

THIS AGREEMENT MADE AND ENTERED INTO THIS 5th DAY OF June, 2006.

BETWEEN:

**THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO. 84
(VANCOUVER ISLAND WEST)**

(hereinafter referred to as the "Employer")

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 2769**

Representing those employees who are affected by this Agreement

(hereinafter referred to as the "Union")

WHEREAS it is the responsibility of both parties to this Agreement to promote the effective and efficient operation of School District No. 84, recognizing meanwhile the parties' responsibilities and obligations each to the other;

AND WHEREAS as both parties desire to maintain a harmonious relationship between the Employer and the employees, they have provided herein for all matters of mutual interest;

AND THEREFORE THIS AGREEMENT WITNESSETH that the parties **AGREE TO THE FOLLOWING:**

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ARTICLE 1 - DEFINITIONS

1.01 Regular Employee

An employee who has successfully completed a probationary period under Clause 15.04 (Probation) of this Agreement, and has been notified in writing of his/her appointment to a position.

1.02 Temporary Employee

Temporary employees are employees hired to fill a position of an absent regular employee or an assignment, which is anticipated to be of specific or limited duration in accordance with Article 16 (Promotions and Staff Changes). Temporary assignments, other than for absent regular employees, shall not exceed six (6) months without the mutual agreement of the Parties to this Agreement.

1.03 Probationary Employee

A person who is serving a probationary period in a position to determine his/her suitability as a regular employee.

1.04 Retirement

Retirement is the termination of employment in conformity with the provisions of the *Municipal Pension Act*.

1.05 Ten (10) and Ten and One-Half (10½) Month Employees

- a. Ten (10) month employees who are employed as regular employees and who are required to work only during the period in which schools are in session. Ten (10) month employees shall be deemed to have worked a full year for the purpose of this Agreement.
- b. Ten and one-half (10½) month employees who are employed as regular employees and who are required to work one week prior to school commencing, while schools are in session, and one week after the school year finishes. Ten and one-half (10½) month employees shall be deemed to have worked a full year for the purpose of this Agreement.

1.06 Termination

Occurs when an employee retires, is dismissed with cause, elects to receive severance pay in accordance with Article 17 (Layoffs and Recalls) or lost seniority in accordance with Clause 15.05 (Loss of Seniority) or, in the case of a temporary employee, at the expiry of the specific work assignment.

1.07 Secretary-Treasurer

Secretary-Treasurer is deemed to include the person designated to act on behalf of, or in lieu of, the Secretary-Treasurer.

1.08 Worksite

Worksites are defined below:

- Gold River
- Kyuquot
- Tahsis
- Zeballos

1.09 Twelve (12) Month Employees

Individuals who are employed as regular employees and who are required to work twelve (12) months per year shall be deemed for have worked a full year for the purpose of this Agreement.

1.10 **Committees**

The following Committees shall be recognized by both the Employer and the Union:

- Labour Management Committee
- Grievance Committee
- Joint Job Evaluation Committee
- Professional Development Committee
- Bargaining Committee

ARTICLE 2 - RECOGNITION OF MANAGEMENT

2.01 **Management Rights**

The Union recognizes that the management of the operation of School District 84, including the determination of methods of operation and the direction and strength of the work force, is vested exclusively in the Employer and that the Employer may make and alter from time to time, rules, regulations and schedules to be observed by the employees, all of the above being subject to the terms of this Collective Agreement.

2.02 **Not Discriminatory**

The management rights shall be used to direct the working force in a fair and reasonable manner. The rights shall not be used in a manner which would deprive any present employee of his/her employment, except through just cause.

ARTICLE 3 - RECOGNITION OF THE UNION

3.01 **Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees, Local 2769, as the bargaining agent for all employees who fall within the scope of the bargaining unit.

3.02 **Managerial or Confidential Employees**

The incumbents of the following positions are mutually recognized to be excluded from the application of the provisions during the term of this Collective Agreement:

- Superintendent of Schools
- Secretary-Treasurer
- Human Resources Administrator
- Operations Supervisor
- Principal and Vice-Principal

3.03 **No Other Agreements**

No employee shall be required or permitted to make a written or verbal agreement with the Employer or representatives of the Employer which may conflict with the terms of this Collective Agreement.

3.04 **Work of the Bargaining Unit**

- a. Work assigned to people within the bargaining unit shall not be undertaken by School District 84 employees outside the unit except in cases mutually agreed to by both parties with the exception of the work done by the Operations Supervisor.
- b. No employees shall lose their job or suffer a reduction in hours as a result of volunteers doing bargaining unit work.

ARTICLE 4 - DISCRIMINATION

4.01 Employer Shall Not Discriminate

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

4.02 Harassment

a. Sexual Harassment

Definition: Sexual harassment shall be defined as any sexually oriented practice that undermines an employee's health, job performance, or workplace relationships or endangers an employee's employment status or potential.

Sexual harassment shall include, but not be limited to:

- i. unnecessary touching or patting;
- ii. suggestive remarks or other verbal abuse;
- iii. leering at a person's body;
- iv. demands of sexual favours;
- v. compromising invitations;
- vi. physical assault.

b. Personal Harassment

Definition: Personal harassment by either the employees, students or Employer representatives shall be defined as: repeated, intentional, offensive comments and/or actions deliberately designed to demean and belittle an individual or to cause personal humiliation.

- c. All personnel have the right to work in a harassment free work place.
- d. The Employer agrees to develop, jointly with the Union, a policy against harassment and make all management personnel and employees aware that violations of the policy shall be subject to disciplinary action. The Employer also agrees to include the subject of harassment in staff or management training sessions.
- e. The first process utilized shall be as enumerated in j.3 below.
- f. Cases of harassment shall be considered as discrimination and shall be eligible to be processed as grievances.
- g. Where the alleged harasser is the person who would normally deal with the first step of such grievance, the grievance will automatically be sent forward to the next step.
- h. No information relating to the grievor's personal background, lifestyle or mode of dress will be admissible during the Grievance or Arbitration process.
- i. The Employer recognizes the principle that it is the Employer's responsibility to maintain a discrimination-free workplace.
- j. **Procedures for Reporting, Investigating and Remedy to Maintain Confidentiality**
 1. The commencement of these procedures will not prejudice an employee's right to access other remedies. Any time frames under the grievance procedures in an applicable contract will be held in abeyance, as required, if this procedure is followed.

2. Employees who consider that they may have been subjected to harassment may verbally or in writing bring the complaint to the attention of the Union President who will speak directly to the Superintendent of Schools for assistance and further information or to another management representative who is not involved in the situation.
3. The Superintendent of Schools or designate may conduct the investigation or immediately appoint an investigator; however, if either party requests, will immediately appoint an outside investigator. Such investigator will be mutually agreed. The investigator shall, within three (3) working days, or as soon as practical after receipt of the complaint:
 - i. confirm receipt of the complaint with the complainant;
 - ii. notify the alleged harasser of the complaint and provide a copy of the Policy and Procedures;
 - iii. any notifications required by the Collective Agreement will also occur at this time.

The costs of the investigation will be borne by the party requesting the investigation.
4. The investigator will conduct interviews with relevant parties to obtain information and clarify details of the complaint. Both parties will have an opportunity to identify witnesses or others to be interviewed. All interviews will be conducted in a confidential manner that respects the nature of the work environment.
5. In conducting the investigation, the investigator may request the assistance of other staff or outside legal or expert professionals, as is considered necessary.
6. At any time during the course of the investigation, the parties may reach resolution of settlement of the matter, in which case the investigator may propose that the investigation be discontinued. This may involve the use of mediation with the agreement of both parties. This agreement, if reached, shall be in writing and be signed by both parties.
7. The following may be forms of action:
 - i. education and training of an employee or group of employees;
 - ii. review and modification of related policies, procedures and/or practices in the workplace;
 - iii. monitoring the behaviour of an employee or group of employees;
 - iv. transfers, reassignments, changes in shifts or other changes in the workplace;
 - v. disciplinary action up to and including dismissal;
 - vi. other strategies designed to eliminate and/or prevent harassment.

Where changes in the workplace are made necessary by demonstrated harassment, the burden of those changes shall be borne by the harasser.

4.03 **Right to Refuse Unsafe Work**

Under the Workers' Compensation Act, a person who believes that a work process, or operation of a tool or equipment presents an undue hazard to the health or safety of any person, has the legal right to refuse the unsafe work. The steps to refuse must be posted at the worksite.

Workers cannot be disciplined for complying with the legislation. An employee has the legal right to a healthy and safe workplace.

ARTICLE 5 - UNION SECURITY

5.01 All Employees to be Members

All employees who are members of Local 2769 at the time of the signing of this Collective Agreement shall remain members in good standing of the Union.

5.02 Recognition of the Union

All new employees covered by the terms of this Agreement shall become and remain members in good standing of the Union.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 Check-off of Payments

The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members. The Union will advise the Employer, in writing, of any changes to dues or assessments at least thirty (30) days in advance of these changes coming into effect.

6.02 Deductions

Deductions shall be made from the payroll on a bi-weekly basis and shall be forwarded to CUPE National, whichever the Local directs, not later than the fifteenth (15th) day of the month following, accompanied by a list of names, hours worked and amount deducted for each employee. The Employer will provide the Union with both employees' address changes and new employees' addresses.

6.03 Dues Receipts

The Employer shall note the amount of Union dues paid by each Union member on the T-4 slips that are provided annually.

ARTICLE 7 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

7.01 New Employees

The Employer will acquaint new employees being hired of the existence of the Union and issue them with a copy of the Agreement.

ARTICLE 8 - CORRESPONDENCE

8.01 Correspondence

All Employer correspondence addressed to the Union shall be directed to the Recording Secretary of the Union. All Union correspondence addressed to the Employer shall be directed to the Superintendent of Schools or designate.

ARTICLE 9 - LABOUR-MANAGEMENT COMMITTEE

9.01 Establishment of Committee

A Labour-Management Committee shall be established consisting of up to three (3) representatives of the Union and up to three (3) representatives of the Employer. Additional representatives may attend upon agreement by the Committee. The Committee shall enjoy the full support of both parties to this Agreement in the interests of maximum service to the Employer and its employees.

9.02 Function of Committee

The primary purpose of this Committee is to foster a harmonious relationship between the Employer and its employees, and to this end, the Committee shall concern itself only with the following general matters:

- considering suggestions to improve relations between the Employer and its employees;
- improving services and promoting safety practices within School District No. 84;
- providing recommendations relating to improving services and maximizing efficiencies;
- dealing with matters that relate to the administration of the Collective Agreement.

9.03 Meetings of Committee

The Committee shall meet at least once quarterly, if requested by either party.

9.04 Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining. The Committee shall not supersede the activities of any other committee of the Union or the Employer. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

9.05 Minutes of Meeting

All meetings shall be chaired by an Employer representative who shall be responsible for the generation and distribution of minutes.

9.06 Access to Facilities

The Union shall have the right to use school facilities and equipment for meetings and other Union activities, at no cost.

9.07 Bulletin Board

The Union shall have the right to post notices of activities and matters of Union concern on bulletin boards. These bulletin boards shall be provided in each staff room in each school and administration building.

9.08 Internal Mail

The Union shall have free access to the Employer's mail service, employee mailboxes, and worksite email for communication purposes.

9.09 Access to Employer Information

The Employer, upon request by the Union, agrees to provide to the Union:

- a. upon the provision of an employee release form by the Union, a list of Union members reflecting names, addresses and phone numbers;
- b. notification of all Union job positions, transfers, hirings, resignations and suspensions.

ARTICLE 10 - LABOUR MANAGEMENT BARGAINING RELATIONS

10.01 Union and Employer Representatives

The Union will supply the Employer with the names of its Officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

10.02 Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed and consist of not more than three (3) members of the Union. The Union will advise the Employer of the Union members of the Committee.

10.03 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 or any other advisors when dealing or negotiating with the Employer.

10.04 Meeting of Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement.

10.05 Technical Information

Within ten (10) days of a request by the Union, the Employer shall make available to the Union any information available to the public at large.

ARTICLE 11 - BOARD MEETINGS

11.01 Issues Affecting Working Conditions

The Employer agrees that all issues which affect working conditions of the employees covered by this Agreement shall be communicated to the Union before the Employer renders a final decision on the issues. This provision is intended to provide the Union with information and to afford the Union the opportunity of providing the Employer with data relevant to the issues which may assist in its deliberations. Board Policy shall not supersede the Collective Agreement.

11.02 Minutes of Meetings

The Employer agrees to send one (1) copy of minutes of regular Board Meetings to the Secretary of the Union.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 Shop Stewards

- a. Shop Stewards may be appointed by the Union. Stewards shall inform their Supervisors of the need to be absent from work in order to attempt to resolve problems during working hours without loss of pay, but shall do so with a minimum of interruption of a work production period. No Steward will leave their assigned duties without permission, which shall not be unreasonably withheld.
- b. The Union shall notify the Employer in writing of the name of each Steward and the area(s) they represent and the name of the Chief Steward, before the Employer shall be required to recognize same.

12.02 Grievance Procedure

Any difference arising between the parties and/or an employee(s) and the Employer shall be resolved without work stoppage in the following manner:

Step 1:

The employee(s), accompanied by a Union representative, or a co-worker, shall first discuss the matter with their immediate Supervisor within fifteen (15) working days of the occurrence of the alleged grievance. A decision of the Supervisor shall be rendered, in writing, within five (5) working days of this meeting.

Step 2:

If the grievance is not resolved in Step 1, the employee(s) shall submit the grievance to the Union.

Step 3:

If the Union considers the grievance to be justified, the Union shall submit the grievance in writing to the Superintendent of Schools or designate within ten (10) working days of the written decision of the Supervisor at Step 1. The Superintendent of Schools or designate and the Supervisor shall meet with the grievor and a Shop Steward or other representative of the Union within ten (10) working days of receipt of the grievance in an attempt to resolve the grievance. A decision of the Superintendent of Schools or designate shall be rendered, in writing, within five (5) working days.

Step 4:

If the grievance is not resolved in Step 3, the grievance shall be considered at a meeting between a Grievance Committee of the Board of School Trustees consisting of three (3) representatives of the Board of School Trustees (at least one (1) of whom shall be a Trustee), and the Union consisting of up to three (3) members of the Union, within fifteen (15) working days from the written decision of the Superintendent of Schools or designate at Step 3. The decision of the Grievance Committee of the Board of School Trustees shall be rendered, in writing, within five (5) working days.

12.03 If the grievance is not resolved at Step 4, either party may refer the grievance to Arbitration as outlined in Article 13 (Arbitration).

12.04 **Union May Institute a Grievance**

Where more than one (1) employee lodges a grievance on substantially the same matter, such grievance may be combined into one (1) grievance on behalf of all grievors.

Where an employee lodges a grievance by telephone, such grievance must be confirmed in writing and signed by the individual grievor prior to implementation of Step 3 in Clause 12.02 (Grievance Procedure) above.

12.05 **Mutually Agreed Changes**

Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the Grievance and Arbitration Procedure.

ARTICLE 13 - ARBITRATION

13.01 **Composition of the Board of Arbitration**

When either party requests that a grievance be submitted to a Board of Arbitration, the request shall be made in writing to the other party of the Agreement indicating the name of its nominee on the Arbitration Board. Within five (5) days thereafter, the other party shall answer in writing indicating the name and address of its appointee to the Arbitration Board. The two (2) arbitrators shall then meet to select an impartial Chairperson.

13.02 **Failure to Appoint**

If the party receiving the notice fails to appoint an Arbitrator, or the two (2) appointees fail to agree upon a Chairperson within ten (10) days of their appointment, the appointment shall be made by the Minister of Labour upon request from either party.

13.03 **Board of Arbitration Procedure**

The Board of Arbitration shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the Chairperson is appointed or such other period of time the Board determines.

13.04 Decision of the Board of Arbitration

The decision of the majority shall be the decision of the Board of Arbitration. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board of Arbitration. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. HOWEVER, the Board of Arbitration shall have the power to dispose of a grievance by any arrangement which it deems just and equitable and is in keeping with this Collective Agreement.

13.05 Disagreement on Decision

Should the parties disagree as to the meaning of the Board of Arbitration's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board of Arbitration to clarify the decision, which it shall do within five (5) days of the request being made, or such other period as the Board deems appropriate.

13.06 Expenses of the Board of Arbitration

Each party shall pay:

- a. the fees and expenses of the arbitrator it appoints;
- b. one-half (½) of the fees and expenses of the Chairperson.

13.07 Amending of Time Limits

The time limits fixed in both the Grievance and Arbitration Procedures may be extended, in writing, by consent of the parties to this Agreement.

13.08 Witnesses

At any stage of the Grievance or Arbitration Procedure, the parties shall have the assistance of any employees concerned as witnesses and any other witnesses. All reasonable arrangements will be made to permit the conferring parties or the Arbitrators to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

13.09 Single Arbitrator

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

13.10 Technical Error

It is the intent of both parties to this Agreement that no grievance shall be defeated merely because of a technical error, other than time limitations, in processing the grievance through the Grievance Procedure.

ARTICLE 14 - DISCHARGE, SUSPENSION, DISCIPLINE AND VOLUNTARY TERMINATION

14.01 Discipline and Dismissal

An employee may, for just and reasonable cause, be disciplined or dismissed without notice by the Employer.

14.02 Termination Notice

- a. Except in the case of dismissal for just and reasonable cause, employees who have completed their probationary period shall be given two (2) weeks notice of termination of employment or two (2) weeks pay in lieu thereof.

- b. An employee voluntarily leaving the service of the Employer shall be required to give the Superintendent of Schools or designate two (2) weeks notice of termination of employment.

14.03 **Suspension**

Any employee may be suspended for just and reasonable cause by his/her immediate Supervisor pending investigation by a Grievance Committee. Should just and reasonable cause not be justified, the employee shall be reinstated with full benefits and paid for the time lost.

14.04 **Warnings**

Whenever the Employer or its authorized agents deems it necessary to censure an employee in a manner indicating that dismissal may follow any further infraction, or may follow if such employee fails to bring his/her work up to a required standard by a given date, the employee as well as the Secretary of the Union, shall be given written notice of the action taken within five (5) days of such action taking place.

14.05 **Access to Personnel File**

- a. An employee shall have the right to review their personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record provided the reply has not resulted in the removal of the original document.
- b. The employee, at their discretion, may be accompanied by a Union representative at no cost to the Employer.
- c. There shall be only one (1) personnel file for each employee, which shall be maintained at the Board Office in the custody of the Superintendent of Schools or designate.
- d. An employee may apply to have adverse reports and/or suspension notices removed from their personnel file and may not be used against them after three (3) years from the filing provided that no further material has been subsequently filed.

14.06 **Right to Have Steward Present**

Where a Supervisor intends to interview an employee for disciplinary purposes, the Supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact a Steward to be present at the interview. A Steward or Local Union Officer shall have the right to consult with a CUPE Staff Representative and to have them present at any discussions with supervisory personnel. Supervisory representatives shall not exceed CUPE representatives.

14.07 **Notification**

The employee as well as the Secretary of the Union shall be given written notice of the action taken under Clauses 14.01 (Discipline and Dismissal), 14.02 (Termination Notice), and 14.03 (Suspension) within five (5) days of such action taking place.

14.08 **Crossing of Picket Lines During Strike**

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

ARTICLE 15 - SENIORITY

15.01 Seniority Defined - Regular Employees

Seniority is defined as the length of service in the bargaining unit as a regular employee. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the workforce, and recall, as set out in other provisions of this Agreement. After completion of the probationary period, seniority shall be effective from the commencement of the probationary employment. Seniority shall operate on a bargaining unit-wide basis.

15.02 Seniority Defined - Temporary Employees

- a. Temporary employees shall accumulate secondary seniority in accordance with the number of days worked after the employee has worked fifteen (15) shifts in any six (6) month period.
- b. Secondary seniority shall be used for the purpose of applying for posted vacancies.
- c. Temporary employees who are subsequently hired to a regular position in accordance with Clause 16.01 (Job Postings) shall be accorded seniority retroactive equal to the total of the secondary seniority and probationary period(s).

15.03 Seniority List

A seniority list will be published by the Employer each year in the month of September and a copy will be sent to the Recording Secretary of the Union and will be posted on all worksite bulletin boards.

A secondary seniority list will be published each year in the month of September and a copy will be sent to the Recording Secretary of the Union and will be posted on all worksite bulletin boards.

15.04 Probation

- a. Employees will be considered probationary for forty-five (45) worked days of employment from their initial date of appointment.
- b. Employees whom the Employer feels may aspire to a position if given an extension of probation may be granted an extension of thirty (30) calendar days upon mutual agreement with the Union.
- c. During the probationary period, an employee may be transferred or terminated, for just and reasonable cause.

15.05 Loss of Seniority

Employees shall not lose seniority rights nor have their continuous service record interrupted if they are absent from work as a result of sickness, accident, layoff, or leave of absence with pay approved by the Employer. Vacation leaves shall not accrue during layoff of thirty (30) calendar days or more. Employees shall only lose their seniority or continuous service in the event:

- a. They are dismissed for just and reasonable cause and are not reinstated.
- b. They resign.
- c. Following a layoff they fail to return to work within seven (7) calendar days after being notified by registered mail to do so, unless through illness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of the employee's current address.
- d. They are laid off for a period longer than twenty-four (24) months. However, the recall period will be extended by the number of days an employee may work on a temporary assignment.

15.06 Ten (10) and Ten and One-Half (10½) Month Employees

For the purpose of seniority, ten (10) and ten and one-half (10½) month employees will be considered full-time employees.

15.07 **Leave of Absence**

Periods of leave of absence without pay in excess of thirty (30) cumulative days in a calendar year shall not be counted in the accumulation of seniority, vacation entitlements or employee benefits. This excluded leaves taken under Clause 23.09 (Pregnancy and Parental Leave).

ARTICLE 16 - PROMOTIONS AND STAFF CHANGES

16.01 **Job Postings**

- a. When a vacancy occurs which is in excess of one (1) month, or when a new job is created within the bargaining unit, such vacancy or new job must be posted on the bulletin board, advertised on local TV and may be concurrently advertised outside. No consideration shall be given to outside applications until the applications received within the five (5) working days posting period of present employees have been fully considered.
- b.
 - i. Temporary assignments shall be offered firstly to regular employees in the worksite who apply under a) above, if the regular employee is qualified. At the end of the temporary assignment the employee shall return to their regular position.
 - ii. If there are no regular employees who accept a temporary assignment then temporary employees within each community shall be offered such assignments based on their secondary seniority. It is understood that employees must be qualified for the work offered.
- c. **Assignments Not Requiring a Job Posting**
 - i. If a temporary assignment becomes available which is not less than five (5) working days and not more than one (1) month, such time will be offered to the senior qualified regular employee in the worksite.
 - ii. If a temporary position identified in (i) above is not filled by a regular employee, such time will be offered to qualified temporary employees within each worksite based on their secondary seniority.

16.02 **Information on Posting**

The posting shall include the nature of the position, location, qualifications, required knowledge, education, experience and skills, as specified in the recognized job description. The posting shall also include the hours of work and the rate of pay.

16.03 **Promotions and Transfers**

In making staff changes, transfers or promotions, all as a result of the posting process, the Employer shall choose the successful applicant based on the posted requirements outlined in Clause 16.02 (Information on Posting) and seniority. All appointments shall be made on the basis that the first three (3) months of continuous employment be a trial period. No evaluation shall be made on employees during the first two (2) weeks of the trial period while the employees orientate and familiarize themselves in the position. If, at the end of that period, the employee does not prove satisfactory, or if the employee so desires, then such employee shall be returned to the employee's former position, without loss of seniority or wages in such former position, providing the original position has not been eliminated. If the original position has been eliminated, the employee may exercise their bumping rights in accordance with Article 17.

16.04 **Notification**

The Employer will notify the Union in writing within seven (7) working days of any hiring, promotions, transfers, terminations, layoffs, recalls, warnings, and suspensions. The Employer agrees to notify the Union of all Union applicants and their seniority dates.

16.05 **Disabled Employees Preference**

Employees covered by this Agreement who have given good, faithful and long service to the Employer and who, through advancing years or disablement, are unable to perform their regular duties satisfactorily, shall be given the preference of any light work available at the wage payable at the time for the position to which they are assigned.

16.06 **Training**

- a. The Employer subscribes to Professional Development of employees within the bargaining unit and within the provisions of its operating budget. Provisions for this training will be made in consultation with the Union.
- b. A minimum of three (3) Professional Development days for Teacher Assistants and one (1) Professional Development day for all other employees shall be provided by the Employer during each school year. All requests for Professional Development are to be submitted to the Supervisor, with a copy to the Union and the Superintendent of Schools.
- c. The Employer will continue to forward to the Union six thousand dollars (\$6,000.00) per annum for Professional Development for employees covered by this Collective Agreement. A joint Union/Employer Professional Development Committee will determine spending guidelines and appropriate activities. All requests are to be forwarded to this Committee.

16.07 **Orientation**

Orientation of replacement employees may be done by the incumbent of the position, where possible. The orientation shall be a minimum of one (1) shift.

ARTICLE 17 - LAYOFFS AND RECALLS

17.01 **Definition of Layoff**

- a. A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement. In case of layoff, seniority shall be the determining factor, if required.
- b. **Layoff**
Should the Employer deem it necessary to layoff or reduce hours of work for members of the Union, they shall consult with the Union no less than twenty-two (22) working days prior to the proposed layoff/reduction.

17.02 **Advance Notice of Layoff**

The Employer shall notify regular employees who are to be laid off twenty (20) working days prior to the effective date of layoff. If the regular employee has not had the opportunity to work the days as provided in this provision, he/she shall be paid for the days for which work was not made available. This Clause does not apply to a temporary layoff which is a result of emergency conditions beyond the control of the Employer, such as fire or natural disaster.

17.03 **Role of Seniority in Layoff – Regular Employees**

- a. In the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit-wide seniority. An employee who has received layoff notice may bump any employee with less seniority providing the employee exercising the right has the ability and is qualified to perform the work of the less senior employee. The right to bump shall include the right to bump up.
- b. Where two (2) or more employees have the same seniority date, the posting number will determine the order of seniority. If the posting number is the same, then the date and time of receipt of the letter of application will determine the order of seniority.

- c. Regular employees who have received layoff notice may exercise bumping rights under the following conditions:
 - i. An employee may bump a less senior employee providing the employee has the necessary qualifications and ability to fill the position. The right to bump shall include the right to bump up.
 - ii. An employee shall notify the Employer in writing within five (5) working days of receiving layoff notice, whether bumping rights will be exercised or whether the employee opts for layoff.
 - iii. These provisions do not apply to a temporary layoff of ten (10) working days or less as a result of emergency conditions beyond the control of the Employer such as a fire or natural disaster.

Additionally, ten (10) month employees shall not have the right to bump during the Winter break, Spring break, the Summer closure period and for four (4) out of the number of non-instructional days as set out in the *School Act Regulations*.
- d. Employees who receive layoff notice and who possess bumping rights shall be permitted to opt for layoff.
- e. Those employees laid off during Winter break, Spring break and the Summer closure period and/or employees who are on the recall list shall have the first option for all available work, except for work traditionally done by student labourers. Employees interested in this work, shall provide the Employer with a letter by the end of September of each year indicating their interest to work and such positions they are qualified to do.

17.04 Recall Procedure

- a. Recall shall be in reverse order of layoffs providing the regular employee has the necessary qualifications and ability to fill the position. Those employees who are laid off and subsequently recalled to fill a position for a specific period of short duration shall be exempted from the notice provision contained in Clause 17.02 (Advance Notice of Layoff).
- b. New employees shall not be hired until those employees on layoff have been given an opportunity of recall pursuant to Section (a) above.
- c. Employees on the recall list shall notify the Employer of their current phone number, current residence and availability for employment.
- d. Employees on the recall list who refuse three (3) consecutive requests to work within a six (6) month period (without just cause) shall forfeit their recall rights and shall be terminated. Severance pay will be issued as per Clause 17.06.

17.05 Grievance on Layoffs and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step 3 of the Grievance Procedure.

17.06 Severance Pay

- a. An employee who is laid off may elect to receive severance pay at any time during the term of his/her recall period. The recall period is the period as defined in Section 15.05(d) (Loss of Seniority) immediately following the date of issue of notice of layoff.
- b. Severance pay shall be calculated at the rate of five percent (5%) of the employee's calculated annual earnings, based on the rate of pay and hours of work in effect at the time of layoff, for each year of service or portion thereof, to a maximum of one (1) year's pay.
- c. An employee who receives severance pay pursuant to this Agreement and is subsequently rehired by the Employer, shall retain any payment made under the terms of this Agreement, and in such case, for purposes only of Section (b) above, years of service shall begin with the date of such rehiring.

ARTICLE 18 - HOURS OF WORK

18.01 Hours of Work

- a. The regular work day for all employees covered by Schedule "A" attached hereto and forming part of this Agreement, shall be eight (8) hours, exclusive of meal times. The regular work day for all employees covered by Schedule "B" attached hereto and forming part of this Agreement shall be seven (7) hours, exclusive of meal times.
- b. The regular work week for all employees covered by Schedule "A" attached hereto and forming part of this Agreement shall be forty (40) hours per week, exclusive of meal times. The regular work week for all employees covered by Schedule "B" attached hereto and forming part of this Agreement shall be thirty-five (35) hours, exclusive of meal times.

18.02 Regular Work Week

The regular work week shall not exceed five (5) consecutive work days, Monday to Friday, according to posting.

18.03 Split Shifts

It is recognized and accepted by the Union that in order to provide full employment for individual employees, situations will occur which necessitate split shifts. Split shifts for other than custodial staff will require consultation and agreement between the Board and the Union.

18.04 Reporting Pay Guarantee

Employees starting work in any day and being sent home before they have completed four (4) hours work shall be paid for four (4) hours at their regular rate of pay. In the event that employees report for work but are sent home before commencing work, they shall be paid for two (2) hours at regular rate, unless they were advised by the Employer not to report for work as per Article 17.02.

18.05 Rest Periods

An employee shall be permitted a rest period of fifteen (15) consecutive minutes in each half of their respective shifts, if the shift duration exceeds four (4) hours. If the shift does not exceed four (4) hours, a single rest period shall be permitted.

18.06 Four (4) Hour Minimum Work Day

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

- f. The parties shall refer the rate of pay for any combined job arising out of the implementation of the four (4) hour minimum to the Job Evaluation Maintenance Agreement between the parties.

ARTICLE 19 - OVERTIME

19.01 Overtime

All hours worked in excess of eight (8) hours per day in the case of Schedule "A" workers and seven (7) hours per day in the case of Schedule "B" workers shall be deemed as overtime, and all hours worked in excess of forty (40) hours per week in the case of Schedule "A" workers and all hours worked in excess of thirty-five (35) hours per week in the case of Schedule "B" workers shall be deemed to be overtime.

19.02 Time Off in Lieu of Wages

For the term of this Agreement, overtime shall normally be compensated through the granting of compensatory time off in lieu of wages. Such time off shall be at the appropriate rate. Compensatory time off shall be taken at a mutually agreeable time and shall not be unreasonably withheld.

19.03 Authorization of Overtime Compensation

All overtime must be authorized in advance by the Superintendent of Schools or designate, and shall be paid as follows:

Schedule "A" Employees

- a. Time and one-half (1½) the employee's regular hourly rate of pay for each of the first three (3) hours worked in excess of eight (8) hours in any one (1) day, and double (2) the employee's regular hourly rate of pay for each hour worked in excess of eleven (11) hours in any one (1) day.
- b. Time and one-half (1½) the employee's regular hourly rate of pay for each of the first eight (8) hours worked in excess of forty (40) hours in any one (1) week, and double (2) the employee's regular hourly rate of pay for each hour worked in excess of forty-eight (48) hours in any one (1) week, excluding hours worked in excess of eight (8) hours in any one (1) day.

Schedule "B" Employees

- c. Time and one-half (1½) the employee's regular hourly rate of pay for each of the first three (3) hours worked in excess of seven (7) hours in any one (1) day, and double (2) the employee's regular hourly rate of pay for each hour worked in excess of ten (10) hours in any one (1) day.
- d. Time and one-half (1½) the employee's regular hourly rate of pay for each of the first seven (7) hours worked in excess of thirty-five (35) hours in any one (1) week and double (2) the employee's regular hourly rate of pay for each hour worked in excess of forty-two (42) hours in any one (1) week, excluding hours worked in excess of seven (7) hours in any one (1) day.

19.04 Call Out

Employees called out for special or emergency work after regular shift or on the first (1st) or second (2nd) days of rest will be paid a minimum of three (3) hours pay at overtime rates.

19.05 Work on a Statutory Holiday

Any time worked on a Statutory Holiday shall be paid overtime rates in accordance with Sections 19.03 (a) and (c) (Authorization of Overtime Compensation). In addition, the employee shall have a day off with pay at a mutually agreeable time.

19.06 Work During Vacation

No employee shall be required to work during his/her vacation period. Should the Employer request an employee to work during his/her vacation period, the employee shall be paid as in Schedule "A" plus any other arrangements made between the employee and the Employer.

19.07 Overtime for Part-time Employees

Part-time employees shall not be paid overtime rates unless they have worked more than seven (7) hours (Schedule "B" employees) or eight (8) hours (Schedule "A" employees) in any one (1) day.

ARTICLE 20 - HOLIDAYS

20.01 Statutory Holidays

After thirty (30) days continuous employment, employees shall be granted a day off, at the employee's regular daily rate of pay, for the following Statutory Holidays:

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

AND any other day proclaimed by the Federal or Provincial Governments, PROVIDING employees have earned wages in fifteen (15) of thirty (30) calendar days before or after a Statutory Holiday. If a Statutory Holiday occurs within an employee's annual vacation, an extra day of vacation will be allowed in lieu thereof to be taken at a mutually agreeable time. Part-time employees shall be granted a day off on a pro-rata basis.

20.02 Scheduled Day Off

When any of the above-mentioned holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed between the employee and the Employer.

ARTICLE 21 - VACATIONS

21.01 Working Year

For ten (10) month employees, the working year for the purpose of calculating annual vacation entitlement shall be the period from September 1st to June 30th of the school year. Gross earnings shall be calculated during the above noted time. Workers' Compensation benefits will be included in the calculation of gross earnings.

For ten and one-half (10 ½) month employees, the working year for the purpose of calculating annual vacation entitlement shall be the period from one (1) week before the first day of school in September to one (1) week after the last day of school in June of the school year. Gross earnings shall be calculated during the above noted time. Workers' Compensation benefits will be included in the calculation of gross earnings.

For twelve (12) month employees, the working year for the purpose of calculating annual vacation entitlement shall be the period January 1st to December 31st of a given year. Gross earnings shall be calculated during the above noted time. Workers' Compensation benefits will be included in the calculation of gross earnings.

21.02 Less than One (1) Year of Service

An employee who will have completed less than one (1) year of continuous service by December 31st in any calendar year shall receive one (1) day's vacation per month during the following calendar year. Pay in respect of this vacation shall be four percent (4%) of gross earnings from the Employer during that working year.

21.03 One (1) to Six (6) Years of Service

An employee who will have completed more than one (1) but fewer than seven (7) continuous years of service by December 31st of any calendar year shall receive fifteen (15) days vacation during the following calendar year. Pay in respect of this vacation shall be six percent (6%) of gross earnings from the Employer during that working year.

21.04 Seven (7) to Fourteen (14) Years of Service

An employee who will have completed seven (7) years or more but less than fifteen (15) continuous years of service by December 31st in any calendar year shall receive twenty (20) days vacation during the following calendar year. Pay in respect of this vacation shall be eight percent (8%) of gross earnings from the Employer during that working year.

21.05 Fifteen (15) to Twenty-One (21) Years of Service

An employee who will have completed fifteen (15) years or more but less than twenty-one (21) continuous years of service by December 31st in any calendar year shall receive twenty-five (25) days vacation during the following calendar year. Pay in respect of this vacation shall be ten percent (10%) of gross earnings from the Employer during that working year.

21.06 Twenty-Two (22) or More Years of Service

An employee who will have completed twenty-two (22) or more years of continuous service by December 31st in any calendar year shall receive thirty (30) days vacation during the following calendar year. Pay in respect of this vacation shall be twelve percent (12%) of gross earnings from the Employer during that working year.

21.07 Vacation List

A vacation list for twelve (12) month employees will be prepared no later than January 31st of each year indicating their vacation entitlement as of December 31st of the previous year. A copy of this list will be supplied to the Union. The Employer will provide, to all other employees, information regarding their vacation entitlement upon request.

21.08 Vacation Schedule

A blank employees' vacation planner will be prepared by the Employer and posted on the bulletin board on or before January 15th.

a. Twelve (12) Month Employees

Employees who are employed on a twelve (12) month basis shall schedule their vacation during the calendar year. In order to exercise their seniority for vacation preference, employees shall make known their vacation date by March 15th. All vacation requests made after March 15th shall be approved on a "first come first served" basis.

b. Ten (10) and Ten and One-Half (10½) Month Employees

Employees who are employed on a ten (10) and ten and one-half (10½) month basis shall schedule their vacation during Winter or Spring break periods. Any remaining vacation with pay entitlement may be taken at any other time during the school year, provided such request is approved by the Employer.

- c. Any remaining vacation allotment at the end of the school year shall be paid out to the employee on the next regularly scheduled pay day, and the Employer shall contribute to the employee's pensionable earnings, accordingly.

The Employer shall notify employees as to their decision on all vacation requests within fourteen (14) days.

21.09 Carry Over

Employees shall be allowed to bank up to one (1) week of vacation with pay per year. This banked time must be taken within a three (3) year period.

21.10 Vacation Pay - Temporary Employees

Temporary employees shall be paid four percent (4%) in addition to their regular hourly rate of pay in lieu of vacation pay entitlement.

21.11 Sick Leave While on Vacation

Employees on vacation who become ill or injured and are hospitalized for a minimum of three (3) days, shall be entitled to convert their vacation time to sick leave for the days while in hospital, and subsequent home care if needed, as confirmed by a medical certificate.

ARTICLE 22 - SICK LEAVE PROVISIONS

22.01 Sick Leave Entitlement

Employees shall be entitled to sick leave accumulated at a rate of one and one-half (1½) days per month to a total of one hundred and eighty (180) work days. One (1) day of sick leave shall be equal to an employee's daily regular rate on hours worked.

22.02 Reasonable Notice

Employees will notify the Employer as soon as possible if they are to be absent from duty because of sickness or health reasons and are expected to give the Employer reasonable notice of their anticipated return to work, otherwise an additional day of sick leave will be charged.

22.03 Proof of Illness

Sick leave with pay will only be granted because of sickness, health reasons or injury. An employee may be required to provide proof of sickness or medical appointments necessitating sick leave, which shall include benefits arising from Clause 23.06 (Illness Leave).

22.04 Workers' Compensation

Sick leave shall be paid from the first day of injury for days not covered by the *Workers' Compensation Act* when the employee has accumulated sick leave.

22.05 Medical Examination

The Employer may require an employee to undergo a medical examination based on the advice of the school medical officer.

22.06 Sick Leave Records

Each employee shall receive, by September 30th, an annual accounting of his/her accumulated sick leave.

ARTICLE 23 - LEAVE OF ABSENCE

23.01 Leave for Union Business

Time off with pay will be granted for Union members authorized to act on Committees arising out of the administration of this Collective Agreement. The Employer will make every effort to schedule Committee meetings during normal working hours.

23.02 Leave for Union Functions

Official representatives of the Union, to a maximum of three (3), will be granted leave of absence without pay to attend Union conventions or perform any other function on behalf of the Union and its affiliates PROVIDING not more than one (1) Union representative in each category by work area shall be away at the same time. No leave under this Clause shall exceed five (5) working days plus reasonable travel time if necessary. Such leaves of absence shall not affect an employee's seniority and/or benefits contained within this Agreement.

23.03 Leave for Full-time Union or Public Duties

Any employee who is elected or selected to any position with the Union or any body with which the Union is affiliated may be granted a leave of absence without pay for a period of up to one (1) year and such leave may be renewed each year upon request.

23.04 Notification of Leave for Union Business

Two (2) weeks notice shall be given by the Union to the Employer for leaves of absence granted under Clause 23.02 (Leave for Union Functions) and two (2) months notice shall be given by the Union for leaves of absence granted under Clause 23.03 (Leave for Full-time Union or Public Duties).

As much notice as is possible shall be given by the Union to the Employer for leave of absences granted under Clause 23.01 (Leave for Union Business). It will be the responsibility of each affected employee to notify directly the Superintendent of Schools or designate prior to the leave being taken.

23.05 Bereavement Leave

A regular employee shall be granted absence from duties without deduction in wages for a maximum of five (5) days in the case of death in the immediate family. Additional time off may be granted without pay.

23.06 Illness Leave

A regular employee may be granted absence from duties for a maximum of five (5) days in any one (1) calendar year, charged to the employee's accumulated sick leave, to care for a member of their immediate family.

23.07 Definition of Immediate Family

Immediate family, as used in Clauses 23.05 (Bereavement Leave) and 23.06 (Illness Leave) means parent, wife, husband, common-law spouse, brother, sister, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent-in-law, grandparent, grandchildren, former legal guardian and legal ward.

23.08 Notification to the Employer

Employees are required to inform the Employer in writing of the dates for bereavement or illness leave. In the case of illness leave, a statement of the attending physician must be submitted to the Employer. Such notification and statements must be submitted as soon as possible, but no later than the day following the employee's return to work.

23.09 Pregnancy and Parental Leave

Pregnancy and parental leave shall be granted in accordance with the provisions of the *Employment Standards Act*.

23.10 Paternity Leave

On the birth of a child the father may apply for and be granted paternity leave with pay up to a maximum of two (2) days (four [4] days in Kyuquot).

23.11 Jury Duty

Employees who are subpoenaed for jury duty or to act as a court witness shall continue to receive full pay while so engaged provided they turn over to the Employer any monies they receive for serving as a juror or witness during the time they would normally be working. Any employees so subpoenaed shall notify the Superintendent of Schools or designate as soon as is reasonably possible prior to the date of required attendance.

23.12 Unpaid General Leave

The Employer may grant leave of absence without pay to any employee requesting such leave, in writing, for good and sufficient cause. Such leave will not be unreasonably withheld.

23.13 Personal Business Leave

An employee may take up to three (3) days each year, without loss of wages, to attend to personal business. Such leave shall not be taken as vacation or to extend a vacation, to accompany a spouse on a business trip or the like. Reasonable prior notification should be given through the Supervisor to the Superintendent of Schools or designate.

ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES

24.01 Pay Days

Pay days will be every second Thursday with cutoff to be the previous Wednesday. Each employee shall be provided with an itemized statement of his/her wages, overtime and other supplementary pay and deductions each pay period. Each employee shall execute a form authorizing the Employer to deposit all payment of wages and allowances to the credit of the employee's account in a banking or similar savings institution.

24.02 Promotion

An employee promoted to a higher paying position carrying a single rate of pay shall receive the rate of pay and benefits for the position for the time he/she performs that job.

24.03 Pay on Temporary Transfer to Higher Rated Position

An employee temporarily assigned to a higher paying position shall receive the rate for that job.

24.04 Pay on Temporary Transfer to Lower Rated Position

When an employee is temporarily assigned to a position paying a lower rate, his/her rate shall not be reduced.

24.05 Automobile Allowance

Travel rates paid to an employee using his/her own automobile for the Employer's business shall be as follows:

- a. As a condition of employment the Employer shall not require an employee to own an automobile. If an employee does not elect to use his/her own automobile, the Employer shall when necessary, provide appropriate transportation.

- b. It shall be the responsibility of the employee to provide his/her own transportation to and from his/her place of residence to his/her normal place of work.
- c. The Employer shall pay an employee mileage allowance as established by School Board Policy as amended from time to time if the Employer requests, and the employee agrees, to use his/her own vehicle.

24.06 Leadhand Allowance

A leadhand employee is required to supervise other employees in addition to his/her regular duties. An employee assigned to a leadhand position shall receive an allowance of one dollar (\$1.00) per hour in addition to his/her regular rate of pay.

24.07 Training Allowance

When employees are required to train other employees in addition to their regular duties, they shall receive one dollar (\$1.00) per hour for the duration of the training period.

ARTICLE 25 - JOB CLASSIFICATION AND JOB DESCRIPTIONS

25.01 Job Classification, Reclassification and Declassification

a. Changes in Classification

When any position not covered by this Contract is established during the life of this Agreement, the rate of pay shall be subject to negotiation between the Employer or its representative and the Union.

b. Reclassification

When the duties of any job are changed or increased or when the Union and/or an employee feels a job is unfairly or incorrectly classified the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on a reclassification and/or rate of pay for the job in question, such disputes shall be submitted to Grievance and Arbitration for determination.

c. Job Descriptions

The Employer agrees to draw up job descriptions for all positions for which the Union is bargaining agent and to prepare a new job description whenever a new job is created or whenever the duties of a job change.

All job descriptions will be discussed with the Union. If such agreement on descriptions cannot be reached the issue may be subject to Grievance and Arbitration.

d. Declassification

Employees whose classification is reduced by a substantial change in duties shall have their wages maintained at their existing level for a period not to exceed one year, at which time it will be reduced accordingly.

e. Retroactivity

Requests for upward reclassification of existing positions shall not be retroactive beyond the date of the written reclassification request. The rate for new positions shall be retroactive to the time the new position was first filled by the employee.

f. Dispute Resolution

A dispute arising from the Employer's evaluation of a position shall be referred to Step 2 of the Grievance Procedure within ten (10) work days of receipt of the written notification regarding the reclassification.

ARTICLE 26 - EMPLOYEE BENEFITS

26.01 Employee Benefit Program

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

a. **Basic Medical**

B.C. Medical Services

- Premium cost to be borne by the Employer.

b. **Dental**

The Public Education Benefits Trust

- Plan "A" pays eighty percent (80%) of costs.
- Plan "B" pays fifty percent (50%) of costs.
- Premium cost to be borne by the Employer
- Plan "C" pays fifty percent (50%) of the costs to a lifetime maximum of one thousand five hundred dollars (\$1,500.00) per eligible family member.

c. **Extended Health Benefits**

The Public Education Benefits Trust

- Plan pays eighty percent (80%) of eligible costs after twenty-five dollars (\$25.00) annual deduction.
- Premium cost to be borne by the Employer.
- Coverage for the purchase of eyeglasses and contact lenses once every two (2) years to a maximum of one hundred fifty dollars (\$150.00) per eligible family member.

d. **Group Life**

The Public Education Benefits Trust

- Coverage of one (1) year's earnings with a minimum of twenty-five thousand dollars (\$25,000.00).
- Premium cost to be borne by the Employer.

e. **Municipal Pension Plan**

All members shall be enrolled pursuant to the rules of the Municipal Pension.

f. **Long Term Disability Plan**

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.

- g. In addition to the core Long Term Disability (LTD) Plan provided by the Public Education Benefits Trust (PEBT), the Employer agrees to administer and collect premiums from members for the Top Up Plan to bring the Long Term Disability (LTD) benefits to the previous level of coverage.

26.02 Temporary Employee Benefits

Temporary employees, not qualified for benefits pursuant to Clause 26.01 (Employee Benefit Program), shall receive a payment in lieu of benefits, equal to five percent (5%) of earnings.

26.03 Death Benefits

The Employer shall continue to provide the medical, extended health and dental benefits to dependents on the death of an employee for three (3) months. The dependents shall be notified in writing of the terms of these provisions.

26.04 Benefits Trust

The parties have agreed to participate in a jointly trustee benefits trust and shall place their dental, extended health, group life insurance benefit coverage specified in this Article as soon as the trust is able to take on that responsibility.

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

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

Participation in the benefits trust will be in accordance with the Industrial Inquiry Commissioners' Reports made by Irene Holden and Vince Ready dated May 30, 2000 and June 7, 2000, which specify the basis upon which school districts participate in the trust and as clarified in their Recommendations Regarding Outstanding Accord Matters dated March 21, 2001.

The parties further agree to participate in a government funded long-term disability plan and early return to work program in accordance with the Industrial Inquiry Commission Report(s) identified in the preceding paragraph.

The parties agree that any references to specific benefit carriers providing benefits identified above will be effective until the date of participation in the benefits trust.

ARTICLE 27 - HEALTH AND SAFETY

27.01 Workers' Compensation Board Occupational Health & Safety Regulations

The Workers' Compensation Board Occupational Health and Safety Regulations shall be deemed to be incorporated into this Collective Agreement.

27.02 Workers' Compensation Board Occupational Health and Safety Committee

A Workers' Compensation Board Occupational Health and Safety Committee shall be established for the purpose of jointly considering and improving health and safety conditions and practices. The Committee shall be composed of an equal number of Union and Employer representatives, but with a minimum of two (2) Union and two (2) Employer members. The Health and Safety Committee shall hold meetings when requested by the Union or the Employer. Minutes shall be taken of all meetings and copies shall be given to the Union and the Employer.

ARTICLE 28 - TECHNOLOGICAL CHANGES

28.01 Advance Notice

The Employer shall endeavour to notify the Union at least three (3) months before the introduction of any technological change which would adversely affect regular full-time employees' rates of pay, hours of work or other working conditions.

28.02 Consultation

Within fourteen (14) days of notification, the Union and the Employer or its representatives shall commence meetings for the purpose of determining what, if any, effects the proposed change may have on employees and further, after full effects have been determined, to negotiate terms and conditions that would be implemented in order that such effects be minimized.

28.03 Arbitration

If the Employer and the Union fail to agree, the matter shall be referred to the Grievance and Arbitration Procedure for the purpose of determining such matters.

28.04 Displaced Employees

An employee who is rendered redundant or displaced from his/her job as a result of technological change shall be given an opportunity to fill any vacancy for which he/she has seniority and which he/she is able to perform. If there is no vacancy he/she shall have the right to displace employees with less seniority consistent with the procedure outlined in Article 15 (Seniority).

28.05 Training Benefits

Where new or greater skills are required than are already possessed by affected employees under present methods of operation, such employee shall, at the expense of the Employer, be given a reasonable period of time to acquire the skills and knowledge necessitated by the new method of operation. There shall be no reduction in wages or salary rates during the training period.

ARTICLE 29 - JOB SECURITY

29.01 Contracting-Out

No existing employees of the Employer shall lose their job or suffer a reduction in hours or income as a result of contracting-out or failure to recall employees on layoff pursuant to Clause 17.04 (Recall Procedure).

ARTICLE 30 - PROTECTIVE CLOTHING AND TOOLS

30.01 Protective Clothing

The Employer will supply safety boots to each maintenance employee. The Employer will supply safety gear to all employees as required (eg. coveralls or smocks, gloves, hard hats, etc.).

30.02 Tools

Regular maintenance employees will supply small tools in order to perform assigned work. The Employer will reimburse employees for the cost of damaged or worn-out tools. The Employer will replace all such tools which are lost or damaged as a result of fire or theft.

ARTICLE 31 - PRESENT CONDITIONS AND BENEFITS

31.01 Present Conditions

No employee presently employed by the Employer shall suffer a reduction in compensation and/or privileges because of implementation of this Agreement.

ARTICLE 32 - COPIES OF AGREEMENT

32.01 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason the Employer shall print, at its own cost, sufficient copies of the Agreement within thirty (30) days of signing.

ARTICLE 33 - GENERAL

33.01 Plural or Feminine Terms May Apply

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

33.02 Employee Vehicles

The Employer shall reimburse employees for acts of vandalism to their vehicles while on school property during working hours of the employee, including overtime. Such reimbursement shall be the least of the deductible for the vehicle's comprehensive insurance coverage or the actual cost of repairs.

33.03 Personal Professional Materials

The Employer shall reimburse an employee for the loss by theft, fire or malicious damage to personal professional materials stored on Employer property, providing the Supervisor was informed of the intended use of the materials. Such reimbursement shall be the least of the deductible for the employee's insurance coverage or the actual cost of repairs.

ARTICLE 34 - TERM OF AGREEMENT

34.01 Duration

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

34.02 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

34.03 Notice of Changes

Either party desiring to propose changes to this Agreement shall, between the period of thirty (30) and ninety (90) days prior to the termination date, give notice in writing to the other party of the changes proposed. Within five (5) working days of receipt of such notice by one (1) party, the other party is required to enter into negotiations for a new Agreement.

ARTICLE 35 – RETIREMENT

35.01 Vacation Payout

The retirement age for employees shall be as contained in the Municipal Pension Plan. Employees who so desire may complete the year in which their retirement age is reached, provided they advise the Board in writing. As per current practice, any vacation pay owing to employees on retirement shall be paid to the employee.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed this 5th day of June 2006, by affixing the signatures of their Officers thereunto lawfully authorized in that behalf.

**SIGNED FOR THE BOARD
OF SCHOOL TRUSTEES,
SCHOOL DISTRICT NO. 84
(VANCOUVER ISLAND WEST)**

**SIGNED FOR THE CANADIAN
UNION OF PUBLIC
EMPLOYEES, LOCAL NO. 2769**

APPENDIX "A"

	July 1/06 2%	Trades \$.60	July 1/07 2%	Trades \$.60	July 1/08 2%	Trades \$.60	July 1/09 2%	Trades \$.30
SCHEDULE "A" EMPLOYEES								
Bus Driver	21.14		21.57		22.00		22.44	
Carpenter	25.26	25.86	26.38	26.97	27.51	28.11	28.67	28.97
Computer Technician I	23.86		24.33		24.82		25.32	
Computer Technician II	20.97		21.39		21.82		22.25	
Custodian I (Multi-Location)	22.22		22.66		23.12		23.58	
Custodian II	18.82		19.20		19.58		19.97	
Custodian II/Bus Driver/ Maintenance Worker	21.34		21.77		22.20		22.64	
Custodian II (CMESS)	21.69		22.12		22.56		23.01	
Custodian III	17.88		18.24		18.60		18.97	
Electrician	25.26	25.86	26.37	26.97	27.51	28.11	28.67	28.97
Labourer	17.40		17.75		18.10		18.47	
Maintenance Worker/Custodian II	21.34		21.77		22.20		22.64	
Painter	25.26	25.86	26.37	26.97	27.51	28.11	28.67	28.97
Student Labourer	12.28		12.53		12.78		13.03	

SCHEDULE "B" EMPLOYEES								
Administrative Assistant I	21.30		21.72		22.16		22.60	
Administrative Assistant II	18.80		19.17		19.56		19.95	
District Administrative Assistant	21.03		21.45		21.88		22.32	
District Office Administrative Assistant	18.80		19.17		19.56		19.95	
Library Assistant	16.80		17.14		17.48		17.83	
Library Assistant (GRSS)	17.51		17.86		18.22		18.59	
Native Education Program Assistant	16.50		16.83		17.17		17.51	
Noon Hour Supervisor	16.50		16.83		17.17		17.51	
Operations & Resources Administrative Assistant	20.39		20.80		21.21		21.64	
Payroll & Human Resources Administrative Assistant	22.29		22.74		23.19		23.65	
Special Needs Teacher Assistant I	20.97		21.39		21.82		22.25	
Special Needs Teacher Assistant II	18.81		19.18		19.57		19.96	
Youth and Child Care Worker	21.49		21.92		22.36		22.81	

LETTER OF UNDERSTANDING #1

between

**THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO. 84
(VANCOUVER ISLAND WEST)**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2769**

RE: JOB EVALUATION

The parties agree that the Terms of Reference dated February 26, 1997, the appendices, the Gender Neutral Job Evaluation Plan, the job descriptions, and any other documents agreed to by the J.J.E.C., shall be deemed to be included in the Collective Agreement.

Signed and dated this 5th day of June, 2006.

FOR CUPE LOCAL 2769:

**FOR SCHOOL DISTRICT NO. 84
(VANCOUVER ISLAND WEST):**

LETTER OF UNDERSTANDING #2

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 become 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 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 July 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

All parties to this Letter of Understanding agreed to the terms of this Letter of Understanding and signed on May 22nd, 2006.

This document has been reproduced from the original and it is duly noted that an item #26 did not appear in the original document.