

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE BOARD OF EDUCATION  
OF SCHOOL DISTRICT NO. 85  
(VANCOUVER ISLAND NORTH)**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 2045**

**JULY 1, 2010 TO JUNE 30, 2012**

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THIS AGREEMENT made and entered into this 23<sup>rd</sup> day of February, 2012.

Ratification Date: 26<sup>th</sup> of March, 2012.

between

THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 85  
(VANCOUVER ISLAND NORTH)

(hereinafter referred to as the "Board")

and

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 2045

Representing those employees who are affected by this Agreement

(hereinafter referred to as the "Union")

It is the purpose of this Agreement:

1. To promote the effective and efficient operation of the School District.
2. To maintain relations between the Board and the Union and provide settled and just conditions of employment.
3. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment and services.
4. To promote the morale, well-being and security of all employees in the bargaining unit.

THEREFORE the parties agree to the following:

**ARTICLE 1 - DEFINITIONS**

1.01 Regular Full-Time and Regular Part-Time Employee

A regular full-time employee shall be defined as an employee who works the full hours per day according to the hours as shown in Clauses 18.01 and 18.03 who has completed the probationary period.

A regular part-time employee shall be defined as an employee who works less than full hours as outlined in Clauses 18.01 and 18.03 who has completed the probationary period.

1.02 Seasonal Employee

A regular employee employed for a period of less than ten (10) months per year who has completed the probationary period.

1.03 Temporary Employee

A temporary employee shall be defined as an employee who:

- (a) is employed to relieve an absent employee;
- (b) is employed to augment the regular staff on a day-to-day basis;
- (c) is employed on a special project of a limited duration.

In the event a temporary employee is employed in accordance with Clause 1.03 (b) or (c), such employment shall not exceed ninety (90) calendar days unless the period is extended by mutual consent of the parties.

An employee employed pursuant to Clause 1.03 (a) for a period of nine (9) months or longer shall have the option to participate in "employee benefits" for regular employees (Article 28) or to receive six percent (6%) in lieu as set out in Clause 28.06.

1.04 Promotion

Shall be defined as an advancement of an employee to a higher paid classification, such advancement shall be as a result of an application for a posted vacancy.

1.05 Transfer

Shall be defined as a movement from one (1) position to another position with the same or lower paid classification or from one (1) location to another. Such movement shall be a result of an application for a posted vacancy or as a result of an employee accepting a move to another location to avoid being laid off.

1.06 Unpaid Leave

Leave of absence without pay shall be defined as any unpaid leave except a leave where an employee is entitled to Workers' Compensation without sick leave top-up for a period of ten (10) months or less. It also shall not include leave of absence for Union business when the Board is reimbursed for that time.

**ARTICLE 2 - RECOGNITION OF MANAGEMENT**

2.01 Management Rights

- (a) The Union recognizes that the management of the operation of the Board, including the determination of methods of operation and the direction and strength of the work force, is vested exclusively in the Board and that the Board may make and alter from time-to-time, rules, regulations and schedules to be observed by the employees.
- (b) The Board shall have the right to hire, assign, discipline or discharge an employee for proper cause but such right shall be exercised in a manner consistent with the provisions of this Agreement.

**ARTICLE 3 - RECOGNITION OF THE UNION**

3.01 Bargaining Unit

The Board recognizes Local 2045 of the Canadian Union of Public Employees as the sole and exclusive bargaining agency for all of its employees for whom it has been certified as the bargaining authority by the Labour Relations Board of British Columbia, and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 Managerial or Confidential Employees

The following positions are mutually recognized to be excluded from the bargaining unit:

Secretary-Treasurer

Administrative Assistant to Superintendent  
Superintendent  
Assistant Superintendent  
Speech and Language Pathologist  
Manager of Operations and Maintenance Services

3.03 Regular Full-Time, Regular Part-Time, Seasonal & Temporary Employees

The provisions of this Agreement recognize all regular employees, seasonal employees, and temporary employees with seniority rights unless specified otherwise. Certain provisions of this Agreement recognize temporary employees with the exception of provisions that only recognize regular employees, seasonal employees, and/or temporary employees with seniority rights.

3.04 Government Grants

The Union recognizes the Board's application for government sponsored work programs. Salaries or wages paid to employees hired under these programs will be established by the program sponsor. The Union will receive a copy of all contract applications related to these government work programs. There will be no reduction in hours or layoffs of existing employees that will occur because of such programs.

**ARTICLE 4 - NO DISCRIMINATION**

4.01 Board Shall Not Discriminate

The Board subscribes to the principles of the Human Rights Act, and there will be no discrimination exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, discipline, discharge, or any other matter.

4.02 Discrimination Re Union Activity

The Board shall not discriminate against employees because of their involvement or non-involvement in the Union.

4.03 No Discrimination Pursuant to the Human Rights Code of BC

The Parties hereto subscribe to the provisions and principles of the Human Rights Code of British Columbia and, without limiting the generality of the foregoing, the Parties shall not discriminate against any member of the bargaining unit on the basis of race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age (as defined in the Human Rights Code), political affiliation or because he/she is participating in the lawful activities of the Union.

Where there exists a bona fide occupational requirement or an affirmative action program it shall not be considered discrimination.

4.04 Gender Expression and Identity

The parties agree that there will be no discrimination on the basis of gender expression, gender identity, or transsexual transition status.

4.05 Sexual Harassment

(a) 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) compromising invitations
  - (v) demands for sexual favours
  - (vi) physical assault
- (b) Sexual harassment is a serious offence and any employee of the Board found guilty of sexual harassment will be subject to severe disciplinary action(s) or discharge.
- (c) Complaints regarding alleged sexual harassment shall be dealt with seriously and in strict confidence.
- (d) Any employees who believe they are being sexually harassed will take the following action:
- (i) The complainant shall request a meeting with the alleged offender unless the complainant believes that no useful purpose would be served by such a meeting. If such a meeting is to be held, both parties shall attempt to reach an agreement for the resolution of the complaint. If the complainant and/or the alleged offender are members of the Union, they may be accompanied by another member of the Union.
  - (ii) If no such meeting is requested, or if there is a meeting and if no agreement for the resolution of the complaint has been reached, or an agreement for resolution has been breached by the offender, a complaint may be filed with a Senior Board Official.



The Senior Board Official shall convene a meeting of the complainant and the alleged offender and each may be accompanied by a representative of the Union or another Board employee. Both parties shall attempt to reach agreement on a course of action.

- (iii) If no agreement is reached in the meeting with the Senior Board Official, or the agreement is breached, the complainant may refer the matter to Step 3 of the Grievance Procedure as per Article 12.
- (e) When sexual harassment may result in the transfer of an employee, it shall be the offender who is transferred, unless the complainant requests the transfer.
- (f) No employee shall be subject to reprisal, threat of reprisal or discipline as a result of filing a bona fide complaint of sexual harassment. In the event the complaint is found to be a false or malicious complaint, appropriate action may be taken.

## **ARTICLE 5 - UNION MEMBERSHIP**

### 5.01 All Employees to be Members

All present employees in positions that fall within the Union's certification shall maintain their membership as a condition of employment. All new employees being hired for positions that fall within the Union's certification, shall on the first (1<sup>st</sup>) day of employment, become members of the Union, pay dues, and maintain their membership as a condition of employment.

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

6.01 The Board agrees to honour a written assignment of all dues and assessments and will forward all monies so deducted to the Treasurer of the Union. The Union agrees to supply the Board with a letter stating that the assessment was duly authorized at a general meeting with the date of the meeting indicated. Deductions shall be made from bi-weekly payroll periods and forwarded not later than the tenth (10<sup>th</sup>) work day of the month following.

### 6.02 Dues Receipt

The amount of Union dues deducted from each employee shall be shown on annual T-4 slips.

## **ARTICLE 7 - BOARD & UNION SHALL ACQUAINT NEW EMPLOYEES**

### 7.01 New Employees

- (a) The Board will acquaint new employees being hired with the existence of the Union and issue them with a copy of the Agreement.
- (b) On commencing employment, all employees' immediate supervisors shall introduce new employees to their Shop Stewards.
- (c) The Shop Steward, at that time, shall be given an opportunity to orient all new employees within regular working hours without loss of pay, for a maximum of thirty (30) minutes for the purpose of acquainting new employees with the benefits and duties of Union membership and their responsibilities and obligations to the Union. Where such personal contact is impractical due to distance and time, the employees shall be contacted on the telephone by the Shop Steward closest to the employees' place of work.

## **ARTICLE 8 - N/A**

## **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 Board.

### 9.02 Function of the Committee

The Committee shall meet with the objective of achieving improved employee/Employer and Union/Management relations and a more efficient and effective work environment. The Committee will give serious consideration to any matter consistent with its objectives and the provisions of Clause 9.03.

### 9.03 Jurisdiction of the 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 Board. The Committee shall have the power to make recommendations to the Union and the Board with respect to its discussions and conclusions.

9.04 Pay During Meetings

Employees on the Labour-Management Committee shall not be deducted pay for meetings or portions thereof held during their regularly scheduled working hours.

**ARTICLE 10 - COLLECTIVE BARGAINING**

10.01 Bargaining Committee – Board

The Board shall appoint a Bargaining Committee of up to four (4) members and shall advise the Union of the makeup of the Committee when it has been appointed.

10.02 Bargaining Committee – Union

The Union shall appoint a Bargaining Committee of up to four (4) members and shall advise the Secretary-Treasurer of the Board of the names of the members of the Committee when it has been appointed.

10.03 Additional Representatives

Each party to this Agreement shall have the right to have the assistance of representatives when dealing or negotiating with the other party.

10.04 Meeting of the Committee

In the event of either party wishing to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement, however such a meeting is to be held not later than ten (10) days after the request has been given, unless changed by mutual consent.

10.05 Pay During Meetings

Employees on the Bargaining Committee shall not be deducted pay for collective bargaining meetings with the Board if held during their regularly scheduled working hours.

**ARTICLE 11 - RESOLUTIONS AND REPORTS OF THE BOARD**

11.01 Board Shall Notify Union

A copy of the public minutes of the Board meetings, after adoption by the Board, shall be forwarded to the Secretary-Treasurer of the Union.

## **ARTICLE 12 - GRIEVANCE PROCEDURE**

### 12.01 Shop Steward

- (a) Shop Stewards may be appointed by the Union. Shop 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 Shop Stewards will leave their assigned duties without permission, which shall not be unreasonably withheld. All time off taken for this purpose shall be reported in writing to the Board.
- (b) The Union shall notify the Board in writing of the name of all Shop Stewards and the area(s) they represent and the name of the Chief Shop Steward, before the Board shall be required to recognize them. Union appointments of Shop Stewards to areas represented will, in all instances, be made in accordance with the requirement to minimize time spent away from the job and any adverse effects thereof.

### 12.02 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, operation, or alleged violation of the Agreement, including a question as to whether or not a matter is arbitrable.

### 12.03 Grievance Procedure

Any differences arising between the parties shall be resolved without work stoppage in the following manner:

#### Step 1

The individual employee, with or without the company of a Union representative, shall first discuss the matter with their supervisor within ten (10) work days of the occurrence of the alleged grievance.

If the matter is not resolved within five (5) work days, then:

#### Step 2

Within a further five (5) work days the matter shall be submitted in writing by the Chief Shop Steward, President or designate to the Secretary-Treasurer of the Board or designate, with a copy to the supervisor. The written submission shall include the nature of the grievance, circumstances from which it arose, and relevant provisions of the Agreement and/or legislation. The Secretary-Treasurer or designate shall meet with the appropriate Union representative within ten (10) work days of the written submission and attempt to resolve the

matter. By mutual agreement the grievor and/or the supervisor may be interviewed at the Step 2 meeting. If the matter is not resolved at this time within a further five (5) work days, then:

### Step 3

Within a further ten (10) work days from receipt of the Employer's written response the matter shall be discussed between a Grievance Committee of the Board consisting of one (1) Trustee and the Secretary-Treasurer, and the Grievance Committee of the Union consisting of two (2) members of the Union. All such meetings shall be under the Chairpersonship of the Trustee. By mutual agreement the grievor and/or the supervisor may be interviewed at the Step 3 meeting. Should the matter not be resolved within ten (10) work days from receipt of the Employer's written response, then the matter shall be referred to Arbitration as outlined in Article 13.

#### 12.04 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs or when a group of employees has a grievance, such grievance shall be submitted directly to the Secretary-Treasurer.

The Board and/or the Union shall have the right to submit, in writing, any dispute of a general nature to the other party.

#### 12.05 Dismissal or Suspension

In the case of a dismissal or a suspension, Step 1 of the grievance process may be by-passed.

#### 12.06 Resolution in Writing

Final resolution of a grievance shall be reduced to writing and signed by the Union and the Board or their designates.

## **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 to the Arbitration Board. Within thirty (30) 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.

### 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 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 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 thirty (30) days.

### 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 (1/2) 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 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 Board'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 (1/2) of the cost of such single Arbitrator. The single Arbitrator shall have the same powers as an Arbitration Board.

## **ARTICLE 14 - DISMISSAL AND DISCIPLINE**

### 14.01 Discipline, Suspension and Dismissal

Any employee may be disciplined, suspended or dismissed for just and reasonable cause by the Board. Should just and reasonable cause not be determined, the employee shall be reinstated with full benefits and paid for lost time.

### 14.02 Reasons for Discipline or Dismissal

When an employee is disciplined or dismissed, the employee shall be given the reason for the action.

### 14.03 Shop Steward Present

Where a supervisor intends to meet with an employee to administer discipline or for purposes of dismissing the employee, a Shop Steward or, in the absence of a Shop Steward, a Union official shall be present.

### 14.04 Written Notification

In the event an employee is suspended, or is dismissed, the employee shall be provided with written notification specifying the action taken and the reasons for the action. When an employee is issued a written warning it shall include the reasons for the warning(s). The written warning or the written notification will be presented to the employee with a copy to the Union in the course of the meeting noted in Clause 14.03, or within five (5) work days of such meeting.

#### 14.05 Crossing of Picket Lines During Strike

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

### **ARTICLE 15 - SENIORITY**

#### 15.01 Seniority Defined

Seniority is defined as the length of service in the bargaining unit and shall be applied on a bargaining-unit-wide basis except as otherwise provided in this Agreement.

#### 15.02 Role of Seniority in Promotions, Transfers & Staff Changes

Both parties recognize:

- (a) the principle of promotion within the service of the Board;
- (b) that job opportunities should increase in proportion to the length of service.

In the appointment of regular employees, seasonal employees, and temporary employees with seniority rights to vacancies or new jobs, ability and qualifications as per job descriptions shall be the primary consideration, and seniority shall be the determining factor. No outside applicant shall be appointed to a vacancy or new job if a regular employee, seasonal employee, or a temporary employee with seniority rights, who possesses the necessary qualifications, has applied for the vacancy or new job.

#### 15.03 Retention/Accrual/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 or leave of absence with pay approved by the Board, except as otherwise provided in this Agreement.

Employees shall not lose seniority but shall cease to accrue seniority during periods of layoff except as otherwise provided in this Agreement. Seasonal and regular ten (10) month employees shall accrue twelve (12) months of seniority per year.



Seniority shall cease to accrue for any leaves of absence without pay exceeding sixty (60) work days. This provision will not apply with respect to Maternity/Paternity and Parental/Adoption Leave as provided in Clause 24.09.

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 fourteen (14) calendar days after being notified by registered mail to do so, unless good and sufficient cause is given by the employee. It shall be the responsibility of the individuals to keep the Board informed of their current address.
- (d) An employee who is on layoff for a period in excess of:
  - (i) Twelve (12) months for employees with five (5) years or less of continuous employment.
  - (ii) Eighteen (18) months for employees with more than five (5) years of continuous employment.

Layoff shall be extended in accordance with Clause 15.08 (e).

- (e) An employee on approved leave of absence without pay fails to return to work at the prescribed time in accordance with the terms of leave of absence being granted, and an extension of such time has not been granted prior to the expected termination date.
- (f) An employee commences medical leave without pay for a period in excess of twenty-four (24) consecutive months, unless the employee has been given a known date of return to work by an attending physician.

#### 15.04 Notice of Resignation

An employee voluntarily leaving the service of the Board shall be required to give the Secretary-Treasurer two (2) weeks' notice of termination of employment.

#### 15.05 Probation for New Employees

- (a) New employees will be considered probationary for three (3) consecutive months of continuous employment excluding periods of layoff and leaves of absence from their initial date of appointment.

- (b) Employees who the Board 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 a probationary period, an employee may apply for another position, they may resign, or they may be terminated for failure to meet the Board's standards of performance.

#### 15.06 Seniority List

- (a) A seniority list of regular employees followed by temporary employees with seniority shall be published by the Board on or before July 5<sup>th</sup> and January 5<sup>th</sup> of each year, as of June 30<sup>th</sup> and December 31<sup>st</sup>, and a copy sent to the Secretary of the Union.
- (b) Where seniority is equal for employees hired on or after September 1<sup>st</sup>, 1992, the employee with greater seniority will be determined by lot.
- (c) Where seniority is equal for employees hired prior to September 1<sup>st</sup>, 1992, the employee whose written application arrived in the hands of the Board first shall be considered to be the most senior employee.

#### 15.07 Temporary Employees

- (a) Temporary employees with up to one hundred fifty-nine (159) accumulated days of service shall not lose such service unless they are not called in to work for a period of six (6) calendar months, they resign, or are terminated.
- (b) Temporary employees with more than one hundred fifty-nine (159) accumulated days of service shall obtain seniority rights (except Article 17), and shall not lose such rights unless they are not called in to work for a period of twelve (12) calendar months, they resign, or are terminated,
- (c) A temporary employee who fails to meet the Board's standards of performance may apply for another position, resign, or be terminated.
- (d) A temporary employee, upon being appointed to a regular position, shall serve a period of probation in accordance with Clause 15.05.
- (e) The length of service of a regular employee and temporary employee with seniority shall include all days worked as a temporary employee that have been accumulated and not lost in accordance with this Article.
- (f) The formula for calculating length of service as temporary employees is – years of service = days paid/two hundred fifty (250).

## 15.08 Increased Hours of Employment

- (a) Provided that the employees are qualified and have registered with the Board for work in particular job classifications, temporary vacancies of less than ninety (90) calendar days, shall be offered firstly to laid off employees, or secondly, to part-time employees, and thirdly, to temporary employees with seniority rights, in order to allow them to gain or increase their hours of employment.
- (b) In order to accommodate the above, the Board shall maintain the following lists by seniority:
  - (i) employees who are laid off;
  - (ii) part-time employees who wish to increase hours by accepting a temporary position (employees with less than one (1) hour of availability per day will not be included);
  - (iii) temporary employees with seniority rights.

The Board will distribute the lists to all supervisors on a monthly basis from September to June, unless no changes have occurred in the prior month.

- (c) Employees shall be registered in particular job classifications as soon as they provide proof that they possess the necessary qualifications as per job descriptions, prior to being offered additional hours.
- (d) The temporary positions shall be offered to the laid off or part-time employees, who have the greatest seniority and having the required qualifications for the temporary position. Following the temporary appointment, the employees shall revert to their original status.
- (e) Part-time employees shall retain their own hours when they apply for additional hours of work. The retention of hours may be waived for employees who work five (5) hours per week or less. Employees on layoff status referred to in this Article, are subject to the provisions of Clause 15.03 (d). The recall period will be extended by the number of days worked under Clause 15.08.
- (f) Notwithstanding the provisions regarding increased hours the Board may call out and/or offer limited, short duration non-scheduled hours and/or overtime, to incumbent employees where it is not practicable to apply those provisions.

### 15.09 Refusing Increased Hours of Employment

A part-time employee who requests to be placed on the list for increased hours and then refuses three (3) consecutive assignments shall be removed from the list for a period of six (6) months. Such employees shall be advised they are being removed from the list and shall be given a full opportunity to explain the reasons for the refusals, and to show cause for their immediate reinstatement to the list.

## **ARTICLE 16 - PROMOTIONS AND STAFF CHANGES**

### 16.01 Vacancies and New Jobs

If any vacancy or new job is created, such vacancy or new job must be posted on all bulletin boards for a minimum of five (5) working days and may be concurrently advertised outside, where it is unlikely there would be a qualified internal applicant.

If the hours of work for an existing position are increased by two (2) hours per day or more, such a position will be treated as a new job and will be posted in accordance with the above.

The Board is not required to post temporary positions of less than ninety (90) calendar days duration.

No consideration shall be given to outside applicants until the applications received from regular employees, seasonal employees and temporary employees with seniority rights within the five (5) work day posting period have been fully processed.

Vacancies or new jobs shall first be offered to persons on the recall list who were in a position with the same or greater hours, provided they are qualified to fill the position.

Wherever possible, appointments from within the bargaining unit shall be made within two (2) weeks of the closing date of the posting.

### 16.02 Information in Postings

A copy of the most recent job description shall be attached to all job postings. In addition, job postings shall contain the following information:

- Job Title
- Location
- Qualifications
  - education requirements
  - special skill requirements

- experience
- Daily or weekly hours of work
- Whether the position is regular or temporary, and if temporary, the anticipated duration
- Wage rate.

16.03 Trial Period for Promotions

All promotions shall be made on the basis that the first three (3) months of continuous employment be a trial period. If during or 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 their former position. Any other employees affected because of this return, shall also be returned to their former position. In the event the former position no longer exists, such employee shall exercise their bumping rights.

16.04 Trial Period for Transfer

All transfers shall be made on the basis that the first three (3) months of continuous employment be a trial period. If during or 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 their former position. Any other employees affected because of this return, shall also be returned to their former position. In the event the former positions no longer exist, such employees shall exercise their bumping rights.

16.05 Notification

The Board will provide the Union with copies of all letters of appointment and will provide written notification of letters of resignation within ten (10) days of the action taking place.

16.06 a) Duty to Accommodate

The Parties agree that this article will apply to Accommodation cases that will require long term Accommodation.

- (i) In circumstances where a Regular employee in the CUPE bargaining unit may be unable to perform the regular duties of his/her position due to a mental or physical disability, the Employer and the Union, together with the affected employee, shall meet to discuss and to consider the available evidence regarding the existence and nature of the disability and, if necessary, options with respect to the accommodation of the employee. The Parties agree to work together to consider how the employee's disability can best be accommodated without causing

undue hardship to the Employer or the Union. The affected employee shall participate and cooperate fully in this process.

- (ii) The Parties, and the affected employee, shall share with each other all information relevant to the accommodation of the affected employee, including medical information pertaining to the employee's disability, and information regarding the requirements/duties of the employee's position.
- (iii) The Parties will attempt to accommodate the employee as follows, in order of preference:
  - 1. In the employee's current position;
  - 2. In the employee's current classification;
  - 3. In another classification with equivalent hours/rate of pay, but for which the employee possesses the necessary qualifications pursuant to the job description.
  - 4. In another classification which does not have equivalent hours/rate of pay, but for which the employee possesses necessary qualifications pursuant to the job description.
- (iv) In considering the feasibility of the options set out in (iii) above, the parties shall consider such options as the modification of duties, shifts, equipment and/or the retraining of the employee, up to the point of undue hardship to either Party.
- (v) It is understood and agreed that nothing in this article will require the Employer or the Union to agree to an accommodation which would impose undue hardship on the Employer or the Union. No other Regular Employee shall be affected by the accommodation unless there is no other reasonable alternative.
- (vi) Agreements between the parties regarding the accommodation of employees shall be in writing. The Parties will meet to amend the accommodation agreement in the event that there is a change in the accommodated employee's circumstances, including a lessening or worsening of the employee's disability.

b) Disabled Employee Preference

Any regular employees covered by this Agreement who have given good and faithful service to the Board and who, through advancing years or disability are unable to perform their regular duties satisfactorily, shall be given the preference of any light work available with no reduction in pay rate. Such employees shall not displace from their position an employee with more seniority. Light work positions filled in accordance with this Clause shall not be posted.

## **ARTICLE 17 - LAYOFFS AND RECALLS**

### 17.01 Definition of Layoff

A layoff shall be defined as a reduction in the workforce or a reduction in the hours of work of fifteen percent (15%) or more in any consecutive three (3) fiscal years.

### 17.02 Advance Notice of Layoff

Unless legislation is more favourable to regular employees, the Board shall notify regular employees who are to be laid off ten (10) work days prior to the effective date of layoff. If the regular employees have not had the opportunity to work the days as provided in this Article, they shall be paid for the regular hours of work missed because the full notice period was not made available. The Union will be advised of all layoffs within ten (10) days of notice of layoff being served.

### 17.03 Options Upon Receipt of Layoff Notice

In the event of layoff as a result of a reduction in hours, employees shall have the option of accepting the reduced hours, or exercising their bumping rights. In the event of layoff as a result of a reduction in the work force, employees shall have the option of accepting the layoff and being placed on the recall list, or exercising their bumping rights.

### 17.04 Role of Seniority in Layoff

- (a) In the event of a layoff, employees shall be laid off in the reverse order of their 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 one (1) to five (5) job classifications. Job classifications paid at the same rate shall, for purposes of this Article, be counted as one (1) job classification.

- (b) Regular employees who have received layoff notice may exercise bumping rights under the following conditions:
- (i) Any employee may bump a less senior employee providing the employee has the necessary qualifications and ability to fill the position and a trial period of three (3) calendar months will apply to any employee moving into a new job as a result of bumping. If

during or at the end of that period the employee does not prove satisfactory or if the employee so desires, then the provisions of Clause 17.04 (a) shall be re-applied. In the event the employee does not have the necessary seniority or qualifications to bump a second time, they will be laid off.

- (ii) Employees shall notify the Board in writing within five (5) work days of receiving layoff notice, whether bumping rights will be exercised or whether the employee opts for layoff. If bumping rights are to be exercised, the employee must identify the position they wish to bump into.
- (c) The Union recognizes the Board's obligation to the community to continue to provide educational services during periods of layoff, all the while respecting the provisions of this Agreement.

#### 17.05 Temporary Layoff of Ten (10) Days or Less

The provisions of this Article do not apply to a temporary layoff of ten (10) work days or less as a result of emergency conditions beyond the control of the Board such as fire or natural disaster. Additionally, ten (10) month employees and seasonal employees shall not have the right to bump during the period of time they would not normally work (e.g. Christmas break, Easter/Spring break, etc.).

#### 17.06 Recall Procedure

Recall shall be in order of seniority, providing the regular employee has the necessary qualifications and ability to fill the position and the recall would not constitute a promotion. The employee who is laid off and subsequently recalled to fill a temporary position for a specific period of short duration, shall be exempted from the notice provision contained in Clause 17.01. The Union will be advised of all recalls within ten (10) days of the date of recall. A trial period of three (3) calendar months will apply to any employee moving into a new job as a result of recall. If during or at the end of that period the employee does not prove satisfactory or if the employee so desires, then the employee shall return to the recall list.

### **ARTICLE 18 - HOURS OF WORK**

#### 18.01 Hours of Work

- (a) For Full-Time Clerical Staff & Teacher Assistants

The regular work day for full-time employees shall be seven (7) hours and the regular work week shall be thirty-five (35) hours.



(b) For Full-Time Custodial, Grounds, Maintenance & Transportation Staff

The regular work day for full-time employees shall be eight (8) hours and the regular work week shall be forty (40) hours.

(c) For Part-Time Employees

The regular work day and work week shall be as defined in the posting for the position which is currently held, taking into account any amendments which may occur or may have occurred in accordance with (e) below.

(d) Additional Hours

Any employees falling in (a) above, working additional hours falling in (b) above, shall only be paid overtime rates once they have worked eight (8) hours per day or forty (40) hours per week.

Any employees falling in (b) above, working additional hours falling in (a) above, shall only be paid overtime rates once they have worked eight (8) hours per day or forty (40) hours per week.

(e) Amended Hours

The Board shall have the right to amend the hours of work when such action is warranted in accordance with terms and conditions of this Agreement.

18.02 Regular Work Week

(a) Monday to Friday

The regular work week shall not exceed five (5) consecutive work days, Monday to Friday, with the understanding that where the conditions of a special job or where situations require it, the work week may be changed for short periods of time.

(b) Other Than Monday to Friday

In the event that certain areas are identified as requiring, on a regular weekly basis, a Tuesday to Saturday work week, the Union shall be given opportunity for input.

18.03 Day Shift

Day shift shall be defined as a full-time shift: eight (8) hours for custodial, grounds, maintenance, and transportation staff, seven (7) hours of work for

clerical staff and teacher assistants, scheduled between the hours of 6:00 a.m. and 5:30 p.m.

#### 18.04 Afternoon Shift

Afternoon shift shall be defined as eight (8) hours of work between the hours of 2:30 p.m. and 1:00 a.m.

#### 18.05 Split Shifts

It is recognized and accepted by the Union that in order to provide full employment for individual employees, those situations will occur which necessitate split shifts outside of the normally scheduled range of times.

#### 18.06 Four (4) Hour Minimum

- (a) The Employer is committed to providing a minimum of four (4) hours of work for a regular employee, a temporary employee in a posted position or a seasonal employee reporting for work.
- (b) Exemptions from the four (4) hour minimum:
  - (i) small schools with fewer than fifty (50) students in which case a two (2) hour minimum will apply;
  - (ii) crossing guard attendants, noon hour supervisors, or special needs noon hour supervisors;
  - (iii) employees currently scheduled to work at least four (4) hours per day shall not have their hours reduced as a result of this Clause;
  - (iv) other positions by mutual agreement.
- (c) The four (4) hours will be consecutive but may exclude a lunch period of up to one (1) hour. 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.
- (d) Where posting of additional hours is required, additional hours of less than four (4) hours may be posted as "extra hours" and are available to employees who are able to accept the hours, in addition to their current assignment. Where posting of extra hours is not required, the additional hours shall be assigned as per the Collective Agreement.

#### 18.07 Flexible or Modified Work Schedules

The Board and the Union agree to consider requests from the Board, or an employee or groups of employees who wish to work a modified or flexible work schedule, where such a work schedule is consistent with the principles of safety, efficiency and effective provision of services. It is understood that requests are considered on a "without prejudice or precedent" basis and may be denied without recourse to the Grievance Procedure. Where the Board and the Union mutually agree to a request for modified or flexible work schedule, it shall be set out in a Letter of Understanding which would take precedence over Articles 18 through 21 inclusive and such other Articles as specified in the Letter.

#### 18.08 Regular Full-Time Maintenance Department Employees

Regular Full-time maintenance department employees and the Working Foreman – Transportation, may work ten hours per day, in four shifts per week, between July 1 and August 31. This flexible work schedule, pursuant to Clause 18.07 of the Collective Agreement, may be cancelled by the employee or the Employer at any time without notice and without reason.

Although the earning and payment of sick days, statutory holiday pay and vacation pay will continue to be based on an eight (8) hour day, employees will be permitted to increase their hours of pay to equal forty (40) hours per week.

#### 18.09 Annual Employment

- (a) The annual term of employment will be made known to all regular and seasonal employees at the time of engagement or after a change of job classification.
- (b) The Board will endeavour, where practical, to provide twelve (12) month employment for all employees other than those employed on less than a twelve (12) month basis.

#### 18.10 Rest Periods

Employees shall be permitted a paid rest period of fifteen (15) consecutive minutes in each case as follows:

- (a) an eight (8) hour shift; in each four (4) hours;
- (b) a seven (7) hour shift; in each three and one-half (3-1/2) hours;
- (c) a shift of more than three (3) hours, but less than seven (7) shall be permitted one (1) rest period.

### 18.11 Meal Breaks

Employees working more than five (5) consecutive hours shall be given a meal break of thirty (30) minutes. If an employee is required to be available, the meal break shall be considered paid time.

## **ARTICLE 19 - OVERTIME**

### 19.01 Authorization for Overtime

All overtime work and compensatory time off must be authorized by the Secretary-Treasurer or delegate.

### 19.02 Overtime to be Kept to a Minimum

The Board shall keep overtime to a minimum and at the request of the Union is prepared to discuss the circumstances of any overtime requirements.

### 19.03 Overtime Rates

- (a) Approved overtime for all employees will be paid bi-weekly or banked at the rate of one and one-half times (1-1/2x) the employee's current rate of pay for the first two (2) hours, and double (2x) the employee's rate of pay for succeeding hours.

Employees shall have the option of having banked time paid out by June 30<sup>th</sup> of each year or filling out a leave request form by June 30<sup>th</sup> of each year, stating when banked hours are to be taken. Banked hours must be taken by October 1<sup>st</sup> of the same year.

- (b) All time worked on Saturdays shall be paid at time and one-half (1-1/2x). Time worked on Sundays and Statutory Holidays shall be paid at double (2x) the employee's current rate of pay, with the exclusion of Bus Drivers, who shall be paid in accordance with Clause 35.03 (i).

Any overtime worked on Saturday shall be paid at the rate of one and one-half times (1-1/2x) the employee's current rate of pay for the first two (2) hours and double (2x) the employee's rate of pay for succeeding hours.

- (c) Part-time employees shall receive the overtime rate noted in (a) above after completion of eight (8) hours per day or forty (40) hours per week for Custodial, Grounds, Maintenance, Transportation and Dormitory staff, and seven (7) hours per day or thirty-five (35) hours per week for Clerical staff and Teacher Assistants in a regular work week.

- (d) Regular part-time and temporary employees who work on Saturday or Sunday for the purpose of performing duties resulting from community use of schools shall not be paid overtime rates until the provisions of Clause 19.03 (c) have been met.
- (e) Employees who work a regular Tuesday to Saturday work week shall have Clause 19.03 (b) above interpreted as reading Monday shall be Saturday and Sunday shall be Sunday.

19.04 Call-out

Regular full-time employees called out for special or emergency work after regular shift or on Saturday or Sunday will be granted a minimum of two (2) hours at overtime rates. Regular part-time employees called out for special or emergency work (work other than that provided in Clause 15.08) after regular shift or on Saturday or Sunday will be granted a minimum of two (2) hours at overtime rates, unless Clause 19.03 (d) applies.

19.05 Time Off in Lieu of Overtime

Compensatory time off will be mutually pre-arranged by the employee and the Board at overtime rates.

An employee shall not be required to layoff during regular hours to equalize any overtime worked.

**ARTICLE 20 - SHIFT WORK**

20.01 Shift Differential

Any employees whose regular shift ends at any time between the hours of 6:00 p.m. and 1:00 a.m. shall receive a shift differential of forty cents (\$0.40) per hour in addition to their regular rate of pay.

20.02 Split-Shift Differential

Any employees working a split shift where the split in shifts is greater than two (2) hours shall be paid thirty cents (\$0.30) per hour in addition to their regular pay.

**ARTICLE 21 - HOLIDAYS**

21.01 Statutory Holidays

- (a) The following are Statutory Holidays:

New Year's Day

Family Day  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day (employees who work in first half (1/2) of July only)  
B.C. Day (employees who work in first half (1/2) of Aug. only)  
Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

and any other day proclaimed by the Federal or Provincial governments.

- (b) Employees who work at least fifteen (15) of the thirty (30) days prior to the Statutory Holiday and who have a regular schedule of hours are entitled to a regular day's pay for the holiday. Employees who work fewer than fifteen (15) of the thirty (30) days prior to the holiday are entitled to pro-rated Statutory Holiday pay, (i.e., dividing total non-overtime pay earned in the thirty (30) day period by fifteen (15)). Employees who work at least fifteen (15) of the previous thirty (30) days whose schedule is not regular shall receive an average day's pay (i.e., dividing total non-overtime pay earned in the thirty (30) day period by the number of days worked). For the purposes of Article 21, work day shall include sick leave, WorkSafe BC, annual vacation, or approved leave of absence with pay.

#### 21.02 Scheduled Day Off on Vacation

When any of the above-mentioned holidays fall on an employee's scheduled day off, or are observed during an employee's vacation period, the employee shall receive a subsequent day off with pay, to be banked until taken at a time mutually agreed upon by the employee and the Board.

### **ARTICLE 22 - VACATIONS**

#### 22.01 Vacation Entitlement

For the purpose of this Article, the employee's seniority date shall govern vacation entitlement.

- (a) Regular twelve (12) month employees who will not have completed twelve (12) months of service may receive one and one-quarter (1-1/4) days off for each complete month of service to a maximum of fifteen (15) work days in accordance with Clause 22.02.

- (b) Regular twelve (12) month employees with twelve (12) months and less than five (5) years of continuous service shall receive fifteen (15) work days at the employee's regular rate of pay for each twelve (12) month period.
- (c) Regular twelve (12) month employees with five (5) years and less than thirteen (13) years of continuous service shall receive twenty (20) work days at the employee's regular rate of pay for each twelve (12) month period.
- (d) Regular twelve (12) month employees with thirteen (13) years and less than twenty-one (21) years of continuous service shall receive twenty-five (25) work days at the employee's regular rate of pay for each twelve (12) month period.
- (e) Regular twelve (12) month employees with twenty-one (21) years and less than thirty (30) years of continuous service shall receive thirty (30) work days at the employee's regular rate of pay for each twelve (12) month period.
- (f) Regular twelve (12) month employees with thirty (30) years or more of continuous service shall receive thirty-five (35) work days at the employee's regular rate of pay for each twelve (12) month period.
- (g) Regular ten (10) month and seasonal employees shall receive six percent (6%), eight percent (8%), ten percent (10%), twelve percent (12%), or fourteen percent (14%) of their earnings, depending on the employee's entitlement as provided in this Article.
- (h) Temporary employees shall be entitled to an additional six percent (6%) in lieu of vacation pay exclusive of holiday pay.

Employees absent for one (1) or more months due to unpaid leaves shall have their vacation entitlement pro-rated accordingly.

#### 22.02 Vacation Preference

An employee's vacation shall, where practicable, be granted at the time requested, but in all cases the commencement date must be at a time most convenient to the operation of School District No. 85. For twelve (12) month employees, preference in choice of individual employee's vacation dates shall be determined by seniority.

### 22.03 Vacation Carryover

Any employees entitled to three (3) weeks vacation or more shall be entitled to carry over up to one-half (1/2) of their current year's entitlement to the next vacation year.

### 22.04 Vacation Pay

#### (a) Pay while on Vacation

Employees shall receive, upon written request, on the last office day preceding commencement of their annual vacation, any cheques which may fall due during the period of their vacation. Such requests must be made at least ten (10) work days in advance.

#### (b) Pay While on Christmas and Spring Break Layoff

Regular employees laid off over Christmas and Spring Break shall receive regular pay charged against their accrued vacation pay except for those days paid in accordance with Clause 21.01. Such employees may be advanced up to five (5) days of vacation pay beyond their earned entitlement, specifically during Christmas and Spring Break. The employee recognizes the Board's right to recover unearned vacation pay from the employee's pay if the employment relationship is terminated for any reason.

#### (c) Ten (10) Month Employees

Ten (10) month employees shall have their accrued vacation pay banked for their use throughout the year. Unused vacation pay shall be paid out upon layoff.

#### (d) Seasonal Employees

Seasonal employees shall receive vacation pay on each cheque.

## **ARTICLE 23 - SICK LEAVE PROVISIONS**

### 23.01 Sick Leave Entitlement

Regular employees shall be entitled to sick leave accumulated at a rate of one and one-half (1-1/2) days per month to a total of one hundred sixty (160) work days. One (1) day of sick leave entitlement shall be equal to the employee's regular hours per day, at the time the sick leave commences. The Board will track and report sick leave entitlement in days, based on regular hours.



Regular part-time employees working extra hours pursuant to Clause 15.08 shall be entitled to receive an additional six percent (6%) of salary on the extra hours, in lieu of additional sick leave entitlement, effective April 1, 2006.

On achieving regular employment, employees' sick leave entitlement shall be calculated in accordance with their seniority date, with reference to days worked as a temporary employee.

Employees absent for one (1) or more months due to unpaid leave shall have their sick leave entitlement prorated accordingly.

#### 23.02 Reasonable Notice

Employees will notify the Board as soon as possible if they are to be absent from duty because of sickness or health reasons and are expected to give the Board reasonable notice of their anticipated return to work, otherwise one (1) additional day of sick leave will be charged.

#### 23.03 Proof of Illness

Sick leave with pay will only be granted because of sickness or health reasons, except in the case of Clause 24.06. An employee may be required to provide proof of sickness or medical appointments necessitating sick leave. The Board shall pay any associated costs of this requirement.

#### 23.04 WorkSafe BC

- (a) Sick leave pay shall be paid for the first (1<sup>st</sup>) day not covered by the Workers' Compensation Act when the employee has accumulated sick leave credits.
- (b) 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 WorkSafe BC 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 the percentage by which WorkSafe BC does not recompense the Board. Employees entitled to "full pay" as set out herein shall have "full pay" calculated based on the principle of "no loss – no gain" in terms of after-tax earnings.
- (c) At the expiration of accumulated sick leave, the employee shall continue to assign the Compensation cheque to the Board so that all benefit deductions are made. While on compensation the Board shall continue to pay the Board's share of all premiums for employee benefit plans, including the pension plan, based on one hundred percent (100%) of earnings.

### 23.05 Medical Examination

The Board may require an employee wishing to return to work from sick or accident leave, to produce a medical statement certifying they are medically fit to do so. The Board shall bear the cost of obtaining that statement.

### 23.06 Payment for Unused Sick Leave on Retirement

On retirement, employees having accrued sick leave to their credit shall receive an allowance in lieu thereof equal to one-half (1/2) such credit to a maximum of seventy (70) days at the rate of pay effective immediately prior to retirement. At the employee's request, the payment of this allowance shall be:

- (a) a lump sum payment at the time of termination or retirement;
- (b) an income averaging annuity purchased as much as one (1) month prior to the retirement date;
- (c) a Registered Retirement Savings Plan payable to the registered carrier, to be held in trust for the employee;
- (d) converted into a paid pre-retirement vacation equivalent.

In the event this option is selected, the payment for unused sick leave will be calculated and paid out at the date the vacation commences, and there will be no sick leave entitlement and no additional sick leave accrued during the vacation period.

### 23.07 Assignment of Unused Sick Leave on Death

In the event of the death of employees with accrued sick leave to their credit, an allowance equal to one-half (1/2) of such credit to a maximum of seventy (70) days at the rate of pay effective immediately prior to the employee's death shall be paid to the employee's designated beneficiary. If there is no designated beneficiary, the payment shall be made to the employee's estate.

### 23.08 Sick Leave Records

Pay slips shall include a report of each employee's unused accumulated sick credits.

## **ARTICLE 24 - LEAVE OF ABSENCE**

### 24.01 Joint Committees

Employees who serve on jointly established Committees between the Board and the Union shall not be deducted pay for participating on such Committees when meetings are held during their regularly scheduled working hours.

### 24.02 Leave for Union Functions

Official representatives of the Union, to a maximum of four (4), will be granted leaves 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 classification or location will be away at the same time. Exceptions to this Clause can be looked at on a case-by-case basis by mutual agreement. Such leaves of absence shall not affect an employee's seniority and/or benefits contained within this Agreement. Such leave shall not exceed twenty (20) work days.

### 24.03 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, or any employee who is elected to any public body, 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.

### 24.04 Notification of Leave for Union Business

Where possible, one (1) week's notice shall be given by the Union to the Board for leaves of absence granted under Clause 24.02 and further, one (1) month's notice shall be given by the Union for leaves of absence granted under Clause 24.03.

### 24.05 Critical Illness and Bereavement Leave

Regular employees may be granted absence from duties without deduction in salary for a maximum of three (3) days in the case of critical illness or death of a member of their immediate family. Depending on circumstances and travel involved, further leave with pay of up to two (2) days may be granted upon application to the Secretary-Treasurer. In recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, the Board, on request, may grant additional leave without salary.

#### 24.06 Medical Care Leave

Regular employees may be granted absence from duties for a maximum of five (5) days annually, charged to their accumulated sick leave, for the purpose of attending to the illness of a member of their immediate family, or when the employees are required to transport a member of their immediate family outside the District for emergency or special medical attention.

"Immediate family" as used in this Article shall mean those individuals noted in Clause 24.07 who reside with or are dependent upon the employee for assistance.

#### 24.07 Definition of Immediate Family

"Immediate family" as used in Clauses 24.05 and 24.06 means parent, wife, husband, common-law spouse, brother, sister, child, step-child, step-parent, foster-child, foster-parent, mother-in-law, father-in-law, son-in-law, daughter-in-law, spouse's grandparent, grandparent, grandchildren, former guardian and ward, brother-in-law and sister-in-law.

#### 24.08 Notification to the Board

Employees are required to inform the Board in writing of the dates for bereavement, medical care or critical illness leave. In the case of critical illness or medical care leave, a statement of the attending physician may be requested by the Board.

#### 24.09 Maternity/Paternity Leave/Parental Leave/Adoption Leave

Maternity/Paternity Leave and Parental Leave, including leave for adoption, shall be granted in accordance with the terms and conditions of the Employment Standards Act. While on Maternity/Paternity Leave and Parental Leave, including leave for adoption, an employee shall retain and accumulate seniority.

#### 24.10 Paternity Leave

Leave of absence with pay to a maximum of three (3) days shall be granted to a male regular or seasonal employee on the birth of his child.

#### 24.11 Jury Duty/Court Witness

Any employees who are subpoenaed for jury duty or called upon to act as a court witness shall continue to receive full pay while so engaged providing that they turn over to the Board any monies they received for serving as jurors or witnesses during the time they would normally be working and that they

provide the Secretary-Treasurer with a photocopy of the subpoena, if so requested.

#### 24.12 Special Leave

Employees may be granted a leave of absence for good and sufficient cause, with or without pay, by placing such request in writing to the Secretary-Treasurer.

#### 24.13 Extended Leave

A leave of absence, without pay, in excess of forty (40) work days may be granted, pending operational requirements, to any regular employee with three (3) or more years of service, for good and sufficient cause.

Employees on extended leave shall notify the Secretary-Treasurer at least twenty (20) work days before their leave expires as to their intention to return or not to return to work. This will allow for necessary time to facilitate the return or post the vacancy.

#### 24.14 Replacement While on Leave

An employee on leave of absence with or without pay, may be replaced by a temporary employee. This period of temporary appointment shall be for the duration of the employee's leave of absence.

#### 24.15 Conditions of Leave

Any employees on leave shall not enter any other gainful employment, unless such employment is required for educational purposes. Upon return from leave the employees shall be reinstated in their former positions. In the event the positions no longer exist, the employees may exercise their bumping rights in accordance with Clause 17.02.

### **ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES**

#### 25.01 Pay Days and Method of Payment

The Board shall pay wages and salaries every second Friday in accordance with Schedule "A" attached hereto and forming part of this Agreement. All employees shall be provided with an itemized statement of their wages, banked overtime, vacation entitlement, sick days and other supplementary pay and deductions each pay period.

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

25.02 Pay on Temporary Transfer to a Higher Rated Position

An employee temporarily assigned to a higher paying position shall receive the rate for the job provided the assignment is for a period of not less than five (5) work days. If the assignment is five (5) days or more the higher rate will be paid retroactive to the first (1<sup>st</sup>) day.

25.03 Pay on Temporary Transfer to a Lower Rated Position

When employees are temporarily assigned to a position paying a lower rate, their rate shall not be reduced.

25.04 Automobile Allowance

Travel rates paid to employees using their own automobile for the Board's business shall be as follows:

- (a) As a condition of employment the Board shall not require any employees to own an automobile. If any employees do not elect to use their own automobile, the Board shall when necessary, provide appropriate transportation.
- (b) It shall be the responsibility of the employees to provide their own transportation to and from their place of residence to their normal place of work.
- (c) The Board shall pay an employee mileage allowances as established by Board Policy, as amended from time-to-time, if the Board requests, and the employee agrees, to use their own vehicle.

25.05 Weekend Premium

Any employees who are regularly scheduled to work Saturdays shall receive ten cents (\$0.10) per hour in addition to their regular pay.

25.06 Lead Hand Allowance

The Board may appoint Lead Hands in the Maintenance and Transportation Departments. In the appointment of Lead Hands, ability and qualifications shall be the primary considerations. Where ability and qualifications are relatively equal, seniority of years of continuous service with the Board shall be the determining factor. The Lead Hand shall receive an additional one dollar (\$1.00) per hour.

Lead Hands, in addition to their regular duties, under the direction of the appropriate manager, shall be responsible for the general direction and daily work assignments of other employees. A Lead Hand shall neither evaluate the

work performance of employees nor discipline such employees. Lead Hands shall communicate their concern with the work, firstly to the employee concerned, and failing resolution, to the appropriate manager.

25.07 Inspection Allowance

Government Certified Tradespersons, as designated by the Board as responsible for vehicle inspection and certification, shall receive an allowance of twenty-five cents (\$0.25) per hour.

25.08 Indemnification Against Proceedings

Employees shall be indemnified in accordance with the Board's indemnification by-law.

**ARTICLE 26 - N/A**

**ARTICLE 27 - JOB CLASSIFICATION AND RECLASSIFICATION**

27.01 Job Description

- (a) The parties will continue to maintain a job description for each position for which the Union is the bargaining agent. When the duties of a position are changed a new job description will be prepared and a copy forwarded to the Union with the changes noted.
- (b) At the request of the Union, the parties will meet to discuss the content of a job description.
- (c) The job description of a new or substantially altered position that is about to be posted will be discussed with the President of the Union prior to the position being posted.
- (d) A copy shall also be forwarded to the Joint Job Evaluation Maintenance Committee (J.J.E.M.C.) for review.

27.02 Changes in Classification

(a) New Classification

When any position not covered by the Collective Agreement is established during the life of this Agreement, the rate of pay shall be established on an interim basis by the Board, subject to review by the J.J.E.M.C.

(b) Existing Classification

When the duties of an existing position are changed in accordance with (i) or (iii) below, any change in classification that may result shall be established on an interim basis by the Board, subject to review by the J.J.E.M.C.

Changes in classification may occur as a result of:

- (i) a decision by the Board consistent with an assigned change which substantially changes the assigned duties of the position or;
- (ii) collective bargaining for renewal of the Agreement or;
- (iii) a request by an employee regardless of whether or not such request follows an assigned change which changes the duties of the position. In this instance, providing sufficient cause has been supplied by the employee at the time of submitting the request, the J.J.E.M.C. shall re-evaluate the job and its relationship to the appropriate classification structure.

27.03 Declassification

Employees whose classification is reduced by a substantial change in duties shall have their pay maintained at their existing pay rate for a period of one (1) year, at which time it will be reduced accordingly.

27.04 Maintenance Plan

The Joint Job Evaluation Maintenance Plan Manual (Appendix "D") shall be used to review job descriptions and rate jobs.

**ARTICLE 28 - EMPLOYEE BENEFITS**

28.01 Medical Coverage and Dental Plan

(a) Medical Services Plan and Extended Health Plan

Regular and seasonal employees who work an average of twenty (20) or more hours per month shall be entitled to participate in the Medical Services Plan and an Extended Health Plan (EHP) that includes a vision care option. Premiums of such Plans shall be shared eighty-five percent (85%) by the Board and fifteen percent (15%) by the employee:

- i) Effective May 1, 2012, the vision care coverage will provide two hundred and fifty dollars (\$250.00) every twenty-four (24) months for glasses and contact lenses and one eye exam every



two (2) calendar years to a maximum of seventy-five dollars (\$75.00) between nineteen (19) and sixty-four (64) years of age.

- ii) Effective May 1, 2012, the EHP will include a pay-direct drug card reimbursement (that covers all drugs listed under the BC Pharmacare formulary) with per prescription deductible equivalent to the pharmacy dispensing fee.

(b) Dental Plan

Regular and seasonal employees who work an average of twenty (20) or more hours per month shall be entitled to participate in a Dental Plan which shall consist of:

Plan "A" - one hundred percent (100%) Plan coverage.

Plan "B" - sixty percent (60%) Plan coverage.

Plan "C" - fifty percent (50%) Plan coverage with lifetime maximum of one thousand five hundred dollars (\$1,500.00), increasing to two thousand dollars (\$2,000.00) effective May 1, 2012, for adults and children.

Premiums shall be shared eighty-five percent (85%) by the Board and fifteen percent (15%) by the employee.

Where more than one (1) member of a family is employed by the Board, the Board will not provide duplicate coverage for any employees or their dependants.

28.02 Municipal Pension Plan and Retirement

- (a) Eligible employees shall be covered by the provisions of the Municipal Pension Plan and Canada Pension Act.
- (b) Early retirement shall be in accordance with the Municipal Pension Plan.
- (c) On retirement, a regular employee with less than ten (10) years service but not less than five (5) years service with the Board, shall receive a retirement bonus of three (3) weeks' pay and regular employees with ten (10) or more years service with the Board shall receive a retirement bonus of six (6) weeks' pay.

### 28.03 Wage Indemnity and Group Life Insurance

Regular and seasonal employees who work an average of at least half-time (1/2x), as per Clause 18.01, shall participate in a mutually acceptable Wage Indemnity and Insurance Plan, which shall include a life insurance of three times (3x) annual earnings.

Premiums shall be shared eighty-five percent (85%) by the Board and fifteen percent (15%) by the employee.

If the membership of the Union elects to have an employee-paid Long Term Disability Plan, the Board agrees to administer the Long Term Disability Plan chosen by the Union. Any change in carrier shall be subject to mutual agreement of the parties.

### 28.04 Continuity of Coverage

- (a) Unless a written request is received from employees on sick leave without pay not to continue their benefits, the Board agrees to pay their premiums for six (6) months for medical coverage, dental coverage, and for group life insurance coverage if they are members of these Plans.
- (b) The total premiums paid by the Board on behalf of the employees will be deducted from their wages after they return to work. The said deductions shall be re-paid to the Board over a period of time which will be the lesser of the time lost or six (6) months. If the employee does not return to work, the Board will take steps to recover the amount owing by other means.
- (c) In the event of the death of an employee who, at the time of death had been employed by the Board continuously for six (6) months, the Board shall continue to provide the current medical, extended health and dental health benefits to the currently covered dependants of the deceased employee for a period of three (3) months after the death of the employee.

### 28.05 Insurance/Benefit Carriers

The parties have agreed to participate in the Public Education Benefits Trust (PEBT) for their dental, extended health, group life insurance coverage specified in this Article.

Participation in the PEBT will be in accordance with the Industrial Inquiry Commissioners Reports made by Irene Holden and Vincent Ready dated May 30<sup>th</sup>, 2000 and June 7<sup>th</sup>, 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<sup>st</sup>, 2001.

The parties have agreed to participate in the Public Education Benefits Trust (PEBT) and to place their dental, extended health and group life insurance coverage specified in this Article with the PEBT.

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

Any future change in insurance/benefit carrier shall be subject to mutual agreement of the parties.

#### 28.06 Pay in Lieu of Benefits

Regular part-time employees who work less than an average of twenty (20) hours per calendar month shall be entitled to an additional six percent (6%) of salary in lieu of all fringe benefits exclusive of vacation and holiday pay.

Temporary employees shall be entitled to an additional six percent (6%) of salary in lieu of all fringe benefits exclusive of vacation and holiday pay.

#### 28.07 Benefit Coverage While on Unpaid Leave of Absence

A regular employee granted a leave of absence without pay, in excess of twenty (20) work days, may continue to receive benefit coverage for medical, extended health benefits, dental and group life insurance, provided the employee pays the full premium cost.

#### 28.08 Benefit Coverage for Ten (10) Month and Seasonal Employees

Ten (10) month and seasonal employees who qualify for benefit coverage shall continue to receive these benefits while on regular layoff.

#### 28.09 EI Rebate

Effective May 1, 2012, the Employer will use the employees' portion of the Employment Insurance Rebate to offset the Employer's cost for the benefit improvements as noted in Clauses 28.01 (a) and (b) which will be provided to employees who qualify for benefits on a going-forward basis:

### **ARTICLE 29 - HEALTH AND SAFETY**

#### 29.01 Occupational Health and Safety Committee

A Health and Safety Committee shall be established which shall include an equal number of Union and Board representatives, but with a minimum of two (2) Union and two (2) Board members. The Health and Safety Committee shall

hold meetings if requested by the Union or by the Board for jointly considering, monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be circulated to all workplaces for information of the employees.

#### 29.02 Right to Refuse or Stop Unsafe Work

When an employee refuses or stops unsafe work in compliance with the Workers' Compensation Occupational Health & Safety Regulations, they shall not be subject to disciplinary action.

#### 29.03 Employee Family Assistance Program

- (a) An Employee Family Assistance Program (EFAP) will be implemented as a positive means of assisting employees who are in need of some form of professional assistance in resolving personal problems, pressures and stress that have affected or may affect work performance.
- (b) A Committee composed of an equal number of Union and Board representatives, but with a minimum of two (2) Union and two (2) Board representatives, shall make recommendations to the Board and the Union on the operation of the EFAP.
- (c) Premiums of the EFAP shall be shared fifty percent (50%) by the Board and fifty percent (50%) by the employee.

### **ARTICLE 30 - TECHNOLOGICAL AND OTHER CHANGES**

#### 30.01 Definition

Technological change shall occur when the Board introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom the Agreement applies.

#### 30.02 Technological Change – Advance Notice

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

#### 30.03 Consultation

Within fourteen (14) days of notification, the Union and the Board 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 special terms and conditions that would be implemented in order that such effects be minimized.

#### 30.04 Arbitration

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

#### 30.05 Redundancy

Any employees who are rendered redundant or displaced from their job as a result of technological change shall be given an opportunity to fill any vacancy for which they have seniority and which they are able to perform and which does not constitute a promotion. If there is no vacancy they shall have the right to displace employees with less seniority consistent with the procedure outlined in Article 17.

#### 30.06 Technological Change

Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall, at the expense of the Board, be given a period of time not to exceed six (6) months during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no reduction in wages or salary rates during the training period of any such employee and no reduction in pay upon being reclassified in the new position.

#### 30.07 Visual Display Terminal

A pregnant employee working on a VDT or computer monitor which uses a cathode ray tube who requests in writing that she not be required to monitor such VDT or computer monitor shall be re-assigned to other work at the same or lower level, if such work is available within School District #85, and shall maintain her regular rate of pay; or where work re-assignment is not available, such employee will be granted leave of absence without pay.

### **ARTICLE 31 - JOB SECURITY**

#### 31.01 Sub-Contracts

The Board agrees not to contract out any work which could be performed by employees covered by this Agreement, which would result in a reduction of hours or the laying off of such employees. In the event that such work is sub-contracted the contractor will be required to pay wage rates for the work performed, at wage rates not less than the rates set out in the wage schedules of this Agreement, and no employees of the Board shall lose their job or suffer

a reduction of hours as the result of sub-contracting. The Board shall give notice to the Union of such intent.

31.02 Work of the Bargaining Unit

Persons not in the bargaining unit shall not work on any jobs, which are included in the bargaining unit, except for the purpose of instruction, experimenting, or in emergencies when regular employees are not available, or provided that the act of performing the aforementioned in itself, does not reduce the regular hours of work or pay of any employee. In addition to the above, alternate arrangements may be made by mutual agreement.

31.03 Amalgamation, Annexation or Major Reorganization

The parties agree to meet in advance of any amalgamation, annexation or major reorganization in order to address mutual concerns and fulfill any statutory obligations.

**ARTICLE 32 - N/A**

**ARTICLE 33 - UNIFORM AND CLOTHING ALLOWANCE**

33.01 Supply of Clothing

The Board will issue for use (but remaining the property of the Board), rubber clothing, coveralls, smocks and other protective clothing as deemed necessary, by mutual agreement.

33.02 Maintenance of Clothing

The Board will be responsible for the cleaning of all clothing as outlined in Clause 33.01 above.

33.03 Safety Boots

The Board shall pay up to two hundred dollars (\$200.00) over a two (2) year period toward the cost of safety boots for employees required to wear such boots while performing their duties. Reimbursement is to be paid upon submission of receipt.

**ARTICLE 34 - GENERAL CONDITIONS**

34.01 Interests of the Board

It shall be the responsibility of every employee, in the execution of their individual assignments, to keep the best interests of the Board in mind.

#### 34.02 Bulletin Boards

A Union bulletin board shall be provided by the Board, in each work area, for the purpose of job postings and other Union business.

#### 34.03 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 require.

#### 34.04 Tool Coverage

The Board shall replace broken tools, or tools lost to fire or theft for tools approved by the Board and used in the workplace by Working Foremen, Tradespersons and Maintenance Persons. Such tools must be included on an inventory list maintained by the employee and filed with the Board.

#### 34.05 Definition of Certified Tradesperson

Journeymen Tradespersons are those employees holding a certificate of proficiency as carpenter, electrician, plumber, painter or automotive mechanic pursuant to the Industry Training Authority Act (or acceptable equivalent qualifications from outside the Province).

#### 34.06 Electrical and Gas Fitting Permit Pay

Electrical and Gas Fitting Tradespersons required to utilize their Tickets for securing electrical or gas permits shall receive responsibility pay of fifty cents (\$0.50) per hour.

#### 34.07 Access to Demographic & Classification Information

Every October 1<sup>st</sup>, the Employer will provide the Union with detailed bargaining unit demographic, earnings and job classification information in Microsoft Excel spreadsheet format. This information will comprise the following data elements for each member of the bargaining unit.

- Years of age (at time of submission of data to the local)
- Gender
- Job title of position currently held
- Current wage level
- Regular weekly work hours
- Job type (10-month, 12-month, other)
- Status (continuing/regular, term, casual)
- Years of work experience with the current Employer

- General classification area (clerical/office, maintenance, transportation/driver, trades, IT, education assistant, other).

## **ARTICLE 35 - FIELD TRIPS**

### 35.01 School Buses

School buses shall not be driven by anyone other than Bus Drivers employed by the Board, or the Manager of Operations and Maintenance, or individuals hired under Clauses 35.03 (e) and (f).

### 35.02 Notwithstanding Clause Re: Field Trips

Notwithstanding the provisions of Clause 35.03, the Board may assign regular full-time Bus Drivers to field trips in lieu of regular bus cleaning time provided such cleaning time is offered to part-time Bus Drivers on the rotational seniority lists.

### 35.03 Field Trips and Sport Trips

#### (a) Definition of Rotational Seniority for Field Trips

Rotational Seniority shall be zone based. When and only when Bus Drivers take an offered trip, they drop to the bottom of the Rotational Seniority list. If a Driver declines a trip, it is offered to the next senior Bus Driver in the Rotational Seniority list, and so on.

Bus Drivers outside a zone will only be called in when no Drivers from that zone are available. Rotational Seniority shall also include the provision whereby Bus Drivers working less than full-time hours be on rotation first, and that when they equal full-time hours, then full-time Bus Drivers rotate.

- (b) Bus Drivers will be given first (1<sup>st</sup>) opportunity by Rotational Seniority to drive any such trips and their pay will be the negotiated rate of this Agreement.
- (c) For the purpose of this Article, "trip" is defined as a trip requested by the Bus Driver in accordance with the Trip Preference Form.
- (d) All Bus Drivers must complete a Trip Preference Form, and will update it as required.
- (e) If a Bus Driver is not available, other qualified transportation employees will be given first (1<sup>st</sup>) opportunity by Rotational Seniority to drive a school bus on a trip and their pay will be the negotiated rate of this Agreement.



- (f) If other qualified transportation employees or qualified Union members are not available, then a qualified person may drive a school bus on any such trip and their pay will be the negotiated rate of this Agreement.
- (g) Bus Drivers under (e) and (f) above are subject to the approval of the Manager of Operations and Maintenance.
- (h) Anyone driving any such trips shall report at the bus location, without cost to the Board.
- (i) Employees driving on overnight trips shall be paid driving time plus waiting time when required to wait plus accommodation and meal expenses according to Board Policy. Employees driving on same day return home trips shall be paid driving time plus waiting time, when required to wait. Waiting Time shall be paid at seventy percent (70%) of Bus Driver Rate as per Schedule "A".
- (j) The Bus Driver/Dispatcher shall be eligible to participate in the seniority call-outs only to the extent that it does not interfere with their regular hours of work.
- (k) All field trips shall be posted on central field trip boards by fax date/time, which shall be located at: Tacan Site, Port McNeill maintenance shop, A. J. Elliott school and Alert Bay school.
- (l) There shall be displayed weekly a list of all trips dispatched from the area.

## **ARTICLE 36 - ACCESS TO PERSONNEL FILES**

### 36.01 Right of Access and Response

All employees shall have the right to review their personnel files and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record unless the reply has resulted in the removal of the original document.

### 36.02 Presence of Board Representative

Such review shall take place in the presence of a Board representative.

### 36.03 Copies of Material

All employees shall have the right to make copies of any material contained in their personnel records.

#### 36.04 Restricted Access

Personnel files shall not be accessible to other than appropriate administrative representatives of the Board except as required by law. Personnel files shall not be made available to members of the Board. Materials in a personnel file may be made available to the Board upon request of the Board or at the discretion of the Secretary-Treasurer.

#### 36.05 Removal of File Material

Where material critical of the employee, or in the nature of a reprimand, is placed in the file, the employee may elect to have the material removed four (4) years after the filing, provided that no further material of that nature has been subsequently filed, and provided that the material does not relate to conduct of the employee with one (1) or more students. At the employee's request, critical material may be removed by mutual consent one (1) year after it was filed.

### **ARTICLE 37 - TRAINING**

#### 37.01 In-Service Training

The Board subscribes to in-service training 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.

#### 37.02 Educational Assistance

- (a) Subject to budgetary constraints, the Board agrees to pay all or part of the registration fee of any course of instruction approved by the Secretary-Treasurer or designate, which will better qualify employees to perform the duties of their present position. Such payment shall be made upon the successful completion of the course.
- (b) When the Board has directed the employee to participate in a course of instruction, the Board agrees to pay:
  - (i) the employee's regular hourly rate for time spent being instructed;
  - (ii) travel expenses in accordance with Board Policy; and
  - (iii) registration fees.

### 37.03 Training on Non-Instructional Days

Employees who are not otherwise assigned duties on non-instructional days shall be permitted to attend workshops being offered in the District provided such workshops are relevant to the duties of the employee.

Employees who attend such workshops will be paid for the time spent at the workshop at their regular straight time rate of pay to a maximum of their normal appointed hours of work for that day.

Employees shall be reimbursed for expenses incurred as a result of such participation in accordance with the Board's policy on travel expenses.

## **ARTICLE 38 - TERMS OF AGREEMENT**

### 38.01 Duration

This Agreement shall be binding and remain in full force and effect from the 1<sup>st</sup> day of July, 2010 to and including the 30<sup>th</sup> day of June, 2012 and shall continue from year-to-year thereafter unless either party exercises its rights to commence collective bargaining as provided for in the Statutes of the Province of British Columbia.

### 38.02 Extension of 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.

### 38.03 Retroactive Provisions

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

IN WITNESS HEREOF the Corporate Seal of the Board of Education 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.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2012.

SCHOOL DISTRICT No. 85 (Vancouver:  
Island North)

CANADIAN UNION OF PUBLIC  
EMPLOYEES - LOCAL 2045

\_\_\_\_\_  
Chairperson of the Board

\_\_\_\_\_  
Joanne Welch, President

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

\_\_\_\_\_  
Colleen Rushant, Bargaining Committee Member

\_\_\_\_\_  
Leanne Pyle, Bargaining Committee Member

\_\_\_\_\_  
Colleen Martin, Bargaining Committee Member

\_\_\_\_\_  
Jocelyn Morgan, CUPE National Representative

cope491

**SCHEDULE "A" - PER HOUR**

		July 1/09	July 1/10	July 1/11
Classification	Job Grade	Banded Pay Rate	Banded Pay Rate	Banded Pay Rate
Working Foreman - Transportation	1	30.21	30.21	30.21
Working Foreman - Maintenance	1	30.21	30.21	30.21
Vacant	2	28.87	28.87	28.87
Electrician	3	28.82	28.82	28.82
Plumber	3	28.82	28.82	28.82
Automotive Service Technician *	3	28.14	28.14	28.82
Electronics Technician	4	25.97	25.97	25.97
Special Education Assistant w/Degree	4	25.97	25.97	25.97
Carpenter	4	28.14	28.14	28.14
Child & Youth Care Worker w/Degree	4	25.97	25.97	25.97
Computer Network Technician	4	25.97	25.97	25.97
Admin. Assistant - Secondary School	4	25.97	25.97	25.97
Payroll Clerk I	5	25.30	25.30	25.30
Painter	5	27.46	27.46	27.46
Admin. Assistant - Maintenance	6	24.59	24.59	24.59
Admin. Assistant - Operations	6	24.59	24.59	24.59
Accounts Payable Clerk I	6	24.59	24.59	24.59
Special Education Assistant I	7	23.93	23.93	23.93
School Secretary	7	23.93	23.93	23.93
Child & Youth Care Worker I	7	23.93	23.93	23.93
First Nations Language/Cultural Tutor	8	23.26	23.26	23.26
Secretary - Curriculum	8	23.26	23.26	23.26
Res. Centre/Cont. Ed. Clerk	8	23.26	23.26	23.26
Dispatcher/Bus Driver	8	23.26	23.26	23.26
Special Education Assistant II	8	23.26	23.26	23.26
Child & Youth Care Worker II	8	23.26	23.26	23.26
Maintenance Person	9	22.56	22.56	22.56
First Nations In-School Support Worker	9	22.56	22.56	22.56
Bus Driver	9	22.56	22.56	22.56
Payroll Clerk II	9	22.56	22.56	22.56
Accounting Clerk II	9	22.56	22.56	22.56
Literacy Skills Assistant	9	22.56	22.56	22.56
Hospital/Homebound Tutor	9	22.56	22.56	22.56
Special Education Secretary	10	21.88	21.88	21.88
Continuing Ed. Assistant	10	21.88	21.88	21.88
First Nations Secretary	10	21.88	21.88	21.88
Resource Centre Clerk	10	21.88	21.88	21.88
Home-School Coordinator	10	21.88	21.88	21.88
First Nations Home-School Coordinator	10	21.88	21.88	21.88
Groundsperson	11	21.21	21.21	21.21
Courier Driver/Warehouse Person	11	21.21	21.21	21.21
Special Needs N.H.S.	12	20.52	20.52	20.52
Library Clerk	12	20.52	20.52	20.52
Custodian	12	20.52	20.52	20.52
Special Education Assistant III	12	20.52	20.52	20.52
Resource Centre Clerk III	13	19.85	19.85	19.85
Bus Cleaner	13	19.85	19.85	19.85

Child & Youth Care Worker III	13	19.85	19.85	19.85
Noon Hour Supervisor	14	19.16	19.16	19.16
Career Programs Clerk	14	19.16	19.16	19.16
Vacant	15	17.63	17.63	17.63
Labourer	16	16.95	16.95	16.95
Clerk IV	16	16.95	16.95	16.95
Driver Waiting Time	-	15.51	15.51	15.51
Crossing Guard Attendant	-	12.52	12.52	12.52

\* Job grade changed from 4 to 3 effective May 28, 2012

**SCHEDULE "B" - PER HOUR**

**RED CIRCLED EMPLOYEES AS OF JULY 1, 2006**

Name	Position	July 1/06 Actual Pay Rate	July 1/07 Actual Pay Rate	July 1/08 Actual Pay Rate	July 1/09 Actual Pay Rate
Bea Wadhams	Home School Coordinator	22.24	22.68	23.13	23.59
Janice O'Connor	Bus Cleaner	20.83	21.25	21.68	22.56
Peter Curtis	Groundsperson	20.83	21.25	21.68	22.11

**SCHEDULE "C" - PER HOUR**

**Apprenticeship Pay Rates, July 1, 2009 – June 30, 2010**

Classification	Job Grade	TQ Pay Rate	0 to 6 mos	6 mos 1 yr	1 yr 18 mos	18 mos 2 yrs	2 yrs 30 mos	30 mos 3 yrs	3 yrs 42 mos	42 mos 4 yrs
Electrician	3	28.82	15.85	17.29	18.73	20.17	21.62	23.06	24.50	25.94
Plumber	3	28.82	15.85	17.29	18.73	20.17	21.62	23.06	24.50	25.94
Automotive Service Technician *	3	28.82	15.85	17.29	18.73	20.17	21.62	23.06	24.50	25.94
Carpenter	4	28.14	15.48	16.88	18.29	19.70	21.11	22.51	23.92	25.33
Painter	5	27.46	15.10	16.48	17.85	19.22	20.60	21.97		

\* Job grade changed from 4 to 3 effective May 28, 2012





**MEMORANDUM OF AGREEMENT #2**

BETWEEN:

THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 8T  
(VANCOUVER ISLAND NORTH)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 2045

**RE: CHILD AND YOUTH CARE WORKER**

The parties agree that this Memorandum shall be attached to and form part of the Collective Agreement.

The agreed upon job description for Child and Youth Care Worker states that the employee must have access to a vehicle for purposes of work and a willingness to work beyond the school day.

Notwithstanding the Collective Agreement, this job description is acceptable to both parties.

Signed at Port Hardy this     day of                     , 2012.

Ratification Date: the 15<sup>th</sup> day of June, 2006.

For the Board:

For the Union:

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

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



**MEMORANDUM OF AGREEMENT # 4**

**BETWEEN:**

**THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 85  
(VANCOUVER ISLAND NORTH)**

**(HEREINAFTER REFERRED TO AS THE "BOARD")**

**AND:**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2045**

**(HEREINAFTER REFERRED TO AS THE "UNION")**

**RE: APPRENTICESHIP PROGRAM**

**I. Purpose**

- 1.01 It is understood that the apprenticeship program is an evolving educational program. A person entering an apprenticeship is entering a "tri-partnership" involving the apprentice, the Board of Education of School District No. 85 and CUPE Local 2045. Efforts will be made by all parties to ensure that the apprenticeship program remains a viable educational entity.
- 1.02 The Employer and the Union agree to co-operate in the establishment of an apprenticeship program the purpose of which is to:
- (i) Provide on-the-job training for employees as apprentices in trades in which there are expected to be vacancies or new positions created by the end of the apprenticeship training period.
  - (ii) Provide current employees of the district an opportunity to upgrade their skills to become journeypersons.
  - (iii) Provide the Employer with superior quality employees while at the same time protecting the rights and prerogatives of Union members.
- 1.03 The Employer and the Union agree that the implementation of the apprenticeship program shall in no way result in the layoff or reduction of hours of any current employee.

## **II. Apprenticeship General Provisions**

- 2.01 A committee comprising of up to two Union and two Employer representatives will be established should a vacancy for an apprenticeship be identified to finalize any other matters relating to the apprenticeship that are required.
- 2.02 It is recognized that some unforeseen problems may arise in respect to this first Apprenticeship Training Program. Therefore, it is agreed that such problems shall be discussed between the Union and the Employer with a view to the settlement of the problems to the mutual satisfaction of both parties.
- 2.03 The apprenticeship process will be governed first by the provincial and national governing bodies responsible. All apprentices shall be employed in accordance with the provisions of the Industry Training and Authority Act and the Labour Relations Code, and the parties hereto agree to observe all provisions of said Acts.
- 2.04 Apprentices shall be bound by all provisions of the Collective Agreement except as altered by this agreement.
- 2.05 Apprenticeship programs covered by this agreement are in the trades of Electrician, Plumber, Automotive Service Technician, Carpenter and Painter.

## **III. Selection Criteria and Qualifications**

- 3.01 In order to be considered, an applicant must:
  - (i) Pass an entry level apprenticeship aptitude test administered by the employer based on the aptitude test template provided,
  - (ii) Meet the requirements of the institution where coursework will be taken (for example, Math and Physics 12), and
  - (iii) Demonstrate a legitimate interest in the trade being applied for.
- 3.02 Every journeyperson taking on an apprentice shall be required to have a B.C. trades qualification (TQ) certificate of proficiency and a certificate of apprenticeship or its equivalent in their designated trade as required by the Act. Before work can commence, the employer and apprentice must apply and register as the sponsor employer and apprentice respectively with the Industry Training Authority (ITA).

#### **IV. Post and Fill and Seniority**

- 4.01 Apprenticeships will be posted and filled in accordance with the job posting language contained in the current Collective Agreement between the parties. First consideration will be given to internal applications prior to any external considerations subject to the employee meeting the qualifications set out in III (3.01).
- 4.02 It is agreed that no apprentices would be hired to work for School District No. 85 in a trade in which there are laid off tradespersons either still employed in other classifications with the district or still on layoff with recall rights as specified.

#### **V. Retention**

- 5.01 Apprentices will serve the required number of levels (each level of training is at least twelve calendar months and includes both the trade's required hours of practical experience and technical training term) and upon successful completion of all levels of that trade shall be given seniority equal to their apprenticeship training time with the Employer. Present employees having established seniority with the Employer prior to becoming an apprentice shall continue to accrue seniority for the duration of the Program save and except for lay-off and bumping rights which shall be suspended. All employees selected for apprenticeship training shall be protected in the case of lay-offs except when a reduction in the work force in their trade to which they are indentured occurs.
- 5.02 An apprentice will not necessarily be guaranteed a position when they have obtained a certificate of proficiency, or a certificate of apprentice or journeyman certification in their designated trade.
- 5.03 Apprentices employed by the Employer, shall be notified at least one (1) calendar month prior to the completion of their apprenticeship of any positions vacant in the trade to which they have apprenticed.
- 5.04 Every apprentice (i.e., new employees only), who has obtained a certificate of proficiency or a certificate of apprenticeship in his/her designated trade under the Act, for whom no journeyman's position is immediately open with the Employer shall be retained on staff with the Employer for a maximum of six (6) months at the final step of the appropriate apprentice pay scale as provided in his/her contract of apprenticeship; and after expiration of the said six (6) month period, the Employer shall have no obligation to continue his/her employment.

- 5.05 In the event a position is not available for a graduate apprentice as a journeyperson in their trade, they shall exercise their seniority as per the Collective Agreement.
- 5.06 In the event that the apprentice leaves before the completion of the apprenticeship or subsequent 6 months in the district, they will have to pay back 50% of the cost borne by the SSEAC committee.

## **VI. Apprenticeship Probation**

- 6.01 An employee who applies to the Employer to enter into an apprenticeship contract with the Employer and is accepted as a prospective apprentice shall serve a three month probationary period.
- 6.02 Upon the completion of the probationary period by the apprentice to the satisfaction of the Employer, the apprentice shall execute an apprenticeship contract and the three month probationary period shall be considered part of the first year of apprenticeship.
- 6.03 Any employee who fails to complete the probationary period for any reason or fails to execute an apprenticeship contract shall retain their overall district seniority and shall be transferred back to their former position (or otherwise exercise their seniority) pursuant to the Collective Agreement.

## **VII. Apprenticeship Contracts**

- 7.01 Apprenticeship contracts shall be prepared before the end of the probationary period and shall be signed by the apprentice (and, if a minor, their parent or guardian). Each applicant for an apprenticeship (and if they are a minor, their parent or guardian) shall be given an opportunity to read a statement of apprenticeship standards before signing the apprenticeship contract.
- 7.02 Every apprenticeship contract entered into under these standards of apprenticeship shall contain a clause making these standards a part of the agreement with the same effect as if expressly written therein. Copies of each apprenticeship contract, completely filled out, shall be given to the apprentice and the Union.
- 7.03 Where an apprentice is absent from work for more than 20 consecutive working days in any year, the Employer can extend the term of such apprentice's contract for the duration of the sickness, injury, or leave of absence. Any wage increments normally due will be delayed accordingly, and the Union advised in writing. (Formal course attendance is governed by clauses 9.04 and 9.05).

## **VIII. Supervision**

- 8.01 The ratio between apprentices and journeypersons can be up to but should not exceed 1:1 except as mutually agreed to by the parties.
- 8.02 The Employer will ensure that apprentices be given the necessary on-the-job practical training; Apprentices shall perform work under the direction of a journeyperson.
- 8.03 Journeyperson employees will participate in providing feedback to the appropriate supervisor on the progress of the apprentices.
- 8.04 If the district does not have a journeyperson for the trade in which they are seeking an apprentice, arrangements can be made to partner with an alternate employer or journeyperson.

## **IX. Course Work**

- 9.01 A leave of absence, without pay, will be approved by the Employer for all classroom time required by apprentices. Apprentices will seek employment insurance benefits while attending school and the employer will arrange for the continuation of all benefits while attending school.
- 9.02 Receipts and documentation for coursework and education related expenses must be provided to the district before any agreed upon reimbursement takes place.
- 9.03 The employer shall supplement the apprentice's Employment Insurance with a \$2,000 allowance upon proof of successful completion of that school segment.
- 9.04 With the exception of the incentives/reimbursement established by the plan or as outlined in existing collective agreement provisions, apprentices will be responsible to cover all remaining costs associated with their education.
- 9.05 Apprentices shall be required to attend any and all classes pertaining to their trade.
- 9.06 In cases of failure on the part of any apprentice to fulfill his/her obligations in respect to school attendance, the employer shall have the authority to suspend or revoke the apprenticeship and agreement, and will notify the Union of the violation. The employer's recommendation to suspend or revoke the apprenticeship and agreement will not be subject to the grievance procedure.



- 9.07 Where an apprentice incurs delay, through no fault of their own, in taking one of the tests due to unavailability of an examination or rescheduling of an examination, the delay shall not prejudice their right to any wage increments provided for in this agreement. Such pay due and owing shall not be paid, however, until the apprentice has passed the examination, but shall be retroactive to the increment date. Responsibility for providing examination results rests solely with the employee.
- 9.08 An apprentice failing the qualifications exam shall be permitted to repeat the examination only once at the next available examination period if his/her superintendent considers his/her in-shop performance adequate. Should the second examination be failed, the apprentice's contract shall be terminated and he/she shall revert to his/her previous regular position, if applicable, or exercise seniority rights as per the collective agreement, or be laid off.

**X. Hours of Work**

- 10.01 The apprentice's hours of work shall be the same as the regular hours of work of the journeyman with whom he/she is working.
- 10.02 If required, apprentices shall be paid overtime rates in accordance with the overtime provisions contained in the current Collective Agreement, based on the apprentice's regular rate of pay.

**XI. Pay**

- 11.01 Rates of pay for apprentices shall be as follows: The first six months of the apprenticeship shall be at 55% of the appropriate trade rate of pay as per Schedule A of the Collective Agreement, increasing by 5% for every additional 6 months of work. July 1, 2009 rates of pay for apprentices based on the July 1, 2009 trades rates of pay are set out in Schedule C.

"John Martin"

\_\_\_\_\_

For the Board of Education SD 85 (Vancouver Island North)

\_\_\_\_\_

Date

"Joanne Welch"

\_\_\_\_\_

For the Canadian Union of Public Employees, Local 2045

\_\_\_\_\_

Date

## **LETTER OF UNDERSTANDING No. 1**

BETWEEN:

THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 85  
(VANCOUVER ISLAND NORTH)

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2045

### **RE: JOB SHARING**

The Employer and the Union agree that where a Regular Full-Time Employee wishes to share their full-time position, that such Job Sharing agreements be mutually agreed upon using the following principles, PROVIDED HOWEVER, that nothing in this Letter of Understanding shall be construed as altering the existing rights and/or obligations of either party under the Collective Agreement, except as specifically provided herein and that this Job Sharing arrangement is based on a principle of "No Loss, No Gain" to either the Union or the Employer.

#### **I. Definitions**

Job sharing is defined as two (2) people sharing the responsibilities of one (1) full-time position with salary and benefits prorated. Each employee of the job sharing arrangement will work in a manner that provides full coverage for the position. The Holder Employee shall be defined as the employee who holds the full-time position and requests the Job Share arrangement. The Co-holder Employee is defined as the employee sharing the full-time position and may be either a full-time, regular part-time or temporary employee.

#### **II. General**

All Job Sharing arrangements shall be implemented in accordance with the provisions of this Letter of Understanding and subject to approval by the Employer and the Union. Once all parties have agreed to the terms and conditions outlined in the Job Sharing arrangement, the Secretary Treasurer will be responsible for monitoring the Job Sharing arrangement.

#### **III. Procedure**

1. A Job Sharing proposal/application must be presented by the Holder Employee in writing to the Secretary Treasurer, the Employer and the Union. The available hours will be posted as a temporary position in accordance with the Collective Agreement.

Each request will be considered on its own merits. A completed Job Sharing Application form shall include the following:

- a) Information with respect to the qualifications and experience of each of the proposed employees.
- b) Detailed outline of how the proposed arrangement will ensure that the work is efficiently and effectively performed as though there were only one (1) occupant in the position.
- c) Detailed description of how the duties and functions of the position shall be shared.
- d) How the workload priorities will be determined on an ongoing basis.
- e) Procedures to be utilized to ensure there is effective communication between each employee and their Supervisor.
- f) A proposed work schedule.
- g) Proposed coverage plan for leave of absences – e.g. vacation, illness, etc.
- h) Proposed length of the agreement (minimum six (6) months to maximum one (1) year) including the trial period.

The Co-holder contemplating the position must possess the necessary qualifications of the job pursuant to the job description.

3. Where the Job Sharing arrangement is approved by the Employer and the Union, the Secretary Treasurer shall provide each affected employee with a letter of confirmation of the Job Sharing arrangement outlining the terms and conditions.
4. Where an employee's request is denied by the Employer, the Union may request a meeting with the Secretary Treasurer.

#### **IV. Duration**

1. Each Job Sharing arrangement shall be for a maximum period of one (1) year unless extended by mutual agreement between the Employer and the Union.
2. The regular daily and weekly hours of the position shall remain unchanged as a result of the Job Sharing arrangement unless otherwise varied by the terms and conditions as provided by the letter referenced to in Section III - Procedure, Paragraph 3 above.
3. An example of a Job Sharing Weekly schedule is for the Holder Employee shall be two (2) days in the first week, being Thursday/Friday and the same individual to work three (3) days the second scheduled week, being Monday/Tuesday/ Wednesday. The

Co-holder Employee to work the reverse of the above-noted schedule. Schedules will be considered and approved by mutual agreement of the Parties at the time of application. All splits must be full days.

4. If the Co-holder is a full-time employee, their full-time position shall be filled on a temporary basis for the duration of the Job Share arrangement.
5. A Job Sharing arrangement may be terminated earlier than initially agreed to by the Employer, the Union, the Holder Employee or Co-holder Employee provided that thirty (30) calendar days written notice has been served to the other parties. Employees temporarily appointed to a position arising out of a Job Sharing arrangement shall be advised at the time of their temporary appointment that their term in the temporary position could be cut short as a result of an early cancellation of the Job Share arrangement.
6. Upon the expiry or termination of the Job Sharing arrangement:
  - (a) The Holder Employee shall revert back to their former full-time position. Should the Holder Employee decline reverting back to their former full-time position, the Holder Employee will be considered to have resigned and the original full-time position shall be posted.
  - (b) The Co-holder Employee will:
    - i) If the Co-holder is either a regular full-time or a regular part-time employee, the Co-holder Employee will revert back to their former position.
    - ii) If the Co-holder is a temporary employee with seniority rights, the Co-holder shall retain their status as a temporary employee.

## **V. Trial Period**

In order to provide a reasonable timeframe in which to examine the suitability of each Job Sharing arrangement, each Job Sharing arrangement will be considered for a trial period of ninety (90) calendar days, and the arrangement can be terminated during this time by either Party if the arrangement is deemed to be unsuitable. During the trial period of each Job Sharing arrangement, any vacancy created through the process, will be filled on a temporary basis.

## **VI. Employee Status**

A Regular Full-Time Employee in a Job Sharing arrangement shall retain and accrue their seniority through the duration of the Job Sharing arrangement. Such an employee shall be entitled to apply for positions as a Regular Full-Time Employee and to use seniority for all applicable purposes including layoff, bumping and recall. Regular Part-Time Employees, and

Temporary Employees with seniority rights shall accumulate seniority based on hours worked.

## **VII. Wages & Benefits**

The general principles with respect to wage rates, employee benefit entitlements and premium payments for Regular Full-Time Employees in Job Sharing arrangements are as follows:

- (a) Wages shall be paid in accordance with the ratio that the employee's scheduled weekly hours bears to the full-time hours of the position being shared.
- (b) Paid leave benefits, such as Vacation, General Holidays and Sick Leave, shall be earned on a proportionate basis in accordance with the ratio that the employee's scheduled weekly hours bears to the full-time hours of the position being shared. If absences occur due to illness, vacation or other approved leaves of absence, it is expected that the other employee will cover the period of absence *wherever possible*.
- (c) Any hours worked in excess of the scheduled workday or the scheduled workweek shall be paid at the appropriate overtime rate. As part of the Job Sharing arrangement, each employee shall work the equivalent of a full-time employee scheduled workday or workweek before overtime rates are paid.
- (d) The employee's share of the premium payments for benefits, such as Medical, Extended Health, Dental and Group Life, shall increase proportionately as the number of scheduled weekly hours decrease in relation to the full-time hours of the position being shared. The Employer's share of benefit premiums and F.T.E. cost will not exceed the total cost normally incurred for one (1) regular full-time position.

## **VIII. Vacation Entitlement & Public Holidays**

The employee's annual vacation entitlement and public holiday entitlement shall be earned on a proportionate basis in accordance with the ratio that the employee's scheduled weekly hours bears to the full-time hours of the position being shared.

## **IX Sick Leave**

For the period of the Job Sharing arrangement, the employee shall have sick leave credited on a prorated basis, calculated on the same proportionate basis as the employee's new scheduled hours bears to the full-time hours of the position being shared.

## **X Municipal Pension Plan**

Where an employee is contributing to the Municipal Pension Plan and enters Job Sharing arrangement, the employee shall be required to continue making contributions toward the

Municipal Pension Plan. The cost sharing arrangement shall continue on the same percentage basis applied to the reduced earnings. Pensionable service will be accrued on a prorated basis.

## **XII Regular Part-Time, and Temporary Employees with Seniority Rights**

Regular Part-Time, and Temporary Employees with seniority rights, sharing a portion of a Regular Full-Time position as a result of a Job Sharing arrangement shall retain their status as a Regular Part-Time or Temporary Employee with seniority rights while Job Sharing and shall continue to be treated in accordance with the applicable provisions of the Collective Agreement.

## **XIII Termination of Letter of Understanding**

Either party may cancel this Letter of Understanding by providing at least thirty (30) calendar days' written notice to the other party. Notwithstanding such cancellation, all Job Sharing arrangements in effect at the time of cancellation shall continue under the individual terms agreed upon.

Signed at Port Hardy this 23rd day of February, 2012

For the Board

For the Union

"John Martin"

"Joanne Welch"

**LETTER OF UNDERSTANDING No. 2**

BETWEEN:

THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 85  
(VANCOUVER ISLAND NORTH)

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2045

**RE: CONTRACTING IN**

During the term of the Collective Agreement the Parties will meet to review contracted services to determine the potential for providing the services with bargaining unit employees. Discussion will include, but is not limited to the following examples, StrongStart, Maintenance Services, and Aboriginal Education positions. The Parties will review financial information related to contracts, and information of the services that are being provided under the contracts. The Employer agrees to provide all financial information related to contracts it is legally allowed to provide.

This Letter of Understanding shall be subject to review and renewal during a period of negotiation.

Signed at Port Hardy this 23rd day of February, 2012

For the Board

For the Union

"John Martin"

"Joanne Welch"

## **LETTER OF UNDERSTANDING No. 3**

BETWEEN:

THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 85  
(VANCOUVER ISLAND NORTH)

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2045

### **RE: EMPLOYMENT EQUITY – ABORIGINAL EMPLOYEES**

#### **Introduction:**

The Parties agree that the hiring of Aboriginal Employees is critical to developing a bridge of understanding between students, staff and the community. About 45% of the students in School District N. 85 have Aboriginal ancestry. About 23.5% of the community population in School District No. 85 has Aboriginal ancestry and the Employment Equity Program will gradually allow the workforce to reflect the community population. Historically, the education system has not engaged Aboriginal students fully. Aboriginal students would benefit from Aboriginal employees who would act as role models. It is intended that the Employment Equity program will improve the academic achievement and graduation rates of Aboriginal students.

#### **Process:**

1. Employees and prospective employees of Aboriginal ancestry will follow an agreed-upon self-identification process.
2. Aboriginal ancestry with the necessary qualifications will be given preference for external postings, where there are no qualified applicants with seniority.
3. Applicants of Aboriginal Ancestry shall be a necessary qualification for any position supported through targeted Aboriginal funding.
4. No CUPE member that is in a position supported through targeted Aboriginal funding shall be laid off or terminated as a result of this agreement.
5. The Parties will meet to review the Employment Equity Program upon request from either Party.



This Letter of Understanding is without prejudice to the positions of either Party in any existing arbitral procedure regarding the interpretation and/or application of the provisions of the Collective Agreement.

This Letter of Understanding shall be subject to review and renewal during a period of negotiation.

Signed at Port Hardy this 23rd day of February, 2012

For the Board

For the Union

"John Martin"

"Joanne Welch"



**LOU Between BCPSEA & School Boards and Support Staff Unions**

**Letter of Understanding (LOU)**

**Between  
BC Public School Employers' Association  
And  
School Boards who are Signatories to this LOU  
And  
Support Staff Unions who are Signatories to this LOU**

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

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

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

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

**Term**

July 1, 2006 to June 30, 2010

**General Wage Increase**

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

**Incentive Payment**

Should the parties conclude an agreement by June 30, 2006 and the settlement is subsequently ratified, each bargaining unit member who is an employee of the School District

at the earlier of the date of ratification or June 30, 2006 shall be eligible to receive a one time lump sum incentive payment.

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

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

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

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

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

1. The parties agree to establish a Support Staff Skills Enhancement, Apprenticeship and Workforce Adjustment Committee which shall consist of four (4) representatives of support staff unions who are signatories to this LOU, and four (4) representatives of BCPSEA.
2. By no later than September 30, 2006, the Committee shall develop specific criteria to be used in allocating the funds provided to it under this Letter of Understanding,

including the processes and deadlines under which Districts and local unions may jointly seek to access funds held by the Committee. These processes will include a requirement that Districts and local unions seeking to access the funds provide the Committee with:

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

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

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

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

### **Apprenticeship Opportunities Funding**

6. The Committee will be provided with a one-time payment equal to a maximum of \$3,000,000, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions 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 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 become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with \$2 million). These monies will be used to facilitate and support workforce adjustment issues arising from non-routine and fundamental restructuring within a given school district, including shared services and regionalization. Any unused portion of the money from this fund will be reallocated (in the discretion of the Committee) to either the Skills Enhancement and Retraining Fund and/or the Apprentice Opportunities Fund.

15. The funding will be available to all support staff employees whose bargaining agents become signatories to this Letter of Understanding.
16. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

**Labour Market Adjustment Fund**

17. Subject to the approval of the Committee, a district may address demonstrated recruitment or retention issues that can be objectively determined with reference to specific criteria, including:
  - i. Demonstrating evidence of recruitment or retention difficulties;
  - ii. Providing relevant market data that specifically includes employers likely to recruit from the public sector employer and employers that the public sector employer has recruited from;
  - iii. Identifying which occupations and the number of employees that will be affected by the adjustment;
  - iv. Identifying options for the size of the market adjustments, and identifying 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 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 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 22<sup>nd</sup>, 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.

# MEMORANDUM OF AGREEMENT

**“Agreement”**

**Between**

**BOARD OF EDUCATION for SCHOOL DISTRICT No. 85  
(Vancouver Island North)**

**“Employer”**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES, Local 2045**

**“Union”**

---

The parties to this Memorandum of Agreement agree to recommend to their respective principals the ratification of a revised collective agreement incorporating the changes outlined below.

## **Continuing Provisions of the Current Collective Agreement**

Except as provided by this Memorandum, the terms and conditions of the collective agreement between the Employer and the Union that expired on June 30, 2010 will be incorporated in their entirety into the revised collective agreement between the parties.

## **Effective Date**

Unless otherwise specifically noted, all agreed changes to the collective agreement between the Employer and the Union shall take effect on the Parties duly ratifying this Agreement.

**Changes to the Revised Collective Agreement**

The July 1, 2006 – June 30, 2010 Collective Agreement will continue in force and effect until June 30, 2012 except as modified by the following:

Appendix “A” – Letter of Understanding between BC Public School Employers’ Association, Signatory Boards of Education and Signatory Support Staff Unions dated December 14, 2011.

Appendix “B” – Letter of Agreement between BCPSEA, CUPE & Ministry of Education dated December 14, 2011.

Appendix “C” – Local Memorandum of Agreement between the Board of Education for School District No. 85 (Vancouver Island North) and the Canadian Union of Public Employees Local 2045, dated February \_\_\_, 2012 which sets out all other agreed changes to the Collective Agreement.

**Ratification**

This memorandum is subject to ratification by the Board of Education for School District No. 85 (Vancouver Island North) and the Canadian Union of Public Employees Local 2045.

AGREED February 23rd, 2012

CUPE Local 2045

Board of Education for School District No. 2045  
(Vancouver Island North)

“Joanne Welch” \_\_\_\_\_

“John Martin” \_\_\_\_\_

“Colleen Martin” \_\_\_\_\_

\_\_\_\_\_

“Colleen Rushant” \_\_\_\_\_

\_\_\_\_\_

“Leanne C. Pyle” \_\_\_\_\_

\_\_\_\_\_

## **Appendix “A”**

**Letter of Understanding (LOU)**  
**Between**  
**BC Public School Employers’ Association**  
**And**  
**School Boards who are Signatories to this LOU**  
**And**  
**Support Staff Unions who are Signatories to this LOU**

The following items will form the basis of a framework for settlement between Support Staff Unions and Boards of Education in the K-12 Public Education Sector. This framework in its entirety will be incorporated into memorandum of agreement achieved between Support Staff Unions and Boards of Education no later than February 29, 2012.

### **Term**

July 1, 2010 to June 30, 2012

### **Wage Re-opener**

This memorandum of agreement is being negotiated in accordance with the PSEC Mandate established by Government for the current round of collective bargaining.

The employer agrees that in the event that Government decides to modify the PSEC Mandate, as it applies to the entire Public Service and Public Sector, during the term of the collective agreement, the school district and the local support staff union will have the opportunity to renegotiate the total compensation for the balance of the term of the collective agreement.

This opportunity to renegotiate will relate to total compensation only and such negotiations will be governed by the revised PSEC Mandate. This renegotiation will not result in the early termination of the collective agreement.

## **The Support Staff Education and Adjustment Committee**

1. The parties agree to continue and expand the scope of the Support Staff Education and Adjustment Committee (SSEAC) to include the following.
  - a) an examination and discussion of any impediments arising from and the options to facilitate the introduction of shared services
  - b) a focus on best practices to integrate skill development for support staff employees with district goals and student needs
  - c) a study of the potential for regionalization of wages and benefits
  - d) an investigation of benefit standardization for the purpose of additional efficiencies during the life of the collective agreement
  - e) recommendations to address issues associated with hours of work and service delivery
  - f) a review of practices in districts having modified school calendars and the resulting impact on support staff
  - g) skills enhancement for support staff

There will be a total of \$550,000 allocated for the purposes set out above. The parties agree that work plans to address the above and any resulting recommendations will require mutual agreement.

2. The funds stipulated in Item 1 of the LOA – Class Organization Fund will be allocated in accordance with the following principles:
  - a) The SSEAC will provide advice to the Ministry of Education regarding the allocations of the above funds to Boards of Education.
  - b) This advice will include recommendations that be directed to expanding services for students. Examples of initiatives include enhancing incremental EA hours for initiatives such as consultations, collaborative planning meetings, student coverage and innovative practices for existing EA positions working more than 10 hours per week and less than 35 hours per week.
  - c) Support staff local unions and Boards of Education will formulate a plan for the above funds.
  - d) SSEAC will review such plans and provide input to the Ministry of Education.

## **Demographic, Classification and Wage Information**

The employer will, subject to the availability of the data, provide the following information.

Every October 1<sup>st</sup>, the union will be provided with detailed bargaining unit demographic, earnings and job classification information for all reported bargaining unit members from the previous school year in Microsoft Excel spreadsheet format. This information will comprise the following data elements.

- School District employer
- Years of age (at the time of data submission)
- Gender
- Position code
- Current wage level
- Status (Permanent/Temporary/Casual)
- Annual hours of work
- Years of work experience with the current employer

BCPSEA will provide a Letter of Commitment regarding data as found in Attachment 1.

### **PEBT**

The employer agrees to append the letter found in Attachment 2 to support staff collective agreements re: Public Education Benefits Trust for information purposes.

The parties agree that decisions of the Public Education Benefits Trust medical appeal panel are final and binding. The parties further agree that administrative review processes and the medical appeal panel will not be subject to the grievance procedure in each collective agreement.

### **Provincial Bargaining**

At least six (6) months prior to the expiry of collective agreements between K-12 employers and support staff unions, representatives of employers and support staff unions shall meet to discuss the process of provincial bargaining for the next round of collective bargaining.

There will be a total of \$200,000 allocated for the costs associated with provincial discussions related to bargaining.

Dated this 14<sup>th</sup> day of December, 2011.



The undersigned bargaining representatives agree to recommend this letter of understanding to their respective principals.

CUPE & Support Staff Unions

BC Public School Employers' Association & Boards of Education

"Joanne Welch"

"John Martin"

"Colleen Martin"

\_\_\_\_\_

"Colleen Rushant"

\_\_\_\_\_

"Leanne C. Pyle"

\_\_\_\_\_

Attachment 1



Bill Pegler  
K-12 Coordinator  
Canadian Union of Public Employees (CUPE)

**Letter of Commitment**

BCPSEA agrees to coordinate the accumulation and distribution of demographic, classification and wage data, as specified in the Letter of Understanding dated December 14, 2011, to CUPE on behalf of Boards of Education. The data currently housed in the Employment Data and Analysis Systems (EDAS) will be the source of the requested information.

Original signed on December 14, 2011 by:

"Jacquie Griffiths"  
Jacquie Griffiths

Associate Executive Director

BCPSEA

Attachment 2

**Memorandum: To All Member School Districts and Support Staff Unions**

**Settlers Statement on Accepted Policy and Practices of the PEBT**

The Public Education Benefits Trust Fund (PEBT) was created in June 2002 and is sponsored by both the British Columbia Public School Employers' Association (BCPSEA) and the Canadian Union of Public Employees (CUPE). The program is governed by a Board of Trustees representing both School Districts and Support Staff workers in the K-12 sector. Currently, there are 59 school districts, 67 union locals, and over 20,000 plan members participating in the trust.

The Settlers to the PEBT are BCPSEA and CUPE. The PEBT holds a Settlers meeting annually where the Settlers are provided with an annual report and update from the Board. The Settlers also have an opportunity to raise issues and give input to the Board.

The PEBT sponsors a confidential Joint Early Intervention Service (JEIS) as an integral part of the disability program to assist plan members in their return to work. The program is supported by Unions, School Districts and the PEBT and is provided through funding from the provincial government for the "Core" LTD.

The PEBT is now entering its eighth year and members are more familiar with the plan and its operations. However, the PEBT Board has asked the Settlers to remind their respective constituents of the importance of following the policies and practices applied by the PEBT in providing the various benefits.

The Settlers recognize the value and importance of the PEBT in the K-12 Public Education Sector. The Settlers also recognize and support following the policies and procedures of the PEBT (outlined at [www.PEBT.ca](http://www.PEBT.ca)). The Settlers agree to work with and encourage their respective parties to adhere to the policies and procedures of the PEBT.

For further clarification please contact your BCPSEA or CUPE representative.



Appendix "B"

**LETTER OF AGREEMENT**

**BETWEEN:**

**BCPSEA**

**AND**

**K-12 SUPPORT STAFF UNIONS**

**AND**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BC AS REPRESENTED BY THE  
MINISTRY OF EDUCATION**

**RE: CLASS ORGANIZATION FUND: Support Staff Priorities**

**WHEREAS:**

The Ministry intends to establish and maintain additional funding for the purpose of addressing high priority challenges to student learning arising from the organization of classes within schools in the province; and

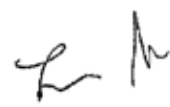
The K-12 support staff unions have since 2006 raised concerns in bargaining regarding the issues of unpaid Education Assistant work, lack of stable EA hours, bell to bell EA scheduling and lack of livable earnings for EAs, and

The Support Staff Education & Adjustment Committee (SSEAC) is a joint committee of K-12 Support Staff Unions and the BC Public School Employers' Association.

**THEREFORE:**

The parties hereby agree as follows:

1. Funding will be allocated as follows:

A handwritten signature in black ink, appearing to be 'L. M.', is located in the bottom right corner of the page.

- \$7.5 million for year one, for the school year commencing September, 2012, and
  - \$7.5 million per year for each year thereafter.
2. The SSEAC will provide advice to the Ministry of Education regarding the allocations of the above funds to Boards of Education.
  3. In the event of a dispute arising from the interpretation, application or alleged violation of this agreement there will be a meeting of the parties, and failing agreement, the parties will submit the concern to a mutually agreed arbitrator.
  4. It is a fundamental term of this Agreement that the Ministry will take all steps necessary to implement this Agreement including through introducing legislation to ensure its continuing validity. This Agreement is subject to the necessary legislative authorities existing, which will make it effective and remain in effect.

Original signed on December 14, 2011 by:

"Hugh Finlayson"  
BCPSEA

"Terry Allen"  
Support Staff Unions

"Rick Davis"  
Ministry of Education



**JOINT GENDER-NEUTRAL JOB  
EVALUATION PROGRAMME  
MAINTENANCE MANUAL  
(APPENDIX "D")**

**School District No. 85 (Vancouver Island North)**

**THE EMPLOYER**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 2045**

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APPENDIX B	Reconsideration Form	Not Attached

## ARTICLE 1 - PURPOSE

- a. The purpose of this manual is to outline the procedures for the maintenance of the Joint Gender-Neutral Job Evaluation Programme in accordance with general objectives and principles set out in the memorandum of agreement pertaining to a Joint Gender-Neutral Job Evaluation Programme between CUPE Local 2045 and the School District No. 85 (Vancouver Island North).
- b. To jointly maintain and implement a single gender-neutral job evaluation plan to achieve Equal Pay for Work of Equal Value for all jobs within CUPE Local 2045. The plan will include these four main factors:
  - i. skill
  - ii. effort
  - iii. responsibility
  - iv. working conditions

## ARTICLE 2 - DEFINITIONS

The following definitions are to apply to the terms used herein and throughout the Job Evaluation Programme:

<b>Collective Agreement</b>	The collective agreement currently in effect between the employer and CUPE Local 2045.
<b>Duty</b>	Is made up of a number of tasks.
<b>Factors</b>	The four major criteria used to measure jobs are skill, effort, responsibility and working conditions.
<b>Green-Circled Rate</b>	The rate of pay that is lower than the newly established rate of pay.
<b>Gender-Neutral</b>	Any practice or programme which does not discriminate between men and women.
<b>Incumbent</b>	An employee assigned to a job.
<b>Job</b>	Is made up of a number of duties.
<b>Job Analysis</b>	The process of determining and recording the tasks and duties of a job and the required skill, effort responsibility, and working conditions involved in the performance of that job, through the use of questionnaires, interviews and worksite observation.



<b>Job Analysis Questionnaire</b>	The instrument used to collect and record job data and forms part of the job documents.
<b>Job Description</b>	The written description of a job which includes a summary and a listing of the major duties and responsibilities.
<b>Job Evaluation</b>	A process which measures the value of jobs in relation to each other; this value is expressed in points.
<b>Job Evaluation Plan</b>	Contains the guidelines and degree levels for each subfactor used for evaluating a job.
<b>Joint Job Evaluation Maintenance Committee</b>	The Committee responsible for the implementation and maintenance of the job evaluation plan and which is made up of equal representatives from union and management.
<b>Out-of-Schedule Rate</b>	A rate of pay that is in excess of the maximum rate determined through the job evaluation programme. This rate is established for a specific purpose and normally for a specified period of time.
<b>Rate of Pay</b>	A designated rate of pay within the Schedule "A" of the Collective Agreement.
<b>Points</b>	The numerical expression assigned to each degree within each subfactor.
<b>Rating</b>	The process of relating the facts contained in the job documents to the job evaluation plan and selecting the factor degree levels judged to be appropriate.
<b>Rating Sheet</b>	Records the facts and rationale for the degree levels assigned to each subfactor for each job.
<b>Red-Circled Rate</b>	The rate of pay that is higher than the newly established rate of pay.
<b>Schedule "A" the Collective Agreement</b>	A listing of job titles, point bandings and rates of pay.
<b>Sore-Thumbing</b>	The process of making an objective comparison of a rating decision made by the committee to previous rating decisions of similar and/or related positions.

Comparisons may be performed by a factor-by-factor basis or on a total point basis.

<b>Subfactors</b>	Are components of the four major factors.
<b>Subfactor Degree Levels</b>	The actual measurement levels within each subfactor.
<b>Task</b>	A unit of work activity which forms part of a duty; one of the operations that constitute a logical and necessary step in the performance of a duty.
<b>Total Points</b>	The sum of all points allotted to each job for all factors determined in accordance with the job evaluation plan.

### **ARTICLE 3 - THE JOINT JOB EVALUATION MAINTENANCE COMMITTEE (J.J.E.M.C.)**

- 3.1 The J.J.E.M.C. shall have equal representation and participation from the parties, consisting of three representatives from the employer and three representatives from the local union.
- 3.2 The employer and the union shall each designate one of its representatives to act as Co-chairperson. The Co-chairpersons are responsible for:
  - a) The chairing of Committee meetings;
  - b) The scheduling of regular Committee meetings which includes notification of appropriate supervisors for Committee members' attendance;
  - c) Establishing the priority of matters to be acted upon by the Committee.
- 3.3 Each party may appoint alternate representatives to serve as replacements for absent members. Alternate members shall have the right to vote only when replacing a regular Committee member who is absent.
- 3.4 The Employer will provide administrative support services to the Committee. These services shall be under the direction of the Co-chairs and shall include:
  - a) The distribution of all Committee correspondence to the Committee Co-chairpersons;
  - b) The preparation and distribution of meeting agendas at least forty-eight (48) hours prior to the meeting;

- c) The preparation and distribution of minutes;
  - d) The preparation and distribution of Committee documents.
- 3.5 The Union Committee members or any alternates appointed by the Union shall be granted leave of absence with pay and without loss of seniority for periods of time spent working on the Committee. These members shall continue to have all rights and privileges of the collective agreement.
- 3.6 When necessary, Union Committee members shall be replaced in their regular jobs for such time as they are working on the J.J.E.M.C.
- 3.7 Routine business decisions of the Committee shall be made by a simple majority. Job rating decisions shall require a unanimous decision of the full Committee and shall be final and binding on the parties, subject to the reconsideration procedure set out in Article 6.2.
- 3.8 The Committee shall meet as necessary at a mutually agreed upon time and place. Each member shall receive notice along with the agenda for the meeting at least forty-eight (48) hours before the meeting. Either party may call a meeting by giving written notice and this meeting shall take place within 15 working days of the delivery of the notice to the other party's Co-chairperson.
- 3.9 Either party to the agreement may engage advisors to assist its representatives on the J.J.E.M.C. Any such advisor shall be entitled to voice but not to vote and shall not be considered to be a member of the Committee.

#### **ARTICLE 4 - MANDATE OF THE J.J.E.M.C.**

The J.J.E.M.C. shall implement and maintain the Joint Gender-Neutral Job Evaluation Programme by:

- a) Evaluating all the jobs using the job evaluation plan;
- b) Maintaining the integrity of the programme;
- c) Recommending to the parties changes to the job evaluation plan, its procedures or methods, as may be deemed necessary from time to time.
- d) Recording the results and rationale on the rating sheet and completing the Advice of Rating Form. Copies of the Advice of Rating Form and job description will be provided to the J.J.E.M.C., incumbent(s), supervisor and the union.

- e) Documenting decision criteria and precedents on an on-going basis for future committee reference.

## **ARTICLE 5 - JOB ANALYSIS PROCEDURES AND RATINGS FOR NEW AND/OR CHANGED JOBS**

5.1 The following general procedure shall be used to rate jobs:

- a) Step 1

A Job Analysis Questionnaire shall be completed by the incumbent(s) and the supervisor. The completed questionnaire shall be submitted to the J.J.E.M.C. along with the copy of the current job description. The questionnaire should detail any changes to the job resulting from new or changed circumstances in the job.

- b) Step 2

The Committee shall, if necessary, draft a new job description based on the information gathered. Where further information is required, interviews shall be held with the incumbent(s) and/or the supervisor. The Committee shall provide a draft job description to the incumbent(s) and the supervisor for their input. Amendments may be made to the proposed job description, as deemed necessary by the Committee, from the response of the incumbent(s) and the supervisor.

- c) Step 3

The job shall now be rated, based on the agreed-upon job description, in accordance with the job evaluation plan. The Committee shall also use information obtained from the completed questionnaire, interviews with the incumbent(s) and/or supervisor and, if required, visits to the job site. The plan evaluates the skill, effort, responsibility, and working conditions involved in the job. Each of these factors is subdivided into subfactors which provide a standard against which each job is rated to determine its relative worth.

- d) Step 4

When the Committee has completed rating the job, it will provide the supervisor and the incumbent(s) with a copy of the job description and Advice of Rating Form (Appendix A).

- 5.2 In the application of the job evaluation plan, the following general rules shall apply:
- a) It is the content of the job, and not the performance of the incumbent(s), that is being rated;
  - b) Jobs are evaluated without regard to existing rates of pay;
  - c) Jobs are rated at the appropriate degree level in each subfactor by comparing the specific requirements of the job to the subfactor definition, and the description of each degree level;
  - d) The job analysis and rating of each job shall be relative to and consistent with the job descriptions and ratings of all other jobs rated under the plan;
  - e) No interpolation of subfactor degrees (i.e. mid-points) is permitted;
  - f) The factors and subfactors must have an impact on all jobs being rated;
  - g) Rating decisions shall include a sore-thumbing process to ensure consistency in committee decisions;
  - h) A Committee member may be excused from rating their own or any position where the rating of that position may place them in a conflict of interest situation.

## ARTICLE 6 - MAINTAINING THE JOB EVALUATION PROGRAMME

6.1 It is important that each party maintain accurate job descriptions and job ratings on an ongoing basis. Failure to do so will serve to damage the integrity of the programme. It is the intent of the parties to review jobs periodically upon request and to conduct a comprehensive review of one third (1/3) of all jobs each year.

### 6.2 Job Evaluation Procedures for Changed Jobs

Whenever the employer changes the duties and responsibilities of a job or the incumbent(s)/Union feel that the duties and responsibilities of a job have been changed, or that the job description does not reflect the duties and responsibilities of, the following procedures shall be followed:

- a) The incumbent(s)/Union or the supervisor/employer may request a job evaluation review by completing and submitting a Job Evaluation Reconsideration Form (Appendix B) along with a completed Job Analysis Questionnaire and revisions to the job description.
- b) Upon receipt of a completed Job Evaluation Reconsideration Form, the J.J.E.M.C shall proceed to gather accurate, up-to-date information on the job in accordance with Articles 5 and 6. The gathering of information shall involve requesting the incumbent(s) and supervisor to complete and up-to-date job analysis questionnaire along with revisions to the job description. Where further information is required, interviews shall be held with incumbents and/or supervisors and/or visits to the job site. Based on this information, the Committee shall update the job description as necessary;
- c) Where the duties and responsibilities and/or the job description has been change, the Committee shall meet to rate each subfactor of the job, and to establish a new rating for the job and advise the incumbent(s) and/or supervisor of its decision (Appendix A). The rating of the job shall determine the rate of pay for the job;

### 6.3 Job Evaluation Procedures for New Jobs

Whenever the employer establishes a new job, the following procedures shall apply:

- a) The employer shall prepare a draft job description for the job;
- b) Management shall establish a temporary rate of pay for the job, based on the draft job description;

- c) The job shall be posted (if required by the Collective Agreement) and any person appointed to the job shall be paid the temporary rate of pay. The posting and/or letter of appointment shall clearly state that the rate of pay is temporary, pending job evaluation.
- d) Six (6) months after appointment to the job, the incumbent(s) and the supervisor shall complete a Job Analysis Questionnaire. The questionnaire shall be submitted, along with any revisions to the job description, to the J.J.E.M.C. The agreed upon job description shall be rated in accordance with the procedure set out in Article 5.
- e) If the rate of pay increases as a result of the six month review, such increase shall be paid to each incumbent effective the date of his/her appointment to the job. In the event that the rate of pay of the job decreases as the result of this six month re-examination of the job, the incumbent shall receive the new rate of pay effective upon completion of the rating procedure by the J.J.E.M.C..

## **ARTICLE 7 - SETTLEMENT OF DISAGREEMENTS**

- 7.1 In the event that a majority of the Union or a majority of the Management J.J.E.M.C. members disagree, the disagreement will be referred to step 3 of the grievance procedure as per the Collective Agreement.

## **ARTICLE 8 - APPLYING THE RATING TO THE RATES OF PAY**

- 8.1 Job ratings serve to:
- a) group jobs having relatively equivalent point values (this is commonly referred to as banding);
  - b) provide the basis upon which rate of pay relationships between jobs are established;
  - c) measure changes in job content;
  - d) assign jobs into their proper rate of pay in Schedule "A" of the Collective Agreement.
- 8.2 The total point allocation shall be used to determine the rate of pay for jobs. Rates of pay are provided in the Collective Agreement.

8.3 If a job is rated at a rate of pay higher than that current for the job, the rate of pay shall be adjusted to the higher rate of pay on the new salary schedule, retroactive to the date the Job Evaluation Reconsideration Form was submitted.

8.4 Following submission of a reconsideration request form, if a job is rated at a rate of pay lower than the current rate of pay for the job, all incumbents of such job shall continue to receive their existing rate of pay in accordance with Article 27.03 of the Collective Agreement.

## ARTICLE 9 - CONCLUSION AND IMPLEMENTATION

9.1 The J.J.E.M.C. shall report its recommendations for change to the job evaluation plan or its maintenance manual to the parties for ratification.

FOR THE EMPLOYER	FOR THE UNION
<b>Date:</b>	<b>Date:</b>

/cd\*opeiu 491