

# **COLLECTIVE AGREEMENT**

*Between*

**THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 75 (MISSION)**

*And*

**THE CANADIAN UNION OF  
PUBLIC EMPLOYEES  
LOCAL 593**

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

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This Agreement made and entered into and effective July 1, 2006 to June 30, 2010

**BETWEEN:**

THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT  
NO. 75 (MISSION)

(Hereinafter called the "Board")

PARTY OF THE FIRST PART

**AND:**

THE CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL NO. 593

Chartered by the Canadian Union of Public  
Employees and affiliated with the Canadian  
Labour Congress

(Hereinafter called the "Union")

PARTY OF THE SECOND PART

**PREAMBLE**

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

1. To maintain and improve the harmonious relations and settled conditions of employment between the Board and the Union;
2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services;
3. To encourage efficiency in operation;
4. To promote the morale, well-being and security of all the employees in the bargaining unit of the Union;

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

NOW THEREFORE, THIS AGREEMENT WITNESSETH: That the Parties hereto in consideration of the mutual agreement and covenants hereinafter contained, agree each with the other as follows:

## **ARTICLE 1 - TERM OF AGREEMENT**

- 1:1 This Agreement shall be for the period from and including July 1, 2006 to and including June 30, 2010 and from year to year thereafter subject to the right of either party to the Agreement at any time within four (4) months immediately preceding the date of the expiry of this Agreement (June 30, 2010) or immediately preceding the last day of June in any year thereafter, by written notice, to require the other party to the Agreement to commence collective bargaining.
- 1:2 Should either party give written notice aforesaid, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement (or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted or alter any other term or condition of employment) until:
- (a) The Union shall go on strike or
  - (b) The Board shall lock out its employees, or
  - (c) The Parties shall conclude a renewal or revision of this Agreement or enter into a new Collective Agreement.
- whichever is the earliest.
- 1:3 The parties hereto agree to the exclusion of the operation of Section 50, subsections (2) and (3) of the Labour Relations Code of British Columbia (in accordance with Section 50 (4) thereof).

## **ARTICLE 2 - DEFINITIONS OF EMPLOYEES**

- 2:1 "Employee" shall mean a person who is an "Employee" as defined in the Labour Relations Code of British Columbia.
- 2:2 "Probationary Employee" shall mean a person serving an initial trial period of three (3) calendar months, from date of hire, to determine suitability for employment as a "regular employee".
- 2:3 "Regular Employee" shall mean an employee, who has successfully completed the probationary period and who is employed on a regular full time or part time basis.
- 2:4 "Term Employee" shall mean a regular employee, full and part time, who works the school year only.
- 2:5 "Substitute Employees" shall mean an employee who substitutes for a regular, probationary, or temporary employee on a day to day basis.
- 2:6 "Temporary Employee" shall mean a person employed in a non-continuing capacity.
- (a) Temporary employees are engaged for specific projects or to cover the prolonged absence of a probationary and/or regular employee who is absent in excess of thirty (30) working days. This period of time shall



not exceed twelve (12) months unless such period is extended by mutual consent, in writing, by both parties.

### **ARTICLE 3 - RECOGNITION AND NEGOTIATIONS**

- 3:1 The Board recognizes the Canadian Union of Public Employees, Local No. 593, as the sole and exclusive collective bargaining agency for the employees within School District No. 75 (Mission) except teachers as defined in the School Act and those excluded by the Labour Code of British Columbia and hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties to this Agreement, looking toward a peaceful and amicable settlement of any differences that may arise between them.
- 3:2 Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for purposes of instruction, or in emergencies when regular or term employees are not available.
- 3:3 No employee shall be required or permitted to make any written or verbal agreement with the Board or their representatives which may conflict with the terms of this Collective Agreement.

### **ARTICLE 4 - MANAGEMENT RIGHTS**

- 4:1 Except as otherwise provided in this Agreement the management, supervision and control of the Board's operation and the direction of the working force shall remain the exclusive function of Management provided that such management and direction will not be used for the purpose of discrimination against employees and does not contravene the express provisions of this Agreement.
- 4:2 The questions of whether one of these rights is limited by this Agreement may be decided through the grievance procedure.

### **ARTICLE 5 - UNION SECURITY**

- 5:1 All employees of the Board, within the bargaining unit, as a condition of continuing employment, shall become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. All future employees of the Board, shall, as a condition of continued employment, become and remain members in good standing of the Union.
- 5:2 An authorized Union representative shall be permitted one-half hour at the employee's job site to familiarize the new employee with the Collective Agreement, the Constitution and/or By-Laws of the Union and information relative to the organization and administration of the Union.

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

- 6:1 The Board agrees to the check-off of all Union dues, fees and assessments levied in accordance with the Constitution and/or By-Laws of the Union. The Union agrees to advise the Board of the amounts of such Union dues and/or assessments as may be determined from time to time by the said Union. The Board, upon receipt of such advice from the Union, shall thereupon deduct from the earnings of the employees such dues, fees and assessments and shall forward to the Union the total of such amounts deducted, together with a list of those employees from whom such deductions were made, such deductions to be remitted to the Union Treasurer not later than the fifteenth (15th) day of the following month.

## **ARTICLE 7 - LABOUR MANAGEMENT RELATIONS**

### 7:1 Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Board without proper authorization of the Union. In order that this may be carried out, the Union will supply the Board with the names of its Officers. Similarly, the Board will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

### 7:2 Joint Bargaining Committee

A Bargaining Committee shall be appointed and consist of not more than five (5) members of the Employer, as appointees of the Board, and not more than five (5) members of the Union, as appointees of the Union. The Union will advise the Board of the Union nominees to the Committee.

### 7:3 Function of Joint Bargaining Committee, etc.

All matters of mutual concern pertaining to performance of work, operational problems, rate of pay, hours of work, collective bargaining, and other working conditions, etc., shall be referred to the Joint Bargaining Committee for discussion and settlement.

### 7:4 Representative of Canadian Union

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Board.

### 7:5 Meeting of Committee

In the event either Party wishes to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than six (6) calendar days after the request has been given.

7:6 Labour/Management Committee

On the request of either party, the parties must meet at least once every two months for the purpose of discussing issues relating to the work place that affect the parties, or any employee, bound by this agreement.

7:7 Time Off For Meeting

Any representative of the Union on the Joint Bargaining Committee, or Labour/Management Committee, who is in the employ of the Board, shall have the privilege of attending committee meetings held within working hours without loss of remuneration.

7:8 Information Exchange

- (a) The Board and the Union agree to provide each other with all necessary information for the purpose of Collective Bargaining and grievance investigations subject to the Freedom of Information and Protection of Privacy Act.
- (b) All requests for factual information pertaining to grievances should be made in writing by the Union to the Secretary-Treasurer.

**ARTICLE 8 - GRIEVANCE PROCEDURE AND ARBITRATION**

8:1 Should any difference arise between the persons bound by this Agreement concerning its interpretation, application, operation, or any alleged violation thereof, including any question governing the dismissal or suspension of any employee bound by the Agreement, and including any question as to whether any matter is arbitrable, there shall be no stoppage of work on account of such difference and an earnest effort shall be made to settle the difference in the following manner:

8:2 Grievance

(a) **Step 1**

In the first instance the aggrieved person or the job steward, or the Union, shall take up the difference or the grievance with the Department Head concerned. If the grievance is not settled within two days then,

(b) **Step 2**

Within five (5) additional working days of the difference or grievance arising, the grievance shall be submitted in writing and presented to the Director of Human Resources or his designate; it being understood, however, that a grievance may be filed by the job steward or the Union within five (5) working days of their becoming aware of the difference or grievance but in any event not later than four (4) months after the difference or grievance arose in the first instance. If the difference or grievance is not settled by the Director of Human Resources or designate within five (5) working days then,

(c) **Step 3**

The grievance shall be discussed between a Grievance Committee of the Board, the aggrieved employee(s) and Grievance Committee of the Union. The Grievance Committee of the Board and the Union shall meet to discuss the grievance within ten working days and the Grievance Committee of the Board shall advise the union of its decision within five working days following the meeting.

If the Union is not satisfied with the decision it may refer the matter to Arbitration within ten working days of receipt of the decision.

8:3 **Arbitration**

- (a) A Board of Arbitration shall be formed to hear the grievance. Either party shall notify the other, in writing, of the question(s) to be arbitrated and the name and address of its chosen representative on the Arbitration Board. After receiving such notice and statement, the other party shall within five (5) days appoint its representative on the Arbitration Board and give notice in writing of such appointment to the other party. Such representatives shall endeavour to select a third member who shall be Chairman. Should the representatives fail to select such third member within five (5) days from the appointment of the last representative, either party may request the Minister of Labour of the Province of British Columbia to appoint a Chairman
- (b) The expenses and compensation of the representatives selected by the parties shall be borne by the respective parties. The expenses and compensation of the Chairman shall be shared equally between the parties.
- (c) Within fourteen (14) days following the establishment of the Board of Arbitration, it shall report its decision on the grievance. The majority decision of the Board of Arbitration shall be final and binding on all persons bound by this Agreement.
- (d) In the event the Board of Arbitration finds that an employee has been dismissed or suspended for other than proper cause, the Board of Arbitration may direct the Board to reinstate the employee and pay to the employee a sum equal to wages or salary lost by reason of such suspension or discharge, or such lesser sum as in the opinion of the Board of Arbitration is fair and reasonable, or make such other order as it considers fair and reasonable, having regard to the terms of the Collective Agreement between the parties.
- (e) Wherever a stipulated time is mentioned in 8:3 (a) and (c) herein, the said time may be extended by mutual consent of the parties confirmed in writing.
- (f) The parties may agree to the use of a sole arbitrator instead of a Board of Arbitration.

8:4 Witnesses

The employer agrees that any written statement that could be detrimental to the employees or Union, against any employee or the Union, submitted by another member of the Union shall not be used in grievances or arbitration.

8:5 Adverse Report

- (a) The employer shall notify an employee in writing of any expression of dissatisfaction concerning the employee's work within ten (10) working days of the event of the complaint and a copy of this notice shall be sent to the Union. The notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of the employee's record for use against that employee in regards to discharge, discipline, promotion, demotion, or other related matters. This article shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the employer, whether or not it relates to the employee's work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of their record.
- (b) The record of an employee shall not be used against that employee at any time after eighteen (18) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.
- (c) Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered an admission that such discipline was justified.

**ARTICLE 9 - SENIORITY**

9:1 Seniority Defined

Seniority is defined as the length of service in the bargaining unit and shall be used in determining preference or priority for promotions, transfers, layoffs and recall. Seniority shall operate on a bargaining-unit-wide basis.

9:2 Seniority List

An up to date seniority list shall be sent to the Union and to the Shop Steward of each Department on or before February 15 and again on October 15th annually.

The Board shall maintain a seniority list in 2 parts:

- (a) Showing the date on which each employee's service commenced as a probationary employee,
- (b) Showing the date for the calculation of applicable benefits. The time worked as a substitute or temporary employee in the twelve month period prior to a probationary appointment, shall be converted to full

time equivalent to determine a "benefit" date. This conversion to full time equivalent is done on the date of probationary appointment.

- (c) Benefits as specified in this clause are:
  - i) Sick leave to be calculated on a pro rata basis
  - ii) Annual vacation calculated retroactively to the date of seniority
  - iii) Seniority - part day is considered to be equivalent to a full day for the purpose of seniority.

9:3 Probationary Employees

Newly hired employees except substitute and temporary shall be considered on a probationary basis for a period of three (3) calendar months from date of hiring. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement. The employment of such employees may be terminated at any time during the probationary period. After completion of the probationary period, seniority shall be effective from the benefit date as defined in 9:2 (b) herein.

9:4 Substitute Employees

- (a) Substitute and temporary employees shall not accumulate seniority (except as noted below) and shall not be entitled to special consideration by right of seniority, in the making of appointments, but shall be given first consideration in the making of appointments as a result of a posted vacancy. Term employees, at their option, shall be placed on the substitute list during the non-teaching periods.
- (b) Substitute and temporary employees shall be placed on the seniority list when they have completed ninety (90) working days, including paid statutory holidays, in the preceding twelve (12) months. The date of commencing work for seniority purposes shall be eighteen (18) weeks, prior to the day on which the employee became eligible for inclusion on the seniority list. This article will not operate retroactively. When a substitute or temporary employee attains a permanent position, seniority shall be governed by Article 9:2 (a) (b) and (c).

9:5 Loss of Seniority

An employee shall not lose seniority rights if absent from work because of sickness, accident, layoff or leave of absence approved by the Board. An employee shall only lose seniority in the event:

- (a) The employee is discharged for proper cause and is not reinstated
- (b) The employee resigns in writing
- (c) The employee is absent from work in excess of five (5) working days without sufficient cause or without notifying the Board, unless such notice was not reasonably possible.
- (d) The employee is unsuccessful in obtaining a posting under the provisions of Article 10 within two (2) years after being laid off.

- (e) The employee elects to receive severance pay under paragraph 9:6 of this Article.

9:6 Severance Pay

A regular employee who has six (6) months or more seniority and who is laid off pursuant to Article 11, except for proper cause, may elect to receive severance pay at any time before seniority is lost.

Severance pay shall be calculated at the rate of 2 1/2 percent of one year's wages for each six (6) months of service to a maximum of two (2) year's wages. Wages on which severance pay is calculated shall be based on the hourly wage rate payable at the time of layoff times the number of hours the employee would normally work in a year.

## **ARTICLE 10 - PROMOTIONS AND STAFF CHANGES**

10:1 Job Postings

- (a) When a vacancy occurs or a new position is created, or an existing part time position increases to six (6) hours or more per day, either inside or outside the bargaining unit, the Board shall notify the Union in writing, post notice of the position in the Board's offices, shops and on all bulletin boards for a minimum of ten (10) calendar days.
- (b) When school is not in session during summer, spring and Christmas breaks, copies of postings will be sent to the Union and be posted in the School District office. Listings of postings shall be available through telephone recording at the Board Office during these break periods.
- (c) It is agreed between the parties that, should the necessity arise, the vacancy or new position may be filled on a temporary basis for a period not exceeding twenty (20) working days while filling the vacancy; however, due to unusual circumstances, this period may be extended by mutual consent.
- (d) All temporary positions in excess of thirty (30) working days shall be posted in accordance with this article. Such positions may be filled by either a temporary, part-time or regular employee. At the end of the term of such posting, the part-time or regular employee shall return to their previous position without loss of seniority or benefits.

10:2 Information in Postings

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, location, wage or salary rate or range and hours of work per week. These qualifications may not be established in an arbitrary manner.

10:3 Outside Advertising

Outside advertising may occur concurrently with internal posting. However, present employees will have first opportunity to fill vacant positions before outside applicants are considered.

10:4 Recognition of Seniority

Both parties recognize:

- (a) The principle of promotion within the service of the Board
- (b) That job opportunity should increase in proportion to length of service.

10:5 Method of Making Appointments

In making promotions and transfers, the required knowledge, ability, and skills for the position shall be the primary consideration, and where two or more employees are capable of fulfilling the duties of the position, seniority shall be the determining factor. Where two or more employees commence work on the same day (equal seniority), preference shall be in accordance with the date of application for employment. The employees shall retain the right of appeal under the grievance procedure contained in this Agreement.

10:6 Trial Period

The successful applicant shall be placed on trial for a period of three (3) calendar months. Conditional on satisfactory service, such trial promotion shall become permanent after the period of three (3) calendar months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds themselves unable to perform the duties of the new job classification, the employee shall be returned to their former position without loss of seniority and wage or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority and wage or salary.

10:7 Education Assistants

- (a) Job postings shall be awarded pursuant to Article 10 of the Collective Agreement.
- (b) During the course of the school year, an Education Assistant may post to another position. If it would be detrimental to the continuity of the provision of the educational program for the special needs student for the Education Assistant to move to the other position immediately, the Education Assistant shall continue in the current work assignment. The Education Assistant shall be assigned to the posted position as soon as possible. In the interim period the Education Assistant shall be compensated based on the wage rate, hours of work and benefits associated with the posted position.



- (c) If a student with special needs transfers to another school during the course of the school year, the Education Assistant working with the student may be reassigned to the other school without posting if it is necessary in order to maintain the continuity of the provision of the educational program for the special needs student. If the Education Assistant considers the transfer to be an undue hardship, the Employer and the Union shall meet to implement alternative arrangements.

At the end of the school year the affected Education Assistant shall be laid off pursuant to Article 11.

- (d) If an Education Assistant is laid off during a school year, the Education Assistant shall exercise bumping rights in the following order:

(i) The Education Assistant may bump pursuant to the terms of the Collective Agreement if the continuity of the provision of the educational program for the special needs student is not a concern.

(ii) The Education Assistant will be classified as a Spare Board employee for the remainder of that school year. As a Spare Board employee, the Education Assistant will continue to accrue seniority and will be assigned the same number of hours of work (as a first callout for casual work) that the employee was entitled to prior to layoff.

- (e) For purposes of this Article, decisions with respect to the continuity of the provision of the educational program shall be based on the recommendations of the Care Team. When Care Team meetings involve continuity issues, the Education Assistant shall be invited to attend the meeting. If the Education Assistant attends the meeting the Education Assistant shall be paid.

## **ARTICLE 11 - LAYOFFS AND RECALLS**

### 11:1 Definition of Layoff

A layoff shall be defined as a reduction in the workforce or a reduction in the normal hours of work of twenty percent (20%).

The incumbent employee has the option to:

- (a) accept the reduction and remain in the position, or
- (b) to exercise their seniority rights as per Article 11:2 - Layoff and Recall Procedures.

In instances where the reduction of hours is less than 20% the Board agrees to inform the Union in writing.

11:2 Layoff and Recall Procedure

- (a) Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority.
- (b) Bumping will be permitted on layoff. An employee about to be laid off may bump any employee with less seniority provided that employee is qualified to do the work. The parties will meet and make every effort to resolve such layoffs to their mutual satisfaction. Any bumping contained in this Article must be exercised within ten (10) working days of receiving notice.
- (c) Employees on lay off shall be notified of vacancies by the employer by mail and shall be entitled to apply for such vacancies pursuant to Article 10 (Job Postings). It shall be the responsibility of the employee to keep the Board informed of their current address.

11:3 No New Employees

No new employees will be hired until those laid off have been given an opportunity of re-employment.

11:4 Notice of Layoff

The employer shall notify, in writing, regular employees with less than five (5) years of continuous service ten (10) working days prior to the day layoff is to be effective. An employee with five (5) or more years of service shall receive twenty (20) working days notice prior to the date layoff is to be effective. If the employee laid off has not had the opportunity to work ten (10) or twenty (20) full days after receipt of notice of layoff, he/she shall be paid in lieu of work for that part of ten (10) or twenty (20) days during which work was not made available.

Normal school closures (summer, Christmas, spring break) shall not be used for any period of layoff notice for term employees.

11:5 No Notice of Layoff

The provision of paragraph 11:4 shall not apply to:

- (a) Grounds employees working eight (8) month terms or term employees, expected to report back for work at the start of the school year, or prior, when laid off at the end of the school year;
- (b) Temporary suspension of work due to inclement weather.

**ARTICLE 12 - HOURS OF WORK**

- 12:1 The regular work week for employees other than those listed below shall not exceed eight (8) consecutive hours per day, exclusive of meal time, or forty (40) hours per week, Monday to Friday inclusive.
- 12:2 The regular work week for assistants and clerical staff shall not exceed seven (7) consecutive hours per day, exclusive of meal time, or thirty-five (35) hours per week, Monday to Friday inclusive.
- 12:3 All time worked in excess of eight (8) hours in any one day or in excess of forty (40) hours in any one week shall be paid at time and one-half (1 1/2T) the regular hourly rate for the first two (2) hours and double the regular hourly rate thereafter. All time worked on the first and second rest days shall be paid at double the regular hourly rate.
- 12:4 All time worked in excess of seven (7) hours in any one day for assistants and clerical staff or in excess of thirty-five (35) hours in any one week shall be paid at time and one-half (1 1/2T) the regular hourly rate for the first two (2) hours and double the regular hourly rate thereafter. All time worked on the first and second rest days shall be paid at double the regular hourly rate.
- 12:5 All time worked in excess of nine (9) hours in any one day for Youth Care Workers or in excess of thirty-five (35) hours in any one week shall be paid at time and one-half (1 1/2T) the regular hourly rate for the first two (2) hours and double the regular hourly rate thereafter. All time worked on the first and second rest days shall be paid at double the regular hourly rate.
- 12:6 In the event that a Youth Care Worker is required to participate in an overnight activity, that employee shall be entitled to one (1) day off with pay for each overnight worked. It is expected that that time will be taken off when students are not in session.
- 12:7 An employee shall be given the choice of cash payment or time off for overtime.
- 12:8 Banked Overtime  
The Board and the Union agree that employees shall be permitted to accumulate overtime to a maximum of four (4) weeks in lieu of cash payment, such leave to be equal to the appropriate cash payment.  
Employees must advise the Board whether they wish to bank overtime in accordance with this clause, otherwise overtime will automatically be paid. Such notice in writing shall accompany the employee's timesheet.  
Such leave shall be taken at a time selected by the employee and the employer.  
Banked overtime shall be based upon that employee's regular work week (i.e. a four (4) hour per day employee can bank 80 hours).
- 12:9 Education Assistants shall be paid for all hours required to work beyond their assigned hours for the purpose of consultation or other tasks as approved by the school's Administrative Officer.

All employees shall work on all non-instructional days. However, Education Assistants shall attend and be paid for a minimum of five (5) of the non-instructional days per school year.

- 12:10 Overtime work shall be divided equally among the employees in the unit who are willing and capable to perform the work that is available. Each department shall maintain an internal record of all overtime assigned and such record shall be made available to the union upon request and with reasonable notice.
- 12:11 Prior authorization in writing must be obtained from the Department Head concerned, for employees to be paid for time worked in excess of the regular number of hours for the position.
- 12:12 Employees working a regular shift where the major portion of the employee's shift, other than bus drivers, occurs after fifteen hundred (1500) hours, shall be paid for eight hours, inclusive of a ½ hour meal time.
- 12:13 Where the major portion of an employee's shift, other than bus drivers, occurs after fifteen hundred (1500) hours, employees shall be paid a shift differential of three (3%) of their hourly rate per hour for the entire shift worked.
- 12:14 Four Hour Minimum Work Day
- (a) The Employer is committed to providing a minimum of 4 hours of work for a probationary, regular or term employee reporting for work and for a temporary employee reporting for work who has posted into the position.
  - (b) Exemptions from the four hour minimum:
    - (i) supervision assistants/noon hour supervisors
    - (ii) small schools with fewer than 75 students in which case a 2 hour minimum will apply
    - (iii) other positions by mutual agreement.
  - (c) The four hours shall be consecutive but may exclude a meal period up to one hour or a shorter period as defined elsewhere in the collective agreement.
  - (d) Bus drivers are exempt from the requirement for consecutive hours
  - (e) Where posting of additional hours is required, additional hours of less than four hours may be posted as "additional hours" and are available to employees who are able to accept the hours, in addition to their current assignment. Where posting of additional hours is not required, additional hours shall be assigned as per the collective agreement.
- 12:15 Where an employee reports for a shift and no work is available, such employee shall be paid for a minimum of two (2) hours; and in the event the employee commences work, a minimum of four (4) hours shall be paid.
- 12:16 A call-out shall mean a request by the Board to an employee to work anytime outside such employee's regularly scheduled working hours and

shall receive a minimum of four (4) hours pay at the prevailing overtime rates.

- 12:17 All employees shall be permitted a rest period of fifteen (15) consecutive minutes, both in the first (1st) and the second (2nd) half of a normal work day or shift providing the first or second half of a normal working day or shift is a minimum of two and one half (2 1/2) hours.
- 12:18 Seniority shall determine shift preference, subject only to ability to perform the job required.
- 12:19 Seven (7) days notice shall be given before change of shift. Failure to provide at least fifteen (15) hours rest between shifts which are being changed shall result in payment of overtime at established rates for any hours worked during such normal rest period. It is recognized that incumbent employees may work more than one job within the district therefore, the employer, where possible, will take this into account when initiating a change in shifts.

12:20 Inclement Weather

When, owing to inclement weather, school buses are cancelled, schools shall be closed and employees shall be allowed leave of absence with full pay.

The Board will identify employees from the Facilities Department who are critical to the maintenance and preparation of schools for reopening. These individuals shall report to work, will be paid for the day's wages plus overtime if applicable, and will receive time off in lieu for the time worked.

**ARTICLE 13 - GENERAL HOLIDAYS**

- 13:1 All employees except as provided herein shall have the following General Holidays off with pay at the employee's regular rate of pay:

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

and any other day proclaimed by the Federal and Provincial Governments. Special Holidays proclaimed by the Public School Act.

For the purpose of this section, all substitute, temporary and probationary employees shall have worked for the Board at least fifteen (15) working days in the thirty (30) calendar day period immediately prior to the General Holiday. Term employees shall not be entitled to British Columbia Day off with pay unless the annual vacation is scheduled and taken continuously from the last school day in June to British Columbia Day.

- 13:2 When any of the above noted holidays falls on a Saturday or Sunday and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be holidays for the purpose of this Agreement unless school is in session. If school is in session, another day mutually agreeable to both parties shall be given in lieu of the Statutory Holiday.
- 13:3 Employees who are not required to work on the above holidays shall receive holiday pay equal to one (1) normal day's pay. Employees who are required to work shall be paid double time in addition to the hours worked.
- 13:4 When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Board.
- 13:5 If an employee is required to work on the day given in lieu of a Statutory Holiday, the employee shall be paid in accordance with Clause 13:3 above.
- 13:6 Regular part time employees shall be paid for Statutory Holidays on the following basis:
- (a) Where an employee works five (5) days per week, payment shall be received for the Statutory Holiday as though the employee had worked the normal scheduled hours on that day.
  - (b) All other employees working less than five (5) days per week shall receive payment for the Statutory Holiday based on the daily average of their total weekly hours.
- 13:7 Christmas Eve Day
- Employees working on Christmas Eve Day shall work half of their regularly scheduled shift and be paid at their full rate of pay for that day. It is recognized that employees who regularly work afternoon shift on Christmas Eve Day shall work day shift that day only. An employee who normally works seven and one half (7 1/2) hours on afternoon shift shall work four (4) hours Christmas Eve Day and be paid for eight (8) hours.

## **ARTICLE 14 - ANNUAL VACATIONS**

All employees covered by this Agreement shall receive an annual vacation with pay, on the following basis:

- 14:1 For the purpose of this section "calendar year" shall mean the period July 1 to June 30 inclusive. The length of an employee's annual vacation in any year shall be based on the employee's completed calendar years to June 30, irrespective of whether the vacation is taken before or after that date.
- 14:2 Employees with less than one (1) calendar year of service, shall accumulate one (1) working day for each completed month of employment or major fraction thereof, to a maximum of ten (10) working days. Employees shall receive an annual vacation equivalent to the accumulated working days at

the employee's regular rate of pay or four percent (4%) of the employee's annual gross earnings, whichever is greater.

Employees who have been continuously employed for less than a twelve (12) month period, but are on the payroll at July 1st, shall be considered to have completed their first calendar year of service.

- 14:3 Employees shall receive annual vacation at regular rates of pay or the percentage of gross earnings, whichever is the greater, as shown in the following table:

Complete Years of Service	<u>Vacation Pay is Greater of</u>	
	No. of Days in Annual Vacation	Percentage of Gross Earnings During Preceding Calendar Year
1	10	4
2 to 5	15	6
6 to 13	20	8
14 to 17	25	10
18	26	10.4
19	27	10.8
20	28	11.2
21	29	11.6
22 and over	30	12

- 14:4 On or before April 1st of each calendar year, employees shall submit their requests for annual vacations and on or before April 30th of each calendar year, the Board shall approve the scheduling of annual vacations for employees. Where an employee has made arrangements for annual vacation which has been approved by the Board and subsequently such employee is required by the Board, due to emergent conditions to change such vacation period, then the employee shall be granted one (1) additional week of vacation pay in addition to their regular entitlement.
- 14:5 When a General Holiday falls or is observed during an employee's annual vacation period, the employee shall be granted an additional day's vacation for each General Holiday in addition to the regular vacation time.
- 14:6 An employee shall be entitled to receive vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Board.
- 14:7 Employee's pay for the annual vacation to which the employee is entitled shall be paid in one payment to the employee at least one (1) day before the beginning of the employee's annual vacation.

Where an employee has mutually agreed with the Department Head to take his annual vacation entitlement in one unbroken vacation period or any combination of five (5) consecutive working days, payment for the

employee's annual vacation shall be in accordance with the foregoing section.

- 14:8 Where an employee commences annual vacation and becomes incapacitated either through illness or injury, the period of incapacity, provided that it extends for three (3) consecutive days or more, will be deemed to be sick leave rather than vacation, always provided that a medical certificate is produced certifying that the employee was, in fact, incapacitated for the period claimed. The vacation period during which the employee was incapacitated shall be taken later, on dates to be mutually agreed upon by the employee and the Department Head.
- 14:9
- (a) Term employees may take the Christmas and Spring breaks as part of their annual vacation. Balance due may be applied for as per Section 14:4. Should any employee terminate prior to "earning" such vacation days, the employer shall have the right to recover any overpayment.
  - (b) Accrued vacation pay balances for term employees will be paid out as part of the last pay period in May of each year.
- 14:10 Vacation pay for employees who change the number of hours of work during the course of the year shall be calculated on a pro-rated basis to the nearest month.

## **ARTICLE 15 - SICK LEAVE PROVISIONS**

- 15:1 Sick leave will be accumulated at the rate of one and one-half (1 1/2) days per month or eighteen (18) days per year. Each year the unused sick leave days will accumulate and be recorded in January. An employee may use up to a maximum of one hundred and fifty (150) accumulated sick leave days in any one year.
- 15:2 Sick Leave Defined
- Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, exposed to contagious disease, or because of an accident for which compensation is not payable under the Workers' Compensation Act.
- 15:3 Sick Leave During Leave of Absence
- When an employee is given leave of absence without pay for any reason, or is laid off due to lack of work, the employee shall not receive sick leave credit for the period of such absence, but shall retain their cumulative credit.
- 15:4 Extension of Sick Leave
- An employee with more than one (1) year of service who has exhausted their sick leave credits shall be allowed to anticipate extension of their sick leave to a maximum of eighteen (18) working days. This sick leave extension shall be repaid by the employee upon return to duty through their



normal monthly accumulation or in the event of separation, any overpayment of wages under this section may be recovered by the Board.

15:5 Deduction From Sick Leave

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave as defined. Absence on account of illness for less than half a day shall not be deducted. Absence for half a day or more, and less than a full day, shall be deducted as one-half (1/2) day.

15:6 Proof of Illness

An employee may be required to produce a certificate from a qualified medical practitioner for any illness, certifying that such employee is unable to carry out their duties due to illness, or non-compensable accident. If an employee is unable to obtain a certificate due to not being under a Doctor's care for a period of five (5) days, the employee shall not be disciplined for lack of a certificate. The cost (if any) of a medical certificate shall be borne by the Board. The Board reserves the right to ask the employee to submit to an examination by a qualified medical practitioner selected by the Board.

15:7 Sick Leave Records

A record of all unused sick leave will be kept by the Board. Immediately after the close of each calendar year, each employee shall be advised of the amount of sick leave accrued to their credit.

15:8 Family Illness

In the case of illness in the family of an employee, and when no other person at the employee's home can provide for the needs of the ill person who is living in the home, the employee, after informing their supervisor, shall be entitled to use up to a maximum of five (5) days sick leave in any one calendar year.

15:9 Medical Appointments

Where necessary and subject to the approval of an employee's direct supervisor, leave may be granted to employees to attend medical related appointments. Request for such leave shall be made no later than one day prior to the appointment, if possible, and such leave will result in sick leave deduction of the actual time absent calculated in fifteen (15) minute segments. Approval for this leave shall not be unreasonably denied. Employees who take less than one half (1/2) day appointment may, where mutually agreeable, work time in lieu within the same or following pay period.

## **ARTICLE 16 - LEAVE OF ABSENCE**

16:1 For Union Business

- (a) The Board agrees that where permission has been granted to representatives of the Union to leave their employment temporarily in

order to carry on negotiations with the Board, or with respect to a grievance, they shall suffer no loss of pay for time so spent.

- (b) It is agreed that official representatives of the Union be granted leave of absence without pay, to attend Union Conventions or perform any other function on behalf of the Union and its affiliation, provided not more than five (5) Union representatives shall be away at any one time. Such leave of absence shall not affect the employee's seniority and/or benefits contained in this Agreement. The employer shall continue to pay such employee's wage and benefits and the Union shall reimburse the employer for the equivalent amount of money.
- (c) It is agreed that any employee who is elected or selected for a full time position with the Union or any body with which the Union is affiliated, shall be granted leave of absence without pay and without loss of seniority by the Board for a period up to two (2) years and shall be renewed thereafter on request during the employee's term of office.

#### 16:2 Compassionate Leave

- (a) An employee shall be granted a minimum of five (5) regularly scheduled work days leave without loss of pay or benefits, plus reasonable traveling time not to exceed seven (7) days, in the case of death or terminal illness of the employee's spouse, parent, brother, sister, child or step-child, mother-in-law, father-in-law, grandparents, grandchildren, son(s)-in-law, daughter(s)-in-law.
- (b) In recognition of the fact that circumstances which call for bereavement leave are based upon individual circumstances, the Board, on request, may grant additional bereavement leave. The Board will consider requests for additional time and leave for persons not included under the terms of this article. Such requests shall not be unreasonably denied.

#### 16:3 Mourner's Leave

An employee shall be granted one-half (1/2) up to one (1) day's leave of absence with pay to attend a funeral, provided such employee has the consent of their Department Head.

#### 16:4 General Leave

- (a) The Board may grant leave of absence with or without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Board. Such approval shall not be withheld unjustly.
- (b) An employee on general leave of absence in excess of two (2) months who wishes to return to work at an earlier date than previously approved by the Board, shall be required to give one month's notice in writing. An employee on general leave of absence for two months or less, who wishes to return to work at an earlier date than previously approved by the Board shall be required to give two (2) weeks notice in writing.

- (c) During the employee's absence, the Board will continue all benefit coverage if the employee requests in writing such a continuation of coverage and pays the full premium, save and except that employees shall not be eligible to continue Municipal Superannuation pension benefits during the period of leave.
- (d) Upon return from general leave, the employee shall be placed in their former position. If the former position no longer exists, the employee shall be placed in a position consistent with the provisions of Article 11 (Layoff and Recall).
- (e) Temporary positions to fill vacancies as a result of employees on general leaves of absence, if they are to be filled, shall be posted.
- (f) An employee on general leave shall continue to accrue seniority to a maximum of one year and thereafter seniority to be retained only.

16:5 Jury or Court Witness Duty

The Board shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court. The Board shall pay such an employee the difference between their normal earnings and the payment received for jury service or court witness, excluding payment for traveling, meals, or other expenses. The employee will present proof of service and the amount of pay received.

16:6 Emergency Services

The Board shall grant leave of absence to a maximum of one (1) day per incident with pay to those employees who provide emergency services to the community at large, specifically Volunteer Firefighters and Search and Rescue. The employer may grant additional days with pay on a need basis. Such days shall not be unreasonably withheld. The Board shall pay such an employee the difference between their normal earnings and the payment received for such emergency services, except for expenses. The employee will present proof of service and the amount of pay received.

16:7 Service Requirements for Pregnancy and Parental Leave

- (a) The employer shall not deny a pregnant employee the right to continue employment during the period of pregnancy, provided that regular duties can be carried out.
- (b) All terms and conditions of the Employment Standards Act, Pregnancy and Parental Leave, shall apply.
- (c) An employee who has completed the probationary period may be entitled to extended parental leave, without pay, from the date of separation from employment, but not for more than a maximum period of two (2) years from the date of commencement of their leave of absence.

16:8 Adoption Leave

- (a) Where an employee seeks leave due to legal adoption, the parental leave provisions of the Employment Standards Act shall apply.

- (b) Paid leave up to two (2) days shall be granted to either parent, or both if both are employees of the Board, for adoption interviews and traveling time. In special circumstances this leave may be extended upon request to the Director of Human Resources.

16:9 Benefits of Pregnancy/Parental/Adoption Leave

- (a) An employee on pregnancy/parental/adoption leave shall be entitled to continued benefits coverage while the employee is taking a leave for a period as stipulated in the Employment Standards Act, save and except that employees on either parental or adoption leave shall not be eligible to continue pension benefits during the period of leave. An employee who is granted an additional leave of absence, pursuant to 16:7 (c); coverage of benefits shall continue if the employee requests such continuation of benefits coverage and pays the full premium.
- (b) The employee shall prepay their share of benefits at the beginning of each month during the period of leave.
- (c) An employee on pregnancy/parental/adoption leave shall continue to accrue seniority.

16:10 Procedure Upon Returning From Pregnancy/Parental/Adoption Leave

When an employee decides to return to work after pregnancy/parental/adoption leave, the employee shall provide the employer with at least two (2) weeks notice. On return from pregnancy/parental/adoption leave the employee shall be placed in their former position if possible. If the former position no longer exists, the employee shall be placed in a position consistent with the provisions of Article 11 (Layoff and Recall).

16:11 Paternity Leave

An employee may have two (2) days off with pay for the actual day of birth or adoption.

16:12 Special Leave

Employees shall be granted leave of absence with pay for the day on which the employee attends the official proceedings for their Canadian Citizenship.

**ARTICLE 17 - PAYMENT OF WAGES AND ALLOWANCES**

17:1 Pay Days

The Board shall pay salaries bi-weekly in accordance with the salary and wage schedules attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of their wages and deductions. Employees shall be notified when and why timesheets are altered.

17:2 Equal Pay for Equal Work

The principle of equal pay for equal work shall apply, regardless of sex.

17:3 Part Time Employees

Regular part-time employees shall receive the wage rates, conditions of employment, and perquisites specified in this Agreement on a pro-rata basis according to their hours of work.

17:4 Pay During Temporary Transfers

When an employee with the prior approval of the Department Head, temporarily substitutes in, or performs the principal duties of a higher paying hourly position, the employee shall receive the rate for the higher paying job immediately upon assuming that new position. It is understood that temporary transfers under this article shall be for a minimum of one (1) day. When an employee is assigned to a position paying a lower rate, such employee shall incur no reduction in pay.

Employees temporarily assigned to positions outside the scope of this Collective Agreement shall be paid, from the first day in the temporary assigned position, ten percent (10%) above the assigned employee's regular classification rate. In each assignment the employee shall be notified in writing in advance of the temporary assignment.

17:5 First Aid Attendant

(a) The Board will pay to the designated and qualified First Aid Attendant an hourly premium as follows:

Level I	\$ .50
Level II	\$ .65
Level III	\$ .85

The Board shall determine the level of qualification required in accordance with W.C.B. Occupational First Aid Regulations – Schedule I.

No present incumbent shall incur a premium reduction.

- (b) Eligible employees for this designation will be limited to staff employed at the school in question whose shift coincides with the hours school is in session.
- (c) The Industrial First Aid position will be posted as a separate item and will not be attached to the position the incumbent holds.
- (d) Selection criteria for the position in order of priority would be based upon:
- Certification
  - Seniority
  - Commitment to the earliest possible certification

- (e) In the event that an employee should not obtain the certificate at the conclusion of the course, the Board reserves the right to re-post the position and exclude that employee from the competition.

17:6 Overtime Meal Allowance

Employees required to work in excess of two (2) hours overtime in any day or shift shall be paid an additional one-half (1/2) hour's pay in lieu of meal allowance.

17:7 Educational Allowances

- (a) The Board shall pay the full cost of any course of instruction required by the Board for employees to better qualify themselves to perform their job.
- (b) Employees required to attend on a non-instructional day shall receive pay for the time in attendance at the workshop at their posted to hours, or on a straight time basis up to a maximum of eight (8) hours per day, whichever is greater.
- (c) If an employee without the required Occupational First Aid certification is selected for the First Aid Attendant position or an employee requires a refresher course, the Board will pay for personal time spent to attend the required course.

The Board will provide one day off with pay to study for the examination.

The Board will pay any course registration fees required to acquire or maintain the appropriate Occupational First Aid certification.

17:8 Car Allowance

- (a) A car allowance shall be paid to employees using their private automobile in the course of performing their duties, where requested to do so by the Supervisor and approved by the Board, as follows:
  - \$ 0.41 per kilometer or the rate established by Board Policy, whichever is greater. The rate established by Board Policy shall be effective the date of approval of the policy.
- (b) Mileage reimbursement at the above rates will be paid for travel to and from required courses.
- (c) All employees who are required to work in more than one school or other location during a working day shall be allowed reasonable travel time in addition to the above car allowance when using their private automobile in performing their duties.
- (d) The additional cost of business car insurance to employees using their car for the Board's business shall be paid by the employer under the following circumstances:

- i) Employees who are required to use their vehicles on Board business more than six (6) days per calendar month.
  - ii) Employees by reason of being scheduled at more than one work location in a work day.
- (e) An employee who is authorized to use their own vehicle for Board business shall be paid by the Board the amount of any Driver Accident Premium which may be assessed as a result of any accident during such use provided that the employee is not more than 50% to blame for the accident.
- (f) When an employee's vehicle is damaged while on board business, the Board of School Trustees will reimburse the employee up to the deductible amount stipulated in the employee's ICBC comprehensive option, to a maximum of three hundred (300) dollars or the deductible established by Board Policy, whichever is greater. Such reimbursement will be made upon presentation to the Board of an insurance invoice from ICBC.

17:9 Uniform and Clothing Allowances

Employees hired on a regular basis as:

- (a) Maintenance and Grounds - rain gear as required
- (b) Mechanics - 3 pairs of coveralls per week (rental and laundry service provided by employer)
- (c) Painters and/or welders shall be provided with one pair of coveralls per year.
- (d) Other Maintenance and Engineering personnel shall be provided with one (1) pair of coveralls per year as required
- (e) Education Assistants - Protective smocks, aprons, aqua shoes, and gloves will be provided as required and funds to be provided for swimsuits not to exceed \$40.00 per year as required.
- (f) Lab Assistants - Rubber smocks and gloves will be provided as required.
- (g) Bus Drivers - Coveralls and rain gear will be provided as required
- (h) Those employees mandated by the Workers' Compensation Board to wear safety boots shall, upon permanent hire, be reimbursed to a maximum of \$100.00 per year for the purchase of safety boots upon submission of proof of purchase.
- (i) When the Board requires employees to wear specific clothing such as uniforms, the Board shall pay the cost of the purchase, repairs, replacement and cleaning of such clothing.

**ARTICLE 18 – JOINT JOB EVALUATION COMMITTEE (JJEC)**

- 18:1 The JJEC shall maintain the pay equity program by:
- (a) Evaluating all the jobs using the Job Evaluation Manual;
  - (b) Maintaining the integrity of the program;
  - (c) Recommending changes to the Job Evaluation Manual, its procedures or methods, as may be deemed necessary from time to time, to the parties.

## **ARTICLE 19 - TECHNOLOGICAL AND OTHER CHANGES**

19:1 Technological Change

Technological change is defined to mean a change in equipment or method(s) of operation which have not previously been used by the employer which affect the rights of employees, conditions of employment, wage rates or work loads. The Board shall notify the Union of the proposed change three (3) months before its introduction. Any such change shall be made only after the Union and Board have reached an agreement on such change through collective bargaining. If the Board and Union fail to agree on the results of the change, the matter shall be referred to the Grievance Procedure of this Agreement.

19:2 No Dismissals

No regular employee shall be dismissed by the Board because of mechanization or technological changes. An employee who is displaced from their job by virtue of technological change or improvements will suffer no reduction in normal earnings or hours of work and will be given the opportunity to fill other vacancies according to seniority.

19:3 Training Program

In the event that the Board should introduce new methods or machines which require new or greater skills than are possessed by employees under the present methods of operation, such employees shall at the expense of the Board, be given a minimum period, not to exceed one (1) year, during which they may perfect or acquire the skills necessitated by the new methods of operation. There shall be no change in wage or salary rates during the training period of any such employee and no reduction in pay upon being reclassified in the new position.

19:4 Additional Training

Should the introduction of new methods of operation create a need for the perfection or acquisition of skills requiring a training period longer than one (1) year, the additional training time shall be a subject for discussion between the Board and the Union.

19:5 No New Employees

No additional employees shall be hired by the Board until the employees already working shall be notified of the proposed technological changes



and allowed a training period to acquire the necessary knowledge or skill for retaining their employment.

- 19:6 Once a change has taken place and all moves have been completed, employees of the Board who were not affected shall be given the opportunity to be trained on the equipment to cover the eventuality of job vacancies occurring. Such training shall be given on a seniority basis and be available to all employees.

## **ARTICLE 20 - JOB SECURITY**

In order to provide job security for the members of the bargaining unit, the Board agrees that work or services presently performed or hereafter assigned to the collective bargaining unit shall not be subcontracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company, or non-unit employees.

## **ARTICLE 21 - WELFARE BENEFITS**

- 21:1 "Regular and Probationary Employees" shall be entitled to all benefits provided by the Collective Agreement, from date of hire.
- 21:2 **Municipal Pension Plan**
- (a) All full time employees who are within the qualifying ages of the Municipal Pension Plan shall be compelled to contribute to the fund upon being appointed to the regular staff.
  - (b) The retirement age for all employees shall be sixty (60) or sixty-five (65) years, provided that such employees are within five (5) years of maximum retirement age. An employee turning sixty-five (65) may work to the end of the school year in which they turn sixty-five (65).
  - (c) Employees on the Municipal Pension Plan shall not be removed from the Plan because of a reduction in hours from full time.
  - (d) Employees who work less than full time shall be included in the Municipal Pension Plan at the employee's option. If the employee chooses to decline the opportunity to participate in the Plan, he or she must sign a waiver form.
- 21:3 **Retirement and Death Benefits**
- (a) "Retirement" shall be defined as an employee leaving the services of the Board in accordance with the provisions of the Municipal Pension Plan, and shall apply to all employees as though contributing under the aforesaid Act.
  - (b) "Day's Pay" shall be defined as pay for one (1) day at the then current rate of pay for the classification in which the employee is regularly employed.

- (c) Due sick pay to a maximum of seventy-five (75) days and one month's salary shall be allowed as follows:
  - (i) To a regular employee in the case of death on whose behalf the Board has not contributed to the Municipal Pension Plan.
  - (ii) To a regular employee in the case of death on whose behalf the Board is contributing to the Municipal Pension Plan, but who has not completed ten (10) years service.
  - (iii) To a regular employee in the case of retirement on whose behalf the Board is not contributing to the Municipal Pension Plan and who has completed five (5) years service.
- (d) In addition to the above provisions, all employees upon retirement at the qualifying ages laid down in the Municipal Pension Plan with the minimum of ten (10) years service in the School District, shall receive 30% of their unused accumulated sick leave unless they have had deductions pursuant to 21:3 (c). If they have received 75 days per 21:3 (c), they receive unused accumulated sick leave minus 75 days, then 30% of that amount. Such amount to be paid either as a lump sum or for the School District to purchase an annuity on their behalf.
- (e) In the event of death before severance, all accrued retirement and death benefits shall be paid to person(s) designated, or failing any designated person(s), to the employee's estate.

21:4 Group Insurance Benefits

The Board agrees to provide and each employee shall be required to participate in the following benefits as a condition of employment unless proof is given that an employee is on spousal coverage:

- (a) Medical Services Plan - one month waiting period
- (b) Extended Health Plan (including Vision Care (\$250.00 every 2 years) and Hospital Co-Insurance) - One month waiting period
- (c) Life Insurance (\$50,000 policy) or 1.5 times basic annual earnings, whichever is greater - completion of probationary appointment
- (d) Dental Plan Coverage - completion of probationary appointment
  - Plan 'A'            100%
  - Plan 'B'            80%
  - Plan 'C'            Orthodontic - 50% coverage with a \$1,500 lifetime maximum

The cost of providing the foregoing benefits shall be borne eighty percent (80%) by the Board and twenty percent (20%) by the employees.

21:5 Supplementation of Compensation Award

An employee prevented from performing their regular work with the Board on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the

Compensation Act, shall receive from the Board the difference between the amount payable by the Workers' Compensation Board and their regular salary; provided however, that such difference shall be deducted from the employee's accumulated sick leave credits, such sick leave credits shall not exceed seventy-five (75) days.

21:6 The employer shall not lay off any employee in order to circumvent the employee's eligibility for benefits.

21:7 Employee Assistance Plan

The Board agrees to provide an Employee Assistance Plan.

The Board shall pay eighty percent (80%) of the cost of this plan.

21:8 Benefit Eligibility

(a) Provided there is no cost to the Board and if the carrier's agree the Board will continue all benefit coverage if the employee requests, in writing, such a continuation of coverage and pays the full premium, while on general leave.

(b) Temporary employees employed for a full school term or longer will be provided with the following supplementary benefits:

(i) The same Group Insurance Benefits as provided by Article 21:4

(ii) Sick leave allowance of 1 1/2 days per month worked. Sick leave provisions as provided in Article 15:2, 15:3, 15:5, 15:6, 15:7

(iii) Leave of absence as provided in Article 16:2 and 16:5

21:9 Joint Benefits Trust/Long Term Disability plan ("LTD")/ Early Return to Work Program

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 the government funded "Core" long term disability plan and the Joint Early Intervention Service provided through the PEBT.

## **ARTICLE 22 - SAFETY AND HEALTH**

22:1 Cooperation on Safety

The Union and the Board shall cooperate in continuing and perfecting regulations which will afford adequate protection to employees engaged in hazardous work.

22:2 Health and Safety Committee

- (a) A Health and Safety Committee shall be established which is composed of each employee group pursuant to Workers' Compensation Board Regulations.
- (b) The Health and Safety Committee shall hold meetings at least once per month and if requested, by the Union or the Board, additional special meetings for jointly considering, monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices.
- (c) Minutes shall be taken of all meetings and copies shall be sent to the Board and the Union.

22:3 Violence In the Workplace

(a) Definition

Any incident in which an employee is abused, threatened or assaulted during the course of the employee's employment. This includes the application of force, threats with or without weapons, severe verbal abuse and harassment.

(b) Reporting Violent Incidents

The Board expects that all incidents of violence as defined in this article will be reported.

22:4 Safety Measures

Employees working in any unsanitary or dangerous jobs shall be supplied with all the necessary tools, safety equipment, and protective clothing when needed.

22:5 Right to Refuse

- (a) No employee shall carry out or cause to be carried out, any work process or operate or cause to be operated, any tool, appliance or equipment when that employee has reasonable cause to believe that to do so would create an undue hazard to the health or safety of any person.
- (b) No employee shall be discharged, penalized or subjected to disciplinary action for compliance with the foregoing paragraph or an order made by an officer of the Workers' Compensation Board.
- (c) An employee who refuses work under this clause shall be reassigned to alternate work until the matter is resolved and no other employee shall be required to do the work which was refused.

22:6 Investigation of Accidents

The Union shall be notified immediately of each accident or injury. Upon the request of the Union, the Health and Safety Committee shall investigate and report as soon as possible on the nature and causes of the accident or injury.

22:7 Pay For Injured Employees

An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at their regular rate of pay without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

22:8 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Board.

22:9 Disclosure of Information

Upon request, the employer shall provide to the Health and Safety Committee, the information it is capable of obtaining from its suppliers on the biological agents, compounds, substances and by-products used in the work environment.

22:10 Student Medication and Medical Procedures

- (a) The Board, after consultation with parents, family physicians, the public health nurse and the medical health officer, shall ensure that schools have systems for administering medication and other medical procedures.
- (b) Such systems will include provision for the following:
  - (i) Employees, including substitutes, will receive child specific training by appropriate health care professionals. No such employees shall be required to perform medical procedures until after having received such training.
  - (ii) A record of training shall be maintained by the employer. The Union shall receive a copy of the record of training once a year.
  - (iii) On-going evaluation of training shall be conducted by the appropriate health care professional.
  - (iv) All procedures shall be in accordance with Inter-Ministerial protocols and up-dated as required.
- (c) Effective date of ratification, where medical procedures such as tube feeding, injections or other equivalent medical procedures become part of the required duties of a position then the individual in that position shall have the option of remaining in that position or receiving layoff notice.

22:11 Communicable Diseases

Where an employee working in an environment where serious communicable diseases have been determined by the School Medical Health Officer to exist, the Board will pay expenses associated with preventive medication not covered by the employee's own medical insurance coverage.

Where employees are exposed to any student who is a known Hepatitis B carrier or a regular biter/scratcher the Board will provide the appropriate preventive medication.

Where an employee who is providing personal care to a student subsequently becomes aware that the student is a Hepatitis C carrier, the employee shall have the option of remaining in that position or receiving layoff notice.

## **ARTICLE 23 - PRESENT CONDITIONS AND BENEFITS**

### 23:1 Present Conditions to Continue

All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess as employees of the Board shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement, but may be modified by mutual agreement between the Board and the Union.

### 23:2 Continuation of Acquired Rights

- (a) All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this Agreement, or if there is an amalgamation, annexation, merger or other structural change of the Board, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the employees shall remain in existence and either party, upon notice to the other, may reopen this present Agreement for negotiation.
- (b) In the event that the School District is amalgamated or merges with any other body, the Board will undertake to encourage the new District and/or Region to implement the provisions of the current Collective Agreement, unless the terms of any agreement which the merging District and/or Region has are superior to the working conditions in the current Collective Agreement. In such case the Board will endeavour to have the conditions of the merging agreement apply. The Board will also make every effort to have the seniority rights of employees protected at the time that the merger occurs.

## **ARTICLE 24 - CROSSING OF LEGAL PICKET LINES**

- 24:1 No employee covered by this Agreement except in emergency conditions will be required to enter any building, property or business where a picket line is in evidence, when such picket line is established under the Statutes of the Province of British Columbia or the Statutes of the Dominion of Canada. Failure to cross such a picket line by the members of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

**ARTICLE 25 - SATURDAY AND SUNDAY USE OF BUILDINGS**

- 25:1 In those schools which are opened on Saturday or Sunday for public recreation or educational purposes, or where transportation is required, it is agreed that no present employee will be required to work on Saturdays or Sundays. These vacancies will be posted as permanent full time positions; five (5) days per week with two (2) consecutive days off.
- 25:2 Should it become necessary for a regular employee to work on a normal rest day for any reason whatsoever, the normal overtime provisions shall prevail.

**ARTICLE 26 - GENERAL CONDITIONS**

- 26:1 Notification of Personnel Change  
The Board agrees to notify the Union, in writing, when an employee covered by this Agreement is hired, promoted, demoted, transferred, laid off, recalled, resigns, is suspended or is terminated.
- 26:2 Transfers Outside Bargaining Unit  
No employee shall be transferred to a position outside the bargaining unit without the employee's consent.
- 26:3 Proper Accommodation  
Reasonable provisions shall be provided for employees to have their meals and keep and change their clothes.
- 26:4 Bulletin Boards  
The Board shall provide Bulletin Boards which shall be placed so that all employees will have access to them upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.
- 26:5 Tools  
Employees required to furnish their own tools in the performance of their duties shall, upon producing a broken or worn out tool, or a signed statement from the employee indicating theft, have same brand or equivalent replaced by the Board.
- 26:6 Metric Conversion Costs  
The employer will provide measuring tapes and squares.
- 26:7 Fire Insurance

The Board shall provide fire insurance covering the tools and equipment owned by the employees and used in performance of their duties with the Board.

26:8 Indemnity

The employer will defend, save harmless and indemnify all employees from any demands, claims, writs, actions or other proceedings which may be brought against them and which arise from the performance of their duties and responsibilities as an employee and for any cost, loss, damage and liability arising therefrom, including all legal fees and disbursements incurred in connection therewith.

26:9 It shall be the responsibility of every employee to take all reasonable precautions to preserve all records, machines and equipment under their care.

26:10 Bank Deposits

No employees shall be required to deliver cash deposits to a bank in excess of \$100 unless accompanied by another staff member.

26:11 Internal Mail

The Union may make reasonable use of the district mail service and employee mail boxes for communication to bargaining unit members.

26:12 Purchase Plan for Equipment

The Board shall provide a plan for purchase of computer equipment for regular CUPE employees, under the following conditions:

- (a) The rate of interest shall be 5.25%
- (b) Payment shall be made by equal monthly deductions over two (2) years provided that the purchase is in excess of \$500.

26:13 Personnel Records

- (a) After receiving a request from a CUPE employee, the Director of Personnel shall grant access to that employee's file as soon as is reasonably possible.
- (b) An appropriate Board official shall be present when an employee reviews their file.
- (c) An employee shall have the right to make a copy of any material contained in their personnel record.

26:14 Dues Receipts

The Board shall include the amount of union dues paid by each Union member in the previous year on the members' Income Tax (T4) slips.

**ARTICLE 27 - VISUAL DISPLAY TERMINALS**



Where an employee is required to operate a visual display terminal the following will apply:

- 27:1 The employee will not monitor a screen continuously for longer than two (2) hours without either a 15 minute rest period, or a reassignment to other work, for a period of 15 minutes or more.
- 27:2 An employee will not be required to monitor a full display VDT screen during the last one (1) hour of a shift.
- 27:3 No employee will be required to work at monitoring a full display VDT screen for more than a total of six (6) hours in any one day including rest periods.
- 27:4 Lead aprons shall be made available for the use of an employee who operates a VDT.
- 27:5 A pregnant woman shall have the option to refuse to operate a VDT. If there is not sufficient work available to permit a reassignment, an employee will be considered to be on leave of absence without pay until she qualifies for maternity leave. An employee shall apply for maternity leave at the same time as leave of absence commences. At the request of the employee, health, medical and insurance benefits will be continued in effect until the employee commences maternity leave. The cost of continuing these benefits will be paid by the employee.
- 27:6 The Board will ensure that all visual display terminals are serviced on an annual basis by a qualified person. Terminals found to be injurious to the health of the operator shall be removed from service until repaired.
- 27:7 The Board will allow an employee time off with pay for a preliminary eye examination. The Board will not pay the cost of such eye examinations.

## **ARTICLE 28 - SEXUAL AND PERSONAL HARASSMENT**

- 28:1 The Union and the Board recognize the right of all employees to work in an environment free from sexual and personal harassment.
- 28:2 No employee shall be subject to reprisal or threat of reprisal as a result of filing a complaint under this clause. It is recognized, however, that false or malicious complaints may damage the reputation or be unjust to other employees and therefore disciplinary action may apply in cases where false or malicious complaints are lodged.
- 28:3 Complaints of sexual or personal harassment shall be treated in strict confidence by the Board and the Union.
- 28:4 An employee being harassed shall not be forced to transfer unless the employee specifically consents to the transfer. Such a transfer shall not result in a lesser hourly rate of pay, wages or hours of work.
- 28:5 In the first instance the alleged complaint shall be dealt with by the Director of Personnel and the President of the Union.
- 28:6 Falsely Accused Employee

- (a) When an employee has been accused of child abuse or sexual misconduct in the course of exercising his/her duties as an employee of the Board, and
  - i) an investigation by the Board has not concluded that the accusation is true; or
  - (ii) an Arbitrator considering discipline or dismissal of the employee finds the accusation to be false; the employee shall be entitled to assistance from the Board as provided in this Article.
- (b) The employee and the employee's family shall be entitled to all reasonable specialist counseling and/or medical assistance to deal with negative effects of the allegations.
- (c) The employee shall be assisted to the fullest extent possible by the Board in assuring successful return to their duties. This shall include any necessary leave of Absence with pay, upon receipt of medical certificate; first priority for transfer to any vacant position requested by the employee, for which the employee is qualified; and, where requested by the employee, provision of factual information to parents by the Board.
- (d) The disposition of the student making the false accusation shall be made by the Board in consultation with any agency, group or individual the Board deems appropriate. The CUPE Local 593 President shall be consulted as part of this process.

**ARTICLE 29 - CALCULATION OF EXCLUDED EMPLOYEES SENIORITY**

- 29:1 An employee who was originally employed within the CUPE bargaining unit, who later assumes an excluded position and chooses to return to their bargaining unit position within twelve (12) calendar months of commencing in the excluded position, will be able to return to the bargaining unit with no interruption to their bargaining unit seniority. During that period, the employee will be required to pay dues and assessments to the Union. After such twelve (12) month period, the employee will lose their seniority.
- 29:2 An excluded employee may return to a bargaining unit position only by following the regular posting procedures and will be considered an external applicant.
- 29:3 If an excluded employee who was originally employed within the CUPE bargaining unit returns to a bargaining unit position (per 29:2), they shall have their previous seniority reinstated. However, the employee's years of service with the Board will be recognized for purposes of benefits calculation (Article 14 - Vacation, Article 15 - Sick Leave Provisions and Article 21 - Welfare Benefits).
- 29:4 If an employee is the successful applicant to a temporary excluded position they shall retain but not accrue seniority during the temporary assignment. However, upon their return to the bargaining unit, the employee's years of

service with the Board will be recognized for purposes of benefits calculation (Article 14 - Vacation, Article 15 - Sick Leave Provisions and Article 21 - Welfare Benefits). During that temporary period the employee will be required to pay dues and assessments to the Union. At the end of the temporary assignment, the employee shall return to their previous position and all other employees temporarily transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority, benefits or wages.

- 29:5 The temporary period shall not exceed twelve (12) months unless such period is extended by mutual consent, in writing, by both parties.
- 29:6 Any excluded personnel who left the bargaining unit prior to the date of signing of this agreement shall be able to return to the bargaining unit based on the language of the agreement which expired on December 31, 1993 (Article 29 - Calculation of Excluded Employees Seniority).

### **ARTICLE 30 - WAGES**

- 30:1 The schedules of wages, classifications, special provisions and hourly rates for all employees of the Board covered by this Agreement shall be in accordance with the Wages Schedule attached hereto and forming part of this Agreement.

#### Definition

"Cents across the board" is % of payroll divided among the members such that each member receives the same number of cents per hour increase.

"Across the Board increase" is the amount of money in percentage of payroll the employer pays for the wage/salary increase(s) in each year.

## **SPECIAL PROVISIONS**

### 1. **Building Service Workers**

- (a) Part time Building Service Workers shall be allowed not less than two (2) weeks in the summertime for extra cleaning required at the end of the school year.
- (b) It is agreed that the Building Service Worker Time Allotment Formula as prepared by management is intended as a general guideline only. A Building Service Worker may appeal the time allotted under the Building Service Worker Time Allotment Formula.

### 2. **Bus Drivers**

- (a) Bus driver's daily guarantee is four (4) hours per day based on two (2) hours pay at the employee's regular rate in the morning and two (2) hours pay at the employee's regular rate, returning the pupils in the afternoon.
- (b) Bus drivers shall be paid up to \$12.00 per meal when a bus trip is scheduled during evening meal time, for which a receipt will be required by the Board.
- (c) Bus drivers shall be paid on the basis of eighty-seven (87) hours per month for ten (10) months per year, and shall receive the wage rates, conditions of employment, benefits and prerequisites specified in this Collective Agreement.
- (d) Bus drivers when driving extra trips of more than one (1) day's duration shall receive eight (8) hours per day, at prevailing rates, while on stand-by (8:00 a.m. to 5:00 p.m.), exclusive of one (1) hour meal time, plus expenses for meals and accommodation. The production of vouchers will be required.
- (e) The following additional special provisions shall be applied to the bus drivers when they are called out for school student activities:
  - (i) For the purpose of definition, a bus driver's "working day" shall be that period from the commencement of their initial bus run to pick up students in the morning and the completion of their bus run returning those students in the afternoon.
  - (ii) During their "working day", a bus driver when scheduled for an extra trip shall be paid a minimum of two (2) hours pay at the prevailing hourly rate. Overtime rates will apply as soon as a bus driver exceeds eight (8) hours work during their "working day".
  - (iii) On the completion of their "working day", a bus driver when scheduled for an extra trip that follows immediately without any break in time, shall be paid overtime rates.

- (iv) After the completion of their "working day", a bus driver when scheduled for an extra trip that follows with a break in time shall be paid as per Article 12:15.
- (v) Article 12:15 shall apply to all unscheduled trips regardless of the time of their commencement.
- (f) All extra bus runs, curricular and extra-curricular, will be assigned on a rotational basis, starting with the senior driver. Seven (7) hour drivers who choose an extra shift which results in the relinquishing of their regular shift shall have hours worked beyond four (4) hours that day recorded as extra shift hours.
- (g) Bus drivers shall have the right to claim bus routes according to seniority.
- (h) Bus drivers will be given the opportunity to wash the exterior and interior of school buses at the regular bus driver's rate with the frequency of washing to be at the sole discretion of the Bus Supervisor.
- (i) All bus driver's extra time worked shall be recorded on the board in the bus garage at equivalent straight time hours i.e. one hour worked at double time equals two (2) hours straight time.
- (j) Extra trips shall be equalized at the end of each semester (September 1 to December 31, January 1 to March 31, April 1 to June 30).

The spread of hours worked among the drivers at the end of each semester shall not be greater than ten (10) hours.

3. **Bus Driver/Mechanic**

The bus driver / mechanic shall be paid as a Bus Driver for hours spent driving school bus, and be paid at the same rate as Mechanic for hours spent doing mechanical work in the bus garage.

4. **Grounds**

A bonus of \$ .40 per hour shall be paid for eight (8) hours in any day for weed spraying by employees with the required ticket in categories Grounds 1, Grounds 2 and Labourer.

5. **Supervision Assistants**

- (a) The rate includes nine percent (9%) payment of their hourly rate in lieu of vacation pay, statutory holidays, and paid leaves of absences.
- (b) A Supervision assistant's primary function is providing supervision during the noon hour period. Any additional supervision needs (e.g.) supervision before and after school, and, supervision during recess periods, shall be scheduled in no less than fifteen (15) minute increments.
- (c) The Board shall pay wages to supervision assistants monthly. Wages shall be paid on the fifth working day of each month.

- (d) It is recognized that teachers may also provide supervision pursuant to the School Act. This clause is not applicable to these persons.
- (e) Supervision assistants shall not be paid overtime as a result of work performed by them as a supervision assistant.
- (f) Supervision assistants shall be classified as term employees.
- (g) The successful applicants to the position of supervision assistant shall be placed on trial for a period of three (3) calendar months.
- (h) Seniority for supervision assistants is applied on a classification only basis. Seniority shall be accumulated on the basis of days and be effective from the date of employment and maintained as a separate list.
- (i) Employees shall be entitled to use their seniority for the following purposes:
  - (i) call to work within supervision assistant classification
  - (ii) location of shift preference within supervision assistant classification vacancies
- (j) Seniority accumulated as a supervision assistant shall not be considered in job postings for other job classifications within the bargaining unit.
- (k) Substitute and temporary supervision assistants shall not accumulate seniority and shall not be entitled to special consideration by right of seniority.
- (l) Effective date of ratification, when a supervision assistant is the successful applicant to a regular or term position, their seniority as a supervision assistant shall be converted and back dated to a calendar date upon successful completion of the probationary period based on the following formula:
 

four (4) days worked = one (1) day of seniority
- (m) The employer shall twice yearly, in January and September, update the seniority list and post with a copy to the Union.
- (n) Regular part-time employees who, in addition to their regular part-time position, are successful applicants for the position of supervision assistant shall be subject to the terms and conditions as listed in this clause for the hours worked in the supervision assistant position only. Such employees, while working in the regular part-time position, shall be subject to the terms and conditions of the collective agreement.
- (o) Only the following Articles apply to supervision assistants:

Article 1 to 8	Article 26
Article 28	Article 18
Article 30	Article 22 to 24
Article 11	<u>Article 12:20</u>

# SIGNATORIES

IN WITNESS WHEREOF BOTH PARTIES HERETO HAVE EXECUTED THESE PRESENTS

on the    day of    ,2006

THE CORPORATE SEAL OF THE  
BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 75 (MISSION)

has hereunto affixed in the  
presence of:

Ray Velestuk

Loris Pante

SIGNED ON BEHALF OF  
THE CANADIAN UNION OF PUBLIC  
EMPLOYEES (LOCAL 593)

George Forsythe

Al Ens

## Wage Schedule

Classification	1-Jul-06	1-Jul-06	1-Jul-07	1-Jul-07
<i>Building Service Worker</i>				
B.S.W. Foreman				
B.S.W. Leadhand	19.70	19.70	20.09	20.09
B.S.W. #3	18.91	18.91	19.29	19.29
B.S.W. #2	18.78	18.78	19.16	19.16
B.S.W. #1	18.64	18.64	19.01	19.01
<i>Engineering</i>				
Elec/Mech Foreman	24.23	24.83	25.33	25.93
Maintenance Trades	23.42	24.02	24.50	25.10
<i>Maintenance</i>				
Technical Foreman	24.23	24.23	24.71	24.71
Maintenance Foreman	24.23	24.83	25.33	25.93
Maintenance Trades	23.42	24.02	24.50	25.10
Electronics Technician	23.42	23.42	23.89	23.89
Uncert. Mntce Trades	23.15	23.15	23.61	23.61
Labourer	18.39	18.39	18.76	18.76
<i>Grounds</i>				
Grounds Foreman	24.23	24.23	24.71	24.71
Grounds #2	20.88	20.88	21.30	21.30
Grounds #1	18.91	18.91	19.29	19.29
Labourer	18.39	18.39	18.76	18.76
<i>Transportation</i>				
Mechanic	23.42	24.02	24.50	25.10
Bus Driver	19.96	19.96	20.36	20.36
Uncert. Bus Mechanic	23.15	23.75	24.23	24.83
Delivery/Bus Driver	19.96	19.96	20.36	20.36
<i>Other</i>				
Purchasing/Stores	23.42	23.42	23.89	23.89
Kitchen Assistant	19.09	19.09	19.47	19.47



<b>Classification</b>	<b>1-Jul-08</b>	<b>1-Jul-08</b>	<b>1-Jul-09</b>	<b>1-Jul-09</b>
<i>Building Service Worker</i>				
B.S.W. Foreman				
B.S.W. Leadhand	20.49	20.49	20.90	20.90
B.S.W. #3	19.68	19.68	20.07	20.07
B.S.W. #2	19.54	19.54	19.93	19.93
B.S.W. #1	19.39	19.39	19.78	19.78
<i>Engineering</i>				
Elec/Mech Foreman	26.45	27.05	27.59	27.89
Maintenance Trades	25.60	26.20	26.72	27.02
<i>Maintenance</i>				
Technical Foreman	25.20	25.20	25.70	25.70
Maintenance Foreman	26.45	27.05	27.59	27.89
Maintenance Trades	25.60	26.20	26.72	27.02
Electronics Technician	24.37	24.37	24.86	24.86
Uncert. Mntce Trades	24.08	24.08	24.56	24.56
Labourer	19.14	19.14	19.52	19.52
<i>Grounds</i>				
Grounds Foreman	25.20	25.20	25.70	25.70
Grounds #2	21.73	21.73	22.16	22.16
Grounds #1	19.68	19.68	20.07	20.07
Labourer	19.14	19.14	19.52	19.52
<i>Transportation</i>				
Mechanic	25.60	26.20	26.72	27.02
Bus Driver	20.77	20.77	21.19	21.19
Uncert. Bus Mechanic	25.33	25.93	26.45	26.75
Delivery/Bus Driver	20.77	20.77	21.19	21.19
<i>Other</i>				
Purchasing/Stores	24.37	24.37	24.86	24.86
Kitchen Assistant	19.86	19.86	20.26	20.26

<b>Classification</b>	<b>1-Jul-06</b>	<b>1-Jul-07</b>	<b>1-Jul-08</b>	<b>1-Jul-09</b>
Aboriginal Culture & Liaison Worker	23.24	23.70	24.17	24.65
E/A Continuing Education	21.17	21.59	22.02	22.46
E/A Employability Skills Program	21.17	21.59	22.02	22.46
E/A Special Services	22.20	22.64	23.09	23.55
E/A Speech/Language	22.20	22.64	23.09	23.55
E/A Student Support	21.17	21.59	22.02	22.46
E/A Visually Impaired	22.20	22.64	23.09	23.55
Lab Assistant #2	23.24	23.70	24.17	24.65
Lab Assistant #1				
Youth Care Worker	23.24	23.70	24.17	24.65
Career Advisor	22.20	22.64	23.09	23.55
Accounts Clerk	22.20	22.64	23.09	23.55
Clerical Assistant Accounts	20.12	20.52	20.93	21.35
Library Assistant	21.17	21.59	22.02	22.46
Payroll Clerk	22.20	22.64	23.09	23.55
Purchasing Clerk	19.09	19.47	19.86	20.26
Receptionist	20.12	20.52	20.93	21.35
Resource Centre Clerk	18.50	18.87	19.25	19.64
Secretary Aboriginal	20.12	20.52	20.93	21.35
Secretary Admin	22.20	22.64	23.09	23.55
Secretary Admin Personnel	22.20	22.64	23.09	23.55
Secretary ALC	21.17	21.59	22.02	22.46
Secretary Career Ed	19.09	19.47	19.86	20.26
Secretary Elementary	21.17	21.59	22.02	22.46
Secretary Facilities	22.20	22.64	23.09	23.55
Secretary International	21.17	21.59	22.02	22.46
Secretary Secondary	21.17	21.59	22.02	22.46
Secretary Student Services	22.20	22.64	23.09	23.55
Substitute Calling Clerk	19.09	19.47	19.86	20.26
Supervision Assistant	18.05	18.41	18.78	19.16

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**LETTER OF UNDERSTANDING**

**SCHOOL ACTIVITIES – WEEKENDS**

In instances where the Board decides to utilize its school buses for:

- (a) school activities and
- (b) for travel on Saturday and/or Sunday – then the following rates will apply:
  - i) First eight (8) hours – straight time regular rate
  - ii) Next two (2) hours – 1 1/2 times regular rate
  - iii) Ten (10) hours or more – 2 times regular rate
- (c) there will be a guaranteed eight (8) hour day for such work

Bus driving hours on Saturday and Sunday shall not be used to calculate normal overtime provisions; specifically eight (8) hours in a day or forty (40) hours in a week.

Dated this 30<sup>th</sup> day of March 2000

For the Employer

For CUPE Local 593

Guy Bonnefoy

Al Wutzke

LETTER OF UNDERSTANDING

**RE: EDUCATION ASSISTANTS**

The parties agree to provide direction to Administrative Officers, teachers, and education assistants in the following areas as stipulated in the Collective Agreement:

1. All education assistants are entitled to lunch breaks and rest periods as stipulated in the Collective Agreement.
2. All education assistants shall have an opportunity for consultation with the teacher during their scheduled hours.
3. As approved by the school Administrative Officer, education assistants shall be paid for any consultative time beyond their regularly scheduled working hours.

[See Article 12:9 and Article 17:6 (b)]

Dated this 30<sup>th</sup> day of March, 2000

For the Employer

For CUPE Local 593

Guy Bonnefoy

Al Wutzke

## LETTER OF UNDERSTANDING

### SHIFT CHANGE ELEMENT FOR BUILDING SERVICE WORKER ELEMENTARY/SECONDARY SCHOOLS

To establish a shift change element in relation to Building Service Workers' hours of work, when there are no students in attendance at the school in which the Building Service Worker works (pro d days, squash days, student evaluation days).

Building Service Workers may change their start time when there are no students in the school in which they work, provided each of the following is given consideration:

1. That it is agreeable to the principal of the school in which the Building Service Worker works.
2. That notification of a proposed change in hours of work is given by the Building Service Worker to the Assistant Supervisor Operations no less than (3) working days before the date of the proposed change.
3. That the facility is not in use, either by a volunteer group or any other scheduled user. If any part of the facility is in use, the Building Service Worker must ensure coverage is maintained.
4. That the proposed change of hours of work does not interfere with completion of any aspect of the duties which must be fulfilled by the Building Service Worker.
5. That the number of hours of work put in a regular shift be fulfilled by the Building Service Worker.

Dated this 24<sup>th</sup> day of February 2000

For the Employer

For CUPE Local 593

Guy Bonnefoy

Al Wutzke

## LETTER OF UNDERSTANDING

### WEEKEND SHIFT - HERITAGE PARK CENTRE

The following letter outlines the parameters regarding weekend Building Service Worker (BSW) shifts for Heritage Park Centre. If through operational wishes to expand or alter this agreement, that party must indicate their intentions, in writing, to the other party ten (10) days in advance of discussions taking place unless otherwise mutually agreed.

- All terms of the current collective agreement between the parties remain in effect except where specifically varied below.
- The parties to this agreement recognize the operational need for weekend shifts at Heritage Park Centre.
- All positions at Heritage Park Centre will be posted in accordance with Article 10 - Promotion and Staff Changes.
- All regularly scheduled weekend day shifts shall be paid at the employee's regular rate of pay for that position. The shift premium specified under Article 12:13 of the collective agreement shall be applied to all hours worked on Saturday and/or Sunday.
- All regularly scheduled weekend shifts shall not exceed eight (8) hours per day inclusive of a one-half (1/2) hour meal break.
- Overtime shall be paid in accordance with Article 12:3 of the collective agreement.
- The parties agree to the following exemptions from the collective agreement for those employees covered by this letter:
  - Article 12:1 - Exclude "Monday to Friday inclusive"
  - Article 12:10 - Overtime during the week shall be shared equally while overtime on Saturday and Sunday shall be assigned to the incumbents of the weekend shifts. Overtime not covered by the incumbents of the weekend shifts will be assigned to other BSW staff at the facility.

Dated this 30<sup>th</sup> day of March, 2000

For the Employer

For CUPE Local 593

Guy Bonnefoy

Al Wutzke

## LETTER OF UNDERSTANDING

### GENDER SPECIFIC EDUCATION ASSISTANT POSITIONS

The parties agree that from time to time the need will arise to appoint an education assistant of a specific gender. The following sets out the process which will be used in determining the need for such positions and the method by which layoffs will occur.

When posting a gender specific education assistant position, the Board will consider the following criteria:

- the age and development of the student
- the level of personal care required
- the obligation to provide dignified and sensitive care

Prior to posting a gender specific education assistant position, the Board agrees to meet with CUPE to discuss the applicability of the criteria used in determining the need for such a position.

In programs, such as the Heritage Park Secondary Low Incidence Resource Room, where there is a requirement for a combination of gender specific and general education assistant positions, the number and gender of the gender specific positions will be determined by the number and gender of students identified as requiring education assistant support.

In the event there is a need to reduce the number of education assistants in a program as outlined above, the number of gender specific positions required to maintain the programming and personal care needs will be reviewed in conjunction with the number of general education assistants positions in the program in order to determine the required balance of positions for the program. If a reduction in the number of gender specific positions is identified, Article 11:2 shall apply to only those employees appointed to a gender specific position. If a reduction in the number of general education assistant positions assigned to the program is identified, then Article 11:2 shall apply to that group of education assistants.

The Board agrees to review the balance of gender specific positions in such programs from time to time.

Agreed this 30<sup>th</sup> day of March, 2000

For the Employer

For CUPE Local 593

Guy Bonnefoy

Al Wutzke

## LETTER OF UNDERSTANDING

### REIMBURSEMENT OF SICK LEAVE

The parties agree that when a Union Executive member is away from the work site on sick leave, and, where the sick leave does not incapacitate the employee and is not contagious to others, and, prohibits the employee from performing his/hers regular job duties, the executive member be permitted to perform his/her Union duties while on sick leave.

The following outlines the process for reporting and reimbursing the sick time used for the purpose stated above:

1. For the purposes of this Letter of Understanding, Article 15:5 shall not apply.
2. The Union will be responsible for notifying the appropriate employee supervisor of its intent to utilize an executive member while on sick leave.
3. The employee will submit and attach to the time sheet, a Leave of Absence form, approved by the Union President or designate.
4. The time sheet shall reflect the total hours during the applicable pay period for which the employee was performing union functions while on sick leave.
5. The employer shall invoice the Union for the total hours reported and applicable benefit costs.
6. Upon receipt of payment from the Union, the employer shall credit the employee's sick leave bank for the total hours reimbursed.

Agreed this 30<sup>th</sup> day of March, 2000

For the Employer

For CUPE Local 593

Guy Bonnefoy

Al Wutzke



**Letter of Understanding (LOU)**

**Between**

**BC Public School Employers' Association**

**And**

**School Boards who are Signatories to this LOU**

**And**

**Support Staff Unions who are Signatories to this LOU**

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

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

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

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

**Term**

July 1, 2006 to June 30, 2010

**General Wage Increase**

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

**Incentive Payment**

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

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

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

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

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

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

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

- b. a human resource plan which provides for the development and maintenance of a qualified and sustainable support staff workforce.

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

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

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

### **Apprenticeship Opportunities Funding**

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

### **Apprentice Sponsor Funding**

9. The Committee shall be provided with funding in the following maximum amounts, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU,

the Committee will be provided with 50% of the funding set out below), to provide a wage increase to all employees with Trades Qualifications:

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

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

#### **Workforce Adjustment Committee Funding**

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

#### **Labour Market Adjustment Fund**

17. Subject to the approval of the Committee, a district may address demonstrated recruitment or retention issues that can be objectively determined with reference to specific criteria, including:

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

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

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

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

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

### **Trades Adjustment**

23. The Committee shall be provided with funding in the following maximum amounts, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU,

the Committee will be provided with 50% of the funding set out below), to provide a wage increase to all employees with Trades Qualifications:

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

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

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

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

### **Education Assistants Committee**

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

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

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

and dismemberment benefit coverage as soon as the PEBT is able to take on this responsibility.

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

### **Fiscal Dividend**

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

#### **THE PARTIES AGREE AS FOLLOWS:**

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

#### **1.0 Fiscal Dividend:**

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

The Fund will be determined as follows:

- i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of \$150 million.

- ii. Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.
  - iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus; i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.
  - iv. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.
- 1.3 Each bargaining unit member who is a regular employee of the School District on March 31, 2010 shall be eligible to receive the Fiscal Dividend Bonus.
- 1.4 The fiscal dividend payment shall be an amount as described in clause 1.2 above for each regular full time equivalent employee and shall be pro-rated for regular part time employees. For the purpose of the determination of the amount of the fiscal dividend payment, a full time equivalent employee is a regular employee who worked on a full time basis for the period September 1, 2009 – June 30, 2010. The fiscal dividend payment for a regular employee who worked less than full time over this period of time shall be pro-rated based on the actual straight-time hours worked as a percentage of full time hours. Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's dividend payment:
- All leaves with pay
  - Maternity and parental leave
  - All unpaid medical leaves that commenced between July 1, 2009 and June 30, 2010



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