

**COLLECTIVE AGREEMENT**

**between**

**BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 64 (GULF ISLANDS)**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 788**

**July 1, 2014 to June 30, 2019**

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**THIS AGREEMENT MADE THIS 17<sup>th</sup> DAY OF DECEMBER 2013**

**BETWEEN**

**THE BOARD OF EDUCATION OF  
SCHOOL DISTRICT # 64 (GULF ISLANDS)**

(hereinafter called the “Board”)  
**OF THE FIRST PART**

**AND THE**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 788**

(hereinafter called the “Union”)  
**OF THE SECOND PART**

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

**AND WHEREAS** the Board recognizes the Union as the sole bargaining agency on behalf of its employees within the classes represented by the Union in accordance with the Labour Code of British Columbia;

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

**NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:**



## **ARTICLE 1: DEFINITIONS**

### **1.01 Board of Education**

Wherever the phrase “Board of School Trustees” is used in any document between the parties it has the same meaning as the phrase “Board of Education”.

### **1.02 Regular Employee**

(a) A regular employee is an employee who has been appointed to a continuing position.

(b) A regular employee who has satisfactorily completed the probationary period shall be entitled to employee benefits as provided in Article 29.

### **1.03 Substitute/Casual Employee**

(a) A substitute/casual employee is an employee hired to fill a work requirement which is anticipated to be less than two calendar months in duration, such as:

1. Relieve in established positions;
2. Augment regular work force on temporary or seasonal work projects;
3. Work on capital work projects.

(b) Substitute/casual employees shall be entitled to all rights and benefits of this Agreement, except the provisions of the following: Articles 18, 23, 24, 25 (paid leaves), 27 and 29.

### **1.04 Temporary Employee**

(a) A temporary employee is a substitute/casual employee hired to fill a posted temporary position.

(b) Following three (3) months continuous employment, a temporary employee shall be entitled to sick leave and medical benefits as provided in the Collective Agreement.

## **ARTICLE 2: MANAGEMENT RIGHTS**

### **2.01 Management Rights**

(a) The Union recognizes the undisputed right of the Board to operate and manage the schools in accordance with its commitments and responsibilities and to make and alter from time to time rules and regulations to be observed by employees; such rules and regulations shall not be contrary to any provision of this Agreement.

(b) The Board shall always have the right to hire, assign, discipline and discharge employees for proper cause, and such right shall not be exercised in a manner inconsistent with the provisions of this Agreement.

## **ARTICLE 3: RECOGNITION AND NEGOTIATIONS**

### **3.01 No Other Agreements**

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

## **ARTICLE 4: HUMAN RIGHTS**

### **4.01 The Board Shall Not Discriminate**

The Board agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the application of this Agreement, nor by reason of membership or activity in the Union.

### **4.02 Employment Equity**

Matters related to employment equity will be referred to the Labour Management Committee.

### **4.03 Harassment**

- (a) The Board and Union recognize the right of employees to work in an environment free from sexual or personal harassment and agree to cooperate in attempting to resolve, in a confidential manner, any complaints of harassment which may arise in the work place.
- (b) Sexual harassment is defined as unwelcome sexual advances, requests for sexual favours and other verbal or physical conduct of a sexual nature when such conduct interferes with an individual's work performance or creates an intimidating, hostile or defensive working environment.
- (c) Personal harassment shall be defined as intentional, offensive comments and/or actions designed to demean and/or belittle an individual.
- (d) Any complaint alleging harassment will be dealt with as per Board policy through the grievance procedure.

### **4.04 Indemnification Clause**

The Board recognizes that as a general principle it has an obligation to its employees to indemnify them from damages and costs incurred by them as a result of actions or prosecutions brought against employees acting in the ordinary course of their duties.

## **ARTICLE 5: UNION SECURITY**

### **5.01 All Employees to be Members**

All employees of the Board, as a condition of ongoing employment, shall become and remain members in good standing in the Union according to the constitution and bylaws of the Union. All future employees of the Board shall, as a condition of ongoing employment, become and remain members in good standing of the Union within thirty (30) days of employment with the Board.

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

### **6.01 Check-off Payments**

The Board shall deduct from every employee any dues, initiation fees or assessments levied in accordance with the Union constitution and bylaws.

### **6.02 Dues Receipts**

Income Tax (T-4) slips shall show the amount of Union dues deducted from each employee.

## **ARTICLE 7: BOARD AND UNION SHALL ACQUAINT NEW EMPLOYEES**

### **7.01 Collective Agreement**

The Board shall make the current Collective Agreement available to all employees.

### **7.02 New Employees**

- (a) The Board and the Union will be responsible for informing new employees of the availability of the Collective Agreement.
- (b) The Board and the Union shall provide an orientation for new employees each school year.

## **ARTICLE 8: CORRESPONDENCE**

### **8.01 Correspondence**

- (a) Any correspondence arising out of this Agreement or incidental thereto shall pass to and from the Secretary-Treasurer of the Board and the Secretary of the Union.
- (b) A copy of any correspondence between the Board and any employee within the bargaining unit which indicates a possible future action which would adversely affect the employee's employment status shall be provided to the Union.

## **ARTICLE 9: LABOUR MANAGEMENT COMMITTEE**

### **9.01 Labour Management Committee**

A committee shall be established consisting of not more than four (4) representatives of the Union and four (4) representatives of the Board. The committee shall meet monthly or at the request of either party.

### **9.02 Function of Committee**

The purpose of the Labour Management Committee is to promote cooperative resolution of workplace issues. The committee shall produce its own terms of reference but shall be limited to making recommendations only.

## **ARTICLE 10: BARGAINING RELATIONS**

### **10.01 Bargaining Committee**

The Union and the Board shall appoint a bargaining committee consisting of not more than five (5) members of the Board and not more than five (5) members of the Union. Provided that where the fifth union member requires a substitute, the Union shall cover the substitute costs.

### **10.02 Functions of the Committee**

All matters pertaining to collective bargaining shall be referred to the committee for discussion and settlement.

### **10.03 Time Off for Meeting**

Any representative of the bargaining committee shall have the right to attend negotiating meetings held within working hours without loss of remuneration.

## **ARTICLE 11: BOARD DECISIONS**

### **11.01 Board Decisions**

Any reports or recommendations dealt with by the Board with respect to conditions of employment which significantly affect employees within the bargaining unit shall be communicated to the Union to afford the Union a reasonable opportunity to consider them and if deemed necessary, of speaking to them prior to a decision being made by the Board.

## **ARTICLE 12: PERFORMANCE REVIEWS AND EVALUATION**

### **12.01 Evaluation Reports**

Where a written (form) evaluation of an employee's performance is carried out the employee shall be given the opportunity to read and review the evaluation. Provision shall be made on the evaluation form for an employee to sign. The form shall provide for the employee's signature in two places – one indicating the employee has read the evaluation and the other indicating the employee agrees/disagrees with the evaluation. The employee shall receive a copy of the evaluation report and, within (5) five working days, shall sign in the places provided. An evaluation report shall not be changed after an employee has signed it, without the knowledge of the employee.

### **12.02 Frequency of Evaluation**

- (a) A written (form) evaluation of a newly hired employee shall be completed prior to the end of the probationary period.
- (b) A written (form) evaluation for a regular employee shall normally be completed once every two years. However it may also be done at the request of the employee or supervisor – provided the employee is given written notice that an evaluation will be carried out.

### **12.03 Consultation with Labour Management Committee**

The Board shall consult with the Labour Management Committee (Article 9.01) in the event of any new evaluation report forms or changes to existing evaluation report forms.

## **ARTICLE 13: SENIORITY**

### **13.01 Seniority Defined**

Seniority is defined as the length of service in the bargaining unit based on date of hire. Employees with the same date of hire shall have their relative seniority determined by a one time lottery draw done in the presence of one representative of the Union and one representative of the Employer.

“Date of hire” shall be the date of hire as an employee in the bargaining unit subject only to Article 13.05.

### **13.02 Employment Acceptance**

Acceptance of employment shall constitute acceptance of the terms and conditions of this Agreement.

### **13.03 Appointments**

Any appointments from within the bargaining unit are to be made in accordance with the provisions relating to promotions hereinafter contained.

#### **13.04 Seniority List**

The Board shall prepare and update new hires on one seniority list for all employees. The list will be provided to the union on request.

#### **13.05 Loss of Seniority**

(a) Employees shall not lose seniority rights if they are absent from work because of sickness, disability, accident, layoff or leave of absence approved by the board. Employees shall only lose their seniority in the event:

1. They are discharged for just cause and not reinstated.
2. They resign all positions including a position on the substitute/casual list or are taken off the substitute/casual list pursuant to Article 33.01 (g).
3. They fail to return to work within ten (10) working days following a layoff and after receiving notice by registered mail to do so, unless through sickness or other just cause.
4. They are laid off for a period of longer than two (2) years.
5. They retire.

(b) Loss of seniority means loss of all rights as an employee.

### **ARTICLE 14: PROMOTIONS AND STAFF CHANGES**

#### **14.01 Job Postings**

- (a) When a new position is created or when a vacancy occurs within the bargaining unit which is anticipated to be greater than two (2) calendar months, the Board shall notify the Union in writing and post the position within ten (10) working days. The position shall be posted for a minimum of five (5) working days, except in accordance with Article 18.05.
- (b) If a position is increased by four (4) or more hours a week within twelve months of posting, or becomes full-time as a result of additional hours, it shall be re-posted.
- (c) Temporary postings that do not have a definite end date can be posted with the anticipated end date. Upon mutual agreement of the Board and the Union the end date may be extended without additional posting.

#### **14.02 Information in Postings**

Such notice shall contain the following information:

- Job title and classification
- Qualifications
- Location
- Shift, hours of work
- Pay rate
- Start date and end date (if position is temporary)
- Competition number
- Date of issuance
- Closing date

**14.03 No Outside Advertising**

No outside advertising for any vacancy shall be placed until the applications of present union members have been considered by the Board and said employees have been notified.

**14.04 Role of Seniority in Filling Vacancies**

Both parties recognize:

- (a) The principle of promotion within the service of the Board.
- (b) That job opportunity should increase in proportion to length of service. Therefore in filling vacancies, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 14.02. All promotions, transfers and staff changes (Except within the same classification) shall be for a probationary period of three (3) months.
- (c) Any employee who does not successfully complete the probationary period or decides for good and sufficient reason during the probationary period to return to their previous position shall be returned to their previous position and all other employees similarly affected will be returned accordingly.

**14.05 Probationary Period**

- (a) The probationary period is the initial period of employment during which suitability for continued employment is determined.
- (b) The probationary period shall be three (3) months from start date of appointment for a regular employee and may be extended by mutual agreement.
- (c) The probationary period for a substitute/casual employee shall be three (3) months with no break in service, twenty assignments or six (6) calendar months, whichever comes first and may be extended by mutual agreement.
- (d) An employee may be dismissed during the probationary period for just cause.
- (e) During the probationary period an employee shall be entitled to all rights and benefits of this Agreement.

**14.06 Notification to Employee and Union**

- (a) Upon the close of any posting, the names of all applicants shall be copied to the union.
- (b) Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be made available to all members.
- (c) The Union shall be notified of all bargaining unit promotions, demotions, hirings, layoffs, transfers, recalls, resignations, retirements, deaths and/or terminations of employment.

**14.07 On-the-Job Training**

The Board will inaugurate and maintain a system of 'on-the-job' training, that includes job manuals for each job in the bargaining unit, so that every employee may have the opportunity of receiving training and qualifying for promotion.

**14.08 Un-posted Increase in Hours**

- (a) A list shall be maintained of employees interested in increased hours. Part-time employees interested in increased hours shall so indicate to the Board in writing.
- (b) Where more hours become available within a classification in a work location where there is more than one part-time position within the classification, the increased hours shall be offered to employees in order of seniority, in accordance with Article 14.08 (a), provided operational requirements are met and Articles 14.01 (b), 18.04 (h) do not apply.

**ARTICLE 15: DISCIPLINE, SUSPENSION AND DISCHARGE**

**15.01 Notice of Suspension or Discharge**

In the event the Board initiates disciplinary action which may result in the suspension or discharge of an employee, written notice shall be given to the employee and the Union.

**15.02 Burden of Proof**

In cases of discharge and discipline, the burden of proof of just cause shall rest with the Board. Evidence shall be limited to the grounds stated in the discharge or discipline notice to the employee.

**15.03 Warnings**

Whenever the Board deems it necessary to censure an employee in a manner indicating that suspension or dismissal may follow any repetition of the act complained of or omissions referred to if such an employee fails to bring his or her work up to a required standard by a given date, the Board shall forward copies of correspondence relating to such censure to the Secretary of the Union and the employee concerned.

**15.04 Right to Have a 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 arrange for his or her steward to be present at the interview.

**15.05 Access to Personnel Files**

Employees shall have the right to have access to and to review their personnel files and shall have the right to respond in writing to any document contained therein, such reply to be attached to and remain with the document concerned.

**15.06 Adverse Reports**

The record of an employee shall not be used against the employee at any time after twenty-four (24) months have elapsed following a suspension or disciplinary action. Letters of reprimand or any adverse reports shall be removed from the employee's personnel file and destroyed.

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

**15.07 Suspension**

- (a) Employees dismissed or suspended shall have recourse to the grievance procedure.
- (b) Unless otherwise decided upon in the grievance procedure, suspension will mean loss of pay for the time or duration of the suspension.

**15.08 Crossing of Picket Lines During Strike**

An employee covered by this Agreement shall have the right to refuse to cross legal picket lines arising out of labour disputes. Failure to cross such a picket line by a member of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

**ARTICLE 16: GRIEVANCE PROCEDURE**

**16.01 Election of Stewards**

In order to provide an orderly and speedy procedure for the settling of grievances, the Board acknowledges the right of the Union to appoint or elect stewards whose duties shall be to assist any employee in preparing and in presenting the grievance in accordance with the grievance procedure.

**16.02 Grievance Committee**

The Union shall select a grievance committee to consist of three (3) persons.

**16.03 Definition of Grievance**

A grievance under this Agreement shall be defined as any difference or dispute between the Board and any employee or the Union, or a case where the Board has acted unjustly.

**16.04 Settling of Grievances**

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

Step 1 The aggrieved employee shall submit the grievance to his or her shop steward.

Step 2 If the shop steward considers the grievance to be justified the employee and the steward, within thirty (30) days of the alleged occurrence, shall first seek to settle the dispute with the employee's supervisor.

Step 3 Failing satisfactory settlement within two (2) working days after the dispute was submitted under Step 2, the Union Grievance Committee shall consider the matter and if the dispute is warranted, shall forward the dispute in writing to the Secretary-Treasurer of the Board who shall reply within four (4) working days after receipt of the Union's letter.

Step 4 Failing a satisfactory settlement being reached in Step 3 the Union may, on giving five (5) working days' notice in writing to the Board of its intention, refer the dispute to arbitration.

**16.05 Policy Grievance**

Where a dispute involving a question of general application or interpretation occurs, or the Union has a grievance which must be submitted in writing, Steps 1 and 2 of Clause 12.04 may be bypassed.

**16.06 Amending of Time Limits**

Wherever a stipulated time is mentioned in Article 16.04 the said time limit may be extended by mutual consent of both parties.



## **ARTICLE 17: ARBITRATION**

### **17.01 Composition of Board of Arbitration**

The grievance shall be referred to a single arbitrator, mutually agreed to by the parties, within five (5) working days after the written request has been received.

### **17.02 Arbitration Procedure**

The arbitrator may determine its own procedure but shall give full opportunity to all parties to present evidence and make representations.

### **17.03 Decisions of the Arbitrator**

The decisions of the arbitrator shall be final and binding on both parties.

### **17.04 Expenses of the Arbitrator**

The expenses and compensation of the Arbitrator will be shared equally by the parties.

## **ARTICLE 18: LAYOFF AND RECALL**

### **18.01 Definition of Layoff**

A layoff shall be defined as a reduction in the work force or a reduction in the hours of work, inclusive of the summer recess.

### **18.02 Role of Seniority in Layoffs**

Both parties recognize that job security shall increase in proportion to seniority in accordance with Article 13.01. Options under Article 18 shall be offered on the basis of seniority to affected employees.

### **18.03 Layoff and Recall Committee**

A Layoff and Recall Committee consisting of not more than three (3) representatives of the Board and not more than three (3) members of the Union shall monitor layoff and recall procedure and a recall list.

### **18.04 Layoff Procedure**

- (a) The Board identifies the classification(s) and position(s) affected by a reduction in the working force or hours of work and meets with the Union as far in advance as possible to discuss the circumstances giving rise to layoff.
- (b) Employees about to be laid off shall be afforded the options of (a) accepting the layoff (placement on the recall list); (b) bumping into one of the positions identified by the Layoff and Recall Committee; (c) accepting a severance package.
- (c) The Layoff and Recall Committee shall meet prior to issuance of notice of any layoff to determine the positions available to the employee(s) affected. Once positions are identified, the affected person(s) shall be offered a transfer or layoff and layoff notices issued.

Positions shall be offered as follows:

1. Positions, held by a junior employee, that are of equal level and F.T.E. and for which the employee is qualified.
2. Where no equal match is available pursuant to (1.) above eligible positions shall be identified as follows:

- (i) Positions held by a junior employee, that are of an equal level and increased F.T.E. of up to one hour per day or five hours per week and for which the employee is qualified.
  - (ii) Positions held by a junior employee, that are of a higher or lower level with the same F.T.E. and for which the employee is qualified.
  - (iii) Positions held by a junior employee, that are of an equal, higher or lower level with less F.T.E. and for which the employee is qualified.
  - (iv) Notwithstanding Article 2.3, an employee whose position has been reduced in hours may accept the layoff in hours and opt to bump into a position of equal, higher, or lower levels which will, in combination, maintain their pre-layoff F.T.E. Such employees shall retain bumping rights to the F.T.E. of their pre-layoff position in the event of a subsequent reduction in hours in either position.
  - (v) Notwithstanding Article 2.3, an employee whose position has been eliminated may opt to accept a combination of positions of equal, higher or lower levels in order to maintain their pre-layoff F.T.E. Such employee shall retain separate layoff rights commensurate with each separate position.
- (d) If no positions for which the affected employee is qualified are held by a junior employee, the employee shall be laid off.
  - (e) An employee who receives notice of layoff shall respond to the Board within two (2) working days of receipt of notice of layoff indicating his/her preference of the various transfer(s) offered or layoff.
  - (f) It is the employee's responsibility to keep their personnel file updated. The Layoff and Recall Committee will use the information in the personnel file to determine the employees' qualifications.
  - (g) When an employee bumps into a position other than their most recent appointment, a three (3) month probationary period in accordance with Article 14.04 shall apply.
  - (h) If, within a period of two (2) calendar years, hours are restored to an appointment which has been reduced in hours the position will be offered back to the employee who was laid off.
  - (i) When a new position is created or a vacancy occurs, the Board shall offer recall to the employee who, at the time of layoff, has the most seniority, provided that the employee possess the necessary qualifications.
  - (j) Employee(s) on layoff will have benefit premiums paid as per the contract cost shared basis for the month following date of layoff and will be allowed to maintain payment of the full premium cost of benefit plans for which such employee(s) are eligible for a period of two (2) calendar years.
  - (k) Employees appointed to a ten (10) month position (not regularly employed during the summer) and laid off for the summer recess cannot bump a twelve month appointed employee during the summer recess.

- (l) No employee shall be forced to accept a position away from their home island although the employee may opt to do so.

**18.05 Recall Procedure**

- (a) Regular employees laid off for the summer recess shall be notified of their date of recall at the time of layoff except as provided in Article 18.07.
- (b) The Board shall first offer recall to the employee who, at the time of layoff, has the most seniority among those laid off, in accordance with Article 18.04 (c) 1. and 2. If that employee is unavailable, the position shall then be offered to the next senior employee, if qualified, and so on until the position is filled. All positions shall be filled in this manner while there are remaining employees who have been laid off.
- (c) Upon recall, an employee shall retain his/her former recall status even though the recall assignment may be in a different classification or for a specific term and/or for an amount of employment different from the recall status. This permits the Board to employ an employee on the recall list in temporary assignments without jeopardizing the employee's right to recall otherwise contained in this Agreement. A refusal to accept an appointment under this clause shall not be deemed to be a refusal under Article 13.05 (a) 3.

**18.06 No New Employees**

- (a) New employees shall not be hired until qualified district employees on layoff have been given an opportunity of recall.
- (b) District employees on summer layoff shall have preference on a seniority basis for casual or temporary work for which they are qualified provided that, within fifteen (15) calendar days of receiving notice of Layoff they have notified the Board in writing of their availability for such work.

**18.07 Advance Notice of Layoff**

- (a) Unless legislation is more favourable to the employees, the Board shall notify employees who are about to be laid off pursuant to this agreement a minimum of thirty (30) calendar days' notice in writing. If the employee has not had the opportunity to work the days as provided in this article, then the employee shall be paid for the days for which work was not made available.
- (b) Should the notice provisions contained in the Employment Standards Act provide for greater notice than thirty (30) calendar days, the Employment Standards Act notice period shall prevail and the employee shall be paid in accordance with this article.
- (c) Ten month employees who are hired for the duration of the school term do not require layoff and recall notice for the months of July and August unless the period of layoff is other than the dates established in the Standard School Calendar.

**18.08 Grievance on Layoffs and Recalls**

Grievances concerning layoffs and recalls shall be initiated at Step 3 of the grievance procedure.

**18.09 Severance Pay**

- (a) Employees who are laid off may elect to receive severance pay at the rate of one (1) weeks pay for each completed year of service in a continuing appointment(s) to a maximum of four (4) months pay.

Ten (10) months service in a ten (10) month position is one year of service in a continuing appointment(s) for the purpose of this article.

- (b) Employees who elect to receive severance pay during the first thirty (30) days following receipt of layoff notice shall waive their rights to recall provided under Article 13.05 (a) 5.

## **ARTICLE 19: HOURS OF WORK**

### **19.01 Hours and Shifts**

Normal hours and shifts for full-time regular employees shall be Monday to Friday inclusive as follows:

- (a) Clerical and Paraprofessional employees shall work a thirty-five (35) hour week exclusive of meal time between the hours of 8:00 a.m. and 5:00 p.m. except by mutual agreement.
- (b) Day shifts for Operations employees shall be eight (8) hours of work exclusive of meal times scheduled between the hours of 6:00 a.m. and 5:30 p.m. except by mutual agreement.
- (c) Afternoon shifts for custodians shall be eight (8) hours of work inclusive of one-half (1/2) hour for meal times scheduled between the hours of 2:30 p.m. and 1:00 a.m. except by mutual agreement.
- (d) Hours of work for bus drivers shall be a minimum of four (4) hours inclusive of a shift differential of one-half hour.

### **19.02 Four Hour Minimum Work Day**

- (a) The Employer is committed to providing a minimum of four (4) hours of work for a regular/continuing employee reporting for work and for a temporary employee reporting for work who has posted into the position.
- (b) Exemptions from the four (4) hour minimum:
  - 1. Student/noon hour supervisors
  - 2. Crossing guards
  - 3. Small schools with fewer than seventy-five (75) students, in which case a two (2) hour minimum will apply
  - 4. Other positions by mutual agreement
- (c) The four (4) hours shall be consecutive but may exclude a lunch period up to one (1) hour or a shorter period as defined elsewhere in the collective agreement.
- (d) Bus drivers are exempt from the requirement for consecutive hours. The daily hours for bus drivers shall be completed within a period of twelve (12) consecutive hours.
- (e) Except in accordance with Article 14.08, 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.
- (f) The ongoing maintenance of the four (4) hour minimum shall be the responsibility of the

Parties' respective bargaining committees.

**19.03 Ten Month Positions**

Ten month positions are established in accordance with posting and Board procedure and normally do not provide hours of work when schools are not in session.

**19.04 Temporary Change in Work Week**

In the event a different work week is temporarily required, the employee(s) shall be given five (5) working days' notice of such change.

**19.05 Flexible Hours**

Subject to operational requirements, employees shall have the opportunity to participate in flexible hours arrangements under the following conditions:

- (a) Up to two (2) additional regular hours per day may be worked at the discretion of the employee in consultation with the supervisor. The resultant surplus time may be banked up to the equivalent of two blocks of normal daily hours which may be scheduled as time off upon mutual agreement within the monthly pay period.
- (b) The employee shall keep daily records of his/her actual working times and submit the record to their supervisor at the end of each month.
- (c) There shall be no split shifts.
- (d) No employee shall be required to utilize flexible hours in place of callout or scheduled overtime.
- (e) Statutory holidays, sick leave, vacations and other paid leaves shall be based upon normal daily hours.

**19.06 Substitute/Casual Employee Minimum Work Day**

Subject to Article 19.02; substitute/casual employees shall be paid for hours worked which, in any case shall not be less than two (2) hours per day.

**ARTICLE 20: OVERTIME**

**20.01 Overtime Rates**

Where conditions necessitate overtime in excess of the normal full-time daily and/or weekly hours as laid down in Articles 19.02 and 19.03 above and where the work is authorized and permission granted, such overtime shall be paid at the rate of time and one-half for the first three (3) hours and double time thereafter.

**20.02 Emergency Call-out**

Emergency call-out shall be calculated at not less than two (2) hours' time paid at overtime rates as indicated in Article 20.01 of this Agreement. Call out shall be defined as any time an employee is called out to work during their scheduled time off.

**20.03 Time Off in Lieu**

Where overtime has been performed employees may elect to take compensatory time off in lieu of overtime pay. By mutual agreement between the employee(s) and the supervisor such time shall be arranged to suit work requirements. In no case shall time off in lieu of overtime be allowed to accumulate for longer than a period of one (1) calendar year from the time of election.

**20.04 No Layoff to Compensate for Overtime**

Employees shall not be required to lay off during regular hours to equalize any overtime worked but may do so by mutual consent provided the employee(s) give five (5) days' notice in writing to the Secretary-Treasurer of the Board.

**ARTICLE 21: SHIFT WORK**

**21.01 Notice of Change of Shift**

Twenty-four (24) hours' notice shall be given before change of shift. Failure to provide at least sixteen (16) hours rest between shifts which are being changed shall result in payment of overtime at established rates for any hours worked during normal rest periods.

**ARTICLE 22: HOLIDAYS**

**22.01 List of Holidays**

(a) Employees shall, upon completion of fifteen (15) working days within the most recent thirty (30) working days, be entitled to the following statutory holidays:

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

AND any other day proclaimed by the federal or provincial governments to be declared as a statutory holiday. When any of the above days fall on a prescribed school day, a day in lieu shall be arranged by mutual consent.

(b) Holidays shall be prorated for part-time employees.

**22.02 Holidays on Day Off**

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

**22.03 Holiday Pay**

Employees who are not required to work on the above holidays shall receive holiday pay equal to one (1) normal day's pay. Employees who are required to work shall, in addition to normal holiday pay, be paid in accordance with Article 20.01.

**22.04 School Term Employees**

Employees engaged for the period of the school term shall not receive Canada Day or B.C. Day as statutory holidays unless they are required to work the work day preceding and the work day following Canada Day or B.C. Day.

**ARTICLE 23: VACATIONS**

**23.01 Definition**

A year of service in this article shall mean twelve (12) months from the anniversary date of current service in a continuing appointment(s).

A day is a day prorated at the F.T.E. of appointment.

Ten (10) months service in a ten (10) month position is one year of service in a continuing appointment(s) for the purpose of this article.

**23.02 Less Than One Year of Service**

All employees with less than one (1) year of service shall receive one (1) day paid vacation for each month of service.

**23.03 Less Than Nine Years of Service**

All employees with one (1) year of service but less than nine (9) years of service shall receive one and one-half (1 1/2) days paid vacation for each month of service annually.

**23.04 Less Than Twenty Years of Service**

All employees with nine (9) years of service but less than twenty (20) years of service shall receive two (2) days paid vacation for each month of service annually.

**23.05 More Than Twenty Years of Service**

All employees with twenty (20) or more years of service shall receive three (3) days paid vacation for each month of service annually.

**23.06 Holidays During Vacations**

Should statutory holidays fall or be observed during employees' vacation periods, they shall be granted an additional day of vacation for each holiday in addition to their regular vacation time.

**23.07 Vacation Accumulation**

Employees with more than one (1) year of service and less than five (5) years of service may make application to the Board to have vacation time accumulated for one (1) week. With five (5) years of service or more, employees may bank two (2) weeks. All such applications must be made by May 1st of the current year.

**23.08 Choice of Vacation Dates**

All employees shall be entitled to take vacation any time during the vacation year subject to mutual agreement. The vacation year shall be from July 1st to the following June 30th.

**ARTICLE 24: SICK LEAVE PROVISIONS**

**24.01 Amount of Sick Leave**

Employees shall be granted sick leave on the basis of one and one-half (1 1/2) days per month of service in a continuing appointment, at the F.T.E. of current appointment. If in any one year employees have not used their sick leave, or only a portion thereof, it shall accrue to their credit for future use and benefits.

**24.02 Illness in the Family**

In case of illness of an immediate member of the family of an eligible employee, as defined in Articles 1.02 and 1.04, where no one at home other than the employee can provide for the needs of the ill person, the employee shall be entitled, after notifying his or her supervisor, to use a maximum of five (5) accumulated sick leave days per year for this purpose.

**24.03 Proof of Illness**

An employee may be required to produce a medical note for any illness in excess of three (3) working days.

**24.04 Sick Leave on Retirement**

Employees shall be entitled to fifty percent (50%) of their unused sick leave accrual up to a maximum of seventy-five (75) payout days, on retirement or in other circumstances approved by the Board.

**24.05 Sick Leave Records**

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

**24.06 Employment Insurance Premium Rebate**

All regular employees and the Board shall contribute their share of the Employment Insurance premium rebate to a Supplemental Benefit Bank to be administered by the Union with an annual report to the Board on activity and funds expended.

**ARTICLE 25: LEAVE OF ABSENCE**

**25.01 Leave of Absence for Union Business**

- (a) Time off with pay shall be granted to not more than four (4) elected representatives of the Union whenever it becomes necessary to transact business with the Board during working hours.
- (b) Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on negotiations with the Board or with respect to a grievance.

**25.02 Leave of Absence For Union Functions**

- (a) Upon request to the Board, an employee elected or appointed to represent the union at conventions shall be granted leave of absence without pay and with no loss of benefits provided a suitable substitute is available. The Board shall not indiscriminately refuse a substitute.
- (b) Upon request to the Board, leave of absence without pay but without loss of benefits shall be granted to not more than five (5) employees at any one time to attend executive and committee meetings of C.U.P.E., its affiliated or chartered bodies and any labour organization with which the Union is affiliated. The Union shall reimburse the Board for the cost of benefits accorded in the application of this clause.

**25.03 Personal Emergency Leave**

- (a) Employees shall be granted up to five (5) days leave with pay per year for significant personal reasons, such leave to be granted on approval by the Secretary-Treasurer and such approval will not be withheld unreasonably.
- (b) Outer Island employees shall be granted one additional day leave of absence for personal business off-island.

**25.04 Compassionate Leave**

In cases of bereavement or other family disaster, employees shall be granted up to five (5) days leave with pay. If circumstances warrant additional time, application may be made to the Board.

**25.05 Court Attendance**

An employee who is subpoenaed as a witness or for jury duty shall receive leave with pay PROVIDED that any jury pay is turned over to the Board. An employee who is party to a court action shall be granted leave with pay, less the cost of a substitute, to attend in court as required.



## **25.06 Education Leave and Examinations**

- (a) The Board agrees that it is to the mutual benefit of the employer and the employee to improve the educational standards of the work force. Accordingly, the Board agrees that employees with five (5) years employment in a continuing appointment who wish to further their education shall be permitted up to one (1) year of unpaid education leave. Any benefits based on service shall be retained and accumulated. The employee shall be placed in a position equivalent to that which he or she held prior to the education leave.

Ten (10) months service in a ten (10) month position is one year of service in a continuing appointment(s) for the purpose of this article.

- (b) An employee shall be entitled to leave of absence with pay and without loss of benefits to write examinations to upgrade his or her employment qualifications for job related courses.

## **25.07 Parental Leave**

### **(a) Parental Leave Provisions**

Unless legislation is more favourable to the employee, the following provisions shall apply to the pregnant employee or an employee whose spouse is pregnant.

Upon written request leave of absence without pay shall be granted for a maximum of fifty-two (52) weeks for the mother and thirty-seven (37) weeks for the father. The employee returning to work after parental leave shall provide the Board with at least four (4) weeks' notice. On return from parental leave the employee shall be reinstated in the position previously occupied by the employee or in a comparable position.

### **(b) Employment During Pregnancy**

The Board shall not deny a pregnant employee the right to continue employment during the period of pregnancy when her duties can reasonably be performed. The Board may require proof of the employee's capability to perform her normal work through the production of a medical certificate.

### **(c) Length of Parental Leave**

1. Parental leave shall cover a period up to one (1) year before or after the birth or adoption of a child.
2. Where a doctor's certificate is provided stating that a longer period of parental leave is required for health reasons an extension up to a maximum of one (1) additional year shall be allowed.
3. On expiration of initial leave, general leave may be granted to the mother where additional leave is requested up to a maximum of one year.

### **(d) Benefit Status During Parental Leave**

1. Any benefits based on service shall be retained and accumulated for a period of one year.
2. The services of an employee who is absent from work in accordance with this clause shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee and the Board shall continue to make payment to the plan in the same manner as if the employee were not absent where:

- (i) The Board pays the total cost of the plan, or
- (ii) The employee elects to continue to pay her/his share of the cost of a plan that is paid for jointly by the Board and the employee.

**25.08 Adoption Leave**

Where an employee seeks leave due to adoption the provisions as outlined in Article 25.07 shall apply.

**25.09 Paternity Leave**

To attend the birth of his child and/or care for the family during and after the birth, the father may apply for and shall be granted paternity leave with pay up to a maximum of six (6) days.

**25.10 Discretionary Leave**

Employees shall be granted one day leave of absence without pay each year.

**25.11 General Leave (for up to six months)**

The Board shall grant leave of absence without pay and without loss of seniority to an employee requesting such leave for good and sufficient cause. Such leave shall be requested in writing and approved by the Board.

**25.12 Long Term Leave (for a school term or a school year)**

(a) Employees with more than five (5) years employment in a continuing appointment(s) may be granted long-term leave of absence without pay for good and sufficient cause provided that a qualified replacement is available. The employee returning from leave shall give the Board at least six (6) weeks notice and on return from leave the employee shall be reinstated in all respects by the Board in the position previously occupied by the employee or in a comparable position. Any benefits based on service shall be retained but not accumulated.

Ten (10) months service in a ten (10) month position is one year of service in a continuing appointment(s) for the purpose of this article.

(b) The Board's discretion shall be exercised in a reasonable and consistent manner.

**25.13 Self-Funded Leave Plan**

The Parties shall implement a self-funded leave plan to enable employees to plan and fund a one year leave of absence by regularly investing a portion of salary over a period of years.

**25.14 Long Term Medical Leave**

Employees on extended sick leave or Long Term Disability:

**(a) Leave Less than One Year**

1. Any benefits based on service shall be retained and accumulated for a period of one year. The employee shall be returned to his/her original position on return from leave.

2. The services of an employee who is absent from work in accordance with this clause shall be considered continuous for the purpose of any pension (subject to the Municipal Superannuation Act), medical or other plan beneficial to the employee and the Board shall continue to make payment to the plan in the same manner as if the employee were not absent where:

- (i) The board pays the total cost of the plan, or
- (ii) The employee elects to continue to pay her/his share of the cost of a plan that is paid for jointly by the Board and the employee.

**(b) Leave Greater than One Year**

1. Any benefits based on service shall be retained but not accumulated past the one year.
2. An employee returning from medical leave shall provide the Board with at least four (4) weeks notice. On return from medical leave the employee shall be reinstated in all respects by the Board in the position previously occupied by the employee or in a comparable position, subject to the provisions of Articles 13 and 18.
3. An employee who so indicates to the Board and the Union in writing shall continue to be covered for employee benefits, under Article 29, provided the employee pays one hundred percent (100%) of the premium and the carrier allows continued coverage.

**ARTICLE 26: PAYMENT OF WAGES AND ALLOWANCES**

**26.01 Pay Days**

Salaries shall be paid monthly for the current month on the last banking day of the month. A mid month advance, approximately half of the employee's net pay shall be paid by the fifteenth of the month or the banking day prior to the fifteenth.

**26.02 Pay Classification**

- (a) Jobs will be classified in accordance with the five (5) factor Gender Neutral Job Evaluation Plan, (Job Classification Guidelines Schedule "B"), and shall be paid not less than the hourly pay rate for such classification in accordance with the Schedule of Job Classifications and Pay Rates, Schedule "A", which are attached hereto and made part of this Agreement.
- (b) Any new positions coming within the jurisdiction of the bargaining unit shall be mutually agreed upon as to classification and pay rate.

**26.03 Calculation of Salary**

For the purpose of computing monthly salary the hourly rate shall be multiplied by one hundred seventy-four (174) hours for personnel on an eight (8) hour day; the hourly rate shall be multiplied by one hundred fifty two (152) hours for personnel on a seven (7) hour day (this being the average number of full-time hours worked per month).

**26.04 Rate of Pay on Temporary Assignment**

When an employee is assigned to temporarily relieve in or perform the principal duties of a higher paying position, in accordance with the collective agreement the employee shall receive the pay rate for the job.

**26.05 Automobile Allowance**

- (a) The Board shall not require employees to own a vehicle as a condition of employment except where the conditions of a specific job require it, and then only by mutual agreement prior to acceptance of the job. An employee may agree to use his or her private vehicle and the Union shall be notified in writing of such an arrangement.

- (b) Travel rates paid to employees using their own vehicles for business authorized by the Board shall be paid as per Board policy.

#### **26.06 Professional Development**

The Board and the Union recognize the importance for CUPE bargaining unit employees to 'keep abreast' of technological and informational development relating to CUPE bargaining unit jobs by facilitating training for new programs (in-service), retraining, and individual (technical or academic) programs of study.

- (a) The Board shall pay the cost of an academic or technical course approved by the Board, inclusive of substitute costs, for the purpose of retraining/upgrading/in-service.
- (b) Effective September 1, 1996, the Board shall contribute \$6,000 and the Union shall contribute \$2,000 annually to the CUPE Professional Development Fund for substitute costs, registration fees and travel expenses incurred for the purpose of job related educational development.
- (c) A Joint Professional Development Committee comprised of three Union members and three representatives of the Board shall administer the CUPE Professional Development Fund according to a jointly developed policy.
- (d) All employees shall have the opportunity to participate in appropriate district-wide and school-based professional development days which are scheduled in each school calendar. Employees who participate shall be paid a regular day's wage.

#### **26.07 Designated WCB First Aid Attendant Allowance**

- (a) The Board shall pay the annual allowance to an employee with First Aid qualifications who agrees to act and is approved by the Health and Safety Committee to be a designated first aid attendant.
- (b) The Board shall pay course fees as required to keep employee First Aid qualifications up to date.

### **ARTICLE 27: RETIREMENT BONUS**

Upon retirement, all regular employees who have completed five years' service or more in a continuing appointment(s) with the Board shall be granted one week's pay for each year of service in a continuing appointment(s) at the F.T.E. of current appointment, not to exceed twenty (20) weeks.

For the purposes of the retirement bonus, the retirement age for employees shall be age fifty-five (55) or twenty (20) years' service in a continuing appointment(s), whichever comes first.

Ten (10) months service in a ten (10) month continuing position is one year of service for the purpose of this article.

### **ARTICLE 28: JOB CLASSIFICATION AND RECLASSIFICATION**

#### **28.01 Job Classification**

A job classification means the pay (level) and category of work in accordance with the Schedule of Job Classification and pay rates.

#### **28.02 Job Descriptions**

The Board shall provide job descriptions for all jobs for which the Union is bargaining agent. Job descriptions shall be added, reviewed and modified as necessary or every three (3) years.

**28.03 No Elimination of Present Job Descriptions**

Existing job descriptions shall not be eliminated or changed without prior agreement with the Union provided that the existence of a job description does not bind the Board to have an employee in the job.

**28.04 Changes to Job Descriptions**

Whenever the employer changes the duties and responsibilities of a job, or an employee and/or the Union feels the duties and responsibilities of a job have changed sufficiently that the job description does not reflect the duties and responsibilities of the job, the Joint Job Evaluation Committee shall perform a review of the job, the description and the classification. However, no job will be reviewed more than once in a twelve (12) month period unless there is a significant change in the duties and responsibilities.

**28.05 Joint Job Evaluation Committee**

A committee shall be established consisting of four (4) representatives of the Union and up to four (4) representatives of the Board. Resource persons may also be invited to meetings by either party by mutual agreement of the committee. The committee shall meet within ten working days of the request of either party.

**28.06 Function of the Joint Job Evaluation Committee**

**(a) Existing Jobs**

The Committee shall consult with the employee(s) concerned and with the Board regarding any changes to job descriptions and perform a review of the job duties, responsibilities and the classification.

**(b) New Jobs**

1. The Joint Job Evaluation Committee shall provide the final job descriptions for new jobs and perform a review to determine the job classification and pay level. A tentative pay rate will be assigned by the JJEC in the meantime.
2. If the new job is rated at a higher pay level than the tentative pay rate, the employee's pay shall be adjusted to that pay level retroactive to the date the employee first did the job.
3. If the new job is rated at a lower pay level than the temporary pay rate, the employee's pay shall be adjusted to that pay level the first pay period following the decision.

- (c) In the event of a disagreement within the committee on the classification (pay rate) to accommodate the job description(s) noted in this clause the Union may proceed to grievance pursuant to the Pay Equity Maintenance Plan, Schedule "C", Section III.

**ARTICLE 29: EMPLOYEE BENEFITS**

**29.01 (a) Medical Insurance**

Eligible employees, as defined in Articles 1.02 and 1.04, who so indicate to the Board and the Union in writing shall be covered by M.S.P. with the Board contributing one hundred percent (100%) of the premium.

**(b) Extended Health**

Eligible employees, as defined in Articles 1.02 and 1.04, who so indicate to the Board and the Union in writing shall be covered by a mutually acceptable extended health plan with the Board contributing one hundred percent (100%) of the premium.

**29.02 Dental Insurance**

Regular employees who work 15 hours per week or more, who so indicate to the Board and the Union in writing, shall be covered by a mutually acceptable Dental Plan (100% for part “A”; 60% for part “B”; 50% for part “C”) with the Board contributing seventy-five percent (75%) of the premium.

**29.03 Group Life Insurance**

Regular employees who work 15 hours per week or more shall be covered by a mutually acceptable Group Life Plan at twice the annual salary with the Board contributing seventy-five percent (75%) of the premium.

**29.04 Municipal Pension**

Regular employees shall be enrolled in the Municipal Pension Plan except where their regularly scheduled hours per week are less than twenty (20) hours, in which case coverage will be in accordance with the requirements of the Public Sector Pension Plans Act.

**29.05 Supplementation of Compensation Award**

Employees with accumulated sick leave to their credit shall turn over or cause to be turned over to the Board any monies paid or payable to them by the Workers’ Compensation Board and upon so doing will receive full pay up to the value of the accumulated sick leave. In such cases there will be a deduction from the accumulated sick leave of one-quarter (1/4) of the time the employee is absent where applicable by Workers’ Compensation Board regulations. If there is no credit of sick leave employees shall retain their Workers’ Compensation Board cheques.

**29.06 Employee Assistance Program**

- (a) The Board shall pay one hundred (100) per cent of the cost of the mutually agreed upon Employee Assistance Plan.
- (b) The Employee Assistance Plan shall cover a full range of counselling services while maintaining strict confidentiality.

**29.07 Long Term Disability**

All members as defined by the Public Education Benefits Trust (PEBT) LTD Plan shall participate in the PEBT long-term disability plan. This shall be at no cost to the employer or the employee. If the PEBT Plan does not define eligibility then regular employees who have worked three (3) months of continuous active employment with the employer and who are assigned fifteen (15) hours or more per week shall be eligible for LTD.

**29.08 Jointly Trusteed Benefit Trust**

The Parties have agreed to participate in a jointly trusteed benefits trust (PEBT) for their dental, extended health, group life insurance, optional life insurance and accidental death and dismemberment benefit coverage specified in Article 29.

**ARTICLE 30: HEALTH AND SAFETY**

**30.01 Cooperation on Safety**

- (a) Both parties shall provide representation to the district Occupational Health and Safety Committee(s) in accordance with WCB regulations.
- (b) This committee will meet and make recommendations to the Board, with a copy to the Union, on unsafe, hazardous or dangerous conditions with the aim of preventing and reducing risk of injury or illness.
- (c) Copy of minutes shall be sent to the Union and the Board.

### **30.02 Video Display Terminals**

- (a) Where an employee's daily work requires continuous monitoring of video display terminals, the Board shall allow the employee time off with pay for a preliminary eye examination by an ophthalmologist of the employee's choice prior to initial assignment to VDT equipment and annually thereafter if requested, with deduction of such time from the employee's accumulated sick leave. The examination shall be at the Board's expense where costs are not covered by insurance.
- (b) Employees will not be required to continuously monitor a video display terminal screen for longer than two (2) hours without a fifteen (15) minute rest period, or a reassignment to other work for at least fifteen (15) minutes.
- (c) Pregnant employees who are required to operate VDT's on a continuous basis who choose not to continue operating VDT's during pregnancy may elect one of the following options:
  - 1. Request a reassignment to a position in the same or lower classification subject to qualifications and available work. The rate of pay shall be at the reassigned classification.
  - 2. Request a leave of absence without pay for the duration of the pregnancy. Employees wishing to maintain any of the benefits in Article 29 shall pay the full premium costs.
- (d) The District Occupational Health and Safety Committee shall review and make recommendations to ensure that standards recommended by the Workers' Compensation Board are being met.

### **30.03 Right to Refuse Unsafe Work**

- (a) No employee shall be discharged, penalized or disciplined for refusing to work on a job or in any work place or to operate any equipment which he/she considers to be unsafe or unhealthy. Any dispute as to whether a job or any workplace is unsafe or unhealthy shall be referred to the Workers' Compensation Board for final determination.
- (b) There shall be no loss of pay or seniority during the period of refusal. No employee shall be ordered or permitted to work on a job which another worker has refused until the matter is investigated and satisfactorily settled.
- (c) Such incidents shall be reported immediately to his or her supervisor.

### **30.04 Administration of Medication**

- (a) The Board shall ensure that schools establish systems for administering medication and other medical procedures after consultation with parents, family physicians, the Public Health Nurse and the Medical Health Officer.
- (b) If isolation or other exceptional circumstances prevent the foregoing from being applicable and employees are requested to administer medication or other medical procedures, the following conditions constitute prerequisites:
  - 1. Employees volunteer to provide the service;
  - 2. Employees receive child specific training by appropriate health care personnel;

3. A record of training shall be maintained by the Board;
4. Ongoing reevaluation of training shall be conducted by the appropriate health care personnel;
5. All procedures shall be in accordance with the Inter-Ministerial protocols and any updates thereto. **Refer to Appendix "A"**.

### **30.05 Contagious Diseases and Conditions**

An employee who, as a direct result of their employment, contracts a contagious disease (such as measles, mumps, chicken pox, lice, scabies, etc.), which is not compensable by Workers' Compensation Board, shall be paid at his/her full salary and shall not have days absent deducted from sick leave.

The costs of any non-prescription medications or equipment required in the course of treatment shall be reimbursed to the employee.

## **ARTICLE 31: TECHNOLOGICAL AND OTHER CHANGES**

### **31.01 Advance Notice**

The Board shall give the Union as much notice as possible, and in any event not less than thirty (30) days' notice, before the introduction of any technological or other changes or new methods of operation which affect the rights of employees, conditions of employment, pay rates or work loads, in accordance with Article 11.01.

### **31.02 Training**

Where the Board requires new or greater skills than are already possessed by affected employees such employees shall, at the expense of the Employer, be given the required period of time to perfect or acquire the skills necessitated by the new method of operation. There shall be no reduction in wage or salary rates during the training period of any such employee and no reduction in pay upon being reclassified in the new position.

## **ARTICLE 32: JOB SECURITY**

### **32.01 Job Security**

Work or services presently performed by or assigned to the bargaining unit shall not be contracted out. This article shall not apply to construction and renovation work when such work cannot be handled by the regular work force including employees on layoff, or the hiring of buses and drivers outside the District.

Where transportation services are requested by the schools for on-island extra-curricular trips, regular bus drivers shall have first refusal for the work provided that District equipment is available. The supervisor will be consulted to determine availability of district buses and drivers.

Where transportation for off-island extra curricular activities is requested by the schools and where district transportation equipment is available, regular bus drivers shall have first rights of refusal for the work. The supervisor will be consulted to determine availability of district buses and drivers.

### **32.02 Bargaining Unit Work**

Persons who are not in the bargaining unit shall not perform work within the jurisdiction of the bargaining unit, except in cases mutually agreed upon in writing by the Parties.



## **ARTICLE 33: SUBSTITUTE/CASUAL EMPLOYEES**

### **33.01 The Substitute/Casual Employee List**

- (a) The Board shall maintain a list of qualified substitute/casual employees by category and subcategory as follows:
- Clerical: Accounting, Administrative Assistant
  - Paraprofessional: Classroom, Support Services
  - Operations: Building Service Worker, Bus Driver, Maintenance
- (b) All names on the substitute/casual list shall be approved by the Secretary-Treasurer or designate.
- (c) Part-time employees who so request in writing, shall be placed on the list on an annual basis.
- (d) Part-time employees shall be placed on the list in order of seniority followed by substitute/casual employees in order of seniority, in accordance with Article 33.02. This list shall include information related to classification based on qualifications.
- (e) The substitute/casual list shall be made available to each school and the Union by October 1 in each school year and may be updated as required throughout the year.
- (f) In the event of an emergency where the substitute/casual list does not meet the needs of a job, the parties shall find a mutually agreeable alternative until a substitute/casual employee from the list is available.

In the event that a qualified substitute/casual employee is not available to fill a substitute/casual assignment, the position may be filled at a lower level until a qualified substitute/casual employee is available.

- (g) A substitute/casual employee shall be removed from the substitute/casual list:
1. If unavailable for three (3) consecutive call-ins without a reasonable excuse such as illness or a previously scheduled appointment.
  2. If he/she does not work any hours for six (6) consecutive calendar months.
- (h) A substitute/casual employee shall not lose seniority rights if they are absent from work because of a leave of absence approved by the Board

### **33.02 Job Opportunity**

- (a) Substitute/casual work assignments anticipated to be two (2) calendar months or less shall be filled from the substitute/casual employee list on a rotating basis by assignment subject to qualifications, IEP recommendations and availability, and in accordance with Article 33.02 (b).
- (b) Part-time employees on the list shall receive preference over substitute/casual employees for substitute/casual assignments at their own work location on a seniority basis subject to qualifications and availability.

### **33.03 Call-in of Substitute/Casual Employees**

The parties shall work out a mutually agreed process to implement contractual provisions.

## **ARTICLE 34: UNIFORM AND CLOTHING ALLOWANCE**

### **34.01 Wet Weather Clothing**

The Board shall issue for use (but to remain the property of the Board) gum boots and rubber clothing as deemed sufficient by the Board.

### **34.02 Protective Clothing**

Suitable protective clothing such as coveralls/smocks/rubber gloves shall be provided to each work location for the use of employees while operating equipment and as required by the duties of the position.

### **34.03 Protective Footwear Allowance**

Where protective footwear is required by WorkSafe BC, the Board shall provide an allowance, in the amount of \$75.00 per employee per annum to be paid in November of each year, for the purchase of protective footwear.

## **ARTICLE 35: GENERAL CONDITIONS**

### **35.01 Bulletin Boards**

The Board shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

## **ARTICLE 36: GENERAL**

### **36.01 Copyright Infringement**

Any employee whose job requires the copying and/or reproduction of material shall not be held responsible for any copyright infringement violation incurred on behalf of the Board while performing required work.

## **ARTICLE 37: TERM OF AGREEMENT**

### **37.01 Term of Agreement**

This Agreement shall be binding and remain in full force and effect from the 1<sup>st</sup> day of July 2014 to the 30<sup>th</sup> day of June 2019.

The parties agree to exclude the operation of subsections (2) and (3) of (S)50 of the Labour Relations Code.

### **37.02 Negotiations**

If negotiations extend beyond the anniversary date of this Agreement, both parties shall adhere fully to the provisions of this agreement during the period of bona fide collective bargaining.

### **37.03 Retroactive Provision**

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

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

**THE CORPORATE SEAL** of the  
**BOARD OF EDUCATION**  
**OF SCHOOL DISTRICT NO. 64**  
**(GULF ISLANDS)** was hereunto  
**affixed by and in the presence of:**

\_\_\_\_\_  
**Chairman**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Secretary-Treasurer**

\_\_\_\_\_  
**Witness**

**SIGNED and SEALED by the**  
**President and Secretary of the**  
**CANADIAN UNION OF PUBLIC**  
**EMPLOYEES, LOCAL NO. 788.**

\_\_\_\_\_  
**President**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Vice President**

\_\_\_\_\_  
**Witness**

# **SCHEDULE “A”**

## **JOB CLASSIFICATIONS AND PAY RATES**

**A REVISION OF SCHEDULE “A”**

**WILL FOLLOW.**

**SCHEDULE “B”**

**JOB CLASSIFICATION GUIDELINES**

(for information purposes)

**A. Three (3) categories of work:**

- Clerical: - Work involving office administration
- Operations: - Work involving care of facilities/equipment and driving a bus to transport children
- Paraprofessional: - Work involving instruction/care for students

Each category of work encompasses subcategories as follows:

- Clerical: - Accounting, Administrative Assistant
- Operations: - Bus Driver, Building Service Worker, Maintenance
- Paraprofessional: - Classroom, Support Services

**B. Six (6) levels of work within each category: I, II, III, IV, V, VI:**

The levels are universal to all categories of work.

The level of each job is determined by the aggregate points for the job considering the five factors – skill, responsibility, mental effort, physical effort and working conditions – per the CUPE Gender-Neutral Five Factor Job Evaluation Plan, in accordance with the Pay Equity agreements dated June 21, 1999 and April 4, 2001. The factors of skill and responsibility count 35% each and the factors of mental effort, physical effort and working conditions count 10% each toward the total points for the job. Aggregate points for the six levels are described in the table below.

Pay Level	Min. Points	Max. Points	Point Range Per Pay Level
I	1	50	49
II	51	70	19
III	71	94	23
IV	95	119	24
V	120	145	25
VI	146	174	28

**C. The Five Factors:**

**1. Skill**

This factor measures the general **knowledge** and specialized, vocational, college or university training necessary, the total amount of practical **experience** required and also the amount of **judgement** required to perform the job duties.

**2. Responsibility**

This factor measures **accountability** by the effect of actions that could cause a loss of time or resources; the degree of care required to **prevent injury or harm to others**; the extent to which an employee is required to **supervise the work of others**; the **contacts** necessary in **communicating** with others, in varying degrees (i.e., casual, informative, complaints or negotiations).

## SCHEDULE “B” – Continued

**3. Mental Effort**

The factor measures the period of time wherein **mental, visual and/or aural attentiveness** is required on the job. Consider both the length of time of attentiveness and also the frequency at which it occurs.

**4. Physical Effort**

This factor measures the amount of **physical effort** (i.e., light, medium and heavy) and duration required. Also the levels of manual **dexterity** by considering the elements of speed and/or accurate hand/eye (or hand/foot) coordination.

**5. Working Conditions**

This factor measures the type (minor, major) and frequency of **disagreeable conditions** under which an employee is required to carry out the job duties.

## SCHEDULE "C"

### PAY EQUITY MAINTENANCE PLAN

#### **I. The Gender Neutral Job Evaluation Plan:**

- (a) The parties to this Letter of Understanding have developed and agreed upon a Gender Neutral Job Evaluation Plan using the five-factor system for all jobs in the Collective Agreement.
- (b) The parties have agreed that implementation of Pay Equity adjustments will continue as long as Government Funds are provided.
- (c) This Letter of Understanding shall be read in conjunction with the Collective Agreement, in particular Article 28.
- (d) Pursuant to the Letter of Understanding dated June 21, 1999 the rates of pay and the pay levels for job classification and the appropriate point rating for each pay level agreed to for Pay Equity purposes are listed in Appendix A. This shall become Schedule "A" (Job Classifications and Pay Rates) in the Collective Agreement, subject to subsequent changes as agreed to between the parties.
- (e) The rates of pay for male dominated classifications shall be those shown in Schedule "A" (Job Classifications and Pay Rates).

#### **II. Job Classification and Reclassification (Article 28 of the Collective Agreement):**

- (a) If the re-evaluation of a job results in a reclassification at a lower pay level than the existing pay level, all incumbents of this job shall be identified as "red-circled".
- (b) Employees who are red-circled shall continue to receive general wage increases.
- (c) If the re-evaluation of a job results in a reclassification at a higher pay level than the existing pay level, all incumbents of this job shall have their pay adjusted retroactive to the date the Request for Review Form was submitted to the Joint Job Evaluation Committee. The earliest date possible will be the signing date of this letter of agreement.

#### **III. Arbitration:**

- (a) In the event the Joint Job Evaluation Committee is unable to reach agreement on any matter relating to the interpretation, application or administration of the Job Evaluation Program, the Committee shall advise the Employer and the Union within ten (10) working days.
- (b) Either party may, by written notice to the other party, refer the dispute to a single arbitrator who will be selected by mutual agreement of the parties. The arbitrator will hear the matter within thirty (30) working days. The jurisdiction of the arbitrator will be limited to the matter in dispute. The arbitrator will not have the power to modify or amend the Job Evaluation Plan or any of its provisions. The arbitrator's decision will be final and binding.
- (c) The arbitrator's fees and expenses will be borne equally between the parties.
- (d) The time limits contained within this article may be extended by the mutual agreement of the parties.

#### **IV. Gender Equity and Wage Increase**

The Employer and the Union agree to apply general wage increase in such a way that gender equity is maintained.

**LETTER OF UNDERSTANDING # 1**

between

**THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 64 (GULF ISLANDS)**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 788**

**Self-Funded Leave Plan**

The Parties agree to establish a Joint Self-Funded Leave Plan Committee comprising two (2) representatives from the Board and two (2) members from the Bargaining Unit within thirty (30) days of signing the Agreement.

The Joint Self-Funded Leave Plan Committee shall determine eligibility requirements and other matters as are required for the operation of this Plan. A report shall be submitted to the parties no later than December 31, 2006.

Signed this 31<sup>st</sup> day of May 2006.

*Original signed by:*

Rod Scotvold, Secretary Treasurer  
Board of Education

*Original signed by:*

Peter Price, President  
CUPE Local 788



**LETTER OF UNDERSTANDING # 2**

between

**THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 64 (GULF ISLANDS)**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 788**

**Voluntary Transfer**

In the event of unique and individual circumstances, an employee may request a voluntary transfer on a temporary basis to another position under the following conditions:

1. Transfer is completely voluntary on the part of both employees.
2. The employees shall continue to be appointed to their original positions during the transfer period.
3. The voluntary transfer shall be for a specific period of time and in any event shall not be longer than 2 years. At the end of 2 years, the transfers shall be made permanent or the employees will return to their original positions.
4. Either employee may, upon thirty (30) calendar days' notice, return to their permanent position, thereby terminating the voluntary transfer.
5. A voluntary transfer shall only be implemented upon mutual agreement of the parties.

Signed this 31<sup>st</sup> day of May 2006.

*Original signed by:*

Rod Scotvold, Secretary Treasurer  
Board of Education

*Original signed by:*

Peter Price, President  
CUPE Local 788

**LETTER OF UNDERSTANDING # 3**

between

**THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 64 (GULF ISLANDS)**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 788**

**Work Experience**

The Parties agree that in order to participate in work experience placements of students or other persons, conditions covering such placements shall be jointly negotiated.

In the event that the parties are unable to reach an agreement on these conditions, no student or other person will be placed in a work experience situation within the School District.

Signed this 31<sup>st</sup> day of May 2006.

*Original signed by:*

Rod Scotvold, Secretary Treasurer  
Board of Education

*Original signed by:*

Peter Price, President  
CUPE Local 788

**LETTER OF UNDERSTANDING # 4**

between

**THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 64 (GULF ISLANDS)**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 788**

**Return to Work**  
**(Disability Accommodation)**

The Parties are committed to voluntary and effective initiatives to accommodate employees with disabilities which recognize the specific health needs of any employee who participates.

Signed this 31<sup>st</sup> day of May 2006.

*Original signed by:*

Rod Scotvold, Secretary Treasurer  
Board of Education

*Original signed by:*

Peter Price, President  
CUPE Local 788

**LETTER OF UNDERSTANDING # 5**

between

**THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 64 (GULF ISLANDS)**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 788**

**Education Assistants Selection Day**

The parties agree to institute a Selection Day for Education Assistants in continuing positions on the following conditions:

1. The process and procedures on the Selection Day will be determined by the Layoff and Recall Committee established pursuant to Article 18.03.
2. Article 18.04(c) Layoff Procedure shall not apply to Education Assistants until the Selection Day process has been completed.
3. The Selection Day will be scheduled on a day in the first week of June.
4. Education Assistants shall claim hours and positions on the Selection Day on the basis of seniority.
5. Eligible Education Assistants for whom a position is not available on Selection Day shall be deemed to be laid off. The layoff notice period in Article 18.07 shall not apply. The Education Assistants shall have Layoff and Recall rights as set out in Article 18.04(c).
6. The parties will meet before December 31 to renew the process and to recommend any changes to be made by mutual agreement.
7. The parties may continue with an annual Selection Day in June in subsequent years subject to mutual agreement.

Signed this 31<sup>st</sup> day of May 2006.

*Original signed by:*

Rod Scotvold, Secretary Treasurer  
Board of Education

*Original signed by:*

Peter Price, President  
CUPE Local 788

**Letter of Understanding # 6**

**between**

**The Board of Education  
School District # 64 (Gulf Islands)**

**and**

**CUPE Union of Public Employees, Local 788**

**Bus Drivers**

Without precedent, the Parties agree that should a bus driver position become vacant within the bargaining unit which is anticipated to be greater than two (2) calendar months, a bus route selection process shall be put in place prior to posting.

This selection process would follow the *Guidelines for Selecting Regular Routes* set out in Appendix C of the Collective Agreement. Any position that remains unselected would then be posted as per Article 14.01(a). Upon the return of the incumbent routes shall revert to the original selection made in June of the previous school year.

Signed this 2<sup>nd</sup> day of May 2011.

*Original signed by:*

Rod Scotvold, Secretary Treasurer  
Board of Education

*Original signed by:*

Andy McNish, President  
CUPE Local 788

**Letter of Understanding # 7**

**between**

**The Board of Education  
School District # 64 (Gulf Islands)**

**and**

**CUPE Union of Public Employees, Local 788**

**Adjustment Committee**

Whereas the Union tabled estoppel language pertaining to Article 14 and in particular Article 14.04 of the Collective Agreement, the parties agree to create an Adjustment Committee consisting of two (2) members of the Union and two (2) representatives of the Board.

The purpose of this Committee is to meet on an as needed basis to review unexpected temporary vacancies which may arise, and to consider the impact of the change being contemplated with reference to student and school based needs, and educational programs.

This letter will not replace Article 14 but will be utilized to address unexpected temporary vacancies which happen during the months of September through June.

This letter shall be reviewed on a bi-annual basis at Labour Management meetings and must be tabled during bargaining for renewal and/or deletion.

Signed this 16<sup>th</sup> day of January 2012.

*Original signed by:*

Rod Scotvold, Secretary Treasurer  
Board of Education

*Original signed by:*

Andy McNish, President  
CUPE Local 788

APPENDIX "A"

**P O L I C Y**

**Gulf Islands  
School District**

Number:                   **545**  
Revision:                 **1**  
Date:                      **1981 05 31**

**ADMINISTRATION OF ORAL/TOPICAL MEDICATION TO PUPILS**

Preamble:                 The Supreme Court of Canada has held with respect to pupils attending school a School Board and the teachers it employs are under a duty to take such care as a careful father would take .....  
They must guard against dangers that can reasonably be foreseen (J. Kinsey, 77 03 14).

“That the Board accepts the necessity of assisting school attending children through the administration of oral/topical medication and authorize the principal and his or her delegate staff member to undertake this action.”

“The administration of oral/topical medication is effected under the authority of the principal.”

In order to administer oral medication the principal must have the oral/topical medication form completed by the prescribing physician. The form must contain the following information:

- (a) That the medication needs to be administered at school;
- (b) The ailment which requires medication;
- (c) The name of the medication;
- (d) The exact dosage;
- (e) Consequences of - missing medication, incorrect dosage;
- (a) Emergency procedures for (e);
- (b) Important side effects;
- (h) A statement as to whether or not the medication is a narcotic or of a substance similar to a narcotic.

Oral/Topical Medication form must then be signed by parent or legal guardian of the pupil to whom the medication is to be administered.

The completed form is received by the principal.

The Public Health Nurse assigned to the school must be informed of the oral/topical medication form received from the prescribing physician and the parent or guardian. The public health nurse must be consulted regarding the administering of the medication. The public health nurse is not expected to be called back to administer the medication.

A record sheet is to be kept in the principal’s office. The record sheet must show the date and time of each administration plus the initials of the person who administered the drug. The medication must be stored according to the directions of the administering physician. The security of the medication is the responsibility of the principal.

## APPENDIX “B”

### BUS DRIVERS

#### **I. Guidelines for Selecting Regular Routes:**

Prior to September school opening each year, regular bus drivers will meet in order to indicate their preference, in order of seniority, for routes for the coming year.

Drivers who will be absent shall give written notice prior to the meeting, stating their preferred routes, in order of priority.

#### **II. The Manager of Plant Services is responsible for making the final decision regarding assignment of routes.**

#### **III. Selection of Bus Drivers for Field Trips:**

Field Trips shall be defined according to District Policy for curricular, educational and sports trips for District students.

Field trips will be assigned to regular participating bus drivers on a rotational basis. Substitute/casual drivers may perform field trips when regular bus drivers are unavailable or unable to do the field trip. Field trips and total field trip hours accumulated for each driver will be posted bi-monthly. Drivers will be notified as soon as possible regarding field trips.

Wherever possible, field trips will be assigned in a manner which will avoid payment of overtime.

#### **IV. Day & Overnight Field Trips Defined:**

- (a) A day field trip is defined as any trip which is completed in one (1) working day.
- (b) An overnight field trip shall be defined as any field trip where the bus driver is required to stay more than one (1) working day.
- (c) Drivers on an overnight field trip shall be given an expense allowance on a per diem rate based on Board Policy. Drivers shall be provided reasonable single accommodation.
- (d) Overnight field trips shall be paid on the following schedule:
  - First Day - 8 hours minimum then overtime
  - Second Day - 10 hours straight time minimum
  - Each Consecutive Day - 10 hours straight time minimum
  - Last Day - 8 hours minimum then overtime

National Safety Code shall take precedence in limiting the number of hours worked per day, with the necessary rest periods.

- (e) For clarification, the regular work week, as per Article 20.01 of the Collective Agreement, shall be separate from the out-of-town and overnight field trip hours, to prevent cumulative overtime rates.



**APPENDIX "B" – Continued**

(f) The scheduled work week shall be from 12:01 a.m. Sunday until 12:00 p.m. Saturday.

(g) Day field trips shall be paid as follows:

Hours over forty (40) hours per week shall be paid at time and one half from 40-48 hours inclusive and at double time thereafter.

Saturday and Sunday field trips shall be paid a minimum of four (4) hours.

Evening Field trips shall be paid a minimum of two (2) hours.

Day field trips over eight (8) hours will be paid at overtime rates as per Article 20.01.

If a "call-out" is necessary to obtain a driver, provisions of Article 20.02 apply.

APPENDIX "C"

June 6, 2000

Ref. No. 116240

Irene Holden  
Labour Relations Board  
900 – 360 West Georgia Street  
Vancouver, BC V6B 6B2

and

Vince Ready  
650 – 475 West Georgia Street  
Vancouver, BC V6B 4M9

Dear Irene Holden and Vince Ready:

Re: Industrial Inquiry Commission concerning settlement Collective Agreement  
Between British Columbia Public School Employers' Association  
(and Member School Districts) and School District Support Staff Trade Unions  
(IIC #2)

I am writing concerning IIC #2 and your recommendations for settlement dated May 30, 2000 (the "Report") and provided to the parties and government. Some of these issues were also referenced in the Commission's letter of May 31, 2000 to CUPE representative Gary Johnson.

I understand that you intend to use those recommendations for the basis of your binding decision in accordance with your powers under the Public Education Support Staff Collective Bargaining Assistance Act (the "Act").

I note, as well, that you make reference to certain items which the government has agreed to fund. I wish to affirm, for all parties to the collective agreement or to the documents deemed to be a collective agreement under the Act, that the government commits to fund as follows:

1. The monies committed by government and recommended by IIC #2 for the Four Hour Minimum Work Day Fund (\$5 million, annually) on each of July 1, 2000, July 1, 2001 and July 1, 2002, as described in the IIC #2 Report.
2. Should the \$5 million in the fund identified in paragraph #1 above not be entirely expended for purposes related to the Four Hour Minimum Work Day Fund, any surplus will be transferred to the employment security fund on a yearly basis. That fund is identified in paragraph #3 below. This arrangement is also recommended by IIC #2 and described in the Report.
3. The monies committed by government and recommended by IIC #2 for employment security (3.5 million, annually) on each of July 1, 2000, July 1, 2001 and July 1, 2002 to the Support Staff Job Security Fund as described in the IIC #2 Report.
4. The monies committed by government and recommended by IIC #2 to fund the LTD plan (\$11.8 million, annually) on January 1, 2002, January 1, 2003 and each January 1, thereafter, to the Joint Benefits Trust fund mentioned in the IIC #2 Report and the Accords.

The government also agrees that it would be appropriate for IIC #2 to retain jurisdiction regarding implementation of these items over the course of the collective agreement.

Sincerely,  
Paul Ramsey  
Minister of Finance and  
Corporate Relations

**\*Copied as per letter signed by Paul Ramsey**