benefits, the Board will continue to pay its share of premiums for medical, extended health, and group life insurance coverage until the effective date of commencement of long term disability benefits.
- (c) Premiums for the pension plan will be pursuant to the Municipal Pension Plan.

28.03 Compensation Adjustment

Employees with accumulated sick leave to their credit shall turn over, or cause to be turned over, to the Board monies paid by the Workers' Compensation Board other than lump sum settlements or disability pensions. The Board shall pay the employee(s) so affected their normal and regular pay. The difference between the employee's pay and the Workers' Compensation Board cheque shall be deducted from the employee's accumulated sick leave credits.

28.04 Benefits - Continuing Temporary Employees

The provisions of Article 28 will apply to continuing temporary employees provided under Article 15.03. These employees may request to waive participation in any of the benefits. If approved, the employee will continue to receive payment in lieu of fringe benefits.

28.05 Benefits – Workers' Compensation Board Claims

The Board will cover its share of the premium costs for regular and continuing temporary employees on Workers' Compensation Board claims in accordance with Article 28.02(a) for the medical services plan, extended health benefits, dental and group life insurance, and in accordance with Article 28.02(b) for the employee and family assistance program.

The Board will pay such employees directly, upon receiving funding from the Workers' Compensation Board for employees on such a claim.

Pension deductions and appropriate deductions will be continued on any Workers' Compensation Board payments made through the employer. Employees will be eligible to purchase any remaining pension at full cost (employee and employer contributions, plus interest) upon satisfying the requirements for purchasing a partial leave of absence.

28.06 Optional Benefits/Savings Plans

The Board will make available the following optional benefits/savings plans through payroll deduction in accordance with district guidelines:

- (a) optional savings plan for Canada Savings Bonds;
- (b) optional savings plan for Registered Retirement Savings Plans (RRSPs);
- (c) optional Deferred Salary

Plan.

ARTICLE 29 - HEALTH AND SAFETY

29.01 The Union shall appoint one of its members from each department to the School District Health and Safety Committee. The Board will be responsible for providing training for committee members.

29.02 Section 3.12-3.13 of the Workers' Compensation Act, Industrial Health



&  
Safety Regulations, is considered to form part of this agreement.

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

(b) Employees working directly with students shall be advised of any

relevant recorded medical information concerning the student.

29.04 Video Display Terminals

- (a) Employees will not be required to monitor video display terminals which use cathode ray tubes or other emission devices for more than forty (40) minutes continuously in any fifty (50) minute period.
- (b) Pregnant employees shall have the option not to continue monitoring such terminals.
- (c) When a pregnant employee chooses not to monitor such terminals, if other work at the same or lower level is available, she shall be reassigned to such work and paid at her regular rate of pay.
- (d) Where work reassignment in (c) above is not available, a regular employee will be considered to be on leave of absence without pay until she qualifies for maternity leave.
- (e) Where employees are on leave of absence pursuant to this Article, and opt to maintain coverage for medical, dental, extended health, and group life insurance plans, the Board will continue to pay the employer's share of the required premiums.

29.05 Harassment

- (a) The Board and its employees recognize the right and responsibility of employees, to work in an environment free from sexual or personal harassment.
- (b) An employee may initiate a grievance as outlined in Article 12, Step 2 at any time during the investigation process.

ARTICLE 30 - TECHNOLOGICAL

## CHANGES

### 30.01 Union Notification

Not less than ninety (90) days before the introduction of any technological change, the Board will advise the Union of its proposals and will request

that the Liaison Committee meet within fifteen (15) days to consider these proposals.

30.02 Recommendations of the Committee

Not less than thirty (30) days before the introduction of any technological change, the Liaison Committee will make such recommendations as are agreed on to the Board to ensure that the interests of the Board and of the employees are fairly and effectively protected.

30.03 Employees adversely affected by a proposed technological change will be given proper instruction and a reasonable period of training to acquire the necessary knowledge or skill prior to any additional employees being hired. Such training and instruction period will not exceed one hundred twenty (120) working days.

30.04 Job Changes

In the event that jobs change or are eliminated as a result of the introduction of any technological change, the Board will assign employees to other duties with on-the-job training as required and, if an employee's new job carries a lower rate of pay, with pay for three (3) months at the rate of the employee's previous job, followed by pay for a further three (3) months at a rate half-way between the rates of the employee's previous and new jobs, followed by pay at the rate of the employee's new job.

30.05 Any layoffs for reasons of technological change will be made pursuant to Article 17 of this Agreement.

30.06 Disputes

Any dispute arising out of the implementation of this Article shall be referred to the Liaison Committee, and if not settled harmoniously within thirty (30) days may be declared by either party to be a grievance.

ARTICLE 31 - SUPPLY OF COVERALLS

31.01 (a) Machinists, mechanics, painters, and employees required to clean boilers or live sewage lines will be supplied with coveralls. The machinists, mechanics, and painters will be responsible for cleaning their coveralls.

- (b) Employees required to perform duties that could contaminate their clothing with hazardous materials will be supplied with appropriate safety apparel.

## ARTICLE 32 - JOB SECURITY

32 .0 I The Board will not alter its method of operation by having volunteers replace employees on the job, or perform work which would result in loss of wages. The scope of jobs presently performed by individuals such as supervisors and volunteers may continue.

32.02 The Board will not contract out services or work performed by its employees which will result in a reduction in the work force, or loss of wages, or failure to recall those employees on layoff who are able to perform the work.

32.03 Community Volunteers and  
Cooperative  
Education/Work Experience Programs

The use of community volunteers or individuals involved in cooperative education programs or government-sponsored work experience programs shall not in any way adversely affect members of the bargaining unit, nor the creation of new positions within the bargaining unit.

ARTICLE 33 NA.

## ARTICLE 34 - MEDICAL REQUIREMENTS

34.01 New employees being hired are required to provide the Board with a medical statement certifying that the employee is physically and mentally fit for work and free of infection and contagious disease. New employees shall bear the cost of required examinations.

34.02 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.

34.03 The Board reserves the right to require employees on staff to undergo  
T.B.  
tests by the Health Unit, any cost to be borne by the Board.

ARTICLE 35 N.A.

## ARTICLE 36 - STAFF

### TRAINING

36.01 The Board will annually budget funds for maintaining and upgrading skills pertinent to employees' current positions. Application for the use of such funds will be made through the district-based supervisor.

- 36.02 Reimbursement of expenses in connection with out-of-district inservice will be at current provincial government rates.
- 36.03 The Board will provide each regular employee with the equivalent of one (1) day of inservice per calendar year without loss of pay, provided appropriate inservice can be arranged.
- 36.04 Professional Development Fund
- (a) A professional development fund shall be established for training of regular employees, The fund shall be jointly administered by the Union and the Board, with equal representation, under the umbrella of the Liaison Committee
  - (b) The Board will contribute twenty-one dollars (\$21.00) annually per regular employee and each regular employee will contribute seven dollars (\$7.00) annually, with payroll deductions of three dollars and fifty cents (\$3.50) for the first pays in November and May of each year. Funds will be held in trust by the Board.

#### ARTICLE 37 - GENERAL

- 37.01 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 or parties hereto so requires.
- 37.02 Acceptance of employment shall constitute acceptance of terms and conditions set out in this Agreement.
- 37.03 It is agreed by the Board that every effort shall be made to advise principals and senior custodians well in advance of the letting of any rooms, gymnasiums, and auditoriums.

#### ARTICLE 38 - TERM OF AGREEMENT

- 38.01 This Agreement shall be binding and remain in full force and effect from the 1st day of July, 2006, to the 30th 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.



38.02 If negotiations extend beyond the anniversary date of the Agreement, both parties shall adhere fully to the provisions of this Agreement during the

period of bona fide collective bargaining.

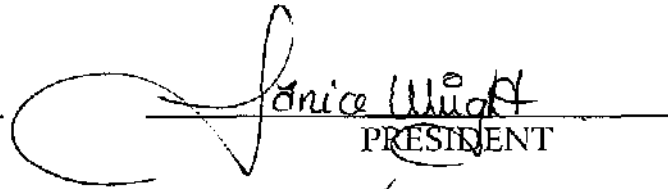
38.03 All revisions to the Collective Agreement mutually agreed upon shall, unless otherwise specified, apply retroactively to the aforesaid anniversary date.

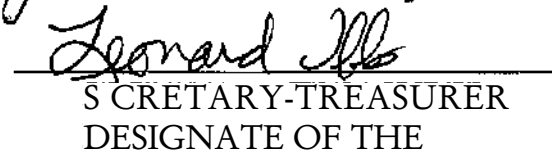
Signed at Courtenay, B.C., this c,9.)° day of re: C.,\_\_\_\_\_,\_2007.

FOR THE BOARD OF SCHOOL  
TRUSTEES OF SCHOOL  
DISTRICT NO. 71 (COMOX

FOR THE CANADIAN UNION  
OF PUBLIC EMPLOYEES,  
LOCAL 439

  
\_\_\_\_\_  
CHAIRPERSON

  
\_\_\_\_\_  
PRESIDENT

  
\_\_\_\_\_  
SECRETARY-TREASURER  
DESIGNATE OF THE

  
\_\_\_\_\_  
CHIEF-SHOP STEWARD

SCHOOL DISTRICT NO. 71 (COMOX VALLEY)

PAY GRADE CLASSIFICATION

Job Title	Description	Location	Pay Grade	Schedule
Electrician	Chargehand	Maintenance	13	B
Plumber/Heating Mechanic	Chargehand	Maintenance	13	B
H.V.A.C. Tradesperson-	Electrician	Maintenance	12	B
H.V.A.C. Tradesperson-	Plumber	Maintenance	12	B
Automotive Service Tech	Chargehand	Maintenance	11	B
Electrician		Maintenance	11	B
Electronics Technician		Maintenance	11	B
HVAC Technician		Maintenance	11	B
Automotive Service Technician		Maintenance	10	B
Capital Project	Chargehand	Maintenance	10	B
Carpenter	Chargehand	Maintenance	10	B
Computer Information Technician		School Board Office	10	B
Computer Technician		Learning Resources	10	B
Fitter/Machinist		Maintenance	10	B
Grounds Person	Chargehand	Maintenance	10	B
Millwright		Maintenance	10	B
Plumber/Heating Mechanic		Maintenance	10	B
Program Worker		Sandwick Alternate	10	A
Carpenter		Maintenance	9	B
Educational Assistant	Interpreter	Schools	9	A
Educational Assistant	Health Care/Assistive Technology	Schools	9	A
Maintenance Accounts Clerk		Maintenance	9	A
Painter	Chargehand	Maintenance	9	B
Plumber		Maintenance	9	B
Program Worker	Life Skills	Secondary	9	A
Senior Accounts Clerk		School Board Office	9	A
Senior Administrative Assistant		Secondary	9	A
Senior Administrative Assistant-Student Services		School Board Office	9	A
Senior Payroll Clerk		School Board Office	9	A
Accounts Clerk		Schools	8	A
Computer Support	Student Services	Assessment Centre	8	A
Distance Education Technical Support Clerk		NIDES	8	A
Educational Assistant	Health Care	Schools	8	A
Help Desk Technical Support Clerk		School Board Office	8	A
Payroll Clerk		School Board Office	8	A
Senior Administrative Assistant- Assessment Centre		Assessment Centre	8	A
Senior Administrative Assistant		Elementary	8	A
Senior Administrative Assistant		Secondary	8	A
Work Experience Coordinator		Secondary	8	A
Administrative Assistant	District Staff	School Board Office	7	A
Educational Assistant	Behaviour Resource/Home School Support	Schools	7	A
Educational Assistant	Complex	Schools	7	A
Industrial Warehouseperson		Maintenance	7	B
Painter		Maintenance	7	B
Payroll/Accounts Clerk		School Board Office	7	A
Print Shop Operator		Learning Resources	7	B
Program Worker	Aboriginal/Home School Support	Secondary	7	A
Program Worker	E.S.L. Home/School Support	Student Services	7	A
Senior Custodian	Large Senior School	Secondary	7	B
Utility Person		Maintenance	7	B

SCHOOL DISTRICT NO. 71 (COMOX VALLEY)

PAY GRADE CLASSIFICATION

Job Title	Description	Location	Pay Grade	Schedule
Accounts Clerk		School Board Office	6	A
Administrative Assistant		Secondary	6	A
Distance Education Systems Clerk		NIDES	6	A
Educational Assistant	Behaviour Resource	Elem/Secondary	6	A
Educational Assistant	Secondary 'low Incidence	Secondary	6	A
Facilities/Resources Clerk		Maintenance	6	A
Grounds Person		Maintenance	6	B
Human Resources Clerk		School Board Office	6	A
Human Resources /SEMS Help ask Clerk		School Board Office	6	A
Library Clerk		Learning Resources	6	A
Receptionist/Clerical Support		School Board Office	6	A
Senior Custodian	Senior School	Secondary	6	B
Administrative Assistant		Assessment Centre	5	A
Administrative Assistant		NIDES	5	A
Administrative Assistant		Schools	5	A
Administrative Assistant	Human Resources	School Board Office	5	A
Bus Driver		Maintenance	5	B
Custodian Chargehand		Large Secondary	5	B
Distance Education Resources Clerk		NIDES	5	A
Educational Assistant	Secondary Resource (Aboriginal)	Secondary	5	A
Educational Assistant	Elementary Low Incidence	Elementary	5	A
Educational Assistant	Secondary Resource	Secondary	5	A
Library Clerk	Elementary/Secondary	Schools	5	A
Program Coordinator	School Meal	Schools	5	A
Receptionist		School Board Office	5	A
Science library Clerk		Learning Resources	5	A
Senior Custodian	Secondary and Day-time Elementary	Schools	5	B
Administrative Assistant	PRO-D	School Board Office	4	A
Administrative Assistant	Work Experience	Secondary	4	A
Delivery Person		Maintenance	4	B
Educational Assistant	Elementary Resource (Aboriginal)	Elementary	4	A
Educational Assistant	Cafeteria	G.P. Vanier Sec.	4	A
Educational Assistant	Elementary Resource	Elementary	4	A
Educational Assistant	E.S.L. Resource	Elementary	4	A
Educational Assistant	Humanities	Secondary	4	A
Educational Assistant	Math/Science	Secondary	4	A
Senior Custodian	Afternoon Elementary	Schools	4	B
Substitute Rate – Schedule A		District	4	A
Cafeteria Cleaner		G.P. Vanier Sec	3	B
Custodian		Schools	3	B
Labourer		Maintenance	3	B
Educational Assistant	Classroom	Schools	2	A
Supervision Assistant	Noon Hour	Schools	0	A
Student Rate		District	\$12.75/hr	July 1/06

SCHOOL DISTRICT NO. 71 (COMOX VALLEY)

HOURLY WAGE SCHEDULE

CUPE - Effective July 1, 2006				01.31E :Effective July 1 2007 2::pfo			
2.0%		STEP		GRADE s'			
GRADE	1	2	3				
0	13.99	14.31			14.27	14.60	
1	17.62	18.04		1	17.97	18.40	
2	18.18	18.63		2	18.54	19.00	
3	18.77	19.20	19.34	3	19.15	19.58	19.73
4	19.33	19.77		4	19.72	20.17	
5	19.92	20.35		5	20.32	20.76	
6	20.49	20.93		6	20.90	21.35	
7	21.06	21.50	22.12	7	21.48	21.93	22.56
8	21.64	22.08		8	22.07	22.52	
9	22.22	22.65	23.55	9	22.66	23.10	24.02
10	22.80	23.24	24.41	10	23.26	23.70	24.90
11	23.38	23.80		11	23.85	24.28	
12	23.95	24.38	24.41	12	24.43	24.87	24.90
13	24.53	24.96		13	25.02	25.46	
CUPE - Effective July 1, 2008				C			
2.0%		STEP		2.0%		STEP	
GRADE	1	2	3	GRADE	1	2	3
				P			
				E -Effective July 1, 2009			
0	14.56	14.89		0	14.85	15.19	
1	18.33	18.77		1	18.70	19.15	
2	18.91	19.38		2	19.29	19.77	
3	19.53	19.97	20.12	3	19.92	20.37	20.52
4	20.11	20.57		4	20.51	20.98	
5	20.73	21.18		5	21.14	21.60	
6	21.32	21.78		6	21.75	22.22	
7	21.91	22.37	23.01	7	22.35	22.82	23.47
8	22.51	22.97		8	22.96	23.43	
9	23.11	23.56	24.50	9	23.57	24.03	24.99
10	23.73	24.17	25.40	10	24.20	24.65	25.91

SCHOOL DISTRICT NO. 71 (COMOX VALLEY)

11	24.33	24.77			11	24.82	25.27	
12	24.92	25.37	25.40		12	25.42	25.88	25.91
13	25.52	25.97			13	26.03	26.49	

	WAGE INCREASES AND TRADES ADJUSTMENT							
JOB TITLE	PAY GRADE	July 1/06 + 2%	July 1/06 + \$.60	July 1/06 + 2%	July 1/06 + \$.60	July 1/06 + 2%	July 1/06 + \$.60	
		Step 1	Step 1	Step 2	Step 2	Step 3	Step 3	
Automotive Service Technician (CH)	611	\$23.38	\$23.98	\$23.80	\$24.40			
Automotive Service Technician	B10	\$22.80	\$23.40	\$23.24	\$23.84	\$24.41	\$25.01	
Capital Project Chargehand	610	\$22.80	\$23.40	\$23.24	\$23.84	\$24.41	\$25.01	
Carpenter (Chargehand)	B10	\$22.80	\$23.40	\$23.24	\$23.84	\$24.41	\$25.01	
Carpenter	39	\$22.22	\$22.82	\$22.65	\$23.25	\$23.55	\$24.15	
Electrician (Chargehand)	B13	\$24.53	\$25.13	\$24.96	\$25.56			
Electrician	B11	\$23.38	\$23.98	\$23.80	\$24.40			
Electronics Technician	B11	\$23.38	\$23.98	\$23.80	\$24.40			
Fitter/Machinist	B10	\$22.80	\$23.40	\$23.24	\$23.84	\$24.41	\$25.01	
H.V.A.C. Tradesperson-Electrician	B12	\$23.95	\$24.55	\$24.38	\$24.98	\$24.41	\$25.01	
H.V.A.C. Tradesperson-Plumber	312	\$23.95	\$24.55	\$24.38	\$24.98	\$24.41	\$25.01	
Industrial Warehouseperson	67	\$21.06	\$21.66	\$21.50	\$22.10	\$22.12	\$22.72	
Millwright	B10	\$22.80	\$23.40	\$23.24	\$23.84	\$24.41	\$25.01	
Painter (Chargehand)	B9	\$22.22	\$22.82	\$22.65	\$23.25	\$23.55	\$24.15	
Painter	B7	\$21.06	\$21.66	\$21.50	\$22.10	\$22.12	\$22.72	
Plumber/Heating Mechanic (CH)	B13	\$24.53	\$25.13	\$24.96	\$25.56			
Plumber/Heating Mechanic	B10	\$22.80	\$23.40	\$23.24	\$23.84	\$24.41	\$25.01	
Plumber	B9	\$22.22	\$22.82	\$22.65	\$23.25	\$23.55	\$24.15	
	WAGE INCREASES AND TRADES ADJUSTMENT							
JOB TITLE	PAY GRADE	July 1107 + 2%	July 1/07 + \$.60	July 1107 + 2%	July 1107 + \$.60	July 1107 + 2%	July 1107 + \$.60	
		Step 1	Step 1	Step 2	Step 2	Step 3	Step 3	
Automotive Service Technician (CH)	B11	\$24.46	\$25.06	\$24.88	\$25.48			
Automotive Service Technician	B10	\$23.86	\$24.46	\$24.31	\$24.91	\$25.51	\$26.11	
Capital Project Chargehand	B10	\$23.86	\$24.46	\$24.31	\$24.91	\$25.51	\$26.11	
Carpenter (Chargehand)	B10	\$23.86	\$24.46	\$24.31	\$24.91	\$25.51	\$26.11	
Carpenter	B9	\$23.27	\$23.87	\$23.72	\$24.32	\$24.63	\$25.23	
Electrician (Chargehand)	313	\$25.63	\$26.23	\$26.07	\$26.67			
Electrician	B11	\$24.46	\$25.06	\$24.88	\$25.48			
Electronics Technician	B11	\$24.46	\$25.06	\$24.88	\$25.48			
Fitter/Machinist	B10	\$23.86	\$24.46	\$24.31	\$24.91	\$25.51	\$26.11	
H.V.A.C. Tradesperson-Electrician	B12	\$25.04	\$25.64	\$25.48	\$26.08	\$25.51	\$26.11	
H.V.A.C. Tradesperson-Plumber	B12	\$25.04	\$25.64	\$25.48	\$26.08	\$25.51	\$26.11	
Industrial Warehouseperson	B7	\$22.10	\$22.70	\$22.54	\$23.14	\$23.18	\$23.78	
Millwright	B10	\$23.86	\$24.46	\$24.31	\$24.91	\$25.51	\$26.11	
Painter (Chargehand)	B9	\$23.27	\$23.87	\$23.72	\$24.32	\$24.63	\$25.23	
Painter	B7	\$22.10	\$22.70	\$22.54	\$23.14	\$23.18	\$23.78	
Plumber/Heating Mechanic (CH)	B13	\$25.63	\$26.23	\$26.07	\$26.67			
Plumber/Heating Mechanic	610	\$23.86	\$24.46	\$24.31	\$24.91	\$25.51	\$26.11	
Plumber	B9	\$23.27	\$23.87	\$23.72	\$24.32	\$24.63	\$25.23	
			63					





NOTES ON SALARY SCHEDULES

SCHEDULE "A" - CLERICAL

I. The Board retains the right to reduce the time period specified for granting the increment.

SCHEDULE "W" - MAINTENANCE

1. The Board retains the right to reduce the time period specified for granting the increment.
2. Employees hired on government-sponsored programs which are not covered by work normally performed by members of the Union shall be accorded the Labourer rate of pay, PG B3.
3. The provisions outlined below will apply to apprentices for pay purposes only. All other conditions of employment will be in accordance with agreement between the Board, The Ministry of Labour's Apprenticeship Training Branch, and the apprentice employee. Apprentices will be engaged by the Board as temporary employees, but will be eligible for fringe benefits.

Start	-	5	pay grades below full trade pay
Completion of 1st year	-	4	11 " " " " "
Completion of 2nd year	-	3	" " " " "
Completion of 3rd year	-	2	" " " " "
Completion of 4th year	-	1	" " " " "

Where for reasons beyond the apprentice's control they are unable to complete a year of apprenticeship, the Board agrees to retroactively reinstate the appropriate wage level to the anniversary date, upon successful completion.

SALARY SCHEDULE "C" -

ALLOWANCES I. Shift Differential

Afternoon shift	6.6667% of applicable regular hourly rate
Night shift	8.0% of applicable regular hourly rate
Split shift	2.5% of applicable regular hourly rate

Weekend work:	<u>Jan. 1/99</u>
Day	\$1.76 per hour
Afternoon	1.76 per hour
Night	1.96 per hour

2. Maintenance Jan. 1/99

Temporary leadhand	\$0.36 per hour
Raw sewage premium	0.36 per hour

3. In-Charge Allowances

In-charge allowances for custodial and maintenance chargehand are incorporated into the rates as a result of the job evaluation plan.

THIS AGREEMENT made and entered into this 6th day of April \_\_\_\_\_ §

BETWEEN:

The Board of School Trustees,  
School District No. 71  
(Courtenay)

(hereinafter referred to as the "Board")

AND:

The Canadian Union of Public Employees, Local 439

(hereinafter referred to as the "Union")

This Agreement will form an Addendum to the Collective Agreement between the Board and the Association effective October 1, 1992.

The purpose of this Agreement is to provide a plan to supplement unemployment insurance benefits received by members of the Union for temporary unemployment caused by maternity.

- (a) Employees must have been regular employees for thirty-six (36) months or more, and have worked for a minimum of thirty (30) months.
- (b) Employees must prove that they have applied for and are in receipt of unemployment insurance benefits in order to receive payment under the plan.
- (c) SUB (supplemental unemployment benefits) is payable for a period during which an employee is not in receipt of unemployment insurance (UI) if the only reason for non-receipt is the claimant is serving the two week UI waiting period.
- (d) The benefit level paid under this plan for the first two weeks of the leave is set at ninety-five percent (95%) of the employee's current weekly earnings. In any of these two weeks, the total amount of SUB payments and other earnings will not exceed ninety-five percent (95%) of the employee's weekly earnings.
- (e) The benefit level paid under this plan for up to a further fifteen (15) weeks is set at

seventy-five percent (75%) of the employee's current weekly earnings. In any week, the total amount of SUB payments and the weekly rate of UI benefits will not exceed seventy-five percent (75%) of the employee's weekly earnings.

SUB payments will be kept separate from payroll records.

The duration of the plan is from the date of the Commission's approval to \_\_\_\_\_

The employer will inform the Canada Employment and Immigration Commission, in writing, of any changes to the plan within thirty (30) days after the effective date of the change.

Employees do not have a right to SUB payments except for supplementation of UI benefits for the unemployment period *as* specified in the plan.

Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under this plan.


SIGNED at Courtenay, -13.0. this ic, 4-k day of A? r 1, 1993 .


FOR THE BOARD OF SCHOOL TRUSTEES, FOR THE CANADIAN UNION OF  
PUBLIC  
SCHOOL DISTRICT NO.71 (COURTENAY) EMPLOYEES, LOCAL 439

Party of the First Part

  
Chairman of the Board

President \_\_\_\_\_

  
Secretary-Treasurer

  
Secretary 7biziegrao

BETWEEN:LETTER OF UNDERSTANDING NO. 7

THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 71  
(COURTENAY)

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 439

Re: Implementation of Gender Neutral Job Evaluation Plan

**Red Circling**

The following employees will be subject to red circling (no reduction in current wages) that may be necessary as a result of implementation of the Job Evaluation Plan:

1. All regular and probationary employees as at May 15, 1995.
2. All employees with limited seniority pursuant to Article 15.01(c) as at May 15, 1995, or who attain such limited seniority rights by June 30, 1995.
3. Other employees who qualify as follows:
  - (a) as at May 15, 1995 for the length of a temporary employee's current assignment or any extension of that assignment, with any break in service not exceeding more than 20 working days; or,
  - (b) who have worked 15 hours per week or more and a minimum of 180 working days during the period May 16, 1994 to May 15, 1995; or,
  - (c) who have worked 1,000 hours or more during the period May 16, 1994 to May 15, 1995.
4. All other employees not covered by points no. 1 - 3 will receive the pay rate in effect at the time, without applying red circling.
5. Red circling will not apply if, in the future, pursuant to Article 15.03, they lose their seniority or limited seniority.

BETWEEN: LETTER OF UNDERSTANDING NO. 7

Letter of Understanding No. 1

Page 2

2. Point Bands and Target Rates

<u>FROM</u>	<u>TO</u>	<u>MID</u>	<u>GRADE</u>	<u>TARGET RATES</u>
530	564	547	13	22.78
495	529	512	12	22.25
460	494	477	11	21.72
425	459	442	10	21.19
390	424	407	9	20.66
355	389	372	8	20.13
320	354	337	7	19.60
<b>285</b>	319	302	6	19.07
<b>250</b>	284	267	5	18.54
215	249	232	4	18.01
180	214	197	3	17.48
145	179	162	2	16.95
126	144		1	16.42
Supervision Aide				12.99

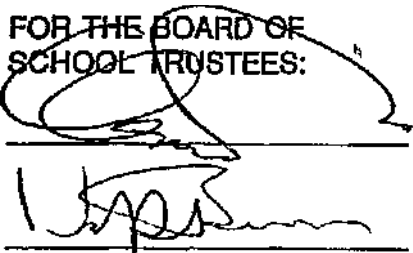
\* the target rates for the various point bands are attainable only as funds are available.

3. All appeals must be submitted by December 31, 1995.

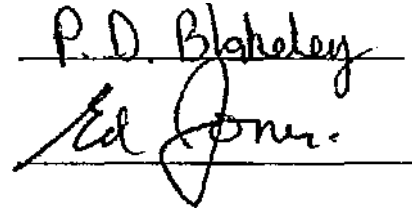
SIGNED this <sup>r-A</sup>  $i^{-3}$  day of

11 \_\_\_\_\_, 1995.

FOR THE BOARD OF  
SCHOOL TRUSTEES:



FOR THE UNION:



THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 71 (COMOX  
VALLEY)

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 439



Re: Community Volunteers and Cooperative Education/Work Experience Programs

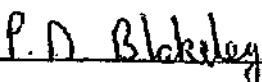

It is recognized that Article 32.03 provides that the use of community volunteers or individuals involved in cooperative education programs or government-sponsored work experience programs shall not in any way adversely affect members of the bargaining unit, nor the creation of new positions within the bargaining unit. Therefore the parties agree:

- (1) That the supervision and training of students involved in such programs as cooperative education and work experience by employees covered by this agreement shall be on a voluntary basis only; and
- (2) That supervision of volunteers by employees covered by this agreement shall be voluntary.

Letter of Understanding No. 4 shall remain attached to the collective agreement subject to subsequent collective bargaining processes.

SIGNED this 0 day of May, 1996.

  
\_\_\_\_\_  
  
\_\_\_\_\_

  
\_\_\_\_\_  
  
\_\_\_\_\_



BETWEEN:LETTER OF UNDERSTANDING NO. 7  
LETTER OF UNDERSTANDING NO. 6  
*Revised June 7, 2005*

BETWEEN:

THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 71 (COMOX VALLEY)

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 439

Re: Summer Student Employees

The parties agree as follows with respect to the hiring of student employees *in* the summer:

The students are hired for short periods in the summer for minor work such as grass cutting, trimming, shovelling, cleaning boilers, filters, crawl spaces, attics, and the like, data entry, and clerical and technology support.

2. The students will be exempt from accruing seniority.
3. When two or more students are assigned to a non-supervisory employee, the employee will be paid lead hand pay.
4. Hiring of students will be in accordance with Article 16.06 and 16.11.

FOR THE BOARD OF  
SCHOOL TRUSTEES:

SIGNED this  
I day of

FOR THE UNION

FOR THE BOARD OF  
SCHOOL TRUSTEES:

*[Handwritten signature]*  
\_\_\_\_\_  
*[Handwritten signature]*  
\_\_\_\_\_

FOR THE  
UNION:

*[Handwritten signature]*  
\_\_\_\_\_  
*[Handwritten signature]*  
\_\_\_\_\_

BETWEEN: LETTER OF UNDERSTANDING NO. 7

THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 71 (COMOX VALLEY)

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 439

Re: Job Evaluation Maintenance Plan

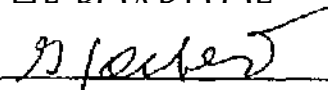

Given that the Job Evaluation Plan is a hybrid plan, the proposed Maintenance Plan cannot be accepted in its entirety.

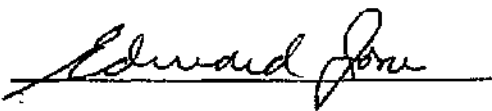

Given that Union and Management Job Evaluation Committee members have jointly participated in the CUPE Maintenance Plan training and have the historical knowledge of the Job Evaluation process, it is proposed that:

- The drafting of a Maintenance Plan be referred to the Job Evaluation Committee; and,
2. The resulting Maintenance Plan be reviewed by the Liaison Committee; and,
3. The final Maintenance Plan will jointly be approved by CUPE and the

Board.

FOR THE BOARD OF

  
\_\_\_\_\_  
  
\_\_\_\_\_

  
\_\_\_\_\_  
  
\_\_\_\_\_

SIGNED this 19th day of April, 2000.

## MEMORANDUM OF AGREEMENT

**BETWEEN:**

THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 71 (COMOX VALLEY)

(hereinafter called the "Board")

**AND:**

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 439

(hereinafter called the "Union")

### **A. GENERAL**

The parties agree to a four hour implementation plan consistent with Article 18.01(d) of the collective agreement which comes into effect January 1, 2000. This plan will provide a minimum four hours of consecutive work to all regular employees and continuing temporary or temporary employees reporting for work who have posted into a position. Minimum hours of work do not apply to persons employed as continuing temporary and temporary educational assistants who have not posted into a position, or supervision aides.

### **B. FUNDING**

Funds held in trust have been provided by the Ministry of Education to school districts in the 2000/2001 school year, pending receipt of an implementation plan for any costs directly attributable to the implementation of the four hour minimum. This plan identifying affected positions will be provided in a separate letter to the Union.

The Joint Implementation Committee will reconvene prior to June 30, 2001 to review the anticipated four hour implementation plan for the 2001/2002 school year.

The Joint Implementation Committee will meet annually to consider application for funding to the Support Staff Job Security Fund for the 2001/2002 and 2002/2003 school years.

### **C. EXEMPTIONS**

The parties agree to the following exemptions from the four hour minimum:

- (1) Small schools with fewer than 75 FTE students in which case a two hour minimum will apply.
- (2) Positions to support English as a Second Language.
- (3) Temporary educational assistant positions to support kindergarten students, which are

currently 12.5 hours per week. Effective September 1, 2001, these positions will be increased to a minimum of 15 hours per week.

TERMS OF REFERENCE

The parties will be guided by the following terms of reference in considering a four hour minimum workday:

- (1) Combination of positions in one site, or adjacent site, wherever possible.
- (2) Minimizing travel time for combined positions.
- (3) Addition of supervision aide time.
- (4) Pay for combined positions. The district's split rate rule will be applied where the addition to the primary position is in excess of 25% of the total time worked. Employees affected by the split rate rule will be paid at the pay rates for each of the two positions.
- (5) Wherever possible, 4 hours a day is 20 hours per week.
- (6) The district will re-assign and/or add temporary assignments in order to achieve the four hour minimum.
- (7) The parties agree to undertake an annual review by March 31 of combined positions.
- (8) The increases to employees to meet the four hour minimum will be mandatory, except where exemptions apply.
- (9) The parties will give consideration to written requests from employees who wish to decline the increase. In such cases, these employees may be re-assigned to positions that are exempt from the four hour minimum.

Signed this 1, e<sup>2</sup>, day of

7 A I:16, 2001.

**FOR THE BOARD  
OF SCHOOL TRUSTEES**

*A. [Signature]*  
Board Representative

*1 - A ( ' e ' )*  
Board Representative

**FOR THE UNION**

*[Signature]*  
Union Representative

*[Signature]*  
Union Representative

# 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 onetime 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.  
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