

JULY 1, 2006 TO JUNE 30, 2010

COLLECTIVE AGREEMENT

BETWEEN



THE BOARD OF

SCHOOL TRUSTEES OF

SCHOOL DISTRICT NO. 72 (CAMPBELL RIVER)

AND



THE

CANADIAN UNION OF

PUBLIC EMPLOYEES

LOCAL 723

**THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO. 72 (CAMPBELL RIVER)**

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B. Bowbrick, Vice-Chairperson
M. Babchuk
T. Foster
D.W. Hagen
W. Harle
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Superintendent of Schools and
Chief Executive Officer

L.J. Boyce
Secretary-Treasurer

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 723**

EXECUTIVE

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R. Robertson, Vice-President
C. Terreberry , Recording Secretary
P. Cadden, Treasurer

SHOP STEWARDS

F. LePage, Chief Shop Steward
M. Freeman, Clerical/Student Supervisor
A. Fedosenko, Custodian
M. Hood and A. Craddock, Educational Assistant
W. Gareau, Maintenance
N. Moren, Transportation

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THIS AGREEMENT MADE AND ENTERED INTO THIS 6th DAY OF JUNE 2006.

BETWEEN:

**THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO. 72 (Campbell River)**

being an Employer within the meaning of the Labour Relations Code of
British Columbia (hereinafter called the "Board")

OF

THE FIRST PART

AND:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 723**

being an organization of employees of the Board and a Union within the
meaning of the Labour Relations Code of British Columbia (hereinafter
called the "Union")

OF THE SECOND PART

WHEREAS the purpose of this Agreement is to maintain a harmonious relationship between the Board and its employees; to provide an amicable and equitable method of settling grievances or differences which might possibly arise; to maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement; to ensure that the Board fulfills the mandate required of it by legislative initiatives, and generally to promote the mutual interests of the Board and its employees;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants hereinafter set forth, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

1.01 (a) Employee

In this Agreement the word "employee" shall have the meaning assigned to it by the Labour Relations Code in respect of the bargaining unit for which the Union is certified.

(b) Permanent Full-time Employee - Ten (10) month or Twelve (12) month

A permanent full-time employee is an employee who works full-time hours on a weekly basis pursuant to Article 18.01(a) of this Agreement, and who has successfully completed a probationary period under Article 1.02 (Probationary Employee) and who is not a temporary or casual employee.

(c) Permanent Part-time Employee - Ten (10) month or Twelve (12) month

A permanent part-time employee is an employee who works less than full-time hours on a weekly basis pursuant to Article 18.01(a) of this Agreement, and who has successfully completed a probationary period under Article 1.02 (Probationary Employee) and who is not a temporary or casual employee.

(d) Ten (10) Month Employee

A ten- (10) month employee is an employee who works while school is in session.

1.02 Probationary Employee

A probationary employee is an employee on probation with a view to determining suitability for permanent employment subject to a probationary period not exceeding sixty-five (65) days worked or such longer term as may be agreed between the Board and the Union.

A probationary employee may be terminated at any time during the probationary period, subject to Article 12 (Grievance Procedure) of this Agreement.

1.03 Temporary Employee

A temporary employee is an employee who is hired for a specific temporary position or to replace an absent permanent employee for a period that shall not exceed six (6) months or such longer period as may be agreed between the Board and the Union.

1.04 Casual Employee

A casual employee is an employee who performs duties on an intermittent or relieving basis.

1.05 Technological Change

(a) Technological Change is defined as the introduction by the Board of a change in its work, undertaking or business, or a change in its equipment or material from the equipment or material previously used by the Board in its work, undertaking or business; or

(b) a change in the manner the Board carries on its work, undertaking or business related to the introduction of that equipment or material.

2. n.a.

3. RECOGNITION AND NEGOTIATIONS

3.01 Bargaining Unit

The Board recognizes the Canadian Union of Public Employees and its Local 723 as the sole bargaining agent for those employees for whom it is certified under the Statutes of British Columbia.

3.02 Work of the Bargaining Unit

No employee in the bargaining unit shall be laid off or suffer a reduction in hours of work or in pay as a result of the use of parent volunteers in schools nor will the Board assign teachers or excluded staff to work which has been traditionally and predominantly performed by members of the bargaining unit. Members of the bargaining unit shall not be required to supervise or train volunteers. The Board will examine with the Union all functions performed by Union members with a view to jointly defining the specific work of the bargaining unit.

4. NO DISCRIMINATION

4.01 No Discrimination

The Board agrees that there shall be no discrimination against members of the Union because of their activities within the Union.

Both parties agree to adhere to the Human Rights Act of B.C.

Any alleged violation of the Human Rights Act shall be referred to the Human Rights Director for settlement.

5. UNION SECURITY

5.01 All Employees to be Members

All new employees shall become members of the Union within thirty (30) days of appearing on the payroll and shall maintain membership therein.

6. CHECK-OFF UNION DUES

6.01 Written Assignments

All employees covered by this Agreement shall complete, and the Board shall honour, written assignments of pay in favour of the Union by way of payment of union dues, initiation fees and assessments. Such assessments shall be irrevocable during the continuance of this Agreement. Deductions from pay in accordance with such assignments shall be remitted to the Treasurer of the Union by cheque not later than the 15th day of the month 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 hours worked and the amounts deducted in each case.

7. & 8. n.a.

9. JOINT CONSULTATION COMMITTEE

9.01 Joint Consultation Committee

A Joint Consultation Committee shall be established consisting of not less than two nor more than four representatives of the Board and not less than two nor more than four representatives of the Union. Either party can request that a meeting be convened and such meeting must be held not later than fifteen (15) days after the request has been made. Such time may be extended by mutual consent of both parties. However the parties shall meet at least once every two (2) months for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this Agreement.

10. n.a.

11. BOARD MEETINGS

11.01 Minutes of Meetings

The Board agrees that they will send ONE copy of Minutes of Board Meetings to the Secretary of the Union.

11.02 Resolutions and Reports of the Board

The Board agrees that any reports or recommendations about to be made to the Board or a Committee of the Board, dealing with matters affecting the working conditions of the members of the Bargaining Unit, will be communicated to the Union before they are dealt with by the Board or Committee of the Board so as to afford the Union a reasonable opportunity of considering them and, if necessary, speaking to them before they are dealt with by the Board.

12. GRIEVANCE PROCEDURE

12.01 Definition

No difference shall be considered to exist unless either the Board or the Union, through such individuals or procedures as they care to establish, declares that a difference does exist.

12.02 Grievance Procedure

All differences between the Board and the Union concerning the interpretation, application or operation of this Agreement, or any alleged violations thereof, including any question of whether a matter is covered by this Agreement, shall be settled in a final and conclusive manner without stoppage of work. All meetings at Step 1 and Step 2 shall be held at mutually agreed times of day and shall be dealt with in the following manner:

Step 1

Within fifteen (15) working days from the date of the incident prompting the grievance or within fifteen (15) working days of the date the grievor became aware or reasonably should have become aware of the incident prompting the grievance, the grievor shall discuss the matter with their supervisor, as designated by the Board, in an attempt to resolve the dispute. If the employee so desires, a shop steward may be present during discussions at this step.

Step 2

If the grievance is not resolved at Step 1, the grievor shall submit the grievance in writing to the Secretary-Treasurer, or designate within seven (7) working days of completion of the discussions at Step 1. The Secretary-Treasurer, or designate and the supervisor shall meet with the grievor, a shop steward and/or the Chief Shop Steward or other representative of the Union within seven (7) working days of receipt of the grievance in an attempt to resolve the grievance. Every effort will be made to schedule Step 2 meetings outside of working hours of the Chief Shop Steward where both the shop steward and Chief Shop Steward would be attending.

When a designate for the Secretary-Treasurer is named, the Union shall be advised in writing.

Step 3

If the grievance is not resolved at Step 2, the grievance shall be considered at a meeting of a Grievance Committee of the Union, consisting of four (4) representatives of the Union and a Grievance committee of the Board consisting of four (4) representatives of the Board, (at least two of whom shall be trustees), within fifteen (15) working days from completion of the discussions at Step 2. Each committee may, if it so desires, have its advisors in attendance.

Step 4

If the grievance is not resolved at Step 3, the grievance may be referred within thirty (30) working days of completion of the Step 3 meeting to arbitration in accordance with Article 13.

- 12.03 A policy grievance may be initiated at Step 2.
- 12.04 An employee considered by the Union to be wrongfully or unjustly disciplined shall be entitled to proceed under the Grievance Procedure commencing at Step 2.
- 12.05 An employee considered by the Union to be wrongfully or unjustly suspended or discharged shall be entitled to proceed under the Grievance Procedure commencing at Step 3.
- 12.06 Where the Board alleges that the Union has contravened any provision of this Agreement, the Board may file a grievance with the Secretary of the Union within fifteen (15) working days of the date of the incident prompting the grievance or within fifteen (15) working days of the date the Board became aware or reasonably should have become aware of the incident prompting the grievance. The parties shall meet to discuss the matter and failing resolution, the Board may refer the matter to arbitration in accordance with Article 13.

13. ARBITRATION

13.01 Composition of Board of Arbitration

If a grievance is referred to arbitration in accordance with Article 12, one (1) arbitrator each shall be appointed by the Board and by the Union and the two (2) arbitrators so appointed shall select and appoint a Chairperson and with the Chairperson shall constitute an Arbitration Board to hear and settle the grievance.

13.02 Limitation of Board of Arbitration

No person shall be appointed as an arbitrator who has been directly involved in attempts to negotiate or settle the grievance and the Labour Relations Board shall have the power to make any appointments to the Arbitration Board not otherwise made within five (5) days of the delivery of the request.

13.03 Arbitration Board Procedure

The arbitrators and the Arbitration Board referred to above shall be subject to the provisions of the Labour Relations Code of British Columbia.

14. DISCIPLINE, SUSPENSION AND DISCHARGE

14.01 Discipline, Suspension and Discharge

An employee may be disciplined, suspended or discharged for just and reasonable cause. Such employee and the Union shall be advised promptly in writing of the reason for such discipline, suspension or discharge.

14.02 Political Action

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). The contemplated action(s) shall be discussed with the Joint Consultation Committee prior to the action(s) taking place.

14.03 Crossing of Picket Lines During Strike

An employee covered by this Agreement shall have the right to refuse to cross a picket line where a strike or lockout is in effect. Failure to cross such a picket line where a strike or lockout is in effect shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action, other than loss of pay for the period involved.

14.04 Adverse Reports

A copy of any adverse report shall be forwarded to the employee, and notification of the adverse report shall be forwarded to the Union.

15. SENIORITY

15.01 Seniority Defined

Seniority shall operate on a bargaining-unit-wide basis, as defined below:

- (a) Seniority for permanent employees shall be determined by reference to the original date of employment or seniority date.
- (b) Seniority shall mean length of service in the bargaining unit. An employee shall not accumulate seniority while absent on a general leave exceeding thirty (30) days, pursuant to Article 24.02 of this Agreement.
- (c) When an employee resigns (or is terminated and not reinstated) and is later hired again, their employment date for calculation of seniority will be the date on which the employee was most recently hired.
- (d) Student Supervisors shall have no seniority rights during their period of employment as a Student Supervisor.
- (e) Employees who have worked in casual or temporary positions and who become permanent employees shall have all time worked in the temporary or casual position counted for seniority purposes.
- (f) Permanent employees on layoff during July and August shall have first priority for all available work provided that they have the required qualifications, ability and skills to perform the duties and provided that the employee notifies the Board of the dates when the employee is available for work.

15.02 Seniority List

The Board shall maintain a master list of all employees showing:

- 1. Name
- 2. Seniority Date
- 3. Employment Date (used for long-service recognition only)
- 4. Classification

The seniority list will be sent to the Union and posted on all bulletin boards by May 15th and September 30th of each year.

15.03 Contracting Out

No employee in the bargaining unit shall be laid off or suffer a reduction in hours of work or pay as a result of the contracting out of bargaining unit work.

Except in cases of emergency the employer shall give two (2) months notice to the Union before contracting out any bargaining unit work; such notice shall state the reasons for the proposed contracting out.

15.04 Retention of Seniority

- (a) An employee who is laid off shall retain existing seniority for a period of thirty-six (36) months only, and shall not acquire additional seniority for the period of layoff.
- (b) An employee who fails to report for work within fifteen (15) calendar days of being notified by registered mail of recall from layoff shall be deemed to have resigned unless failure is due to sickness or other just cause. It is the duty of employees to keep the Board advised of their current address.

15.05 Retired Employees

Subject to the approval of the Union, retired employees may be rehired as temporary employees.

15.06 Secondary Seniority

Secondary seniority shall operate as follows:

- (a) Secondary seniority shall be recognized once a posted casual or temporary employee works a total of eighty (80) shifts during any July 1 to June 30 period, to be effective the following September 30 when the seniority list is sent to the Union and posted on all bulletin boards in accordance with Article 15.06(h).
- (b) Casuals and temporary employees who are in posted casual or temporary positions on the date of ratification of this collective agreement, shall have their existing seniority recognized as secondary seniority and shall not be required to fulfill the requirements of (a) above.
- (c) For the purposes of calculating the secondary seniority of an employee, the total number of shifts worked since July 1, 2000 shall be used.

- (d) A shift shall be defined as any day in which an employee has worked.
- (e) For the purposes of filling posted regular or temporary positions, an employee with the required qualifications, ability and skills, who has secondary seniority, and who applies for such position within the bargaining unit, shall be considered for the posted position after regular employees, and prior to outside applicants.
- (f) For the purposes of call-out, an employee who has secondary seniority shall be called out by seniority on a department basis. In the event an employee is working when such call-out arises, the employee shall complete the current assignment before any new assignment.
- (g) Secondary seniority shall be lost in the event the employee fails to respond to eight (8) call-outs that have not been approved in advance by the Board within a twelve- (12) month period. It is understood that an employee who is unavailable for call-out shall notify the Board in advance in writing except in cases of emergency.
- (h) The Board shall maintain a secondary seniority list for all casual and temporary employees who have attained secondary seniority status in accordance with Article 15.06(a) showing:
 - i. Name
 - ii. Seniority based on total accumulated shifts worked
 - iii. Department

The secondary seniority list will be sent to the Union and posted on all bulletin boards by September 30th of each year.

16. PROMOTIONS AND STAFF CHANGES

16.01 (a) Role of Seniority in Filling Vacancies

Job opportunities should increase in proportion to length of service. Therefore, in filling of vacancies, the applicant with the greatest seniority and having the required qualifications, skills and ability to perform the job applied for shall be awarded the position.

Only the Union and applicants who are members of the bargaining unit will be notified of the successful applicant for a particular position.

(b) Job Postings (Except for Educational Assistants)

Where vacancies exist, including temporary/casual positions or new positions are created, notices giving full particulars shall be posted in all workplaces, and copies thereof shall be mailed to the Secretary of the Union and all members of the Union on layoff who request mailings.

Notices shall be posted a minimum of ten (10) calendar days prior to an appointment being made, except during July and August when the notices shall be posted for a minimum of fifteen (15) calendar days. Where possible, the Board shall make every effort to make such appointments within twenty (20) calendar days upon expiry of the posting.

On request, postings shall be mailed to all members of the Union on layoff and casual employees who request, in writing, mailings.

Employees may access information about postings through a telephone-in service.

(c) Information in Postings

Such notice shall contain the following information: nature of position, expected knowledge, ability, and skills, shift, wage or salary rate. Such expected knowledge, ability and skills shall be those necessary to perform the job function.

16.02 Job Postings (Educational Assistants)

- (a) Posting of vacancies occurring after school opening shall be posted as temporary positions to the end of the school year. Educational Assistants assigned to positions shall not be entitled to post into these temporary positions unless it results in an increase in assigned hours, or unless the Director of Student Services has given prior written approval; such approval shall not be unreasonably denied.
- (b) Posting of vacancies occurring after school opening shall be reposted as permanent positions in June of the same school year. This shall be referred to as the annual posting period.

- (c) Postings shall provide an outline of general duties involved. Such notice shall contain the following information:
- nature of position, expected knowledge, ability and skills, shift, wage or salary rate and, where possible, the initial assignment in accordance with 16.02(d). Such expected knowledge, ability and skills shall be those necessary to perform the job function.
- (d) Educational Assistants shall be assigned by the school Administrative Officer (or designate) to a student or specific group of students.
- (e) When extra educational assistant time to a maximum of one hour per day is allotted to a school during the school year, it shall be offered to the senior qualified Educational Assistant in that school unless there are therapeutic/medical reasons for assigning another Educational Assistant as determined by the Director of Student Services.
- (f) It is understood that positions held by senior employees shall not be posted at the annual posting period. Positions shall only be posted at the annual posting period in the event they become vacant during the year (i.e. resignation, layoff and bumping, assigned children leaving).
- (g) During the annual posting period, all Educational Assistants shall have the opportunity to apply for any posted Educational Assistant positions.
- (h) For the annual posting period, the Board and the Union may by mutual Agreement institute an expedited job posting procedure for Educational Assistant vacancies.
- (i) Any person without an appointment who works sixty-five (65) days or more as a casual Educational Assistant in a two (2)-year consecutive period will attain the status of a posted casual Educational Assistant. The accumulation of the sixty-five (65) days will commence September 1, 1997. A report indicating the person's name and accumulated days will be submitted to the Union monthly on the Union Dues Check Off List.
- (j) For the purpose of year end (June), Educational Assistants assigned to elementary schools shall work until the last scheduled day students are required to attend. In middle and secondary schools, Educational Assistants, Child and Youth Workers, Multicultural Youth Workers, and First Nations Youth Workers shall work until one (1) week prior to the end date as established in the elementary schools.

16.03 Trial Period

An employee who is transferred, or is promoted, shall serve a trial period in the new position for a period not exceeding sixty-five (65) days worked, or such longer or shorter term as may be agreed, in writing, between the Board and the Union. Such agreement will not be unreasonably withheld.

- (a) During such trial period, employees may exercise the option of returning to their previous position.
- (b) In the event employees prove unsatisfactory in the position, upon completion of the trial period, they shall be returned to their former position.
- (c) Other employees reassigned as a result of the rearrangement of a position shall also be returned to their former position.
- (d) An employee who is serving a trial period shall not fill a new appointment until the expiration of the trial period except where an increase in gross pay is involved.

16.04 Union Notification

The Board shall promptly notify the Union of actions taken in writing in respect of employees and the Union's complaint of unfair treatment of any employee shall be subject to the grievance procedure as herein before established.

16.05 Transfer of Personnel

After consultation with the Joint Consultation Committee and the individuals affected, the Board reserves the right to transfer employees, where operational requirement(s) necessitate such transfer, within classification(s) to equivalent position(s). The Board will not transfer personnel to a newly created or vacant position. Vacancies can result from increased staffing, retirement, resignation and organizational changes. In cases of transfer, no employee will suffer any loss in hours and wages.

16.06 Temporary Transfer

The Board reserves the right to transfer personnel within the Bargaining Unit from one (1) position to another for a period of up to six (6) months. Such temporary transfer shall be in cases of sick leave, leave of absence, vacations, or operational requirement(s). No employee will suffer any loss of hours and wages. An employee transferred to a higher paying position shall receive the rate of pay for that position. Such transfers may be extended by mutual consent of the Board and the Union. Such consent shall not be unreasonably withheld.

16.07 Seniority Outside Bargaining Unit

If an employee is the successful applicant for an excluded position, the employee shall retain their seniority up to the date of leaving the bargaining unit, but will not accrue any further seniority. If the employee desires to return to the bargaining unit, such return will not result in the layoff of any bargaining unit member, but shall be done through the posting procedure, commensurate with the employee's bargaining unit seniority and qualifications.

Notwithstanding the above, the employee's entire service with the Employer shall be counted for the purposes of all service related benefits.

16.08 Bus Drivers

Prior to the assignment of a casual bus driver to fill in for an absent bus driver, and provided that there is a minimum of twenty-four (24) hours' notice of such absence, opportunity will be provided to other permanent bus drivers on a seniority basis to be temporarily reassigned within the Transportation Department.

17. LAYOFFS AND RECALLS

17.01 Retention of Employment

It shall be the policy of the Board to endeavour to provide full employment for permanent employees before providing employment for temporary and/or probationary employees and/or before hiring new employees. Student Supervisor positions shall not be combined with other classifications.

17.02 Definition of Layoff

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

17.03 Educational Assistants

- (a) In the event of layoff during a school year, an Educational Assistant shall be entitled to do any one (1) of the following:
- (i) claim seniority rights against any employee other than Educational Assistants;
 - (ii) claim seniority rights against the Educational Assistant with the least seniority who has the same or more hours; or

- (iii) claim seniority rights during the school year in which the layoff takes place for any vacant or newly created Educational Assistant positions that are posted during the school year.

17.04 Role of Seniority in Layoffs

In the event of a layoff, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority. Employees about to be laid off may exercise their seniority rights over any employee with less seniority, providing the employee exercising the right has the required knowledge, ability and skills to perform the work of the less senior employee. These seniority rights may be exercised to attain a higher or lower job classification.

17.05 Advance Notice of Layoff

Unless legislation is more favourable to the employees, the Board shall notify employees who are to be laid off thirty (30) calendar days prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in this article, the employee shall be paid for the days for which work was not made available.

Employees shall be permitted ten (10) calendar days in which to notify the Board if they wish to exercise bumping rights.

17.06 Recall Procedure

Employees shall be recalled in the order of their bargaining-unit-wide seniority, subject to having the required knowledge, ability and skills.

18. HOURS OF WORK

18.01 Hours

- (a) The work week for all employees covered by Schedule 'A' attached hereto and forming part of this Agreement, shall be forty (40) hours per week, eight (8) hours per day, Monday to Friday inclusive. The work week for all employees covered by Schedule 'B' attached hereto and forming part of this Agreement shall be thirty-five (35) hours per week, seven (7) hours per day, Monday to Friday inclusive.
- (b) Employees other than Student Supervisors shall be scheduled to work a minimum of four (4) consecutive hours in any day in which the employee is scheduled to work. Meal periods do not constitute a break in consecutive hours. Bus drivers are excluded from the consecutive hours.

- (c) Student Supervisors shall work a minimum of one (1) hour during the noon or lunch hour in any day in which the employee is scheduled to work.
- (d) Student Supervisors shall not be entitled to benefits under Article 28.

18.02 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.
- (b) In the event 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 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.

18.03 Failure to Notify

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.

18.04 Discretionary Days

- (a) Educational Assistants, First Nations Youth Workers, Multicultural Youth Workers, Child and Youth Workers, and Signing Interpreter/Brailleists, other than casual, shall be entitled to their regular scheduled hours for attendance at district and school-based Professional Development Days, with pay. For the purposes of obtaining necessary training, the Board may request the attendance of Educational Assistants on up to two (2) days during the last week of August, in which case the Educational Assistants shall be entitled to leave with pay on an equivalent number of Professional Development Day(s).
- (b) Posted casual Educational Assistants shall be entitled to attend the district Professional Development Day, with pay.

18.05 Inservicing

- (a) The Board shall budget annually a fund for the purpose of releasing and inservicing permanent employees covered by this Collective Agreement. An annual financial report on the operation of the inservicing fund shall be supplied by the Secretary-Treasurer.

- (b) Inservicing shall be for the purpose of technological changes, job-related training, professional development, and other activities designed to improve the work performance of permanent employees.
- (c) The inservice fund as established by the Board shall be administered by the Secretary-Treasurer or designate. There shall be a committee formed comprised of two (2) Union and two (2) Board representatives for the purpose of advising the Secretary-Treasurer or designate on the choice of and the organization of inservice activities for permanent employees covered by this Collective Agreement. This committee shall meet a minimum of twice yearly to facilitate inservicing and to review requests received from departments for specific inservicing programs.
- (d) Permanent employees, other than Bus Drivers, Educational Assistants, First Nations Youth Workers, Multicultural Youth Workers, Child and Youth Workers, and Signing Interpreter/Braillists shall be provided on an annual basis with one (1) day of inservicing which shall be scheduled during working hours on days when school is not in session. Bus drivers shall be provided with two (2) days of inservicing on days where teacher professional days or other non-instructional days are established without children in attendance at school.
- (e) Permanent employees must attend the day of inservicing in order to be paid their regular hourly rate of pay for the number of hours in attendance, to a maximum of eight (8) hours per day.

19. OVERTIME

19.01 Overtime Rates

Work done in excess of the regular hours for employees as shown in Article 18.01(a) shall be paid as follows:

- (a) DAILY - first three (3) hours at time and one-half the regular rate, twice the regular rate thereafter.

WEEKEND OR DAYS OF REST - twice the regular rate for all hours worked.
- (b) When an employee works on a shift other than Monday to Friday, all hours worked on Sundays shall be paid for at time and one-half the regular rate.

- (c) Work done by part-time or casual Janitors on Saturdays for school or community activities shall be paid at the regular rate for all hours worked. For hours in excess of eight (8) hours on that day or forty (40) hours in that week, time and one-half shall apply.
- (d) At an employee's request, the Board may grant time off at the appropriate overtime rate in lieu of overtime pay for overtime worked. Time off shall be taken at a time established by mutual agreement between the employee concerned and the employee's supervisor. No employee shall have in excess of ten (10) working days banked at any one time. Banked time off not taken by December 31st shall be paid out.

19.02 Call-out

Any employee who is called out to work during scheduled time off shall be entitled to a minimum remuneration of four (4) hours pay at normal rates or actual numbers worked at the appropriate overtime rate, whichever is greater.

19.03 Overtime Reporting

All overtime is to be reported on bi-weekly time sheets and requires proper sanction of the appropriate supervisor except in an emergency, in which case it is to be reported by the earliest possible means.

20. **SHIFT WORK**

20.01 Shift Premiums

In addition to remuneration as provided in Schedules 'A' and 'B' attached:

- (a) Employees shall receive a shift premium of fifty-one cents (\$.51) per hour for all hours worked on the afternoon shift in which half or more of the hours worked fall between 6:00 p.m. and 12:00 midnight.
- (b) Employees shall receive a shift premium of sixty-six cents (\$.66) per hour for all hours worked on the night shift in which one-half hour or more of the hours worked fall between 12:00 midnight and 6:00 a.m.
- (c) Employees who are required to begin a day shift before 7:00 a.m. shall receive a shift premium of twenty-six cents (\$.26) per hour for all hours worked on that day shift.

20.02 Abnormal Working Conditions

All employees who are required to perform the following work shall receive in addition to the remuneration as provided for in Schedules 'A' and 'B':

- (a) \$.50 for coming into contact with raw sewage;
- (b) \$.40 while operating spray painting equipment.

20.03 Turn Around Time

Employees required to start a new shift within twelve (12) hours of completing their previous shift, including overtime, shall be paid at the rate of time and one-half (1-1/2) for all hours worked which fall within the twelve (12) hour turn around time.

This Article 20.03 shall not apply when the employee requests and the Board agrees that the employee may start a new shift within twelve (12) hours of completing the employee's previous shift.

21. STATUTORY HOLIDAYS**21.01 List of Statutory Holidays**

- (a) All probationary and permanent employees shall be granted Statutory Holidays with pay, for such of the recognized Statutory Holidays as fall on normal working days within the periods of their employment: (1) New Year's Day, (2) Good Friday, (3) Easter Monday, (4) Victoria Day, (5) Canada Day, (6) B.C. Day, (7) Labour Day, (8) Thanksgiving Day, (9) Remembrance Day, (10) Christmas Day and (11) Boxing Day, plus such other Statutory Holidays as may be declared by the Provincial or Federal Governments and which result in the closure of all schools. When Remembrance Day falls on a weekend and schools remain open on the previous Friday and ensuing Monday, then the Statutory Holiday for Remembrance Day shall be given on such non-school day during the Christmas or Spring Break as the Union may choose. Any employee required to work on the day granted in lieu of Remembrance Day shall be paid in accordance with Clause 21.02(c).
- (b) Ten (10) month employees shall, based on regularly scheduled hours, be granted Statutory Holidays with pay as enumerated in Article 21.01(a), except for B.C. Day and Labour Day.

21.02 Rates of Pay for Statutory Holidays

- (a) When any of the foregoing Statutory Holidays fall on days other than normal working days, the procedure adopted by the Provincial Government shall be followed.
- (b) Casual and temporary employees shall receive an additional four percent (4%) of regular earnings in lieu of Statutory holidays. This shall be paid on each payroll.
- (c) If an employee is required to work on a Statutory holiday as defined in the foregoing, then such work shall be treated as work in excess of eight (8) hours in a day and/or five (5) days in a week.

22. VACATIONS

22.01 Working Year

The working year for the purpose of the Employment Standards Act shall be the period June 1 of one calendar year to May 31st of the succeeding calendar year. A full year of service is twelve (12) full months of seniority as calculated in Article 15.01 of this Agreement.

22.02 Twelve (12) month employees

Twelve (12) month employees shall receive their regular salary while on vacation pursuant to their entitlement in Articles 22.04 to 22.09 of this Agreement.

22.03 Ten (10) month employees

Ten (10) month employees shall accrue the percentage of gross wages for vacation in accordance with Articles 22.04 to 22.09. Effective June 1, 1998, vacation accrual shall be paid out in full to each ten (10) month employee at Christmas, at Spring Break and at the end of June of each year.

22.04 Less than One (1) year of service

An employee who will have completed less than a full year of service by September 15th in any calendar year shall accrue four percent (4%) of gross wages from the Board during the working year for ten (10) month employees or pro rata of two (2) weeks for the number of months of service during the year for twelve (12) month employees.

22.05 One (1) to Six (6) years of service

An employee who will have completed one (1) and fewer than six (6) full years of service by September 16th in any calendar year shall accrue six percent (6%) of gross wages from the Board for ten (10) month employees or three (3) weeks paid vacation at their regular rate of pay for twelve (12) month employees.

22.06 Six (6) to Eleven (11) years of service

(In effect June 1, 1998):

An employee who will have completed six (6) and fewer than eleven (11) full years of service by September 16th in any calendar year shall accrue eight percent (8%) of gross wages from the Board for ten (10) month employees or four (4) weeks paid vacation at their regular rate of pay for twelve (12) month employees.

22.07 Eleven (11) to Nineteen (19) years of service

(In effect June 1, 1998):

An employee who will have completed eleven (11) and fewer than nineteen (19) full years of service by September 16th in any calendar year shall accrue ten percent (10%) of gross wages from the Board for ten (10) month employees or five (5) weeks paid vacation at their regular rate of pay for twelve (12) month employees.

22.08 Over Nineteen (19) years of service

(In effect June 1, 1998):

An employee who will have completed nineteen (19) full years of service by September 16th in any calendar year shall accrue twelve percent (12%) of gross wages from the Board for ten (10) month employees or six weeks paid vacation at their regular rate of pay for twelve (12) month employees.

22.09 One (1) Extra Week Vacation

In addition to the vacation schedule, employees who have sixteen (16) years or more of service shall be granted one (1) additional week's vacation, once. This one (1) additional week's vacation shall be scheduled in a similar manner as the regular vacation entitlement.

22.10 Vacation Entitlement

An employee shall not accumulate vacation entitlement while absent on a general leave exceeding thirty (30) days, pursuant to Article 24.02 of this Agreement.

22.11 Vacation List

Not later than June 15th of each year, the Board will prepare a vacation list as of May 31st, showing:

1. Employee's name
2. Vacation pay earned
3. Vacation entitlement, if any

and will give copies of this list to the Union at the earliest possible date, indicating any operational requirements affecting the taking of vacations.

22.12 Vacation Schedule

- (a) The Board shall provide a preliminary vacation list showing each employee's vacation entitlement on May 1st of each year.
- (b) Upon receipt of their entitlement, employees shall be given until May 31st to complete and return their first vacation request. Seniority and operational requirements shall be considered.
- (c) Employees successful in their initial application will receive letters of approval. Those whose first request was not approved will be provided an additional two (2) weeks to request alternate suitable dates. In the event, second requests cannot be accommodated, opportunity will be given for further requests.
- (d) Final vacation schedules shall be posted in each work location.

22.13 Vacation Carry-Over

Employees may be permitted to carry over into the following year (past May 31) a maximum of ten (10) days of vacation. Vacation in excess of ten (10) days will be paid out on the first payroll in July. Employees who have accumulated vacation in excess of ten (10) days on May 31, 2005, as set out in Appendix A attached to the Collective Agreement, shall be permitted to retain the vacation accumulation until used.

23. SICK LEAVE PROVISIONS23.01 Amount of Sick Leave

Subject to the production of medical certificates when required by the Board, employees shall be entitled to sick leave with pay at the rate of one and one-half (1-1/2) days for each month worked, or on sick leave, paid leaves of absence, maternity or parental leave or Workers' Compensation Board leave. This sick leave shall be credited monthly in advance, and unused sick leave shall be carried forward and accrued to an unlimited total. Sick leave for part-time employees shall be earned and accrued pro rata based on their regularly scheduled hours of work.

The cost, if any, of any medical certificates requested by the Board shall be borne by the Board.

23.02 More than 10 Years Service

An employee who has completed ten (10) or more years of continuous service with the Board shall, on retirement and qualification for a CPP retirement pension or death, receive one (1) month's salary. In addition, those employees who have completed ten (10) or more years of continuous service with the Board shall, on retirement and qualification for a CPP retirement pension or death receive pay at normal rates for accrued sick leave up to a maximum of thirty (30) days.

23.03 Sick Leave Records

A list of accrued sick hours for all employees shall be provided for employees' information monthly, on their pay statement.

23.04 Illness in the Family

Where no one at home other than the employee can provide for the needs during illness of an immediate family member who resides in the employee's home (as defined in Article 24.01(a) of this Agreement), the employee shall be entitled, after notifying their supervisor, to use a maximum of five (5) accumulated sick leave days per calendar year to care for the member of the family who is ill.

23.05 Sick Leave Entitlement

Any leave granted under Articles 23.04 and 24.01(c) of this Agreement shall not conflict with the requirement that at least one day per month of sick leave entitlement is to be reserved exclusively for absences related to the employee's personal illness or injury.

24. LEAVE OF ABSENCE

24.01 Bereavement Leave

- (a) Leave of absence, with pay, for death in the family, shall be granted to a maximum of five (5) working days. For the purpose of Article 24.01 (a) and (b) of this Agreement, family shall be defined as being spouse, child, father, mother, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent and grandchild.
- (b) Leave of absence, with pay, shall be granted for critical family illness (family members as defined in 24.01 (a) of this Agreement) to a maximum of five (5) working days in any calendar year depending on the circumstances, provided the employee submits, as soon as possible, verification from a qualified medical practitioner that the illness is critical.
- (c) Notwithstanding Articles 24.01(a) and (b) of this Agreement, additional days of leave of absence with pay may be granted, which shall be deducted from the employee's sick leave, when there is a death or critical illness of a member of the employee's family as defined in Article 24.01(a) of this Agreement.
- (d) In the event of the death of an employee's sister-in-law, brother-in-law, niece or nephew, the employee shall be entitled to one (1) day bereavement leave, with pay, and up to four (4) additional days' leave of absence, without pay.
- (e) An employee may request leave of absence, without pay, to attend the funeral of others not covered above.

24.02 General Leave

In other circumstances the Board may, at its discretion, grant leave of absence with or without pay. Whenever possible, applications for leave of absence under this Article shall be made in writing no fewer than five (5) working days in advance of the proposed first day of the leave.

24.03 Union Convention

The Board shall grant up to a total of four (4) days a year leave of absence with pay to enable Union nominees to attend Union Conventions.

24.04 Jury or Witness Duty

- (a) Leave of absence with pay shall be granted:
 - (i) for jury duty;
 - (ii) when required by Summons to appear as a witness in court;

For (i) and (ii), a copy of the subpoena/Summons must accompany the leave of absence request. Any jury or witness fees received during paid leave shall be paid to the Board, excluding payment for expenses incurred.

- (iii) where the employee is the successful defendant.

For (iii), approval without pay will be granted until proof of the outcome of the court action is provided.

- (b) Leave of absence without pay shall be granted where the employee is a party to a court action.

24.05 Pregnancy, Adoptive and Parental Leave

- (a) Pregnancy leave, without pay, shall be granted pursuant to Part 6 of the Employment Standards Act.
- (b) In addition to the provisions of the Employment Standards Act, leave of absence without pay will be granted for all leaves of absence requested for the remainder of that school year or calendar year.
- (c) Employees granted leave per (b) above must submit a written notice of their intention to return to work to the Secretary-Treasurer at least six (6) weeks prior to the date they wish to return (November 15th or June 15th).
- (d) In the case of incomplete pregnancy, an application for earlier return will be granted by the Secretary-Treasurer.

And in addition to the foregoing:

- (e) Employees with three or more years of service may be granted up to nineteen (19) months leave of absence without pay upon written application by May 1st. Leave under this article must expire on July 31st in any year.

- (f) Employees granted leave per (e) above must submit a written notice of their intention to return to work by May 1st 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 commencement of leave.
- (g) An adoptive parent shall be granted three (3) days' leave, with pay, to pick up an adopted child.
- (h)
 - (1) An employee, on written request for parental or adoptive leave, is entitled to a leave of absence from work, without pay, for the period specified in subsection (3).
 - (2) A request under subsection (1) must
 - A. be made at least four (4) weeks before the day specified in the request as the day on which the employee proposes to commence parental leave, and
 - B. be accompanied by
 - (i) a certificate of a medical practitioner or other evidence stating the date of birth of the child or the probable date of birth of the child if a certificate has not been provided, or
 - (ii) a letter from an agency that placed the child providing evidence of the adoption of the child.
 - (3) The employee is entitled to unpaid parental leave;
 - A. in the case of a natural mother, for a period of up to thirty-five (35) consecutive weeks immediately following the end of the maternity leave unless the Board and the employee agree otherwise,
 - B. in the case of a natural father, for a period of up to thirty-seven (37) consecutive weeks following the birth of the child and within the fifty-two (52) week period after the birth date of the new born child, and

- C. in the case of an adopting mother or father, for a period of up to thirty-seven (37) consecutive weeks following the adoption of the child and within the fifty-two (52) week period after the date the adopted child comes into the actual care and custody of the mother and the father.
- (4) If it is certified by a medical practitioner or the agency that placed the child that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the employee is entitled to a further parental leave of absence from work, without pay, for a period not exceeding a total of five (5) consecutive weeks as specified in the certificate, commencing immediately following the end of the parental leave taken under subsection (3).
- (5) Notwithstanding Article 1.04 of this Agreement, the Board may hire a temporary employee for a period not to exceed fifty-two (52) weeks to replace an employee who is on leave pursuant to Articles 24.05(a) and 24.05(h) of this Agreement.
- (i) An employee's combined entitlement to a leave of absence from work under this Article 24.05(a) and (h) shall not exceed a total of fifty-two (52) weeks.

24.06 Paternity Leave

Paternity leave of absence with full pay and benefits shall be granted for a period not to exceed two (2) days which is to be taken thirty (30) days before or after the birth of the child unless there are medical reasons substantiated by a medical practitioner. The employee shall inform the Board at least one (1) month before the desired leave of absence, which may be before and/or after the birth. On request, employees shall supply a medical report confirming that their spouse is pregnant and indicating the anticipated date of delivery.

24.07 Leave of Absence for Negotiations

- (a) Up to four (4) employees of the Board who are members of the Union's bargaining committee shall be granted leave of absence without loss of pay to attend contract negotiations with the Board.
- (b) Additional members of the Union's bargaining committee shall be granted leave of absence without pay to attend contract negotiations with the Board.

24.08 Leave for Ten (10) Month Employees

Subject to operational requirements, ten (10) month employees shall be entitled to take up to two (2) weeks' leave, without pay, during the school year.

24.09 Leave of Absence for Union Business

The Board shall replace employees who are absent due to Union business where the Union is reimbursing the Board for their wages and benefits, when the absence is for a minimum of four (4) hours and, when qualified casual employees are available to fill the position.

24.10 Elected Office, Community Service and Full-Time Union Leave

- (a) An employee shall be granted a discretionary leave of up to twenty (20) working days without pay but with the continuation of benefits when, as a candidate, they are contesting a municipal, regional, provincial or federal election.
- (b) A long-term leave of absence shall be granted without pay or benefits on request to an employee should they be elected as a result of such candidacy.
- (c) An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence at no cost to the Board and without loss of seniority, for a period of one (1) year. On request, this leave shall be renewed each year during their term of office.

25. PAYMENT OF WAGES AND ALLOWANCES

25.01 Pay Rates

All employees shall receive remuneration for the position held or the work performed, whichever is the greater, according to the rates as shown in Schedules "A" and "B" attached hereto and forming part of this Agreement. The pay period shall be bi-weekly, to be paid every other Friday, with a one (1)-week holdback period.

25.02 Supervision Allowance

Employees holding the rank of Maintenance II required to supervise other employees shall receive their normal rate for the first three (3) employees, including themselves, and then ten cents (\$.10) per hour for each group of two (2) further employees or part thereof.

25.03 Kilometerage Allowance

Effective July 1, 2006 a kilometerage allowance of forty-seven cents (\$.47) per kilometer shall be paid to employees required to use their vehicles for the purpose of performing Board requirements in the course of their duties. The employee may be required to carry other employees or small tools and supplies, however at no time shall these requirements be allowed to have a detrimental effect on the vehicle.

Effective each July 1 during the term of this Agreement, the kilometerage allowance will be revised to the BC provincial government rate in effect on that date.

25.04 Department Head Allowances

The following allowances shall be paid to Department Heads in addition to their regular rates of pay:

| | |
|-----------------------|-----------------|
| Leadhand (Electrical) | \$1.25 per hour |
| Leadhand (Painting) | \$1.25 per hour |
| Leadhand (Grounds) | \$1.25 per hour |
| Leadhand (Carpenter) | \$1.25 per hour |
| Leadhand (Custodial) | \$1.25 per hour |
| Leadhand (HVAC) | \$1.25 per hour |
| Leadhand (IT) | \$1.25 per hour |
| Head Driver | \$1.25 per hour |

The Head Driver's rate shall be no less than that of any employee the Head Driver supervises.

In addition to the above, the Board may appoint a Leadhand for temporary projects for a period of up to three (3) months. In such instances such Leadhand shall receive the allowance outlined above for the Leadhand positions.

Tradespersons who are required to utilize their tickets for securing permits shall receive an annual allowance of five hundred dollars (\$500) unless such employees receive a department head allowance as above.

25.05 Part-time Bus Drivers

Part-time bus drivers shall be used for extra-curricular activities, using the senior part-time bus driver first until all part-time bus drivers have been offered an equivalent of eighty (80) hours pay bi-weekly at which time, the senior bus driver shall be used. No bus driver shall be permitted to work in excess of an equivalent of eighty (80) hours bi-weekly (unless to complete an extra-curricular activity) pay until all part-time drivers have been offered an equivalent of eighty (80) hours pay bi-weekly.

When the offering of an extra-curricular activity to a part-time bus driver could result in the driver having in excess of eighty (80) hours pay bi-weekly, the driver shall have the option of either:

- (a) accepting the extra-curricular activity and taking time off to comply with Article 25.05, or
- (b) rejecting the extra-curricular activity.

The option described above shall be subject to the availability of a qualified driver to replace the part-time driver for the regular part-time hours.

25.06 Rest Periods and Meal Allowances

Employees required to work more than two (2) hours overtime, will be given a fifteen (15) minute paid rest period and in addition receive a ten dollar (\$10.00) meal allowance. If the employee continues to work, a meal, which shall be hot if practicable, shall be provided every four (4) hours thereafter.

26. **FIRST AID TRAINING**

26.01 The Board shall pay the following to an employee who is designated as the first aid attendant in a school:

| | |
|-----------|------------------|
| Level II | \$.50 per hour |
| Level III | \$ 1.00 per hour |

26.02 The course fees related to first aid training shall be paid by the Board with prior approval of the Superintendent of Schools or designate.

26.03 The Superintendent of Schools or designate shall provide release time with pay for a designated employee to participate in authorized first aid training.

27. **JOB CLASSIFICATION AND RECLASSIFICATION**

27.01 New Classifications

When the duties of any job are changed or where the Union and/or an employee feels that the employee has not been placed in the proper classification, or when a new job is created or established, the rate of pay shall be subject to negotiations between the Board and the Union. If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the new position was first filled by an employee or the date of change in job duties.

28. BENEFITS28.01 Retirement

Retirement age shall be as specified in the Pension (Municipal) Act. Unless the employee voluntarily retires earlier, the employee shall be retired at June 30th or December 31st next following attainment of maximum retirement age.

28.02 Municipal Pension Plan

All full-time employees shall become members of the Municipal Pension Plan upon attaining eligibility to do so pursuant to the Municipal Pension Plan rules. Part-time employees shall be offered enrolment in the Municipal Pension Plan pursuant to the Municipal Pension Plan rules.

28.03 Medical Services Plan

Employees may, after one (1) month's employment, become and remain members in good standing of the Medical Services Plan and the Board shall pay ninety percent (90%) of their monthly premium.

28.04 Group Life Insurance

Employees shall, after one (1) month's employment, become and remain covered by the Board's Group Life Insurance Policy (in the amount of \$50,000), and Accidental Death and Dismemberment Policy (in the amount of \$50,000), and the Board shall pay one hundred percent (100%) of their monthly premiums.

28.05 Group Dental Insurance

Employees may, after one (1) month's employment, become and remain covered by the Board's Group Dental Plan and the Board shall pay ninety percent (90%) of their monthly premium. The dental plan shall provide the following coverage:

- (a) One hundred percent (100%) of Plan A services and seventy-five percent (75%) of Plan B services with a combined annual limit of one thousand dollars (\$1,000) per family member per year; and
- (b) Fifty percent (50%) of Plan C, Orthodontics, for covered children, to a two thousand dollar (\$2,000) lifetime maximum per covered child and a fifteen hundred dollar (\$1,500) lifetime maximum for adults.

28.06 Workers' Compensation

- (a) In case of an injury sustained by an employee in the course of employment by the Board, the Board shall continue to pay the employee's regular wage for a period not to exceed one (1) month during which the employee is unable to work.
- (b) In the event the claim is accepted by Workers' Compensation, the Board shall continue to pay the employee's regular wage for a period not to exceed two (2) months including the period covered by Article 28.06(a) during which the employee is unable to work.
- (c) In the event the claim is rejected in writing by the Workers' Compensation, and
 - (i) the employee does not provide immediate written confirmation to the Board that an appeal has been initiated or;
 - (ii) the appeal is lost, abandoned by the employee, or the employee terminates their employment, the Board will seek full restitution from the employee as follows:

deduct the full amount from sick leave credits or;

if the employee has insufficient sick leave credits, the Board may deduct from the employee's wages an amount not to exceed five percent (5%) of the total owed to the Board for twenty (20) consecutive bi-weekly pay periods. If the employee ceases to be employed by the Board prior to the full repayment referred to above, the Board shall be permitted to deduct the balance owing from the employee's final payment of wages and benefits, and in the event a balance is still owing, the employee is obligated to make full payment on termination.
- (d) Workers' Compensation in respect of the injury shall be paid to the Board and shall be reported by the Board in such manner that the employee receives any and every exemption from Income Tax to which the employee is entitled.

28.07 Extended Health Benefits

Employees may, after one (1) month's employment, become and remain members in good standing of an extended health benefits plan which includes coverage for vision care in the amount of two hundred fifty (\$250.00) per family member, biannually, and the Board shall pay ninety percent (90%) of their monthly premiums.

28.08 Public Education Benefits Trust (PEBT), LTD Plan, Joint Early Intervention Service

The Parties have agreed to participate in the Public Education 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.

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

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

Participation in the benefits trust will be in accordance with the Letter of Understanding dated May 22, 2006 between BCPSEA and School Boards who are signatories to this LOU and Support Staff Unions who are signatories to this LOU (Attachment #1).

The Parties further agree to participate in the government-funded “Core” long-term disability plan and the Joint Early Intervention Service provided through the PEBT.

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 PEBT.

28.09 For the purposes of Articles 28.03, 28.04, 28.05, 28.07 and 28.08 of this Agreement, an employee is defined as an employee who works at least sixty (60) hours per month. Employees who work less than sixty (60) hours per month shall be included in Articles 28.02, 28.03 and 28.05 of this Agreement if they so request and if it is possible and subject to agreement between the Board and the Union.

29. DISTRICT HEALTH AND SAFETY COMMITTEE

29.01 District Health and Safety Committee

Pursuant to the Occupational Health and Safety Regulation (BC Regulation 296/97, as amended by BC Regulation 185/99) as adopted under the Workers’ Compensation Act (effective April 15, 1998), as amended by the Workers’ Compensation (Occupational Health and Safety) Amendment Act (effective October 1, 1999).

Through a process of consultation, Health and Safety Committees will be established. Committee structure and operating guidelines will be developed and implemented as part of the School District's joint Health and Safety Committee, Policy and program.

29.02 Safety and Health Reports, Records and Data

The Board shall provide the District Health and Safety Committee with the details of every accident, incident, or occurrence of an occupational disease that occurred at the worksite in the previous month.

29.03 A member of the District Health and Safety Committee shall not lose pay while engaged in Committee business during regularly scheduled hours of work.

29.04 Workplace Violence

(a) The Board and the Union are committed to fostering and promoting a safe environment for all students, staff, and public. The Board agrees to develop policies for dealing with workplace violence.

(b) The Board and the Union agree to participate in procedures to ensure the employees are aware of and understand workplace violence.

(c) The District Health and Safety Committee shall be consulted in all matters pertaining to workplace violence.

30. TECHNOLOGICAL AND OTHER SIGNIFICANT CHANGES

30.01 Union Notification

Not less than ninety (90) days before the introduction of any major technological or other significant change, the Board will advise the Union of its proposals and will request that the Joint Consultation 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 major technological or other significant change, the Joint Consultation 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 Job Changes

In the event that jobs change as the result of the introduction of any major technological or other significant change, and where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employee, if reasonably possible, shall, at the expense of the Board, be given a period of time during which they may perfect or acquire the skills necessitated by the new method of operation.

Where retraining is not reasonably possible, or where jobs are eliminated as a result of the introduction of any major technological or other significant change, the Board will either:

- (a) 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 halfway between the rates of the employee's previous and new jobs, followed by pay at the rate of the employee's new job, or
- (b) Release the employee with a severance allowance of one (1) week's pay for each complete year of seniority.

30.04 Disputes

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

31. SEXUAL HARASSMENT

31.01 Sexual Harassment

Employees have the right to protection from sexual harassment. Sexual harassment is any repeated and unwelcome sexual comment, suggestion, or physical contact that creates an uncomfortable working environment for the recipient.

- 31.02 Sexual harassment may be a single sexual advance, especially when made by a person in authority, that includes or implies a threat and/or a reprisal made after a sexual advance is rejected.

31.03 The procedure for reporting complaints of sexual harassment shall be as follows:

- (a) A complaint of sexual harassment may be filed with the employee's supervisor or the Secretary-Treasurer. This complaint may be oral or in writing.
- (b) Within seven (7) days of the filing of the complaint, the employee's supervisor or the Secretary-Treasurer shall report to the complainant in writing of actions taken.
- (c) Any subsequent complaint of sexual harassment involving the same individual(s) may be grieved pursuant to this Agreement.
- (d) A complainant, if unsatisfied with actions taken pursuant to paragraph 31.03(b) of this Agreement, may file a grievance pursuant to this Agreement.

32. PERSONAL HARASSMENT

32.01 Personal Harassment

Employees shall have the right to work free from personal harassment from other employees.

33. APPRENTICES

33.01 Apprentices

The Board and the Union agree to encourage applications for apprenticeship. In the selection process the Board and the Union further agree that established principles of gender equity be given due consideration (by all parties) in light of the currently prevailing work contract.

- (a) All apprentices shall be employed in accordance with the provisions of the British Columbia Apprenticeship Act, and the parties hereto agree to observe all provisions of said Act. All apprentices shall become members of the Union.

Rates of pay shall be:

- 1st six (6) months of indenture -
fifty-five percent (55%) of Maintenance Trades
- 2nd six (6) months of indenture -
sixty percent (60%) of Maintenance Trades
- 3rd six (6) months of indenture -
sixty-five percent (65%) of Maintenance Trades
- 4th six (6) months of indenture -
seventy percent (70%) of Maintenance Trades
- 5th six (6) months of indenture -

seventy-five percent (75%) of Maintenance Trades
6th six (6) months of indenture -
eighty percent (80%) of Maintenance Trades
7th six (6) months of indenture -
eighty-five percent (85%) of Maintenance Trades
8th six (6) months of indenture -
ninety percent (90%) of Maintenance Trades

- (b) All apprentices shall be employed on a temporary appointment, which shall be terminated at the conclusion of the apprenticeship. Employees who have completed an apprenticeship, and wish to apply for a vacant position with the Board, shall be considered in the same manner as any outside applicant.
- (c) While attending an approved vocational school, the apprentice shall receive from the appropriate government authorities allowances and school expenses in accordance with the government's schedule of grants pertaining to apprenticeship training. In addition subject to successful completion of that school segment, the employee shall receive from the Board an allowance comprised of the difference between the employee's regular straight time rate, based on a forty (40) hour week, and the total weekly allowances granted by the appropriate government authorities.

34. GENERAL CONDITIONS

34.01 Tool Allowance

An employee who is required to supply any tools of the trade which exceed five hundred dollars (\$500.00) in total in order to perform the duties assigned shall be accorded a "tool allowance" in the amount of two hundred dollars (\$200.00) per annum. In order to qualify for a tool allowance, employees shall provide a list of tools supplied. The Board shall also supply replacement insurance for tools.

34.02 Unemployment Insurance Rebates

The Board shall remit semi-annually, to the Union, the employees' share of the savings resulting from reduced Unemployment Insurance Premiums of employees covered by this Agreement.

34.03 Footwear

Each employee required by Workers' Compensation Board to wear safety footwear shall receive one hundred dollars (\$100.00) every two calendar years toward the purchase of such footwear upon submission of proof of purchase.

35. TERM OF AGREEMENT

35.01 Term of the Agreement

The parties agree to a forty-eight (48)-month Agreement, from July 1, 2006 to June 30, 2010. Except as otherwise specifically provided in this Collective Agreement, amendments shall be in effect upon the date of signing.

IN WITNESS WHEREOF the Corporate Seal of the Board has been hereunto affixed, attested to by the hands of the proper Officers in that behalf and has been executed by the duly authorized Officers of the Union the day and year first above written.

THE CORPORATE SEAL of the BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 72 (CAMPBELL RIVER) was hereunto affixed by and in presence of:

Chairperson

Secretary-Treasurer

REPRESENTING THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 723:

President

Secretary

RATES OF PAY

Jul 1/06 Jul 1/06 Jul 1/07 Jul 1/07 Jul 1/08 Jul 1/08 Jul 1/09 Jul 1/09
 0.02+ \$.60 0.02+ \$.60 0.02+ \$.60 0.02+ \$.30

SCHEDULE A

| | | | | | | | |
|--------------------|-------|-------|-------|-------|-------|-------|-------------|
| Janitor | 19.36 | | 19.75 | | 20.15 | | 20.55 |
| Custodian III | 19.85 | | 20.25 | | 20.66 | | 21.07 |
| Custodian II | 20.18 | | 20.58 | | 20.99 | | 21.41 |
| Custodian I | 21.02 | | 21.44 | | 21.87 | | 22.31 |
| Maintenance III | 19.36 | | 19.75 | | 20.15 | | 20.55 |
| Maintenance II | 20.49 | | 20.9 | | 21.32 | | 21.75 |
| Maintenance I | 23.65 | | 24.12 | | 24.60 | | 25.09 |
| Maintenance Trades | 25.09 | 25.69 | 26.20 | 26.80 | 27.34 | 27.94 | 28.50 28.80 |
| Bus Driver | 22.58 | | 23.03 | | 23.49 | | 23.96 |
| IT Technician | 25.09 | | 25.59 | | 26.10 | | 26.62 |

SCHEDULE B

| | | | | | | | |
|--------------------------------|-------|--|-------|--|-------|--|-------|
| Student Supervisor | 18.78 | | 19.16 | | 19.54 | | 19.93 |
| School Meal Program | | | | | | | |
| Coordinator | 19.65 | | 20.04 | | 20.44 | | 20.85 |
| Educational Assistant | 21.39 | | 21.82 | | 22.26 | | 22.71 |
| Continuing Education Assistant | 21.39 | | 21.82 | | 22.26 | | 22.71 |
| Braillist | 21.39 | | 21.82 | | 22.26 | | 22.71 |
| Signing Interpreter | 21.39 | | 21.82 | | 22.26 | | 22.71 |
| Multicultural Youth Worker | 21.39 | | 21.82 | | 22.26 | | 22.71 |
| First Nations Youth Worker | 22.58 | | 23.03 | | 23.49 | | 23.96 |
| Child & Youth Worker | 22.58 | | 23.03 | | 23.49 | | 23.96 |
| Intervenor | 21.39 | | 21.82 | | 22.26 | | 22.71 |
| Clerk-typist | 20.49 | | 20.90 | | 21.32 | | 21.75 |
| Education Centre Clerk | 21.39 | | 21.82 | | 22.26 | | 22.71 |
| Library Clerk | 20.49 | | 20.90 | | 21.32 | | 21.75 |
| Elementary Secretary | 21.66 | | 22.09 | | 22.53 | | 22.98 |
| Secretary II | 21.39 | | 21.82 | | 22.26 | | 22.71 |
| Secretary I | 22.58 | | 23.03 | | 23.49 | | 23.96 |
| Accounts Payable/Payroll Clerk | 22.58 | | 23.03 | | 23.49 | | 23.96 |
| Accountant | 25.09 | | 25.59 | | 26.10 | | 26.62 |
| Purchasing Clerk | 23.65 | | 24.12 | | 24.60 | | 25.09 |
| Public Relations/Desktop | | | | | | | |
| Publisher | 22.58 | | 23.03 | | 23.49 | | 23.96 |

LETTER OF UNDERSTANDING

THIS LETTER OF UNDERSTANDING made and entered into this 8th day of May, 2006.
BETWEEN:

**THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO. 72 (CAMPBELL
RIVER)**

(Hereinafter Referred to as the “Board”)

AND:

**THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 723**

(Hereinafter Referred to as the “Union”)

CUSTODIAL SUMMER SHUT-DOWN

- (a) The Board agrees not to have a custodial summer shut-down for July-August during the term of this Agreement.
- (b) The following guidelines shall be implemented effective on ratification of this Agreement.
- (c) By mutual agreement of the Board and Union (a) and (b) above may be continued after the expiry date of this Collective Agreement.

Vacation Guidelines for Custodial Staff

- In accordance with Article 22.11, the Board will provide a vacation list showing each employee’s vacation entitlement.
- Upon receipt of their entitlement, employees will be given two (2) weeks to complete and return their first vacation request.
- Based on the criteria (guidelines) defined, employees successful in their initial application will receive letters of approval. Those whose first request was not approved will be provided an additional two (2) weeks to request alternate suitable dates. In the event second requests cannot be accommodated, opportunity will be given for further requests.
- A total, not to exceed ten percent (10%) of the department’s total vacation entitlement, may be approved while school is in session.

- All other vacation entitlement is expected to be taken while school is NOT in session (i.e. summer break, Christmas break, spring break).
- Not more than a total of approximately four percent (4%) of the custodial staff members at one time (e.g. 2 out of 50) will be authorized vacation or leave of absence while school is in session.
- When two (2) or more people are requesting the same vacation time (under regular scheduling procedures) and they cannot all be approved, seniority shall be the determining factor.
- Vacation or leave of absence requests must be submitted in writing.
- Changes to approved requests or late requests will be considered on a first-come basis (not seniority).

These guidelines are provided to be:

- fair to all employees;
- meet the needs of the District.

The Board recognizes that there will be special incidents where other considerations are required and shall continue to endeavour to accommodate their employees whenever reasonably possible.

**FOR THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 72
(CAMPBELL RIVER)**

Chairperson

Secretary-Treasurer

FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 723

President

Secretary

LETTER OF UNDERSTANDING

THIS LETTER OF UNDERSTANDING made and entered into this 8th day of May, 2006.

BETWEEN:

**THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO. 72 (CAMPBELL
RIVER)**

(Hereinafter Referred to as the “Board”)

AND:

**THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 723**

(Hereinafter Referred to as the “Union”)

JOB SHARE

Job-share opportunities may be approved provided there is no cost to the Board and provided the Board and the Union mutually agree to the terms of the job-share.

For job shares for Educational Assistants, it is agreed that there can only be one job share for any Educational Assistant during a school year.

**FOR THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 72
(CAMPBELL RIVER)**

Chairperson

Secretary-Treasurer

FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 723

President

Secretary

LETTER OF UNDERSTANDING

THIS LETTER OF UNDERSTANDING made and entered into this 8th day of May, 2006.

BETWEEN:

**THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO. 72 (CAMPBELL
RIVER)**

(Hereinafter Referred to as the “Board”)

AND:

**THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 723**

(Hereinafter Referred to as the “Union”)

SUMMER WORK

It has been agreed between the Board and the Union that all ten (10)-month employees will receive notice of lay-off 30 days prior to their last day of work in June. Employees receiving this lay-off notice shall have the right to bump temporary and/or casual employees, but not permanent employees.

Any employee exercising their seniority rights must have the required knowledge, ability and skills to do the job of the person being bumped.

The ten (10)-month employee will assume the status of the bumped employee until completion or termination of the temporary position, or until their regular position resumes. After receiving notice of layoff, employees must decide within a reasonable period of time (approximately ten (10) calendar days), their intentions, in writing, with regard to exercising their seniority rights and their intention to resume their regular position.

**FOR THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 72
(CAMPBELL RIVER)**

Chairperson

Secretary-Treasurer

FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 723

President

Secretary

LETTER OF AGREEMENT

THIS LETTER OF AGREEMENT made and entered into this 8th day of May, 2006.

BETWEEN:

THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 72 (CAMPBELL RIVER)

(hereinafter referred to as the "Board")

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 723

(hereinafter referred to as the "Union")

LETTER OF AGREEMENT EFFECTIVE FEBRUARY 2, 2001

1. Students may, for legitimate educational purposes, be engaged in learning experiences that may include tasks that have been or are being performed by members of the bargaining unit.
2. No employee in the bargaining unit shall be laid off or suffer a reduction in hours of work or in pay as a result of the assignment to students of work which has been traditionally and predominantly performed by members of the bargaining unit.
3. Students shall not replace members of the bargaining unit who have had their hours of work reduced or are on layoff.
4. In the event that there is a dispute concerning the application or interpretation of this Letter of Agreement, either party may refer the dispute to John Kinzie on an expedited basis for a final and binding decision.

FOR THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 72 (CAMPBELL RIVER)

Chairperson

Secretary-Treasurer

FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 723

President

Secretary

LETTER OF UNDERSTANDING

THIS LETTER OF UNDERSTANDING made and entered into this 8th day of May, 2006.

BETWEEN:

**THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO. 72 (CAMPBELL
RIVER)**

(Hereinafter Referred to as the “Board”)

AND:

**THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 723**

(Hereinafter Referred to as the “Union”)

STUDENT HELPER

The Board and the Union agree to work cooperatively during the term of this agreement to provide temporary job opportunities, provided such opportunities do not have an adverse impact on members of the bargaining unit, for post-secondary students on terms to be negotiated and agreed to by the Parties.

**FOR THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 72
(CAMPBELL RIVER)**

Chairperson

Secretary-Treasurer

FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 723

President

Secretary

APPENDIX A

EMPLOYEE VACATION ENTITLEMENT
IN EXCESS OF TEN DAYS

AS OF MAY 31, 2006

| | <u>2005</u> <u>DAYS</u> | <u>2005 TOTAL</u> <u>HOURS</u> | <u>BALANCE</u> <u>REMAINING</u> <u>EXCESS OF 2 WEEKS</u> |
|-------------------------|----------------------------|-----------------------------------|--|
| Andrews, Karen | 1.107 | 7.75 | 7.75 |
| Chan, Sylvia | 5.25 | 42 | 42 |
| Cooper, Gran | .5 | 4 | 4 |
| Davis, Catherine | 13 | 91 | 91 |
| Paling (Kerluck), Betty | 5 | 40 | 40 |
| Kotilla, Stan | 7.062 | 56.5 | 56.5 |
| Martineau, Ray | 10.5 | 84 | 84 |
| McKillican, Donna | 15 | 105 | 99 |
| Pollock, Gary | 6.312 | 50.5 | 13.5 |
| Sader, Dallas | 8.906 | 71.25 | 71.25 |
| Stewart, Charles | 10.125 | 81 | 81 |