

Collective Agreement

between

**Board of School Trustees of School
District NO. 64 (Gulf Islands)**

and

**Canadian Union of Public Employees
Local 788**

**Begins:
01/01/1995**

**Terminates:
12/31/1996**

10346(01)

I N D E X

**1995 Collective Agreement
Between
School District No. 64 (Gulf Islands)
and
Canadian Union of Public Employees, Local 786**

Article No.	Article Name	Page No.
1	DEFINITIONS	
1.01	Regular Employees	1
1.02	Substitute/Casual Employee	1
1.03	Temporary Employees	1
2	MANAGEMENT RIGHTS	
2.01	Management Rights	1
3	RECOGNITION AND NEGOTIATIONS	
3.01	No Other Agreements	2
4	HUMAN RIGHTS	
4.01	Board Shall Not Discriminate	2
4.02	Affirmative Action	2
4.03	Harassment	2
4.04	Indemnification Clause	2
5	UNION SECURITY	
5.01	All Employees to be Members	2
6	CHECK-OFF UNION DUES	
6.01	Check-off Payments	2
6.02	Dues Receipts	2
7	BOARD AND UNION SHALL ACQUAINT NEW EMPLOYEES	
7.01	New Employees	3
8	CORRESPONDENCE	
8.01	Correspondence	3
9	LABOUR MANAGEMENT COMMITTEE	
9.01	Labour Management Committee	3
9.02	Function of Committee	3
10	BARGAINING RELATIONS	
10.01	Bargaining Committee	3
10.02	Functions of the Committee	3
10.03	Time off for Meeting	3
11	BOARD DECISIONS	
11.01	Board Decisions	3
12	GRIEVANCE PROCEDURE	
12.01	Election of Stewards	3
12.02	Grievance Committee	3
12.03	Definition of Grievance	4
12.04	Setting of Grievances	4
12.05	Policy Grievance	4
12.06	Amending of Time Limits	4

13	ARBITRATION	
13.01	Composition of Board of Arbitration	4
13.02	Board Procedure	4
13.03	Decisions of the Board	4
13.04	Expenses of the Board	5
14	EVALUATION AND DISCIPLINE	
14.01	Evaluation Reports	5
14.02	Frequency of Evaluation	5
14.03	Consultation with Labour Management Committee	5
14.04	Notice of Suspension and Discharge	5
14.05	Burden of Proof	5
14.06	Warnings	5
14.07	Right to Have a Steward Present	5
14.08	Access to Personnel Files	5
14.09	Adverse Reports	6
14.10	Suspension	6
14.11	Crossing of Picket Lines During Strike	6
15	SENIORITY	
15.01	Seniority Defined	6
15.02	Employment Acceptance	6
15.03	Appointments	6
15.04	Seniority List	6
15.05	Loss of Seniority	7
16	PROMOTIONS AND STAFF CHANGES	
16.01	Job Postings	7
16.02	Information in Postings	7
16.03	No Outside Advertising	7
16.04	Role of Seniority in Filling Vacancies	7
16.05	Probationary Period	8
16.06	Notification to Employee and Union	8
16.07	On-the-Job Training	8
16.08	Unposted Increase in Hours	8
17	LAYOFF AND RECALL	
17.01	Definition of Layoff	8
17.02	Role of Seniority in Layoffs	9
17.03	Layoff Procedure	9
17.04	Recall Procedure	10
17.05	No New Employees	10
17.06	Advance Notice of Layoff	11
17.07	Grievance on Layoffs and Recalls	11
17.08	Severance Pay	11
18	HOURS OF WORK	
18.01	Hours and Shifts	11
18.02	Ten Month Positions	12
18.03	Temporary Change in Work Week	12
19	OVERTIME	
19.01	Overtime Rates	12
19.02	Advance Notice	12
19.03	Minimum Call-out	12
19.04	Time Off in Lieu	12
19.05	No Layoff to Compensate for Overtime	12
20	SHIFTWORK	
20.01	Notice of Change of Shift	13
20.02	Split Shifts	13

21 HOLIDAYS		
21.01	List of Holidays	13
21.02	Holidays on Day Off	13
21.03	Holiday Pay	13
21.04	School Term Employees	14
22 VACATIONS		
22.01	Definition	14
22.02	Less Than One Year Service	14
22.03	Less Than Nine Years of Service	14
22.04	Less Than Twenty Years of Service	14
22.05	More Than Twenty Years of Service	14
22.06	Holidays During Vacations	14
22.07	Vacation Accumulation	14
22.08	Choice of Vacation Dates	14
23 SICK LEAVE PROVISIONS		
23.01	Amount of Sick Leave	14
23.02	Illness in the Family	14
23.03	Proof of Illness	14
23.04	Sick Leave on Retirement	15
23.05	Sick Leave Records	15
23.06	Emergency Sick Leave Bank	15
24 LEAVE OF ABSENCE		
24.01	Leave of Absence for Union Business	15
24.02	Leave of Absence for Union Functions	15
24.03	Personal Emergency Leave	15
24.04	Compassionate Leave	15
24.05	Court Attendance	16
24.06	Education Leave and Examinations	16
24.07	Parental Leave	16
24.08	Adoption Leave	17
24.09	Paternity Leave	17
24.10	Discretionary Leave	17
24.11	General Leave (for up to six (6) months)	17
24.12	Long Term Leave (for greater than six (6) months)	17
24.13	Self-Funded Leave Plan	17
24.14	Long Term Medical Leave	17
25 PAYMENT OF WAGES AND ALLOWANCES		
25.01	Pay Days	18
25.02	Pay Classification	18
25.03	Calculation of Salary	18
25.04	Rate of Pay on Temporary Assignment	18
25.05	Classroom Calculations	18
25.06	Automobile Allowance	18
25.07	Professional Development	18
25.08	Designated First Aid Attendant Allowance	19
26 RETIREMENT		
26.01	Retirement Defined	19
26.02	Retirement Bonus	19
26.03	Over-age Employees	19
26.04	Computation of Service	19
27. JOB CLASSIFICATION AND RECLASSIFICATION		
27.01	Job Descriptions	19
27.02	No Elimination of Present Job Descriptions	19
27.03	Job Evaluation Committee	19
27.04	Function of Job Evaluation Committee	19
27.05	Changes to Job Description	20

28	EMPLOYEE BENEFITS	
28.01	Medical Insurance	20
28.02	Dental Insurance	20
28.03	Group Life Insurance	20
28.04	Long Term Disability	20
28.05	Municipal Superannuation	20
28.06	Supplementation of Compensation Award	20
28.07	Employment Benefits for Same Sex Partners	20
28.08	Employee Assistance Program	20
29	HEALTH AND SAFETY	
29.01	Cooperation on Safety	21
29.02	Video Display Terminals	21
29.03	Right to Refuse Unsafe Work	21
29.04	Workplace Violence	21
29.05	Administration of Medication	22
29.06	Contagious Diseases and Conditions	22
30	TECHNOLOGICAL AND OTHER CHANGES	
30.01	Advance Notice	22
30.02	Training	22
31	JOB SECURITY	
31.01	Job Security	22
31.02	Bargaining Unit Work	23
32	SUBSTITUTE/CASUAL EMPLOYEES	
32.01	The Substitute/Casual Employee List	23
32.02	Job Opportunity	23
32.03	Call-in of Substitute/Casual Employees	23
32.04	Rights and Benefits	24
33	UNIFORM AND CLOTHING ALLOWANCE	
33.01	Wet Weather Clothing	24
33.02	Protective Clothing	24
33.03	Protective Footwear Allowance	24
a4	GENERAL CONDITIONS	
34.01	Bulletin Boards	24
37	GENERAL	
37.01	Copyright Infringement	24
38	TERM OF AGREEMENT	
38.01	Term of Agreement	24
38.02	Negotiations	24
38.03	Retroactive Provision	24
	Signatures	25
	Schedule of Pay Rates	26
	Schedule of Job Classification	27,28,29,30,31
	Letter of Understanding (Pay Equity)	32
	Letter of Understanding (Self-Funded Leave)	33
	Letter of Understanding (Contracting In)	34
	Letter of Understanding (Job Review Support Services)	35
	Letter of Understanding (Flexible Hours)	36
	Letter of Understanding (voluntary Transfer)	37
	Letter of Understanding (Work Experience)	38
	Letter of Understanding (Return to Work)	39
	Letter of Understanding (Bargaining Committee)	40
	APPENDIX 'A'	41
	APPENDIX 'B'	42

5

THIS AGREEMENT MADE THIS 24th **DAY OF** June **, 1996**
BETWEEN

THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT # 64 (GULF ISLANDS) (hereinaftercalled the 'Board'
OF THE FIRST PART

AND THE

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 788 (hereinaftercalled the "Union")
OF THE SECOND PART

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

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

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

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. DEFINITIONS

1.01 Regular Employee

- (a) A regular employee is an employee who has been appointed to a continuing position.
- (b) A regular employee who has satisfactorily completed the probationary period shall be entitled to employee benefits as provided in article 28.

1.02 Substitute/Casual Employee

- (a) A substitute/casual employee is an employee hired to fill a work requirement which is anticipated to be less than fifteen (15) consecutive working days, such as:
 - 1. relieve in established positions;
 - 2. augment regular work force on temporary or seasonal work projects;
 - 3. work on capital work projects.

1.03 Temporary Employee

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

2. MANAGEMENT RIGHTS

2.01 Management Rights

- (a) The Union recognizes the undisputed right of the Board to operate and manage the schools in accordance with its commitments and responsibilities and to make and alter from time to time rules and regulations to be observed by employees; such rules and regulations shall not be contrary to any provision of this Agreement.
- (b) The Board shall always have the right to hire, assign, discipline and discharge employees for proper cause, and such right shall not be exercised in a manner inconsistent with the provisions of this Agreement.

3. RECOGNITION AND NEGOTIATIONS**3.01 No Other Agreements**

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

4. HUMAN RIGHTS**4.01 The Board Shall Not Discriminate**

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

4.02 Affirmative Action

Matters related to affirmative action will be referred to the Labour-Management Committee.

4.03 Harassment

(a) The Board and Union recognize the right of employees to work in an environment free from **sexual** or personal harassment and agree to cooperate in attempting to resolve, in a confidential manner, any complaints of harassment which may arise in the work place.

(b) Sexual harassment is defined as unwelcome **sexual** advances, requests for **sexual** favours and other verbal or physical conduct of a **sexual** nature when such conduct interferes with an individual's work performance or creates an intimidating, hostile or defensive working environment.

(c) Personal harassment shall be defined as intentional, offensive comments and/or actions designed to demean and/or belittle an individual.

(d) Any complaint alleging harassment will be dealt with in the grievance procedure.

4.04 Indemnification Clause

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

5. UNION SECURITY**5.01 All Employees to be Members**

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

6. CHECK-OFF OF UNION DUES**6.01 Check-off Payments**

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

6.02 Dues Receipts

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

7. BOARD AND UNION SHALL ACQUAINT NEW EMPLOYEES

7.01 New Employees

The Board shall provide new employees with a copy of the current Collective Agreement. The Board and Union shall share equally the cost of providing copies of the contract.

8. CORRESPONDENCE

8.01 Correspondence

(a) Any correspondence arising out of this Agreement or incidental thereto shall pass to and from the Secretary-Treasurer of the Board and the Secretary of the Union.

(b) A copy of any correspondence between the Board and any employee within the bargaining unit which indicates a possible future action which would adversely affect the employee's employment status shall be provided to the Union.

9. LABOUR MANAGEMENT COMMITTEE

9.01 Labour Management Committee

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

9.02 Function of Committee

The committee shall produce its own terms of reference but shall be limited to making recommendations only.

10. BARGAINING RELATIONS

10.01 Bargaining Committee

The Union and the Board shall appoint a bargaining committee consisting of not more than four (4) members each.

10.02 Functions of the committee

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

10.03 Time Off for Meeting

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

11. BOARD DECISIONS

11.01 Board Decisions

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

12. GRIEVANCE PROCEDURE

12.01 Election of Stewards

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

12.02 Grievance Committee

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

12.03 Definition of Grievance

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

12.04 Settling Of Grievances

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

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

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

Step 3 Failing satisfactory settlement within two (21) working days after the dispute was submitted under Step 2, the Union Grievance Committee shall consider the matter and if the dispute is warranted, shall forward the dispute in writing to the Secretary-Treasurer of the Board who shall reply within four (4) working days after receipt of the Union's letter.

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

12.05 Policy Grievance

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

12.06 Amending of Time Limits

Wherever a stipulated time is mentioned in Article 12.04 the said time limit may be extended by mutual consent of **both** parties.

13. ARBITRATION**13.01 Composition of Board of Arbitration**

An arbitration board consisting of one (1) representative selected by the Board and one (1) representative selected by the Union will be appointed within five (5) days after the written request for arbitration has been received. The two (2) arbitrators so selected shall meet immediately after appointment and select a third person who will act as chairperson of the arbitration board. If they are unable to agree upon the selection of a chairperson within twenty-four (24) hours, they shall then request the Minister of Labour to appoint a chairperson.

The parties may, by mutual agreement, choose to appoint a single arbitrator instead of a three person arbitration board.

13.02 Board Procedure

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

13.03 Decisions of the Board

The decision of a majority of the members of the arbitration board shall be the decision of the board. The decisions of the arbitration board shall be made within ten (10) days after the chairperson has been appointed and shall be final and binding on both parties.

13.04 Expenses of the Board

Each of the parties hereto will share equally the expenses of the chairperson of the board of arbitration.

14. EVALUATION AND DISCIPLINE**14.01 Evaluation Reports**

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

14.02 Frequency of Evaluation

(4) A written (form) evaluation of a newly hired employee shall be completed prior to the end of the probationary period and, normally, once every two years for a regular employee.

(b) A written (form) evaluation shall be completed at the request of an employee or supervisor— provided the employee is given written notice that an evaluation will be carried out.

14.03 Consultation with Labour Management Committee

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

14.04 Notice of Suspension or Discharge

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

14.05 Burden of Proof

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

14.06 Warnings

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

14.07 Right to Have a Steward Present

Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may arrange for his or her steward to be present at the interview.

14.08 Access to Personnel Files

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

14.09 Adverse Reports

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

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

14.10 Suspension

(a) Employees dismissed or suspended shall have recourse to the grievance procedure.

(b) Unless otherwise decided upon in the grievance procedure, suspension will mean loss of pay for the time or duration of the suspension.

14.11 Crossing of Picket Lines During Strike

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

15. SENIORITY**15.01 Seniority Defined**

(a) Seniority is defined as the length of service in the bargaining unit as an employee, based on date of hire and full time equivalent service accumulated during the school year.

(b) Seniority for a substitute/casual employee shall be based on accumulated hours of service during 192 school days (1344 hours equals one year of seniority for clerical and paraprofessional employees, 1536 hours equals one year of seniority for operations employees).

(c) For the purpose of Job opportunity (article 16) seniority shall be based on full time equivalent service accumulated in accordance with article 15.01 (a) and (b).

(d) For the purpose of job security (article 17) seniority shall be based on the employee's date of hire.

15.02 Employment Acceptance

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

15.03 Appointments

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

15.04 Seniority List

(a) The Board shall supply a seniority list of employees to the union by September 1st in each year with seniority calculated to the previous June 30th.

(b) Seniority shall be based on accumulated length of service of each employee and show the date upon which each employee's service commenced. Should there be a disagreement as to the accuracy, the employee(s) affected shall first endeavour to correct the error by contacting the payroll department. Should that fail, then the grievance procedure may be invoked.

15.05 Loss of Seniority

- (a) Employees shall not lose seniority rights if they are absent from work because of sickness, disability, accident, layoff or leave of absence approved by the board. Employees shall only lose their seniority in the event:
1. They are discharged for Just cause and not reinstated.
 2. They resign.
 3. They fall to return to work within ten (10) working days following a layoff and after receiving notice by registered mail to do so, unless through sickness or other Just cause.
 4. Laid off employees engaged in alternate employment and who are recalled shall be permitted to give their current employer reasonable notice of termination, no longer than two (2) weeks to accept the recall.
 5. They are laid off for a period of longer than two (2) years.
- (b) Loss of seniority means loss of all rights as an employee.

16. PROMOTIONS AND STAFF CHANGES**16.01 Job Postings**

- (a) When a new position is created or when a vacancy occurs within the bargaining unit which is anticipated to be greater than fifteen (15) working days, the Board shall notify the Union in writing within ten (10) working days and afford the Union an opportunity to post the position for a minimum of five (5) working days, except in accordance with Article 17.03.
- (b) If a position is increased in hours within twelve months of posting, or if a position is reclassified upward or becomes full time as a result of additional hours, it shall be reposted.
- (c) Temporary postings that do not have a definite end date can be posted with the anticipated end date. Upon mutual agreement of the Board and the Union the end date may be extended without additional posting.

16.02 Information in Postings

Such notice shall contain the following information:

- Nature of position,
- Qualifications.
- Location
- Shift, hours of work.
- Pay rate.

16.03 No Outside Advertising

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

16.04 Role of Seniority in Filling Vacancies

Both parties recognize:

- (a) The principle of promotion within the service of the Board.
- (b) That job opportunity should increase in proportion to length of service. THEREFORE in filling vacancies, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 16.02. Where two (2) or more employees have the same accumulated length of service, preference shall be in accordance with the date employment commenced. All promotions, transfers and staff changes (EXCEPT within the same classification) shall be for a trial period of three (3) months.

- (c) Any employee who does not successfully complete the trial period or decides for good and sufficient reason during the trial period to return to their previous position shall be returned to their previous position and all other employees similarly affected will be returned accordingly.

16.05 Probationary Period

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

16.06 Notification to Employee and Union

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

16.07 On-the-job Training

The Board will inaugurate and maintain a system of 'on-the-job' training, that includes job manuals for each job in the bargaining unit, so that every employee may have the opportunity of receiving training and qualifying for promotion in the event of a vacancy arising to the position next senior to their own.

16.08 Unposted Increase in Hours

- (a) A list shall be maintained of employees interested in increased hours. Part time employees interested in increased hours shall so indicate to the Board in writing no later than June 15th for the first term and no later than December 15th for the second term.
- (b) Where more hours become available within a classification in a work location where there is more than one part time position within the classification, the increased hours shall be offered to employees in order of seniority, in accordance with Article 16.08 (a), provided operational requirements are met and Articles 16.01 (b), 17.03 (h) do not apply.

17. LAYOFF AND RECALL

17.01 Definition of Layoff

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

17.02 Role of Seniority In Layoffs

Both parties recognize that job security shall increase in proportion to seniority in accordance with article 15.01 (d). Options under article 17 shall be offered on the basis of seniority to affected employees.

17.03 Layoff Procedure

- (a) The Board identifies the classification(s) and position(s) affected by a reduction in the working force or hours of work and meets with the Union as far in advance as possible to discuss the circumstances giving rise to layoff.
- (b) Employees about to be laid off shall be afforded the options of [a] accepting the layoff (placement on the internal recall list in the case of a reduction in hour(s) or placement on the external recall list in the case of elimination of the position); (b) bumping into one of the positions identified by the Layoff and Recall Committee and maintaining internal recall rights; (c) accepting a severance package.
- (c) The Layoff and Recall Committee, pursuant to Article 17.04 (d), shall meet prior to issuance of notice of any layoff to determine the positions, available to the employee(s) affected. Once positions are identified, the affected person(s) shall be offered a transfer or layoff and layoff notices issued.
1. Positions of equal level and F.T.E. for which the employee is qualified that are held by a Junior employee.
 2. Where no equal match is available pursuant to (1.) above, eligible positions shall be identified as follows:
 - 2.1 Positions of equal level and increased F.T.E. up to one hour per day or five hours per week for which the employee is qualified, that are held by a junior employee.
 - 2.2 Positions in either higher or lower levels with the same F.T.E. for which the employee is qualified that are held by a junior employee.
 - 2.3 Positions in either higher or lower levels with less F.T.E. for which the employee is qualified that are held by a junior employee.
 - 2.4 Notwithstanding (2.3) above, an employee whose position has been reduced in hours may accept the layoff in hours and opt to bump into a position of equal, higher, or lower levels which will, in combination, maintain their pre-layoff F.T.E. Such employees shall retain bumping rights to the F.T.E. of their pre-layoff position in the event of a subsequent reduction in hours in either position.
 - 2.5 Notwithstanding (2.3) above, an employee whose position has been eliminated may opt to accept a combination of positions of equal, higher or lower levels in order to maintain his/her pre-layoff F.T.E. Such employee shall retain separate layoff rights commensurate with each separate position.
- (d) If no junior position(s) is identified by the Layoff and Recall Committee for which the affected employee is qualified, such employee shall be laid off.
- (e) It is understood and agreed that an employee who receives notice of layoff shall respond to the Board within five (5) working days of receipt of notice of layoff indicating his/her preference of the various transfer(s) offered or layoff.
- (f) It is understood and agreed that it is the employee's responsibility to keep his/her personnel file updated (resume and qualifications) as the Layoff and Recall Committee will use the information in the resume to determine which positions affected employees are qualified to bump into.

- (g) An employee who bumps into a position other than his/her most recent appointment shall be for a trial period of three (3) months in accordance with Article 16.04.
- (h) If hours are restored to an appointment which has been reduced in hours within a period of two (2) calendar years, the position will be offered back to the employee laid off.
- (i) When a new position is created or a vacancy occurs, while a qualified employee is laid off and entitled to recall, such position will be filled by recalling from layoff the most senior qualified employee.
- (j) Employee(s) on layoff will have benefit premiums paid as per the contract cost shared basis for the month following date of layoff and will be allowed to make arrangements through Personnel/Payroll to maintain payment of the full premium cost of benefit plans for which such employee(s) are eligible for a period of two (2) calendar years.
- (k) Employees appointed to a ten (10) month position (not regularly employed during the summer) and laid off for the summer recess cannot bump a twelve month appointed employee during the summer recess.
- (l) No employee shall be forced to accept a position away from their home island although the employee may opt to do so.

17.04 Recall Procedure

- (a) Regular employees laid off for the summer recess shall be notified of their date of recall at the time of layoff except as provided in Article 17.06.
- (b) The Board shall first offer recall to the employee who, at the time of layoff, has the most seniority among those laid off, if qualified. If that employee is unavailable, the position shall then be offered to the next senior employee, if qualified, and so on until the position is filled. All positions shall be filled in this manner while there are remaining employees who have been laid off. A part-time employee shall have recall rights only to an appointment equal to or less than his/her most recent appointment.
- (c) Upon recall, an employee shall retain his/her former recall status even though the recall assignment may be in a different classification or for a specific term and/or for an amount of employment different from the recall status. This permits the Board to employ an employee on the recall list in temporary assignments without jeopardizing the employee's right to recall otherwise contained in this Agreement. A refusal to accept an appointment under this clause shall not be deemed to be a refusal under Article 15.05 (a) 3.
- (d) A Layoff and Recall Committee consisting of not more than three (3) representatives of the Board and not more than three (3) members of the Union shall monitor layoff and recall procedure and a recall list.

17.05 No New Employees

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

17.06 Advance Notice of Layoff

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

17.07 Grievance on Layoffs and Recalls

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

17.08 Severance Pay

- (a) Employees who are laid off may elect to receive severance pay at the rate of one (1) weeks pay for each completed year of service to a maximum of four (4) months pay.
- (b) Employees who elect to receive severance pay during the first thirty (30) days following receipt of layoff notice shall waive their rights to recall provided under Article 15.05, (a) 5.

18. HOURS OF WORK**18.01 Hours and Shifts**

- (a) Normal hours and shifts for full-time regular employees shall be Monday to Friday inclusive as follows:
1. Clerical and Paraprofessional employees shall work a thirty-five (35) hour week, seven (7) hours per day exclusive of meal time between the hours of 8:00 a.m. and 5:00 p.m.
 2. Day shifts for Operations employees shall be eight (8) hours of work exclusive of meal times scheduled between the hours of 6:00 a.m. and 5:30 p.m.
 3. Afternoon shifts for custodians shall be eight (8) hours of work inclusive of one-half (1/2) hour for meal times scheduled between the hours of 2:30 p.m. and 1:00 a.m.
 4. Hours of work for bus drivers shall be as follows:
 - 4.1 For regularly scheduled runs Monday to Friday: a minimum of five (5) hours.
 - 4.2 Any bus driver whose regular scheduled run exceeds five (5) hours in any one day shall receive straight pay for a period not to exceed additional three (3) hours per day.
 - 4.3 All hours in excess of eight (8) hours in any one day shall have the provisions of Article 19, with the exception of Clause 19.04, apply.

- 4.4 In the event of the number of bus runs being increased, with reduction in hours per route:
- (i) Current bus drivers shall maintain their present hours by means of alternate employment. Such employment to be at the Bus Driver rate of pay.
 - (ii) Bus drivers employed after January 1, 1990, shall be paid for hours worked which, in any case, shall not be less than two (2) hours per day.
- (b) Part-time regular employees, except Supervision Aides, shall be paid for hours worked which, in any case shall not be less than two (2) hours per day.
- (c) Supervision Aides working less than one (1) hour per day shall be paid a minimum of one (1) hour each day worked.

18.02 Ten Month Positions

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

18.03 Temporary Change in Work Week

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

19. OVERTIME**19.01 Overtime Rates**

Where conditions necessitate Overtime in excess of the normal full-time daily and/or weekly hours as laid down in Articles 18.01 and 18.03 above and where the work is authorized and permission granted, such overtime shall be paid at the rate of time and one-half for the first three (3) hours and double time thereafter.

19.02 Advance Notice

It is agreed by the Board that every effort will be made to advise custodians well in advance of the letting of any rooms, gymnasiums or auditoriums and the proper permit slips shall be issued on such occasions.

19.03 Minimum Call-out

Minimum call-out shall be calculated at not less than two (2) hours time paid at overtime rates as indicated in Article 19.01 of this Agreement. Call out shall be defined as any time an employee is called out to work during their scheduled time off.

19.04 Time Off In Lieu

Where overtime has been performed employees may, through mutual agreement AND PROVIDED they notify the Board in writing ten (10) working days prior to the make up time of the next pay period, elect to take compensatory time off in lieu of overtime pay. By mutual agreement between the employee(s) and the supervisor such time shall be arranged to suit work requirements. In no case shall time off in lieu of overtime be allowed to accumulate for longer than a period of one (1) calendar year from the time of election.

19.05 No Layoff to Compensate for Overtime

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

20. SHIFT WORK**20.01 Notice of Change of Shift**

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

20.02 split Shifts

- (a) Bus drivers working a regular shift involving a mid-shift unpaid break which exceeds one and one-half (1 1/2) hours shall receive their regular pay for one (1) additional hour per day.
- (b) In the event of the number of bus runs being increased, with reduction in hours per route, the undernoted will apply:
1. Current bus drivers working a regular shift involving a mid-shift unpaid break which exceeds one and one-half (1 1/2) hours shall receive their regular pay for one (1) additional hour per day.
 2. Bus drivers hired after January 1, 1990 and working a regular shift involving a mid-shift unpaid break which exceeds one and one-half (1 1/2) hours shall receive their regular pay for one-half (1/2) additional hour per day.

Prior to implementation of any new work schedules for bus drivers, consultation will take place between the Union and Management.

- (c) Employees, except Supervision Aides, working a regular shift involving a mid-shift unpaid break which exceeds one and one-half (1 1/2) hours shall receive their regular pay for one-half (1/2) additional hour per day.

21. HOLIDAYS**21.01 List of Holidays**

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

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

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

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

21.02 Holidays on Day Off

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

21.03 Holiday Pay

Employees who are not required to work on the above holidays shall receive holiday pay equal to one (1) normal days pay. Employees who are required to work shall, in addition to normal holiday pay, be paid in accordance with Article 19.01

21.04 School Term Employees

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

22. VACATIONS**22.01 Definition**

A year of service in this Article shall mean twelve (12) months from the anniversary date of current service.

22.02 Less Than One year of Service

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

22.03 Less Than Nine Years of Service

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

22.04 Less Than Twenty Years of Service

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

22.05 More Than Twenty Years of Service

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

22.06 Holidays During Vacations

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

22.07 Vacation Accumulation

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

22.08 Choice of Vacation Dates

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

23. SICK LEAVE PROVISIONS**23.01 Amount of Sick Leave**

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

23.02 Illness in the Family

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

23.03 Proof of Illness

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

23.04 Sick Leave on Retirement

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

23.05 Sick Leave Records

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

23.06 Emergency Sick Leave Bank

All regular employees and the Board shall contribute their share of the UIC premium rebate to a Sick Leave Bank to be administered by the Union.

24. LEAVE OF ABSENCE**24.01 Leave of Absence for Union Business**

(a) Time off with pay shall be granted to not more than four (4) elected representatives of the Union whenever it becomes necessary to transact business with the Board during working hours.

(b) Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on negotiations with the Board or with respect to a grievance.

24.02 Leave of Absence For Union Functions

(a) Upon request to the Board, an employee elected or appointed to represent the union at conventions shall be allowed leave of absence without pay and with no loss of benefits PROVIDED a suitable substitute is available, and the Board shall not indiscriminately refuse a substitute.

(b) Upon request to the Board Leave of Absence without pay but without loss of benefits shall be allowed to not more than five (5) employees at any one time to attend executive and committee meetings of C.U.P.E., its affiliated or chartered bodies and any labour organization with which the Union is affiliated. The Union shall reimburse the Board for the cost of benefits accorded in the application of this clause.

24.03 Personal Emergency Leave

(a) Employees shall be granted up to five (5) days leave with pay per year for significant personal reasons, such leave to be granted on approval by the Secretary-Treasurer and such approval will not be withheld unreasonably.

(b) Outer Island employees shall be granted one additional day leave of absence for personal business off-Island.

24.04 Compassionate Leave

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

24.05 Court Attendance

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

24.06 Education Leave and Examinations

- (a) The Board agrees that it is to the mutual benefit of the employer and the employee to improve the educational standards of the work force. Accordingly, the Board agrees that employees with five (5) years employment who wish to further their education shall be permitted up to one (1) year of unpaid education leave. Any benefits based on service and seniority shall be retained and accumulated. The employee shall be placed in a position equivalent to that which he or she held prior to the education leave.
- (b) An employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications for job related courses.

24.07 Parental Leave**(a) Parental Leave Provisions**

To the pregnant employee or an employee whose spouse is pregnant, the following provisions shall apply unless legislation is more favourable:

Upon written request leave of absence without pay and without loss of seniority shall be granted for a maximum of six (6) months for the mother and twelve (12) weeks for the father. The employee returning to work after parental leave shall provide the Board with at least four (4) weeks notice and on return from parental leave the employee shall be reinstated in all respects by the Board in the position previously occupied by the employee or in a comparable position and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.

(b)**Employment During Pregnancy**

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

(c)**Length of Parental Leave**

1. Parental leave shall cover a period up to six (6) months before or after the birth or adoption of a child.
2. Where a doctor's certificate is provided stating that a longer period of parental leave is required for health reasons an extension up to a maximum of one (1) additional year shall be allowed.
3. On expiration of initial leave, general leave may be granted to the mother where additional leave is requested up to a maximum of one year.

(d) Seniority Status During Parental Leave

1. while on parental leave an employee shall retain and accumulate her/his full employment status in connection with the seniority provisions.
2. The services of an employee who is absent from work in accordance with this clause shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee and the Board shall continue to make payment to the plan in the same manner as if the employee were not absent when:
 - (i) The Board pays the total cost of the plan, or
 - (ii) The employee elects to continue to pay her/his share of the cost of a plan that is paid for jointly by the Board and the employee.

24.08 Adoption Leave

Where an employee seeks leave due to adoption the provisions as outlined in Article 24.07 shall apply.

24.09 Paternity Leave

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

24.10 Discretionary Leave

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

24.11 General Leave (for up to six months)

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

24.12 Long Term Leave (for greater than six months)

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

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

24.13 Self-Funded Leave Plan

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

24.14 Long Term Medical Leave

Employees on extended sick leave or Long Term Disability:

(a) Leave Less than one Year

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

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

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

(b) Leave Greater than One Year

1. Any benefits based on service and seniority shall be retained but not accumulated past the one year.

2. An employee returning from medical leave shall provide the Board with at least four (4) weeks notice. On return from medical leave the employee shall be reinstated in all respects by the Board in the position previously occupied by the employee or in a Comparable position, subject to the provisions of Articles 15 & 17.

3. An employee who so indicates to the Board and the Union in writing shall continue to be covered for employee benefits, under article 28, provided the employee pays one hundred percent (100%) of the premium and the carrier allows continued coverage.

25. PAYMENT OF WAGES AND ALLOWANCES

25.01 Pay Days

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

25.02 Pay Classification

- (a) Jobs will be classified in accordance with the skill used and shall be paid not less than the hourly pay rate for such classification in accordance with the schedule of job classification and the schedule of pay rates which are attached hereto and made part of this Agreement.
- (b) Any new positions coming within the jurisdiction of the Bargaining Unit shall be mutually agreed upon as to classification and pay rate.

25.03 Calculation of Salary

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

25.04 Rate of Pay on Temporary Assignment

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

25.05 Classroom Calculations

- (a) Regular auditoriums are to be calculated as two (2) classrooms, Home Economics and Industrial Education classrooms as one and one-half (1 1/2) rooms and outside annexes or classrooms as one and one-half (1 1/2) classrooms for the first room.
- (b) Alterations to any building involving additional space shall be considered by the grievance committee in making any adjustments of the salary.

25.06 Automobile Allowance

- (a) The Board shall not require employees to own a vehicle as a condition of employment EXCEPT that where the conditions of a specific job require it, then by mutual agreement prior to acceptance of the job, an employee may agree to use his or her private vehicle and the Union shall be notified in writing of such an arrangement.
- (b) Travel rates paid to employees using their own vehicles for business authorized by the Board shall be paid as per Board policy.

25.07 Professional Development

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

- (a) The Board shall pay the cost of an academic or technical course approved by the Board, inclusive of substitute costs, for the purpose of retraining/upgrading/in-service.

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

25.08 Designated First Aid Attendant Allowance

Designated First Aid attendant shall be paid an allowance that is not less than the allowance paid to other employee groups

26. RETIREMENT

26.01 Retirement Defined

For the purposes of this article, the retirement age for employees shall be age fifty-five (55) or twenty (20) years service, whichever comes first.

26.02 Retirement Bonus

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

26.03 Over-age Employees

The Board may, at its discretion and by mutual agreement, retain in its employment over-age employees on a year-to-year basis in which case all conditions as set forth in this contract shall apply to them.

26.04 Computation of Service

Service shall be computed from the date on which the employee entered the service of the Board.

27. JOB CLASSIFICATION AND RECLASSIFICATION

27.01 Job Descriptions

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

27.02 No Elimination of Present Job Descriptions

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

27.03 Job Evaluation Committee

A committee shall be established consisting of not more than three (3) representatives of the Union and three (3) representatives of the Board. The committee shall meet at the request of either party.

27.04 Function of the Job Evaluation Committee

- (a) The Job Evaluation Committee shall consult with the employee(s) concerned and with the Board regarding any changes to Job descriptions.
- (b) The Job Evaluation Committee shall draft new Job descriptions Jointly with the Board.

- (c) In the event of a disagreement on the classification/pay rate to accommodate the job descriptions noted in this clause the Union may proceed to grievance.

27.05 Changes to Job Descriptions

When an employee(s) or the Union feels the Board has changed the duties and responsibilities of a job sufficiently that reconsideration of the Job classification is required, the matter shall be discussed with the Job Evaluation Committee and if no solution is agreed on the Union may proceed to grievance.

28. EMPLOYEE BENEFITS

28.01 Medical Insurance

- (a) Regular employees who so indicate to the Board and the Union in writing shall be covered by M.S.P. with the Board contributing seventy-five percent (75%) of the premium.
- (b) Regular employees who so indicate to the Board and the Union in writing shall be covered by a mutually acceptable extended health plan with the Board contributing seventy-five percent (75%) of the premium. This plan shall cover eye care up to two hundred (\$200.00) dollars every two years and hearing aids.

28.02 Dental Insurance

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

28.03 Group Life Insurance

Regular employees who work 15 hours per week or more shall be covered by a mutually acceptable Group Life Plan at twice the annual salary with the Board contributing fifty percent (50%) of the premium.

28.04 Long Term Disability

Regular employees who work 15 hours per week or more shall be covered by a Long Term Disability Plan chosen by the Union. The employer's participation is to process the premiums which are 100% paid by the employees.

28.05 Municipal Superannuation

Regular employees shall be covered by the Pension (Municipal) Act EXCEPT where their regularly scheduled hours per week are less than twenty (20) hours.

28.06 Supplementation of Compensation Award

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

28.07 Employee Benefits for Same Sex Partners

For the purposes of this article spouse designates the person to whom an employee is lawfully married or the person with whom the employee has been cohabiting in a spouse/spouse relationship for a period of at least one year.

28.08 Employee Assistance Program

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

29. HEALTH AND SAFETY**29.01 Cooperation on Safety**

- (a) A Joint Occupational Health and Safety Committee shall be established and will be comprised of two (2) representatives of the Board and two (2) representatives of the Union.
- (b) This committee will meet and make recommendations to the Board, with a copy to the Union, on unsafe, hazardous or dangerous conditions with the aim of preventing and reducing risk of injury or illness.
- (c) Copy of minutes shall be sent to the Union and the Board.

29.02 Video Display Terminals

- (a) Where an employee's daily work requires continuous monitoring of video display terminals, the Board shall allow the employee time off with pay for a preliminary eye examination by an ophthalmologist of the employee's choice prior to initial assignment to VDT equipment and annually thereafter if requested, with deduction of such time from the employee's accumulated sick leave. The examination shall be at the Board's expense where costs are not covered by insurance.
- (b) Employees will not be required to continuously monitor a video display terminal screen for longer than two (2) hours without a fifteen (15) minute rest period, or a reassignment to other work for at least fifteen (15) minutes.
- (c) Pregnant employees who are required to operate VDT's on a continuous basis who choose not to continue operating VDT's during pregnancy may elect one of the following options:
 1. Request a reassignment to a position in the same or lower classification subject to qualifications and available work. The rate of pay shall be at the reassigned classification.
 2. Request a leave of absence without pay for the duration of the pregnancy. Employees wishing to maintain any of the benefits in Article 28 shall pay the full premium costs.
- (d) The Health and Safety Committee shall review and make recommendations to ensure that standards recommended by the Ministry of Labour, Occupational Environment Branch are being met.

29.03 Right to Refuse Unsafe Work

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

29.04 Workplace Violence

The Board and Union agree that a Joint Health & Safety Policy to protect employees from violence in the workplace shall be attached to and form part of this agreement.

29.05 Administration of Medication

- (a) The Board shall ensure that schools establish systems for administering medication and other medical procedures after consultation with parents, family physicians, the Public Health Nurse and the Medical Health Officer.
- (b) If Isolation or other exceptional circumstances prevent the foregoing from being applicable and employees are requested to administer medication or other medical procedures, the following conditions constitute prerequisites:
1. Employees volunteer to provide the service;
 2. Employees receive child specific training by appropriate health care personnel;
 3. A record of training shall be maintained by the Board;
 4. Ongoing reevaluation of training shall be conducted by the appropriate health care personnel;
 5. All procedures shall be in accordance with the Inter-Ministerial protocols and any updates thereto.

Refer to Appendix " A

29.06 Contagious Diseases and Conditions

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

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

30. TECHNOLOGICAL AND OTHER CHANGES**30.01 Advance Notice**

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

30.02 Training

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

31. JOB SECURITY**31.01 Job Security**

Work or services presently performed by or assigned to the bargaining unit shall not be contracted out. This Article shall not apply to construction and renovation work when such work cannot be handled by the regular work force including employees on layoff or the hiring of buses and drivers outside the District. Regular bus drivers shall have first refusal of extra-curricular trips provided that District equipment is available.

Since each outer Island has only one regular school bus and Salt Spring Island has only one spare bus in addition to the required regular school buses, the parties agree that it may not necessarily be possible for off island extra-curricular busing to be accommodated by district buses and drivers.

In order to ensure that regular bus drivers have first refusal of extra-curricular trips, when schools are planning extra-curricular off Island activities, the Supervisor will be consulted to determine availability of district buses and drivers.

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

32. SUBSTITUTE/CASUAL EMPLOYEES

32.01 The Substitute/Casual Employee List

- (a) The Board shall maintain a list of substitute/casual employees by category and subcategory as follows:
- | | |
|-------------------|---|
| Clerical: | Accounting, Library, Secretarial. |
| Paraprofessional: | Classroom, Supervision, Support Services. |
| Operations: | Custodial, Bus Driver, Maintenance. |
- (b) All names on the substitute/casual list shall be approved by the Secretary-Treasurer or designate.
- (c) Part-time regular employees who so request in writing, shall be placed on the list on an annual basis.
- (d) Part-time regular employee names shall be placed on the list first in order of seniority followed by substitute/casual employee names in order of application date, in accordance with Article 32.02 (b).
- (e) The substitute/casual list shall be made available to each school and the Union by October 1 in each school year and may be updated as required throughout the year.
- (f) In the event of an emergency where the substitute/casual list does not meet the needs of a job, the parties shall And a mutually agreeable alternative until a substitute/casual employee from the list is available. Such employee shall not accumulate seniority. In the event that a qualified substitute/casual employee is not available to fill a substitute/casual assignment, the position may be filled at a lower level until a qualified substitute/casual employee is available.
- (g) A substitute/casual employee shall be removed from the substitute/casual list:
- (i) If unavailable for three (3) consecutive call-ins without a reasonable excuse such as illness or a previously scheduled appointment.
 - (ii) If he/she does not work any hours for six (6) consecutive calendar months.

32.02 Job Opportunity

- (a) Substitute/casual work assignments anticipated to be fifteen (15) or less consecutive working days shall be filled from the substitute/casual employee list on a rotating basis by assignment subject to qualifications and availability, and in accordance with article 32.02 (b).
- (b) Part-time regular employees on the list shall receive preference over substitute/casual employees for substitute/casual assignments at their own work location on a seniority basis subject to qualifications and availability (provided the requirements of the regular appointment are met).

32.03 Call-in of Substitute/Casual Employees

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



32.04 Rights and Benefits

- (a) Following three (3) months continuous employment, a Temporary employee shall be entitled to sick leave, vacation and medical benefits as provided in the Collective Agreement.
- (b) Substitute/casual employees shall be entitled to all rights and benefits of this Agreement, except the provisions of the following: Articles 17, 22, 23, 24 (paid leaves), 26 and 28.

33. UNIFORM AND CLOTHING ALLOWANCE

33.01 Wet Weather Clothing

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

33.02 Protective Clothing

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

33.03 Protective Footwear Allowance

The Board shall provide a protective footwear allowance, where required, for the purchase of protective footwear by Operations personnel in the amount of \$75.00 per employee per annum to be paid in November of each year.

34. GENERAL CONDITIONS

34.01 Bulletin Boards

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

35. & 36. n.a.

37. GENERAL

37.01 Copyright Infringement

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

38. TERM OF AGREEMENT

38.01 Term of Agreement

This Agreement shall be binding and remain in full force and effect from the 1st day of January 1995 to the 31st day of December, 1998.

38.02 Negotiations

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

38.03 Retroactive Provision

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

Articles 35 and 36 which appear in the master agreement of the Canadian Union of Public Employees, the contents of which do not appear herein, have no effect either by inference or intent on the interpretation or administration of this collective Agreement.

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

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

Miriam Lambert
Chairman

Witness Sal P. Dallon

X.O. Staveland
Secretary-Treasurer

Witness Sal P. Dallon

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

D. Kyle
President

Witness Tom Galbraith

Oliver Fee
Secretary

Witness Tom Galbraith

SCHEDULE OF PAY RATES **

Job	Classification	April 1996	July 1996
Filing Clerk	Clerical I	16.22	16.41
Labourer	Operations I	16.68	16.88
Classroom Aide	Paraprofessional I, Classroom	16.22	16.41
Office Aide	Clerical II, Secretarial	16.64	16.84
Courier	Clerical II, Secretarial	16.64	16.84
Custodial	Operations II, Custodial	17.12	17.33
Grounds	Operations II, Grounds	17.12	17.33
Classroom Assistant	Paraprofessional II, Classroom	16.64	16.84
Supervision Aide	Paraprofessional II, Supervision	16.64	16.84
Library Assistant	Clerical III, Library	17.34	17.55
Receptionist- School	Clerical III, Secretarial	17.34	17.55
District Technology	Clerical III, Secretarial	17.34	17.55
Grounds Maintenance	Operations III, Maintenance	17.77	17.98
French Program	Paraprofessional III, Classroom	17.34	17.55
Support Services Aide	Paraprofessional III, Support Services	17.34	17.55
A/P & P/R Data Entry	Clerical IV, Accounting	18.15	18.37
Resource Centre	Clerical IV, Library	18.15	18.37
Secretary, School	Clerical IV, Secretarial	18.15	18.37
Secretary, French Program	Clerical IV, Secretarial	18.15	18.37
Secretary, Plant Services	Clerical IV, Secretarial	18.15	18.37
Secretary, Support Services	Clerical IV, Secretarial	18.15	18.37
Career Dev./Counselling	Clerical IV, Secretarial	18.15	18.37
SBO Dispatch-P/R-A/P	Clerical IV, Secretarial/Accounting	18.15	18.37
Building Maint./Locksmith	Operations IV, Maintenance	18.62	18.84
Building Maint./Painter	Operations IV, Maintenance	18.62	18.84
Grounds	Operations IV, Maintenance	18.62	18.84
Bus Driver*	Operations IV, Bus Driver	18.62	18.84
Computer Technician	Operations IV, Maintenance	18.62	18.84
support Services Assistant	Paraprofessional IV, Support Services	18.15	18.37
Cafeteria Program	Paraprofessional IV, Classroom	18.15	18.37
Pathfinder Program	Paraprofessional IV, Classroom	18.15	18.37
Accounting (A/P & P/R)	Clerical V, Accounting	19.13	19.36
Executive Secretary	Clerical V, Secretarial/Accounting	19.13	19.36
Mechanic	Operations V, Maintenance	19.70	19.94
Carpenter	Operations V, Maintenance	19.70	19.94
Electrician	Operations V, Maintenance	19.70	19.94
Head Custodian	Operations V, Custodial	19.70	19.94
Classmm Art Technician	Paraprofessional V, Classroom	19.13	19.36
Special Education Assistant	Paraprofessional V, Support Services	19.13	19.36
Career Education Programs	Paraprofessional V, Classroom	19.13	19.36
Technology Program	Paraprofessional V, Classroom	19.13	19.36
Cafeteria Program	Paraprofessional V, Classroom	19.13	19.36
Head Maintenance	Operations VI, Maintenance	21.05	21.30
Payroll & Financial Systems	Clerical VI, Accounting	21.05	21.30

*HEAD BUS DRIVER
(Bus Driver Rate plus seventy-five (.75) per hour)

** Wage Reopener July 1st, 1996

**SCHEDULE OF JOB CLASSIFICATION
(GUIDELINES)**

A Three (3) categories of work:

- | | | |
|------------------|---|--|
| Clerical | • | work involving office administration. |
| Operations | • | work involving care of facilities/equipment and driving a bus to transport children. |
| Paraprofessional | • | work involving care of children. |

Each category of work encompasses three subcategories as follows:

- | | |
|-------------------|---|
| Clerical: | Accounting, Library, Secretarial. |
| Operations: | Bus Driver, Custodial, Maintenance. |
| Paraprofessional: | Classroom, Supervision, Support Services. |

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

The levels represent skill levels and responsibility of work that are universal to all categories.

C. Lines for the six levels:

(Using gradations of _____ and training/experience required for a job.)

- | | |
|------------|--|
| I | <ul style="list-style-type: none"> • employee works under supervision. • skills or experience are not required. |
| II | <ul style="list-style-type: none"> • employee works under supervision and basic skills/experience are required. • OR • employee works under minimum supervision and skills/experience are not required. |
| III | <ul style="list-style-type: none"> • employee works under minimum supervision. • special relevant skill(s)/related experience is required. |
| IV | <ul style="list-style-type: none"> • employee works under direction. • certified relevant training or equivalent combination of training and experience is required. • employee may be required to supervise an assistant and/or monitor budget information for the supervisor. |
| V | <ul style="list-style-type: none"> • employee works under direction and supervises assistant(s) as required. • relevant trades-ticket/diploma course or equivalent combination of training and experience is required. • OR • employee works under direction. • employee manages a department budget and supervises a department. • ticket or diploma is not required but five years relevant experience is required. |
| VI | <ul style="list-style-type: none"> • employee works under direction. • relevant trades-ticket/diploma course or equivalent combination of training and experience is required. • employee manages a department budget and supervises a department. |

NOTE: For purposes of these guidelines the following Interpretations are used:

"supervision" means the employee is told what to do and how to do it.

"direction" means the employee is told what to do and expected to know how to do it.

"**certified**" means **training** of a year or less duration for which a license or certificate of achievement is given.
 "**diploma**" means a program of study requiring two or more years of full-time study.

D. Generic Duties by Category and Level

Generic duties listed under a lower level are not repeated under a higher level: however the duty "performs other assigned comparable duties which are within the area of knowledge and skills required by the Job description", listed in all job descriptions, recognizes that all Jobs rated in higher levels include the performance of lower level duties at certain times.

Clerical Category, Duties by Level

LEVEL I

Under supervision employee:

- Receives/refers enquiries by phone -- excluding switchboard -- or in person.
- Prepares materials for outgoing mail.
- Sorts/collates materials.
- Operates office equipment such as photocopier/fax machine/decolorator.
- Files information.

LEVEL II

Under minimum supervision employee:

- Receives/delivers mail.
- **Opens/stamps/sorts/distributes** mail.
- Keeps routine/formatted records.
- Operates office equipment such as calculator/postage meter.

Under supervision employee:

- Operates office equipment such as typewriter/telephone switchboard/UHF radio.
- Performs general typing duties **from** copy.
- sets up routine office files.
- **Locates** routine information from files.

LEVEL III

Under minimum supervision and using a computerized system employee:

- **Answers/screens/refers** enquiries by phone/in person.
- Performs data entry duties/produces reports.
- Composes and **types** routine correspondence/minutes.
- **Sets up/updates** confidential office files.
- **Locates/provides** information from files/resource persons.
- **Receives** incoming cash at counter/Issues receipts/prepares deposits.
- Prepares routine/formatted invoices/purchase orders/journal entries.
- **Prepares/shelves/registers/inventories** resource materials.
- **Keeps petty cash records.**
- **Orders/receives** supplies/materials.
- **Books** facilities.
- Operates basic audio visual equipment/computer software: data base/word processing/spreadsheet.

LEVEL IV

Under direction and using a computerized system employee:

- Answers directed (topical/confidential) inquiries.
- **Types** complex/lengthy reports **from** copy.
- Compiles/completes statistical ministry/monthly/annual reports/catalogues.
- Ensures appropriate authorization/coding for expenditures.
- Posts/balances subsidiary ledgers/cash books/journals.
- Journalizes transactions where judgment is involved as to accounts affected.
- **Prepares** bank accounting statements/trial balances.
- Provides input **for** budget requirements.
- Catalogues/inventories resource materials.

- Researches material(s) for purchase/instruction.
- Translates/proofs written bilingual material.
- Scores complex assessment instruments.
- Schedules/books meetings/appointments/travel arrangements.
- Operates complex computer software: account/publishing.
- Supervises assistant(s).

LEVEL V***Under direction and using a computerized system employee:***

- Updates/formats complex computer templates.
- Reviews data for evidence of authority/audits.
- Prepares trial balances/journal entries for/affecting multiple accounts.
- Prepares accounting of subsidiary ledgers/cash books/journals.
- Prepares district operating bank reconciliation.
- Processes district payable, receivables, payrolls.
- Responds to account enquiries from district personnel and suppliers.
- Prepares monthly/annual account reports
- Controls supply, service budgets

LEVEL VI***Under direction and using a computerized system employee:***

- Manages payroll and accounting computer systems
- Reviews data for contractual obligations.
- Sets up/updates complex records: employee benefits/deductions.
- Compiles/prepares/balances complex government/benefit carrier remittances/reports.
- Compiles payroll and accounting information for budget/analysis/research/ reporting purposes/government agencies.
- Ensures documentation, controls and security for payroll audits.
- Provides direction to Management on payroll issues.
- Ensures Federal and Provincial Legislative obligations are met.
- Ensures appropriate distribution of 85% of district budget, approximately \$10 million dollars.

Operations Category, Duties by Level**LEVEL I*****Under supervision employee:***

- Performs unskilled duties to assist in facilities/sites upkeep.
- Operates district vehicles/basic cleaning or grounds equipment/power tools.
- Maintains tools in a safe and serviceable manner.
- Assists in moving district furniture/fixtures/equipment.
- Transports supplies and equipment.
- Uses WHMIS System

LEVEL II***Under minimum supervision employee:***

- Operates tools/equipment to clean district sites/facilities.
- Locks and secures building(s)/activates alarm system.
- Reports maintenance/vandalism problems.
- Performs minor maintenance (requiring use of unpowered hand tools).
- Provides information to public on use of facilities.
- Keeps Material Safety Data Sheets current,

Under supervision employee:

- Performs semi-skilled trades duties to assist in repair/construction/renovation of district sites/facilities.
- Operates power tools/heavy equipment.
- Performs scheduled maintenance and minor repairs on power tools/heavy equipment.

LEVEL III***Under minimum supervision employee:***

- Performs skilled but unticketed trades duties.
- Landscapes/repairs/renovates district sites/facilities.
- Operates all power tools/spray paint/heavy equipment.

- Keeps basic repair/service records.
- Orders and receives supplies and equipment.

LEVEL IV**Under direction employee:**

- Performs certified/licensed trades/grounds/bus driver/technician duties.
- **Researches/purchases/inventories/supplies/equipment/repairs.**
- Keeps complex service/repair records: produces reports.
- Drives a bus to transport students.
- Supervises students during bus trips/loading/discharging according to safety rules.
- Carries out routine inspection of vehicles/equipment.
- Repairs, adjusts, refurbishes computer/technical equipment.
- Provides staff with advice on use of computer equipment/installation/preventative maintenance.
- Installs computer equipment/legal software applications and utilities.

LEVEL V**Under direction employee:**

- Performs ticketed trades duties.
- OR**
- Supervises work of a department staff.
 - Prepares and **manages** annual budget.
 - **Ensures** facility maintenance/housekeeping standards are met.
 - Hires/evaluates employees/approves substitute applicants.
 - Completes monthly reports.
 - Arranges WHMIS training/implementation.

LEVEL VI**Under direction employee:**

- Performs ticketed trades duties.
- AND**
- **Supervises** work of a department staff.
 - Prepares and **manages** annual budget.
 - Ensures facility maintenance/housekeeping standards are met.
 - Completes monthly/staff evaluation reports.
 - Arranges WHMIS training/implementation.
 - Hires employees-approves substitute applicants.

Paraprofessional Category, Duties by Level**LEVEL I**

Under the supervision of designated staff the employee:

- Prepares teaching aids, classroom materials and equipment.
- Implements instruction-related student tasks.
- Duplicates, collates, files and/or records classroom materials and data.
- Supervises students in the gym, on the playground, in the classroom and on field trips.
- Works with the student(s) to clarify appropriate behaviour and to develop social skills.
- Assists with student nutrition and hygiene.

LEVEL II

Under minimum supervision the employee :

- Supervises students during non-instructional periods.
- Supervises students during the loading and unloading of buses.
- Administers established school/playground rules.
- Reports on-going behaviour problems.
- Administers minor first aid to students.
- Conducts a regular physical check of the playground and equipment.

Under supervision of designated staff the employee:

- Implements individualized/group programmes in out-of-class/integrated settings.
- Modifies classroom/curriculum materials re specific student needs.
- Implements behaviour modification programmes.
- Provides specialized instruction, e.g., English as a Second Language. basic computer software.

- Provides supplementary reports on student progress/behaviour.
- Utilizes computer/communication/musical equipment/instruments.

LEVEL III

Under minimum supervision the employee:

- Implements educational instruction to identified student(s).
- Monitors, observes and reports on student progress.
- Facilitates positive social interaction.
- Gives close continuous supervision on an individualized/group basis.
- Provides personal assistance to students with physical handicaps.
- Works with consultants to carry out prescribed programmes.
- Acts as a liaison/advocate between the student(s) and others.

LEVEL IV

Under direction the employee:

- Plans, researches, collects materials for educational instruction.
- Reports on student progress/recommends further assistance.
- Assists students to clarify life skill goals/develop personal skills.
- Assists students to integrate/reintegrate into the school environment.
- Attends team/parent meetings.
- Provides relevant information to support staff.

LEVEL V

Under direction the employee:

- Participates in design/implementation of individualized programmes.
- Designs/implements behaviour management strategies.
- Meets with staff to discuss student progress/plan strategies.
- Compiles information/materials for meetings/attends meetings.
- Participates as team member to maintain/improve student self-esteem.
- Provides guidance on the implementation of specific learning programs.
- Provides materials/information to relevant staff/agencies.

**LETTER OF UNDERSTANDING
BETWEEN
THE BOARD OF SCHOOL TRUSTEES
AND
CUPE LOCAL 788**

Pay Equity

The Board **will** negotiate with the Union the **full** implementation of Pay Equity at such time **as** funding is available for **this** purpose.

The concept of Pay Equity agreed to **by** the Board and the Union includes the following:

- 1) all jobs **shall** be paid the Operations pay rate for each level of work per **the Schedule of Pay Rates.**
- 2) Beginning April 1, 1995, the parties **shall** systematically reduce the gender wage gap by applying the full amount of pay equity funds received each year from the Province of British Columbia.

Signed this 24 day of June 1996.

K. O. Maulej
Board

L. Hyle
CUPE Local 788
Douglas Lee

LETTER OF UNDERSTANDING
BETWEEN
THE BOARD OF SCHOOL TRUSTEES
AND
CUPE LOCAL 788

Self-Funded Leave Plan

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

The Joint Self-Funded Leave Plan Committee shall determine eligibility requirements and other matters as are required for the operation of this Plan. A report shall be submitted to the parties no later than December 31, 1996.

Signed this 24 day of June 1996.

K.C. Stauling
 Board

[Signature]
 CUPE Local 788
Committee

LETTER OF UNDERSTANDING

BETWEEN
THE BOARD OF SCHOOL TRUSTEES
AND
CUPE LOCAL 788

Contracting In

The parties agree that the **Bus** Contract for Mayne Island **will** be brought in-
house as soon as **is** practicable.

Signed this 24 day of June 1996

A.C. Manning
Board

J. Lee
CUPE Local 788
Jeanne Lee

LETTER OF UNDERSTANDING
BETWEEN
THE BOARD OF SCHOOL TRUSTEES
AND
CUPE LOCAL 788

Job Review Paraprofessional: Support Services

Pursuant to article 27.01 the parties agree to implement a job reclassification review of all Support Services positions. This review shall be conducted by the Joint Job Evaluation Committee commencing no later than Dec 1, 1995.

Signed this 24 day of June 1996.

K.C. Mauling
Board

L.H.G.
CUPE Local 788
Committee

LETTER OF UNDERSTANDING

BETWEEN
THE BOARD OF SCHOOL TRUSTEES
AND
CUPE LOCAL 788

Voluntary Transfer

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

1. Transfer **is** completely voluntary on the part of both employees.
2. Voluntary transfer opportunities shall be posted as per Article 16.
3. The employees shall continue to be appointed to their original positions during the transfer period.
4. The voluntary transfer **shall** be for a specific period of time.
5. Either employee may, upon thirty (30) calendar days notice, return to their permanent position, thereby terminating the voluntary transfer.
6. Employee requests for voluntary transfer **shall** be referred to the Labour Management Committee. A voluntary transfer **shall** only be implemented upon mutual agreement of the parties.

Signed this 24 day of June 1996.

K. O. Stalling
Board

[Signature]
CUPE Local 788
[Signature]

LETTER OF UNDERSTANDING
BETWEEN
THE BOARD OF SCHOOL TRUSTEES
AND
CUPE LOCAL 788

Work Experience

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

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

Signed this 24 day of June 1996.

[Signature]
Board

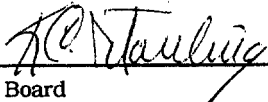
[Signature]
CUPE Local 788
[Signature]

LETTER OF UNDERSTANDING
BETWEEN
THE BOARD OF SCHOOL TRUSTEES
AND
CUPE LOCAL 788
Return to Work
(Disability Accommodation)

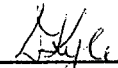
The Parties are committed to Voluntary and effective initiatives to accommodate employees with disabilities which recognize the specific health needs of any employee who participates.

The parties agree to conclude a negotiated agreement no later than October 31, 1995, setting out conditions and guidelines governing the implementation of a jointly administered Return to Work Program.

Signed this 24 day of June 1996.



 Board



 CUPE Local 788
 Joanne Lee

LETTER OF UNDERSTANDING
BETWEEN
THE BOARD OF SCHOOL TRUSTEES
AND
CUPE LOCAL 788

Bargaining Committee

The parties agree, notwithstanding the provisions of article 10.01, that the Union may have five (5) members on its bargaining committee provided that where the ~~fifth~~ member requires a substitute, the Union ~~shall~~ cover the substitute costs.

Signed this 24 day of JUNE 1996.

K.C. Manning
Board

Yvonne Lee
CUPE Local 788

APPENDIX 'A'

P O L I C Y

Gulf Islands School District

Number: 545
Revision: 1
Date: 1981 05 31

ADMINISTRATION OF ORAL/TOPICAL MEDICATION TO PUPILS

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

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

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

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

- (a) name of the medication
(b) the illness which requires it
(c) the name of the doctor
(d) the extent of the condition
(e) correct use of the medication, including emergency procedures for (e); important side effects; a statement as to whether the medication is a narcotic or of a similar type.

The completed form must then be signed by parent or legal guardian of the pupil to whom the medication is to be administered.

The completed form is received by the principal.

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

A record sheet is to be kept in the principal's office. The record sheet must show the date and time of each administration plus the initials of the person who administered the drug.

The medication must be stored according to the directions of the administering physician. The security of the medication is the responsibility of the principal.

Appendix 'B'

Bus Drivers**I. Guidelines for Selecting Regular Routes**

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

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

II. The Manager of Plant Services is responsible for making the final decision regarding assignment of routes.**III. Selection of Bus Drivers for Field Trips**

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

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

IV. Day & Overnight Field Trips Defined

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

First Day	8 hours minimum then overtime
Second Day	10 hours straight time minimum
Each Consecutive Day	10 hours straight time minimum
Last Day	8 hours minimum then overtime

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

- (e) For clarification, the regular work week, as per Article 19.01 of the Collective Agreement, shall be separate from the out-of-town and overnight field trip hours. to prevent cumulative overtime rates.
- (f) The scheduled work week shall be from 12:01 a.m. Sunday until 12:00 p.m. Saturday.
- (g) Day field trips shall be paid as follows:

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

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

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

Day field trips over eight (8) hours will be paid at overtime rates as per Article 19.01.

If a "call-out" is necessary to obtain a driver, provisions of Article 19.03 apply.

Signed this 24 day of June 1996

[Signature]
Board

[Signature]
CUPE Local 788